Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, APRIL 9, 2024
5:00 PM
AGENDA

I. **CALL TO ORDER AND ANNOUNCE A QUORUM 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.)**

Texas Government Code Section 551.071 Consultation with Attorney:

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

B. Executive session procedures for Boards and Commissions

C. Discussion regarding a Development Agreement with Founders Classical Academy

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

D. Discussion regarding Project Trails

E. Discussion regarding Project Rails

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

F. Discussion of utilization of offsite parking lots related to government center construction

G. Eminent Domain proceedings on behalf of the city to acquire the Rights Of Way and Easements for the Coit Road (from Vest Lane to Choate) project

H. Discussion regarding 9295 Prairie Meadow Lane

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

I. Consider and act on Resolution No. 2024-17R authorizing the Celina Economic Development Corporation (CEDC) to execute a Performance Agreement with The Twisted Trails, LLC. (Satarino)

J. Consider and act on Resolution No. 2024-18R of the City Council of the City of Celina, Texas finding that a Public Necessity exists and authorizing condemnation to acquire three Rights of Way totaling 6.8049 Acres, two temporary construction easements totaling 0.1435 Acres and five drainage easements totaling 0.2613 acres for municipal purposes to install a public project, including but not limited to, public roadways, grading, 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 McKenzie Wilhite Survey, Abstract A1008, Property IDs # 2137874 and #2800632, Collin County, Texas, such properties are generally located on the northeast corner of S. Coit Road and Vest Lane and approximately 150 feet north Ownsby Parkway And S. Coit Road Intersection On The West Side, and being more particularly described herein; providing notice of an official determination to acquire real properties for Rights Of Way, Temporary Construction Easements and Drainage 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 Rights Of Way and Easements; ratifying prior documents made for acquisition of the Rights Of Way and Easements; authorizing legal counsel to institute Eminent Domain proceedings on behalf of the City for the acquisition of the Rights Of Way and 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)

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE: (to begin at 6:00 p.m._

A. Recognition of the 2023 Employee Awards recipients

B. Child Abuse Prevention Proclamation

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Update on the Government Center schematic design (Brawner)

B. Discussion regarding the 2024 Community Engagement Survey (Satarino)

C. Discussion regarding potential amendments to City Charter. (Satarino)

D. Discussion regarding Council meeting cadence. (Satarino)

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. February 9 and 10, 2024, City Council Retreat
2. March 7, 2024, Regular City Council Meeting
3. March 26, 2024, Special Called Meeting

B. Consider and act to authorize the City Manager to execute an agreement with Independent Financial for Bank Depository Services (RFA 2024-083). (Bromiley)

C. Consider and act to authorize a dark fiber lease from Zayo Group with the annual amount of $29,484.12 for a contract term of 3 years not to exceed $88,452.36. (Alexander)

D. Consider and act to approve a work authorization for design and construction management services of Phase 3 Dark Fiber extension between Police Headquarters and Public Works with Capco Communications, for an amount not to exceed $133,017.75. (Gleason)

E. Consider and act on an Amended and Restated Chapter 380 Economic Development and Performance Agreement between the City of Celina, Texas, Celina Economic Development Corporation, and Mudea Cafe, LLC; amending performance dates. (Satarino)

F. Consider and act to authorize a change order with RPMx for an amount not to exceed $54,552.42 to add a new storm line to serve the Crossing at Moore Farm development. (Oduro)

G. Consider and act on Resolution No. 2024-19R of the City Council of the City of Celina to authorize the removal of a section of FM 428 from TxDOT's jurisdiction of maintenance and control and add the same section to the City's jurisdiction. (Oduro)

H. Consider and act on Resolution No.2024-20R of the City Council of the City of Celina to authorize the execution of conveyance documents necessary to effectuate the acquisition of water easements and temporary construction easements for the Southeast Pump Station Waterlines project; and providing for an effective date. (Glasgow)

I. Consider and act on Resolution No. 2024-21R of the City Council of the City of Celina to authorize the execution of conveyance documents necessary to effectuate the acquisition of right-of-way, wastewater easements, and temporary construction easements for E GA Moore Parkway project from Preston Road to approximately 1,850 feet east of Coit Road; and providing for an effective date. (Glasgow)

J. Consider and act on Ordinance No. 2024-19 of the City Council of the City of Celina 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 Ordinance No. 2024-11 (postponed from February) 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) (Mohan)

B. Conduct a public hearing to consider and act on Ordinance No. 2024-20 amending the Comprehensive Zoning Ordinance, by rezoning approximately 42 acres to Community Facilities District (CF); generally located north of Old Glendenning Road, and approximately 1,200 feet west of Coit Road, within the City Limits. (Bellevue Miller Tract (City of Celina & CISD) – Rezoning) (Mohan)

C. Conduct a public hearing to consider and act on a Development Agreement on approximately 14 acres, generally located north of County Road 58 and approximately 325 feet west of County Road 59, within the Extraterritorial Jurisdiction (ETJ). (Lifeway Church – Development Agreement) (Mohan)

D. Conduct a public hearing to consider and act on Ordinance No. 2024-21 amending the City's Code of Ordinances, by amending Chapter 14: Zoning, Article 14.04: Site Development Standards, Part Two: Landscaping & Tree Preservation, to modify landscaping regulations. (Landscaping & Tree Preservation – Text Amendment) (McAfee)

E. Conduct a public hearing to consider testimony and act on Ordinance No. 2024-22 accepting and approving a final Wells South Public Improvement District Amended and Restated Service and Assessment plan, including an updated Neighborhood Improvement Area #6 assessment roll and a final Neighborhood Improvement Area #7 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #7 of the Wells South Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Neighborhood Improvement Area #7 assessed property, in accordance with Chapter

372 of the Texas Local Government Code, as amended; providing penalties and interest on delinquent assessments; providing for severability; and providing an effective date. (Kearney)

IX. ACTION ITEM:

A. Consider and act on an amendment to the Development Agreement for Hubbard; generally located at the northwest corner of Preston Road and future G. A. Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). (Hubbard – DA Amendment) (McAfee)

B. Consider and act to award RFP 2024-087 for Construction Management Services (CMAR) to Swinerton Builders for the Government Center pre-construction services in an amount not to exceed $75,009.00. (Brawner)

C. Consider and act to award bid 2024-099 for the Bothwell Boulevard Median Lighting project to Roadway Solutions, Inc. at the unit prices listed in the amount of $994,955.00 plus ten percent contingency in the amount of $99,495.50 for a total amount not to exceed $1,094,450.50. (Glasgow)

D. Consider and act to award bid 2024-093 for the Downtown Street Improvement project (Arizona and Colorado) to J&L Construction, LLC in the amount of $3,122,350.40 plus fifteen percent contingency in the amount of $468,352.56 for a total amount not to exceed $3,590,702.96. (Glasgow)

E. Consider and act to authorize the Mayor to execute an agreement with the Upper Trinity Regional Water District for the expansion of the Doe Branch Water Reclamation Facility (DBWRF) and construction of the wastewater pipeline extension from DBWRF to Fishtrap Road for $121,500,000. (Brawner)

F. Consider and act upon removal and replacement of board and commission members in non-conformance with the attendance section of the Boards and Commissions Policy. (Satarino)

G. Consider and act on Resolution No. 2024-22R revising the Neighborhood Vision Book. (Neighborhood Vision Book Updates) (McAfee)

H. Consider and act on Ordinance No. 2024-23 of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project); approving and authorizing related agreements; and providing an effective date. (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, CMC, TRMC
Interim City Secretary

Date Notice Removed

RESOLUTION NO. 2024-18R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS FINDING THAT A PUBLIC NECESSITY EXISTS AND AUTHORIZING CONDEMNATION TO ACQUIRE THREE RIGHTS OF WAY TOTALING 6.8049 ACRES, TWO TEMPORARY CONSTRUCTION EASEMENTS TOTALING 0.1435 ACRES, AND FIVE DRAINAGE EASEMENTS TOTALING 0.2613 ACRES FOR MUNICIPAL PURPOSES TO INSTALL A PUBLIC PROJECT, INCLUDING BUT NOT LIMITED TO, PUBLIC ROADWAYS, 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 MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008, PROPERTY ID'S # 2137874 AND #2800632, COLLIN COUNTY, TEXAS, SUCH PROPERTIES ARE GENERALLY LOCATED ON THE NORTHEAST CORNER OF S. COIT ROAD AND VEST LANE AND APPROXIMATELY 150 FEET NORTH OF OWNSBY PARKWAY AND S. COIT ROAD INTERSECTION ON THE WEST SIDE, AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTIES FOR RIGHTS OF WAY, TEMPORARY CONSTRUCTION EASEMENTS AND DRAINAGE EASEMENTS, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO OBTAIN THE NECESSARY APPRAISAL REPORTS AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE RIGHTS OF WAY AND EASEMENTS; RATIFYING PRIOR DOCUMENTS MADE FOR ACQUISITION OF THE RIGHTS OF WAY AND EASEMENTS; AUTHORIZING LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE RIGHTS OF WAY AND 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.

WHEREAS, the City of Celina, Texas ("City"), by authority of Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code and by virtue of Section 2.02 of the City Charter as a home-rule municipality, is authorized to initiate eminent domain proceedings to acquire real properties for a public purpose in order to install public utilities, including but not limited to, roadways, drainage, water lines, facilitate sewage collection, drainage, treatment, disposal, or emptying, and other public uses; and

WHEREAS, the City Council of the City of Celina ("City Council") has investigated and determined that, there is a public need and necessity for the health, safety, and welfare of the City and the public at large for the acquisition, by eminent domain, of public rights of way, temporary construction easements and drainage easements ("Easements") on two tracts of land located in the McKenzie Wilhite Survey, Abstract No. 1008, Property ID's # 2137874 and #2800632, as recorded in the Real Property Records of Collin County, generally located on the northeast corner of S. Coit Road and Vest Lane and approximately 150 feet north of Ownsby Parkway and S. Coit Road intersection on the west side more specifically identified in Exhibits "A" and "B", attached hereto and incorporated herein for all purposes ("Properties"), and it is the City's intent to acquire the necessary public rights of way, temporary construction easements and drainage easements on the Properties for the purpose of, among other municipal purposes, including but not limited to the installation of a future public roadway, drainage and other public uses; and

WHEREAS, the City Council has investigated and determined that the taking of said real property is necessary for public use; and

WHEREAS, the City Council finds that the description of the Properties for acquisition under, over and across the tracts of land by eminent domain for the project complies with applicable law in that the same identifies the Properties that will be used by the City for such public uses in a way that provides the property owners reasonable notice that the owners' properties may be subject to condemnation proceedings during the planning or construction of the project; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Easements to be acquired by eminent domain as required by law; and

WHEREAS, the City Manager, or his designee, is required to make a bona fide offer, as defined by and in compliance with Chapter 21 of Texas Property Code, to acquire public rights of way, temporary construction easements and drainage easements on the Properties for public use voluntarily from the owner(s) prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Manager, or his designee, will seek, if not already obtained, third- party appraisals and will make bona fide initial and final offers based on the appraisals to the owner(s) of the Properties, which may or may not be accepted by the Property's owner(s); and

WHEREAS, if the owner(s) of the Properties do not agree upon the just compensation to be paid to them for the Easements herein described, the City Council hereby authorizes and directs the law firm of Messer & Fort ("Legal Counsel") to institute proceedings in eminent domain to acquire public rights of way, temporary construction easements and drainage easements on the Properties for the purposes stated herein.

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

SECTION 1: The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The City Council hereby officially determines that there is a public use and necessity for and the public welfare and convenience will be served by, the acquisition, by eminent domain, of three public rights of way totaling 6.8049 acres, two temporary construction easements totaling 0.1435 acres, and five drainage easements totaling 0.2613 acres on the Properties, and it is the City's intent to acquire the public rights of way, temporary construction easements and drainage easements for public use on the Properties as more specifically described in and depicted on Exhibits "A" and "B", attached hereto, specifically for the municipal purpose of a future roadway, drainage and other public uses, which includes but not limited to the following municipal functions: installing paving and drainage, with such appurtenant facilities, additions, improvements on, over, under and through the Properties as may be necessary within the future rights of way and easements.

SECTION 3: The City Council hereby authorizes the City Manager or his designee to obtain, review and accept third party's appraisal reports. In the event of failed attempts to negotiate with any owner(s) of a portion of the Properties after making a bona fide initial and a final offer, following receipt of the third party's appraisal, the City Council hereby authorizes the City Manager or designee to authorize and direct, on behalf of the City, Legal Counsel to commence and conduct all parts of the condemnation proceedings under the Texas Property Code, and other applicable law, for the acquisition of the rights of way, temporary construction easements, and drainage easements on the Properties by eminent domain. Legal Counsel, or designee, is authorized and directed to negotiate for and to acquire the Easements for the City, and to acquire said rights in compliance with State and Federal law. Moreover, Legal Counsel, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed Easements including but not limited to, the authority to negotiate, give notices to, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser(s) of the interests to be acquired, as well as any other experts or consultants deemed necessary for the acquisition process and, if necessary, to institute and complete court proceedings in eminent domain. In the event additional persons are subsequently determined to have an interest in the Property, Legal Counsel is authorized and directed to join said persons as defendants in the suit or action.

SECTION 4: The City Manager, or his designee, is hereby authorized to execute all documents necessary to acquire the public rights of way, temporary construction easements and drainage easements on the Properties, on behalf of the City, whether by purchase or eminent domain. The City Council hereby ratifies any and all actions taken and documents executed, prior to the effective date of this Resolution, by the City Manager or his designee which were necessary

for the acquisition of the public rights of way, temporary construction easements and drainage easements on the Properties.

SECTION 5: It is the intent of the City Council that this Resolution authorizes the condemnation of all Properties required for this project, more specifically described in, and depicted on Exhibits "A" and "B". If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions (which may include less or slightly more acreage) or the project requires less property rights, the City Manager, Legal Counsel or their designee is authorized to have such errors corrected or revisions made and to acquire such property rights without the necessity of obtaining new City Council resolution authorizing condemnation of the corrected or revised property.

SECTION 6: The amount to be paid, if any, for acquiring the easements and rights of way on the Properties will be appropriated from any lawful source.

SECTION 7: In the event that Special Commissioners appointed by the Court during condemnation proceedings return an award for just compensation to be paid by the City, Legal Counsel is hereby authorized to settle the lawsuit for that amount and the City's Finance Director is hereby authorized to issue a check from the appropriate fund in the amount of the Special Commissioners' award made payable to the owner(s) or to the County Clerk of Collin County, to be deposited into the registry of the Court, to enable the City to take possession of the easements and rights of way without further action of the City Council. If the City Manager believes such an award should be appealed, the award may still be paid to take possession, but the City Manager shall put the question of whether to appeal on the next available city council agenda for consideration. If there is no such city council meeting before the deadline to appeal, the City Manager may direct Legal Counsel to file the appeal and then place on the next available city council agenda to either pursue or withdraw the appeal.

SECTION 8: Should any section, subsection, sentence, clause, or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that is would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9: This Resolution shall take effect immediately upon its passage and execution in accordance with the provisions of the Charter of the City of Celina.

PASSED AND APPROVED by a roll call vote in accordance with state law on this the 11th day of April 2023 at a regular meeting of the City Council of the City of Celina in which a quorum was present.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

APPROVED AS TO FORM

_____
Julie Fort, City Attorney

EXHIBIT "A"

Properties' Description

Property ID	Owner	Legal Description	City	State	Zip Code	Type of take	Take (acres)
2137874	Christopher Wesson Bosh & Adrienne Bosh	ABS No.1008 McKinzie Wilhite Survey, TRACT 3, 43.0 ACRES	Celina	TX	75009	ROW/ ROW/ DE DE/ DE/ DE/ DE	6.5918 / 0.1691 / 0.0434 / 0.0903 / 0.0647 / 0.0239 / 0.0390
2800632	Crossmar Texas Investments 1 LLC	ABS No.1008 McKinzie Wilhite Survey, Coit Business Park, Blk A, Lot 1	Celina	TX	75009	ROW/ TCE/ TCE	0.0440 / 0.1148 / 0.0287

Total ROW on both tracts=6.8049 acres
Total TCE on both tracts=0.1435acre
Total DE on both tracts= 0.2613 acre

ROW-Right of way
TCE-Temporary Construction Easement
DE- Drainage Easement

EXHIBIT "B"

Legal Description of Two Rights of Way and Five Drainage Easements located on the 43.0-acre tract (ID # 2137874) (15 pages attached)
and
One Right of Way and Two Temporary Construction Easements located on the 9.32-acre tract (ID # 2800632) (7 pages attached)

EXHIBIT "A"
2 PROPOSED RIGHT-OF-WAY DEDICATIONS
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS

Tract 1

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1008, City of Celina, Collin County, Texas, being part of a tract of land described in General Warranty Deed with Vendor's Lien to Christopher Wesson Bosh and Adrienne Bosh, recorded in Instrument No. 20131001001373380, Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a pk nail with shiner found at the northwest corner of said Bosh tract, the southwest corner of that certain tract of land described in deed to Pulte Homes of Texas, L.P., recorded in Instrument No. 20220307000368870, O.P.R.C.C.T., and the east right-of-way line of a right-of-way dedication as shown on Coit Business Park, an addition to the City of Celina, according to the plat recorded in Instrument No. 20190805010003360, O.P.R.C.C.T.;

THENCE North 89 degrees 16 minutes 32 seconds East, with the north line of said Bosh tract and the common south line of said Pulte Homes of Texas tract, a distance of 85.00 feet to a 1/2-inch iron rod set with a cap stamped "HALFF" (hereinafter referred to as iron rod set with cap);

THENCE departing said common line, over and across said Bosh tract the following courses and distances:

South 00 degrees 49 minutes 50 seconds East, a distance of 87.84 feet to an iron rod set with cap;

South 03 degrees 51 minutes 20 seconds East, a distance of 89.40 feet to an iron rod set with cap;

South 12 degrees 22 minutes 42 seconds West, a distance of 50.89 feet to an iron rod set with cap;

South 01 degree 40 minutes 00 seconds West, a distance of 135.31 feet to an iron rod set with cap;

South 12 degrees 37 minutes 02 seconds East, a distance of 40.53 feet to an iron rod set with cap;

North 86 degrees 40 minutes 00 seconds East, a distance of 162.90 feet to an iron rod set with cap;

North 89 degrees 41 minutes 10 seconds East, a distance of 171.28 feet to an iron rod set with cap;

North 82 degrees 39 minutes 56 seconds East, a distance of 498.81 feet to an iron rod set with cap at the beginning of a curve to the right;

Easterly with said curve to the right having a radius of 3,075.00 feet, through a central angle of 06 degrees 35 minutes 27 seconds, an arc distance of 353.72 feet and whose chord bears North 85 degrees 57 minutes 40 seconds East, a distance of 353.53 feet to an iron rod set with cap in the east line of said Bosh tract, being the common west line of that tract of land described by deed to Donald L. Vest and Julie Ann Vest, recorded in Instrument No. 19810115000015570, O.P.R.C.C.T., from which a 5/8-inch iron rod found at the northeast corner of said Bosh tract bears North 01 degree 00 minutes 44 seconds West, a distance of 317.47 feet;

THENCE South 01 degree 00 minutes 44 seconds East, with said common line, a distance of 150.00 feet to an iron rod set with cap at the beginning of a non-tangent curve to the left;

THENCE departing said common line, over and across said Bosh tract the following courses and distances:

Westerly with said non-tangent circular curve to the left having a radius of 2,925.00 feet, through a central angle of 06 degrees 36 minutes 17 seconds, an arc distance of 337.17 feet and whose chord bears South 85 degrees 58 minutes 05 seconds West, a distance of 336.99 feet to an iron rod set with cap;

South 82 degrees 39 minutes 56 seconds West, a distance of 368.81 feet to an iron rod set with cap;

South 76 degrees 05 minutes 01 second West, a distance of 130.86 feet to an iron rod set with cap;

South 82 degrees 39 minutes 56 seconds West, a distance of 234.75 feet to an iron rod set with cap;

South 86 degrees 40 minutes 00 seconds West, a distance of 112.85 feet to an iron rod set with cap;

South 01 degree 40 minutes 00 seconds West, a distance of 59.28 feet to an iron rod set with cap at the beginning of a curve to the left;

Southerly with said curve to the left having a radius of 990.00 feet, through a central angle of 07 degrees 07 minutes 08 seconds, an arc distance of 123.00 feet and whose chord bears South 01 degree 53 minutes 34 seconds East, a distance of 122.93 feet to an iron rod set with cap;

South 05 degrees 27 minutes 08 seconds East, a distance of 100.00 feet to an iron rod set with cap at the beginning of a curve to the right;

Southerly with said curve to the right having a radius of 1,210.00 feet, through a central angle of 01 degree 46 minutes 12 seconds, an arc distance of 37.38 feet and whose chord bears South 04 degrees 34 minutes 02 seconds East, a distance of 37.38 feet to an iron rod set with cap;

South 42 degrees 09 minutes 17 seconds West, a distance of 49.50 feet to an iron rod set with cap at the beginning of a non-tangent curve to the right;

Southerly with said non-tangent curve to the right having a radius of 1,175.00 feet, through a central angle of 20 degrees 09 minutes 06 seconds, an arc distance of 413.26 feet and whose chord bears South 08 degrees 04 minutes 32 seconds West, a distance of 411.14 feet to a mag nail set on the west line of said Bosh tract, the common east line of a tract of land described in deed to William K. Wood and Kathy D. Wood, recorded in Instrument No. 20071029001470070, O.P.R.C.C.T., and being in Coit Road (County Road No. 86);

THENCE North 00 degrees 49 minutes 50 seconds West, with said common line, at a distance of 1,077.03 feet passing the northeast corner of said Wood tract and the southeast corner of said right-of-way dedication of Coit Business Park and continuing with the west line of said Bosh tract and the east line of said right-of-way dedication, for a total distance of 1,353.04 feet to the **POINT OF BEGINNING** and containing 287,137 square feet or 6.5918 acres of land, more or less.

EXHIBIT "A"
2 PROPOSED RIGHT-OF-WAY DEDICATIONS
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS

TRACT 2

BEING a tract of land situated in McKenzie Wilhite Survey, Abstract No. 1008, City of Celina, Collin County, Texas, being part of a tract of land described in General Warranty Deed with Vendor's Lien to Christopher Wesson Bosh and Adrienne Bosh, recorded in Instrument No. 20131001001373380, Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail set at the southwest corner of said Bosh tract, the southeast corner of a tract of land described in deed to William K. Wood and Kathy D. Wood, recorded in Instrument No. 20071029001470070, O.P.R.C.C.T. and at the intersection of Coit Road (County Road No. 86) and Vest Lane (County Road No. 84);

THENCE North 00 degrees 49 minutes 50 seconds West, with the west line of said Bosh tract and the common east line of said Wood tract, a distance of 79.85 feet to a mag nail set, from which a pk nail with shiner found at the northwest corner of said Bosh tract bears North 00 degrees 49 minutes 50 seconds West, a distance of 1,399.12 feet;

THENCE departing said common line, over and across said Bosh tract the following courses and distances:

South 70 degrees 28 minutes 14 seconds East, a distance of 143.07 feet to a 1/2-inch iron rod set with a cap stamped "HALFF" (hereinafter referred to as iron rod set with cap);

South 00 degrees 51 minutes 48 seconds East, a distance of 30.00 feet to a mag nail set on the south line of said Bosh tract in said Vest Lane;

THENCE South 89 degrees 08 minutes 24 seconds West, with the south line of said Bosh tract and with said Vest Lane, a distance of 134.15 feet to the **POINT OF BEGINNING** and containing 7,367 square feet or 0.1691 of an acre of land, more or less.

EXHIBIT "A"
2 PROPOSED RIGHT-OF-WAY DEDICATIONS
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS

Notes:

Basis of Bearing is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.00015271

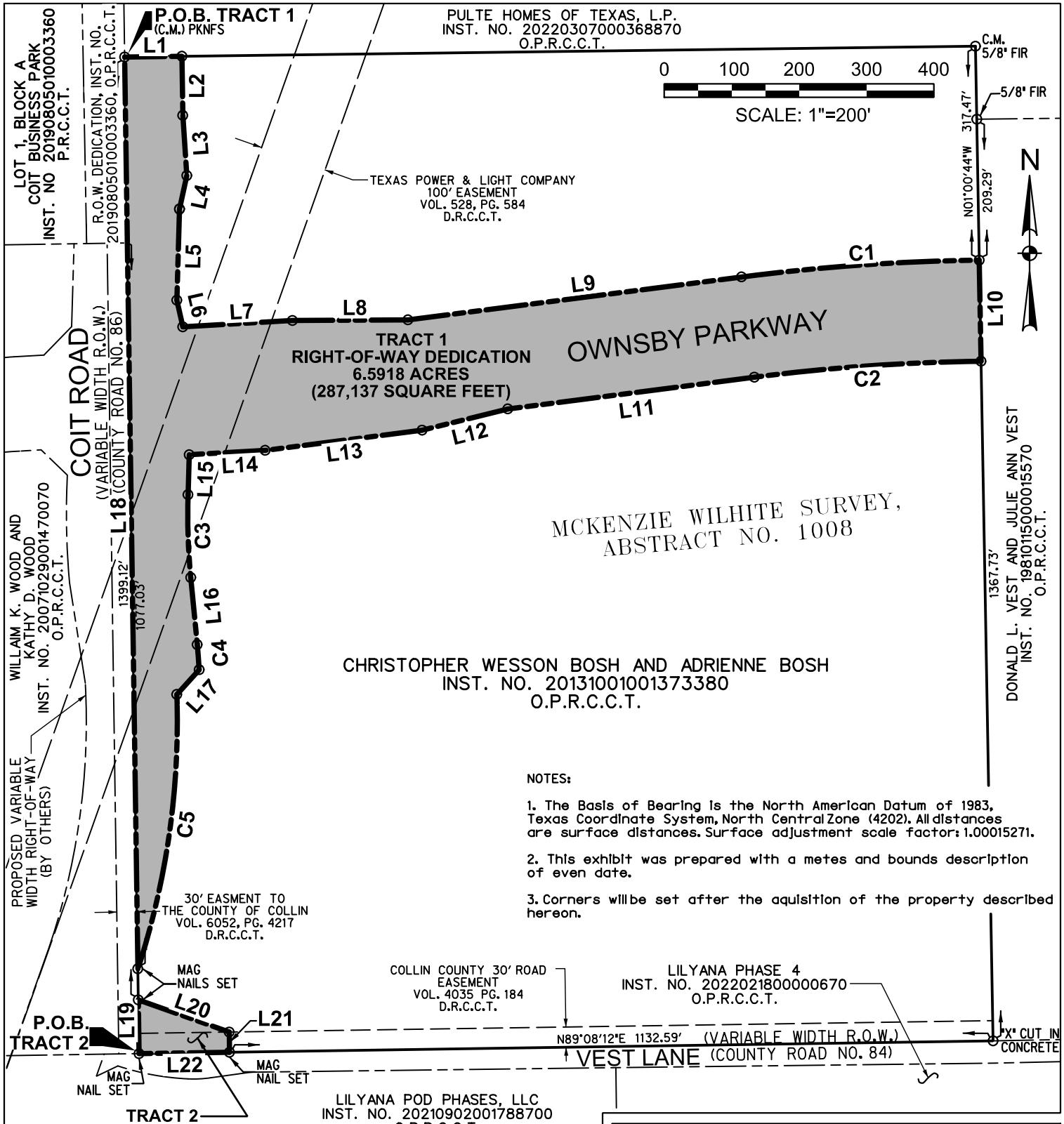
This metes and bounds description was prepared with an exhibit of even date.

Corners will be set after the acquisition of the property described hereon.

7-24-23

Adam T. Johnson
Registered Professional Land Surveyor
Texas Registration Number 6664X
TBPELS SURVEYING FIRM NO. 10029600





NOTES:

1. The Basis of Bearing is the North American Datum of 1983, Texas Coordinate System, North Central Zone (4202). All distances are surface distances. Surface adjustment scale factor: 1.00015271.

2. This exhibit was prepared with a metes and bounds description of even date.

3. Corners willbe set after the aquisition of the property described hereon.

LEGEND

O	ONE HALF INCH SET IRON ROD WITH YELLOW CAP STAMPED "HALFF" (UNLESS OTHERWISE NOTED)
PKNFS	PK NAIL FOUND WITH SHINER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
FIR	FOUND IRON ROD
VOL., PG.	VOLUME AND PAGE
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PUBLIC RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
C.M.	CONTROLING MONUMENT

EXHIBIT B
2 PROPOSED RIGHT-OF-WAY DEDICATIONS
(TRACT 1) 6.5918 ACRES (287,137 SQUARE FEET)
(TRACT 2) 0.1691 OF AN ACRE (7,367 SQUARE FEET)

SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS
FOR
CITY OF CELINA
PREPARED BY

halff
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081
SCALE: 1"=200' (214)346-6200 AVO. 46492 JUNE, 2023

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EXHIBIT "A"
5 DRAINAGE EASEMENTS
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS

TRACT 1

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1008, City of Celina, Collin County, Texas, being a portion of that tract of land described in deed to Christopher Wesson Bosh and Adrienne Bosh, recorded in Instrument No. 2013001001373380 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a PK nail with shiner found for the northwest corner of said Bosh tract, the southwest corner of that tract of land described in Correction Special Warranty Deed to Pulte Homes of Texas, L.P. recorded in Instrument Number 20220307000368870 O.P.R.C.C.T., and being in the approximate center of Coit Road (County Road 86 a variable width right-of-way);

THENCE North 89 degrees 16 minutes 32 seconds East, with the common south line of said Pulte Homes of Texas tract and the north line of said Bosh tract, departing said Coit Road a distance of 85.00 feet to a point for corner;

THENCE South 00 degrees 49 minutes 50 seconds East departing said common line over and across said Bosh tract a distance of 87.84 feet to the **POINT OF BEGINNING**;

THENCE South 58 degrees 20 minutes 00 seconds East a distance of 51.94 feet to a point for corner;

THENCE South 31 degrees 40 minutes 00 seconds West, a distance of 72.76 feet to a point for corner;

THENCE North 03 degrees 51 minutes 20 seconds West, a distance of 89.40 feet to the **POINT OF BEGINNING** and containing 1,890 square feet or 0.0434 of an acre of land, more or less.

TRACT 2

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1008, City of Celina, Collin County, Texas, being a portion of that tract of land described in deed to Christopher Wesson Bosh and Adrienne Bosh, recorded in Instrument No. 2013001001373380 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at 5/8-inch iron rod found for the northeast corner of said Bosh tract, being in the south line of that tract of land described in Correction Special Warranty Deed to Pulte Homes of Texas, L.P. recorded in Instrument Number 20220307000368870 O.P.R.C.C.T.;

THENCE South 01 degree 00 minutes 44 seconds East with the east line of said Bosh tract, passing at a distance of 108.19 feet, a 5/8-inch found iron rod in the south line of said Pulte Homes of Texas tract, being the northwest corner of that tract of land described in Warranty Deed to Donald L. Vest and Julie Ann Vest recorded in Instrument Number 19810115000015570

O.P.R.C.C.T. and continuing a total distance of 317.47 feet to a point for corner on the proposed north right-of-way line of Ownsby Parkway and the beginning of a non-tangent curve to the left;

THENCE westerly with said proposed north right-of-way line, departing the east line of said Bosh tract the west line of said Vest tract, with said proposed north right-of-way line and with said non-tangent curve to the left having a radius of 3,075.00 feet having a central angle of 04 degrees 05 minutes 07 seconds an arc distance of 219.25 feet and whose chord bears South 87 degrees 12 minutes 50 seconds West, a distance of 219.21 feet to the **POINT OF BEGINNING**;

THENCE continuing with said curve to the left, having a radius of 3,075.00 feet, a central angle of 02 degrees 30 minutes 20 seconds, an arc distance of 134.47 feet whose chord bears South 83 degrees 55 minutes 06 seconds West, a distance of 134.46 feet to a point for corner;

THENCE South 82 degrees 39 minutes 56 seconds West, continuing with said proposed right-of-way line, a distance of 68.81 feet to a point for corner;

THENCE North 54 degrees 30 minutes 38 seconds East departing said proposed right-of-way line, a distance of 52.81 feet to a point for corner and the beginning of a non-tangent curve to the right;

THENCE easterly with said non-tangent curve to the right having a radius of 3,100.00 feet, through a central angle of 02 degrees 03 minutes 56 seconds, an arc distance of 111.76 feet and whose chord bears North 83 degrees 17 minutes 14 seconds East a distance of 111.75 feet to a point for corner;

THENCE South 66 degrees 39 minutes 43 seconds East a distance of 52.24 feet to the **POINT OF BEGINNING** and containing 3,933 square feet or 0.0903 of an acre of land, more or less.

TRACT 3

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1008, City of Celina, Collin County, Texas, being a portion of that tract of land described in deed to Christopher Wesson Bosh and Adrienne Bosh, recorded in Instrument No. 2013001001373380 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at 5/8-inch iron rod found for the northeast corner of said Bosh tract, being in the south line of that tract of land described in Correction Special Warranty Deed to Pulte Homes of Texas, L.P. recorded in Instrument Number 20220307000368870 O.P.R.C.C.T.;

THENCE South 01 degree 00 minutes 44 seconds East with the east line of said Bosh tract, passing at a distance of 108.19 feet, a 5/8-inch found iron rod in the south line of said Pulte Homes of Texas tract, being the northwest corner of that tract of land described in Warranty Deed to Donald L. Vest and Julie Ann Vest recorded in Instrument Number 19810115000015570

O.P.R.C.C.T. and continuing a total distance of 467.47 feet to a point for corner on the proposed south right-of-way line of Ownsby Parkway and the beginning of a non-tangent curve to the left;

THENCE westerly with said proposed south right-of-way line, departing the east line of said Bosh tract the west line of said Vest tract, and with said non-tangent curve to the left, having a radius of 2,925.00 feet, a central angle of 02 degrees 42 minutes 17 seconds, an arc distance of 138.08 feet and whose chord bears South 87 degrees 55 minutes 04 seconds West, a distance of 138.07 feet to the **POINT OF BEGINNING**;

THENCE South 20 degrees 59 minutes 52 seconds East departing said proposed south right-of-way line, a distance of 31.48 feet to the beginning of a non-tangent curve to the left;

THENCE westerly with said non-tangent curve to the left having a radius of 2,895.00 feet, through a central angle of 01 degree 51 minutes 39 seconds, an arc distance of 94.03 feet and whose chord bears South 85 degrees 49 minutes 23 seconds West, a distance of 94.02 feet to a point for corner;

THENCE North 20 degrees 59 minutes 52 seconds West, a distance of 31.18 feet returning to said proposed south right-of-way line, and the beginning of a non-tangent curve to the right;

THENCE easterly with said non-tangent curve to the right having a radius of 2,925.00 feet, through a central angle of 01 degree 50 minutes 24 seconds, an arc distance of 93.94 feet and whose chord bears North 85 degrees 38 minutes 44 seconds East a distance of 93.94 feet to the **POINT OF BEGINNING** and containing 2,819 square feet or 0.0647 of an acre of land, more or less.

TRACT 4

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1008, City of Celina, Collin County, Texas, being a portion of that tract of land described in deed to Christopher Wesson Bosh and Adrienne Bosh, recorded in Instrument No. 2013001001373380 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at 5/8-inch iron rod found for the northeast corner of said Bosh tract, being in the south line of that tract of land described in Correction Special Warranty Deed to Pulte Homes of Texas, L.P. recorded in Instrument Number 20220307000368870 O.P.R.C.C.T.;

THENCE South 01 degree 00 minutes 44 seconds East with the east line of said Bosh tract, passing at a distance of 108.19 feet, a 5/8-inch found iron rod in the south line of said Pulte Homes of Texas tract, being the northwest corner of that tract of land described in Warranty Deed to Donald L. Vest and Julie Ann Vest recorded in Instrument Number 19810115000015570 O.P.R.C.C.T. and continuing a total distance of 467.47 feet to a point for corner on the proposed south right-of-way line of Ownsby Parkway and the beginning of a non-tangent curve to the left;

THENCE westerly continuing with said proposed south right-of-way line, departing the east line of said Bosh tract the west line of said Vest tract, and with said non-tangent curve to the left, having a radius of 2,925.00 feet, a central angle of 06 degrees 36 minutes 17 seconds, an arc distance of 337.17 feet whose chord bears South 85 degrees 58 minutes 05 seconds West, a distance of 336.99 feet to a point for corner;

THENCE South 82 degrees 39 minutes 56 seconds West, continuing with said proposed south right-of-way line a distance of 83.61 feet to the **POINT OF BEGINNING**;

THENCE South 20 degrees 29 minutes 45 seconds West, departing said proposed right-of-way line, a distance of 16.96 feet to a point for corner;

THENCE South 82 degrees 39 minutes 56 seconds West, a distance of 43.58 feet to a point for corner;

THENCE North 78 degrees 23 minutes 16 seconds West, a distance of 46.20 feet to a point for corner on the aforementioned proposed south right-of-way line;

THENCE North 82 degrees 39 minutes 56 seconds East continuing with said proposed south right-of-way line, a distance of 95.19 feet to the **POINT OF BEGINNING** and containing 1,041 square feet or 0.0239 of an acre of land, more or less.

TRACT 5

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1008, City of Celina, Collin County, Texas, being a portion of that tract of land described in deed to Christopher Wesson Bosh and Adrienne Bosh, recorded in Instrument No. 2013001001373380 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a Mag Nail with shiner stamped "HALFF" set for the southwest corner of said Bosh tract, being the southeast corner of that tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument Number 20071029001470070 O.P.R.C.C.T. and being in the intersection of Coit Road (County Road 86 a variable width right-of-way) and Vest Lane (County Road 84 a variable width right-of-way);

THENCE North 00 degrees 49 minutes 50 seconds West, with the common line of said Bosh tract and said Wood tract, and with said Coit Road a distance of 125.92 feet to the beginning of a non-tangent curve to the left, being the proposed east right-of-way line of said Coit Road;

THENCE with the proposed east right-of-way line of said Coit Road the following courses and distances:

Departing said common line, with said non-tangent curve to the left having a radius of 1,175.00 feet, through a central angle of 20 degrees 09 minutes 06 seconds, an arch

distance of 413.26 feet and whose chord bears North 08 degrees 04 minutes 32 seconds East, a distance of 411.14 feet;

North 42 degrees 09 minutes 17 seconds East a distance of 49.50 feet to the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left having a radius of 1,210.00 feet, through a central angle of 00 degrees 39 minutes 23 seconds, an arch distance of 13.86 feet and whose chord bears North 04 degrees 00 minutes 38 seconds West a distance of 13.86 feet to the **POINT OF BEGINNING**;

THENCE northerly with said proposed east right-of-way line and said curve to the left having a radius of 1,210.00 feet, through a central angle of 01 degree 06 minutes 49 seconds, an arc distance of 23.52 feet and whose chord bears North 04 degrees 53 minutes 43 seconds West, a distance of 23.52 feet to a point for corner;

THENCE North 05 degrees 27 minutes 08 seconds West, continuing with said proposed east right-of-way line, a distance of 44.40 feet to a point for corner;

THENCE North 42 degrees 09 minutes 17 seconds East, departing said proposed east right-of-way line, a distance of 11.12 feet to a point for corner;

THENCE South 47 degrees 50 minutes 43 seconds East a distance of 50.00 feet to a point for corner;

THENCE South 42 degrees 09 minutes 17 seconds West, a distance of 57.08 feet to the **POINT OF BEGINNING** and containing 1,699 square feet or 0.0390 of an acre of land, more or less.

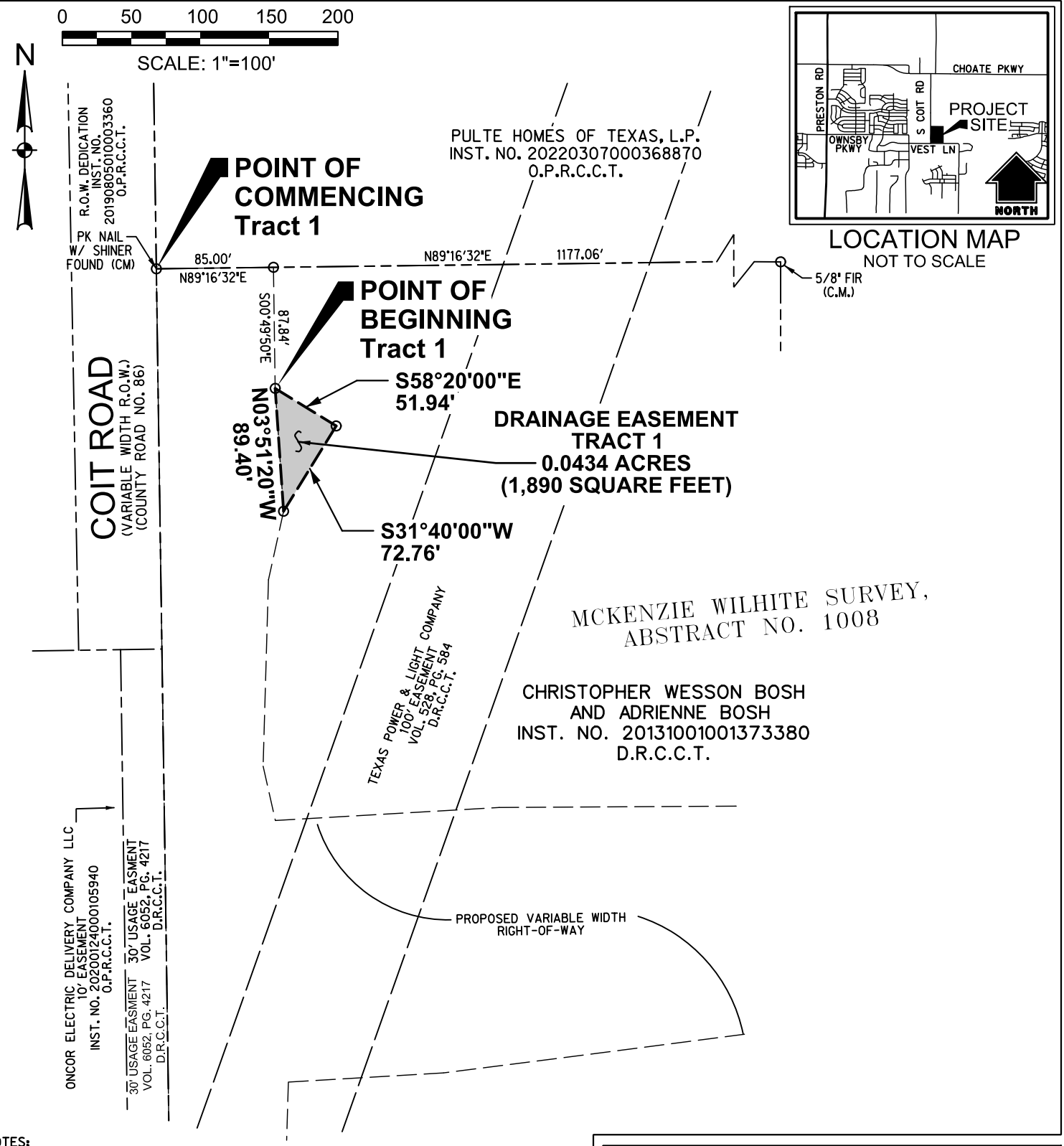
Basis of Bearing: Based on observations using the State Plane Coordinate System, Texas North Central 4202, North American Datum of 1983, 2011 Adjustment. Distances shown hereon are US Survey Feet, displayed in surface values. Grid to Surface Scale Factor = 1.000152710.

This metes and bounds description is accompanied by an exhibit of even date.

7-24-23

Adam T. Johnson Date
Registered Professional Land Surveyor No. 6664
Halff Associates, Inc.
1201 N. Bowser Road, Richardson, TX 75081
(214) 346-6200
TBPELS Surveying Firm No. 10029600





NOTES:

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2. This exhibit was prepared with a metes and bounds description of even date.

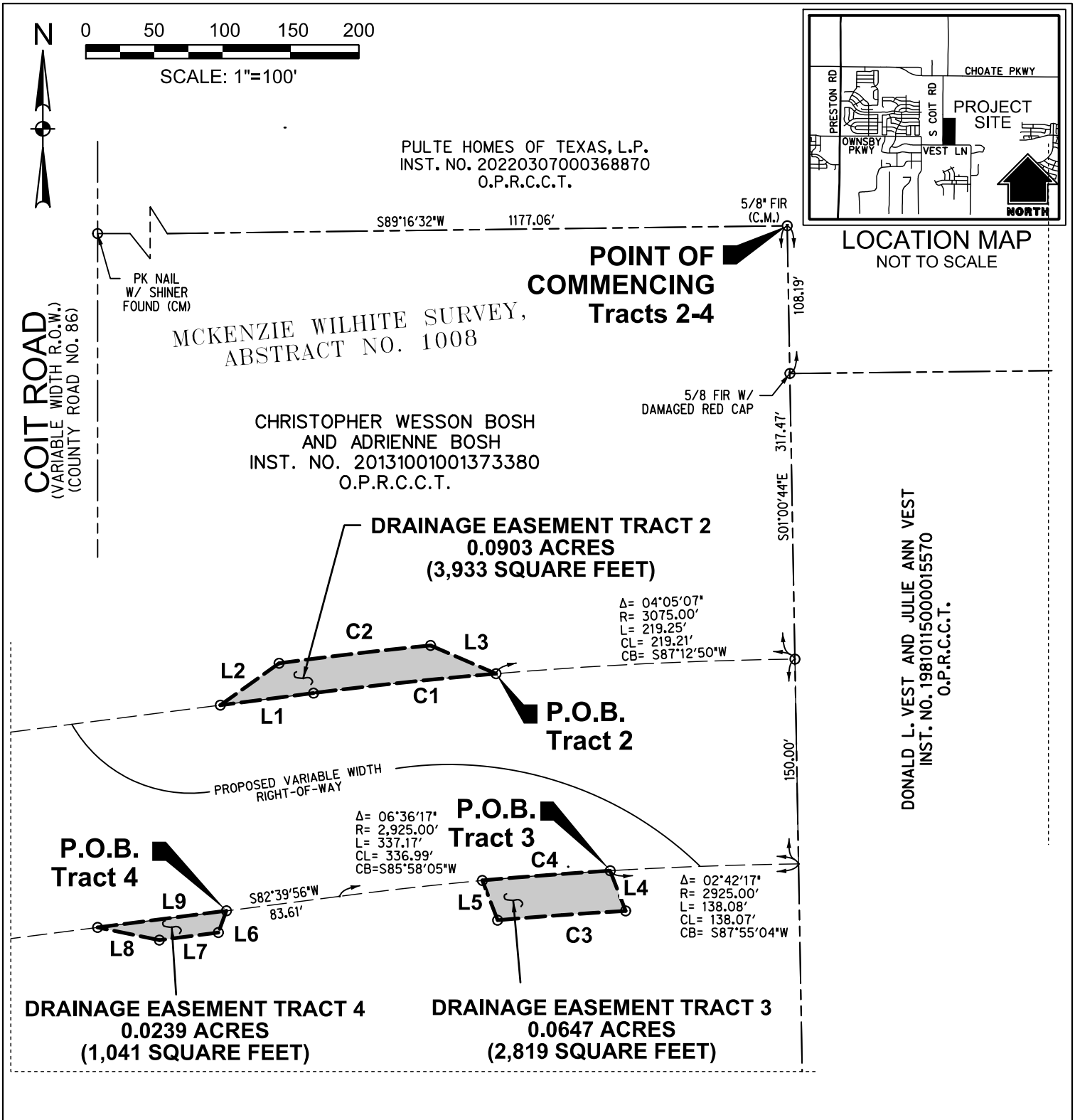
LEGEND

1/2" SIR W/ "HALFF" CAP	ONE HALF INCH SET IRON ROD WITH YELLOW CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
VOL., PG.	VOLUME AND PAGE
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PUBLIC RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
C.M.	CONTROLING MONUMENT

EXHIBIT A
5 PROPOSED DRAINAGE EASEMENTS
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS
FOR
CITY OF CELINA
PREPARED BY

halff
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081
SCALE: 1"=100' (214)346-6200 AVO. 46492 JULY, 2023

7/24/2023 11:18:36 AM



NOTES:

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LEGEND

1/2" SIR W/ "HALFF" CAP	ONE HALF INCH SET IRON ROD WITH YELLOW CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
VOL., PG.	VOLUME AND PAGE
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PUBLIC RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
C.M.	CONTROLING MONUMENT

EXHIBIT A
5 PROPOSED DRAINAGE EASEMENTS
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS
FOR
CITY OF CELINA
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halff
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081
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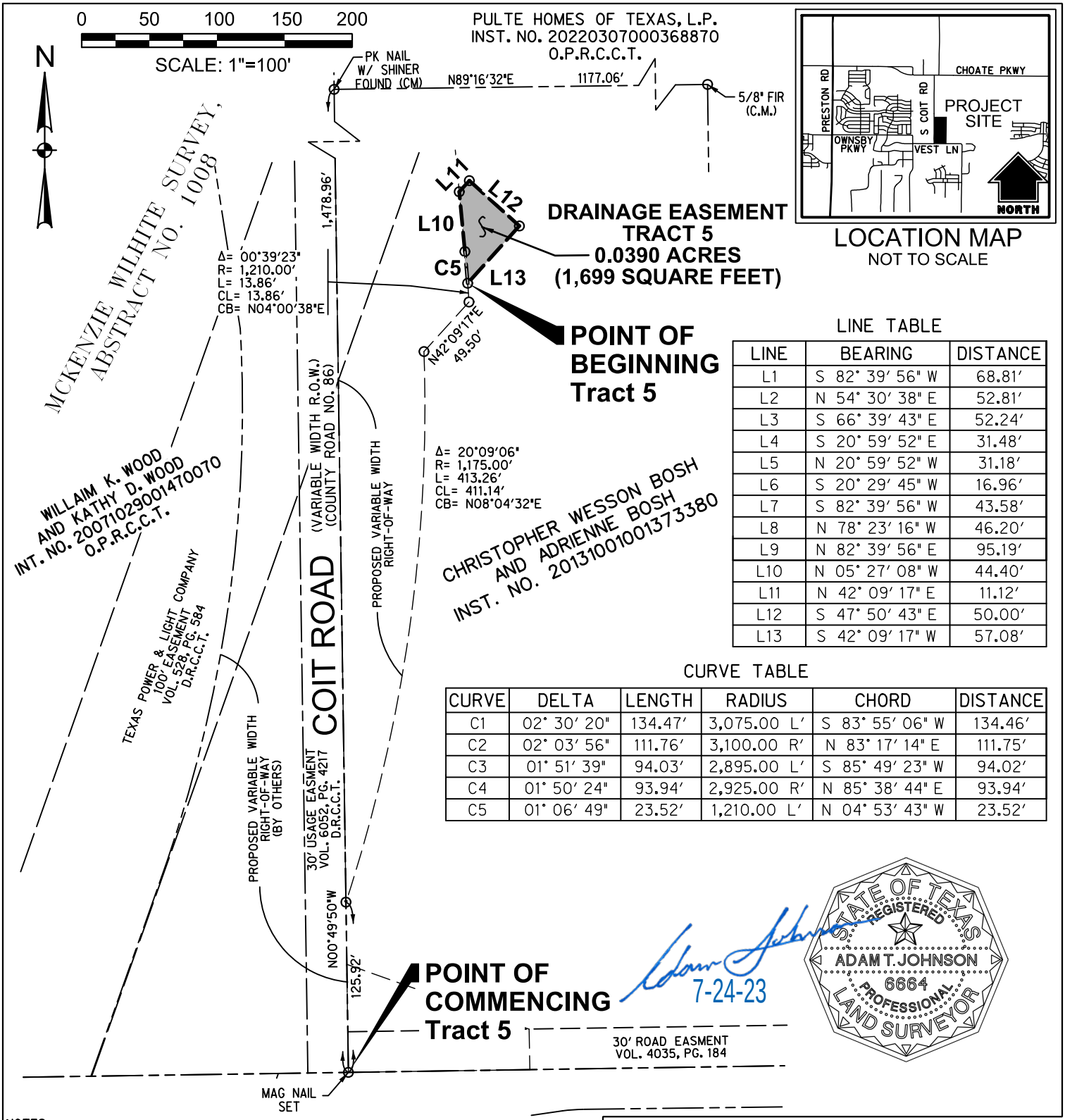


LOCATION MAP
NOT TO SCALE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 82° 39' 56" W	68.81'
L2	N 54° 30' 38" E	52.81'
L3	S 66° 39' 43" E	52.24'
L4	S 20° 59' 52" E	31.48'
L5	N 20° 59' 52" W	31.18'
L6	S 20° 29' 45" W	16.96'
L7	S 82° 39' 56" W	43.58'
L8	N 78° 23' 16" W	46.20'
L9	N 82° 39' 56" E	95.19'
L10	N 05° 27' 08" W	44.40'
L11	N 42° 09' 17" E	11.12'
L12	S 47° 50' 43" E	50.00'
L13	S 42° 09' 17" W	57.08'

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD	DISTANCE
C1	02° 30' 20"	134.47'	3,075.00 L'	S 83° 55' 06" W	134.46'
C2	02° 03' 56"	111.76'	3,100.00 R'	N 83° 17' 14" E	111.75'
C3	01° 51' 39"	94.03'	2,895.00 L'	S 85° 49' 23" W	94.02'
C4	01° 50' 24"	93.94'	2,925.00 R'	N 85° 38' 44" E	93.94'
C5	01° 06' 49"	23.52'	1,210.00 L'	N 04° 53' 43" W	23.52'

STATE OF TEXAS
REGISTERED
ADAM T. JOHNSON
6664
PROFESSIONAL
LAND SURVEYOR

7-24-23

NOTES:

1. The Basis of Bearing is the North American Datum of 1983, Texas Coordinate System, North Central Zone (4202). All distances are surface distances. Surface adjustment scale factor: 1.00015271.

2. This exhibit was prepared with a metes and bounds description of even date.

LEGEND

1/2" SIR W/ "HALFF" CAP	ONE HALF INCH SET IRON ROD WITH YELLOW CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
VOL., PG.	VOLUME AND PAGE
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PUBLIC RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
C.M.	CONTROLING MONUMENT

EXHIBIT A
5 PROPOSED DRAINAGE EASEMENTS
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS
FOR
CITY OF CELINA
PREPARED BY

halff
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081
SCALE: 1"=100' (214)346-6200 AVO. 46492 JULY, 2023

EXHIBIT "A"
2 TEMPORARY CONSTRUCTION EASEMENTS
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS

Tract 1

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1008, City of Celina, Collin County, Texas, being portion of that tract of land described by General Warranty Deed to Crossmar Texas Investments 1, LLC, as recorded in Instrument No. 20170512000612000 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), also being a part of Lot 1, Block A of Coit Business Park, an addition to the extra-territorial jurisdiction of the City of Celina, according to the plat recorded in Instrument No. 20190805010003360 of the Plat Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner on the east line of said Lot 1 and the common west line of Coit Road (County Road No. 86, variable width right-of-way), from which the northeast corner of said Lot 1 bears North 01 degree 04 minutes 55 seconds West, a distance of 75.75 feet;

THENCE South 01 degree 04 minutes 55 seconds East, with said common line, a distance of 100.00 feet to a point for corner;

THENCE departing said common line, over and across said Lot 1 the following courses and distances:

South 88 degrees 55 minutes 05 seconds West, a distance of 50.00 feet to a point for corner;

North 01 degree 04 minutes 55 seconds West, a distance of 100.00 feet to a point for corner;

North 88 degrees 55 minutes 05 seconds East, a distance of 50.00 feet to the **POINT OF BEGINNING** and containing 0.1148 of an acre of land or 5,000 square feet of land, more or less.

EXHIBIT "A"
2 TEMPORARY CONSTRUCTION EASEMENTS
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS

TRACT 2

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1008, City of Celina, Collin County, Texas, being part of that tract of land described by General Warranty Deed to Crossmar Texas Investments 1, LLC, as recorded in Instrument No. 20170512000612000 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), also being a part of Lot 1, Block A of Coit Business Park, an addition to the extra-territorial jurisdiction of the City of Celina, according to the plat recorded in Instrument No. 20190805010003360 of the Plat Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner on the east line of said Lot 1 and the common west line of Coit Road (County Road No. 86, variable width right-of-way), from which the northeast corner of said Lot 1 bears North 01 degree 04 minutes 55 seconds West, a distance of 225.45 feet;

THENCE South 01 degree 04 minutes 55 seconds East, with said common line, a distance of 50.00 feet to a point for corner;

THENCE departing said common line, over and across said Lot 1 the following courses and distances:

South 88 degrees 55 minutes 05 seconds West, a distance of 25.00 feet to a point for corner;

North 01 degree 04 minutes 55 seconds West, a distance of 50.00 feet to a point for corner;

North 88 degrees 55 minutes 05 seconds East, a distance of 25.00 feet to the **POINT OF BEGINNING** and containing 0.0287 of an acre of land or 1,250 square feet of land, more or less.

EXHIBIT "A"
2 TEMPORARY CONSTRUCTION EASEMENTS
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS

Notes:

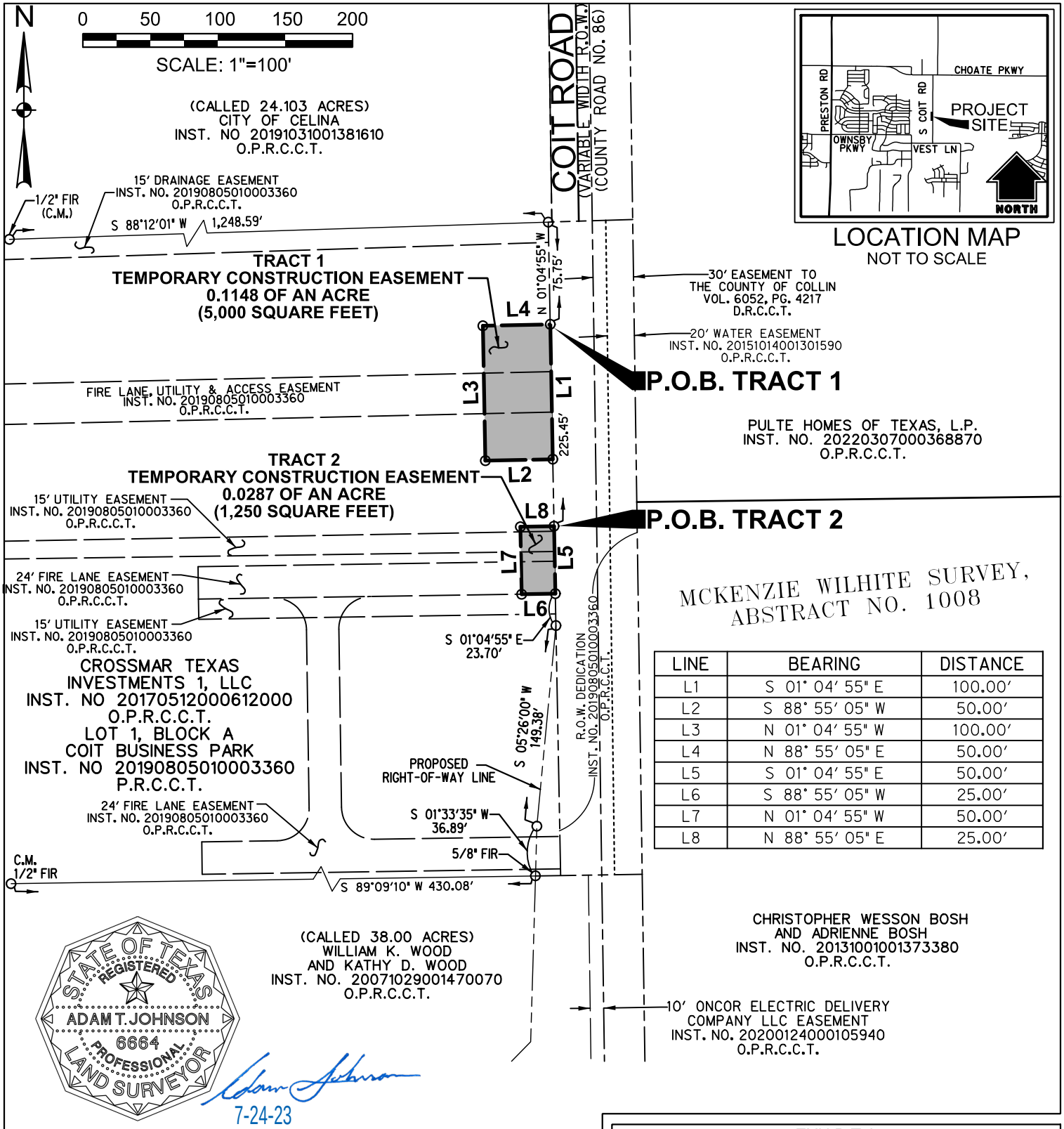
Basis of Bearing is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.00015271

This metes and bounds description was prepared with an exhibit of even date.

7/24/23

Adam T. Johnson
Registered Professional Land Surveyor
Texas Registration Number 6664
TBPELS SURVEYING FIRM NO. 10029600





LINE	BEARING	DISTANCE
L1	S 01° 04' 55" E	100.00'
L2	S 88° 55' 05" W	50.00'
L3	N 01° 04' 55" W	100.00'
L4	N 88° 55' 05" E	50.00'
L5	S 01° 04' 55" E	50.00'
L6	S 88° 55' 05" W	25.00'
L7	N 01° 04' 55" W	50.00'
L8	N 88° 55' 05" E	25.00'

NOTES:

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2. This exhibit was prepared with a metes and bounds description of even date.

LEGEND

FIR	FOUND IRON ROD
VOL., PG.	VOLUME AND PAGE
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PUBLIC RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
C.M.	CONTROLING MONUMENT

EXHIBIT A
2 TEMPORARY CONSTRUCTION EASEMENTS
TRACT 1
0.1148 OF AN ACRE (5,000 SQUARE FEET)
TRACT 2
0.0287 OF AN ACRE (1,250 SQUARE FEET)
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS
FOR
CITY OF CELINA
PREPARED BY
halff
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081
SCALE: 1"=100' (214)346-6200 AVO. 46492 JULY, 2023

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EXHIBIT "A"
PROPOSED RIGHT-OF-WAY DEDICATION
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1008, City of Celina, Collin County, Texas, being part of that tract of land described by General Warranty Deed to Crossmar Texas Investments 1, LLC, as recorded in Instrument No. 20170512000612000 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), also being a part of Lot 1, Block A of Coit Business Park, an addition to the extra-territorial jurisdiction of the City of Celina, according to the plat recorded in Instrument No. 20190805010003360 of the Plat Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said Lot 1, the southwest corner of a right-of-way dedication as shown on said Coit Business Park plat, the west right-of-way line of Coit Road (variable width right-of-way, also known as County Road 86) and on the north line of a called 38.00 acre tract described in deed to William K. Wood and Kathy D. Wood as recorded in Instrument No. 20071029001470070, O.P.R.C.C.T;

THENCE South 89 degrees 09 minutes 10 seconds West, with the south line of said Lot 1 and the north line of said Wood tract, a distance of 18.65 feet to a 5/8-inch iron rod found, from which a 1/2-inch iron rod found at the southwest corner of said Lot 1 bears South 89 degrees 09 minutes 10 seconds West, a distance of 430.08 feet;

THENCE over and across said Lot 1, the following bearings and distances:

North 01 degree 33 minutes 35 seconds East, departing the south line of said Lot 1 and the north line of said Wood tract, a distance of 36.89 feet to 1/2-inch iron rod set with cap stamped "HALFF" (herein after referred to as iron rod set with cap);

North 05 degrees 26 minutes 00 seconds East, a distance of 149.38 feet to an iron rod set with cap on the east line of said Lot 1, and said west right-of-way line of Coit Road;

THENCE South 01 degree 04 minutes 55 seconds East, with the east line of said Lot 1, and the west right-of-way line of said Coit Road, a distance of 185.35 feet to the **POINT OF BEGINNING** and containing 1,915 square feet or 0.0440 of an acre of land, more or less.

EXHIBIT "A"
PROPOSED RIGHT-OF-WAY DEDICATION
SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS

NOTES:

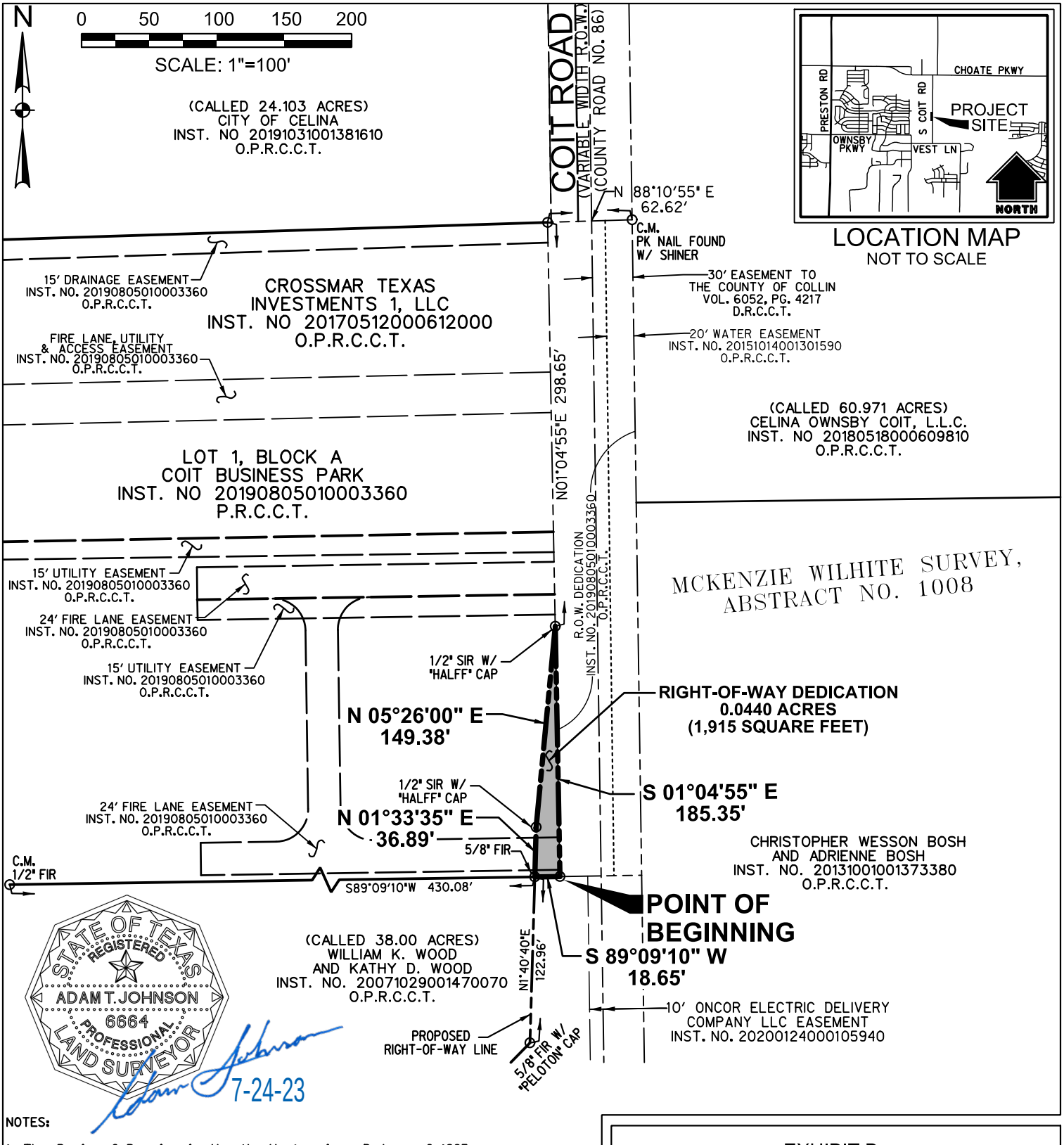
1. Basis of Bearing: Based on observations using the State Plane Coordinate System, Texas North Central 4202, North American Datum of 1983, 2011 Adjustment. Distances shown hereon are US Survey Feet, displayed in surface values. Grid to Surface Scale Factor = 1.000152710.

2. This metes and bounds description is accompanied by an exhibit of even date.

7-24-23

Adam T. Johnson Date
Registered Professional Land Surveyor No. 6664
Halff
1201 N. Bowser Road, Richardson, TX 75081
(214) 346-6200
TBPELS Surveying Firm No. 10029600





LOCATION MAP
NOT TO SCALE

NOTES:

1. The Basis of Bearing is the North American Datum of 1983, Texas Coordinate System, North Central Zone (4202). All distances are surface distances. Surface adjustment scale factor: 1.00015271.

2. This exhibit was prepared with a metes and bounds description of even date.

LEGEND

1/2" SIR W/ "HALFF" CAP	ONE HALF INCH SET IRON ROD WITH YELLOW CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
VOL., PG.	VOLUME AND PAGE
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PUBLIC RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
C.M.	CONTROLING MONUMENT

EXHIBIT B
PROPOSED RIGHT-OF-WAY DEDICATION
0.0440 ACRES (1,915 SQUARE FEET)

SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS
FOR
CITY OF CELINA
PREPARED BY

halff
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081
SCALE: 1"=100' (214)346-6200 AVO. 46492 JUNE, 2023

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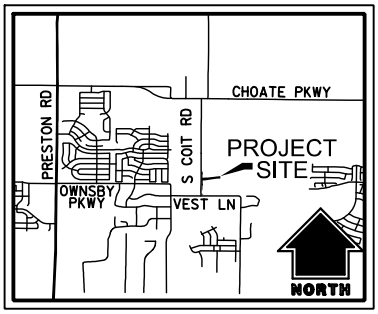
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89° 16′ 32" E	85.00′
L2	S 00° 49′ 50" E	87.84′
L3	S 03° 51′ 20" E	89.40′
L4	S 12° 22′ 42" W	50.89′
L5	S 01° 40′ 00" W	135.31′
L6	S 12° 37′ 02" E	40.53′
L7	N 86° 40′ 00" E	162.90′
L8	N 89° 41′ 10" E	171.28′
L9	N 82° 39′ 56" E	498.81′
L10	S 01° 00′ 44" E	150.00′
L11	S 82° 39′ 56" W	368.81′
L12	S 76° 05′ 01" W	130.86′
L13	S 82° 39′ 56" W	234.75′
L14	S 86° 40′ 00" W	112.85′
L15	S 01° 40′ 00" W	59.28′
L16	S 05° 27′ 08" E	100.00′
L17	S 42° 09′ 17" W	49.50′
L18	N 00° 49′ 50" W	1353.04′
L19	N 00° 49′ 50" W	79.85′
L20	S 70° 28′ 14" E	143.07′
L21	S 00° 51′ 48" E	30.00′
L22	S 89° 08′ 24" W	134.15′



LOCATION MAP
NOT TO SCALE

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD	DISTANCE
C1	06° 35′ 27"	353.72′	3,075.00 R′	N 85° 57′ 40" E	353.53′
C2	06° 36′ 17"	337.17′	2,925.00 L′	S 85° 58′ 05" W	336.99′
C3	07° 07′ 08"	123.00′	990.00 L′	S 01° 53′ 34" E	122.93′
C4	01° 46′ 12"	37.38′	1,210.00 R′	S 04° 34′ 02" E	37.38′
C5	20° 09′ 06"	413.26′	1,175.00 R′	S 08° 04′ 32" W	411.14′

STATE OF TEXAS
REGISTERED
ADAM T. JOHNSON
6664
PROFESSIONAL
LAND SURVEYOR

7-24-23

NOTES:

1. The Basis of Bearing is the North American Datum of 1983, Texas Coordinate System, North Central Zone (4202). All distances are surface distances. Surface adjustment scale factor: 1.00015271.

2. This exhibit was prepared with a metes and bounds description of even date.

3. Corners will be set after the aquisition of the property described hereon.

LEGEND

O	ONE HALF INCH SET IRON ROD WITH YELLOW CAP STAMPED "HALFF"
PKNFS	PK NAIL FOUND WITH SHINER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
FIR	FOUND IRON ROD
VOL., PG.	VOLUME AND PAGE
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PUBLIC RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
C.M.	CONTROLING MONUMENT

EXHIBIT B
2 PROPOSED RIGHT-OF-WAY DEDICATIONS
(TRACT 1) 6.5918 ACRES (287,137 SQUARE FEET)
(TRACT 2) 0.1691 OF AN ACRE (7,367 SQUARE FEET)

SITUATED IN THE
MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008
CITY OF CELINA, COLLIN COUNTY, TEXAS
FOR
CITY OF CELINA
PREPARED BY

halff
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081
SCALE: N/A (214)346-6200 AVO. 46492 JUNE, 2023

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7/24/2023 8:40:38 AM

RESOLUTION NO. 2022-57R

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 RIGHT OF WAY, WATER EASEMENTS, DRAINAGE EASEMENTS, SLOPE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT FOR THE COIT ROADWAY PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for construction of Coit Road from Vest Lane to approximately 1200 linear feet from Punk Carter Parkway.

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

Section 1: That the findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: That the City Manager is authorized to execute purchase contracts, deeds and easements and to disburse purchase and closing funds necessary to acquire property interests in the locations identified in the attached Exhibit "A" on behalf of the City of Celina, and further the City Manager is authorized to execute any other documents required to acquire the property interest reflected in Exhibit "A".

Section 3: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

DULY PASSED AND APPROVED by the City Council of Celina, Texas, this 8th day of November 2022.

ATTEST:

Lauren Field, City Secretary

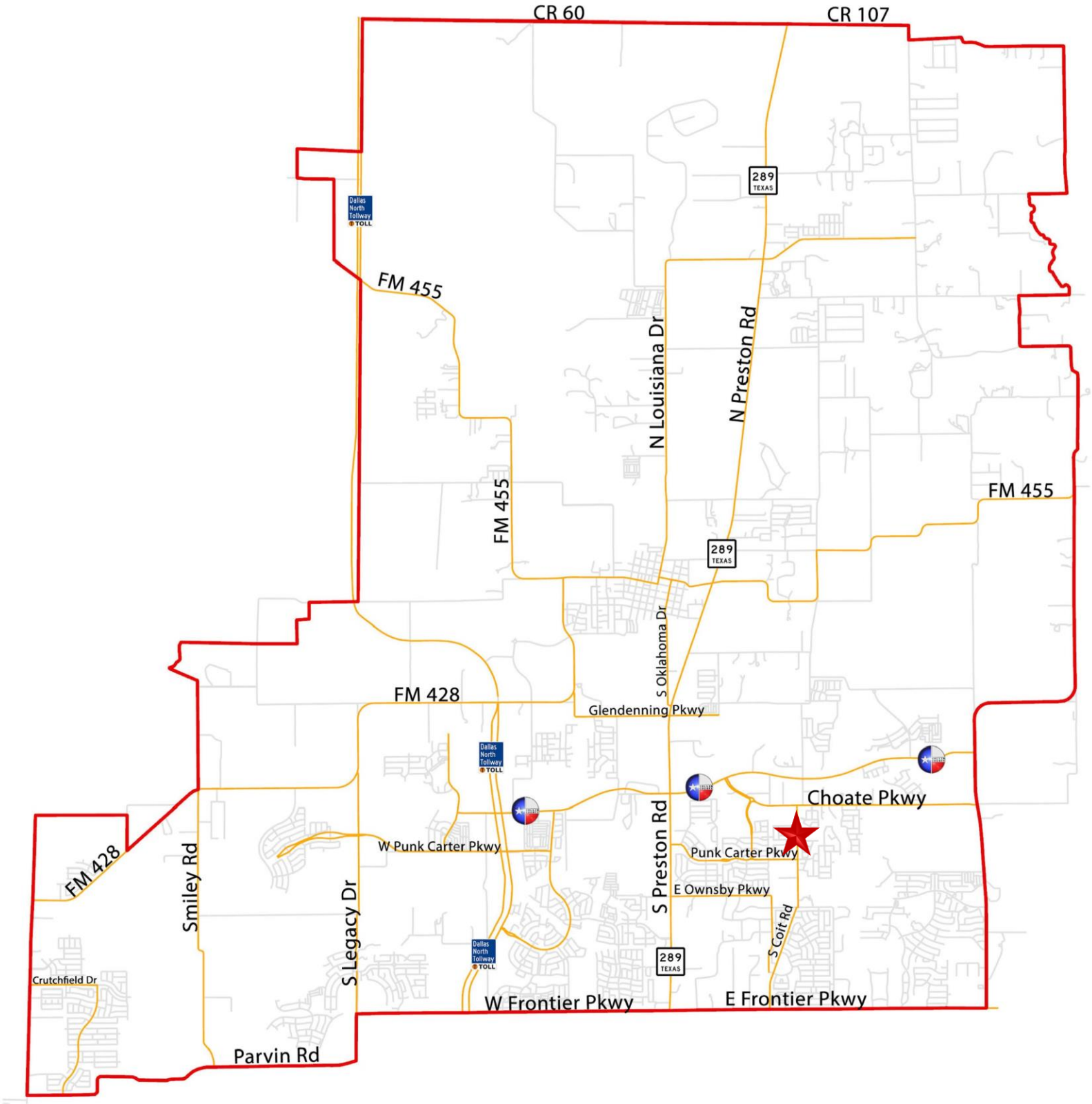
THE CITY OF CELINA TEXAS

APPROVED:

Sean Terry, Mayor

Exhibit A

Property ID	Owner	Legal Description	City	State	Zip Code
2635660	Wood William K & Kathy D	Abs A1008 Mckinzie Wilhite Survey, Tract 4, 37.5534 Acres	Celina	TX	75009
2137874	Bosh Christopher Wesson & Adrienne	Abs A1008 Mckinzie Wilhite Survey, Tract 3, 43.0 Acres	Celina	TX	75009
2800632	Crossmar Texas Investments 1 LLC	Coit Business Park, Blk A, Lot 1	Celina	TX	75009
2137873	Pulte Homes Of Texas LP	Abs A1008 Mckinzie Wilhite Survey, Tract 2, 29.009 Acres	Celina	TX	75009
2780282	Pulte Homes Of Texas LP	Abs A1009 Mckinzie Wilhite Survey, Tract 6, 32.09 Acres	Celina	TX	75009
2693050	Westgate Hs Celina Investments LP	Abs A1009 Mckinzie Wilhite Survey, Tract 1, 18.4815 Acres	Celina	TX	75009
2643894	Westgate Hs Celina Investments LP	Abs A1008 Mckinzie Wilhite Survey, Tract 1, 1.1275 Acres	Celina	TX	75009
2829267	GRBK Edgewood LLC	Abs A1009 Mckinzie Wilhite Survey, Tract 8, 3.018 Acres	Celina	TX	75009
2075336	MCREF SFR 1 Wilson Creek LLC	Abs A1009 Mckinzie Wilhite Survey, Tract 3, 45.581 Acres	Celina	TX	75009
2771064	Westgate Hs Celina Investments LP	Abs A1009 Mckinzie Wilhite Survey, Tract 5, 3.648 Acres	Celina	TX	75009


CR 60
CR 107
289
TEXAS
Dallas North Tollway TOLL
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
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Coit Rd
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

CELINA TEXAS EST. 1876
Life Connected.

CHOATE PKWY
EVERGREEN TRL
PUNK CARTER PKWY
S COIT RD
LANDMARK DR
AZURE LN
VEST LN
Project Area

Parcels of interest

Legend

- Roads
- S Coit Road
- Parcels
- Project Area

S Coit Road
City of Celina

3/13/2024

N W E S
0 445 890
Feet

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:	April 9, 2024
Re:	Update on the Government Center schematic design

Action Requested:
Update on the Government Center schematic design (Brawner)

Background Information:
On April 11, 2023, the City Council authorized the selection of Harley Ellis Devereaux (HED) for the Government Center Master Plan. The master plan was completed and presented to City Council on November 14, 2023. At the same meeting, City Council approved Amendment 1 to the original agreement which includes preparing the plans, specifications, and construction estimates (PS&E) for the 110,000-square-foot building and the ~375-space parking garage. The total contract amount is $7,631,901.10. Amendment 1 is broken down into five tasks - schematic design (SD), design development (DD), construction documents (CD), bid set (BS), and construction administration (CA). The City executed Task 1 to develop the proposed SD for the Government Center and the full PS&E for the parking garage.

On December 14, 2023, HED representatives hosted a kick-off meeting with all departments outlining the design schedule. Using the program document generated from the master planning processing, HED scheduled individual meetings with each director to review their programming document compared to their current and future needs. HED then developed a draft floor plan utilizing this information. After the draft plan was developed, HED staff then met with each director again to evaluate their proposed floor plan and make additional accommodations as necessary. Separate meetings were held on library design, building height and code application, fire safety, HVAC, audio-visual technology, park development, security, information technology, catering kitchen, special event utilization, utility billing operation, and furniture selection options. Celina's design team met with HED weekly to evaluate the progress of the design, the proposed schematic design relative to cost, the design intent of the building, and both the interim

and long-term library use.

Staff is presenting the proposed SD for the government center project and looking for direction from the council.

Legal Review:
Legal has previously reviewed and approved the contract form.

Supporting Documents:
1. SD council 04.04.24 (P)

Financial Consideration:
Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff is recommending that the City execute the remainder of the design contract.

GOVERNMENT CENTER SCHEMATIC DESIGN

April 9, 2024





Design Process

- 4/11/23 – Council authorized master plan
- 11/14/23 – Presented Master plan & Authorized design contract with HED
- 12/14/23 – HED held kick-off meeting with all directors
- January 24 – HED developed draft floor plan based on programming document
- February 24 – HED presented draft floor plan to directors for feed back & then presented revised floor plans as necessary
- March 24 – HED presented final floor plan to executive team that reviewed and revised with additional recommendations
- April – SD presentation to Council

Please add: topic to discuss, what information/decisions needed, who needs to be involved
Red items are meetings separate from weekly meeting time

Date	ARCH	INT	STRUCT	LIBRARY	SITE (Civil/Landscape)	MEP	TECH	OTHER
8-Jan			Approach to structure, including potential hybrid systems	Library workshop 1 Preliminary floorplan & furniture test fit) January 12 morning preferred	Site approach: Garage layout, alley programming, fire lane requirements, utility questions [FIRE, PLANNING & ENGINEERING]		Technology questionnaire	Admin
18-Jan	Exterior look & feel - window openings, materiality, massing (30 min)	Updated Interior look and feel (30 min)			Garage functional design: EV parking, access control, payment, parking counts, restrooms (1 hr)	HVAC system update confirmation		Admin [interior tours tentative date 1/19]
22-Jan	Rooftop design options & Garage cladding [Parks, Fire, HR, Carla, Events]	Security/access control for interior areas (how/where to block off) [Police, City Mgr, Karla]			Site look and feel, rooftop outdoor programming		Technology workshop: meeting space & offices, define standards [City Mgr, IT, Carla]	Admin
29-Jan	Updated exterior elevations & massing [parks, planning]	prelim floorplan layouts (won't start until after city trip jan 19 week) [City Mgr]			preliminary site design options, garage updates [engineering]	Smoke control approach		Admin
5-Feb		updates to look and feel/conceptual materials palete presentation Individual department walk-throughs (2/7 & 2/8)						Admin, Food Service requirements
12-Feb		updated floorplan layouts following end user review meetings [Kim, Barbara, Karla]		Updated floorplan updates (pending scheduling) Library workshop 2: Future adaptability full building (some flexibility on schedule)				Admin
19-Feb	Updated elevations & massing, preliminary 3d exterior views [planning, parks]	Follow-up as needed w/department heads		Floorplan development Update [Library]	Updated site and rooftop design approach [parks, fire]			Admin
26-Feb		preliminary 3d interior views [Kim, Barbara, Karla]		Floorplan update with finishes [library]				Admin
4-Mar	draft council presentation [Barbara, Kim, Karla]	draft council presentation [Barbara, Kim, Karla]		draft council presentation [Barbara, Kim, Karla]	draft council presentation [Barbara, Kim, Karla]			Admin

INTERIOR FLOORPLAN




POSSIBLE ENCLOSED STORAGE FOR JANITORAL STAFF
003 MECHANICAL
004 IDF
ST-3 STAIR 3
056 YS STORAGE
058 YS MANAGER
054 RR
055 WELLNESS
057 STAFF
005 MAIL & STORAGE
011 MEN'S RR
012 FAMILY RR
011A VESTIBULE
010A VESTIBULE
010 WOMEN'S RR
009 JANITOR
013 MECHANICAL
014 MECHANICAL
015 ELECTRICAL
016 MDF
017 IDF
ST-2 STAIR 2
UP
021 CORRIDOR
6'-0"
018 COURTS SECURE STORAGE
052 COMFORT
050 STORAGE
059 TEEN COLLECTIONS
060 TEEN SEATING
008 MECHANICAL
EL-1 ELEV. 1 & 2 SHAFT
007 ELECTRICAL
019 MEDIA
020 CLOSET
051 FAMILY RR
042 STUDY
041 STUDY
158 MAKER SPACE
POSSIBLE ENCLOSED STORAGE FOR JANITORAL STAFF
047 J COLLECTION
043 YOUTH SERVICE DESK
048 FAMILY READING
002 CITY SECRETARY VAULT
001 GENERAL STORAGE
049 STORYTIME
046 TECH
FIRE RATING REQUIRED & FIRE SUPPRESSION + 24 HOUR AIR
OPENING TO ABOVE
045 TOTS COLLECTION
UP
ROOM LEGEND
AMENITY
CITY MANAGER
LIBRARY - CHILDREN'S
LIBRARY - MEETING
LIBRARY - STAFF
LIBRARY - TEEN
RESTROOMS
SUPPORT

5



ROOM LEGEND

- AMENITY
- CONFERENCE
- INCUBATOR
- LIBRARY - ADULT
- LIBRARY - MEETING
- LIBRARY - STAFF
- RESTROOMS
- SUPPORT

6


FULL SIZE FRIDGE, MICROWAVE, SONIC ICE MACHINE, COLD AND HOT WATER TAP
216 MECHANICAL
215 IDF
ST-3 STAIR 3
FILE CABINETS
MOBILE WHITE BOARD
217 OPEN OFFICE
MAGNETIC WHITEBOARD
261 OPEN COLLAB
226 MEDIUM CONF.
230 COFFEE
225 CLOSET/STORAGE
229 WELLNESS
EL-3 SERVICE ELEV.
238 MEN'S RR
239 FAMILY RR
237 WOMEN'S RR
236 JANITOR
DOWN
UP
200 ATRIUM
241 MECHANICAL
242 IDF
ST-2 STAIR 2
UP UP
256 CORRIDOR
243 IT HELP DESK
245 IT WORKROOM
246 IT OFFICE
247 IT OFFICE
248 IT OFFICE
244 OPEN OFFICE
249 UTILITY BILLING OFFICE
250 SMALL CONF.
251 OPEN OFFICE
252 UTILITY BILLING LOBBY
SERVICE WINDOW, TYP.
253 UTILITY METER TECHS
FILE
NOTE: PANIC BUTTON UNDER WORKSURFACE, EACH SERVICE DESK, TYP.
COPIER/PRINTER/ SCANNER W/ SUPPLY CABINETS ABOVE
228 PHONE
231 PHONE
227 PHONE
221 PHONE
222 LOCKERS
214 ENGINEERING OFFICE
218 SMALL CONF.
219 COMM. OFFICE
213 ENGINEERING OFFICE
223 COMM./ENGINEERING SHARED STORAGE
212 PRINT/SUPPLY
224 HUDDLE
COPIER, SMALL SHREDDER, SUPPLIES
211 GIS OFFICE
210 PLANNING OFFICE
209 PLANNING OFFICE
208 BUILDING OFFICE
220 OPEN OFFICE
232 FACILITY STORAGE
233 LARGE CONF.
207 BUILDING OFFICE
206 BUILDING OFFICE
FILE STORAGE AND PRINTER
235 MECHANICAL
234 ELECTRICAL
EL-1 ELEV. 1 & 2 SHAFT
203 PERMIT COUNTER
202 RECEPTION
204 SMALL CONF.
201 LARGE CONF.
205 OPEN OFFICE
ROOM LEGEND
AMENITY
BUILDING
COMM SERVICES
CONFERENCE
ENGINEERING
GIS
HUDDLE ROOMS
IT
PHONE ROOM
PLANNING
RESTROOMS
SUPPORT
UTILITY BILLING
WELLNESS ROOM
GROWTH
COMM. PERMIT


FULL SIZE FRIDGE, MICROWAVE, SONIC ICE MACHINE, COLD AND HOT WATER TAP
348 MECHANICAL
347 SMALL CONF.
ST-3 STAIR 3
349 IDF
346 PURCHASING OFFICE
345 PURCHASING OFFICE
350 FILE STORAGE
344 PHONE
343 PHONE
342 OPEN OFFICE
341 MEDIUM CONF.
338 COFFEE
336 MEN'S RR
337 FAMILY RR
EL-3 SERVICE ELEV.
335 WOMEN'S RR
334 JANITOR
340 CLOSET
339 WELLNESS
DOWN
UP
352 MECHANICAL
ST-2 STAIR 2
UP
353 IDF
355 HR OFFICE
356 PRINT/SUPPLY
BADGE MAKER
COPIER, SMALL SHREDDER, SUPPLIES
315 OPEN COLLABORATION
316 FINANCE OFFICE
317 FINANCF OFFICE
318 FINANCE OFFICE
320 MEDIUM CONF.
319 OPEN COLLABORATION
321 OPEN COLLAB
COPIER, SHREDDER, SHRED BIN, TABLE FOR LAYOUT AND BINDING MACHINE
333 MARKETING OFFICE
332 MARKETING OFFICE
331 MARKETING OFFICE
330 STORAGE
329 HR FILE/STORAGE
322 PRINT/SUPPLY
323 MEDIUM CONFERENCE
324 HUDDLE
325 SMALL CONF.
326 OPEN COLLABORATION
FUTURE GROWTH
328 MECHANICAL
EL-1 ELEV. 1 & 2 SHAFT
327 ELECTRICAL
301 RECEPTION
PANIC BUTTON REQUIRED: SHREDDING EQUIPMENT
357 HR OFFICE
358 HR OFFICE
359 HR OFFICE
354 OPEN OFFICE
360 SMALL CONF.
314 OPEN OFFICE
POWERED CROCK POT TABLE
FURNITURE DIVIDER WALL
HIGHER PANELS HERE
311 MEDIUM CONF.
310 HUDDLE/FLEX
309 CITY SECRETARY
308 CM OFFICE
313 OPEN OFFICE
304 PRINT/SUPPLY
COPIER, SMALL SHREDDER, SUPPLIES
303 CM CONFERENCE
302 MEDIUM CONFERENCE
305 CITY MANAGER
306 CM OFFICE +
307 CM OFFICE +
361 LARGE CONF.
ROOM LEGEND
AMENITY
CITY MANAGER
CONFERENCE
FINANCE
HR
HUDDLE ROOMS
MARKETING
PHONE ROOM
PURCHASING
RESTROOMS
SUPPORT
WELLNESS ROOM
GROWTH

8



ROOM LEGEND

- AMENITY
- COMMUNITY SUPPORT
- CONFERENCE
- HUDDLE ROOMS
- OUTDOOR PATIO / SEATING
- RESTROOMS
- SUPPORT

INTERIOR IMAGES

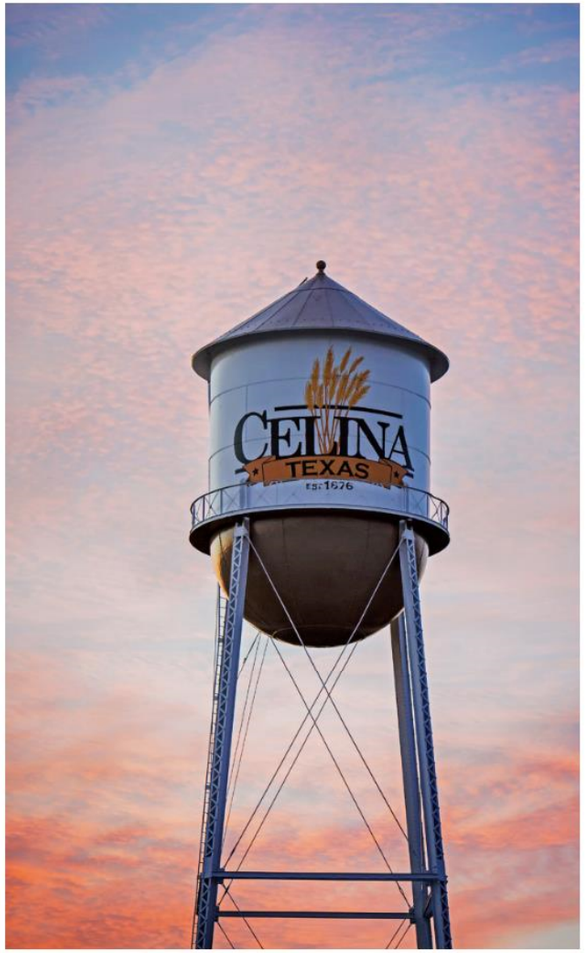


Celina on the Rise







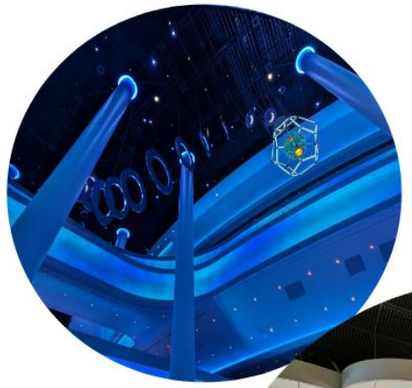


Lower Level – looking east into youth section



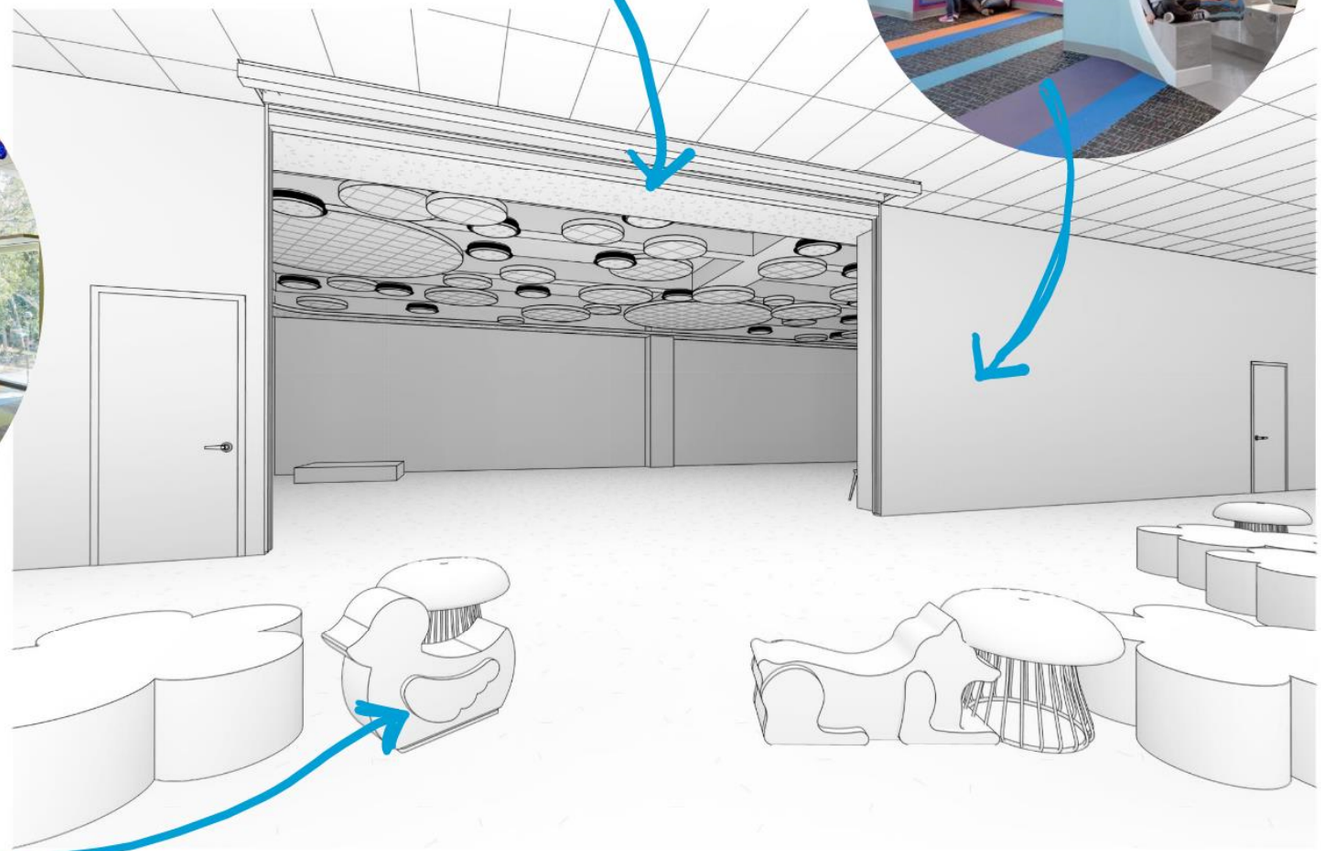
Children's Entry

Lower Level – looking east into youth section



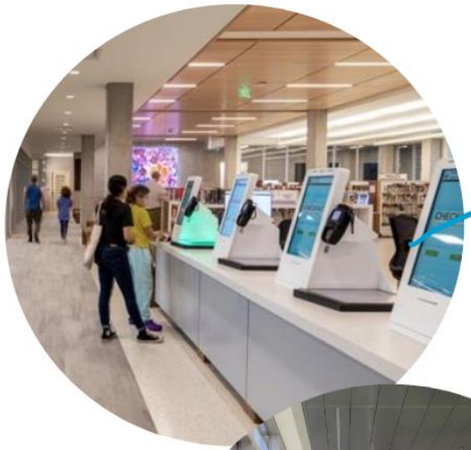








1st Floor – looking into the library









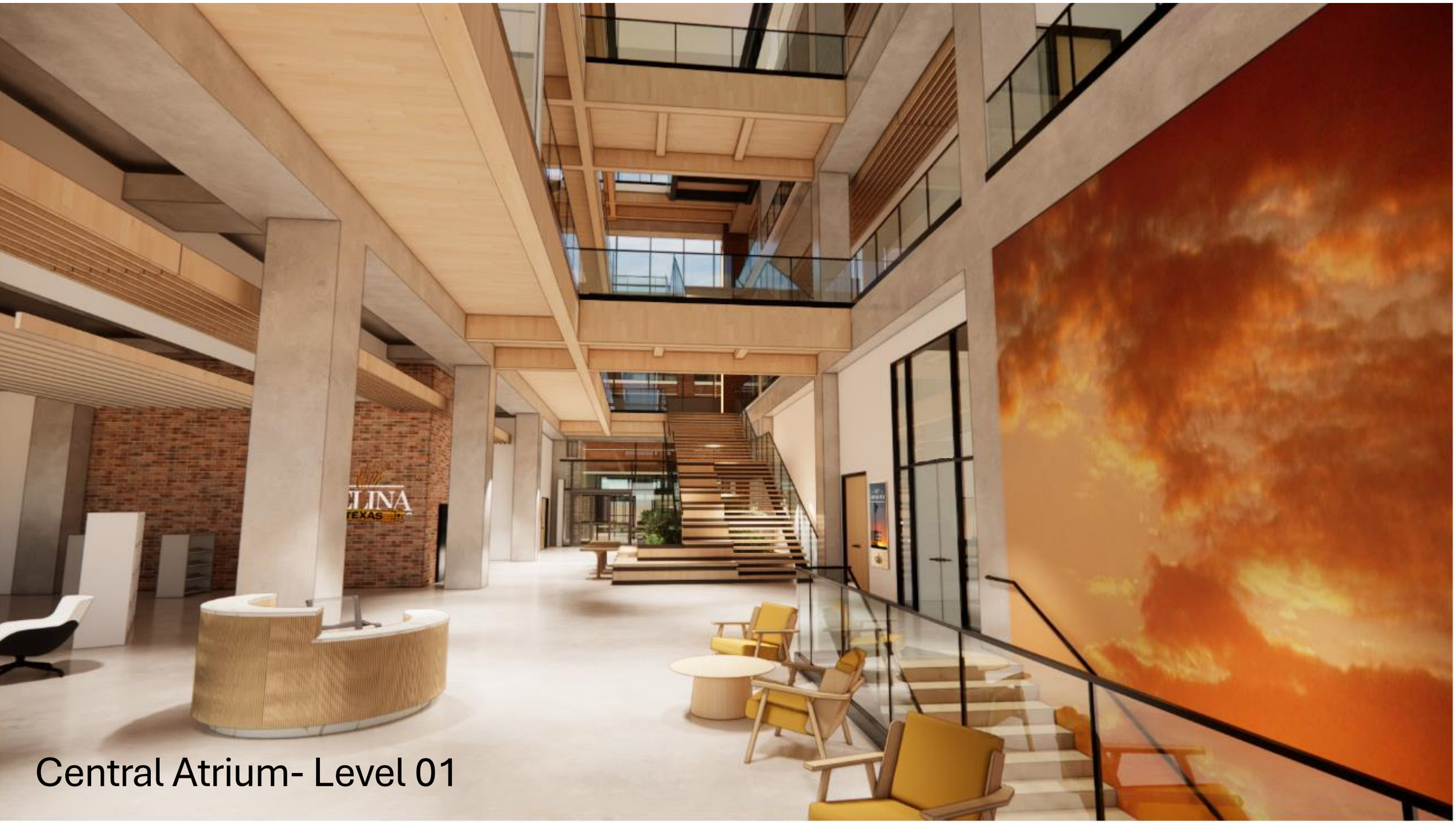
1st Floor – east end of library





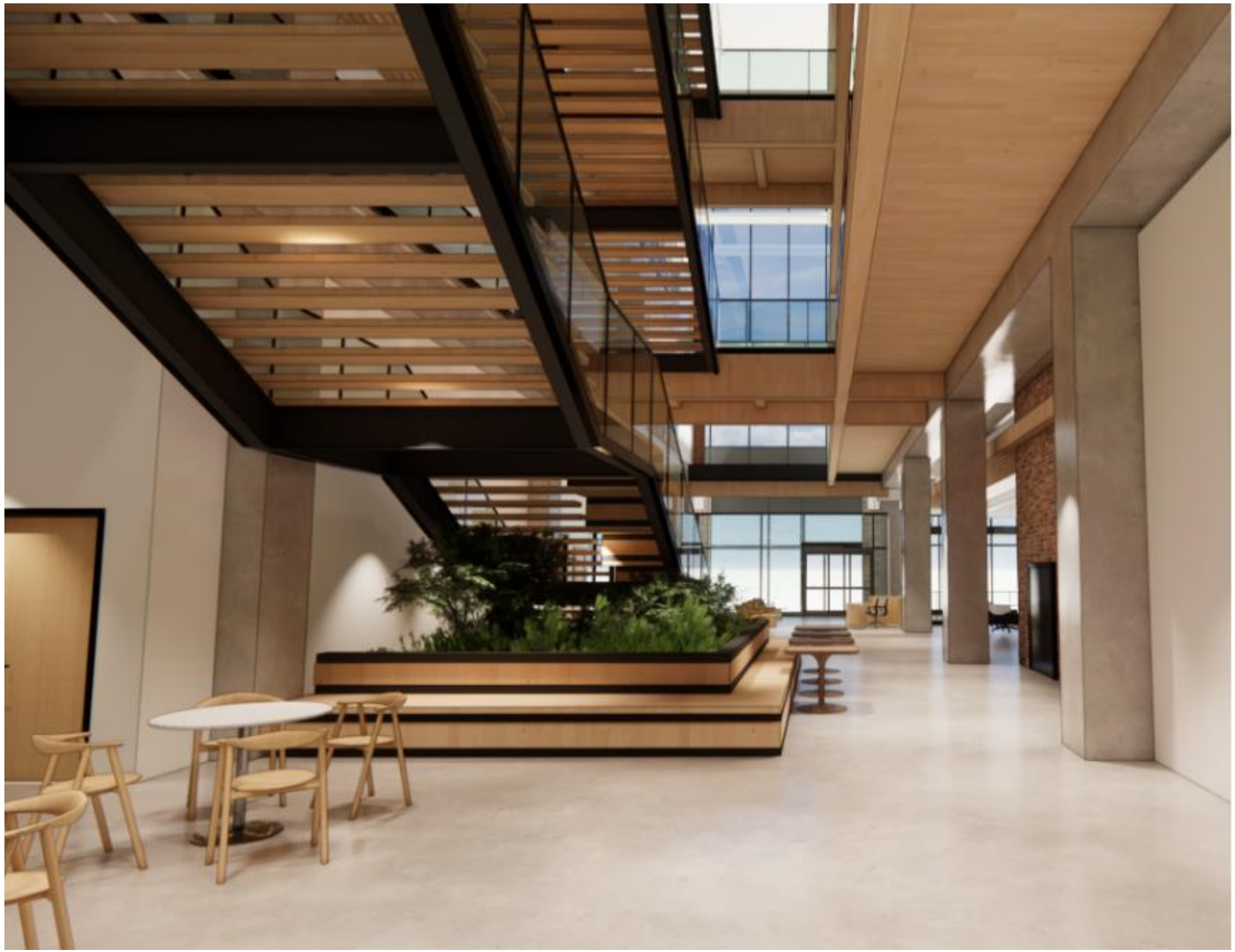






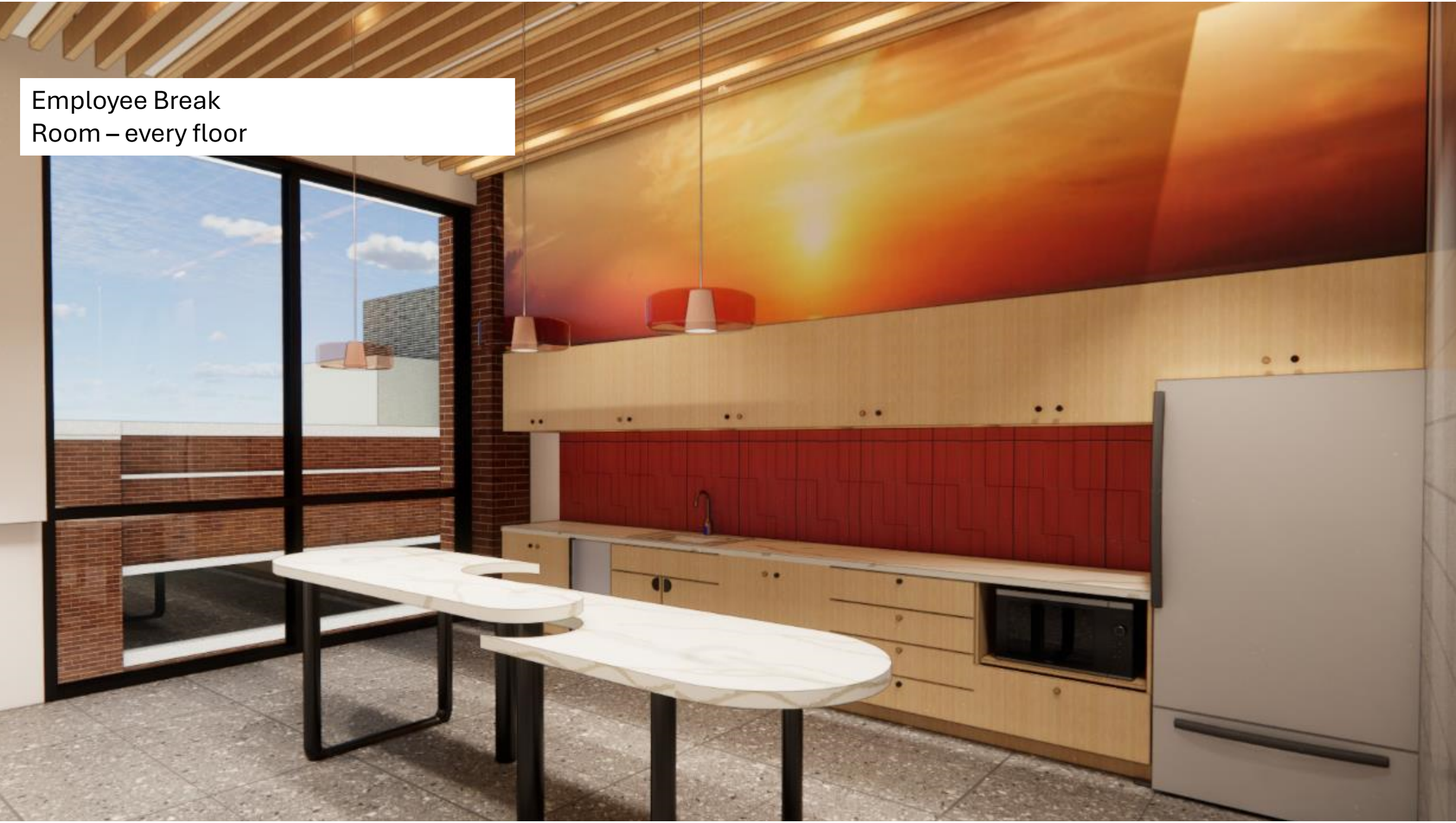
Central Atrium- Level 01





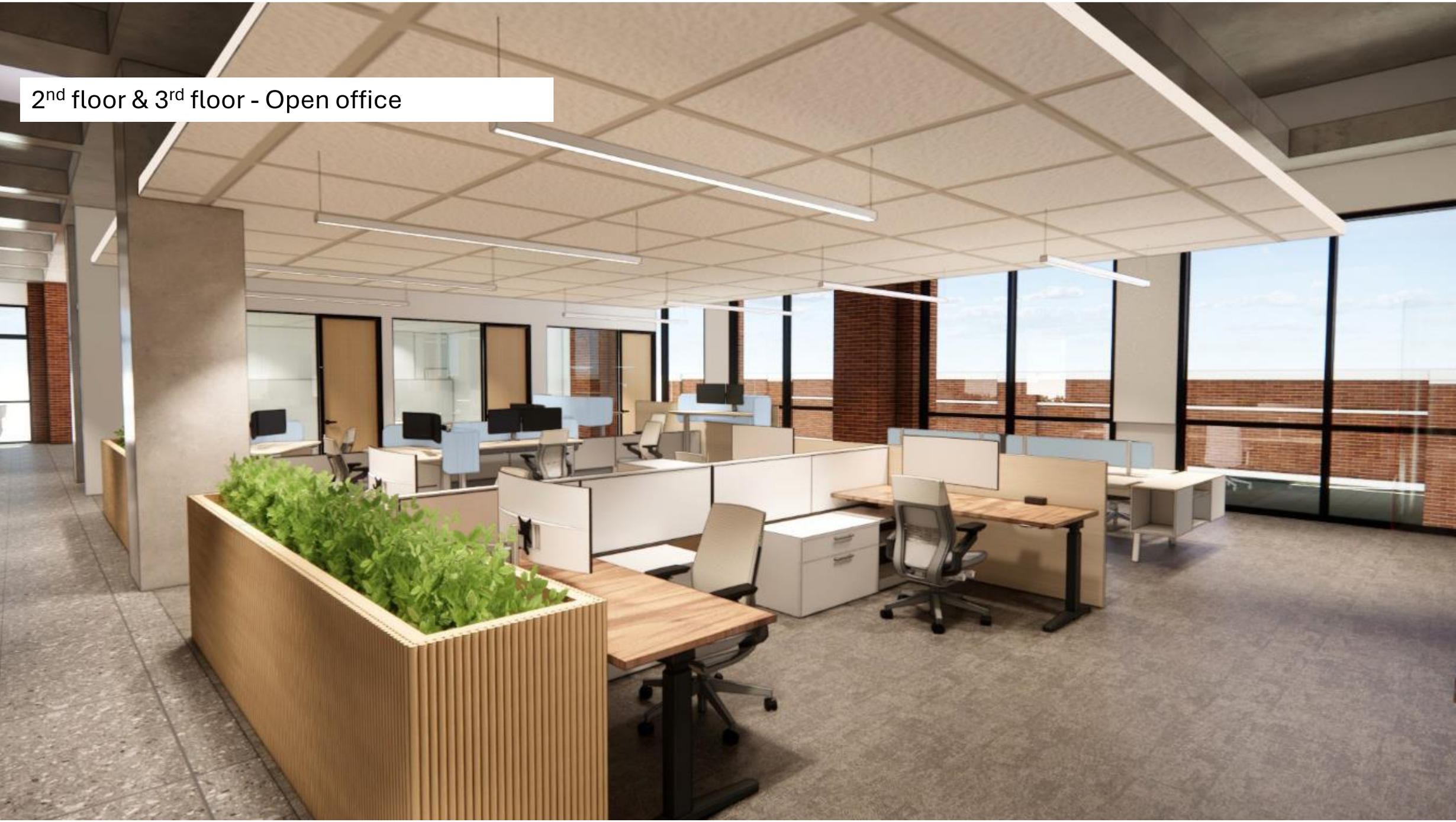


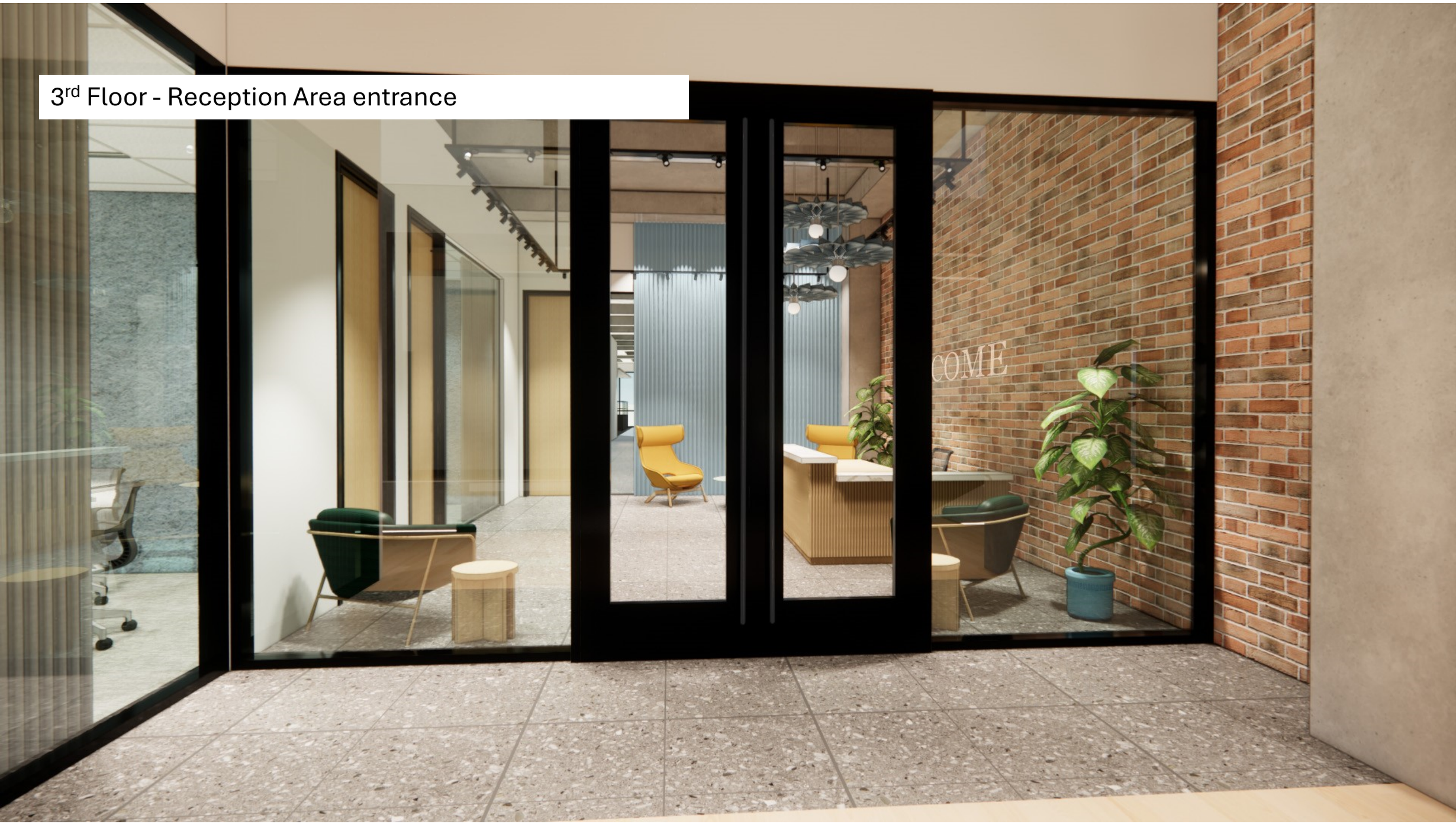
Central Atrium- Level 02


Employee Break
Room – every floor


2nd floor
Building Inspection

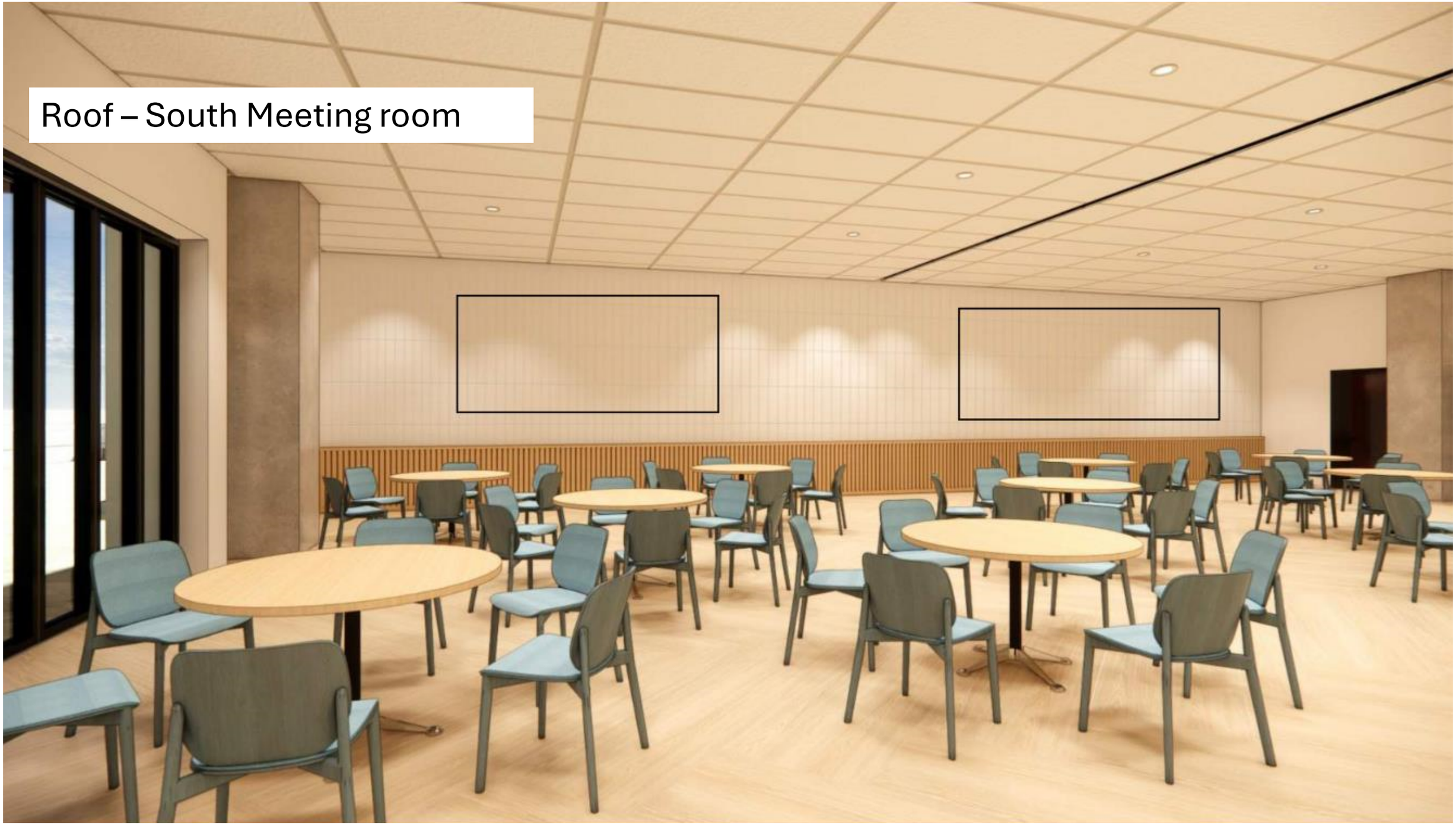

2nd floor
Building Inspection


2nd floor & 3rd floor - Open office

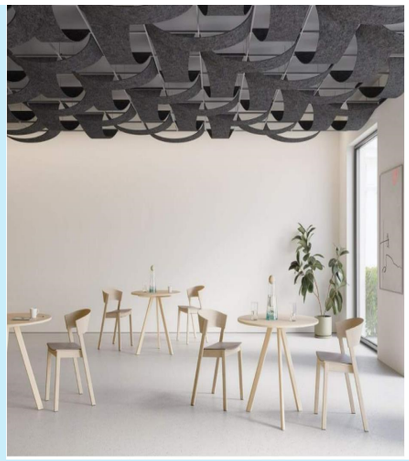

3rd Floor - Reception Area entrance


3rd Floor - Reception Area

Roof – South Meeting room



Event Space ceiling options

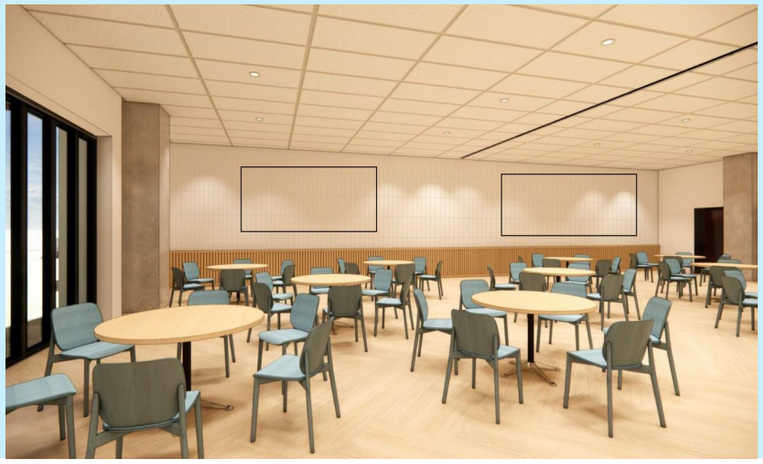
















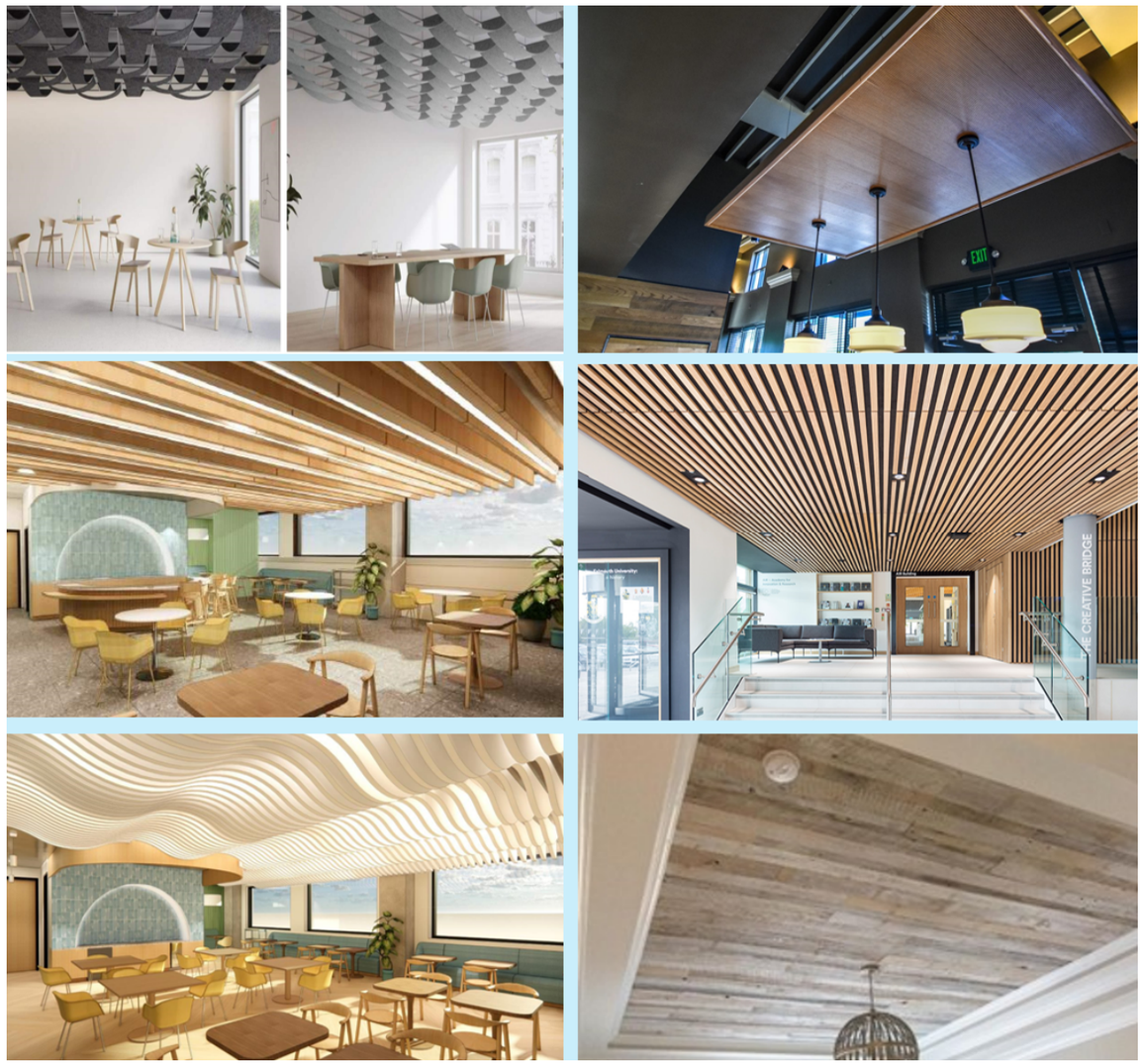
Council Feedback

Interior Images

- Future library
- Open Atrium
- Exposed brick
- Exposed concrete

Event ceiling

- Preferred option



EXTERIOR IMAGES









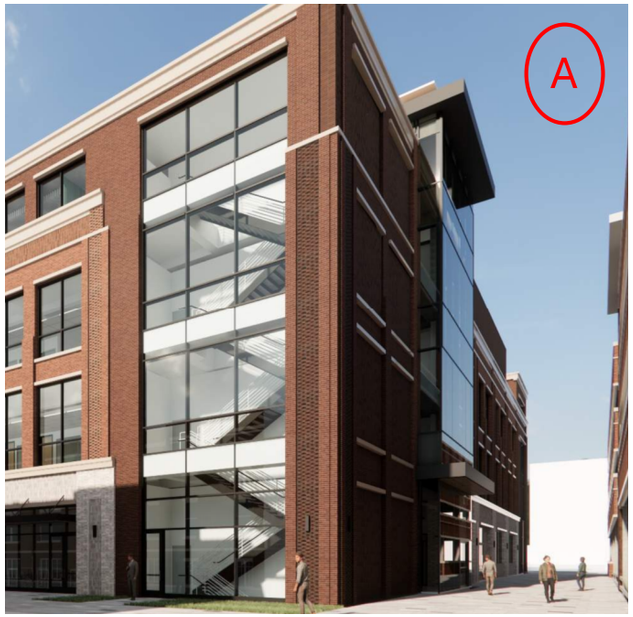



1


2


3


4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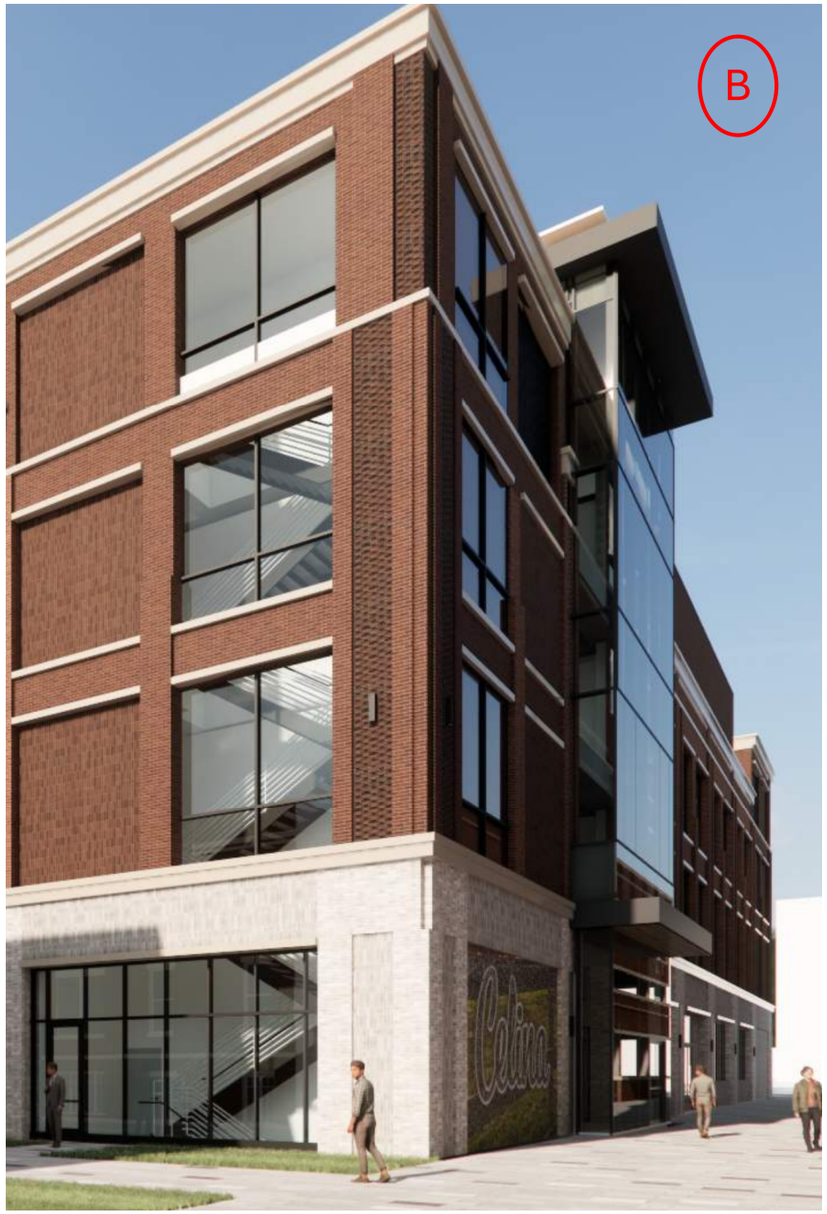

B
Celina


C


D
Celina

Council Feedback

Building exterior

Glass atrium

SW Corner Building Stairwell

- Option 1 - Half glass
- Option 2 - Full glass
- Option 3 - Window panes
- Option 4 - Half glass & continuous stone

NW Corner Building Stairwell

- Option A - Full glass
- Option B - Half glass & continuous stone
- Option C - Half glass, half mural
- Option D - Full mural





PARKING GARAGE








Celina









Council Feedback

Overall Appearance

Garage center stairwell

1. Open stairwell
2. AC stairwell

Garage Columns

1. Concrete columns
2. Brick columns









THE SECRET GARDEN

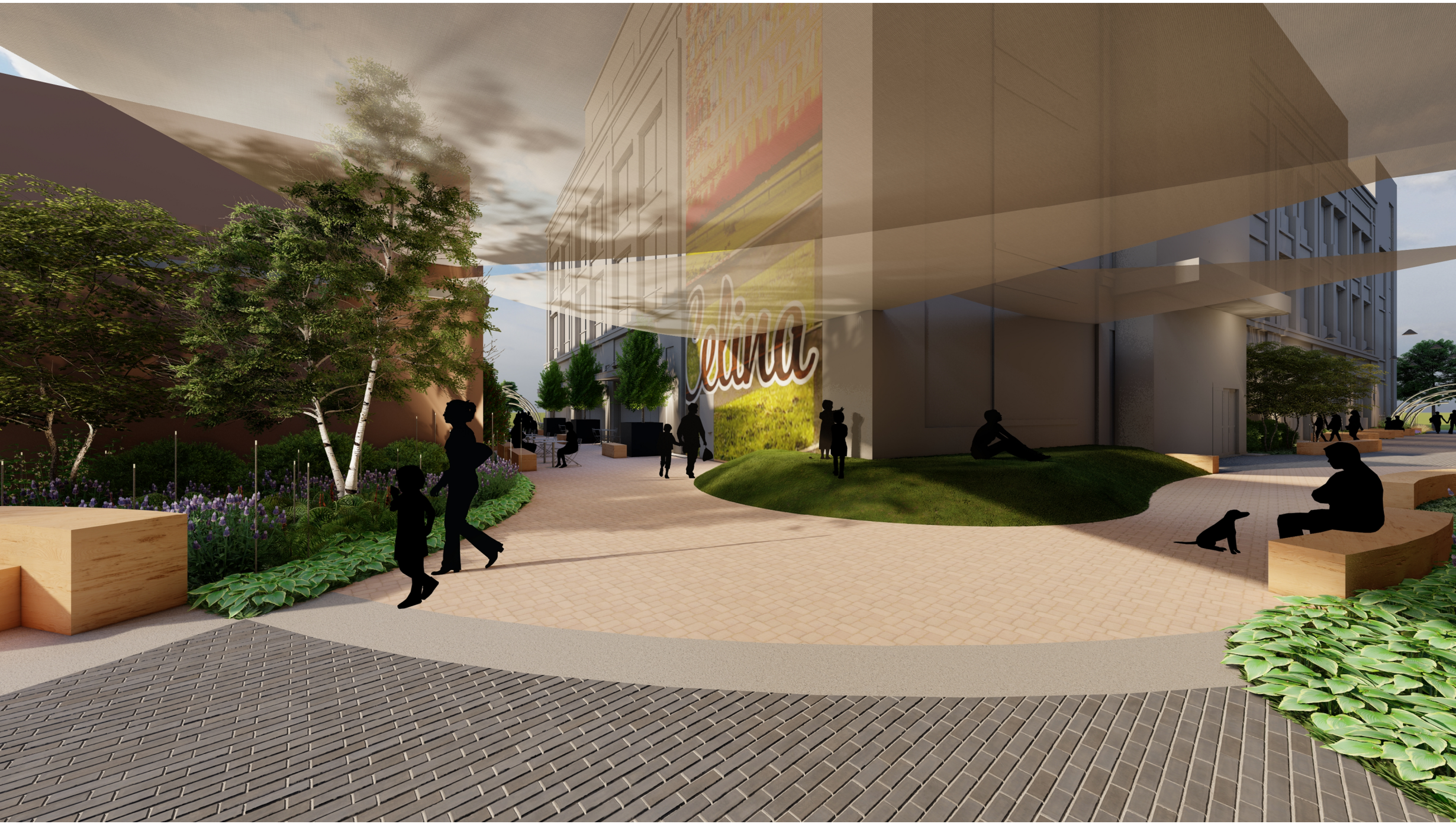




LEGEND

- A ENTRY PORTAL WITH SCULPTURAL CUSTOM LIGHTING, TYPHA LIGHTS, + BOLLARDS
- B READING TERRACE, PEBBLE SEATS, TERRACED CEDAR SEATS
- C SYNTHETIC TURF BERM
- D OVERHEAD CANOPY STRUCTURE
- E CEDAR BLOCKS
- F FESTOON LIGHTING
- G BISTRO SEATING
- H RAISED PLANTER POT
- I MURAL WALL
- J RESTROOMS
- K PLANTING AREA SOUTH OF GARAGE, INCLUDES SHRUBS + GROUNDCOVERS




Selina






LEGEND
A MOVIE LAWN
B MOVIE WALL
C SHADE STRUCTURE
D RAISED PLANTER/SEAT WALL
E RAISED PLANTER POT
F AT-GRADE PLANTING WITH ORB LIGHTS
G EMPLOYEE BREAK AREA
H MECHANICAL/STORAGE AREA
I FESTOON LIGHTS
PAVER A
PAVER B
PAVER A
PAVER B
OPEN TO BELOW
OPEN TO BELOW
OPEN TO BELOW


Celina

Council Feedback

Overall Appearance

Entrance features

1. Lighted vs Non-lighted
2. Same on all approaches vs different

Rooftop





Schedule Going Forward

Apr 9, 2024 – council award CMAR

May 2024 – Preliminary GMP

Oct 2024 – Garage Construction start

Oct 2025 – Garage complete

March 2026 – Government Center Start

Oct 2026 – Government Center complete





Life Connected.

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:	April 9, 2024
Re:	Discussion regarding the 2024 Community Engagement Survey

Action Requested:
Discussion regarding the 2024 Community Engagement Survey (Satarino)

Background Information:
The City has teamed up with Polco to conduct the Community Engagement Survey aimed at understanding residents' perspectives on the City's impact. A representative sample of the Celina population will receive a letter inviting them to participate in this survey. The data collection for this survey will begin this month. Following this, the entire community will have the opportunity to participate in an open survey. This ensures that all residents who wish to contribute their views will have the chance to do so. Upon completion of the survey, Polco will compile a report based on the collected data and deliver it to City leadership.

Legal Review:
City staff has not consulted the City Attorney.

Supporting Documents:
1. 2024 Pre-Survey Council Presentation

Financial Consideration:
There are not any financial obligations being considered at this time.

Staff Recommendation:
Staff is requesting feedback from Council.

2024 Community Engagement Survey

Anthony Satarino
April 9, 2024



CONSULTANT SERVICES

- The City conducts the **Community Engagement Survey** once every two year.
- **Prior to 2022**, the City partnered with a consultant to conduct the survey.
- **In 2022**, the City transitioned this project to Polco. Their services are able to **benchmark,** allowing for a better understanding of how the City's performance impacts the community over time.
- This type of survey allowed the City to compare its performance to neighboring cities and itself over time.

ADDITIONAL POLCO BENEFITS

- Access to Polco's survey dashboard
- Ability to customize and send additional community surveys to residents throughout the year
- Use as a tool for continuous community feedback loop

Celina, TX
The National Community Survey

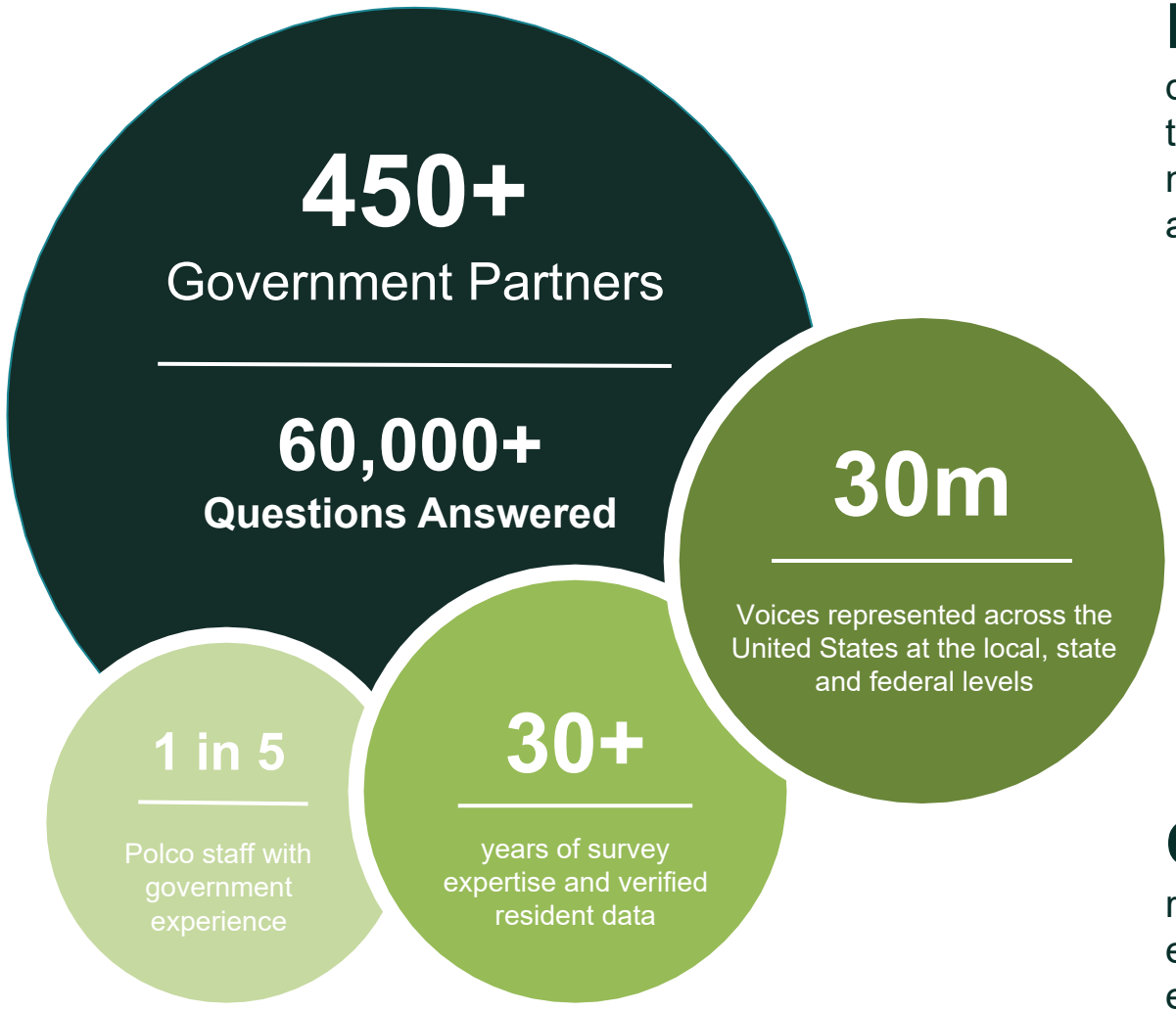
April 9, 2024

YOUR PRESENTER



Hello! I'm **Meghan Ruble**, VP of Customer Experience for Polco. I've been working with and for local governments for more than a decade, and have extensive training and experience in public engagement. I grew up in Dallas, TX, and hold a BA in Organizational Leadership from the University of Denver and a Master of Public Administration from New York University.

Reach out anytime at **meghan@polco.us**



Polco is a mission-driven organization dedicated to building stronger communities through representative surveying, meaningful community input, reliable and accurate data and leading-edge insights.

Our team includes survey researchers, data scientists, certified engagement professionals, communication experts, PHDs, and MPAs. We share decades of experience working with and for local, state and federal governments.

Polco BalancingAct

Polco

Civic Communication & Analytics Platform

Smarter, better connected communities. A civic surveying, policy polling, and constituent communication tech platform.

National Research Center

Advanced Survey Science & Performance Analytics

Data insights to help communities move forward. The premiere provider of professional civic surveys and performance benchmarking analyses.

Questions about our product?

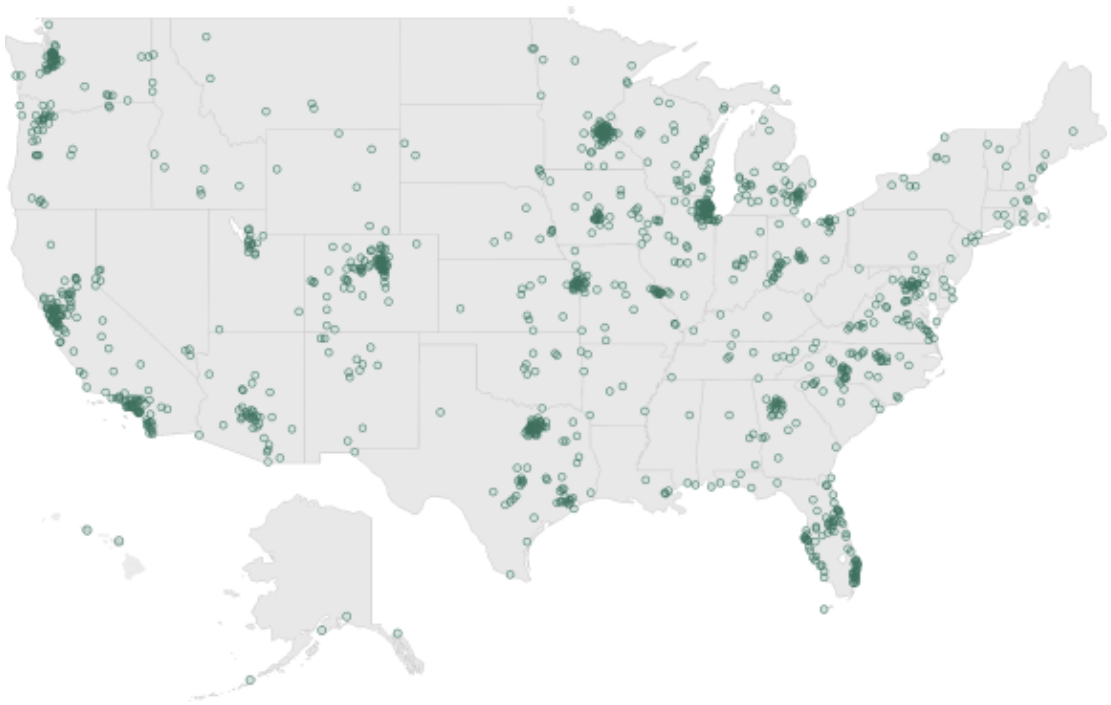
Visit www.polco.us to learn more

Exclusive partners of:

ICMA

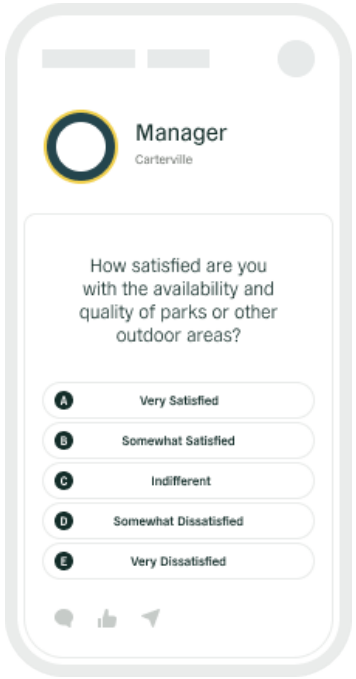
NLC NATIONAL LEAGUE OF CITIES

Local & State governments around the country trust Polco



Along with 400+ other communities

Polco Delivers

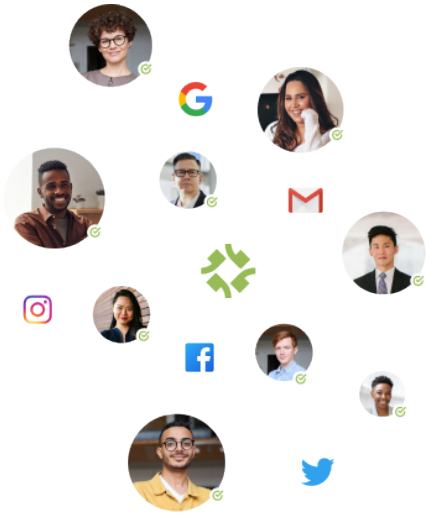


Content

Professional pre-built surveys

Post your own additional surveys and polls

Custom question development



Administration

Random representative sampling

Broad online verified opt-in recruitment sampling

Multi-mode outreach

Accumulate a digital panel of constituents

Leverage Polco's existing user base

Allow comms partners to re-post to with their branding

Polco Live for real-time events (virtual or in person)



Analytics

Real Time Verified Maps & Dashboards

Demographic reweightings

Non-response bias corrections

Trendlines and performance benchmarking

Automated Results Videos

Benefits of Polco

For Celina Residents, Polco:

- Is a comprehensive and safe place to participate in their community
- Guarantees the privacy and security of their personal information
- Is an easy and reliable way to make their voices heard to civic leaders on important community matters

For Celina Leaders:

- Is a single tool for accurate and reliable input from the community
- Makes it easy to post surveys and polls to residents
- Use Polco's outreach tools to reach more than the vocal few
- Builds a broad audience of residents
- Communicates how input was used or what decisions were made

The National Community Survey

- Written and vetted by survey research experts at Polco's National Research Center
- 140+ questions on 10 facets of Community Livability
- Demographic matching to U.S. Census
- Benchmark comparisons with hundreds of communities nationwide
- Trends over time
- Response tracking based on geographic areas and demographics
- Accurate representation through weighting of results

Community Livability

The surveys assess both the **quality** and **importance** of **10** domains of community livability to identify areas most in need of intervention



Example Question

The City of Celina 2024 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Celina.

	Excellent	Good	Fair	Poor	Don't know
Celina as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Celina as a place to raise children	1	2	3	4	5
Celina as a place to work	1	2	3	4	5
Celina as a place to visit	1	2	3	4	5
Celina as a place to retire	1	2	3	4	5
The overall quality of life in Celina	1	2	3	4	5
Sense of community	1	2	3	4	5

Benchmarking

THE NCS™
THE NATIONAL COMMUNITY SURVEY™

Benchmarks

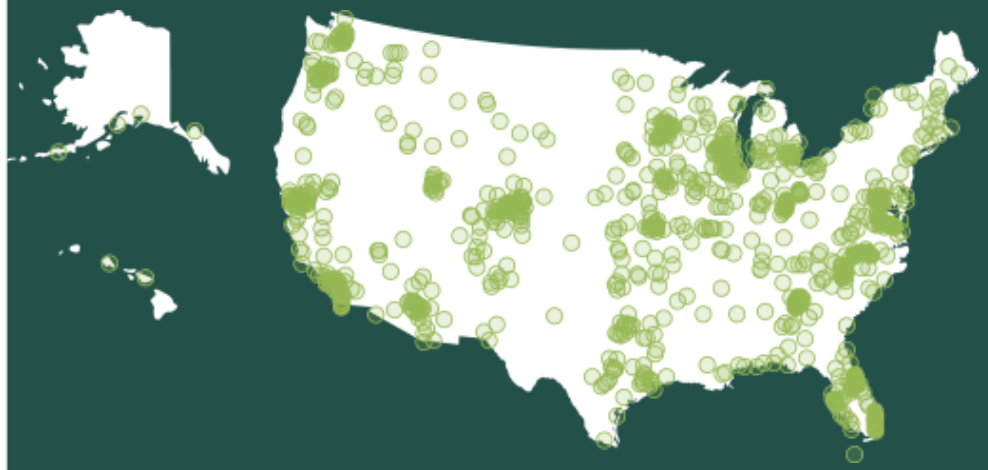
Much more favorable
At least 20 points more favorable than benchmark

More favorable
10-20 points more favorable than benchmark

Similar
No statistically significant difference

Less favorable
10-20 points less favorable than benchmark

Much less favorable
At least 20 points less favorable than benchmark



More than **500** comparison communities across the nation.

Representing the opinions of more than **50 million** residents.

Trends Over Time

The best benchmark is your own community, over time.

Trends



More favorable
At least 7 percentage points more favorable than last measure



Similar
No statistically significant difference



Less favorable
At least 7 percentage points less favorable than last measure

Survey Methodology

Sampling

- Households selected from USPS lists
- Randomly select survey recipients
- “Birthday method” to select within household

Data Collection

- Invitation postcard mailed followed by survey packet (includes paper survey)
- Logo and signature used
- All mailings include URL to respond online
- Open participation survey available to all residents two weeks post sampling

Survey Methodology

Data Processing

- Mail and web data combined into a single electronic dataset
- Completed surveys reviewed and cleaned
- Results weighted to increase representation

Data Analysis

- The survey dataset is analyzed using using SPSS, R, Python and/or Tableau
- Final report delivered on Polco

Timeline

Weeks 1-5 ..... Weeks 5-7 ..... Weeks 7-13 ..... Weeks 13-17 ..... Weeks 17-19

Survey and Mailing Materials Development

- **Review and approve survey content and mailing materials**
- If applicable, work with your Project Manager to develop Custom Questions

Sampling and Printing

- Polco conducts random sampling
- Polco manages printing of your mailing materials
- Project Manager builds open survey on your Polco profile

Data Collection

- Mailed surveys begin to return to Polco
- Online survey opens for community-wide participation
- **You promote the online survey before and during collection**

Analysis and Reporting

- Polco Survey Team will analyze, clean and weight your results for representativity
- Your report will be written and proofed
- Your finished report will be delivered around Week 17

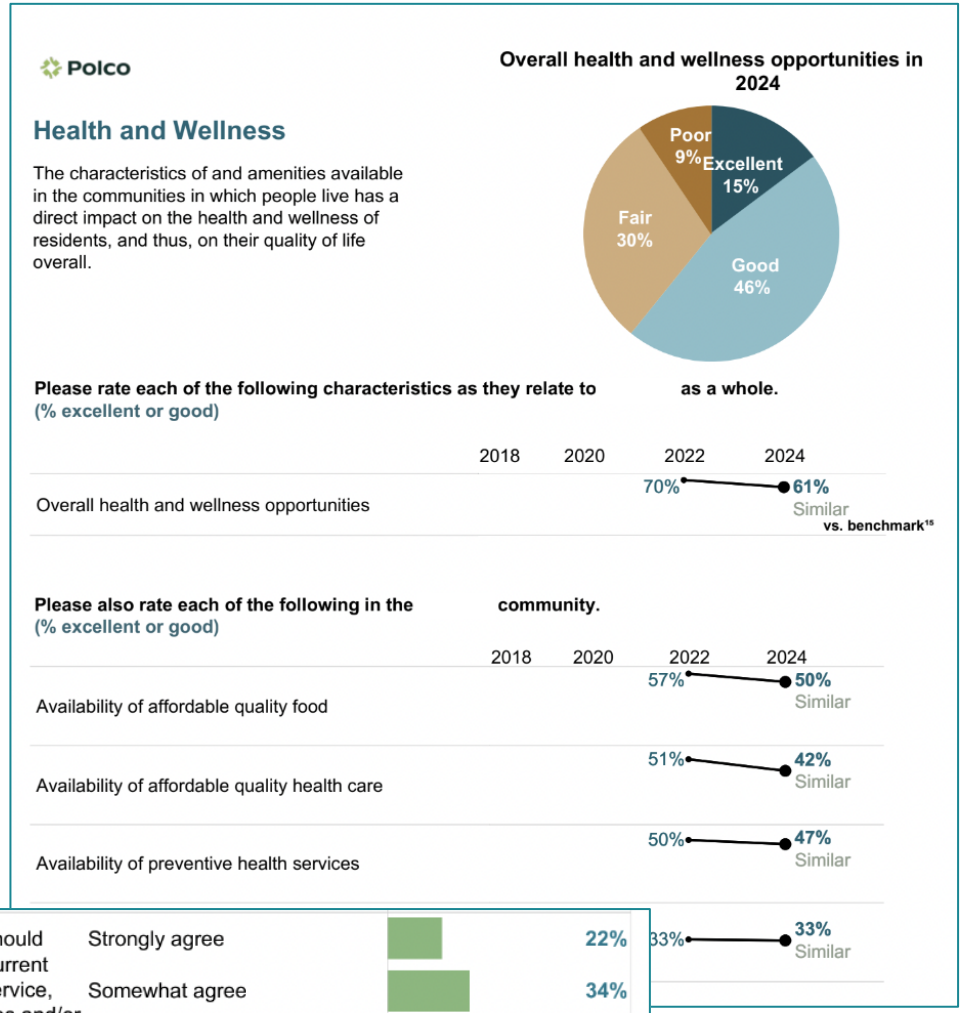
Closing the Loop

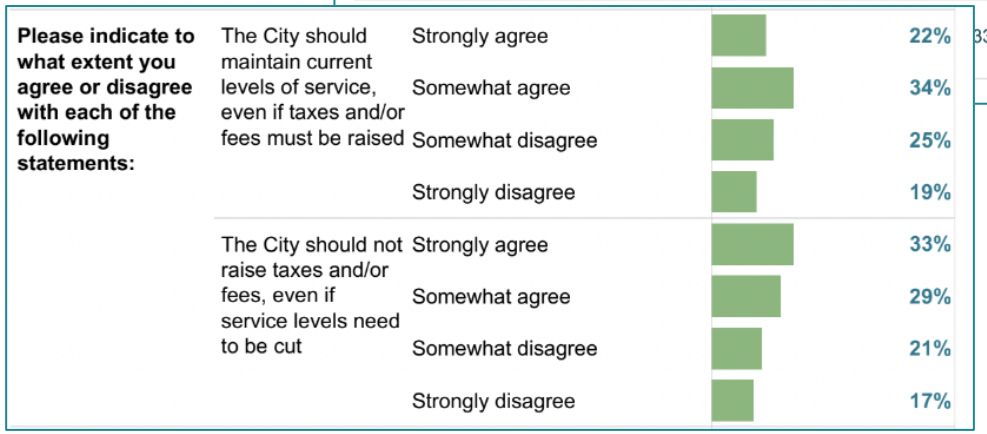
- **You will share results with key stakeholders** and plan for any in-person presentations (if applicable)
- CSM will reach out to schedule your post-survey check in

..... Please note your contributions in **bold**

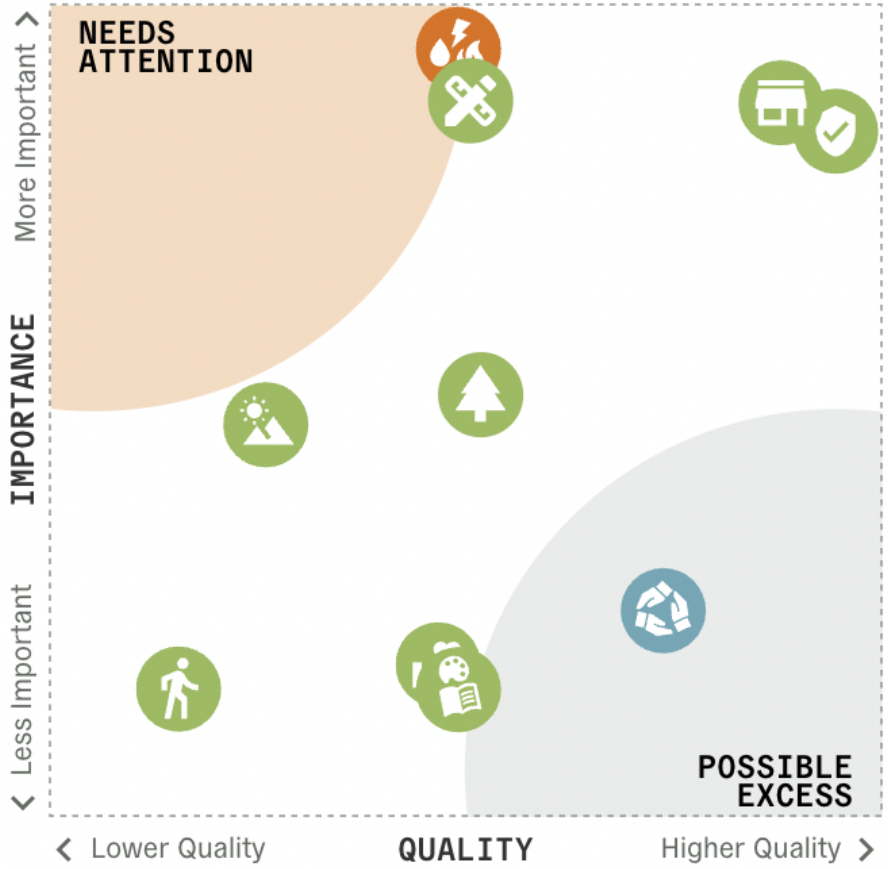
Final Report

- Methods
- Key findings summary
- Trends
- Benchmarks
- Demographic Crosstabs
- Open participation results





Community Livability Snapshot



ON TRACK

- Health and Wellness
- Education, Arts, and Culture
- Safety
- Economy
- Parks and Recreation
- Community Design
- Natural Environment
- Mobility

NEEDS ATTENTION

- Utilities

POSSIBLE EXCESS

- Inclusivity and Engagement



Meghan Ruble
VP of Customer Experience
meghan@polco.us

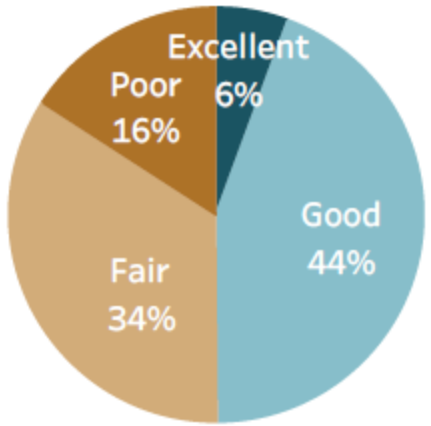
USE OF 2022 SURVEY RESULTS

- Enhanced the **Neighborhood Vision Book** to set forth a consistent standard of quality throughout the City of Celina community.

Community design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

Overall design or layout of Celina's residential and commercial areas

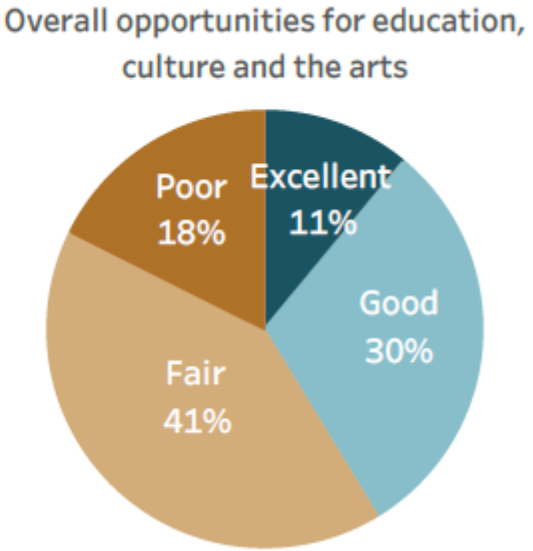


USE OF 2022 SURVEY RESULTS

- Development of the **Arts and Culture Master Plan** and the reformation of the **Arts and Culture Board**.

Education, arts, and culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.



COMMUNITY SURVEY TIMELINE

2024

APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER
Survey and Material Development + Random Sample Survey Launched	Random Survey Closes + Open Survey Launched	Open Survey Closes + Data Analysis Begins	Report Delivery	Staff Review	Report Delivered to Council

Thank You



Life Connected.

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:	April 9, 2024
Re:	Discussion regarding potential amendments to City Charter

---

Action Requested:
Discussion regarding potential amendments to City Charter. (Satarino)

Background Information:
This worksession item is a follow-up to the discussion presented during the Special Called City Council meeting on March 26th, 2024. During the meeting, Council directed staff to review several items and propose a timeline and process for conducting the charter review.

1. The first follow-up item is a review of election date and costs. Council discussed November 2024 or May 2025.

November 2024 Election:

- There are no anticipated items currently scheduled.
- Election costs are projected to be about $55,000.

May 2025 Election:

- The City will not occur any additional costs as this a Council election date.

2. The second follow-up item was for staff to research the utilization of a resident survey to gauge charter review input.

While a survey is plausible and would not pose a legal challenge (the results of the survey are non-binding on the City), staff is not recommending a survey at this time, for the following reasons:

- Survey Fatigue - With the Community Survey about to commence, staff does not recommend issuing additional surveys, fatiguing residents' willingness to take a City survey.
- Time Involved – The City maintains a platform to issue surveys; however, developing a suitable survey takes time and could delay this review process.

3. The third follow-up item (requested by the Mayor following the March 26th meeting) was to review when term limits were adopted for the Planning & Zoning Commission and the Economic Development Board of Directors.
Term limits were adopted in 2023 for the Celina Economic Development Corporation Board of Directors.

- The directors shall serve staggered two-year terms.
- No director shall serve more than three full two-year terms for a total of six years.
- Term limits were adopted in 2019 for the Planning & Zoning Commission.
- Commissioners shall serve staggered three-year terms
- Commissioners shall serve a maximum of three full three-year terms.

Based upon feedback, Council directed staff to further review a mixture of Option B and C or Option C from the four options presented to Council on March 26th. The majority of Council preferred Option C; which includes a Charter Review Commission. Council directed staff to include resident participation. Attached for Council review is a modified process for Option B and Option C for the November 2024 and May 2025 election. In addition, Staff provided additional information concerning the lottery system for selecting the Charter Review Commission; including the minimum qualifications; Resident, Registered Voter, and able to meet the time requirements established.

Charter Reviews Items:
Staff has identified three areas to review: (1) term limits, (2) role of City Council in appointing or terminating department heads, and (3) clarifying the relationship of Mayor and City Council. Additional recommendations for charter revision may result from a formal review of the Charter.

Staff is seeking Council feedback regarding the following questions:

- Does Council prefer a November 2024 election or May 2025 election?
- Does Council prefer of modified Option B or modified Option C?
- If Council prefers modified Option C, does Council prefer a lottery to appoint the Charter Commission or a Council-appointed Charter Commission?

Legal Review:
Staff has consulted with the City Attorney.

Supporting Documents:

1. Charter Review Follow Up Presentation

Financial Consideration:

There are not any financial considerations at this time.

Staff Recommendation:

Staff requests direction from Council.

Charter Review

Anthony Satarino
April 9, 2024



DISCUSSION

- Follow-up Items
- Council Feedback
- Modified Options
- Council Direction

FOLLOW-UP ITEMS

Election Date and Costs

Council discussed the option to hold the election in **November 2024** or **May 2025**.

Council directed Staff to research **November** ballot items and projected costs.

- There are **no anticipated items** currently scheduled for November election
- **Projected costs - $55,000**

City will *not* incur additional costs for **May 2025** election.

Utilize a Survey

Council directed Staff to review options for a resident survey and legal implications

Staff recommendation:

- There are *no* legal implications for the issuance of a survey as the results are non-binding.
- Staff does *not* recommend a survey

Current Boards with Term limits

Economic Development Corporation

- Added in 2023
- Directors shall serve staggered two-year terms.
- Director shall serve more than three full two-year terms for a total of six years

Planning & Zoning Commission

- Added in 2019
- Commissioners serve staggered three-year staggered terms.
- Commissioners shall serve no over than three full three-year terms.

OPTIONS FROM MARCH 26TH

Option A	Option B	Option C	Option D
• Focus on **term limits** (or other items as identified by Council) • No charter review commission • Bring back for consideration in **April**	• Consideration of **additional amendments** by Council • No charter review commission– charter reviewed by Council in worksession • Longer review period	• Appoint a charter review commission to review charter **comprehensively** • Committee will make recommendations to Council	• No charter amendment at this time

COUNCIL FEEDBACK

Option A	Option B	Option C	Option D
• Focus on **term limits** (or other items as identified by Council) • No charter review commission • Bring back for consideration in **April**	• Consideration of **additional amendments** by Council • No charter review commission– charter reviewed by Council in worksession • Longer review period	• Appoint a charter review commission to review charter **comprehensively** • Committee will make recommendations to Council	• No charter amendment at this time

Council recommended a mix of option B and C or Option C to include community feedback

MODIFIED OPTION B (NO CHARTER COMMISSION)

NOVEMBER 2024 ELECTION

APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER/ OCTOBER	November
City Council Direction/ Resident Review	**City Council Review**	**City Council Review**	**Draft Charter Changes**	**Ballot language**	**Election Prep**	**Election**
Worksession: City Council to provide direction to Staff. **Resident Input Kickoff** meeting late-April	**Worksession:** review charter language and scope changes .	**Worksession:** review charter language and scope changes	Draft Charter amendments presented with all proposed changes	CITY ATTORNEY – confirms ballot propositions Ballot Language must be approved by City Council prior to **August 29th**	Election administration by the CITY SECRETARY.	Election takes place with General Election on **November** 5th

MODIFIED OPTION B (NO CHARTER COMMISSION)

MAY 2025 ELECTION

APRIL	MAY	JUNE - DECEMBER	JANUARY	FEBRUARY	MARCH-APRIL	MAY
City Council Direction	**Resident Input Meeting**	**City Council Review**	**Draft Charter Changes**	**Ballot language**	**Election Prep**	**Election**
Worksession: City Council to provide direction to Staff.	**HOLD** Resident Input Meeting	Worksessions to review charter language and identify changes	Draft Charter amendments presented with all proposed changes	CITY ATTORNEY – confirm ballot propositions Ballot Language must be approved by City Council prior to **February 28th**	Election administration by the CITY SECRETARY.	Election takes place with General Election on **May 3rd.**

MODIFIED OPTION C (CHARTER REVIEW COMMISSION)

NOVEMBER 2024 ELECTION

APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER/ OCTOBER	November
Resident Input Kickoff	**Appoint Charter Review Commission**	**Charter Review**	**Charter Review**	**Ballot Language**	**Election Prep**	**Election**
Resident Input Kickoff meeting late-April Interested attendees can sign-up to join Commission Staff verifies and implements lottery	**May Council** Give direction which topics to review Charter Review Commission meets	Charter Review Commission meets	Charter Review Commission meets **Council meeting:** will act on language provided or modify or reject propose language	Ballot Language must be approved by City Council prior to **August 29th.**	Election administration by the City Secretary.	Election takes place with General Election on **November** 5th.

MODIFIED OPTION C (CHARTER REVIEW COMMISSION)

MAY 2025 ELECTION

APRIL	MAY	JUNE - DECEMBER	JANUARY	FEBRUARY	MARCH-APRIL	MAY
City Council Direction	**Resident Input Meeting**	**Charter Commission Review**	**Draft Charter Changes**	**Ballot language**	**Election Prep**	**Election**
Worksession: City Council to provide direction to Staff.	**HOLD** Resident Input Meeting Interested attendees can sign-up to join Commission Staff verifies and implements lottery	**June:** Joint meeting for Council to provide direction to Commission Charter Review Commission meets monthly to discuss amendments	Draft Charter amendments presented with all proposed changes	CITY ATTORNEY – confirm ballot propositions Ballot Language must be approved by City Council prior to **February 28th**	Election administration by the CITY SECRETARY.	Election takes place with General Election on **May 3rd.**

CHARTER REVIEW CONSIDERATIONS

- **Modified Option C**
  - Charter Review Commission selected at random
    - Minimum qualifications include:
      - Resident
      - Registered Voter
      - Acknowledgement of time requirement
  - Staff will provide resident outreach to encourage participation before and during the Resident Input Meeting

CHARTER TOPICS TO DISCUSS

Term Limits

Role of City Council in Appointing or Terminating Department Heads

Clarify Relationship of Mayor and City Council

COUNCIL DIRECTION

Does Council prefer a November 2024 Election or May 2025 Election?

Does Council Prefer of Modified Option B or Modified Option C?

If Council prefers Option C, does Council prefer a lottery to appoint the Charter Commission or a Council-appointed Charter Commission?

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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:	Wesley Frank
Date:	April 9, 2024
Re:	Discussion regarding Council meeting cadence

Action Requested:
Discussion regarding Council meeting cadence. (Satarino)

Background Information:
Following a review of previous council meetings, staff observed that there were multiple council meetings in 8 out of the past 15 months. It is also worth noting that the regularly scheduled council meetings have become lengthy. For these reasons, staff researched meeting cadences for surrounding cities and found that Celina's single monthly meeting was an outlier. Most cities have adopted a bi-monthly meeting cadence. Staff will present the benefits of both monthly and bi-monthly council meeting schedules.

Monthly Meeting Benefits:

- One meeting per month provides council members, staff, and volunteers with a better work-life balance by reducing the frequency of commitments related to meetings.
- One meeting per month allows for greater flexibility for scheduling special called and/or joint meetings.

Bi-monthly Meeting Benefits:

- With bi-monthly meetings, matters can be addressed more promptly, minimizing delays in decision-making and response to emerging issues.
- Reduced time between meetings lessens the consequences of an item needing to be moved to a future Council meeting.

- Bi-monthly meetings offer greater flexibility in agenda planning, enabling a more balanced distribution of agenda items and reducing the risk of overloaded agendas.
- Council previously adjusted Planning & Zoning and Municipal Court schedules to create availability on the 4th Tuesday of each month.

Earlier adjustments to the Planning and Zoning Commission and Municipal Court meeting dates were made to facilitate the possibility of a bi-monthly council meeting schedule.

Legal Review:
The City Attorney has not been consulted at this time.

Supporting Documents:
1. Staff Presentation

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:
Staff request direction from Council.

CADENCE OF COUNCIL MEETINGS

Anthony Satarino
April 9, 2024



YEAR IN REVIEW - COUNCIL MEETINGS

8 of the past 15 months have had multiple council meetings, either regularly scheduled or special called:

January 2023	February 2023	March 2023	April 2023
May 2023	June 2023	July 2023	August 2023
September 2023	October 2023	November 2023	December 2023
January 2024	February 2024	March 2024	

BENEFITS OF CURRENT MEETING

Monthly

One meeting per month provides council members, staff, and volunteers with a better work-life balance by reducing the frequency of commitments related to meetings.

One meeting per month allows for greater flexibility for scheduling special called and/or joint meetings.

BENEFITS OF A BI-MONTHLY MEETING SCHEDULE

Bi-Monthly
With bi-monthly meetings, matters can be addressed more promptly, minimizing delays in decision-making and response to emerging issues.
Reduced time between meetings lessens the consequences of an item needing to be moved to a future Council meeting.
Bi-monthly meetings offer greater flexibility in agenda planning, enabling a more balanced distribution of agenda items and reducing the risk of overloaded agendas.
Council previously adjusted Planning & Zoning and Municipal Court schedules to create availability on the 4th Tuesday of each month.

COMPARISON

Most cities within the region currently hold bi-monthly Council Meetings.

Frisco	Little Elm	Plano	Allen
Prosper	Melissa	McKinney	Anna
Southlake	Denton	Garland	Flower Mound
Argyle	Addison	Coppell	Grapevine

COUNCIL FEEDBACK

What is Council's direction on implementing a bi-monthly Council Meeting schedule?

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CITY COUNCIL COUNCIL RETREAT
101 W 5TH ST
FORT WORTH, TX 76102
FRIDAY, FEBRUARY 9, 2024
8:00 AM
MINUTES

I. FRIDAY, FEBRUARY 9, 2024

Mayors Tubbs called the Retreat of the City Council to order at 9:00 AM on Friday, February 9, 2024, and announced a quorum was present.

Attendee Name	Organization	Title	Status
Ryan Tubbs	City of Celina	Mayor	Present
Philip Ferguson	City of Celina	Place 1	Present
Jay Pierce	City of Celina	Place 2	Absent
Andy Hopkins	City of Celina	Place 3	Present
Wendie Wigginton	City of Celina	Place 4	Present
Mindy Koehne	City of Celina	Place 5	Present (Remote)
Brandon Grumbles	City of Celina	Place 6	Present

A. 8:00AM Arrive at AC Hotel

B. 9:00AM DISC Training

C. 10:20AM Visit Fort Worth Presentation

D. 11:15AM Tour: Sundance Square

E. 12:15PM Lunch

F. 1:00PM Strategic Communications

G. 2:30PM Strategic Plan Analysis

H. 4:00PM Social Hour

I. 5:00PM Tour of Stockyards Hotel, Stockyards Station, & Drover Hotel

Mayor Tubbs recessed the City Council Retreat at 3:33 PM to resume Saturday, February 10, 2024, at 9:00 AM.

II. SATURDAY, FEBRUARY 10, 2024

Mayor Tubbs called the Retreat of the City Council to order at 9:00 AM on Saturday, February 10, 2024, and announced a quorum was present.

Attendee Name	Organization	Title	Status
Ryan Tubbs	City of Celina	Mayor	Present
Philip Ferguson	City of Celina	Place 1	Present
Jay Pierce	City of Celina	Place 2	Absent
Andy Hopkins	City of Celina	Place 3	Present
Wendie Wigginton	City of Celina	Place 4	Present
Mindy Koehne	City of Celina	Place 5	Present (Remote)
Brandon Grumbles	City of Celina	Place 6	Present

A. 9:00AM Governance and Communication

B. 12:00-2PM Learning and Social Event in Cultural District

III. ADJOURNMENT:

Mayor Tubbs adjourned the Retreat of the City Council at 1:30 PM.

_____

Ryan Tubbs, Mayor

_____ _____

Susie Quinn, Interim City Secretary **Date**

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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
THURSDAY, MARCH 7, 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 5:07 p.m. on Tuesday, March 7, 2024.

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	Absent	
Andy Hopkins	City of Celina	Place 3	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Mindy Koehne	City of Celina	Place 5	Present	9:27 p.m.
Brandon Grumbles	City of Celina	Place 6	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.)**

The Celina City Council convened into Executive Session at 5:10 p.m.

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.

The Celina City Council reconvened into Open Session at 6:03 p.m.

III. PLEDGE OF ALLEGIANCE/INVOCATION:

Clients of the Cornerstone Ranch delivered the Pledge of Allegiance as well as the invocation.

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Proclamation observing Public Procurement Month 2024
Mayor Tubbs proclaimed March 2024 as Public Procurement Month.

B. Proclamation observing Surveyor's Week 2024
Mayor Tubbs proclaimed March 17 to March 23, 2024 as Surveyor's Week.

C. Proclamation observing March as National Developmental Disabilities Month
Mayor Tubbs proclaimed March 2024 as National Development Disabilities Month.

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding a potential small business support program, including Micro Grants. (Satarino)
Anthony Satarino, Director of Strategic Services, discussed the Micro Grants program.

B. Discussion regarding updates to the Landscaping Ordinance. (McAfee)
Dusty McAfee, Development Services Executive Director, discussed the updates to the Landscaping Ordinance.

C. Discussion regarding updates to the Neighborhood Vision Book. (McAfee)
Dusty McAfee, Development Services Executive Director, discussed the updates to the Neighborhood Vision Book.

D. Discussion regarding the contract with UTRWD for Doe Branch Water Reclamation Plant. (Brawner)
Kim Brawner, Assistant City Manager, and Karla Stovall, Assistant City Manager, discussed the Doe Branch expansion with Upper Trinity Regional Water District.

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

Kim Brawner, Assistant City Manager, discussed the batch plant location related to the North Dallas Tollway.

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.

Joe Keohrs spoke regarding Project Spark.
Tina Laumer spoke regarding the employee survey.
David Quick spoke regarding the sewer capacity.

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.

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, 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:	Councilmember, Place 5 Mindy Koehne
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

A. Minutes Approval:

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

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)

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)

RESOLUTION NO. 2024-10R

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.

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

RESOLUTION NO. 2024-11R

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.

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)

RESOLUTION NO. 2024-12R

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.

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)

RESOLUTION NO. 2024-13R

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.

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)

ORDINANCE NO. 2024-13

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.

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)

Mayor Tubbs opened the public hearing at 7:59 p.m.

With no one wising to speak, Mayor Tubbs closed the public hearing at 7:59 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the City Council voted five (5) for and none (0) opposed to approve Ordinance No. 2024-14. 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

ORDINANCE NO. 2024-14

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.

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)

Mayor Tubbs opened the public hearing at 8:00 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:00 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted (5) for and none (0) against to approve Ordinance No. 2024-15. The motion carried.

RESULT:	**Passed**
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:	None

ORDINANCE NO. 2024-15

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.

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)

Jace Ousley spoke in support of the annexation.

Mayor Tubbs opened the public hearing at 8:11 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:11 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2024-16. 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

ORDINANCE NO. 2024-16

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-OFWAY; 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.

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)

Mayor Tubbs opened the public hearing at 8:12 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:12 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Koehne, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2024-17 dependent on the finalization of the percentages to be included in the approval document consistent with the layout of the design as submitted during the March 7, 2024, City Council Regular Meeting. 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

ORDINANCE 2024-17

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.

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)

Pankaj Srivastava spoke in support of the item.

Mayor Tubbs opened the public hearing at 8:26 p.m.

With no one wishing to speak, Mayor Tubbs closed the public at 8:26 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Grumbles, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2024-18. The motion carried.

RESULT:	**Passed**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Councilmember, Place 5 Brandon Grumbles
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

ORDINANCE 2024-18

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.

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)

Jason Hughes spoke regarding the item.

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. 2024-14R and Resolution No. 2024-15R. 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

RESOLUTION NO. 2024-14R

A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

RESOLUTION NO. 2024-15R

A RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.

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

Councilmember Ferguson left dais temporarily.

Upon a motion by Councilmember Wigginton and a second by Councilmember Koehne, the Council voted four (4) and none (0) opposed to approve the Fiscal Year 2023 Audit, the Annual Comprehensive Financial Report (ACFR), and presentation by FORVIS.

RESULT:	**Passed**
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Councilmember, Place 5 Mindy Koehne
AYES:	Wendie Wigginton, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

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)
Councilmember Ferguson returned to the dais.

Upon a motion by Councilmember Hopkins and a second by Councilmember Ferguson, the Council voted five (5) for and none (0) opposed to approve bid 2024-076 to C. Green Scaping, LP.

RESULT:	**Passed**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Councilmember, Place 2 Philip Ferguson
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

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)

Council entered into Executive Session at 9:00 p.m.

Council reconvened into Open Session at 9:09 p.m.

Upon a motion by Councilmember Wigginton and a Second by Councilmember Ferguson, the Council voted five (5) for and none (0) opposed to approve Resolution No. 2024-16R. The motion carried.

RESULT:	**Passed**
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Councilmember, Place 1 Philip Ferguson
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

RESOLUTION NO. 2024-16R

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.

Councilmember Koehne departed from the meeting.

The City Council meeting reconvened into Executive Session at 9:10 p.m.

X. EXECUTIVE SESSION: CONTINUED

The City Council reconvened into Open Session at 10:13 p.m.

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.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted four (4) for and none (0) opposed to approve the land acquisition agreement approved by the Celina EDC for the acquisition of real property located south of Ash Street and west of Oklahoma Drive.

RESULT:	**Passed**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Brandon Grumbles
NAYES:	None

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

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted four (4) for and none (0) opposed to approve the agreement for Project Spark. 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, Brandon Grumbles
NAYES:	None

XI. ADJOURNMENT:

Mayor Tubbs adjourned the Regular Meeting of the Celina City Council at 10:14 p.m.

Ryan Tubbs, Mayor

Susie Quinn, Interim City Secretary **Date**

Life Connected.

CITY COUNCIL SPECIAL CALLED MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MARCH 26, 2024
4:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Special Called Meeting of the Celina City Council to order at 4:00 p.m. on Tuesday, March 26, 2024.

Attendee Name	Organization	Title	Status	Left
Ryan Tubbs	City of Celina	Mayor	Present	
Philip Ferguson	City of Celina	Place 1	Present (Remote)	
Jay Pierce	City of Celina	Place 2	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Mindy Koehne	City of Celina	Place 5	Present	5:15 p.m.
Brandon Grumbles	City of Celina	Place 6	Present	

Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding potential Charter amendments. (Satarino)
Anthony Satarino, Director of Strategic Services, discussed potential Charter amendments.

B. Discussion on the required updates to the Water Conservation and Drought Contingency Plans for the City as well as optional strategies that could be implemented for the development of the final plans that will be adopted by the council. (Figueroa)
Andrew Figueroa, Director of Public Works, discussed the 2024 Water Conservation & Drought Contingency Plan.

Councilmember Koehne left the City Council meeting at 5:15 p.m.

IV. 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.

V. ACTION ITEM:

A. Consider and act to authorize the purchase of furniture for the Law Enforcement Center, Phase 1 (Police Department Headquarters) through a cooperative contract with multiple vendors for a total amount not to exceed $823,054.62. (Brawner/Cullison)

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) opposed to approve the Law Enforcement Center furniture purchase. 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, Brandon Grumbles
NAYES:	None

B. Consider and act to approve a work authorization for Event Production, Talent Acquisition, and Expenditures for 2024 Celina Cajun Fest to B-Weiss Entertainment Group, LLC for an amount not to exceed $250,000. (Monaco)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) against to approve the work authorization for B-Weiss Entertainment Group, LLC for 2024 Celina Cajun Fest. 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, Brandon Grumbles
NAYES:	None

C. Consider and act to approve a work authorization for Event Production and Talent Acquisition for Splash & Blast with B-Weiss Entertainment Group, LLC., for an amount not to exceed $125,000. (Monaco)

Upon a motion by Councilmember Hopkins and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) against to approve the work authorization for B-Weiss Entertainment Group, LLC for 2024 Splash & Blast. 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, Brandon Grumbles
NAYES:	None

VI. 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 5:50 p.m.

Texas Government Code Section 551.071 Consultation with Attorney:

A. Legacy Hills Development Agreement

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

B. Project Runway

Texas Government Code Section 551.071 Consultation with Attorney and 551.074 Deliberation regarding officers and employees:

C. City Manager Report

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

The City Council reconvened into Open Session at 8:59 p.m.

VII. ADJOURNMENT:

Mayor Tubbs adjourned the Special Called Meeting of the Celina City Council at 9:00 p.m.

_____

Ryan Tubbs, Mayor

_____ _____

Susie Quinn, Interim City Secretary **Date**

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:	April 9, 2024
Re:	2024-083 Bank Depository Services

Action Requested:
Consider and act to authorize the City Manager to execute an agreement with Independent Financial for Bank Depository Services (RFA 2024-083). (Bromiley)

Background Information:
This agenda item is to request City Council approval of a bank depository contract for primary depository services for the City of Celina.

On November 14, 2023, the City contracted with Valley View Consulting, LLC to assist and manage the selection process of a bank depository provider. Bank depository services are contracted for a five-year period.

A procurement process was followed and the requests for applications (RFA) were issued on January 15, 2024. Notices were sent to all banking institutions located within Celina city limits. Submittals were received on February 21, 2024, and an initial review was completed by Purchasing. All 3 submissions were found to be compliant and sent to Valley View Consulting, LLC for their independent review.

The evaluation criteria included in the RFA included the following items.

1. Ability to perform and provide the required and requested services
2. References provided and quality of services
3. Cost of services
4. Transition cost, retention, and transition offers and incentives
5. Funds availability

6. Interest paid on interest-bearing accounts and deposits
7. Earnings credit calculation on compensating balances
8. Completeness of application and agreement to points outlined in the RFA
9. Convenience of location(s)
10. Previous service relationship with the City
11. Financial strength and stability of the institution

Valley View Consulting, LLC reviewed the applications and has recommended Independent Financial to serve as the primary depository bank. The City is currently contracted with Independent Financial for these services.

The current contract ends on May 31, 2024, with a new initial term beginning June 1, 2024, and ending on May 31, 2026. The agreement does include three one-year renewal options.

Legal Review:
The City Attorney reviewed and approved the agreement.

Supporting Documents:
1. Agreement - Independent Financial
2. Celina Depository RFA Project Recap 2024

Financial Consideration:
The combination of services and interest rate presented by Independent Financial represent the best value for the City of Celina.

Staff Recommendation:
Staff recommends approval.

DEPOSITORY SERVICES CONTRACT

THIS DEPOSITORY SERVICES CONTRACT (Contract), is made and entered into on the date last herein written by and between the City of Celina, Texas (City), and **Independent Financial,** a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas (Bank) (collectively may be referred to as "Party" or "Parties"), and provides as follows:

1. **Designation of Depository**. The City, through the action of the City Council on April 9, 2024, hereby designates the Bank as a primary depository bank for the period beginning June 1, 2024, and continuing through May 31, 2026, with the option for three (3) one-year extensions under the same terms and conditions.

2. **General**. All services rendered to the City by the Bank under this Contract shall be performed in accordance with commercially reasonable standards for public fund organizations and under the overall direction and instructions of the City pursuant to the Bank's standard operations, policies, and procedures.

3. **Scope of Services**. The Bank agrees to provide those services as described in the City's Request for Application for Depository Bank Services (RFA #2024-083) released on January 15, 2024, hereinafter referred to as the "RFA," as set forth in **Exhibit A**, attached hereto and incorporated herein. The RFA and the Bank's response to the RFA as set forth in **Exhibit B**, attached hereto and incorporated herein (hereinafter referred to as the "Application"). The Bank acknowledges that all services performed by the Bank are subject to the approval of the City. The Bank agrees to provide additional services as requested from time to time by the City and mutually agreed upon by the Bank.

4. **City Representatives**. During the term of this Contract, the City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Collateral Custodian**. The City and the Bank, by execution of this Contract, hereby designate **FHLB (Federal Home Loan Bank) and/or TIB (The Independent Bankers' Bank)** as Custodian (hereinafter called the "Collateral Custodian" or "Custodian"). The City and the Collateral Custodian shall enter into an agreement establishing terms and conditions for holding collateral on behalf of the City (hereinafter called the "Collateral Agreement"). The Collateral Custodian shall hold in trust the collateral described and pledged by the Bank in accordance with the provisions of this Contract and the Collateral Agreement.

6. **Custodial Fees**. Any and all fees associated with the Collateral Custodian's holding of collateral for the benefit of the City shall be paid by the Bank, and the City will have no liability therefore.

7. **Entire Agreement**. The entire agreement between Bank and City shall consist of this Contract, the City's RFA, the Application, the Collateral Agreement with the Collateral Custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the "Banking Agreements"), each incorporated as attached or by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Contract supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization**. All funds on deposit with the Bank to the credit of the City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the City's Investment Policy, and the Application. The City agrees to promptly provide to the Bank any changes to its Investment Policy. The Depositor agrees that it shall only direct the Bank in writing to make investments authorized pursuant to the foregoing.

If marketable securities are pledged by the Bank as collateral, the total market value of the securities securing such deposits shall be in an amount at least equal to the minimum required amount as per the City's Investment Policy. The market value of any pledged securities (collateral) must be obtained from non-Bank-affiliated sources. The Bank shall monitor and maintain the required collateral margins and levels at all times.

The Bank has heretofore, or will immediately hereafter, deliver to the Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the City deposited with the Bank. The Custodian shall accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian in trust so long as deposits of the City remain with the Bank. The Bank hereby grants a security interest in such collateral to City.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, the City may authorize the withdrawal of a specified amount of collateral, and the Custodian shall deliver this amount of collateral (and no more) to the Bank.

If the Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the Custodian, the Bank may substitute for any one or more of such securities, other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral so deposited with the Custodian be less than the total sum of the City's funds on deposit with the Bank, the Bank shall immediately deposit with the Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. The Bank shall be entitled to income on securities held by the Custodian, and the Custodian may dispose of such income as directed by the Bank without approval of the City.

If surety bonds or letters of credit are utilized, the City shall agree as to the issuer and form of Contract prior to pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per the City's Investment Policy.

9. **Pledge Receipts**. The Custodian shall promptly forward to the City copies of pledge receipts covering all such collateral held for the City, including substitute collateral as provided for herein.

10. **Default**. Should the Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach the Banking Agreements with the City, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach. In the event the Bank shall fail to cure any such failure or breach within one (1) business day or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of the Custodian, upon demand of the City, to surrender the above-described collateral to the City, or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective Contract.

The City may sell any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the City all damages and losses sustained by it, together with all reasonable and documented expenses of any and every kind incurred by it on account of

such failure or insolvency, or sale, and account to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

11. **Sale of Seized Collateral**. Any sale of such seized collateral, or any part thereof, made by the City hereunder may be either at public or private sale, provided however, it shall give both the Custodian and the Bank two (2) hours' prior written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The City and the Bank shall have the right to bid at such sale.

12. **Release of Collateral**. When the relationship of the City and the Bank shall have ceased and when the Bank shall have properly paid out all deposits of the City, it shall be the duty of the City to give the Custodian notice to that effect; whereupon the Custodian shall, with the approval of the City, redeliver to the Bank all collateral then in its possession belonging to Bank. An order in writing to the Custodian by the City and a receipt for such collateral by the Bank shall be a full and final release of the Custodian of all duties and obligations undertaken by it by virtue of these presents.

13. **Successors**. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Whenever a reference is made herein to either Party, such reference shall include the Party's successors and assigns.

14. **Compensation**. The City and the Bank agree that any compensation for the performance of all duties and services and interest rate or earnings credit paid on all deposits is set forth in the Application accepted by the City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

15. **Consideration**. The Banking Agreements are executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Counterparts.** The Banking Agreements shall be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic or other signature shall also be deemed to constitute an original if properly executed.

17. **Authority to Execute**. The individuals executing the Banking Agreements on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Banking Agreements in order for the same to be an authorized and binding on the Party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

18. **Governing Law and Venue**. This Contract shall be governed by the laws of the State of Texas. Collin County shall be the venue for any lawsuit arising out of this Contract.

19. **Certification Regarding Terrorist Organizations and Boycotting of Israel.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Bank hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Bank and its parent company, wholly- or

majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the appliable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Bank understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

20. **Certification Regarding Boycotting of Certain Energy Companies.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Bank hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Bank understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

21. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least $100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any,

1. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Bank understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

22. **Notices**. Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Contract shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

City: Celina
Attn: Contracts
142 N. Ohio Street
Celina, TX 75009

And via email to: Contracts@celina-tx.gov

Bank:

Attn:

Changes to notice information may be made by either party with written notification to the other party.

23. **Severability**. If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

24. **Binding Commitment**. The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and the Texas Local Government Code.

25. **Continuation**. Unless this Contract is terminated sooner, the Bank's designation as the primary city depository will remain continuously in effect through May 31, 2026, subject to execution of the extension options.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY	BANK
By:	By:
Name: Robert Ranc	Name:
Title: City Manager	Title:
Date:	Date:
ATTEST:	ATTEST
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Valley View Consulting, L.L.C.

March 18, 2024

Ms. Robin Bromiley, MSA, CGFO
Director of Finance
City of Celina
142 N. Ohio St.
Celina, TX 75009

Dear Ms. Bromiley:

Thank you for the opportunity to assist the City of Celina (the "City") with this Depository Services Request for Applications (the "RFA") project. The objective of this engagement was to assist the City in selecting a primary depository following the expiration of the current contract, which ends on May 31, 2024. The new contract period will be for an initial term of two (2) years commencing June 1, 2024, and continuing through May 31, 2026, with three (3) one-year extension options under the same terms and conditions.

Procedure

The Primary Depository Services RFA project began with establishing a Calendar of Events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a Primary Depository is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to comply with the City's financial and purchasing policies, and Investment Policy.

The RFA procedure was conducted as follows:

1. Analyzed bank service usage and balance records.
2. Reviewed bank accounts and statements.
3. Established the minimum required banking services and potential additional services.
4. Developed a list of eligible financial institutions within the city limits of Celina:

2428 Carters Mill Road, Huddleston, VA 24104-4003
540.297.3419

a. Cadence Bank
b. First State Bank
c. Independent Financial (Incumbent)
d. Lamar National Bank
e. Texas Republic Bank

5. Contacted the identified financial institutions.
6. Drafted the RFA for review and approval.
7. Advertised as required.
8. Notified banks of the RFA documents via email.
9. Hosted a Pre-Application Zoom Conference Call that was attended by all five banks in Celina.
10. By the deadline, three applications were received from the following banks:

a. Cadence Bank
b. First State Bank
c. Independent Financial (Incumbent)

The evaluation of the applications was based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability to perform and provide the required and requested services
2. References provided and quality of services
3. Cost of services
4. Transition cost, retention, and transition offers and incentives
5. Funds availability
6. Interest paid on interest-bearing accounts and deposits
7. Earnings credit calculation on compensating balances
8. Completeness of application and agreement to points outlined in the RFA
9. Convenience of location(s)
10. Previous service relationship with the City
11. Financial strength and stability of the institution

Bank Fees – Depository Services

The fees proposed ranged from a high monthly fee of $3,186 for Cadence Bank to no charge for bank services by the incumbent bank, Independent Financial. First State Bank estimated monthly fees at $483.

Earnings on Balances

In addition to bank fees, the bank's interest rates on balances are an essential part of the relationship, and an important aspect of the interest rates is how the rates are determined by the bank. The best option for the City is an interest rate tied to an index, such as the Fed Funds rate. All three responding banks tied their interest rates to the Federal Funds rate, which is a very attractive option for the City. Cadence will index to the Fed Funds rate less 1.50%. First State Bank will also index to the Fed Funds rate, and it

provided a rate but did not specify the relationship of the rate to the Fed Funds rate. However, the rate it provided allowed us to compare its offering to the other banks. Independent Financial offered the best option by indexing to the Fed Fund target rate less 10 basis points.

Contract Incentives

In addition to the fees and interest rates, all three banks offered to provide the City with tamper-proof deposit bags, endorsement stamps, and deposit slips. First State Bank and Independent Financial also offered a free scanner for remote depositing of checks. Because the offer was essentially the same for all three banks, these incentives were not factored into the analysis as they offset.

A financial analysis was prepared by Valley View Consulting to compare the impact of the service fees and the interest rates offered by each bank. Over the last twelve months, the City has maintained an average of $14,572,000 in deposits, so this is the amount that was used to calculate the impact of the rates offered by each bank. The results of each analysis are presented in the following table.

Summary Financial Comparison			
	Cadence Bank	**First State Bank**	**Independent Financial - Incumbent**
Average Bank Balance	$13,114,800	$14,572,000	$14,572,000
Interest Rate Basis	Fed Funds Target minus 1.50%	Fed Funds Rate	Fed Fund Target minus 10 bps
Interest Rate	4.00%	4.10%	5.40%
Fees for Two Year Term	($66,906)	($11,592)	$0
Two Year Investment Income	1,049,184	1,194,904	1,573,776
Net Two Year Income	**$982,278**	**$1,183,312**	**$1,573,776**
Fees for Five Year Term	($181,602)	($28,980)	$0
Five Year Investment Income	2,622,960	2,987,260	3,934,440
Net Five Year Income	**$2,441,358**	**$2,958,280**	**$3,934,440**

***Note regarding the Cadence Bank calculations: Cadence withholds a 10% reserve requirement on interest-bearing accounts, so the City would earn 4.00% on 90% of the $14,572,000 in deposits, which equates to $13,114,800.

Recommendation

As the incumbent, Independent Financial has been a good business partner over the course of the current contract and has proposed to continue to provide the required services at no cost for bank services; as well as offering the best indexed rate offered by any of the responding banks. The

combination of services and interest rate presented by Independent Financial represent the best value for the City of Celina.

Therefore, we concur with the staff recommendation that the City Council award the Primary Depository Bank Services contract to Independent Financial and authorize the City Manager to execute the agreements incidental to continuing the banking relationship. Upon approval, the new contract will commence on Saturday, June 1, 2024.

Please contact Orlando Saenz or me to discuss any questions or additional information needs. Thank you for this opportunity to serve the City of Celina.

Sincerely,



Timothy Pinon
Valley View Consulting, L.L.C.

2428 Carters Mill Road, Huddleston, VA 24104-4003
540.297.3419

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:	April 9, 2024
Re:	Dark Fiber Lease from Zayo Group

Action Requested:
Consider and act to authorize a dark fiber lease from Zayo Group with the annual amount of $29,484.12 for a contract term of 3 years not to exceed $88,452.36. (Alexander)

Background Information:
Staff requests authorization to execute a dark fiber lease agreement with Zayo Group. The leased dark fiber will be used to provide a backup connection between the Law Enforcement Center and the City Hall complex. This backup fiber connection is critical to enable continuity of City services and public safety operations in the event of a fiber cut of the City's primary fiber optic cable.

The City evaluated multiple providers to determine the best supplier for this connection. Due to the following constraints, Zayo's proposal was chosen.

- The fiber path needs to be different from the existing City-owned fiber path. Zayo and AT&T are the only 2 carriers that offer diversity from City-owned path.
- To provide needed services, the connection must be dark fiber; AT&T does not offer leased dark fiber.

The City chose Zayo because they were the only provider who could meet these constraints.

The contract period is for thirty-six months.

Legal Review:
N/A

Supporting Documents:

1. City of Celina - Updated DF SO Coit to Pecan

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:

Staff recommends approval.

Order Form

Order Information

Contracting Entity	City of Celina	**Billing Account**	City of Celina	**Account Number**	
Representative	Laila Rodriguez	**Phone**		**Email**	laila.rodriguez@zayo.com

New Order - 2358976

Order Details

Order Details	
Order ID	2358976
Order Type	New
Order Term	36 months
Estimated Delivery Date	125 Business days from execution
Product	Dark Fiber

Product Details	
Product Category	Point to Point
Number of Fibers	2
DF Estimated Route Miles	4.24

Order Component(s)

Record Type ID	Address	Address	Bandwidth	Space Code	Lateral A	Lateral A	Lateral Z	Lateral Z Details
Dark Fiber	3025 S Coit Rd/Fl-1/Rm-MPOE Celina, TX 75009	706 E Pecan St/Fl-1/Rm-Telco MPOE Celina, TX 75009	2				One (Single)	

Pricing

Product	Service Item Desc	Component	Component Address	Type	Status	Quantity	Amount	Items Total
Dark Fiber	Dark Fiber	SOC-0005117985	3025 S Coit Rd/Fl-1/Rm-MPOE Celina TX 75009	MRC	Pending Install	1	USD 2,457.01	USD 2,457.01
	Monthly Recurring Charges Total:							USD 2,457.01

Contract Details

Details	
Schedule	Zayo Group, LLC Private Wavelength Network Offerings 2022-05-18
Governing MSA	Zayo Group, LLC Standard Master Customer Agreement 2023-01-01

Order Notes

Expiration Date Pricing on this Order Form expires if Order is not signed prior to April 17, 2024

Order ID(s): 2358976

Grand Total Costs

Service Item Desc	Items Total
Monthly Recurring Charges Total:	USD 2,457.01
Taxes and impositions As Invoiced[2]	

Customer Contact Information:

Role(s)	Name	Phone	Email
Billing Contact	Dawn Berry	+19723822682	dberry@celina-tx.gov
Primary	Dawn Berry	+1 972-382-2682 ext 1027	dberry@celina-tx.gov

Signatures

Zayo Group LLC	City of Celina
Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:
Title:	Title:

Terms and Conditions

1. Customer acknowledges that Customer is ordering the access and service(s) described above (“Dark Fiber Offerings” or "Offerings") from Zayo Group, LLC, and or its applicable affiliate or subsidiary (“Zayo”). This Customer Order shall be governed by and subject to the applicable contract documents between Customer and Zayo referenced above (collectively, the “Agreement”). If Customer has not executed an Agreement and/or no Agreement is referenced in this Customer Order, then this Customer Order shall be governed by the terms and conditions of Zayo’s Master Customer Agreement and applicable Customer Schedule in effect as of the date of this Customer Order, incorporated herein by this reference and available upon request. This Customer Order is subject to availability and shall only become binding upon acceptance by an authorized Zayo representative. Customer acknowledges that upon Zayo’s acceptance, this Customer Order shall become a non-cancellable, binding obligation for the purchase of the Offering for the Offering Term stated above. By signing this Customer Order, Customer further acknowledges that it has read and understands the terms and conditions of this Customer Order and Customer’s signatory represents that he/she is authorized to sign this Customer Order on Customer’s behalf.

2. If Customer is discontinuing Offering (s) of any type for any reason, Customer must submit the disconnection request through the form located at https://www.zayo.com/disconnectservice/.

Proprietary and Confidential

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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:	Alden Gleason
Date:	April 9, 2024
Re:	Phase 3 Extension of Dark Fiber (Design), IT09

Action Requested:
Consider and act to approve a work authorization for design and construction management services of Phase 3 Dark Fiber extension between Police Headquarters and Public Works with Capco Communications, for an amount not to exceed $133,017.75. (Gleason)

Background Information:
The City is currently in the process of building a fiber optic network that will interconnect all City facilities and critical infrastructure. This is the third phase of a multiyear plan.
In May 2022, Council approved a contract with Capco for the design of dark fiber phase 1. In May 2023, Council approved phase 2. A work authorization is being requested to include the design of a path between Police Headquarters and Public Works. This path, when constructed, will complete the first fiber ring, providing protection from fiber cuts caused by construction, severe weather, traffic accidents, re-locations, and other impacting events. Completing the ring is critical to allow continuity for public safety, public works, as well as all other city services.

The City maintains an executed Master Agreement for Professional Services with Capco. Council authorized the agreement in 2022, after an extensive selection process that identified Capco as the most qualified contractor. Council approved a Master Agreement for a period of five years.

Legal Review:
The contract has been previously reviewed and approved.

Supporting Documents:
1. Work Authorization - Dark Fiber Phase 3

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 approval.

EXHIBIT B - WORK AUTHORIZATION

MAPS #		MAPS Date:	

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Capco Communications, 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:	Phase 3 Fiber Design		
Task Order #	3	**Task Order Date:**	
Engineer:	Capco Communications Inc.		
Purchase Order#:		**Project #:**	IT09
Engineer Representative	Kyle	**Owner Representative:**	Alden Gleason

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**
Signature	Signature
Printed Name & Title	Printed Name & Title
Date	Date

Capco

City of Celina

Proposal for

OSP Fiber Connection from the Central Police Department to Public Works

February 18th, 2024

This proposal includes the following Engineering and Professional Services for the OSP Fiber connection from the Central Police Department to Public Works.

Design and Project Management scope of services as follows:

1. Preconstruction Services
    a. Develop Route Background Plans
        i. Collect GIS files
        ii. Overlay Aerial Satellite images
        iii. Collect any required Record drawings
            1. City files
            2. TxDOT files
        iv. Perform a limited nondestructive S.U.E. as required
            1. Incorporate records above
            2. Request and document locate information
    b. Permitting
        i. Aerial
            1. Collect pole information required by Utility Companies
            2. Prepare applications and exhibits required for permitting
        ii. TxDOT
            1. Prepare required exhibits and application information for submission by City Staff.
        iii. Railroad
            1. Prepare required exhibits and application
                a. Plan & Profiles of crossing
                b. Application
                c. Insurance Requirements
        iv. City
            1. Coordinate with City R.O.W. Permitting and CIP Engineering Departments.
                a. Provide typical Temporary Traffic Control Plans
    c. Develop Construction Documents
        i. Engineered Plans
        ii. Project Manual

1. Conditions of Contract
2. Technical Specifications
3. Bid Form (Contractor Proposal)

iii. Project Preliminary Schedule
iv. Submittals Due At 30%, 60%, 90%, and 100% Stages

d. Bid Solicitation and Recommendations
   i. Recommended List of Contractors
   ii. Assist City in Posting Bid
   iii. Review and respond to RFI's
   iv. Review Proposals and make award recommendations.

2. Construction Phase Services.
   a. Preconstruction Conference
      i. Establish Communication Protocols and responsibility
      ii. Project Schedule
   b. NTP
   c. Project Documentation
      i. Daily / Weekly Reports
      ii. Collect Photographic documentation
      iii. Schedule
         1. Coordinate with Contractor
            a. Document workdays
      iv. Communications
         1. Coordination with City Departments as required
         2. Meetings with Owner
         3. Meetings with Contractor
         4. Other Meetings
   d. Monitoring Work (Construction Management)
      i. Routine Observation
      ii. Aerial
         1. Visual
            a. Verify Utility Company standard installation is followed
            b. Verify compliance with project specifications
      iii. Underground
         1. Locate underground paths for alignment and depth
            a. Verify using field locating equipment for proper alignment and depth
            b. Require contractor to pothole if variance
   e. Contractor Pay Requests
      i. Review Contractor supplied work reports
      ii. Review monthly applications for payment
         1. Certify requests
   f. Requests for Interpretation
      i. Review RFI's from Contractor
         1. Respond

g. Process Change Requests / Change Orders
h. Project Close Out
    i. Collect Final Payment Information and Process
        1. Affidavits
    ii. Warranties
    iii. Record Drawings

Design, Engineering and Contract Administration..... $ 75,199.44

Construction Management..... $ 80,437.17

Celina ISD Shared Cost..... - $ 22,618.86

Total Compensation for these services will be..... $ 133,017.75

Respectfully submitted:

Kyle Capps
Capco Telecom LLC

Life Connected.

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:	April 9, 2024
Re:	Amended and Restated Chapter 380 Agreement - Mudea Cafe, LLC

Action Requested:
Consider and act on an Amended and Restated Chapter 380 Economic Development and Performance Agreement between the City of Celina, Texas, Celina Economic Development Corporation, and Mudea Cafe, LLC; amending performance dates. (Satarino)

Background Information:
In June 2023, Council and the Celina Economic Development Corporation (CEDC) Board approved a Chapter 380 Economic Development and Performance Agreement with Mudea Cafe, LLC (Developer). The Developer agreed to make qualified improvements to the Property for a minimum amount of $200,000. The City agreed to reimburse the Developer for qualified expenditures for an amount not to exceed $50,000. The CEDC agreed to reimburse the lesser of $25,000 or the aggregate amount of said paid invoices, paid receipts, or other paid documentation submitted by the Developer to the CEDC. The Developer has requested that the originally approved performance dates be extended into 2025. The CEDC Board approved the Amended and Restated Agreement at their February meeting. No changes to the financial obligations are being considered.

Legal Review:
The City Attorney has reviewed the Amended and Restated Chapter 380 Economic Development and Performance Agreement.

Supporting Documents:
1. Celina EDC - Amended Chapter 380 Agreement and Performance Agreement - Mudea Cafe LLC

2. Celina EDC - Amended Chapter 380 Agreement and Performance Agreement - Mudea Cafe LLC - Partially Executed

Financial Consideration:
No changes to the financial obligations are being considered at this time.

Staff Recommendation:
Staff recommends approval.

AMENDED AND RESTATED
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
AND PERFORMANCE AGREEMENT

This **AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** by and between the ***CITY OF CELINA, TEXAS***, a Texas home-rule municipality (hereinafter referred to as the "City"); the ***CELINA ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "CEDC"), and **MUDEA CAFÉ, LLC,** a Texas limited liability company (hereinafter referred to as "Developer"), is made and executed on the following recitals, terms and conditions.

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Celina, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Celina, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

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, 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 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 construct and operate a restaurant called Mudea’s Café, to be generally located at a new address of 204 N. Ohio Street, Celina, Texas, which will be on the north side of 303 West Pecan Street, as more particularly depicted in ***Exhibit A***, attached hereto and incorporated herein for all purposes, and to be designed and improved in accordance with the plans and elevations included in ***Exhibit A***, attached hereto and incorporated herein for all purposes; 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 Section 501.103 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 City, 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 **June 30, 2028**~~**December 31, 2027**~~, 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 Amended and Restated Chapter 380 Economic Development Agreement and 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) **City.** The word "City" means the City of Celina, Texas, a Texas home rule municipality, whose corporate address for the purposes of this Agreement is 142 N. Ohio Street, Celina Texas 75009.

(e) **City Regulation**. The word "City Regulation" means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Property and development of the Mudea's Café.

(f) **Developer.** The word "Developer" means Mudea Café, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 6023 Liverpool Street, Aubrey, Texas 76227.

(g) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer, City, and the CEDC.

(h) **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."

(i) **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 (1,920) hours of work averaged over a twelve (12) month period.

(j) **Property.** The word "Property" means 204 N. Ohio Street, Celina, Texas 75009, as more particularly described in ***Exhibit A***.

(k) **Qualified Expenditures.** The words "Qualified Expenditures" mean those costs associated with the construction and or improvements of the building located on the Property, and

which meet the definition of "project" as that term is defined in Section 501.103 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act.

(l) **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 the City and 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 City and CEDC invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property in a minimum amount of **Two Hundred Thousand and No/100 Dollars ($200,000.00)** by **December 31~~June 13~~, 2024**.

(b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **December 31~~June 13~~, 2024,** a certificate of occupancy from the City of Celina, Texas, for the Mudea's Café located on the Property.

If such invoices, receipts, or other documentation are incomplete or insufficient for City and the CEDC to verify the Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.

(c) **Development**. The Mudea's Café shall be constructed and operated in accordance the plans provided in ***Exhibit A***, and any site plan, building elevations, or landscape plans approved by the City. Developer agrees that materials and finish-out used for the Mudea's Café shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with all applicable City Regulations, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.

(d) **Operate Restaurant.** Developer agrees to maintain and operate the Mudea's Café located on the Property during the Term of this Agreement. Further, upon a receipt of a certificate of occupancy from the City of Celina, Texas, for the Mudea's Café located on the Property and for one (1) year thereafter, Developer covenants and agrees to keep Mudea's Café open on Mondays from 11:00 a.m. to 2:00 p.m.

(e) **Job Creation and Retention.** Developer covenants and agrees by **December 31~~June 13~~, 2024**, and during the Term of this Agreement to employ and maintain a minimum of four (4) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **February 1, 2025~~August 1, 2024~~**, and during the Term

of this Agreement, Developer shall deliver to the City and CEDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). The Developer covenants and agrees beginning on **February 1, 2025**~~**August 1, 2024**~~, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** Employment Positions working at the Property. Annual Compliance Verifications due and submitted to the City and CEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(f) **Performance Conditions**. Developer agrees to make, execute and deliver to the City and/or CEDC such other promissory notes, instruments, documents and other agreements as the City or CEDC or its attorneys may reasonably request to evidence this Agreement.

(g) **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, City, and CEDC.

(h) **Groundbreaking and Opening Ceremonies**. Developer agrees to provide for participation of the governing bodies of the City and CEDC in the ceremonial groundbreaking and opening (e.g., ribbon-cutting) of the Facility, and to allow City and CEDC to market such ceremonies.

(i) **Celina Chamber of Commerce**. Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement. The City and the CEDC shall have the right to market the Facility as part of its updates to the community regarding economic development of the City.

SECTION 5. AFFIRMATIVE COVENANTS OF THE CITY.

City covenants and agrees with the CEDC and Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Financial Assistance.** City covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount of **Fifty Thousand and No/100 Dollars ($50,000.00)** as follows:

(1) **Twenty-Five Thousand and No/100 Dollars ($25,000.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and

(2) **Twenty-Five Thousand and No/100 Dollars ($25,000.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with

Section 4(b) of this Agreement.

(b) **Performance**. City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

SECTION 6. AFFIRMATIVE COVENANTS OF CEDC.

CEDC covenants and agrees with the City and 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 to Developer reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Twenty-Five Thousand and No/100 Dollars ($25,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation submitted by the Developer to CEDC. Said financial assistance shall be paid as follows:

(1) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and

(2) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) 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, City, and CEDC.

SECTION 7. CESSATION OF ADVANCES.

If the City or CEDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the City or 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 8. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer, City or CEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and/or 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 and Impositions.** Developer allows its ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for any property or business owned by Developer, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such imposition and to cure such failure within thirty (30) days after written notice thereof from the City or CEDC and/or Collin County Central Appraisal District is an Event of Default.

(e) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC, and such default is not cured by Developer within thirty (30) days after written notice thereof.

(f) **Lawsuits.** Developer's filing of any lawsuit against the City or CEDC is an Event of Default

SECTION 9. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 8 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 City and CEDC to Developer pursuant to Sections 5(a) and 6(a) of this Agreement shall become immediately due and payable by Developer to the CEDC and City.

SECTION 10. INDEMNIFICATION.

(a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND CEDC (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.

(b) Except for the City and CEDC's obligations to provide the financial assistance as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

SECTION 11. 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 parties.

(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. City 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. 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 City:	City of Celina, Texas 142 N. Ohio Street Celina Texas 75009 Attn: Jason Laumer, City Manager Telephone: (972) 382-2682
if to CEDC:	Celina Economic Development Corporation 302 W. Walnut Street Celina Texas 75009 Attn: Alexis Jackson, Executive Director Telephone: (972) 382-3455
if to Developer:	Mudea Café, LLC 6023 Liverpool Street Aubrey, Texas 76227 Attn: Keisha Avery, Owner Telephone: (501) 277-9280

(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 City or CEDC notifies Developer of the violation.

(k) **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and 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.

(l) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(m) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(n) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

(o) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(p) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CITY:

CITY OF CELINA, TEXAS,
A Texas home-rule municipality

_____
Ryan Tubbs, Mayor
Date Signed: _____

ATTEST:

_____
Lauren Vaughns, City Secretary

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

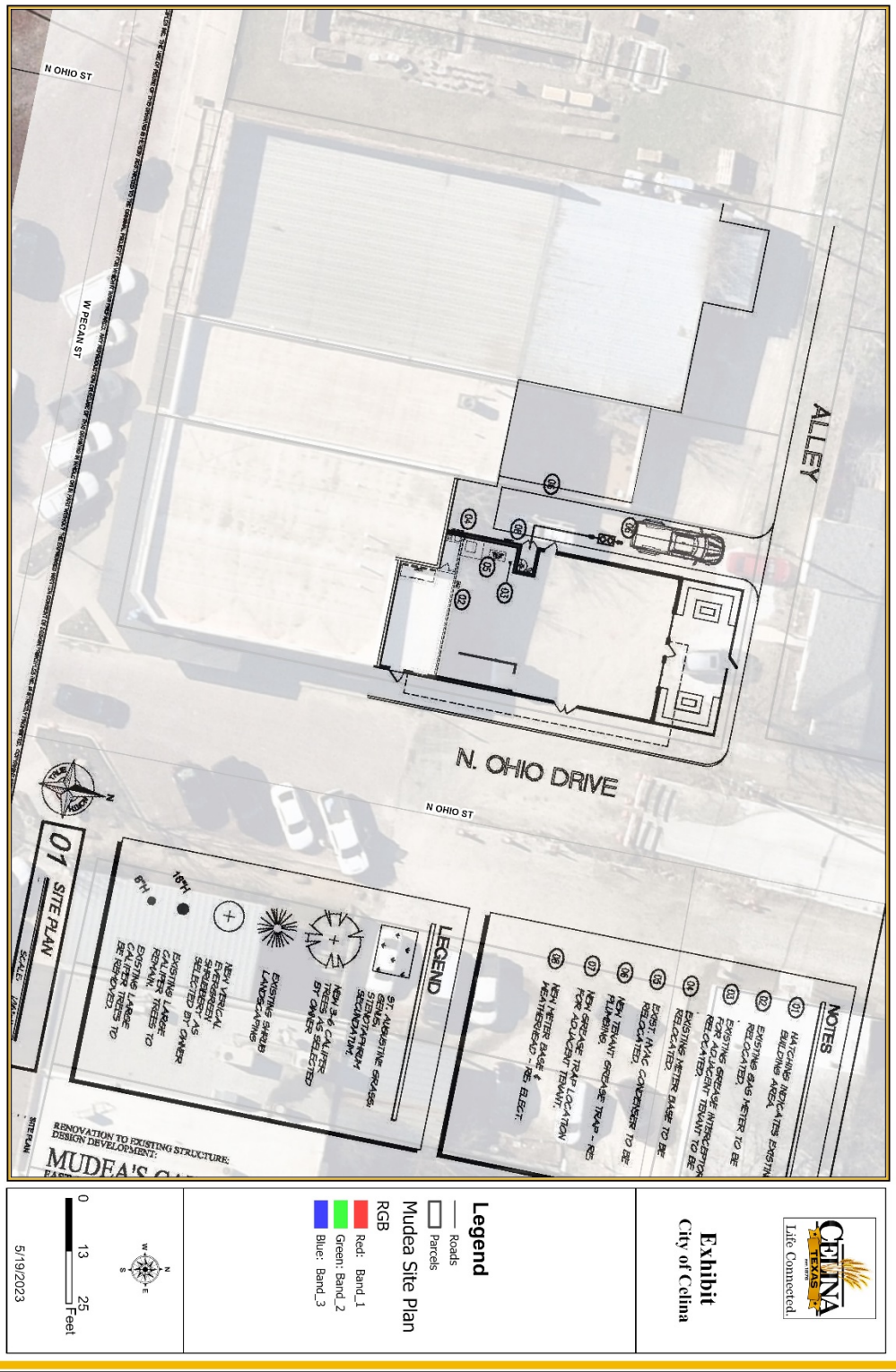
By: _____
Clint Bissett, President
Date Signed: _____

DEVELOPER:

MUDEA CAFÉ, LLC,
a Texas limited liability company,

By: _____
Keisha Avery
Title: _____
Date Signed: _____

Exhibit A
Mudea's Café Plans and Elevations



MUDEA'S CAFE
204 N. OHIO STREET
CELINA, TX 75009
OWNER:
CONST. MGR.
GEN. CONTRACTOR:
DESIGNER:
SITE CIVIL:
GEOTECHNICAL:
STRUCTURAL:
LANDSCAPE:
DESIGN PRINCIPLES
100
RENOVATION TO EXISTING STRUCTURE:
DESIGN DEVELOPMENT:
MUDEA'S CAFE
FAST- DINING RESTAURANT
204 N. OHIO STREET
CELINA, TEXAS 75009
PROJECT INFORMATION

PROJECT INFORMATION

GENERAL NOTES:

1. GENERAL CONTRACTOR SHALL VISIT THE SITE, BECOME FAMILIAR WITH THE SCOPE OF WORK, AND FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY CONSTRUCTION.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TOOLS, INSTALLATION, EVEN IF NOT SPECIFICALLY NOTED ON THE PLANS.
3. THOSE ITEMS NOTED N.I.C. (NOT IN CONTRACT) OR NOTED TO BE PERFORMED BY OTHERS SHALL BE COORDINATED BY THE CONTRACTOR SO AS TO ALLOW TIMELY INTEGRATION INTO THE PROJECT AS REQUIRED.
4. UNLESS NOTED OTHERWISE, MOVING OF FURNITURE, FURNISHINGS, AND EQUIPMENT SHALL BE COORDINATED WITH OWNER.
5. PERFORMED DURING PROJECT.
6. CONTRACTOR(S) SHALL CONFINE THEIR CONSTRUCTION ACTIVITIES TO DESIGNATED CONSTRUCTION AREAS ONLY.
7. ALL DEMOLISHED MATERIALS SHALL BE PROPERLY DISPOSED OF BY CONTRACTOR, UNLESS NOTED OTHERWISE.
8. CLEAN CONSTRUCTION AREA. THOROUGHLY VERIFY COMPLETION OF CONSTRUCTION. DISPOSE OF DEBRIS IN ACCORDANCE WITH LOCAL REGULATIONS.
9. ALL WORK SHALL BE PERFORMED IN COMPLIANCE WITH LOCALLY ADOPTED BUILDING CODES, NEC, ADA, AND STATE PROGRAMS FOR THE REMOVAL OF ARCHITECTURAL BARRIERS. CURRENT AS OF DATE OF ISSUANCE OF THESE DOCUMENTS.
10. LOCATE CENTERLINE OF ALL SWITCHES & CONTROLS AT 42" A.F.F. U.N.O.
11. LOCATE CENTERLINE OF ALL HALL OUTLETS AT 8" A.F.F. U.N.O.
12. ALL DIMENSIONS SHOWN ARE FRAMING-TO-FRAMING, FRAMING-TO-MASONRY, FRAMING-TO-CONCRETE, CENTERLINE OF COLUMN/WALL, OR CENTERLINE OF STRUCTURE U.N.O.
13. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL CONTRACT DOCUMENTS AND ADDENDA FROM ARCHITECT. CONTRACTOR IS ALSO RESPONSIBLE FOR CONFIRMING THAT THE WORK IS BUILDABLE AS SHOWN PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY DESIGN PRINCIPLES OF ANY QUESTIONS OR DISCREPANCIES FROM DESIGN PRINCIPLES OF ANY QUESTIONS ARISE.
14. CONTRACTOR SHALL NOTIFY DESIGN PRINCIPLES OF ANY DRAWING DISCREPANCIES.
15. SUBMIT SHOP DRAWINGS/PRODUCT INFORMATION/SAMPLES OF FABRICATIONS SHALL BEGIN ONLY AFTER APPROVED SHOP DRAWINGS HAVE BEEN RETURNED TO THE CONTRACTOR.
16. CONTRACTOR SHALL SUBMIT CONFIRMATION OF DELIVERY DATES OF PRODUCTS WITH LONG LEAD TIMES WITH PRODUCT SUBMITTALS.
17. INSTALL ALL HARDWARE ITEMS, MATERIALS AND EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS AND INSTRUCTIONS.
18. ALIGN ADJOINING STRUCTURAL COMPONENTS OF CONSTRUCTION SHALL ALIGN ACROSS VOIDS.
19. TYPICAL, HEARD, FOR ALL SIMILAR CONDITIONS, U.N.O.
20. CONTRACTORS SHALL CONFINE THEIR CONSTRUCTION AREAS TO CONSTRUCTION PARKING ONLY IN DESIGNATED LOCATIONS.
21. ALL PERMITS REQUIRED AND INSPECTIONS REQUIRED TO PERFORM AND COMPLETE WORK SHALL BE SECURED AND PAID FOR BY CONTRACTOR.
22. ALL MATERIALS SHALL BE NEW AND OF FIRST QUALITY. ALL MATERIALS AND LABOR SHALL MEET THE HIGHEST STANDARDS OF THE INDUSTRY.
23. MATERIALS STORED OR INSTALLED ON THE SITE SUBJECT TO DAMAGE OR THEFT.
24. ANY AND ALL DISCREPANCIES THAT MAY OCCUR BETWEEN IN THE DRAWINGS, THE SPECIFICATIONS, ALL OTHER ARCHITECTURAL, AND STRUCTURAL PROGRAMS, THE STRUCTURAL DISCIPLINE SHALL GOVERN.
25. PROVIDE FIRE DEPARTMENT ACCESS WITH FIRE PROTECTION CONTRACTOR RELATIVE TO REQUIREMENTS FOR FIRE PROTECTION IN DURING CONSTRUCTION.
26. HAUL DEBRIS AT LEAST ONCE A WEEK OR AS OFTEN AS NECESSARY TO AVOID ACCUMULATION OF WASTE MATERIALS. PREVENT DUST AND DEBRIS FROM ACCUMULATING IN ADJOINING BUILDINGS, AIR SHAFTS, AND VENTILATION SYSTEMS. PROVIDE COVERED METAL DUMPSTERS FOR STORAGE OF RUBBISH AND DEBRIS REMOVED FROM THE PREMISES. DO NOT BURN OR BURY RUBBISH AND WASTE MATERIALS ON PROJECT SITE. DO NOT DISPOSE OF VOLATILE WASTES IN STORM OR SANITARY DRAINAGE SYSTEMS. DISPOSE OF MATERIALS LAWFULLY.

GENERAL NOTES CONT.:

21. CONTRACTOR SHALL CAP ANY PLUMBING LINE TO BE REMOVED AT THEIR POINT OF ORIGIN, ENTRY.
22. VERIFY ALL DIMENSIONS PRIOR TO ORDER OR FABRICATION OF ANY ITEMS. DO NOT SCALE DRAWINGS. THE FACT THAT SOMETHING MAY NOT BE INDICATED ON BOTH PLANS AND ELEVATIONS SHALL NOT BE CONSIDERED AS A REASON FOR AN EXTRA, IF IT CAN BE FOUND ELSEWHERE IN THE DRAWINGS OR SPECIFICATIONS.
23. " DENOTES ITEMS, ELEMENTS, AND/OR CHARACTERISTICS WITHIN THIS SET THAT ARE TO BE CHOSEN BY THE OWNER OR THE OWNER AGENT.

PROJECT INFORMATION

EXISTING STEEL B.U.R. IN MACH. THE LANDLORD SHALL PROVIDE SPACE FOR THE OCCUPANCY OF MUDEA'S CAFE.
TENANT SHALL USE EXISTING SPACE AND PROVIDE ADDITIONAL AREA FOR A NEW FAST DINING RESTAURANT WITH INTERIOR SEATING, TAKE-OUT, DRIVE-THRU, AND RETAIL SPACE SHALL BE DESIGNED TO MEET ALL PREVAILING LOCAL, STATE, FEDERAL CODES, LAWS, AND/OR ORDINANCES.
THE SPACE IS SPRINKLERED.
THE BUILDING IS FULLY ADA / TDLR ACCESSIBILITY STANDARDS COMPLIANCES.
REQUIREMENTS FOR THE BUILDING # SITE.
EXISTING WATER AND GAS METERS ARE LOCATED ON THE EAST SIDE OF THE BUILDING.
EXISTING WATER AND GAS SERVICE LINES SHALL BE INSPECTED AND REVISED, AS NEEDED, TO CONNECTED FROM METER LOCATION AND RUN TO OVER ROOF TO TENANT SPACE.
EXISTING ROOF TOP UNITS SHALL BE INSPECTED AND REVISED, AS NEEDED, TO SERVICE THE SPACE.
DAMPERS TO BE PROVIDED BY T.I.
TENANT SHALL PROVIDE NEW ELECTRICAL PANELS AND CONNECT TO EXISTING T.I. SERVICES.
TENANT SHALL PROVIDE NEW HVAC R.T.U AS REQUIRED.
TENANT TO PATCH AND REPAIR EXISTING WALLS AS REQUIRED TO MAINTAIN HIGHEST FIRE RATING.
TENANT SHALL RELOCATE ADJACENT TENANTS SIGNAGE INTERRUPTION AS PART OF THE TENANTS SCOPE OF WORK.

CODES

2021 International Building Code w/ Amendments
2021 International Mechanical Code w/ Amendments
2020 National Electrical Code w/ Amendments
2021 International Plumbing Code w/ Amendments

OCCUPANCY

USE:	RESTAURANT
OCCUPANCY:	A2- ASSEMBLY
CONSTRUCTION TYPE:	EXISTING (TYPE V-B)
OCCUPANCY SEPARATION	NO SEPARATION REQ'D
REQ'D BETWEEN A AND	N/A
REQ'D BETWEEN H-1 & UNRS	N/A
TENANT SEPARATION PROVIDED:	NEW DEMISING WALLS TO BE PROVIDED AS REQUIRED
GROSS LEASABLE TENANT AREA:	2,250 SF
NET LEASABLE TENANT AREA:	2,250 SF

OCCUPANCY LOADS

Assembly w/o fixed seats, Unconcentrated) areas: 15 gross Area per Occupant
Business areas: 100 gross Area per Occupant
Kitchen commercial areas: 200 gross Area per Occupant
Storage areas: 300 gross Area per occupant

	AREA	LOAD	EXIT
CORRIDOR	66.28	n/a	n/a
TOILET ROOMS	121.97	n/a	n/a
ASSEMBLY (UNCONCENTRATED - INTERIOR)	1,440.28	30	48.01
ASSEMBLY (UNCONCENTRATED - EXTERIOR)	645.58	30	21.52
KITCHEN (COM'L)	645.58	200	3.23
STORAGE	166.00	300	0.55
TOTAL OCCUPANCY:			126 By Calculation

EGRESS

	Men's	Req'd/prov'd	Provided
EXITS REQUIRED:	Exterior	2	1
EXITS PROVIDED:		1	1
SIZING:		Req'd/prov'd	Provided
	Men's/ Exterior	24/42"	60/0.0"

PLUMBING FIXTURES

	Req'd/prov'd	Provided
WATER CLOSET - MALE	1 / 1	1
WATER CLOSET - FEMALE	1 / 1	1
LAVATORY - MALE	1 / 1	1
LAVATORY - FEMALE	1 / 1	1
SERVICE SINK	1 / 1	1

SHEET INDEX:

ARCHITECTURAL

SHEET NO.	SHEET NAME
100	COVER SHEET
101	PROJECT INFORMATION
102	SITE PLAN
200	FLOOR PLAN & SCHEDULES
200A	OCCUPANCY LOAD PLAN
201	DEMOLITION PLAN - 1ST FLR.
202	DEMOLITION PLAN
203	FLOOR PLAN - 1ST FLR.
204	FLOOR PLAN - 2ND FLR.
205	ELEC. & HVAC LAYOUT PLAN - 1ST FLR.
206	ELEC. & HVAC LAYOUT PLAN - 2ND FLR.
207	FINISH PLAN - 1ST FLR.
208	FINISH PLAN - 2ND FLR.
209	REFLECTED CEILING PLAN - 1ST FLR.
210	REFLECTED CEILING PLAN - 2ND FLR.
300	ROOF PLAN
301	EXTERIOR ELEVATIONS & SCHEDULES
302	EXTERIOR ELEVATIONS
303	EXTERIOR ELEVATIONS
304	INTERIOR ELEVATIONS
305	INTERIOR ELEVATIONS
400	SECTIONS
401	SECTIONS
402	SECTIONS
403	SECTIONS
404	SECTIONS
405	SECTIONS
406	SECTIONS
500	DETAILS
501	DETAILS
502	DETAILS
503	DETAILS
504	DETAILS
505	DETAILS
506	DETAILS
600	SPECIFICATIONS
601	SPECIFICATIONS
602	SPECIFICATIONS
603	SPECIFICATIONS
604	SPECIFICATIONS
605	SPECIFICATIONS
606	SPECIFICATIONS

FEMA P-361 SAFE ROOM
REFER TO SEPARATE PACKAGE BY OTHERS

STRUCTURAL
REFER TO SEPARATE PACKAGE BY OTHERS

MEP
REFER TO SEPARATE PACKAGE BY OTHERS

PHOTOMETRICS
REFER TO SEPARATE PACKAGE BY OTHERS

CIVIL
REFER TO SEPARATE PACKAGE BY OTHERS

LANDSCAPE
REFER TO SEPARATE PACKAGE BY OTHERS

OFFICIALLY APPROVED BY:

MAYOR: DATE:

PROJECT INFORMATION

101

RENOVATION TO EXISTING STRUCTURE:
DESIGN DEVELOPMENT:

MUDEA'S CAFE
FAST- DINING RESTAURANT

204 N. OHIO STREET
CELINA, TEXAS 75009

DESIGN PRINCIPLES
3100 Commerce Street, 100
Dallas, Texas 75226
(214) 321-1111 | (214) 321-1911
www.designprinciples.biz

ISSUE: 3/02/23 - EDC SUBMISSION

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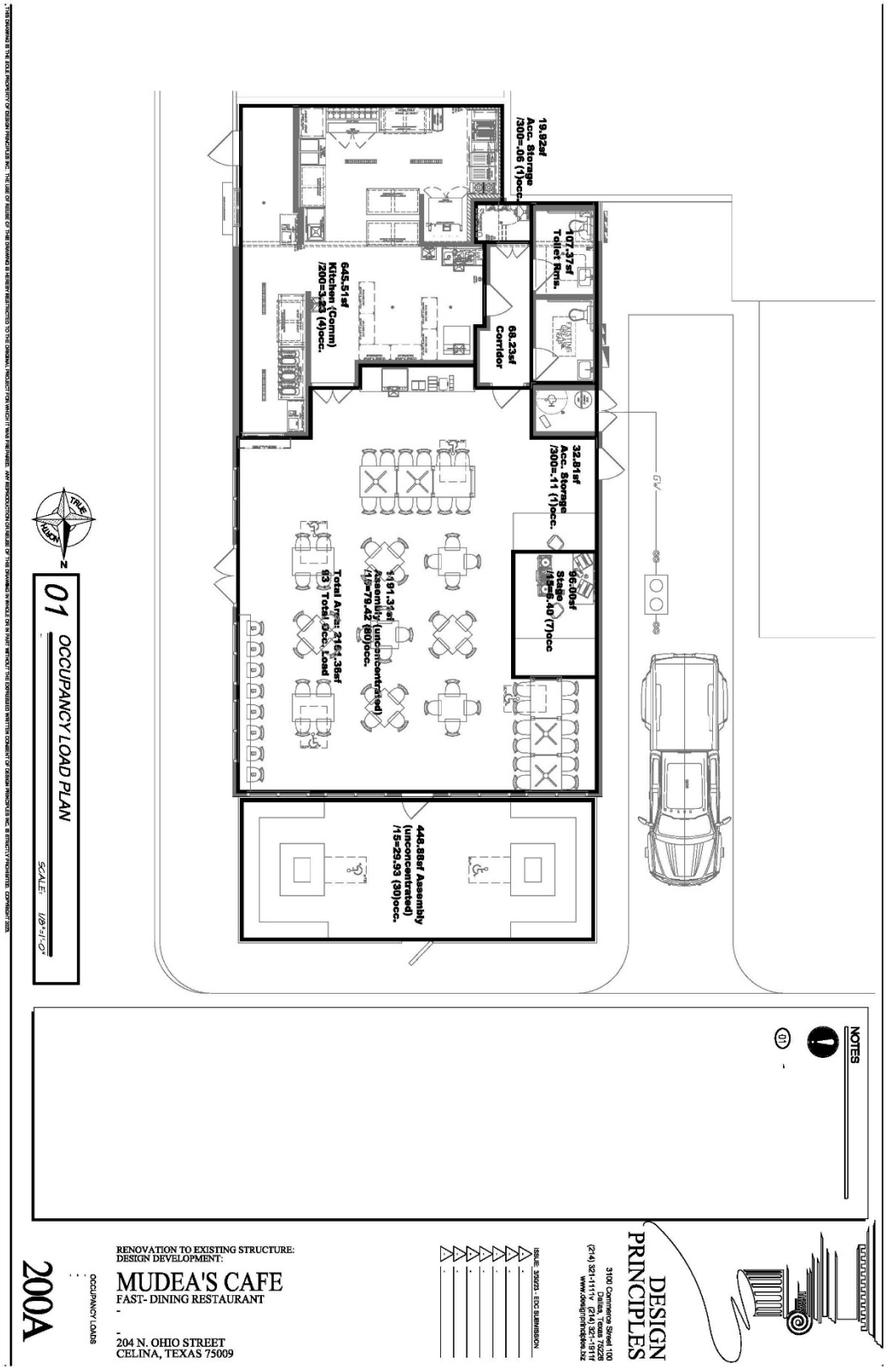
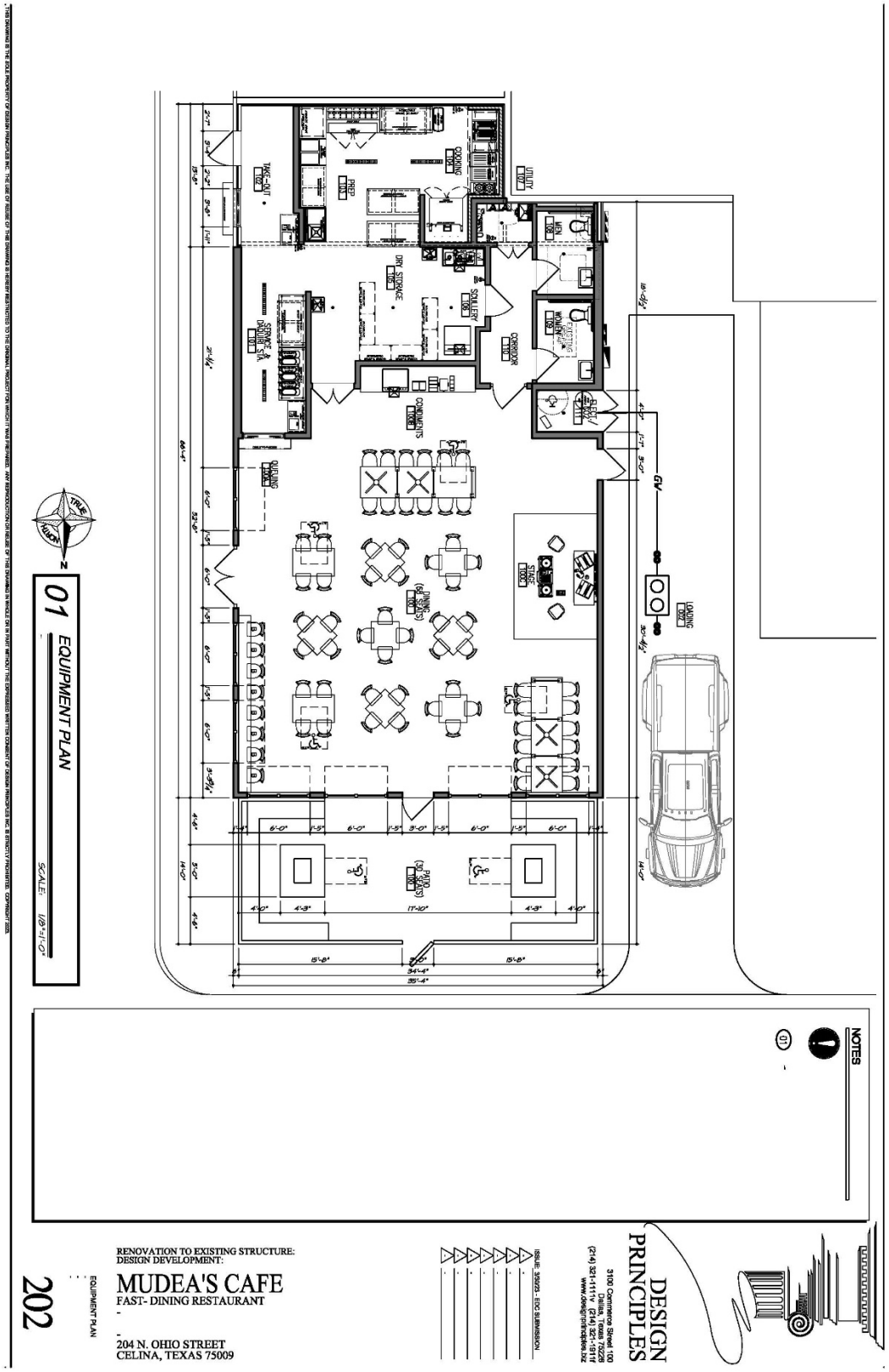
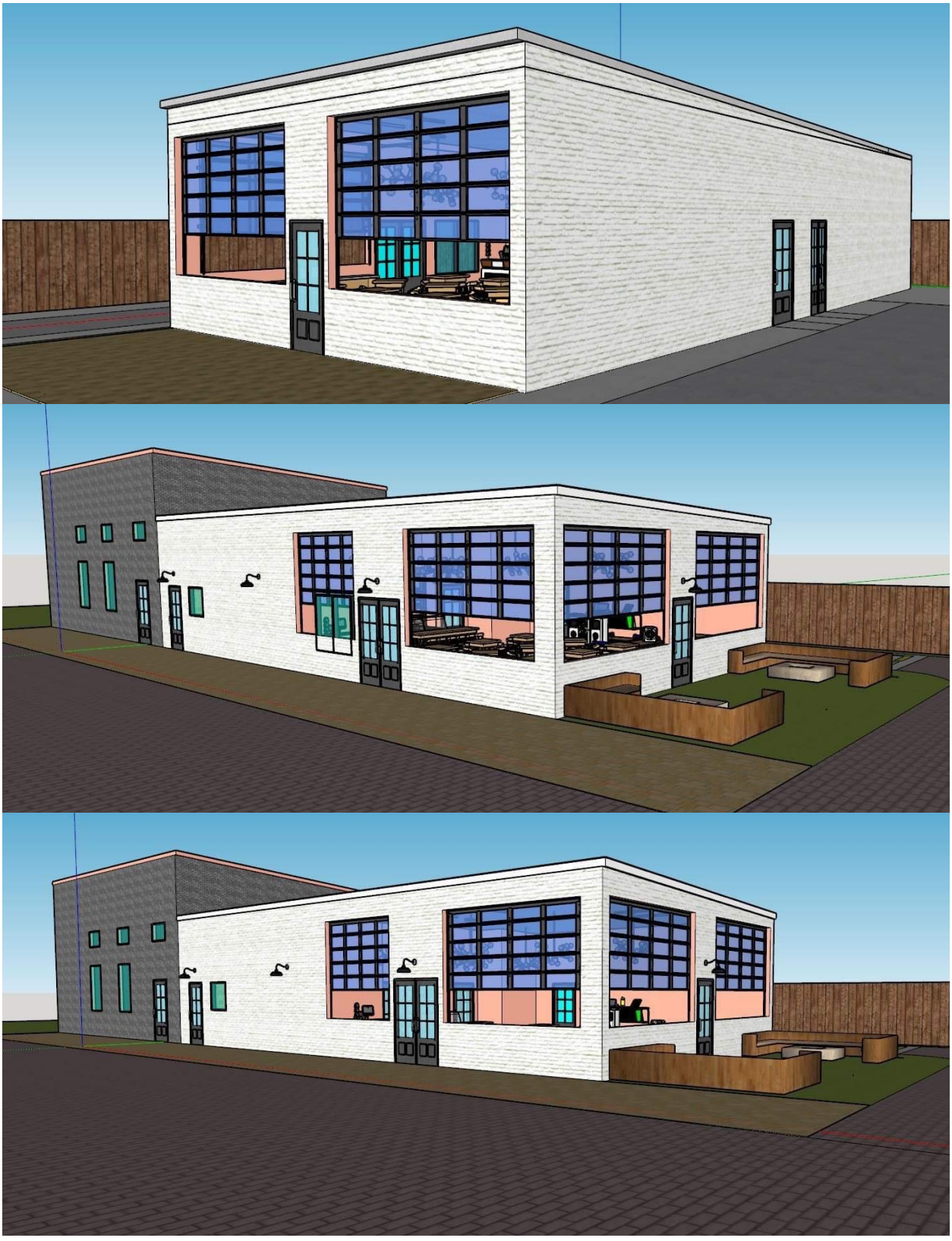
ALLEY
N. OHIO DRIVE
NOTES
01 MATCHING INDICATES EXISTING BUILDING AREA.
02 EXISTING GAS METER TO BE RELOCATED.
03 EXISTING GREASE INTERCEPTOR FOR ADJACENT TENANT TO BE RELOCATED.
04 EXISTING METER BASE TO BE RELOCATED.
05 EXIST. HVAC CONDENSER TO BE RELOCATED.
06 NEW TENANT GREASE TRAP - RE: PLUMBING.
07 NEW GREASE TRAP LOCATION FOR ADJACENT TENANT.
08 NEW METER BASE & WEATHERHEAD - RE: ELECT.
LEGEND
ST. AUGUSTINE GRASS. GENUS: STENOTAPHRUM SECUNDATUM.
NEW 3-6 CALIPER TREES AS SELECTED BY OWNER
EXISTING SHRUB LANDSCAPING
NEW VERICAL EVERGREEN SHRUBBERY AS SELECTED BY OWNER
EXISTING LARGE CALIPER TREES TO REMAIN.
EXISTING LARGE CALIPER TREES TO BE REMOVED.
18FT
8FT
01 SITE PLAN
SCALE: 1/8"=1'-0"
N
TRUE NORTH
GRID NORTH
DESIGN PRINCIPLES
3100 Commerce Street, 100
Dallas, Texas 75226
(214) 321-1111 V (214) 321-1911
www.designprinciples.biz
ISSUE: 3/02/23 - EDC SUBMISSION
RENOVATION TO EXISTING STRUCTURE:
DESIGN DEVELOPMENT:
MUDEA'S CAFE
FAST- DINING RESTAURANT
204 N. OHIO STREET
CELINA, TEXAS 75009
SITE PLAN
102


19.92sf Acc. Storage /300=.06 (1)occ.
107.37sf Toilet Rms.
68.23sf Corridor
645.51sf Kitchen (Comm) /200=3.23 (4)occ.
32.51sf Acc. Storage /300=.11 (1)occ.
66.80sf Stage /15=4.40 (7)occ
1191.34sf Assembly (unconcentrated) /15=79.42 (80)occ.
Total Area: 2161.38sf
93 Total Occ. Load
448.88sf Assembly (unconcentrated) /15=29.93 (30)occ.
01 OCCUPANCY LOAD PLAN
SCALE: 1/8"=1'-0"
NOTES
DESIGN PRINCIPLES
3100 Commerce Street 100
Dallas, Texas 75226
(214) 321-1111 (214) 321-1911
www.designprinciples.biz
ISSUE: 3/30/23 - EDC SUBMISSION
RENOVATION TO EXISTING STRUCTURE:
DESIGN DEVELOPMENT:
MUDEA'S CAFE
FAST- DINING RESTAURANT
204 N. OHIO STREET
CELINA, TEXAS 75009
200A
OCCUPANCY LOADS

01 DEMOLITION PLAN
SCALE: 1/8"=1'-0"
NOTES
(01) DASHED LINE INDICATES ITEMS TO BE DEMOLISHED, U.N.O.
(02) EXISTING FOUNDATION TO REMAIN. PATCH, AND REPAIR AS NEEDED.
(03) THE EXISTING FOUNDATION SHALL BE INSPECTED BY A STRUCTURAL ENGINEER TO DETERMINE THE BUILDS ABILITY TO SUPPORT THE PROPOSED NEW CONSTRUCTION.
(04) INSPECT EXISTING BRICK TO DETERMINE IF IT CAN BE REMAIN. OTHERWISE THE EXISTING BRICK SHALL BE REPLACED.
(05) EXISTING GARAGE DOOR TO BE STORED, REFURBISHED, AND REUSED UNLESS NOTED OTHERWISE BY THE OWNER.
(06) PREPARE FOUNDATION TO RECEIVE NEW CONC. SLAB ADDITION.
(07) EXISTING GAS METER TO BE RELOCATED.
(08) EXISTING GREASE INTERCEPTOR FOR ADJACENT TENANT TO BE RELOCATED.
(09) EXISTING METER BASE TO BE RELOCATED.
(10) EXIST. HVAC CONDENSER TO BE RELOCATED.
DESIGN PRINCIPLES
3100 Commerce Street 100
Dallas, Texas 75226
(214) 321-1111 v
(214) 321-1911 f
www.designprinciples.biz
ISSUE: 3/30/23 - EDC SUBMISSION
RENOVATION TO EXISTING STRUCTURE:
DESIGN DEVELOPMENT:
MUDEA'S CAFE
FAST- DINING RESTAURANT
204 N. OHIO STREET
CELINA, TEXAS 75009
201
DEMOLITION PLAN


01 EQUIPMENT PLAN
SCALE: 1/8"=1'-0"
NOTES
RENOVATION TO EXISTING STRUCTURE:
DESIGN DEVELOPMENT:
MUDEA'S CAFE
FAST- DINING RESTAURANT
204 N. OHIO STREET
CELINA, TEXAS 75009
ISSUE: 3/30/23 - FOR SUBMISSION
DESIGN PRINCIPLES
3100 Commerce Street 100
Dallas, Texas 75226
(214) 321-1111 (214) 321-1911
202
EQUIPMENT PLAN

01 FIRST REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"
NOTES
(17) VERIFY FINAL CEILING FINISHES WITH OWNER.
(18) 1/2" GYP. BD. FINISH PAINTED, U.N.O. COORD. FINAL FINISH AND COLOR W/ OWNER.
PROVIDE WATER-RESISTANT GREEN BOARD AT ALL RESTROOM, LAUNDRY, AND WET WALLS, TYP.
ALTERNATE NOTES
(47) DASHED LINE INDICATES OPTIONAL ROOF EXTENSION.
DESIGN PRINCIPLES
3100 Commerce Street 100
Dallas, Texas 75226
(214) 321-1111
www.designprinciples.biz
ISSUE: 20003 - DDC SUBMISSION
RENOVATION TO EXISTING STRUCTURE:
DESIGN DEVELOPMENT:
MUDEA'S CAFE
FAST- DINING RESTAURANT
204 N. OHIO STREET
CELINA, TEXAS 75009
REFLECTED CEILING PLAN - 1ST FLOOR
210





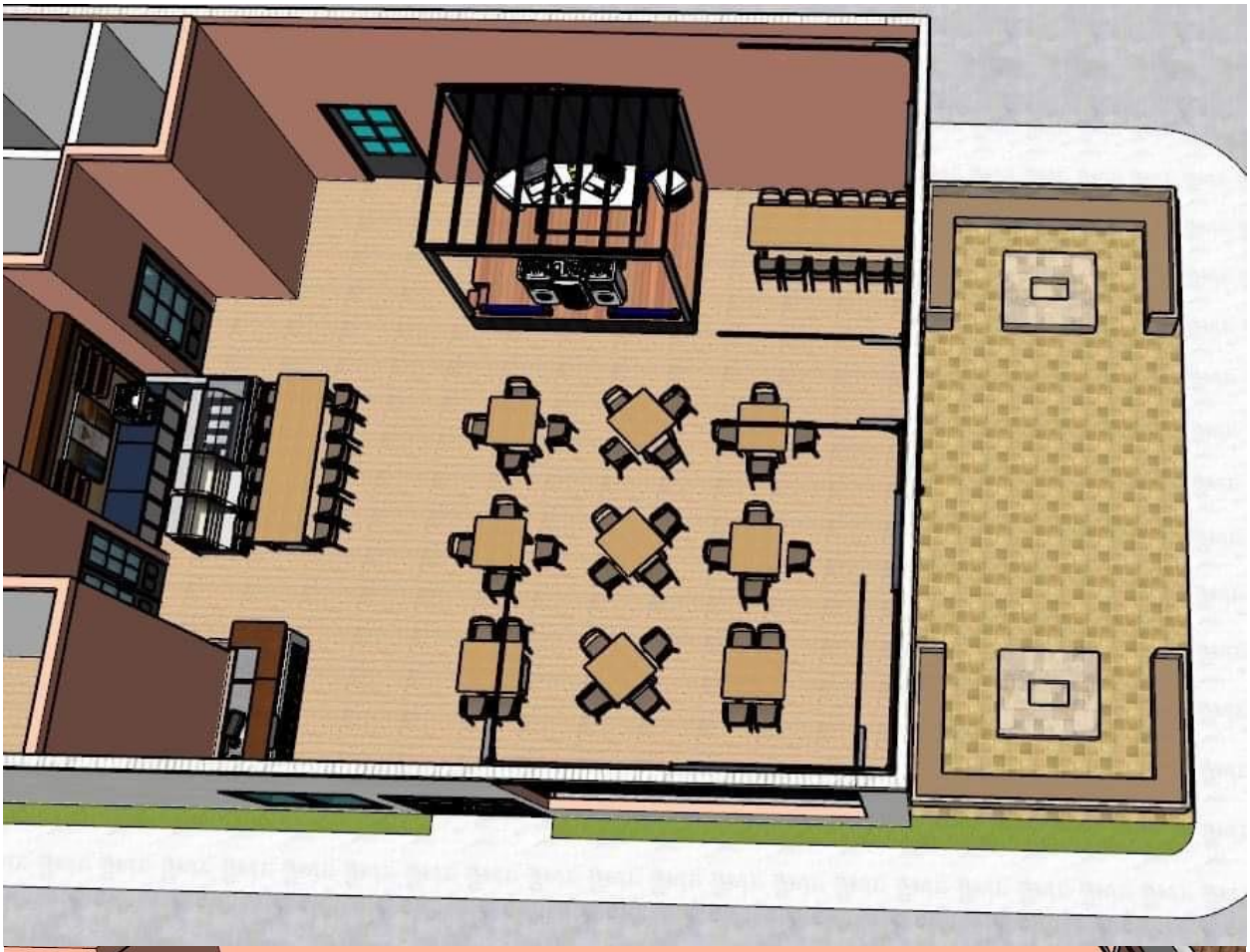

LOADING ZONE

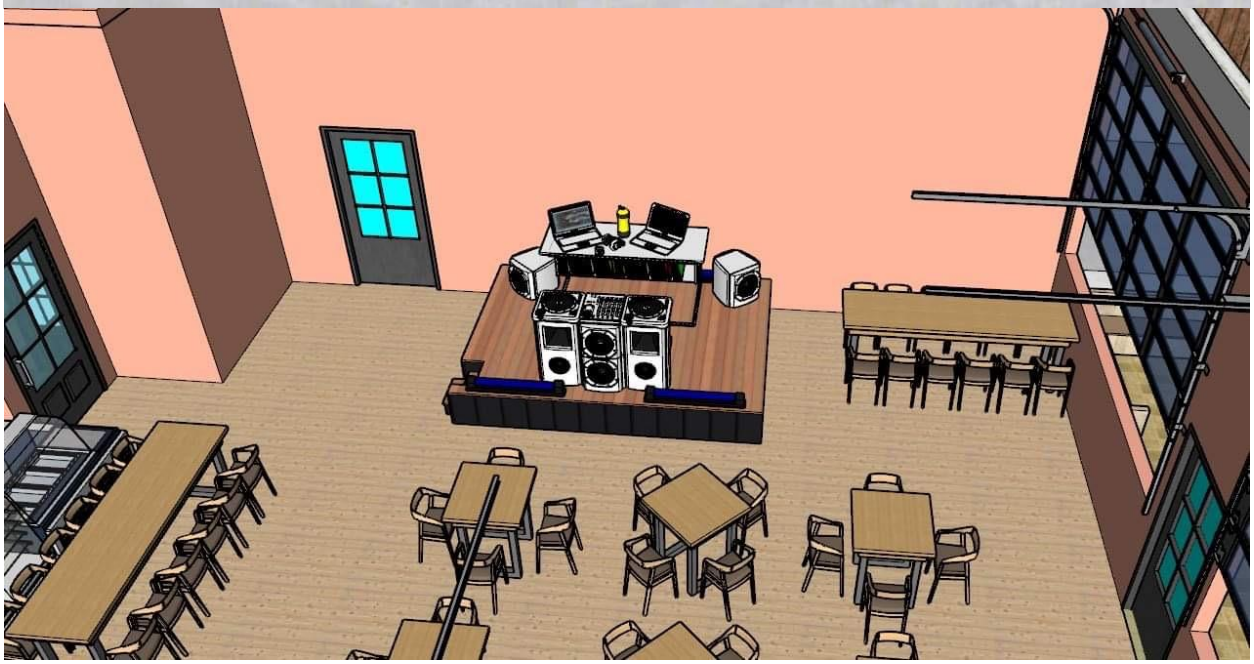


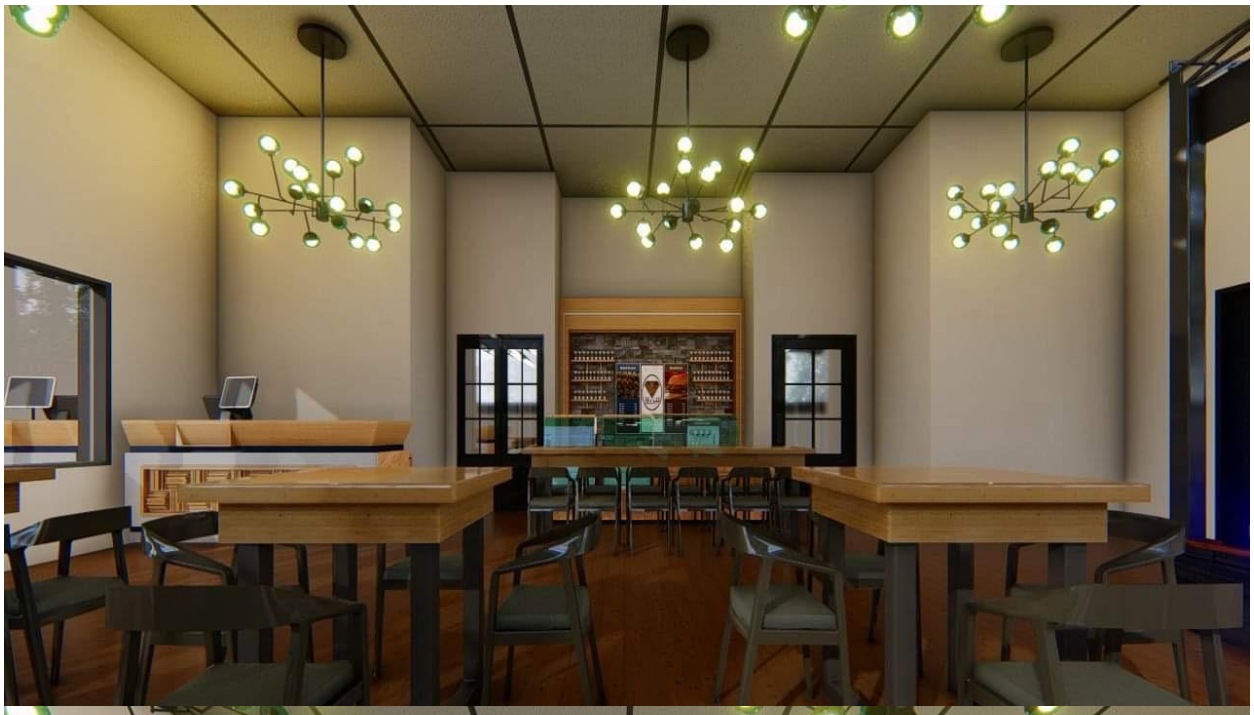


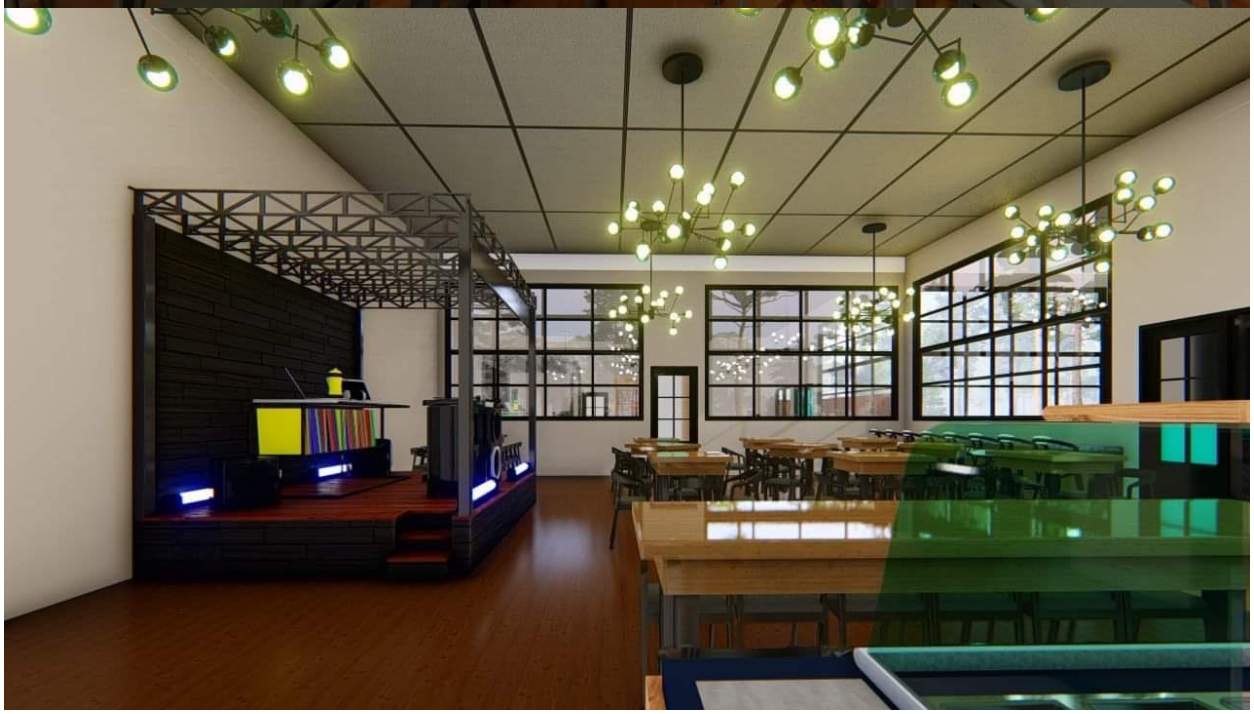














AMENDED AND RESTATED
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
AND PERFORMANCE AGREEMENT

This **AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** by and between the ***CITY OF CELINA, TEXAS***, a Texas home-rule municipality (hereinafter referred to as the "City"); the ***CELINA ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "CEDC"), and **MUDEA CAFÉ, LLC**, a Texas limited liability company (hereinafter referred to as "Developer"), is made and executed on the following recitals, terms and conditions.

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Celina, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Celina, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

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, 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 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 construct and operate a restaurant called Mudea's Café, to be generally located at a new address of 204 N. Ohio Street, Celina, Texas, which will be on the north side of 303 West Pecan Street, as more particularly depicted in ***Exhibit A***, attached hereto and incorporated herein for all purposes, and to be designed and improved in accordance with the plans and elevations included in ***Exhibit A***, attached hereto and incorporated herein for all purposes; 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 Section 501.103 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 City, 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 **June 30, 2028**, 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 Amended and Restated Chapter 380 Economic Development Agreement and 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) **City.** The word "City" means the City of Celina, Texas, a Texas home rule municipality, whose corporate address for the purposes of this Agreement is 142 N. Ohio Street, Celina Texas 75009.

(e) **City Regulation**. The word "City Regulation" means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Property and development of the Mudea's Café.

(f) **Developer.** The word "Developer" means Mudea Café, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 6023 Liverpool Street, Aubrey, Texas 76227.

(g) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer, City, and the CEDC.

(h) **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."

(i) **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 (1,920) hours of work averaged over a twelve (12) month period.

(j) **Property.** The word "Property" means 204 N. Ohio Street, Celina, Texas 75009, as more particularly described in ***Exhibit A***.

(k) **Qualified Expenditures.** The words "Qualified Expenditures" mean those costs associated with the construction and or improvements of the building located on the Property, and

which meet the definition of "project" as that term is defined in Section 501.103 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act.

(l) **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 the City and 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 City and CEDC invoices, receipts, or other documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property in a minimum amount of **Two Hundred Thousand and No/100 Dollars ($200,000.00)** by **March 31, 2025**.

(b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **March 31, 2025,** a certificate of occupancy from the City of Celina, Texas, for the Mudea's Café located on the Property.

If such invoices, receipts, or other documentation are incomplete or insufficient for City and the CEDC to verify the Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.

(c) **Development**. The Mudea's Café shall be constructed and operated in accordance the plans provided in ***Exhibit A***, and any site plan, building elevations, or landscape plans approved by the City. Developer agrees that materials and finish-out used for the Mudea's Café shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with all applicable City Regulations, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.

(d) **Operate Restaurant.** Developer agrees to maintain and operate the Mudea's Café located on the Property during the Term of this Agreement. Further, upon a receipt of a certificate of occupancy from the City of Celina, Texas, for the Mudea's Café located on the Property and for one (1) year thereafter, Developer covenants and agrees to keep Mudea's Café open on Mondays from 11:00 a.m. to 2:00 p.m.

(e) **Job Creation and Retention.** Developer covenants and agrees by **March 31, 2025**, and during the Term of this Agreement to employ and maintain a minimum of four (4) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **June 1, 2025**, and during the Term of this Agreement, Developer shall deliver to the City and CEDC an annual compliance verification signed by a duly

authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). The Developer covenants and agrees beginning on **June 1, 2025**, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** Employment Positions working at the Property. Annual Compliance Verifications due and submitted to the City and CEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(f) **Performance Conditions**. Developer agrees to make, execute and deliver to the City and/or CEDC such other promissory notes, instruments, documents and other agreements as the City or CEDC or its attorneys may reasonably request to evidence this Agreement.

(g) **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, City, and CEDC.

(h) **Groundbreaking and Opening Ceremonies**. Developer agrees to provide for participation of the governing bodies of the City and CEDC in the ceremonial groundbreaking and opening (e.g., ribbon-cutting) of the Facility, and to allow City and CEDC to market such ceremonies.

(i) **Celina Chamber of Commerce**. Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement. The City and the CEDC shall have the right to market the Facility as part of its updates to the community regarding economic development of the City.

SECTION 5. AFFIRMATIVE COVENANTS OF THE CITY.

City covenants and agrees with the CEDC and Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Financial Assistance.** City covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount of **Fifty Thousand and No/100 Dollars ($50,000.00)** as follows:

(1) **Twenty-Five Thousand and No/100 Dollars ($25,000.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and

(2) **Twenty-Five Thousand and No/100 Dollars ($25,000.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement.

(b) **Performance**. City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

SECTION 6. AFFIRMATIVE COVENANTS OF CEDC.

CEDC covenants and agrees with the City and 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 to Developer reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Twenty-Five Thousand and No/100 Dollars ($25,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation submitted by the Developer to CEDC. Said financial assistance shall be paid as follows:

(1) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and

(2) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) 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, City, and CEDC.

SECTION 7. CESSATION OF ADVANCES.

If the City or CEDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the City or 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 8. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer, City or CEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and/or 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 and Impositions.** Developer allows its ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for any property or business owned by Developer, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such imposition and to cure such failure within thirty (30) days after written notice thereof from the City or CEDC and/or Collin County Central Appraisal District is an Event of Default.

(e) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC, and such default is not cured by Developer within thirty (30) days after written notice thereof.

(f) **Lawsuits.** Developer's filing of any lawsuit against the City or CEDC is an Event of Default

SECTION 9. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 8 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 City and CEDC to Developer pursuant to Sections 5(a) and 6(a) of this Agreement shall become immediately due and payable by Developer to the CEDC and City.

SECTION 10. INDEMNIFICATION.

(a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND CEDC (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.

(b) Except for the City and CEDC's obligations to provide the financial assistance as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

SECTION 11. 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 parties.

(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. City 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. 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 City:	City of Celina, Texas 142 N. Ohio Street Celina Texas 75009 Attn: Jason Laumer, City Manager Telephone: (972) 382-2682
if to CEDC:	Celina Economic Development Corporation 302 W. Walnut Street Celina Texas 75009 Attn: Alexis Jackson, Executive Director Telephone: (972) 382-3455
if to Developer:	Mudea Café, LLC 6023 Liverpool Street Aubrey, Texas 76227 Attn: Keisha Avery, Owner Telephone: (501) 277-9280

(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 City or CEDC notifies Developer of the

violation.

(k) **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and 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.

(l) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(m) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(n) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

(o) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(p) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th

Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CITY:

CITY OF CELINA, TEXAS,
A Texas home-rule municipality

_____
Ryan Tubbs, Mayor
Date Signed: _____

ATTEST:

_____
Lauren Vaughns, City Secretary

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

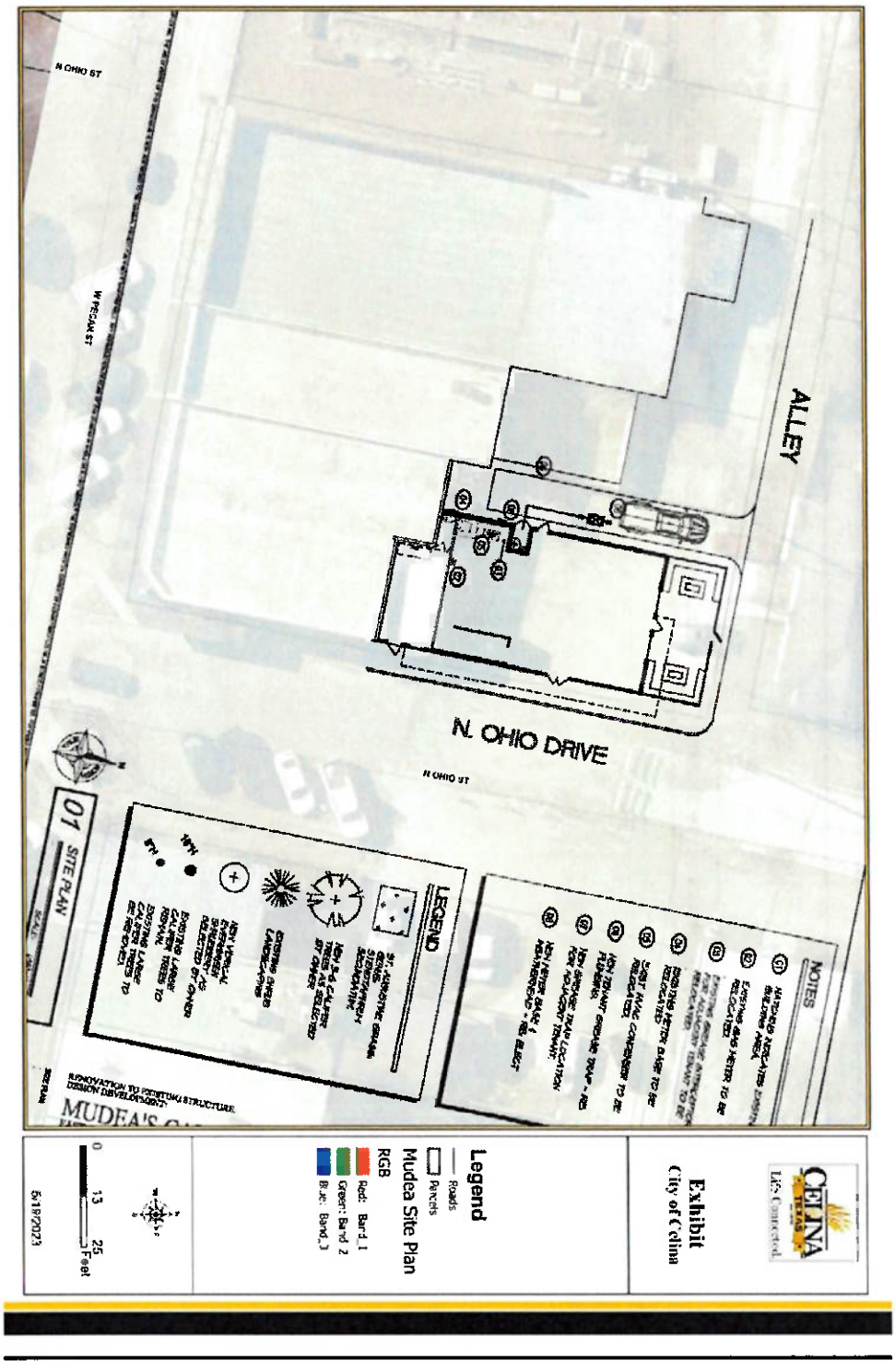
By: _____
Clint Bissett, President
Date Signed: April 2, 2024

DEVELOPER:

MUDEA CAFÉ, LLC,
a Texas limited liability company,

By: Keisha Avery
Keisha Avery
Title: Owner
Date Signed: 4/1/24

Exhibit A
Mudea's Café Plans and Elevations



MUDEA'S CAFE
204 N. OHIO STREET
CELINA, TX 75009
DESIGN PRINCIPLES
OWNER
CONST. MGR.
GEN. CONTRACTOR
DESIGNER
SITE CIVIL
GEOTECHNICAL
STRUCTURAL
LANDSCAPE
100
MUDEA'S CAFE
FAST- DINING RESTAURANT
204 N. OHIO STREET
CELINA, TEXAS 75009

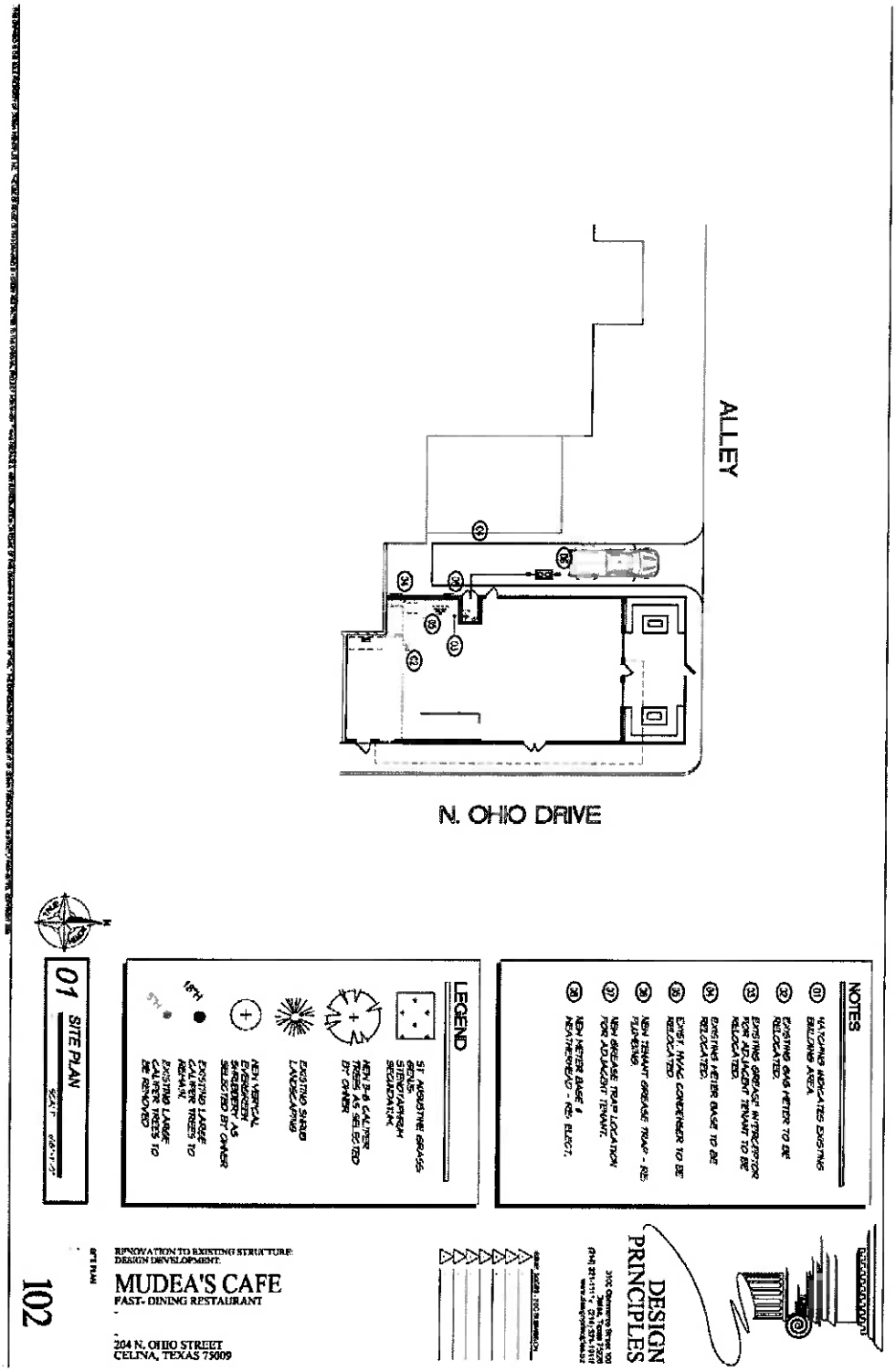
RENOVATION TO EXISTING STRUCTURE
DESIGN DEVELOPMENT

MUDEA'S CAFE
PAST- DINING RESTAURANT

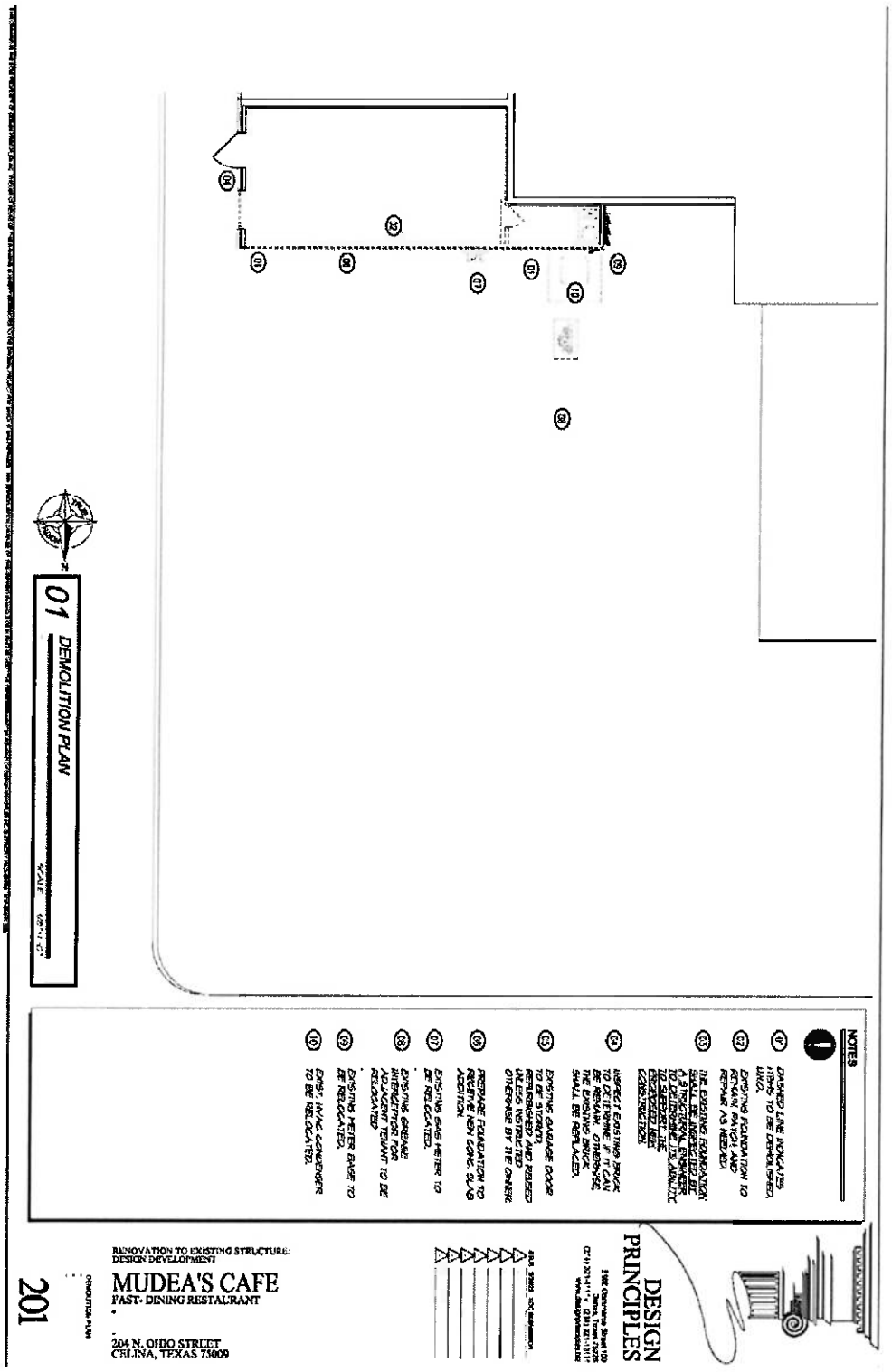
204 N. OHIO STREET
CELINA, TEXAS 75009

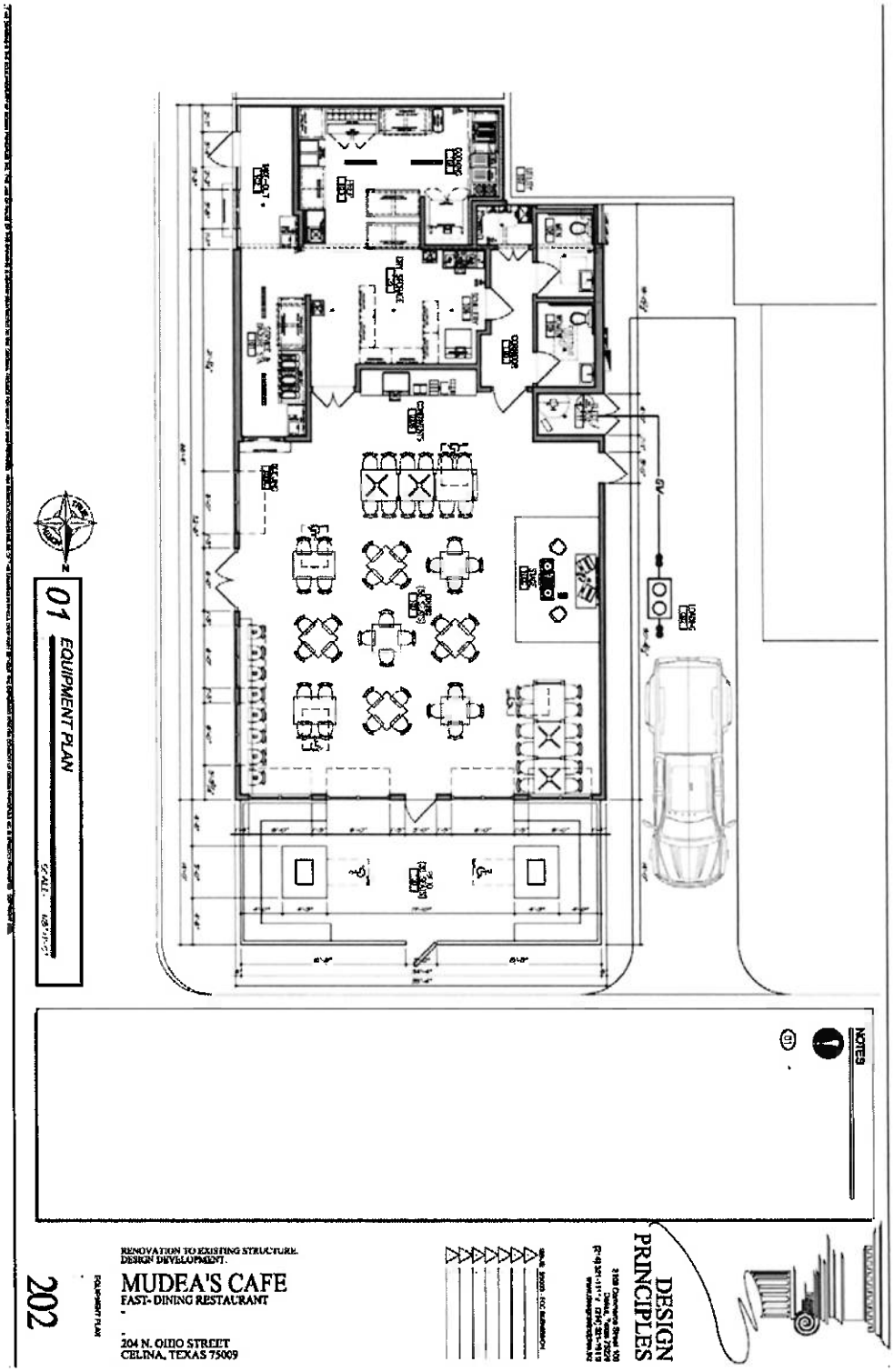
101

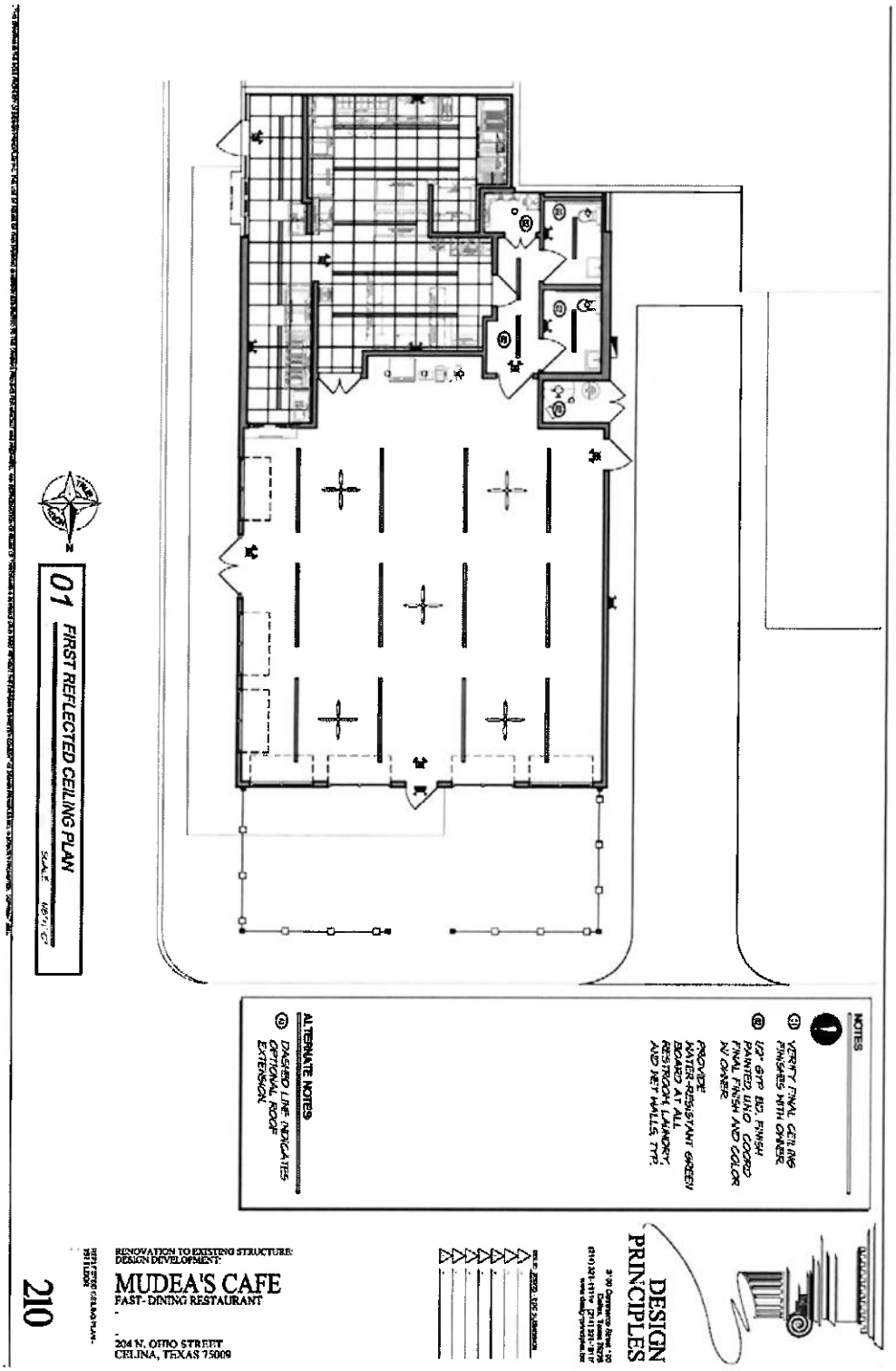
DESIGN PRINCIPLES

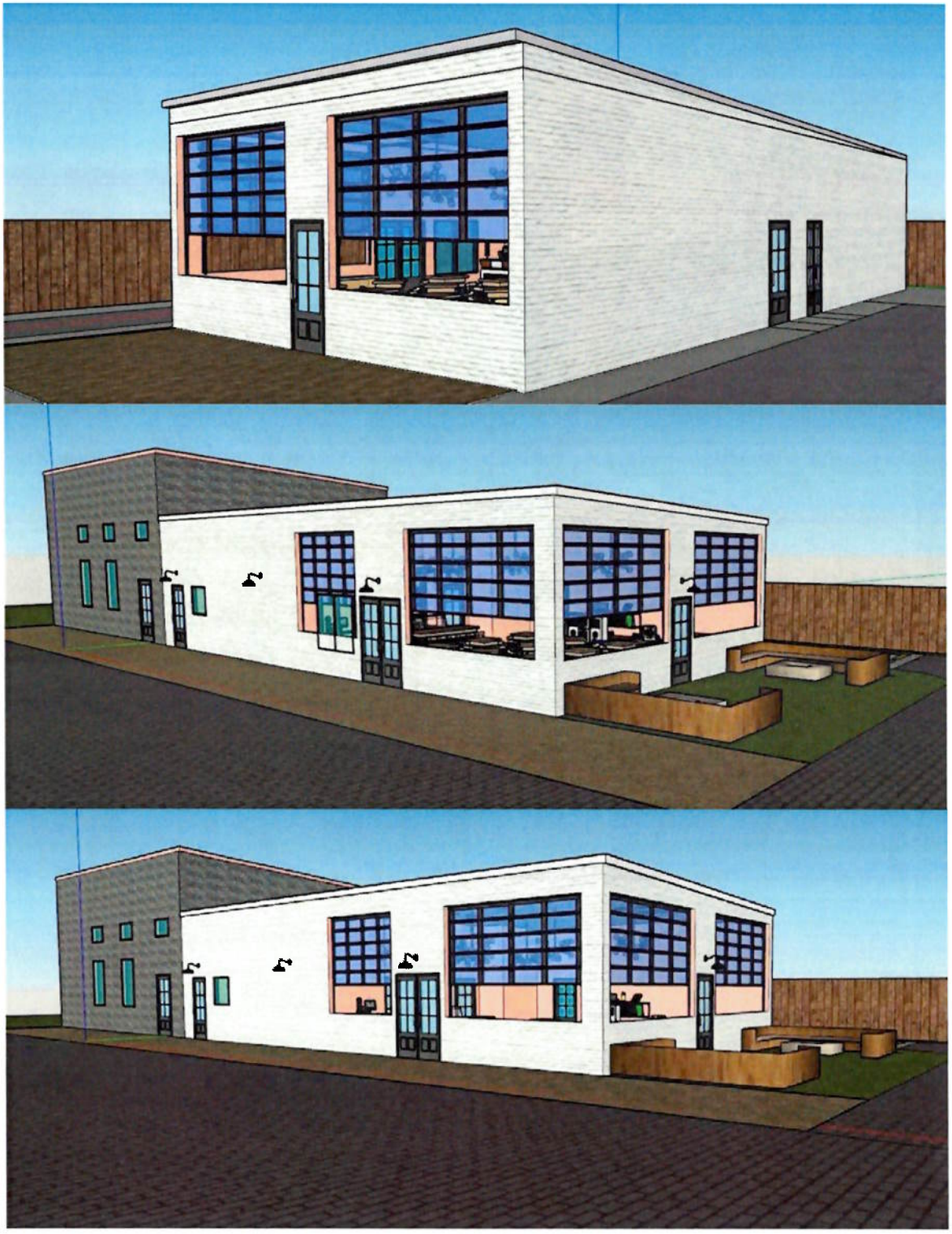

ALLEY
N. OHIO DRIVE
NOTES
LEGEND
SITE PLAN
RENOVATION TO EXISTING STRUCTURE:
DESIGN DEVELOPMENT:
MUDEA'S CAFE
FAST- DINING RESTAURANT
204 N. OHIO STREET
CELINA, TEXAS 75009
DESIGN PRINCIPLES
102

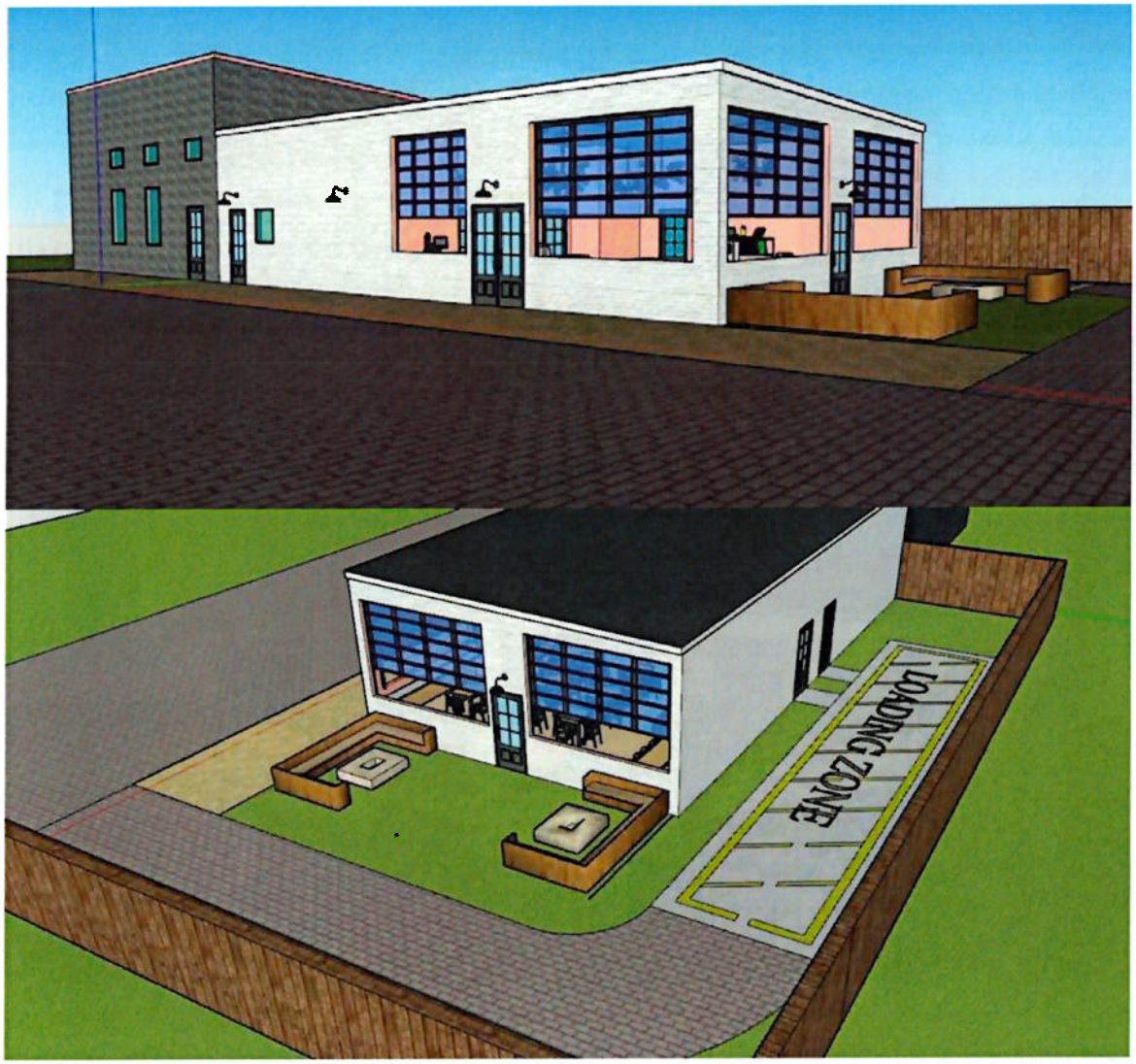
01 OCCUPANCY LOAD PLAN
NOTES
DESIGN PRINCIPLES
RENOVATION TO EXISTING STRUCTURE.
DESIGN DEVELOPMENT
MUDEA'S CAFE
FAST- DINING RESTAURANT
204 N. OHIO STREET
CELINA, TEXAS 75009
200A
OCCUPANCY LOADS


01 DEMOLITION PLAN
NOTES
DESIGN PRINCIPLES
RENOVATION TO EXISTING STRUCTURE:
DESIGN DEVELOPMENT
MUDEA'S CAFE
FAST- DINING RESTAURANT
204 N. OHIO STREET
CELINA, TEXAS 75009
201


01 EQUIPMENT PLAN
NOTES
RENOVATION TO EXISTING STRUCTURE.
DESIGN DEVELOPMENT.
MUDEA'S CAFE
FAST- DINING RESTAURANT
204 N. OHIO STREET
CELINA, TEXAS 75009
202
DESIGN PRINCIPLES

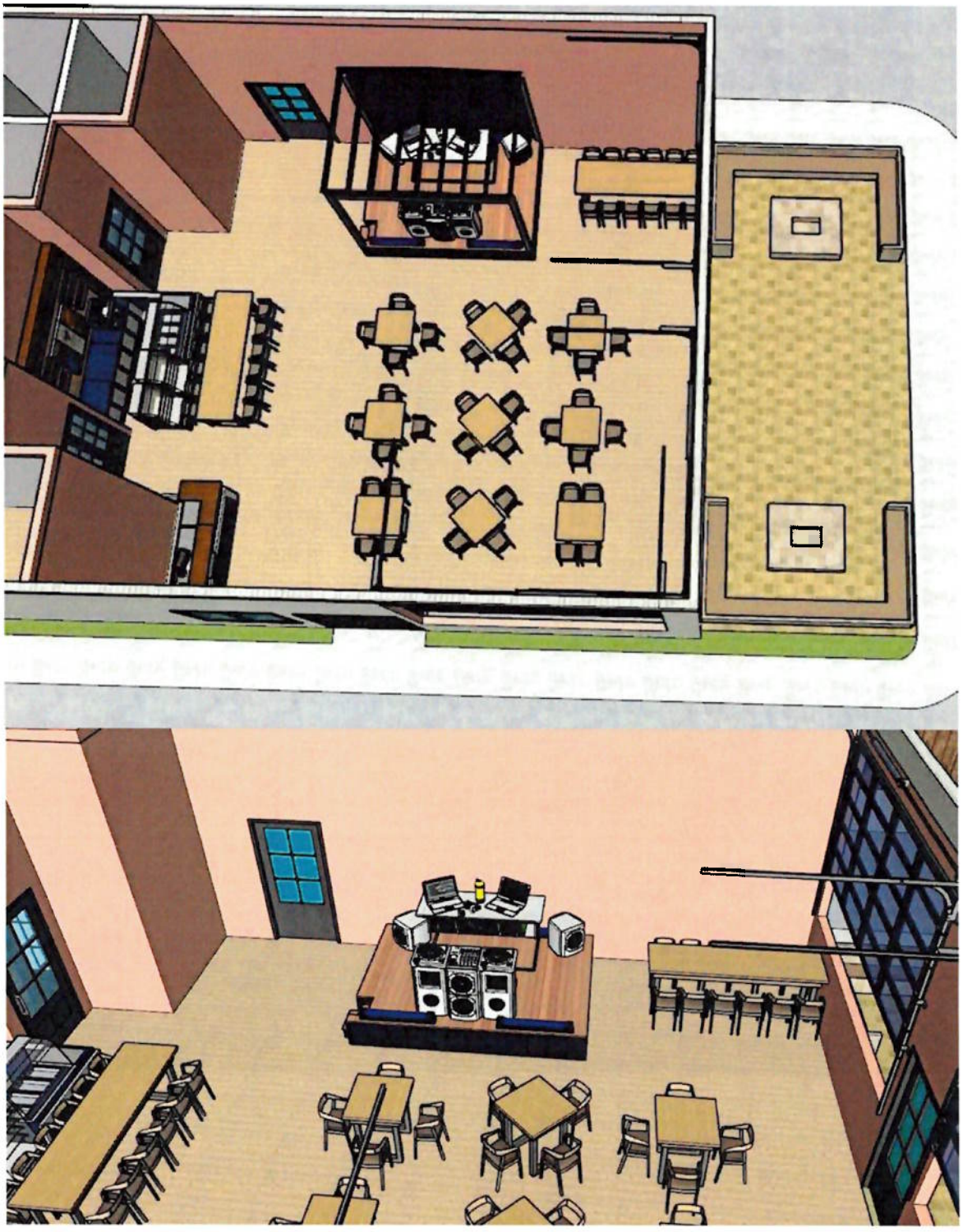

01 FIRST REFLECTED CEILING PLAN
NOTES
VERIFY FINAL CEILING FINISHES WITH OWNER.
1/2" GYP. BD. FINISH PAINTED AND COORD. FINAL FINISH AND COLOR W/ OWNER.
PROVIDE WATER-RESISTANT GREEN BOARD AT ALL RESTROOM, LAUNDRY, AND WET WALLS, TYP.
ALTERNATE NOTES
DASHED LINE INDICATES OPTIONAL ROOF EXTENSION.
DESIGN PRINCIPLES
RENOVATION TO EXISTING STRUCTURE:
DESIGN DEVELOPMENT:
MUDEA'S CAFE
FAST- DINING RESTAURANT
204 N. OTTO STREET
CELINA, TEXAS 75009
210

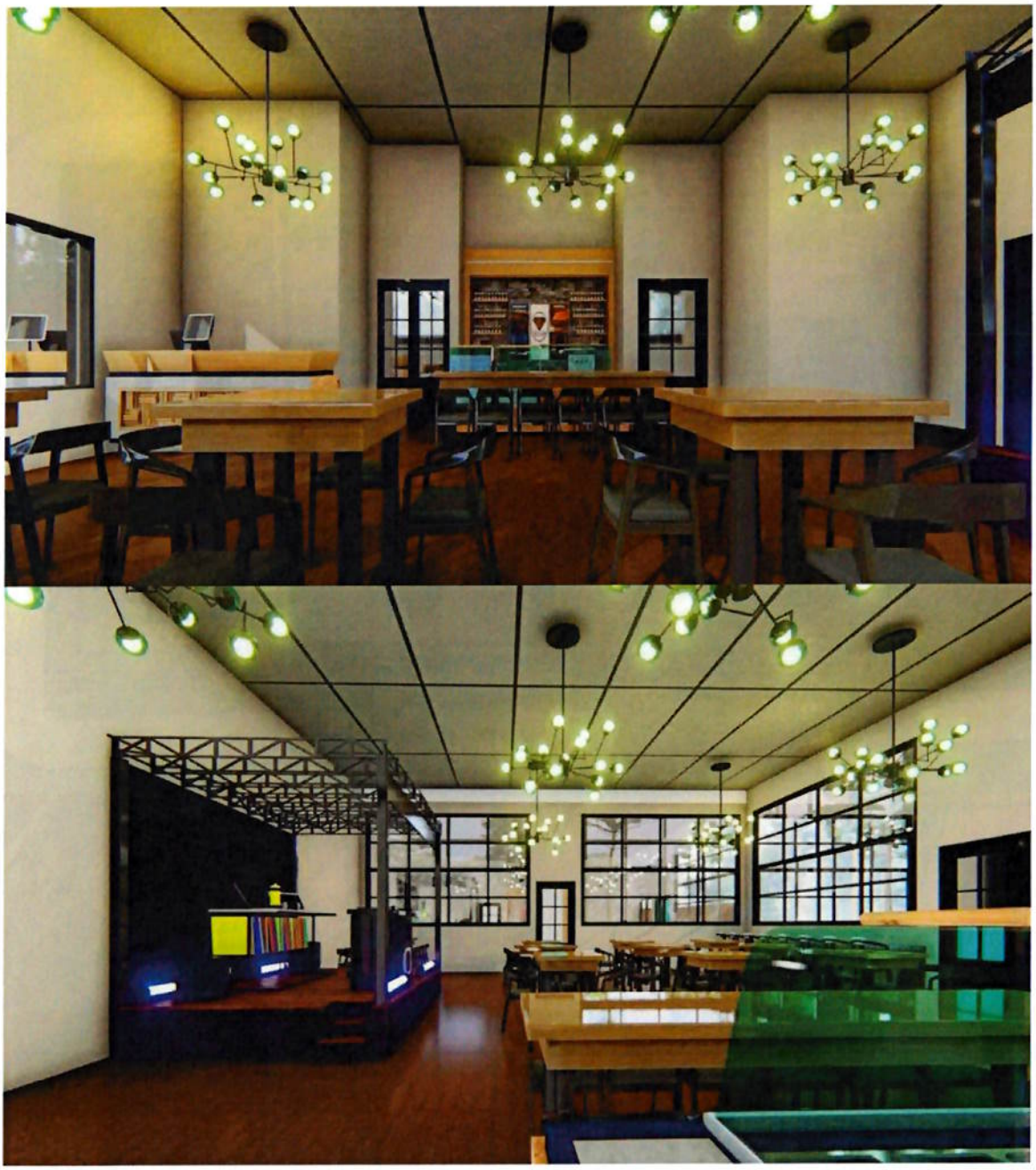


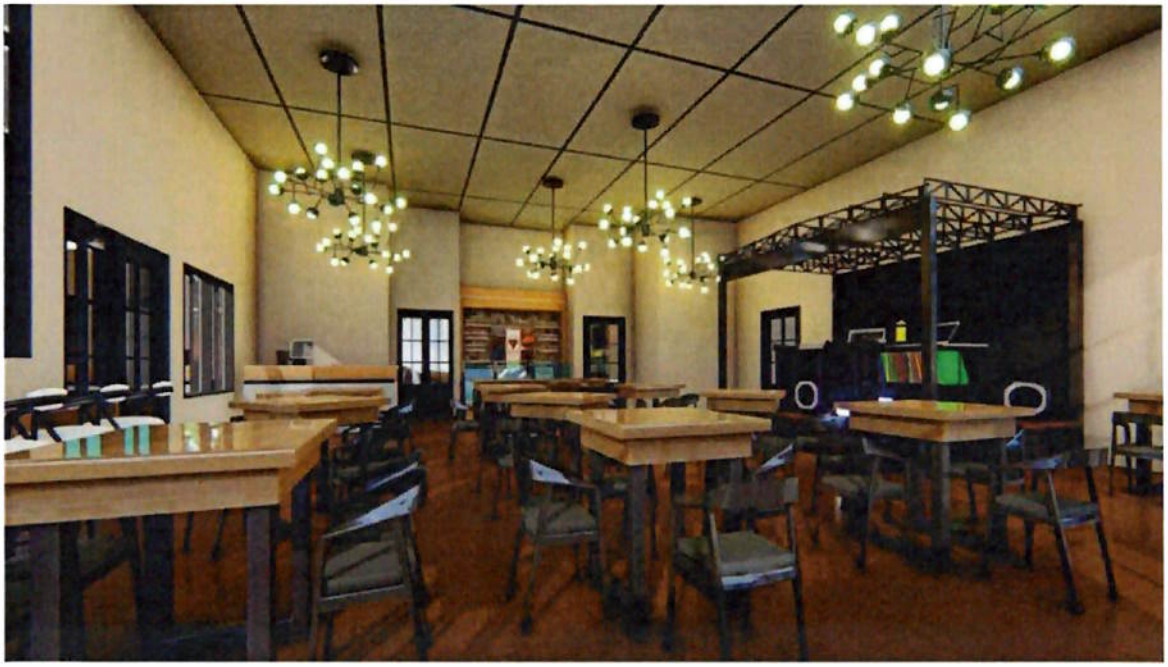

LOADING ZONE











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:	Catherine Oduro
Date:	April 9, 2024
Re:	Ownsby Parkway Road Construction, Change Order, R58

Action Requested:
Consider and act to authorize a change order with RPMx for an amount not to exceed $54,552.42 to add a new storm line to serve the Crossing at Moore Farm development. (Oduro)

Background Information:
On August 8, 2023, the Council authorized the award of Bid 2023-053 for the construction of Ownsby Parkway from Preston Road to Coit Road construction to RPMx Construction LLC. This change exceeds $50,000 and by statute requires Council authorization.

The proposed change order covers the cost of constructing an additional storm line to serve the Crossing at Moore Farm development. The developer has agreed to reimburse the City after the construction of the storm line.

Legal Review:
The change order form has been previously reviewed and approved.

Supporting Documents:
1. R58-Ownsby_Parkway_Improvements CO2
2. Change Order
3. Ownsby Parkway_CO2_Construction Set

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 authorizing the change order as presented.

CCO #002

City of Celina
142 N. Ohio Drive
Celina, Texas 75009
Phone: (972) 382-2682

Project: R58 - Ownsby Parkway Improvements (from Preston Rd to Coit Rd)
317 E OWNSBY PKWY
Celina, Texas 75009

DRAFT

Subcontract Change Order #002: CE #Const. 02 - Change Order 02

CONTRACT COMPANY:	**RPMx** 6500 Meyer Way Suite 100 Mckinney, Texas 75070	**CONTRACT FOR:**	SC-R58-002:Construction Contractor
DATE CREATED:	3/27/2024	**CREATED BY:**	Catherine Oduro **(City of Celina)**
CONTRACT STATUS:	Draft	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	0 days
FIELD CHANGE:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$54,552.42

DESCRIPTION:
CE #Const. 02 - Change Order 02

ATTACHMENTS:
Change Order 2 -3.27.24.pdf, Approval from Developer.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	33-41-00-38.CD 21" RCP, Class III.Construction Drainage	21" RCP	$30,944.92
2	33-41-00-15.CD 24" RCP, Class III.Construction Drainage	24" RCP	$12,210.28
3	33-41-02-03-08.C STD 5'X5' JUNCTION BOX	STD 5'x5' Junction box	$11,397.22
		Grand Total:	**$54,552.42**

The original (Contract Sum)	$ 12,116,344.20
Net change by previously authorized Change Orders	$ 67,153.30
The contract sum prior to this Change Order was	$ 12,183,497.50
The contract sum would be changed by this Change Order in the amount of	$ 54,552.42
The new contract sum including this Change Order will be	$ 12,238,049.92
The contract time will not be changed by this Change Order.	

Life Connected.

CCO #002

City of Celina
142 N. Ohio Drive
Celina, Texas 75009

RPMx
6500 Meyer Way Suite 100
Mckinney, Texas 75070

SIGNATURE **DATE**

SIGNATURE **DATE**

Catherine Oduro

From: Jonathan Guzman <jguzman@rpmxconstruction.com>
Sent: Monday, March 18, 2024 3:06 PM
To: Catherine Oduro
Cc: Jeff McClelland; Dayshoun Richard; Colby Addington
Subject: Proposed New Storm Drain - SD-B3
Attachments: Change Order 2.pdf

CAUTION: This message is from an External source. DO NOT click links or open attachments without verifying the sender. Never enter your USERNAME, PASSWORD or sensitive information on linked pages from this email.

RPM proposes to install the proposed SD-B3 for the following unit prices:

	QTY	UM	ITEM	UNIT PRICE	TOTAL
•	361	LF	21" RCP	$85.72	$30,944.92
•	124	LF	24" RCP	$98.47	$12,210.28
•	1	EA	STD 5'x5' JBOX	$11,397.22	$11,397.22

Total for this new work will be $54,552.42 (with estimated takeoff of projected quantities of RCP). Please note that these are the original unit prices with a slight markup for profit and bond. For backup, the sub quote is attached. Please let me know how you would like to proceed.

Respectfully,

Jonathan Guzman
Project Manager

RPM xConstruction, LLC
6500 Meyer Way, Suite 100
McKinney, TX 75070
Phone: 817-909-7521

The Earth Moves With

RPM X Construction, LLC

Change Order 2

Project: Ownsby Parkway
Location: Celina, Texas

To: RPM xConstruction
Date: March 8, 2024
Project No: 288U

The contract is changed as follows:

Contract No	CO No	Qty	Unit	Item	Unit Cost	
NEW	1-1	361	LF	21" RCP	$ 77.93	$ 28,132.73
NEW	2-1	124	LF	24" RCP	$ 89.52	$ 11,100.48
NEW	2-1	1	EA	STD 5'X5' JUNCTION BOX	$ 10,361.11	$ 10,361.11

Total Change Order	**$**	**49,594.32**
Original Contract Amount	**$**	**2,040,263.56**
Previous Change Ordgers	**$**	**-**
This Change Order	**$**	**49,594.32**
Revised Contract Amount to Date	**$**	**2,089,857.88**

Contract days will be adjusted by 0 **working days.**

Accepted By:

RPM xConstruction

Signature

Printed Name

Date

Rich & Burns Utilities, LLC:

Bryce Bubak

Bryce Bubak

469-285-1312
bbubak@burnsutilities.com

March 8, 2024

OWNSBY PARKWAY - ULTIMATE CONDITION
RATIONAL METHOD RUNOFF CALCULATIONS

AREA NAME	AREA (ac.)	TC (min)	C	C*A	I5 (in/hr)	Q5 (cfs)	I25 (in/hr)	Q25 (cfs)	I100 (in/hr)	Q100 (cfs)	COMMENTS
A1	0.59	10	0.90	0.53	5.78	**3.07**	7.80	**4.14**	9.54	**5.07**	
A2	0.40	10	0.90	0.36	5.78	**2.08**	7.80	**2.81**	9.54	**3.43**	
A3	0.69	10	0.90	0.62	5.78	**3.59**	7.80	**4.84**	9.54	**5.92**	
B1	6.02	20	0.30	1.80	4.31	**7.78**	5.78	**10.43**	7.03	**12.69**	Undeveloped 3
B2	0.58	10	0.90	0.52	5.78	**3.02**	7.80	**4.07**	9.54	**4.98**	
B3	0.79	10	0.90	0.71	5.78	**4.11**	7.80	**5.55**	9.54	**6.78**	
B4	1.29	10	0.90	1.16	5.78	**6.71**	7.80	**9.06**	9.54	**11.08**	
B5	0.81	10	0.90	0.73	5.78	**4.21**	7.80	**5.69**	9.54	**6.95**	
B6	7.59	20	0.30	2.28	4.31	**9.81**	5.78	**13.15**	7.03	**16.00**	Undeveloped 3
C1	0.54	10	0.90	0.49	5.78	**2.81**	7.80	**3.79**	9.54	**4.64**	
C2	0.38	10	0.90	0.34	5.78	**1.98**	7.80	**2.67**	9.54	**3.26**	
C3	0.53	10	0.90	0.48	5.78	**2.76**	7.80	**3.72**	9.54	**4.55**	
C4	1.01	10	0.70	0.71	5.78	**4.09**	7.80	**5.51**	9.54	**6.74**	Composite C (0.58ac @ C=0.55, 0.43ac @ C=0.9)
C5	0.45	10	0.90	0.41	5.78	**2.34**	7.80	**3.16**	9.54	**3.86**	
C6	0.95	10	0.66	0.63	5.78	**3.62**	7.80	**4.89**	9.54	**5.98**	Composite C (0.64ac @ C=0.55, 0.31ac @ C=0.9)
C7	1.09	10	0.72	0.78	5.78	**4.54**	7.80	**6.12**	9.54	**7.49**	Composite C (0.57ac @ C=0.55, 0.52ac @ C=0.9)
C8	0.50	10	0.90	0.45	5.78	**2.60**	7.80	**3.51**	9.54	**4.29**	
C9	0.36	10	0.90	0.32	5.78	**1.87**	7.80	**2.53**	9.54	**3.09**	
D1	0.68	10	0.90	0.61	5.78	**3.54**	7.80	**4.77**	9.54	**5.84**	
D2	0.64	10	0.81	0.52	5.78	**3.00**	7.80	**4.04**	9.54	**4.95**	Composite C (0.16ac @ C=0.55, 0.48ac @ C=0.9)
D3	0.48	10	0.90	0.43	5.78	**2.50**	7.80	**3.37**	9.54	**4.12**	
D4	0.55	10	0.90	0.50	5.78	**2.86**	7.80	**3.86**	9.54	**4.72**	
D5	0.51	10	0.90	0.46	5.78	**2.65**	7.80	**3.58**	9.54	**4.38**	
D6	0.91	10	0.90	0.82	5.78	**4.73**	7.80	**6.39**	9.54	**7.81**	
D7	0.56	10	0.90	0.50	5.78	**2.91**	7.80	**3.93**	9.54	**4.81**	
D8	0.66	10	0.90	0.59	5.78	**3.43**	7.80	**4.63**	9.54	**5.67**	
E1a	0.46	10	0.90	0.41	5.78	**2.39**	7.80	**3.23**	9.54	**3.95**	
E1b	0.97	10	0.62	0.60	5.78	**3.49**	7.80	**4.71**	9.54	**5.76**	Composite C (0.49ac @ C=0.35, 0.48ac @ C=0.9)
E1c	0.83	15	0.35	0.29	4.80	**1.39**	6.44	**1.87**	7.84	**2.28**	Low Density Single Family Residential
E2	0.60	10	0.70	0.42	5.78	**2.43**	7.80	**3.28**	9.54	**4.01**	Composite C (0.22ac @ C=0.35, 0.38ac @ C=0.9)
E3	0.59	10	0.90	0.53	5.78	**3.07**	7.80	**4.14**	9.54	**5.07**	
E4	0.99	10	0.60	0.59	5.78	**3.43**	7.80	**4.63**	9.54	**5.67**	Composite C (0.54ac @ C=0.35, 0.45ac @ C=0.9)
E5	0.30	10	0.90	0.27	5.78	**1.56**	7.80	**2.11**	9.54	**2.58**	
E6	0.42	10	0.67	0.28	5.78	**1.63**	7.80	**2.19**	9.54	**2.68**	Composite C (0.28ac @ C=0.55, 0.14ac @ C=0.9)
E7	0.44	10	0.68	0.30	5.78	**1.73**	7.80	**2.33**	9.54	**2.85**	Composite C (0.28ac @ C=0.55, 0.16ac @ C=0.9)
EX-M3	0.56	10	0.90	0.50	5.78	**2.91**	7.80	**3.93**	9.54	**4.81**	
EX-M4	2.24	15	0.67	1.50	4.80	**7.20**	6.44	**9.67**	7.84	**11.77**	Composite C (0.56ac @ C=0.9, 1.68ac @ C=0.6)
F1	1.09	10	0.77	0.84	5.78	**4.84**	7.80	**6.53**	9.54	**7.99**	Composite C (0.68ac @ C=0.9, 0.41ac @ C=0.55)
F2	1.15	10	0.76	0.87	5.78	**5.03**	7.80	**6.79**	9.54	**8.30**	Composite C (0.68ac @ C=0.9, 0.47ac @ C=0.55)
F3	0.96	10	0.75	0.72	5.78	**4.16**	7.80	**5.62**	9.54	**6.87**	Composite C (0.55ac @ C=0.9, 0.41ac @ C=0.55)
F4	0.96	10	0.75	0.72	5.78	**4.16**	7.80	**5.62**	9.54	**6.87**	Composite C (0.55ac @ C=0.9, 0.41ac @ C=0.55)
F5	1.56	10	0.70	1.09	5.78	**6.31**	7.80	**8.52**	9.54	**10.42**	Composite C (0.67ac @ C=0.9, 0.89ac @ C=0.55)
H1	0.98	10	0.90	0.88	5.78	**5.10**	7.80	**6.88**	9.54	**8.41**	
H2	1.20	10	0.90	1.08	5.78	**6.24**	7.80	**8.42**	9.54	**10.30**	
M1m	2.42	15	0.60	1.45	4.80	**6.97**	6.44	**9.35**	7.84	**11.38**	Composite C (0.3ac @ C=0.9, 2.12ac @ C=0.55)
M2m	0.44	10	0.90	0.40	5.78	**2.29**	7.80	**3.09**	9.54	**3.78**	
OS-C	16.42	15	0.55	9.03	4.80	**43.35**	6.44	**58.16**	7.84	**70.80**	CARTER RANCH PH4 (Q100 = 78.0) per plans *
OS-D	35.93	15	0.55	19.76	4.80	**94.86**	6.44	**127.26**	7.84	**154.93**	BLUEWOOD PHASE 3 (Pond Outlet Q100=119.5 cfs)**
OS-D2	5.36	15	0.35	1.88	4.80	**9.00**	6.44	**12.08**	7.84	**14.71**	Low Density Single Family Residential
OS-E	10.90	15	0.35	3.82	4.80	**18.31**	6.44	**24.57**	7.84	**29.91**	Low Density Single Family Residential
OS-F	1.91	15	0.69	1.32	4.80	**6.33**	6.44	**8.49**	7.84	**10.33**	Composite C (0.75ac @ C=0.9, 1.16ac @ C=0.55)
OS-G	36.94	20	0.30	11.08	4.31	**47.76**	5.78	**64.05**	7.03	**77.91**	Undeveloped

* Q100= 78.0 CFS USED IN HYDRAULIC CALCULATIONS IS ACCORDING TO CATER RANCH PH4 RECORD PLANS.

** Q100= 119.5 CFS (POND OUTLET) USED IN HYDRAULIC CALCULATIONS IS ACCORDING TO BLUEWOOD PH3 RECORD PLANS.

DESIGN CRITERIA

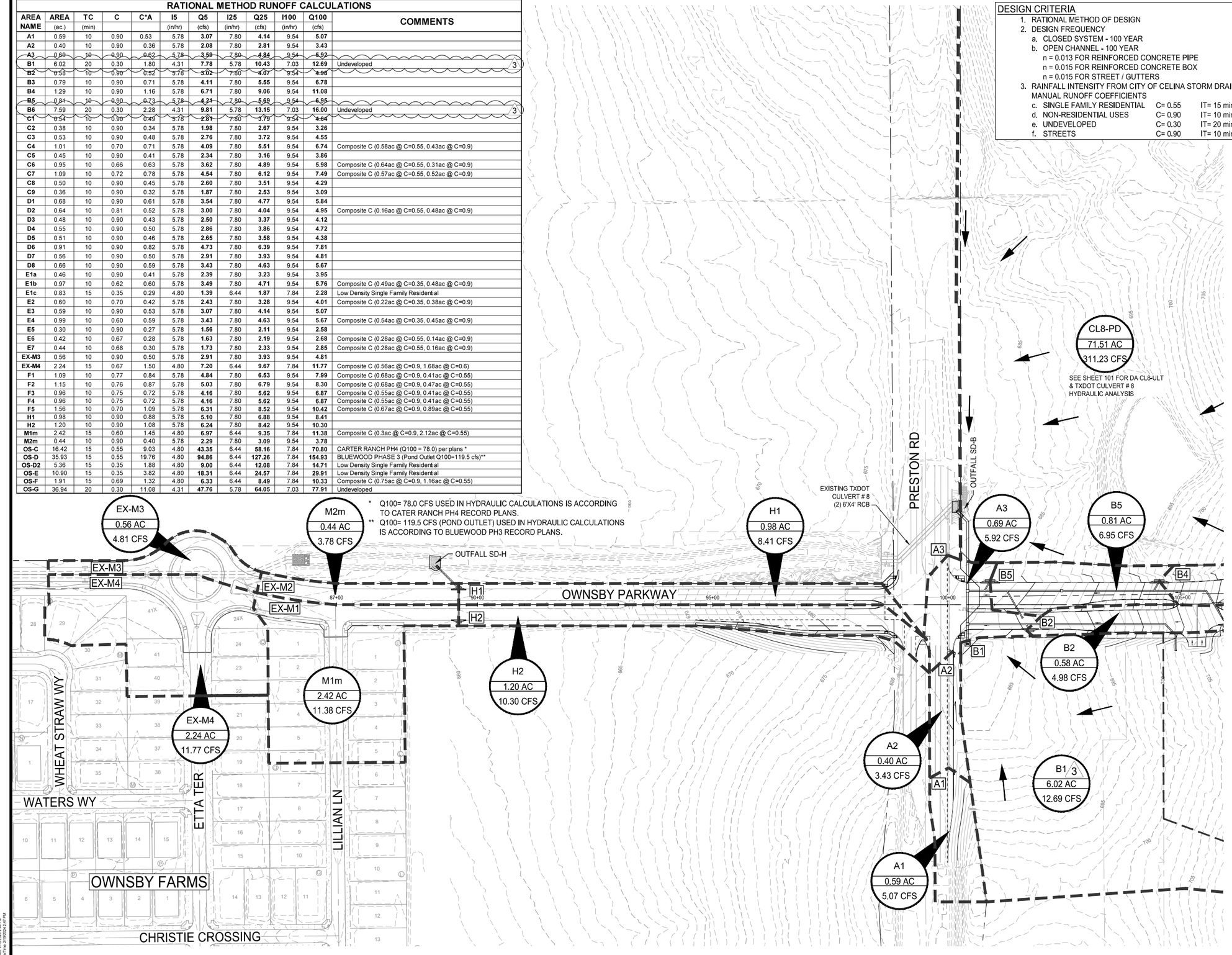
1. RATIONAL METHOD OF DESIGN
2. DESIGN FREQUENCY
   a. CLOSED SYSTEM - 100 YEAR
   b. OPEN CHANNEL - 100 YEAR
      n = 0.013 FOR REINFORCED CONCRETE PIPE
      n = 0.015 FOR REINFORCED CONCRETE BOX
      n = 0.015 FOR STREET / GUTTERS
3. RAINFALL INTENSITY FROM CITY OF CELINA STORM DRAIN MANUAL RUNOFF COEFFICIENTS
   c. SINGLE FAMILY RESIDENTIAL C= 0.55 IT= 15 min
   d. NON-RESIDENTIAL USES C= 0.90 IT= 10 min
   e. UNDEVELOPED C= 0.30 IT= 20 min
   f. STREETS C= 0.90 IT= 10 min

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF CELINA	972-382-2682
CITY OF CELINA WATER DEPT.	972-382-3345

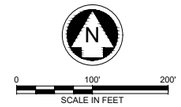
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

FINAL PLANS





KEY MAP



PELOTON LAND SOLUTIONS
TEXAS FIRM NO. 12207

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAYMON GERGES, P.E. # 128083. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

Revised
02/21/2024

NO.	DATE	REVISION
2	9/27/2023	CHANGE ORDER #1
3	2/19/2024	CHANGE ORDER #2

N

0 100' 200'
SCALE IN FEET

LEGEND

- EXISTING MAJOR CONTOUR (520)
- EXISTING MINOR CONTOUR (519)
- PROPOSED MAJOR CONTOUR (520)
- PROPOSED MINOR CONTOUR (519)
- PROPOSED STORM
- DRAINAGE DIVIDE
- DRAINAGE FLOW DIRECTION
- CURB INLET
- F4 — INLET NUMBER
- A1-A2 — DRAINAGE AREA NAME
- 1.00 — DRAINAGE AREA (ACRES)
- 5.50 — 100 YEAR FLOW (C.F.S.)

OWNSBY PARKWAY

PROPOSED DRAINAGE AREA MAP
(SHEET 1 OF 5)

CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: JG	DATE	PROJECT #	SHEET
DESIGNED: RG	FEBRUARY 2024	CEL22002	96
REVIEWER: PAH			

OWNSBY PARKWAY

Drawing: G:\JOBS\CEL22002_Ownsby\1_Design\05_Civil\05_CAD\Shts\ETSCEL22002D-DAMP
Last Saved by: Rgerges
Last Saved On: 2/19/2024 2:44 PM
Plot Date/Time: 2/19/2024 2:47 PM

DESIGN CRITERIA

1. RATIONAL METHOD OF DESIGN
2. DESIGN FREQUENCY
   a. CLOSED SYSTEM - 100 YEAR
   b. OPEN CHANNEL - 100 YEAR
      n = 0.013 FOR REINFORCED CONCRETE PIPE
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3. RAINFALL INTENSITY FROM CITY OF CELINA STORM DRAIN MANUAL RUNOFF COEFFICIENTS
   c. SINGLE FAMILY RESIDENTIAL C= 0.55 IT= 15 min
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NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

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ATMOS GAS	972-881-4161
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CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

N

0 100' 200'
SCALE IN FEET

LEGEND

- EXISTING MAJOR CONTOUR (520)
- EXISTING MINOR CONTOUR (519)
- PROPOSED MAJOR CONTOUR (520)
- PROPOSED MINOR CONTOUR (519)
- PROPOSED STORM
- DRAINAGE DIVIDE
- DRAINAGE FLOW DIRECTION
- CURB INLET
- F4 — INLET NUMBER
- A1-A2 / 1.00 / 5.50 — DRAINAGE AREA NAME / DRAINAGE AREA (ACRES) / 100 YEAR FLOW (C.F.S.)

SEE DRAINAGE AREA TABLE ON SHEET 96

CL8-PD
71.51 AC
311.23 CFS
SEE SHEET 101 FOR DA CL8-ULT & TXDOT CULVERT # 8 HYDRAULIC ANALYSIS

OS-C
16.42 AC
70.80 CFS

CARTER RANCH PH4

CARTER RANCH PH3

EX CARTER RANCH RCB
Q100 = 78.0 CFS (OUTLET)
PER CARTER RANCH PH3 PLANS

PALOMINO LN

MORGAN DR

LIPIZZAN LN

OWNSBY PARKWAY

B5 0.81 AC 6.95 CFS
B4 1.29 AC 11.08 CFS
B2 0.58 AC 4.98 CFS
B3 0.79 AC 6.78 CFS
B6 3 7.59 AC 16.00 CFS
B1 3 6.02 AC 12.69 CFS
C8 0.50 AC 4.29 CFS
C2 0.38 AC 3.26 CFS
C4 1.01 AC 6.74 CFS
C6 0.95 AC 5.98 CFS
C7 1.09 AC 7.49 CFS
C9 0.36 AC 3.09 CFS
C1 0.54 AC 4.64 CFS
C3 0.53 AC 4.55 CFS
C5 0.45 AC 3.86 CFS

OUTFALL SD-C

KEY MAP

STATE OF TEXAS
RAYMON GERGES
128083
LICENSED PROFESSIONAL ENGINEER
2/21/2024

PELOTON LAND SOLUTIONS
TEXAS FIRM NO. 12207

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAYMON GERGES, P.E. # 128083. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

Revised
02/21/2024

NO.	DATE	REVISION
2	9/27/2023	CHANGE ORDER #1
3	2/19/2024	CHANGE ORDER #2

OWNSBY PARKWAY

PROPOSED DRAINAGE AREA MAP
(SHEET 2 OF 5)

CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-2350

DRAWN: RG	DATE	PROJECT #	SHEET
DESIGNED: RG	FEBRUARY 2024	CEL22002	97
REVIEWER: PAH			

Drawing: G:\JOB\CEL22002_Ownsby\1_Design\05_Civil\01_CAD\SHEETS\CEL22002-CMAP
Last Saved By: Rgerges
Last Saved On: 2/19/2024 2:44 PM
Plot Date/Time: 2/19/2024 2:47 PM

OWNSBY PARKWAY - HYDRAULIC CALCULATIONS (FUTURE / ULTIMATE)

Runoff		Pipe	Drainage Area					Time of Concentration								Box Culvert						Head Loss Calculations										Invert Elevation			
Design Point		Length	Incremental		Total	Runoff	Incr.	Total	Inlet	Travel	Total	I5 YR	I100 YR	Q5 YR	Q100 YR	Desgin	Q	Storm	No. of	Storm	Storm	Manning	Hydr	Hydraulic Grade		V1	V2			Head Loss	Design	Dwnstrm	Upstrm	TC / FG	
Upstrm	Dwnstrm	Between	Area	Area	Area	Coeff			Time	Time	Time	Intensity	Intensity	Runoff	Runoff	Storm	in Pipe	Pipe	SD	Drain	Drain	n	Grade	Line Elevation				Loss		at Structure	HGL			Elev	
Station	Station	Points	No.	(Acres)	(Acres)							"I"	"I"	"Q"	"Q"		"Q"	Dia.	Spans	Width	Heigth	Value	"Sf"	Dwnstrm	Upstrm	Flow (In)	Flow (Out)	V1^2 / 2g	V2^2 / 2g	Coeff	"Hk"	Elevation			Comments
(ft)	(ft)	(ft)		"A"	"A"	"C"	"CA"	"CA"	(min.)	(min.)	(min.)	(in./hr)	(in./hr)	(c.f.s.)	(c.f.s.)		(c.f.s.)	(in.)		(ft)	(ft)		(ft./ft.)			(f.p.s.)	(f.p.s.)	(feet)	(feet)	(Kj)	(feet)	(feet)	(feet)	(feet)	(feet)	(feet)	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		18	19	19a	19b	19c	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	
EX NK																																				
05+42.05	02+92.35	249.70	A1	0.59	0.59	0.90	0.53	0.53	10.00	-	10.00	5.78	9.54	3.07	5.07	**100 yr**	5.07	24	1			0.013	0.0005	682.03	683.20		1.61		0.04	1.25		0.10	683.30	678.64	682.63	686.63	Inlet or Manhole at Beginning of Line
02+92.35	02+57.73	34.62	A2	0.40	0.99	0.90	0.36	0.89	10.00	2.58	12.58	5.27	8.66	4.70	7.72	**100 yr**	7.72	24	1			0.013	0.0823	676.82	679.11	1.61	13.78	0.04	2.95	0.75	0.03	2.92	682.03	675.79	678.64		45º Wye Connection or cut-in
02+57.73	01+43.73	114.00		-	0.99	-	-	0.89	-	0.04	12.62	5.27	8.66	4.70	7.72	**100 yr**	7.72	30	1			0.013	0.0041	676.72	676.72	13.78	4.65	2.95	0.34	0.10	0.30	0.10	676.82	675.32	675.79		Pipe Grade Break
01+43.73	00+90.15	53.58		-	0.99	-	-	0.89	-	0.41	13.03	5.27	8.66	4.70	7.72	**100 yr**	7.72	30	1			0.013	0.0039	676.62	676.62	4.65	4.51	0.34	0.32	0.10	0.03	0.10	676.72	675.11	675.32		Pipe Grade Break
00+90.15	00+15.01	75.14	A3	0.69	1.68	0.90	0.62	1.51	10.00	0.20	13.23	5.15	8.44	7.78	12.77	**100 yr**	12.77	30	1			0.013	0.0039	676.20	676.35	4.51	5.25	0.32	0.43	0.50	0.16	0.27	676.62	674.82	675.11	681.56	Inlet on Main Line
00+15.01	00+00.00	15.01		-	1.68	-	-	1.51	-	0.24	13.47	5.15	8.44	7.78	12.77	**100 yr**	12.77	30	1			0.013	0.0040	**675.96**	676.05	5.25	5.32	0.43	0.44	0.35	0.15	0.15	676.20	674.76	674.82		45º Bend
SD-B 3																																				
03+06.41	02+64.11	42.30	B1	6.02	6.02	0.30	1.80	1.80	20.00	-	20.00	4.31	7.03	7.78	12.69	**100 yr**	12.69	36	1			0.013	0.0004	679.89	679.90				1.79		0.05	1.25		0.10	680.00	676.27	676.48	681.48	Inlet or Manhole at Beginning of Line
02+64.11	01+93.10	71.01	SD-B6	8.17	14.18	0.34	2.80	4.60	20.00	0.39	20.39	4.27	6.97	19.66	32.06	**100 yr**	32.06	36	1			0.013	0.0023	679.41	679.58	1.79	4.53	0.05	0.32	0.25	0.01	0.31	679.89	675.92	676.27	682.98	Manhole on Main Line w/ 90º Lateral
01+93.10	00+45.94	147.17	SD-B3	2.89	17.07	0.90	2.60	7.20	10.00	0.26	20.65	4.25	6.92	30.58	49.87	**100 yr**	49.87	42	1			0.013	0.0025	678.72	679.08	4.53	5.18	0.32	0.42	0.25	0.08	0.34	679.41	674.68	675.42	682.41	Manhole on Main Line w/ 90º Lateral
00+45.94	00+13.53	32.40		-	17.07	-	-	7.20	-	0.47	21.13	4.25	6.92	30.58	49.87	**100 yr**	49.87	42	1			0.013	0.0025	***678.49***	678.57	5.18	5.18	0.42	0.42	0.35	0.15	0.15	678.72	674.52	674.68	680.00	45º Bend
SD-B3 3																																				
05+92.95	05+07.30	85.65	B3	0.79	0.79	0.90	0.71	0.71	10.00	-	10.00	5.78	9.54	4.11	6.78	**100 yr**	6.78	21	1			0.013	0.0469	697.98	701.15				1.98	1.25		2.48	703.63	696.61	700.63	705.70	Inlet or Manhole at Beginning of Line
05+07.30	03+95.87	111.43		-	0.79	-	-	0.71	-	0.13	10.13	5.78	9.54	4.11	6.78	**100 yr**	6.78	21	1			0.013	0.0470	692.36	697.13	11.30	11.30	1.98	1.98	0.43	0.85	0.85	697.98	691.37	696.61	703.30	60º Bend
03+95.87	02+00.00	195.87	B4	1.29	2.08	0.90	1.16	1.87	10.00	0.16	10.29	5.72	9.44	10.71	17.67	**100 yr**	17.67	21	1			0.013	0.0124	683.70	692.26	11.30	7.33	1.98	0.84	0.60	1.19	0.10	692.36	682.17	691.37	696.50	60º Wye Connection or cut-in
02+00.00	00+83.48	116.52		-	2.08	-	-	1.87	-	0.45	10.74	5.72	9.44	10.71	17.67	**100 yr**	17.67	24	1			0.013	0.0061	681.35	682.91	7.33	5.63	0.84	0.49	1.00	0.84	0.10	683.01	679.00	681.92	687.14	Manhole on Main Line with no Branch
00+83.48	00+35.87	47.61		-	2.08	-	-	1.87	-	0.35	11.08	5.72	9.44	10.71	17.67	**100 yr**	17.67	24	1			0.013	0.0061	680.96	681.25	5.63	5.63	0.49	0.49	0.10	0.05	0.10	681.35	678.41	679.00	683.90	60º Wye Connection or cut-in
00+35.87	00+00.00	35.87	B5	0.81	2.89	0.90	0.73	2.60	10.00	0.14	11.22	5.54	9.12	14.41	23.73	**100 yr**	23.73	24	1			0.013	0.0125	**679.49**	679.94	5.63	9.20	0.49	1.31	0.60	0.30	1.02	680.96	677.96	678.41	683.00	60º Wye Connection or cut-in
SD-B6 3																																				
04+84.83	04+51.23	33.60	B6	7.59	7.59	0.30	2.28	2.28	20.00	-	20.00	4.31	7.03	9.81	16.00	**100 yr**	16.00	21	1			0.013	0.0205	688.96	689.09		10.12		1.59	1.25		1.99	691.08	687.31	688.00		Inlet or Manhole at Beginning of Line
04+51.23	04+19.97	31.26		-	7.59	-	-	2.28	-	0.06	20.06	4.31	7.03	9.81	16.00	**100 yr**	16.00	21	1			0.013	0.0205	688.32	688.40	10.12	10.12	1.59	1.59	0.35	0.56	0.56	688.96	686.67	687.31		45º Bend
04+19.97	01+24.45	295.52		-	7.59	-	-	2.28	-	0.05	20.11	4.31	7.03	9.81	16.00	**100 yr**	16.00	21	1			0.013	0.0205	682.19	687.76	10.12	10.12	1.59	1.59	0.35	0.56	0.56	688.32	680.61	686.67		45º Bend
01+24.45	00+00.00	124.45	B2	0.58	8.17	0.90	0.52	2.80	10.00	0.49	20.59	4.25	6.93	11.89	19.40	**100 yr**	19.40	24	1			0.013	0.0158	**679.89**	681.70	10.12	9.65	1.59	1.45	0.60	0.96	0.49	682.19	678.52	680.48		60º Wye Connection or cut-in
SD-C																																				
04+60.93	03+48.42	112.51	OS-C	16.42	16.42	0.55	9.03	9.03	15.00	-	15.00	4.80	7.84	43.35	**78.00**	**100 yr**	78.00		1	6	2	0.015	0.0300	721.99	724.56		13.83		2.97	0.00		0.10	724.66	720.25	723.62		Connect to Existing Line
03+48.42	02+50.00	98.42	SD-C1+SD-C2	5.81	22.23	0.79	4.60	13.63	10.00	0.14	15.14	4.79	7.82	65.26	106.59	**100 yr**	106.59		1	6	3	0.015	0.0060	***719.28***	719.87	13.83	8.71	2.97	1.18	0.25	0.74	0.44	720.31	717.24	717.83		Manhole on Main Line w/ 90º Lateral
SD-C1																																				
04+78.17	02+02.23	275.94	C5+C7	1.54	1.54	0.77	1.19	1.19	10.00	-	10.00	5.78	9.54	6.88	11.35	**100 yr**	11.35	24	1			0.013	0.0430	728.11	738.85		12.34		2.36	0.25		2.36	741.21	726.32	738.18	743.66	Manhole on Main Line w/ 90º Lateral
02+02.23	00+78.23	124.00	C6	0.95	2.49	0.66	0.63	1.82	10.00	0.37	10.37	5.71	9.41	10.37	17.10	**100 yr**	17.10	24	1			0.013	0.0300	724.84	727.24	12.34	12.13	2.36	2.28	0.60	1.42	0.87	728.11	722.60	726.32		60º Wye Connection or cut-in
00+78.23	00+00.00	78.23	C3	0.53	3.02	0.90	0.48	2.29	10.00	0.17	10.54	5.67	9.36	13.01	21.46	**100 yr**	21.46	24	1			0.013	0.0300	***721.30***	723.65	12.13	12.85	2.28	2.56	0.60	1.37	1.19	724.84	720.25	722.60		60º Wye Connection or cut-in
SD-C2																																				
02+98.40	01+53.68	144.72	C8+C9	0.86	0.86	0.90	0.77	0.77	10.00	-	10.00	5.78	9.54	4.47	7.38	**100 yr**	7.38	24	1			0.013	0.0011	721.94	722.10		2.35		0.09	0.25		0.10	722.20	718.90	719.91	725.68	Manhole on Main Line w/ 90º Lateral
01+53.68	01+19.04	34.64	C1	0.54	1.40	0.90	0.49	1.26	10.00	1.03	11.03	5.58	9.19	7.03	11.58	**100 yr**	11.58	24	1			0.013	0.0026	721.69	721.78	2.35	3.69	0.09	0.21	0.60	0.05	0.16	721.94	718.66	718.90		60º Wye Connection or cut-in
01+19.04	00+44.45	74.59	C2	0.38	1.78	0.90	0.34	1.60	10.00	0.16	11.18	5.55	9.14	8.89	14.64	**100 yr**	14.64	24	1			0.013	0.0042	721.17	721.48	3.69	4.66	0.21	0.34	0.60	0.13	0.21	721.69	718.14	718.66		60º Wye Connection or cut-in
00+44.45	00+00.00	44.45	C4	1.01	2.79	0.70	0.71	2.31	10.00	0.27	11.45	5.50	9.05	12.69	20.89	**100 yr**	20.89	24	1			0.013	0.0085	***720.31***	720.68	4.66	6.65	0.34	0.69	0.60	0.20	0.48	721.17	717.83	718.14		60º Wye Connection or cut-in
SD-D																																				
05+87.78	05+40.00	47.78	OS-D	35.93	35.93	0.55	19.76	19.76	15.00	-	15.00	4.80	7.84	94.86	**119.50**	**100 yr**	119.50		2	4	2	0.015	0.0063	741.09	741.40		7.78		0.94	0.00		0.10	741.50	739.18	739.48		Connect to Existing Line
05+40.00	05+10.00	30.00		-	35.93	-	-	19.76	-	0.10	15.10	4.80	7.84	94.86	119.50	**100 yr**	119.50		2	4	3	0.015	0.0031	740.85	740.94	7.78	4.98	0.94	0.38	0.10	0.09	0.10	741.04	736.11	738.18		Pipe Size Change
05+10.00	05+02.44	7.56		-	35.93	-	-	19.76	-	0.10	15.20	4.80	7.84	94.86	119.50	**100 yr**	119.50		2	4	3	0.015	0.0031	740.73	740.75	4.98	4.98	0.38	0.38	0.10	0.04	0.10	740.85	736.08	736.11		Pipe Grade Break
05+02.44	04+95.69	6.75	SD-D2+SD-D5	4.99	40.92	0.89	4.43	24.19	10.00	0.03	15.23	4.78	7.80	115.59	188.79	**100 yr**	188.79		2	4	3	0.015	0.0077	739.89	739.94	4.98	7.87	0.38	0.96	0.45	0.17	0.79	740.73	736.04	736.08		90º Wye Connection or cut-in
04+95.69	04+80.35	15.34		-	40.92	-	-	24.19	-	0.01	15.24	4.78	7.80	115.59	188.79	**100 yr**	188.79		2	4	3	0.015	0.0077	739.35	739.47	7.87	7.87	0.96	0.96	0.43	0.41	0.41	739.89	735.96	736.04		60º Bend
04+80.35	04+44.75	35.60	D1	0.68	41.60	0.90	0.61	24.81	10.00	0.03	15.27	4.77	7.80	118.40	193.38	**100 yr**	193.38		2	4	3	0.015	0.0090	**738.27**	738.38	7.87	9.99	0.96	1.55	0.60	0.58	0.97	739.35	735.64	735.96		60º Wye Connection or cut-in
SD-D2																																				
01+38.32	00+00.00	138.32	D7+D8	1.22	1.22	0.90	1.10	1.10	10.00	-	10.00	5.78	9.54	6.35	10.47	**100 yr**	10.47	24	1			0.013	0.0021	***740.73***	741.02	0.00	3.34	0.00	0.17	1.00	0.00	0.17	741.19	736.08	738.90	744.55	Manhole on Main Line with no Branch
SD-D5																																				
08+45.54	08+21.29	24.25	D5	0.51	0.51	0.90	0.46	0.46	10.00	-	10.00	5.78	9.54	2.65	4.38	**100 yr**	4.38	18	1			0.013	0.0153	755.05	755.21		6.63		0.68	1.25		0.85	756.06	754.24	754.61	760.48	Inlet or Manhole at Beginning of Line
08+21.29	06+08.41	212.88		-	0.51	-	-	0.46	-	0.06	10.06	5.78	9.54	2.65	4.38	**100 yr**	4.38	24	1			0.013	0.0093	753.00	754.84	6.63	5.54	0.68	0.48	0.43	0.29	0.21	755.05	752.26	754.24		60º Bend
06+08.41	04+02.29	206.12	D6	0.91	1.42	0.90	0.82	1.28	10.00	0.64	10.70	5.64	9.30	7.21	11.89	**100 yr**	11.89	24	1			0.013	0.0028	749.85	752.56	5.54	3.79	0.48	0.22	0.25	0.12	0.10	752.66	746.58	751.76	757.53	Manhole on Main Line w/ 90º Lateral
04+02.29	02+40.51	161.78	D3	0.48	1.90	0.90	0.43	1.71	10.00	0.91	11.61	5.46	8.99	9.34	15.38	**100 yr**	15.38	24	1			0.013	0.0397	741.57	747.39	3.79	12.92	0.22	2.59	0.60	0.13	2.46	749.85	740.16	746.58		60º Wye Connection or cut-in
02+40.51	00+40.69	199.82	D4	0.55	2.45	0.90	0.50	2.21	10.00	0.21	11.82	5.42	8.92	11.96	19.67	**100 yr**	19.67	30	1			0.013	0.0023	740.95	741.41	12.92	4.01	2.59	0.25	0.35	0.91	0.10	741.51	736.46	739.66	745.73	Manhole on Main Line w/ 60º lateral
00+40.69	00+33.99	6.70	D2	0.64	3.09	0.81	0.52	2.72	10.00	0.83	12.65	5.26	8.64	14.33	23.53	**100 yr**	23.53	30	1			0.013	0.0033	***740.73***	740.75	4.01	4.79	0.25	0.36	0.60	0.15	0.21	740.95	736.32	736.46		60º Wye Connection or cut-in
SD-E																																				
16+71.98	16+46.71	25.27	E1c	0.83	0.83	0.35	0.29	0.29	15.00	-	15.00	4.80	7.84	1.39	2.28	**100 yr**	2.28	18	1			0.013	0.0059	765.44	765.44		3.86		0.23	1.25		0.29	765.73	764.28	764.43	767.63	Inlet or Manhole at Beginning of Line
16+46.71	15+85.75	60.96		-	0.83	-	-	0.29	-	0.11	15.11	4.80	7.84	1.39	2.28	**100 yr**	2.28	18	1			0.013	0.0059	765.34	765.34	3.86	3.86	0.23	0.23	0.43	0.10	0.10	765.44	763.92	764.28	768.42	60º Bend
15+85.75	14+27.40	158.35	E1ab	1.43	2.26	0.71	1.02	1.31	10.00	0.26	15.37	4.76	7.78	6.23	10.18	**100 yr**	10.18	24	1			0.013	0.0020	764.92	765.24	3.86	3.24	0.23	0.16	0.25	0.06	0.11	765.34	762.49	763.57	769.51	Manhole on Main Line w/ 90º Lateral
14+27.40	11+63.78	263.62	SD-E1	0.86	3.12	0.68	0.58	1.89	10.00	0.81	16.19	4.68	7.65	8.85	14.44	**100 yr**	14.44	24	1			0.013	0.0041	763.56	764.63	3.24	4.60	0.16	0.33	0.25	0.04	0.29	764.92	760.75	762.49		Manhole on Main Line w/ 90º Lateral
11+63.78	10+63.59	100.19	E5	0.30	3.42	0.90	0.27	2.16	10.00	0.96	17.14	4.59	7.49	9.91	16.17	**100 yr**	16.17	24	1			0.013	0.0051	762.83	763.34	4.60	5.15	0.33	0.41	0.60	0.20	0.21	763.56	760.09	760.75		60º Wye Connection or cut-in
10+63.59	08+92.59	171.00	E4	0.99	4.41	0.60	0.59	2.75	10.00	0.32	17.47	4.56	7.44	12.55	20.48	**100 yr**	20.48	24	1			0.013	0.0082	761.01	762.42	5.15	6.52	0.41	0.66	0.60	0.25	0.41	762.83	758.95	760.09		60º Wye Connection or cut-in
08+92.59	08+50.80	41.79	E2	0.60	5.01	0.70	0.42	3.17	10.00	0.44	17.90	4.52	7.37	14.33	23.38	**100 yr**	23.38	30	1			0.013	0.0086	760.39	760.39	6.52	8.12	0.66	1.02	0.60	0.40	0.63	761.01	758.34	758.70		60º Wye Connection or cut-in
08+50.80	07+94.04	56.76	E3	0.59	5.60	0.90	0.53	3.70	10.00	0.09	17.99	4.51	7.36	16.69	27.24	**100 yr**	27.24	30	1			0.013	0.0086	759.62	759.91	8.12	8.38	1.02	1.09	0.60	0.61	0.48	760.39	757.85	758.34		60º Wye Connection or cut-in
07+94.04	04+66.55	327.49		-	5.60	-	-	3.70	-	0.11	18.10	4.51	7.36	16.69	27.24	**100 yr**	27.24	30	1			0.013	0.0044	757.69	759.35	8.38	5.55	1.09	0.48	0.25	0.27	0.21	759.56	754.64	757.85	764.79	Manhole on Main Line w/ 90º Lateral
04+66.55	02+75.61	190.94		-	5.60	-	-	3.70	-	0.98	19.09	4.51	7.36	16.69	27.24	**100 yr**	27.24	30	1			0.013	0.0044	**756.75**	757.59	5.55	5.55	0.48	0.48	1.00	0.48	0.10	757.69	753.30	754.64	759.04	Manhole on Main Line with no Branch
SD-E1																																				
02+20.87	00+00.00	220.87	E6+E7	0.86	0.86	0.68	0.58	0.58	10.00	-	10.00	5.78	9.54	3.36	5.54	**100 yr**	5.54	24	1			0.013	0.0006	***764.92***	765.05	0.00	1.76	0.00	0.05	1.00	0.00	0.10	765.15	762.49	763.66	768.45	Manhole on Main Line with no Branch
SD-F																																				
19+70.99	15+32.55	438.44	F1+F2	2.24	2.24	0.76	1.71	1.71	10.00	-	10.00	5.78	9.54	9.87	16.29	**100 yr**	16.29	24	1			0.013	0.0372	742.54	757.65		12.83		2.56	0.25		2.56	760.21	740.51	756.80	762.45	Manhole on Main Line w/ 90º Lateral
15+32.55	12+70.20	262.35	F3+F4	1.92	4.16	0.75	1.44	3.15	10.00	0.57	10.57	5.67	9.35	17.85	29.43	**100 yr**	29.43	30	1			0.013	0.0154	738.27	741.37	12.83	10.78	2.56	1.80	0.25	0.64	1.17	742.54	735.98	740.01	746.39	Manhole on Main Line w/ 90º Lateral
12+70.20	11+50.00	120.20	F5	1.56	5.72	0.70	1.09	4.24	10.00	0.41	10.98	5.59	9.21	23.71	39.06	**100 yr**	39.06	42	1			0.013	0.0050	***737.23***	737.83	10.78	7.57	1.80	0.89	0.25	0.45	0.44	738.27	735.38	735.98		
SD-H																																				
01+95.52	01+24.56	70.96	H1	0.98	0.98	0.90	0.88	0.88	10.00	-	10.00	5.78	9.54	5.10	8.41	**100 yr**	8.41	21	1			0.013	0.0028	656.51	656.71		3.49		0.19	1.25		0.24	656.95	654.16	654.51	658.13	Inlet or Manhole at Beginning of Line
01+24.56	00+57.38	67.18	H2	1.20	2.18	0.90	1.08	1.96	10.00	0.34	10.34	5.71	9.42	11.21	18.49	**100 yr**	18.49	24	1			0.013	0.0051	**655.36**	656.16	3.49	5.89	0.19	0.54	1.00	0.19	0.35	656.51	653.82	654.16	658.10	Manhole on Main Line with no Branch

Notes:
1- Time of concentration (and intensity) only changes at downstream junctions. Paired inlets do net constitute a downstream junction.
2- HGL must be below grade along main or at least 1' below top of curb at each. inlet (including entry loss of 1 .25v^2/2g).
3- Inlet spacing is determined by the Dry Lane Requirements for the 100-year storm event.
4- Minimum head loss shall be 0.10 feet in a subcritical flow regime. Supercritical flow regimes do not generate head losses.

STATE OF TEXAS
RAYMON GERGES
128083
LICENSED
PROFESSIONAL ENGINEER
2/21/2024

Revised
02/21/2024

PELOTON LAND SOLUTIONS
TEXAS FIRM NO. 12207

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAYMON GERGES, P.E. # 128083. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

NO.	DATE	REVISION
2	9/27/2023	CHANGE ORDER #1
3	2/19/2024	CHANGE ORDER #2

OWNSBY PARKWAY

HYDRAULIC CALCULATIONS
(SHEET 2 OF 3)

CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

2

DRAWN: RG	DATE	PROJECT #	SHEET
DESIGNED: RG	FEBRUARY 2024	CEL22002	104
REVIEWER: PAH			

OWNSBY PARKWAY

Drawing: G:\JOBCEL22002_Ownsby_Design\DL_Civil\81_CAD\SHEETS\CEL22002-CADMAP
Last Saved By: RGerges
Last Saved Time: 2/19/2024 2:44 PM
Plot Date/Time: 2/19/2024 2:47 PM

OWNSBY PARKWAY - HYDRAULIC CALCULATIONS (FUTURE / ULTIMATE)

Runoff Design Point Upstrm Station (ft)	Runoff Design Point Dwnstrm Station (ft)	Pipe Length Between Points (ft)	Drainage Area Incremental No.	Drainage Area Incremental (Acres) "A"	Drainage Area Total Area (Acres) "A"	Runoff Coeff "C"	Incr. "CA"	Total "CA"	Time of Concentration Inlet (min.)	Time of Concentration Travel (min.)	Time of Concentration Total (min.)	I5 YR Intensity (in./hr)	I100 YR Intensity (in./hr)	Q5 YR Runoff (c.f.s.)	Q100 YR Runoff (c.f.s.)	Desgin Storm	Box Culvert Q in Pipe "Q" (c.f.s.)	Box Culvert Storm Pipe Dia. (in.)	Box Culvert No. of SD Spans	Box Culvert Storm Drain Width (ft)	Box Culvert Storm Drain Heigth (ft)	Manning n Value	Hydr Grade Line Slope "Sf" (ft./ft.)	Hydraulic Grade Line Elevation Dwnstrm	Hydraulic Grade Line Elevation Upstrm	Head Loss Calculations V1 Flow (In) (f.p.s.)	Head Loss Calculations V2 Flow (Out) (f.p.s.)	Head Loss Calculations V1^2 / 2g (feet)	Head Loss Calculations V2^2 / 2g (feet)	Head Loss Calculations Loss Coeff (K)	Head Loss at Structure "Hk" (feet)	Design HGL Elevation (feet)	Invert Elevation Dwnstrm (feet)	Invert Elevation Upstrm (feet)	TC / FG Elev (feet)	Comments
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		18	19	19a	19b	19c	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	
SD LAT A1																																					
00+12.25	00+00.00	12.25	A1	0.59	0.59	0.90	0.53	0.53	10.00	-	10.00	5.78	9.54	3.07	5.07	**100 yr**	5.07	24	1			0.013	0.0049	***683.41***	683.47	0.00	4.48	0.00	0.31	1.25	0.00	0.39	683.86	682.63	682.69	686.50	Inlet or Manhole at Beginning of Line
SD LAT A2																																					
00+12.02	00+00.00	12.02	A2	0.40	0.40	0.90	0.36	0.36	10.00	-	10.00	5.78	9.54	2.08	3.43	**100 yr**	3.43	24	1			0.013	0.0002	***682.03***	682.03	0.00	1.09	0.00	0.02	1.25	0.00	0.10	682.13	678.64	678.71	683.46	Inlet or Manhole at Beginning of Line
SD LAT B2 3																																					
00+98.44	00+81.99	16.45	B2	0.58	0.58	0.90	0.52	0.52	10.00	-	10.00	5.78	9.54	3.02	4.98	**100 yr**	4.98	21	1			0.013	0.0181	***682.19***	682.19	0.00	7.32	0.00	0.83	0.60	0.00	0.83	683.03	680.61	680.91	685.91	60º Wye Connection or cut-in
SD LAT B4																																					
00+23.67	00+00.00	23.67	B4	1.29	1.29	0.90	1.16	1.16	10.00	-	10.00	5.78	9.54	6.71	11.08	**100 yr**	11.08	21	1			0.013	0.0049	***692.08***	693.03	0.00	4.60	0.00	0.33	1.25	0.00	0.41	693.44	691.37	692.32	697.32	Inlet or Manhole at Beginning of Line
SD LAT B5																																					
00+23.67	00+00.00	23.67	B5	0.81	0.81	0.90	0.73	0.73	10.00	-	10.00	5.78	9.54	4.21	6.95	**100 yr**	6.95	21	1			0.013	0.0019	***680.00***	680.05	0.00	2.89	0.00	0.13	1.25	0.00	0.16	680.21	678.54	678.66	683.41	Inlet or Manhole at Beginning of Line
SD LAT C1																																					
00+29.45	00+00.00	29.45	C1	0.54	0.54	0.90	0.49	0.49	10.00	-	10.00	5.78	9.54	2.81	4.64	**100 yr**	4.64	24	1			0.013	0.0004	***721.94***	721.96	0.00	1.48	0.00	0.03	1.25	0.00	0.10	722.06	718.91	719.76	724.76	Inlet or Manhole at Beginning of Line
SD LAT C2																																					
00+98.73	00+00.00	98.73	C2	0.38	0.38	0.90	0.34	0.34	10.00	-	10.00	5.78	9.54	1.98	3.26	**100 yr**	3.26	24	1			0.013	0.0002	***721.69***	721.71	0.00	1.04	0.00	0.02	1.25	0.00	0.10	721.81	718.67	720.05	725.05	Inlet or Manhole at Beginning of Line
SD LAT C3																																					
00+16.74	00+00.00	16.74	C3	0.53	0.53	0.90	0.48	0.48	10.00	-	10.00	5.78	9.54	2.76	4.55	**100 yr**	4.55	21	1			0.013	0.0008	***724.84***	724.86	0.00	1.89	0.00	0.06	1.25	0.00	0.10	724.96	722.73	723.76	728.76	Inlet or Manhole at Beginning of Line
SD LAT C4																																					
00+87.90	00+17.90	70.00	C4	1.01	1.01	0.70	0.71	0.71	10.00	-	10.00	5.78	9.54	4.09	6.74	**100 yr**	6.74	21	1			0.013	0.0018	721.30	721.51		2.80		0.12	1.25		0.15	721.66	718.81	720.92	725.92	Inlet or Manhole at Beginning of Line
00+17.90	00+00.00	17.90	-	1.01	-	-	0.71	-	0.42	10.42	5.78	9.54	4.09	6.74	**100 yr**	6.74	21	1			0.013	0.0018	***721.17***	721.20	2.80	2.80	0.12	0.12	0.43	0.05	0.10	721.30	718.27	718.81		60º Bend
SD LAT C5																																					
00+19.00	00+00.00	19.00	C5	0.45	0.45	0.90	0.41	0.41	10.00	-	10.00	5.78	9.54	2.34	3.86	**100 yr**	3.86	21	1			0.013	0.0006	***741.21***	741.22	0.00	1.60	0.00	0.04	1.25	0.00	0.10	741.32	738.43	738.89	743.89	Inlet or Manhole at Beginning of Line
SD LAT C6																																					
00+98.72	00+00.00	98.72	C6	0.95	0.95	0.66	0.63	0.63	10.00	-	10.00	5.78	9.54	3.62	5.98	**100 yr**	5.98	21	1			0.013	0.0178	***728.11***	728.84	0.00	7.48	0.00	0.87	1.25	0.00	1.09	729.93	726.44	728.20	733.20	Inlet or Manhole at Beginning of Line
SD LAT C7																																					
00+67.16	00+00.00	67.16	C7	1.09	1.09	0.72	0.78	0.78	10.00	-	10.00	5.78	9.54	4.54	7.49	**100 yr**	7.49	21	1			0.013	0.0022	***741.21***	741.36	0.00	3.11	0.00	0.15	1.25	0.00	0.19	741.55	738.43	739.10	744.10	Inlet or Manhole at Beginning of Line
SD LAT C8																																					
00+85.50	00+00.00	85.50	C8	0.50	0.50	0.90	0.45	0.45	10.00	-	10.00	5.78	9.54	2.60	4.29	**100 yr**	4.29	21	1			0.013	0.0007	***722.20***	722.26	0.00	1.78	0.00	0.05	1.25	0.00	0.10	722.36	720.16	721.02	726.02	Inlet or Manhole at Beginning of Line
SD LAT C9																																					
00+14.50	00+00.00	14.50	C9	0.36	0.36	0.90	0.32	0.32	10.00	-	10.00	5.78	9.54	1.87	3.09	**100 yr**	3.09	21	1			0.013	0.0004	***722.20***	722.20	0.00	1.28	0.00	0.03	1.25	0.00	0.10	722.30	720.16	720.98	726.98	Inlet or Manhole at Beginning of Line
SD LAT D1																																					
00+26.76	00+17.12	9.64	D1	0.68	0.68	0.90	0.61	0.61	10.00	-	10.00	5.78	9.54	3.54	5.84	**100 yr**	5.84	21	1			0.013	0.0014	***739.35***	739.37	0.00	2.42	0.00	0.09	1.25	0.00	0.11	739.48	736.59	738.41	743.41	Inlet or Manhole at Beginning of Line
SD LAT D2																																					
00+59.07	00+15.46	43.61	D2	0.64	0.64	0.81	0.52	0.52	10.00	-	10.00	5.78	9.54	3.00	4.95	**100 yr**	4.95	24	1			0.013	0.0005	741.06	741.08		1.58		0.04	1.25		0.10	741.18	737.54	739.89	743.39	Inlet or Manhole at Beginning of Line
00+15.46	00+00.00	15.46	-	0.64	-	-	0.52	-	0.46	10.46	5.78	9.54	3.00	4.95	**100 yr**	4.95	24	1			0.013	0.0005	***740.95***	740.96	1.58	1.58	0.04	0.04	0.43	0.02	0.10	741.06	736.71	737.54	743.90	60º Bend
SD LAT D3																																					
00+24.25	00+00.00	24.25	D3	0.48	0.48	0.90	0.43	0.43	10.00	-	10.00	5.78	9.54	2.50	4.12	**100 yr**	4.12	21	1			0.013	0.0007	***749.85***	749.87	0.00	1.71	0.00	0.05	1.25	0.00	0.10	749.97	746.70	746.94	751.44	Inlet or Manhole at Beginning of Line
SD LAT D4																																					
00+65.82	00+00.00	65.82	D4	0.55	0.55	0.90	0.50	0.50	10.00	-	10.00	5.78	9.54	2.86	4.72	**100 yr**	4.72	21	1			0.013	0.0214	***741.51***	742.35	0.00	7.74	0.00	0.93	1.25	0.00	1.16	743.51	740.41	741.82	746.82	Inlet or Manhole at Beginning of Line
SD LAT D6																																					
00+57.00	00+00.00	57.00	D6	0.91	0.91	0.90	0.82	0.82	10.00	-	10.00	5.78	9.54	4.73	7.81	**100 yr**	7.81	18	1			0.013	0.0100	***753.23***	753.80	0.00	6.46	0.00	0.65	1.25	0.00	0.81	754.61	752.26	752.83	757.84	Inlet or Manhole at Beginning of Line
SD LAT D7																																					
00+21.00	00+00.00	21.00	D7	0.56	0.56	0.90	0.50	0.50	10.00	-	10.00	5.78	9.54	2.91	4.81	**100 yr**	4.81	21	1			0.013	0.0009	***741.19***	741.21	0.00	2.00	0.00	0.06	1.25	0.00	0.10	741.31	739.15	739.72	744.72	Inlet or Manhole at Beginning of Line
SD LAT D8																																					
00+57.00	00+00.00	57.00	D8	0.66	0.66	0.90	0.59	0.59	10.00	-	10.00	5.78	9.54	3.43	5.67	**100 yr**	5.67	21	1			0.013	0.0013	***741.19***	741.27	0.00	2.35	0.00	0.09	1.25	0.00	0.11	741.37	739.15	739.72	744.72	Inlet or Manhole at Beginning of Line
SD LAT E1a																																					
00+13.50	00+00.00	13.50	E1a	0.46	0.46	0.90	0.41	0.41	10.00	-	10.00	5.78	9.54	2.39	3.95	**100 yr**	3.95	24	1			0.013	0.0067	***765.34***	765.34	0.00	4.76	0.00	0.35	1.00	0.00	0.35	765.70	763.57	763.66	768.66	Manhole on Main Line with no Branch
SD LAT E1b																																					
00+13.50	00+00.00	13.50	E1b	0.97	0.97	0.62	0.60	0.60	10.00	-	10.00	5.78	9.54	3.49	5.76	**100 yr**	5.76	24	1			0.013	0.0067	***765.34***	765.34	0.00	5.19	0.00	0.42	1.00	0.00	0.42	765.76	763.57	763.66	768.66	Manhole on Main Line with no Branch
SD LAT E2																																					
00+24.25	00+00.00	24.25	E2	0.60	0.60	0.70	0.42	0.42	10.00	-	10.00	5.78	9.54	2.43	4.01	**100 yr**	4.01	24	1			0.013	0.0003	***761.01***	761.02	0.00	1.28	0.00	0.03	1.25	0.00	0.10	761.12	758.95	759.45	764.45	Inlet or Manhole at Beginning of Line
SD LAT E3																																					
00+65.82	00+00.00	65.82	E3	0.59	0.59	0.90	0.53	0.53	10.00	-	10.00	5.78	9.54	3.07	5.07	**100 yr**	5.07	24	1			0.013	0.0304	***760.39***	761.08	0.00	8.44	0.00	1.11	1.25	0.00	1.38	762.46	758.59	760.59	765.59	Inlet or Manhole at Beginning of Line
SD LAT E4																																					
00+24.25	00+00.00	24.25	E4	0.99	0.99	0.60	0.59	0.59	10.00	-	10.00	5.78	9.54	3.43	5.67	**100 yr**	5.67	21	1			0.013	0.0013	***762.83***	762.86	0.00	2.35	0.00	0.09	1.25	0.00	0.11	762.97	760.21	760.74	765.74	Inlet or Manhole at Beginning of Line
SD LAT E5																																					
00+58.86	00+13.86	45.00	E5	0.30	0.30	0.90	0.27	0.27	10.00	-	10.00	5.78	9.54	1.56	2.58	**100 yr**	2.58	21	1			0.013	0.0003	763.66	763.67		1.07		0.02	1.25		0.10	763.77	761.25	762.47	767.47	Inlet or Manhole at Beginning of Line
00+13.86	00+00.00	13.86	-	0.30	-	-	0.27	-	0.70	10.70	5.78	9.54	1.56	2.58	**100 yr**	2.58	21	1			0.013	0.0003	***763.56***	763.56	1.07	1.07	0.02	0.02	0.43	0.01	0.10	763.66	760.87	761.25		60º Bend
SD LAT E6																																					
00+20.91	00+00.00	20.91	E6	0.42	0.42	0.67	0.28	0.28	10.00	-	10.00	5.78	9.54	1.63	2.68	**100 yr**	2.68	21	1			0.013	0.0215	***765.15***	765.15	0.00	6.55	0.00	0.67	1.25	0.00	0.83	765.98	763.66	764.11	768.61	Inlet or Manhole at Beginning of Line
SD LAT E7																																					
00+57.09	00+00.00	57.09	E7	0.44	0.44	0.68	0.30	0.30	10.00	-	10.00	5.78	9.54	1.73	2.85	**100 yr**	2.85	21	1			0.013	0.0081	***765.15***	765.15	0.00	4.76	0.00	0.35	1.25	0.00	0.44	765.59	763.66	764.12	768.62	Inlet or Manhole at Beginning of Line
SD LAT F1																																					
00+21.00	00+00.00	21.00	F1	1.09	1.09	0.77	0.84	0.84	10.00	-	10.00	5.78	9.54	4.84	7.99	**100 yr**	7.99	21	1			0.013	0.0025	***760.21***	760.26	0.00	3.32	0.00	0.17	1.25	0.00	0.21	760.47	757.05	757.62	762.62	Inlet or Manhole at Beginning of Line
SD LAT F2																																					
00+57.00	00+00.00	57.00	F2	1.15	1.15	0.76	0.87	0.87	10.00	-	10.00	5.78	9.54	5.03	8.30	**100 yr**	8.30	21	1			0.013	0.0027	***760.21***	760.36	0.00	3.45	0.00	0.18	1.25	0.00	0.23	760.59	757.05	757.62	762.62	Inlet or Manhole at Beginning of Line
SD LAT F3																																					
00+21.00	00+00.00	21.00	F3	0.96	0.96	0.75	0.72	0.72	10.00	-	10.00	5.78	9.54	4.16	6.87	**100 yr**	6.87	21	1			0.013	0.0295	***742.54***	742.54	0.00	9.42	0.00	1.38	1.25	0.00	1.72	744.26	740.76	741.38	746.56	Inlet or Manhole at Beginning of Line
SD LAT F4																																					
00+55.76	00+00.00	55.76	F4	0.96	0.96	0.75	0.72	0.72	10.00	-	10.00	5.78	9.54	4.16	6.87	**100 yr**	6.87	21	1			0.013	0.0099	***742.54***	742.54	0.00	6.42	0.00	0.64	1.25	0.00	0.80	743.34	740.76	741.31	746.56	Inlet or Manhole at Beginning of Line
SD LAT F5																																					
00+53.00	00+00.00	53.00	F5	1.56	1.56	0.70	1.09	1.09	10.00	-	10.00	5.78	9.54	6.31	10.42	**100 yr**	10.42	24	1			0.013	0.0021	***738.27***	738.38	0.00	3.32	0.00	0.17	1.25	0.00	0.21	738.59	735.98	736.25	739.25	Inlet or Manhole at Beginning of Line

Notes:
1- Time of concentration (and intensity) only changes at downstream junctions. Paired inlets do net constitute a downstream junction.
2- HGL must be below grade along main or at least 1' below top of curb at each. inlet (including entry loss of 1 .25v^2/2g).
3- Inlet spacing is determined by the Dry Lane Requirements for the 100-year storm event.
4- Minimum head loss shall be 0.10 feet in a subcritical flow regime. Supercritical flow regimes do not generate head losses.

STATE OF TEXAS
RAYMON GERGES
128083
LICENSED
PROFESSIONAL ENGINEER
2/21/2024

Revised
02/21/2024

PELOTON LAND SOLUTIONS
TEXAS FIRM NO. 12207

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAYMON GERGES, P.E. # 128083. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

NO.	DATE	REVISION
2	9/27/2023	CHANGE ORDER #1
3	2/19/2024	CHANGE ORDER #2

OWNSBY PARKWAY

HYDRAULIC CALCULATIONS
(SHEET 3 OF 3)

CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

2

DRAWN: RG	DATE	PROJECT #	SHEET
DESIGNED: RG	FEBRUARY 2024	CEL22002	105
REVIEWER: PAH			

FINAL PLANS

OWNSBY PARKWAY

Drawing: G:\JOBS\CEL22002_Ownsby\3_Design\05_C-4\01_CAD\SHEETS\CEL22002A-DMAP
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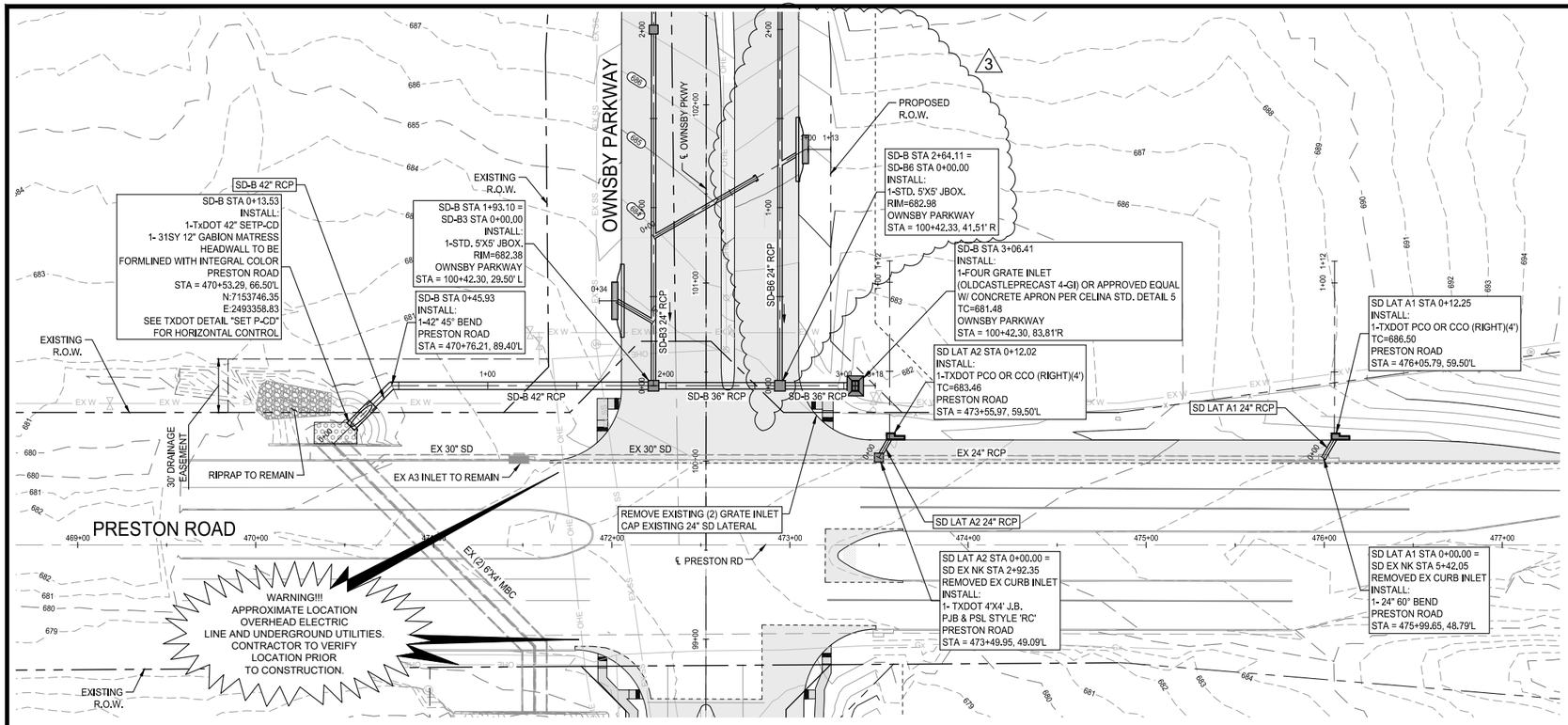
Last Saved On: 2/19/2024 4:44 PM
Plot Date/Time: 2/19/2024 4:47 PM

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF CELINA	972-382-2682
CITY OF CELINA WATER DEPT.	972-382-3345

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.



H: 0 40 80 SCALE IN FEET

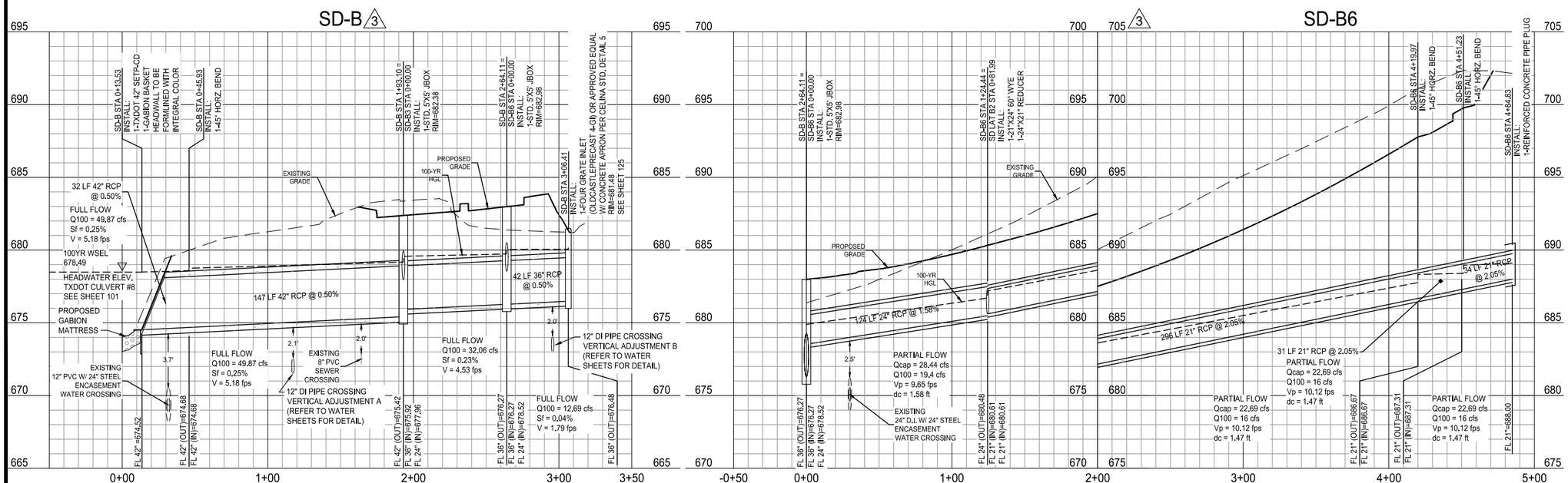
V: 0 4 8 SCALE IN FEET

LEGEND

- 535 — PROPOSED MAJOR CONTOUR
- 534 — PROPOSED MINOR CONTOUR
- 520 — EXISTING MAJOR CONTOUR
- 519 — EXISTING MINOR CONTOUR
- PROPOSED STORM
- PROPOSED FLEXAMAT
- PROPOSED GABION MATRESS

NOTES:

1. CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. STORM CONSTRUCTION WILL INCLUDE FURNISHING AND INSTALLING THE MATERIALS AND ALL STORM DRAIN PIPES, BOXES, INLETS, APPURTENANCES, INCLUDING EXCAVATION, EMBEDMENT AND BACKFILL, AS SHOWN ON THESE PLANS.
3. ALL JUNCTION BOXES TO BE CAST IN PLACE
4. ALL EXISTING UTILITIES TO BE RAISED TO FINAL GRADE.
5. ALL REINFORCED CONCRETE BOX TO BE CAST IN PLACE UNLESS APPROVED OTHERWISE BY THE CITY
6. ALL DRAINAGE OUTFALL STRUCTURES TO BE FORMLINED WITH INTEGRAL COLOR (CITY TO APPROVE OF TEXTURE AND COLOR PRIOR TO CONSTRUCTION).





KEY MAP

STATE OF TEXAS
RAYMON GERGES
128083
LICENSED PROFESSIONAL ENGINEER
2/21/2024

PELOTON LAND SOLUTIONS TEXAS FIRM NO. 12207

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAYMON GERGES, P.E. # 128083. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

Revised
02/21/2024

NO	DATE	REVISION
1	06/22/23	REVISED STORM DRAIN A1 & A2
2	9/22/2023	CHANGE ORDER #1
3	2/19/2024	CHANGE ORDER #2

OWNSBY PARKWAY

STORM DRAIN PLAN & PROFILE

SD-B (SHEET 1 OF 2)

CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-2350

DRAWN: RG	DATE	PROJECT #	SHEET
DESIGNED: RG	FEBRUARY 2024	CEL22002	106
REVIEWER: PAH			

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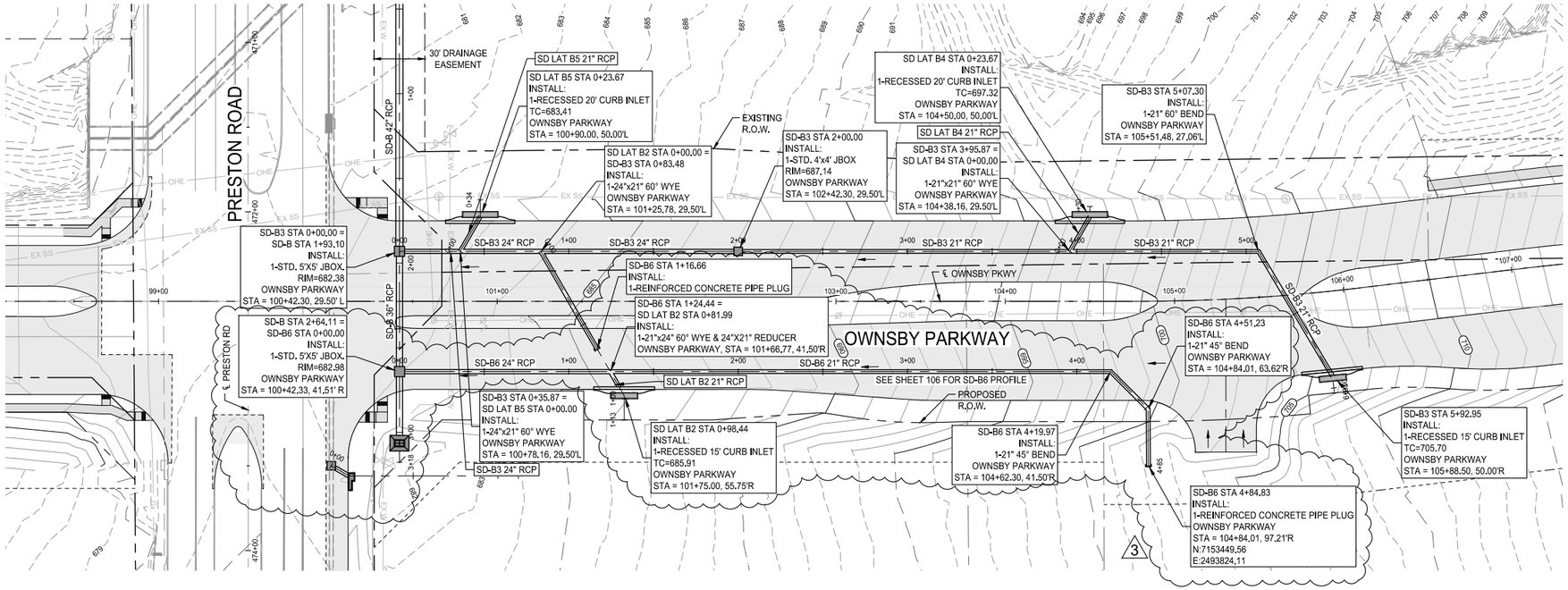
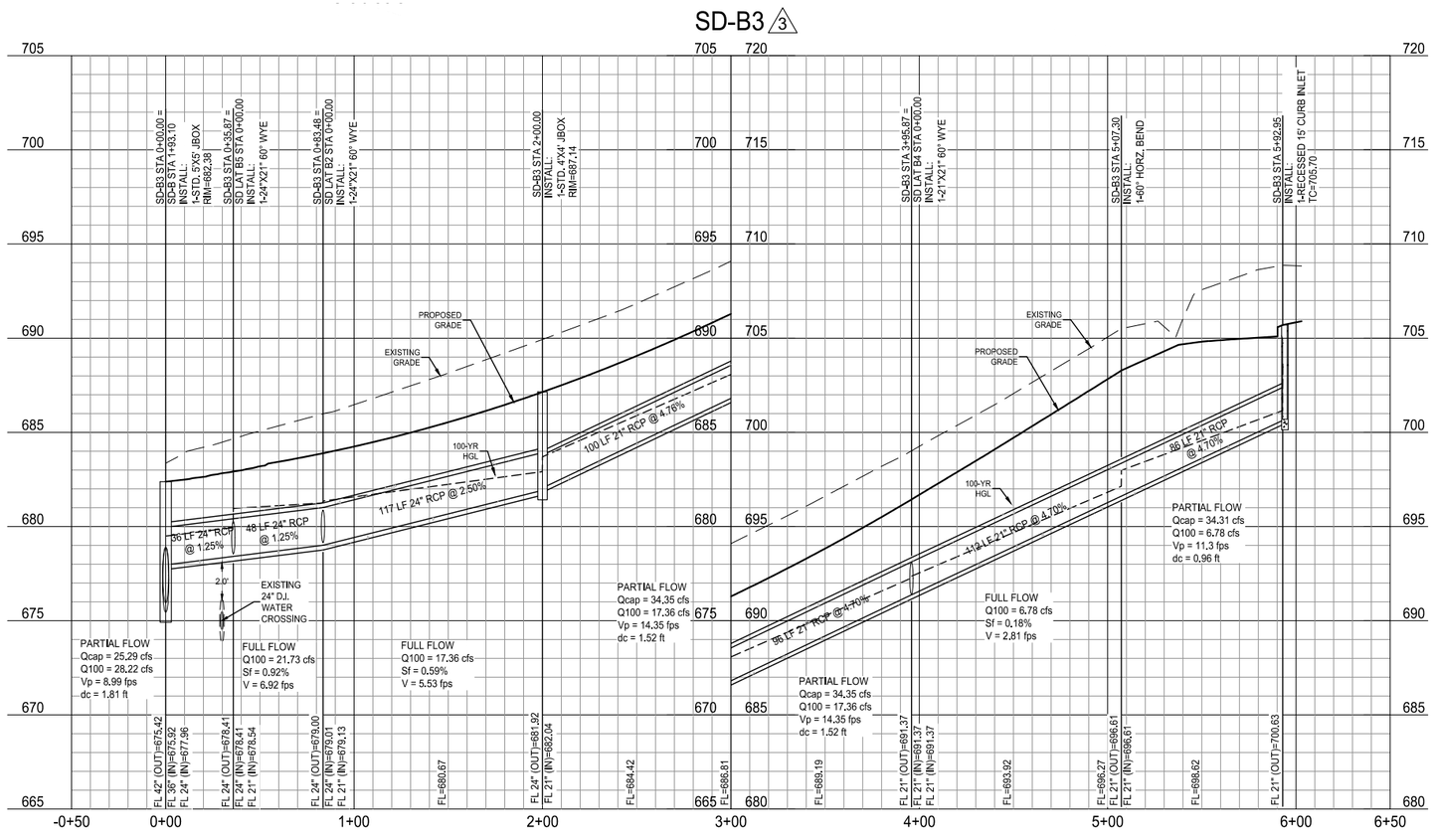
OWNSBY PARKWAY





NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF CELINA	972-382-2682
CITY OF CELINA WATER DEPT.	972-382-3345

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

H: 0 40' 80' SCALE IN FEET

V: 0 4 8 SCALE IN FEET

LEGEND

- 535 — PROPOSED MAJOR CONTOUR
- 534 — PROPOSED MINOR CONTOUR
- 520 — EXISTING MAJOR CONTOUR
- 519 — EXISTING MINOR CONTOUR
- PROPOSED STORM
- PROPOSED FLEXAMAT
- PROPOSED GABION MATRESS

NOTES:

1. CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. STORM CONSTRUCTION WILL INCLUDE FURNISHING AND INSTALLING THE MATERIALS AND ALL STORM DRAIN PIPES, BOXES, INLETS, APPURTENANCES, INCLUDING EXCAVATION, EMBEDMENT AND BACKFILL, AS SHOWN ON THESE PLANS.
3. ALL JUNCTION BOXES TO BE CAST IN PLACE
4. ALL EXISTING UTILITIES TO BE RAISED TO FINAL GRADE.
5. ALL REINFORCED CONCRETE BOX TO BE CAST IN PLACE UNLESS APPROVED OTHERWISE BY THE CITY
6. ALL DRAINAGE OUTFALL STRUCTURES TO BE FORMLINED WITH INTEGRAL COLOR (CITY TO APPROVE OF TEXTURE AND COLOR PRIOR TO CONSTRUCTION).



KEY MAP

STATE OF TEXAS
RAYMON GERGES
128083
LICENSED PROFESSIONAL ENGINEER
2/21/2024

PELOTON LAND SOLUTIONS
TEXAS FIRM NO. 12207

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Revised
02/21/2024

NO	DATE	REVISION
2	9/22/2023	CHANGE ORDER #1
3	2/19/2024	CHANGE ORDER #2

OWNSBY PARKWAY

STORM DRAIN PLAN & PROFILE

SD-B (SHEET 2 OF 2)

CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY. SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: RG	DATE	PROJECT #	SHEET
DESIGNED: RG	FEBRUARY 2024	CEL22002	107
REVIEWER: PAH			

FINAL PLANS

OWNSBY PARKWAY

Drawing: G:\CIVIL\CEL22002_Ownsby_Design\15_Cnst\01_CAD\SHEETS\CEL22002A-STORM
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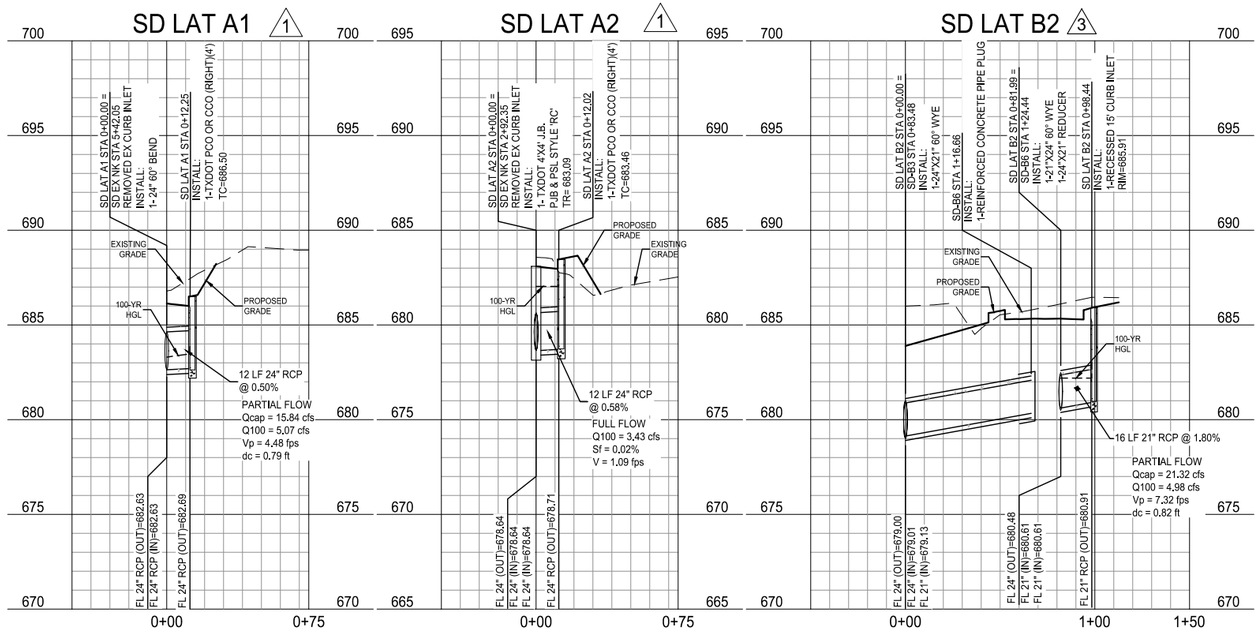

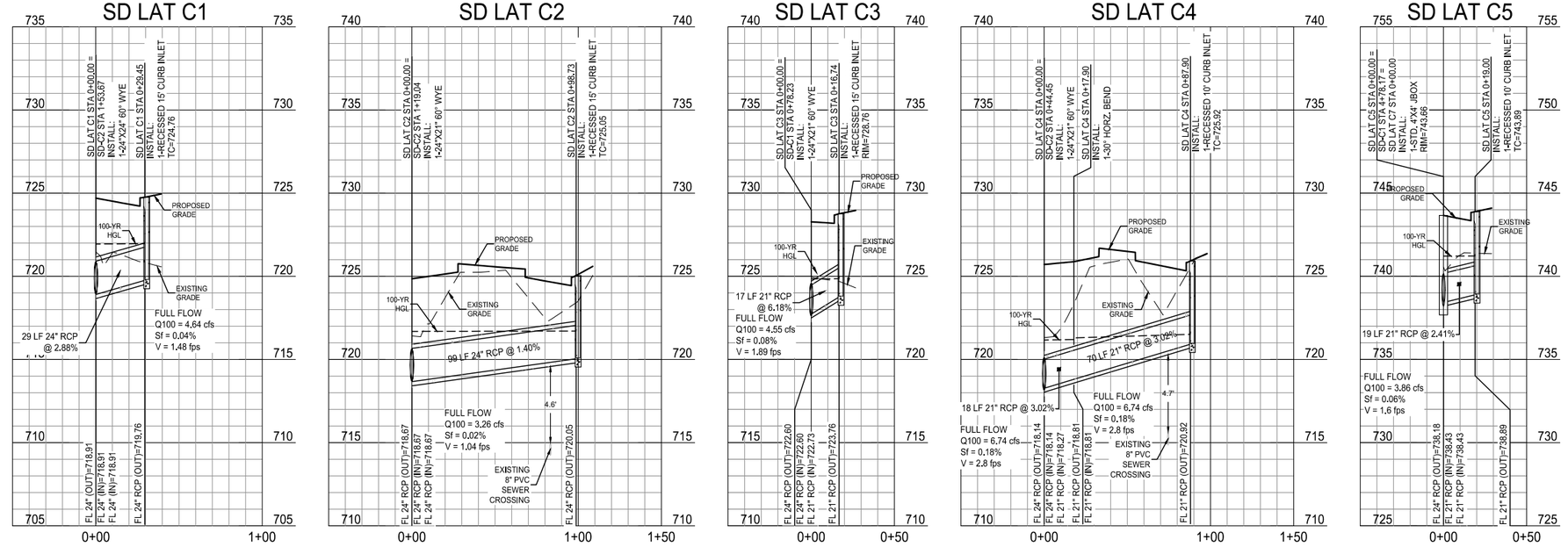

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
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CITY OF CELINA WATER DEPT.	972-382-3345

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

PROFILE SCALES:
1" = 40' HORIZ.
1" = 4' VERT.

LEGEND

NOTES:

1. REFER TO CITY OF CELNA CONSTRUCTION STANDARD DETAILS FOR CONSTRUCTION NOTES AND STANDARD DETAILS.
2. THE CITY OF CELINA DESIGN AND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
3. CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. ALL T.C.E.Q. PIPE SEPARATION REQUIREMENTS MUST BE MET.
5. STORM CONSTRUCTION WILL INCLUDE FURNISHING AND INSTALLING THE MATERIALS AND ALL STORM DRAIN PIPES, BOXES, INLETS, APPURTENANCES, INCLUDING EXCAVATION, EMBEDMENT AND BACKFILL, AS SHOWN ON THESE PLANS.
6. RUBBER GASKETS SHALL BE USED FOR INSTALLATION OF ALL SUBMERGED STORM DRAIN PIPES.

STATE OF TEXAS
RAYMON GERGES
128083
LICENSED PROFESSIONAL ENGINEER
2/21/2024

PELOTON LAND SOLUTIONS
TEXAS FIRM NO. 12207

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Revised
02/21/2024

NO.	DATE	REVISION
1	06/22/23	REVISED STORM DRAIN A1 & A2
2	9/27/2023	CHANGE ORDER #1
3	2/19/2024	CHANGE ORDER #2

OWNSBY PARKWAY

STORM DRAIN LATERAL PROFILES

(SHEET 1 OF 3)

CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: RG	DATE	PROJECT #	SHEET
DESIGNED: RG	FEBRUARY 2024	CEL22002	120
REVIEWER: PAH			

FINAL PLANS

OWNSBY PARKWAY

Drawing: G:\DESIGN\CEL22002_Ownsby\3_Design\3S_Civil\3H_CAD\SHEETS\CEL22002C-SHT06M
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Plot Date/Time: 2/19/2024 4:49 PM

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:	Catherine Oduro
Date:	April 9, 2024
Re:	Add Section of FM 428 under the City of Celina's Jurisdiction RES 2024-19R

Action Requested:
Consider and act on Resolution No. 2024-19R of the City Council of the City of Celina to authorize the removal of a section of FM 428 from TxDOT's jurisdiction of maintenance and control and add the same section to the City's jurisdiction. (Oduro)

Background Information:
Council approved a resolution supporting the expansion and realignment of FM 428 to the east to intersect with SH 289 (Preston Road) using CR 55/West Glendenning Parkway by the Texas Department of Transportation (TxDOT) on March 14, 2023. As part of this agreement, the City of Celina will take responsibility for the maintenance of the north/south section of FM 428 from W Glendenning Parkway to Walnut (FM 455). The proposed resolution is the legal mechanism to authorize this responsibility transfer. The actual transfer will be completed upon the construction of the realigned Glendenning Parkway.

More information can be obtained on the FM 428 realignment project at https://www.keepitmovingdallas.com/FM428.

Legal Review:
Reviewed and approved by City Attorney.

Supporting Documents:
1. RES 2023-16R_FM 428 realignment-Signed
2. RES 2024-19R remove from TX-Dot jurisdiction
3. WFM428 - StarLocationMap

4. WFM428 Exhibit - Aerial
5. CSJ 2678-01-011 (FM428_ALT3) 11.20.20

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. 2023-16R

A RESOLUTION OF THE CITY OF CELINA SUPPORTING THE EXPANSION AND REALIGNMENT OF FM 428 TO THE EAST TO INTERSECT WITH STATE HIGHWAY 289 USING CR 55/W. GLENDENNING PARKWAY

WHEREAS, the City of Celina owns and operates a system of roadways for public use and benefits including County Road (CR) 55, Dallas Parkway Frontage Road and W. Glendening Parkway; and,

WHEREAS, the Collin County (County) owns and operates a system of roadways for public use and benefits including County Road (CR) 1214; and,

WHEREAS, the Texas Department of Transportation (TxDOT) owns and operates a system of highways for public use and benefits including Farm to Market (FM) 428, Farm to Market (FM) 455, United States (US) 380 and State Highway 289 (Preston Road); and,

WHEREAS, the North Texas Tollway Authority (NTTA) owns and operates a system of highways for public use and benefits including Dallas North Tollway (DNT); and,

WHEREAS TxDOT will be improving and expanding FM 428 from approximately 1300 feet west of the Dallas Parkway Frontage Road south bound lanes to Preston Road (SH 289); and,

WHEREAS, the North Texas Tollway Authority (NTTA) will be extending DNT from US 380 to FM 428; and,

WHEREAS, the City of Celina recognizes the realignment of FM 428 to tie into Preston Road (SH 289) in lieu of FM 455 will help to relieve heavy vehicle traffic through City of Celina Downtown thus promoting public safety and travel efficiency; and,

WHERAS, Celina recognizes the realignment of FM 428 process involve bringing portion of CR 1214, CR 55, and W. Glendenning Parkway from approximately 1600 feet east of CR 55 to Preston Road (SH 289) in to TxDOT system; and,

WHEREAS, Celina recognizes the realignment of FM 428 process involves removing the northern section of FM 428 from CR 1214 to FM 455 from the TxDOT system; and,

WHEREAS, TxDOT recognizes to assume ownership and operation of the portion of CR 1214, CR 55, and W. Glendenning Parkway (from approximately 1600 feet east of CR 55 to Preston Road (SH 289)) that will be brought onto the TxDOT system upon completion of the process; and,

WHEREAS, Celina agrees to assume ownership and operation of the northern section of FM 428 from CR 1214 to FM 455 that will be taken off TxDOT system upon completion of the reconstruction process is complete for the new FM 428 alignment; and,

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Celina supports the realignment and expansion of FM 428 to tie into SH 289 in lieu of FM 455.

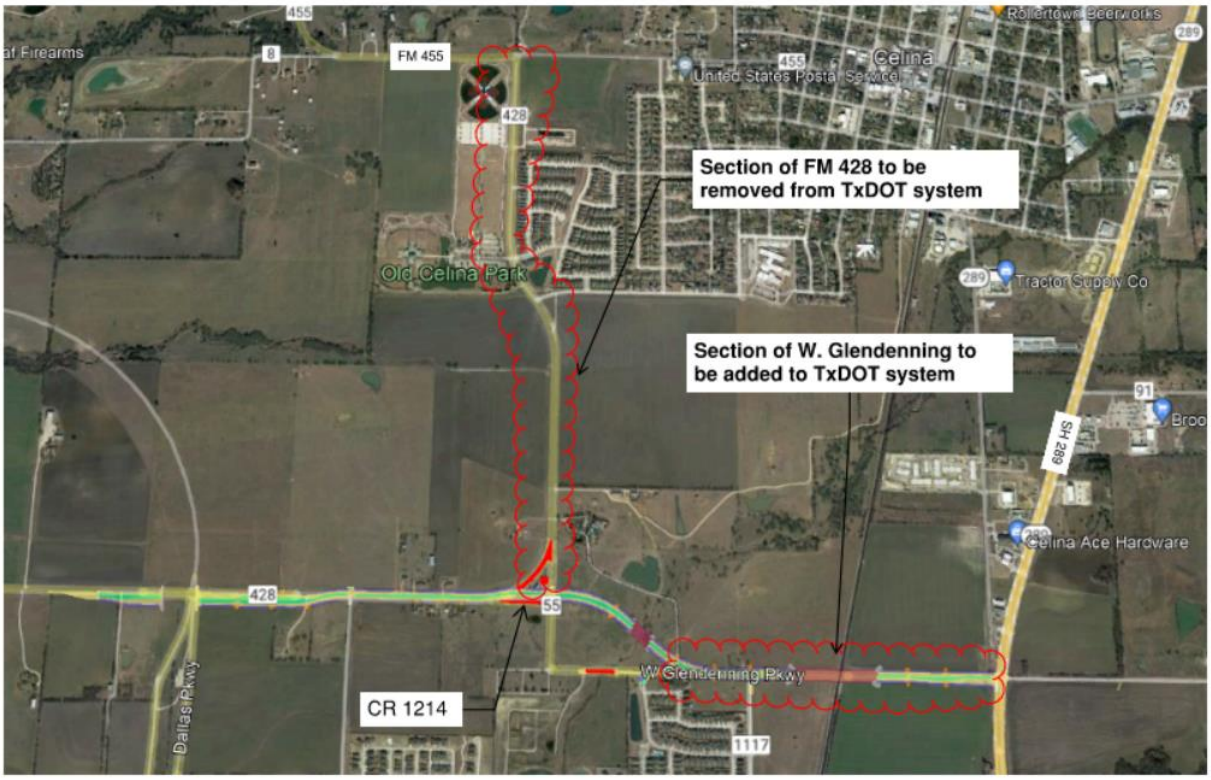
DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of March 2023.

APPROVED:

Sean Terry, Mayor

ATTEST:

Lauren Vaughns, City Secretary


FM 455
Celina
United States Postal Service
Section of FM 428 to be removed from TxDOT system
Old Celina Park
Tractor Supply Co
Section of W. Glendenning to be added to TxDOT system
SH 289
Celina Ace Hardware
428
CR 1214
W Glendenning Pkwy
Dallas Pkwy
1117

RESOLUTION NO. 2024-19R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS REQUESTING THE TRANSFER OF THAT CERTAIN PUBLIC ROADWAY DESCRIBED HEREIN ON EXHIBIT "A" FROM THE TEXAS DEPARTMENT OF TRANSPORTATION TO THE CITY OF CELINA; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CONVEYANCE DOCUMENTS NECESSARY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the "City") wishes to undertake full jurisdiction, control, and maintenance of certain property, for public road purposes, which property is situated within the City of Celina and more particularly described in Exhibit "A" attached hereto, upon completion of construction by the Texas Department of Transportation of the new alignment of FM 428 from CR 55 to SH 289 (CSJ 2678-03-002) (the "Property"); and

WHEREAS, the City will work to maintain and improve the aforementioned property in perpetuity;

WHEREAS, the City Council of the City (the "City Council") has determined that it is in the best interest of the citizens of the City to authorize the City Manager to negotiate and execute any conveyance documents necessary to effectuate the transfer of the Property.

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

Section 1: That the findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: Upon completion of construction by the Texas Department of Transportation of the new alignment of FM 428 from CR 55 to SH 289 (CSJ 2678-03-002), the City Manager is authorized to negotiate and execute conveyance documents to effectuate the transfer of the Property, more particularly described in Exhibit "A" attached hereto, from the State of Texas, by and through the Texas Transportation Commission, to the City. The City shall undertake full jurisdiction, control and maintenance of the Property for public road purposes with the understanding that, if the Property is no longer used for public road purposes, if the unrestricted motor vehicle lanes are reduced in number or width, or if the capacity of the roadway is reduced at all, the property shall immediately and automatically revert to the State of Texas.

Section 3: This Resolution shall become effective upon the date of passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 9th day of April 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

APPROVED AS TO FORM:

_____
Julie Fort, City Attorney

EXHIBIT "A"

NOTES

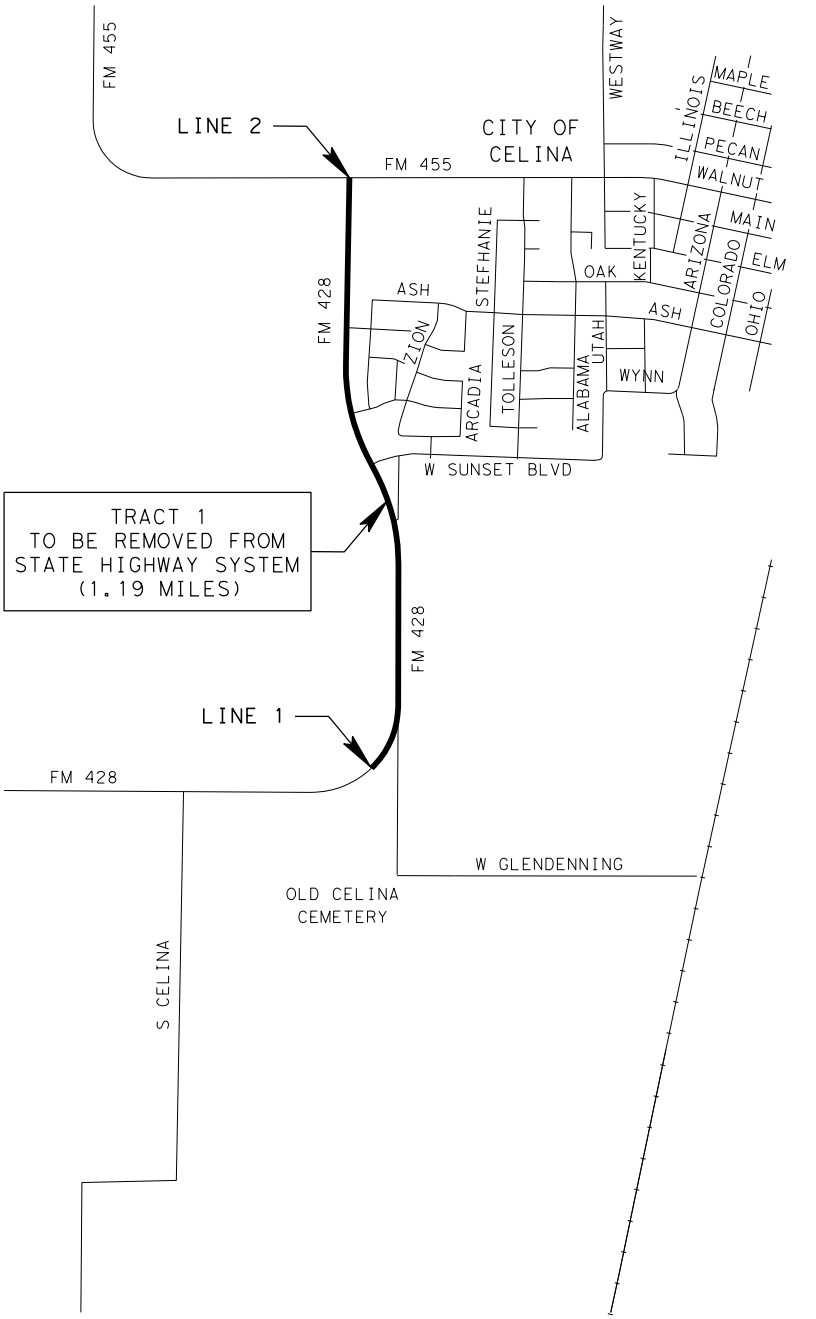
1. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM (NAD83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE, UNLESS OTHERWISE NOTED, AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TxDOT COMBINED SCALE FACTOR OF 1.00015271. UNIT OF MEASUREMENT IS U.S. SURVEY FEET.

2. SURVEY SHOWING EACH END OF THE PORTION OF FM 428 TO BE REMOVED FROM THE STATE HIGHWAY SYSTEM. A METES AND BOUNDS DESCRIPTION OF EVEN DATE FOR EACH LINE ACCOMPANIES THIS LOCATION MAP.

3. ABSTRACTING WAS COMPLETED IN AUGUST, 2023 THROUGH SEPTEMBER, 2023.

LEGEND:

APPARENT EXISTING R.O.W.	
APPROXIMATE SURVEY LINE	SL
EXISTING R.O.W. LINE	
PROPERTY LINE	PL
LINE SURVEY LINE	
TxDOT TYPE II CONCRETE MONUMENT FOUND	
MONUMENT FOUND (SIZE & TYPE NOTED)	
CALCULATED POINT	
5/8 INCH IRON ROD WITH A 1-3/4 INCH PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET (UNLESS OTHERWISE NOTED)	
ACRES	AC.
DEED RECORDS OF COLLIN COUNTY, TEXAS	D.R.C.C.T.
FARM TO MARKET ROAD	FM
OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS	O.P.R.C.C.T.
POINT OF BEGINNING	P.O.B.
POINT OF COMMENCING	P.O.C.
RIGHT	RT.
RIGHT-OF-WAY	R.O.W.



I, CHRIS T. ABBOTT, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING DESCRIPTION OF EVEN DATE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

9/28/23

CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6407
GORRONDONA & ASSOCIATES, INC.
2800 NE LOOP 820, SUITE 660
FORT WORTH, TEXAS 76137
PHONE: 817-496-1424
FAX: 817-496-1768
TEXAS FIRM NO. 10106900

STATE OF TEXAS
REGISTERED
CHRIS T. ABBOTT
6407
PROFESSIONAL
LAND SURVEYOR

N

GRAPHIC SCALE
2,000′ 0 1,000′ 2,000′
1" = 2,000′

09/28/2023

© 2023

Texas Department of Transportation

PARCEL PLAT SHOWING
SURPLUS RIGHT-OF-WAY TRACT 1

FEDERAL AID PROJECT NO. N/A	FM 428		STATE DISTRICT NO. 18
SCALE 1" = 50′	FILE 276801011_TRACT1_PG01	R.O.W.-C.S.J NO. 2768-01-011	COUNTY COLLIN

PARCEL NUMBER	LINE 1 & LINE 2	
	ACRES	SQUARE FEET
ACQUISITION	N/A	N/A
PARENT AREA	N/A	N/A
REMAINDER AREA	N/A	N/A

EXHIBIT "A"

County: Collin
Highway: FM 428
Project Limits: From FM 455 to 1.19 miles south along FM 428
Const. CSJ: 2678-01-011

Surplus Right-of-Way Tract 1
Line Description 1

Description of a line situated in Buffalo Bayou, Brazos and Colorado Rail-Way Survey, Abstract No. 132, in the City of Celina, Collin County, Texas, it being the intent of the line description to convey the land north of this line to the City of Celina and the land south of this line to be retained by the State of Texas, said line being determined from the right-of-way map and documents for FM 428 on file at the Texas Department of Transportation, Dallas District Headquarters in Mesquite, Texas, said line more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the northeast corner of a called 28.282 acre tract of land described as Tract 9 in deed to Old Celina, LTD as recorded in Instrument No. 20180201000132590 of the Official Public Records of Collin County, Texas, said 1/2 inch iron rod being the southeast corner of a called 28.15 acre tract of land described as North Tract in deed to Sandra Osborne Short as recorded in Volume 2325, Page 801 of the Deed Records of Collin County, Texas, said 1/2 inch iron rod being in the west line of a called 4.630 acre tract of land described in deed to the State of Texas as recorded in Volume 591, Page 53 of said Deed Records of Collin County, Texas, said 1/2 iron rod also being in the existing west right-of-way line of FM 428 (right-of-way width vaires);

THENCE, South 00 degrees 33 minutes 39 seconds East, with the east line of said called 28.282 acre tract of land, with the west line of said called 4.630 acre tract of land and with the existing west right-of-way line of said FM 428, a distance of 82.92 feet to a calculated point for an angle point, from which a 1/2 inch iron rod found for reference bears North 66 degrees 17 minutes 45 seconds West, a distance of 0.46 feet;

THENCE, South 01 degrees 15 minutes 21 seconds West, with the east line of said called 28.282 acre tract of land, with the west line of said called 4.630 acre tract of land and with the existing west right-of-way line of said FM 428, a distance of 316.00 feet to a 1/2 inch iron rod found for an angle point;

EXHIBIT "A"

THENCE, South 08 degrees 03 minutes 21 seconds West, with the southeasterly line of said called 28.282 acre tract of land, with the northwesterly line of said called 4.630 acre tract of land and with the existing northwesterly right-of-way line of said FM 428, a distance of 264.40 feet to a calculated point for an angle point, from which a 1/2 inch iron rod found for reference bears South 17 degrees 43 minutes 19 seconds West, a distance of 0.51 feet;

THENCE, South 19 degrees 19 minutes 21 seconds West, with the southeasterly line of said called 28.282 acre tract of land, with the northwesterly line of said called 4.630 acre tract of land and with the existing northwesterly right-of-way line of said FM 428, a distance of 94.20 feet to a calculated point for the beginning of a curve to the right having a radius of 773.51 feet, a central angle of 07 degrees 23 minutes 13 seconds, and whose chord bears South 30 degrees 01 minutes 23 seconds West, a distance of 99.66 feet, from which a 1/2 inch iron rod found for reference bears South 60 degrees 38 minutes 02 seconds East, a distance of 0.49 feet;

THENCE, with the southeasterly line of said called 28.282 acre tract of land, with the northwesterly line of said called 4.630 acre tract of land and with the existing northwesterly right-of-way line of said FM 428 and with said curve to the right, an arc length of 99.72 feet to a 5/8 inch iron rod with a 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for the **POINT OF BEGINNING** and having surface coordinates of N=7,164,114.93 and E=2,488,101.28;

(1) **THENCE,** South 56 degrees 19 minutes 21 seconds East, a distance of 88.83 feet to a 5/8 inch iron rod with a 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set in the northwesterly line of a called 2-1/2 acre tract of land described in deed to Charles Ray Huddleston as recorded in Instrument No. 20121227001641490 of said Official Public Records of Collin County, Texas, said 5/8 inch iron rod with a 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being in the southeasterly line of said called 4.630 acre tract of land, said 5/8 inch iron rod with a 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being in the existing southeasterly right-of-way line of said FM 428, said 5/8 inch iron rod with a 1-3/4 inch pink plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" also having surface coordinates of N=7,164,065.67 and E=2,488,175.20;

EXHIBIT "A"

NOTES:
The basis of bearing is the Texas State Plane Coordinate System of 1983 North Central Zone (4202), North American Datum (NAD83), 2011 adjustment, EPOCH 2010.00. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TXDOT combined scale factor of 1.00015271. Unit of measurement is U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this line description.

Abstracting was completed in August, 2023 through September, 2023.

I, Chris T. Abbott, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat of even date is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

9/28/23

Chris T. Abbott
Registered Professional Land Surveyor No. 6407
Gorrondona & Associates, Inc.
2800 NE Loop 820, Suite 660
Fort Worth, Texas 76137
Office 817-496-1424 Fax 817-496-1768
Texas Firm No. 10106900



EXHIBIT "A"

NOTES

1. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM (NAD83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE, UNLESS OTHERWISE NOTED, AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TxDOT COMBINED SCALE FACTOR OF 1.00015271. UNIT OF MEASUREMENT IS U.S. SURVEY FEET.

2. A DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

3. ABSTRACTING WAS COMPLETED IN AUGUST, 2023 THROUGH SEPTEMBER, 2023.

LEGEND:

APPARENT EXISTING R.O.W.	
APPROXIMATE SURVEY LINE	SL
EXISTING R.O.W. LINE	
PROPERTY LINE	PL
LINE SURVEY LINE	
TxDOT TYPE II CONCRETE MONUMENT FOUND	▣
MONUMENT FOUND (SIZE & TYPE NOTED)	●
CALCULATED POINT	△
5/8 INCH IRON ROD WITH A 1-3/4 INCH PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET (UNLESS OTHERWISE NOTED)	○
ACRES	AC.
DEED RECORDS OF COLLIN COUNTY, TEXAS	D.R.C.C.T.
FARM TO MARKET ROAD	FM
OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS	O.P.R.C.C.T.
POINT OF BEGINNING	P.O.B.
POINT OF COMMENCING	P.O.C.
RIGHT	RT.
RIGHT-OF-WAY	R.O.W.

I, CHRIS T. ABBOTT, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING DESCRIPTION OF EVEN DATE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

9/28/23

CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6407
GORRONDONA & ASSOCIATES, INC.
2800 NE LOOP 820, SUITE 660
FORT WORTH, TEXAS 76137
PHONE: 817-496-1424
FAX: 817-496-1768
TEXAS FIRM NO. 10106900

STATE OF TEXAS
REGISTERED
CHRIS T. ABBOTT
6407
PROFESSIONAL
LAND SURVEYOR

09/28/2023

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Texas Department of Transportation

PARCEL PLAT SHOWING
SURPLUS RIGHT-OF-WAY TRACT 1
LINE SURVEY 1

FEDERAL AID PROJECT NO.		STATE DISTRICT NO.
N/A	FM 428	18

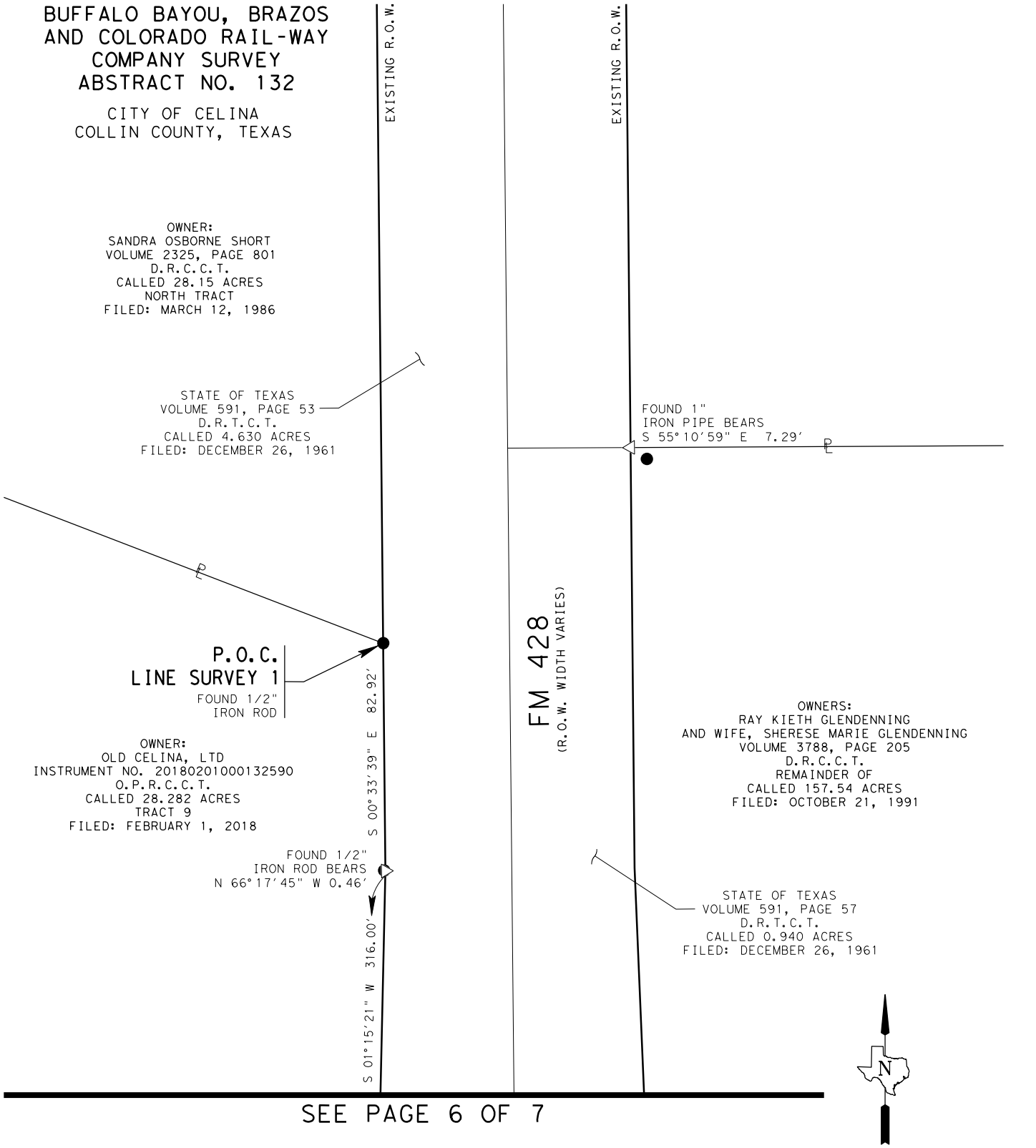
SCALE	FILE	R.O.W.-C.S.J NO.	COUNTY
1" = 50'	276801011_LINESURVEY1_PG04	2768-01-011	COLLIN

PARCEL NUMBER	LINE SURVEY 1	
	ACRES	SQUARE FEET
ACQUISITION	N/A	N/A
PARENT AREA	N/A	N/A
REMAINDER AREA	N/A	N/A

EXHIBIT "A"

BUFFALO BAYOU, BRAZOS AND COLORADO RAIL-WAY COMPANY SURVEY
ABSTRACT NO. 132

CITY OF CELINA
COLLIN COUNTY, TEXAS



SEE PAGE 6 OF 7

09/28/2023

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Texas Department of Transportation

PARCEL PLAT SHOWING
SURPLUS RIGHT-OF-WAY TRACT 1
LINE SURVEY 1

FEDERAL AID PROJECT NO.		STATE DISTRICT NO.
N/A	FM 428	18
SCALE	FILE / R.O.W.-C.S.J NO.	COUNTY
1" = 50'	276801011_LINESURVEY1_PG05 / 2768-01-011	COLLIN

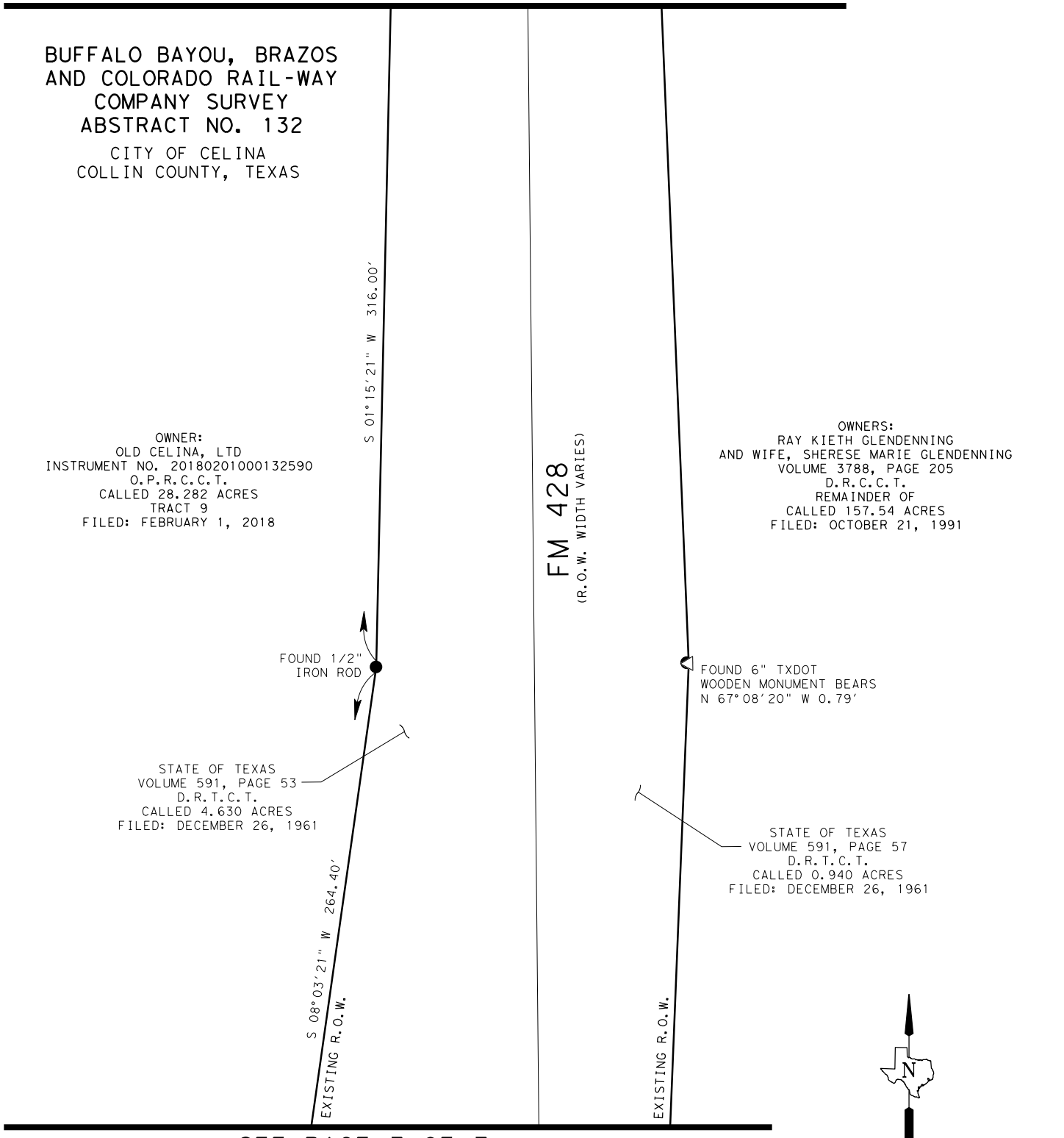
PARCEL NUMBER	LINE SURVEY 1	
	ACRES	SQUARE FEET
ACQUISITION	N/A	N/A
PARENT AREA	N/A	N/A
REMAINDER AREA	N/A	N/A

EXHIBIT "A"

SEE PAGE 5 OF 7

BUFFALO BAYOU, BRAZOS
AND COLORADO RAIL-WAY
COMPANY SURVEY
ABSTRACT NO. 132

CITY OF CELINA
COLLIN COUNTY, TEXAS



SEE PAGE 7 OF 7

09/28/2023

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Texas Department of Transportation

PARCEL PLAT SHOWING
SURPLUS RIGHT-OF-WAY TRACT 1
LINE SURVEY 1

FEDERAL AID PROJECT NO.		STATE DISTRICT NO.
N/A	FM 428	18
SCALE	FILE / R.O.W.-C.S.J NO.	COUNTY
1" = 50'	276801011_LINESURVEY1_PG06 / 2768-01-011	COLLIN

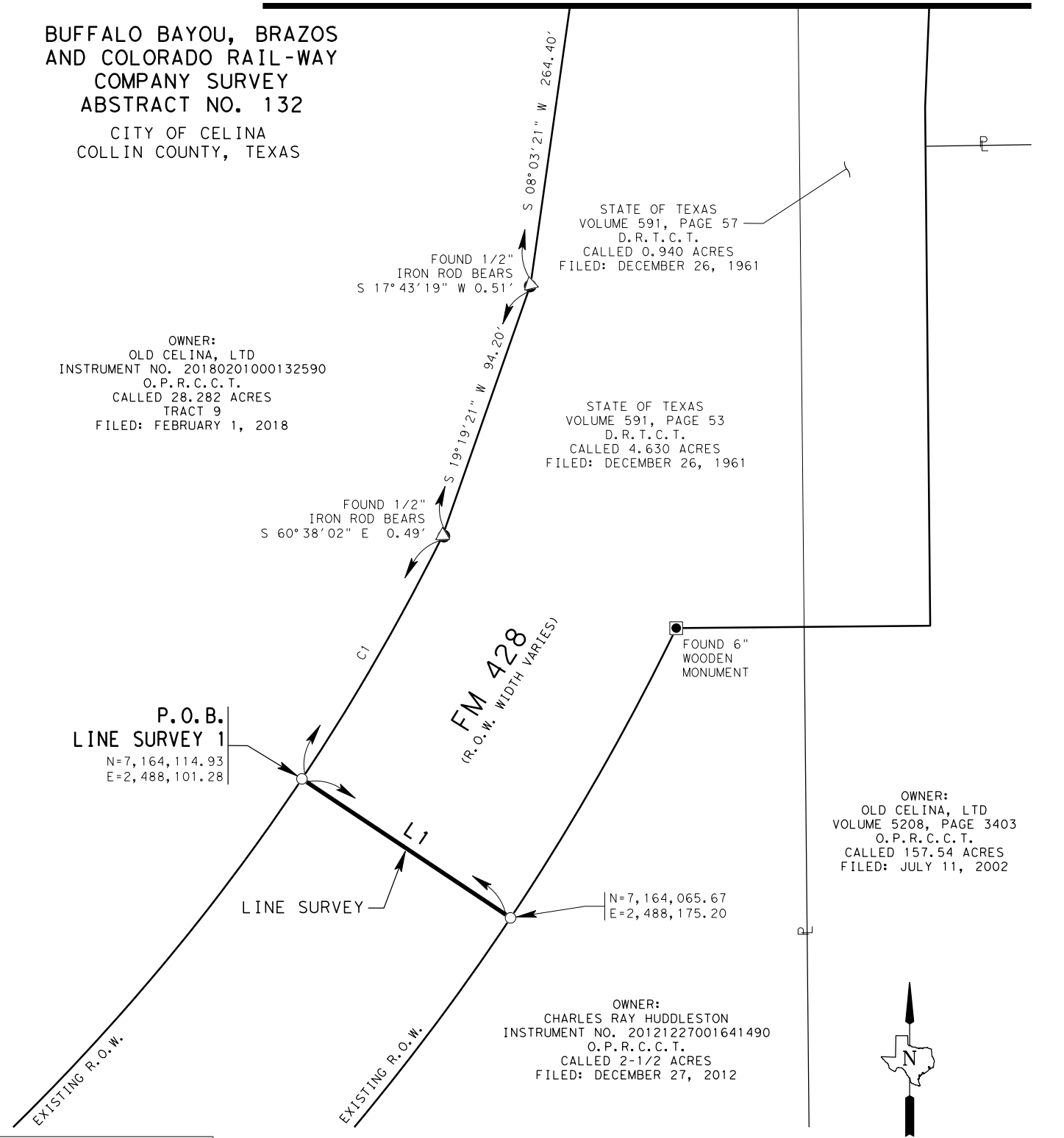
PARCEL NUMBER	LINE SURVEY 1	
	ACRES	SQUARE FEET
ACQUISITION	N/A	N/A
PARENT AREA	N/A	N/A
REMAINDER AREA	N/A	N/A

EXHIBIT "A"

SEE PAGE 6 OF 7

BUFFALO BAYOU, BRAZOS AND COLORADO RAIL-WAY COMPANY SURVEY ABSTRACT NO. 132

CITY OF CELINA
COLLIN COUNTY, TEXAS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 56°19'21" E	88.83'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	773.51'	07°23'13" (RT.)	S 30°01'23" W	99.66'	99.72'

09/28/2023

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Texas Department of Transportation

PARCEL PLAT SHOWING
SURPLUS RIGHT-OF-WAY TRACT 1
LINE SURVEY 1

FEDERAL AID PROJECT NO.		STATE DISTRICT NO.
N/A	FM 428	18
SCALE	FILE / R.O.W.-C.S.J NO.	COUNTY
1" = 50'	276801011_LINESURVEY1_PG07 / 2768-01-011	COLLIN

PARCEL NUMBER	LINE SURVEY 1	
	ACRES	SQUARE FEET
ACQUISITION	N/A	N/A
PARENT AREA	N/A	N/A
REMAINDER AREA	N/A	N/A

EXHIBIT "A"

County: Collin
Highway: FM 428
Project Limits: From FM 455 to 1.19 miles south along FM 428
Const. CSJ: 2678-01-011

Surplus Right-of-Way Tract 2
Line Description 2

Description of a line situated in the Memphis, El Paso and Pacific Railroad Company Survey, Abstract No. 644 and the Henry Bently Survey, Abstract No. 124, in the City of Celina, Collin County, Texas, it being the intent of the line description to convey the land south of this line to the City of Celina and the land north of this line to be retained by the State of Texas, said line being determined from the right-of-way map and documents for FM 428 on file at the Texas Department of Transportation, Dallas District Headquarters in Mesquite, Texas, said line more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found for the most northerly northwest corner of a called 15.52 acre tract of land described in deed to Nadim F. Nimeh, M.D., Trustees of the Nadim F. Nimeh Family Trust as recorded in Instrument No. 20110126000102110 of the Official Public Records of Collin County, Texas, said 3/8 inch iron rod being the northeast corner of a called 3.703 acre tract of land described in deed to the State of Texas as recorded in Volume 592, Page 534 of the Deed Records of Collin County, Texas, said 3/8 inch iron rod being in the south line of a called 5.317 acre tract of land described in deed to the State of Texas as recorded in Condemnation No. 11, 12 (no deed of record found), said 3/8 inch iron rod being the intersection of the existing east right-of-way line of FM 428 (right-of-way width varies) with the existing south right-of-way line of FM 455 (right-of-way width varies), said 3/8 inch iron rod also having surface coordinates of N=7,170,191.24 and E=2,487,770.01;

EXHIBIT "A"

(1) **THENCE,** South 83 degrees 51 minutes 37 seconds West, with the north line of said called 3.703 acre tract of land and with the south line of said called 5.317 acre tract of land, passing at a distance of 74.94 feet, a calculated point being the northwest corner of said called 3.703 acre tract of land, the southwest corner of said called 5.317 acre tract of land, the northeast corner of a called 2.455 acre tract of land described in deed to the State of Texas as recorded in Volume 591, Page 59 of said Deed Records of Collin County, Texas, and the southwest corner of a called 2.334 acre tract of land described in deed to the State of Texas as recorded in Volume 415, Page 333 of said Deed Records of Collin County, Texas, in all, a distance of 149.04 feet to a 1/2 inch iron rod found for the most northerly northeast corner of a called 14.606 acre tract of land described in deed to the City of Celina as recorded in Instrument No. 20160404000396090 of said Official Public Records of Collin County, Texas, said 1/2 inch iron rod being the northwest corner of said called 2.455 acre tract of land, said 1/2 inch iron rod being in the south line of said called 2.334 acre tract of land, said 1/2 inch iron rod also being the intersection of the existing west right-of-way line of said FM 428 with the existing south right-of-way line of said FM 455, said 1/2 inch iron rod also having surface coordinates of N=7,170,175.30 and E=2,487,621.82;

EXHIBIT "A"

NOTES

1. THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM (NAD83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE, UNLESS OTHERWISE NOTED, AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TxDOT COMBINED SCALE FACTOR OF 1.00015271. UNIT OF MEASUREMENT IS U.S. SURVEY FEET.

2. A DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

3. ABSTRACTING WAS COMPLETED IN AUGUST, 2023 THROUGH SEPTEMBER, 2023.

LEGEND:

APPARENT EXISTING R.O.W.	
APPROXIMATE SURVEY LINE	SL
EXISTING R.O.W. LINE	
PROPERTY LINE	PL
LINE SURVEY LINE	
TxDOT TYPE II CONCRETE MONUMENT FOUND	▣
MONUMENT FOUND (SIZE & TYPE NOTED)	●
CALCULATED POINT	△
5/8 INCH IRON ROD WITH A 1-3/4 INCH PINK PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET (UNLESS OTHERWISE NOTED)	○
ACRES	AC.
DEED RECORDS OF COLLIN COUNTY, TEXAS	D.R.C.C.T.
FARM TO MARKET ROAD	FM
OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS	O.P.R.C.C.T.
POINT OF BEGINNING	P.O.B.
POINT OF COMMENCING	P.O.C.
RIGHT	RT.
RIGHT-OF-WAY	R.O.W.

I, CHRIS T. ABBOTT, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING DESCRIPTION OF EVEN DATE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

9/28/23

CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6407
GORRONDONA & ASSOCIATES, INC.
2800 NE LOOP 820, SUITE 660
FORT WORTH, TEXAS 76137
PHONE: 817-496-1424
FAX: 817-496-1768
TEXAS FIRM NO. 10106900

STATE OF TEXAS
REGISTERED
CHRIS T. ABBOTT
6407
PROFESSIONAL
LAND SURVEYOR

09/28/2023

© 2023

Texas Department of Transportation

PARCEL PLAT SHOWING
SURPLUS RIGHT-OF-WAY TRACT 2
LINE SURVEY 2

FEDERAL AID PROJECT NO.		STATE DISTRICT NO.
N/A	FM 428	18

SCALE	FILE	R.O.W.-C.S.J NO.	COUNTY
1" = 50'	276801011_LINESURVEY2_PG04	2768-01-011	COLLIN

PARCEL NUMBER	LINE SURVEY 2	
	ACRES	SQUARE FEET
ACQUISITION	N/A	N/A
PARENT AREA	N/A	N/A
REMAINDER AREA	N/A	N/A

EXHIBIT "A"

NOTES:
The basis of bearing is the Texas State Plane Coordinate System of 1983 North Central Zone (4202), North American Datum (NAD83), 2011 adjustment, EPOCH 2010.00. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TXDOT combined scale factor of 1.00015271. Unit of measurement is U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this line description.

Abstracting was completed in August, 2023 through September, 2023.

I, Chris T. Abbott, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat of even date is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

9/28/23

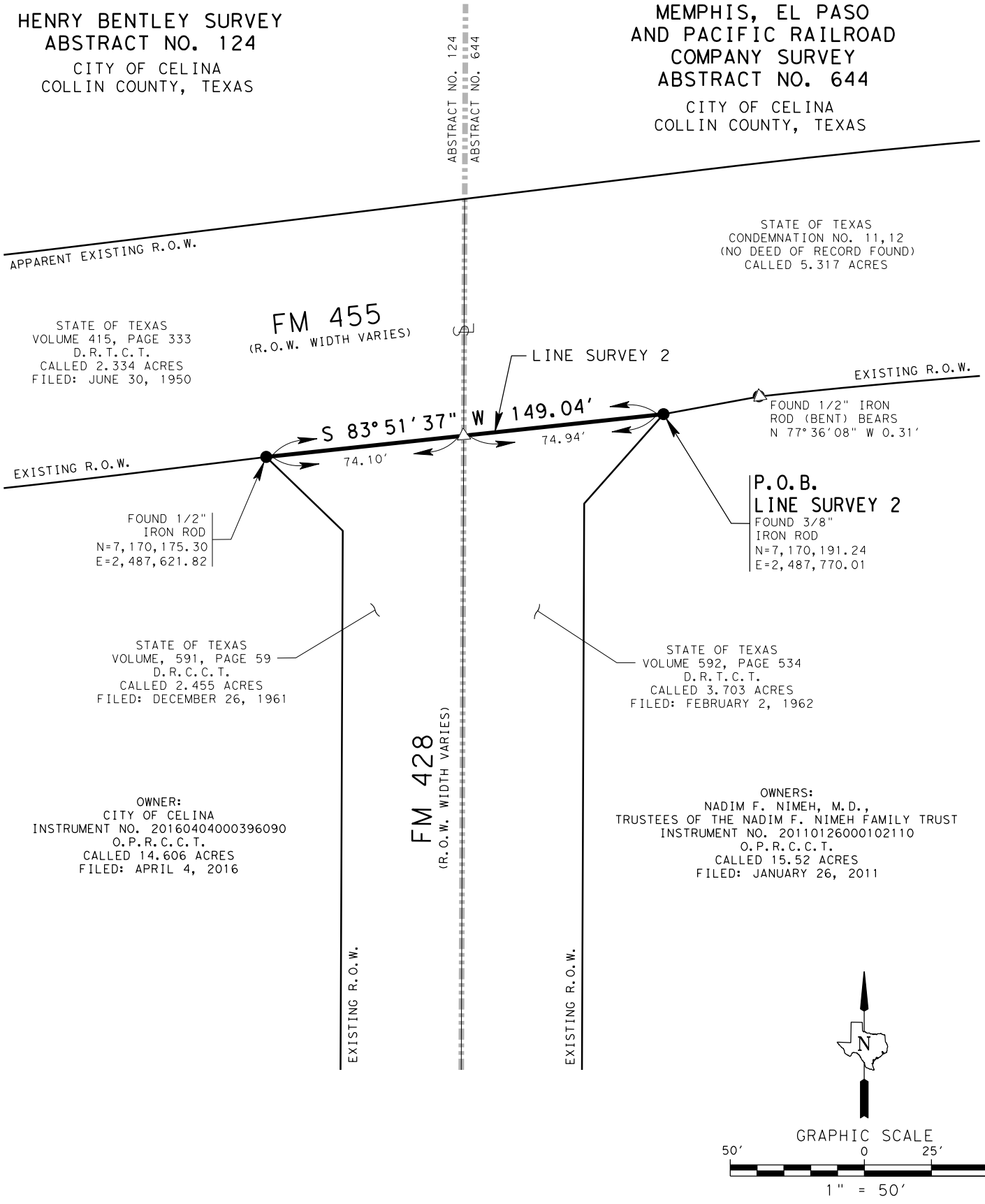
Chris T. Abbott
Registered Professional Land Surveyor No. 6407
Gorrondona & Associates, Inc.
2800 NE Loop 820, Suite 660
Fort Worth, Texas 76137
Office 817-496-1424 Fax 817-496-1768
Texas Firm No. 10106900



EXHIBIT "A"

HENRY BENTLEY SURVEY
ABSTRACT NO. 124
CITY OF CELINA
COLLIN COUNTY, TEXAS

MEMPHIS, EL PASO
AND PACIFIC RAILROAD
COMPANY SURVEY
ABSTRACT NO. 644
CITY OF CELINA
COLLIN COUNTY, TEXAS



09/28/2023

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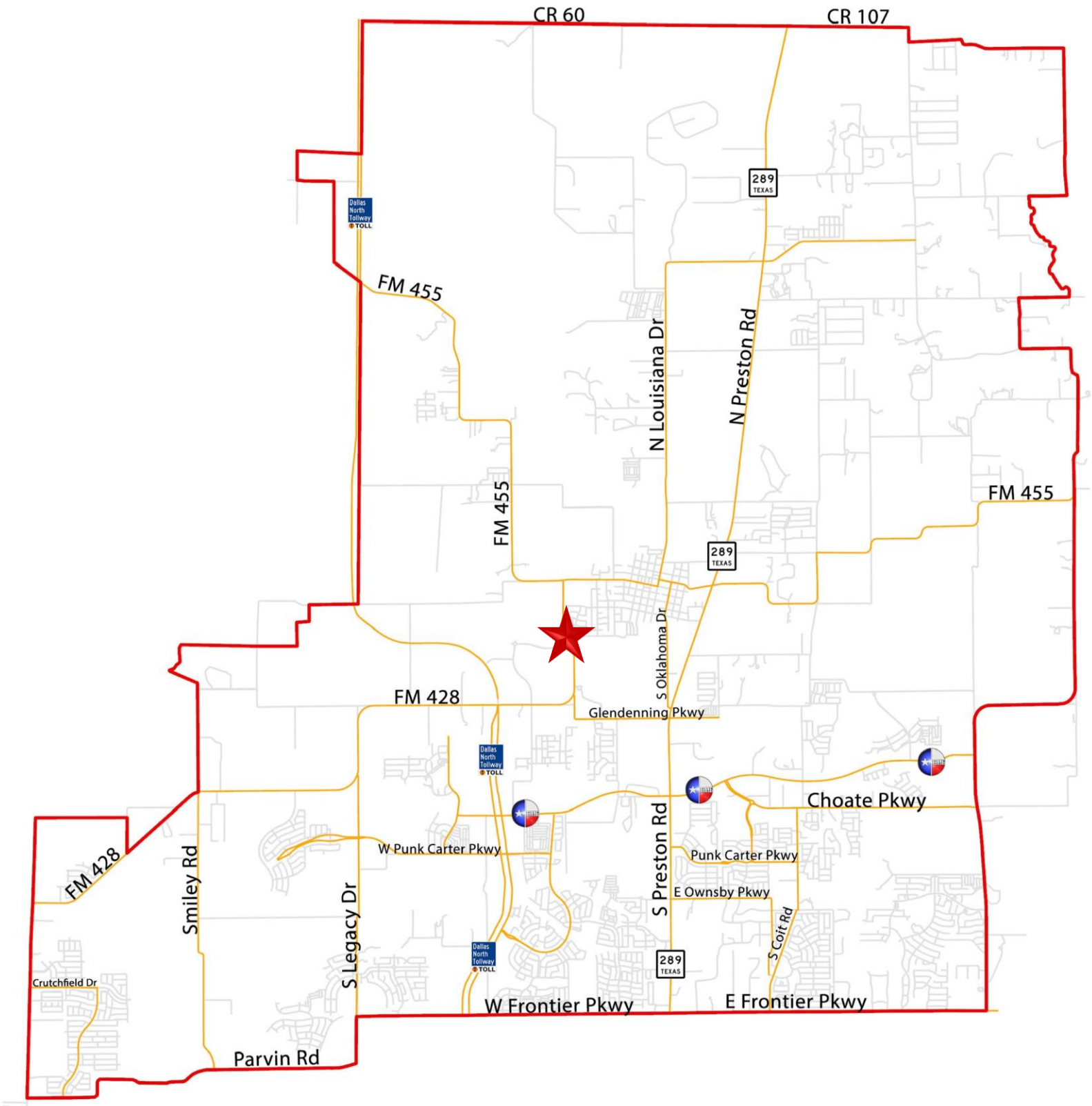
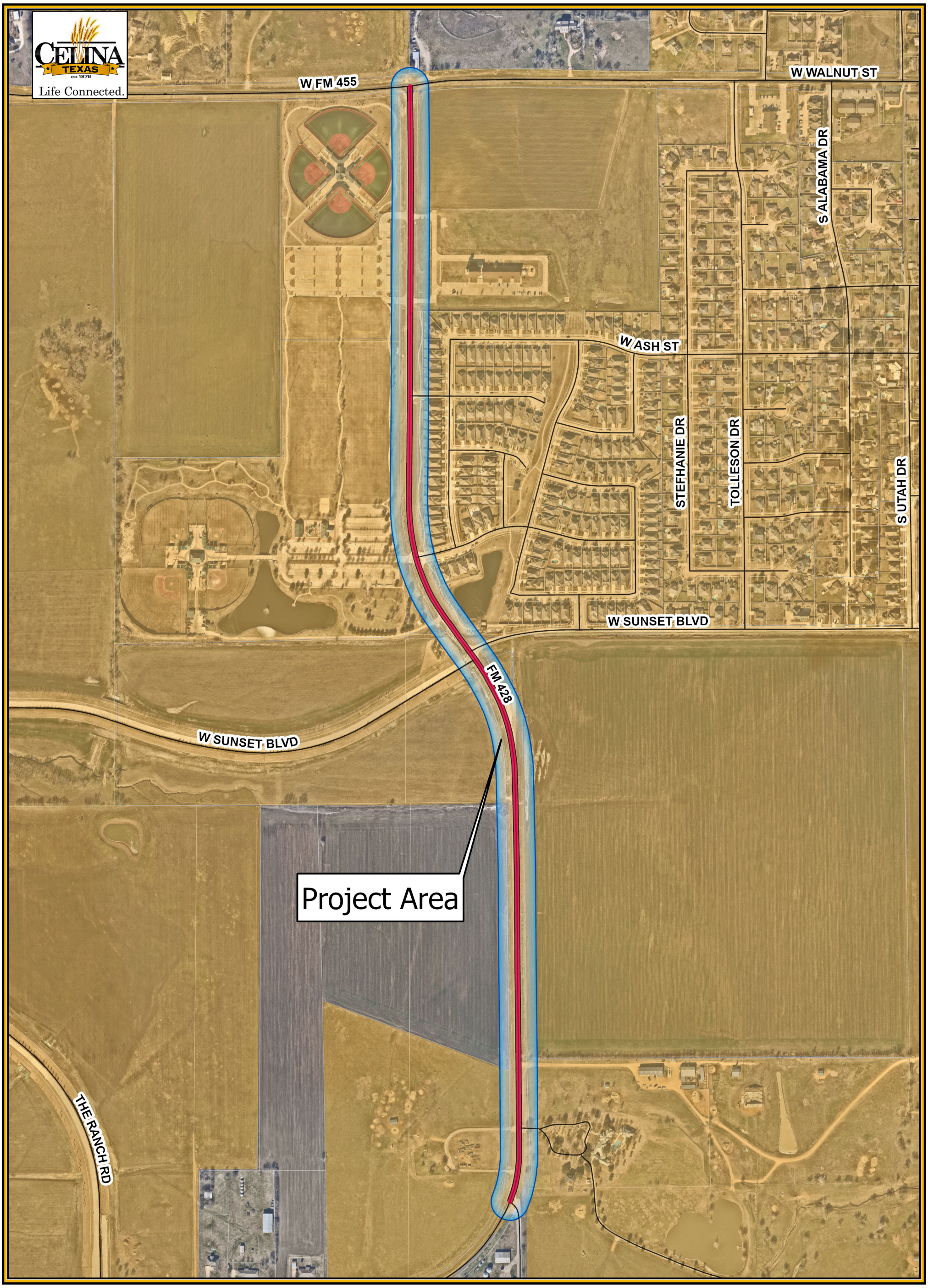
Texas Department of Transportation

PARCEL PLAT SHOWING
SURPLUS RIGHT-OF-WAY TRACT 2
LINE SURVEY 2

FEDERAL AID PROJECT NO.		STATE DISTRICT NO.
N/A	FM 428	18
SCALE	FILE / R.O.W.-C.S.J NO.	COUNTY
1" = 50'	276801011_LINESURVEY2_PG05 / 2768-01-011	COLLIN

PARCEL NUMBER	LINE SURVEY 2	
	ACRES	SQUARE FEET
ACQUISITION	N/A	N/A
PARENT AREA	N/A	N/A
REMAINDER AREA	N/A	N/A


CR 60
CR 107
289
TEXAS
Dallas North Tollway TOLL
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
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
S Coit Rd
FM 428
Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



Legend

- Roads
- W FM 428
- Project Area
- City Limits
- Parcels

W FM 428

City of Celina

3/19/2024

N W E S

0 500 1,000

Feet

11/13/2020

Texas Department of Transportation ®

DALLAS DISTRIC
DESIGN SCHEMATIC
MOHAMED K. BUR, P.E.
DISTRIC ENGINEER
COLLIN COUNTY

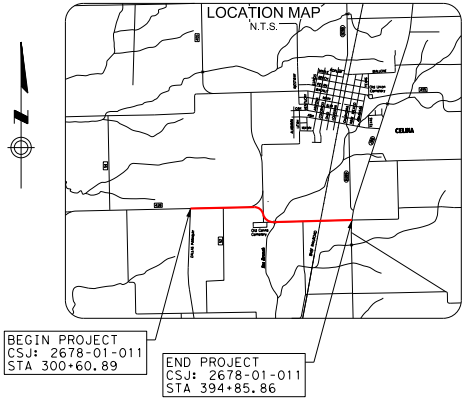
FM 428
ALTERNATIVE 3

FROM: DALLAS PARKWAY TO
SH 289/PRESTON ROAD
CSJ: 2678-01-011

FUNCTIONAL CLASS: URBAN COLLECTOR

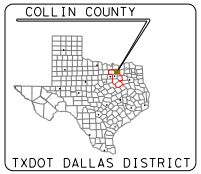
DESIGN SPEED: 45 MPH (FM 428, CR 52, CR 55)
30 MPH (CR 1117, LOCAL STREETS)

PROJECT LENGTH: 1.7 MILES


LOCATION MAP
N.T.S.
CELINA

BEGIN PROJECT
CSJ: 2678-01-011
STA 300+60.89

END PROJECT
CSJ: 2678-01-011
STA 394+85.86


COLLIN COUNTY
TXDOT DALLAS DISTRICT

TEXAS COUNTY MAP
N.T.S.

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

RYAN J. LAGSDING	113021	NOVEMBER 16, 2020
NAME	P.E. NO.	DATE

HNTB CORPORATION
TBPE FIRM #F-420

HNTB
HNTB Corporation
The HNTB Companies
Engineers Architects Planners

0 100 200
HORIZONTAL
0 10 20
VERTICAL

DATE SUBMITTED:
DATE APPROVED:

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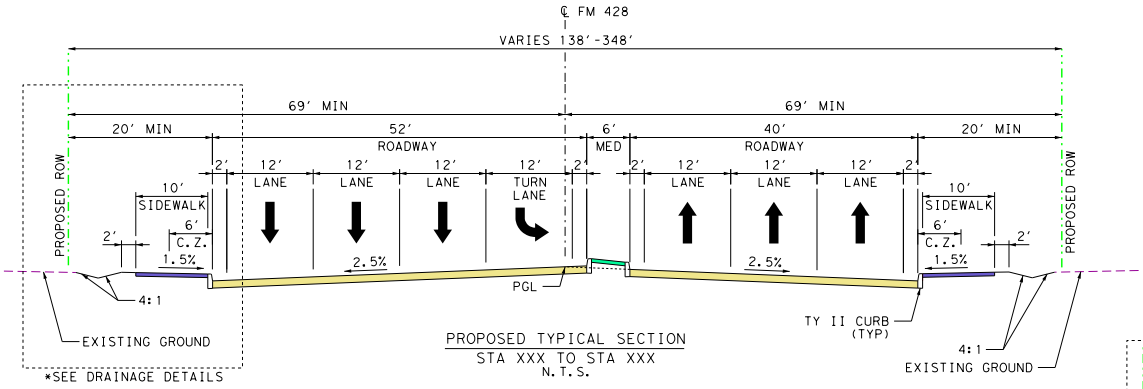
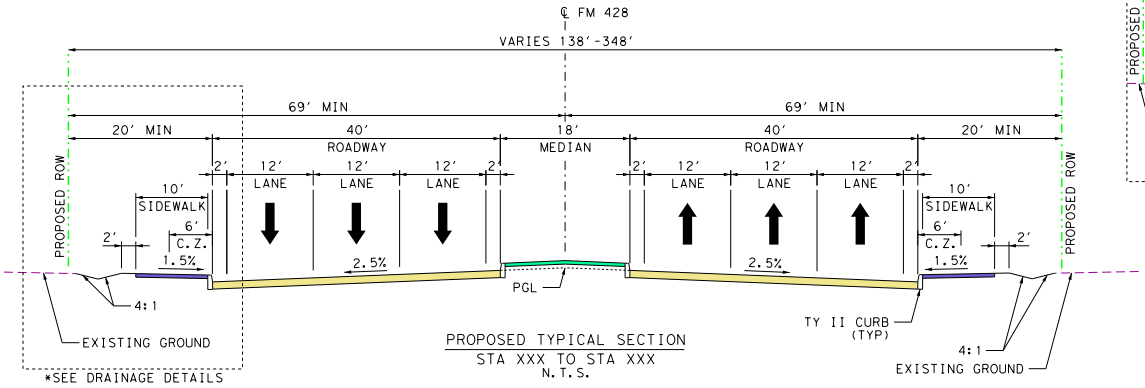
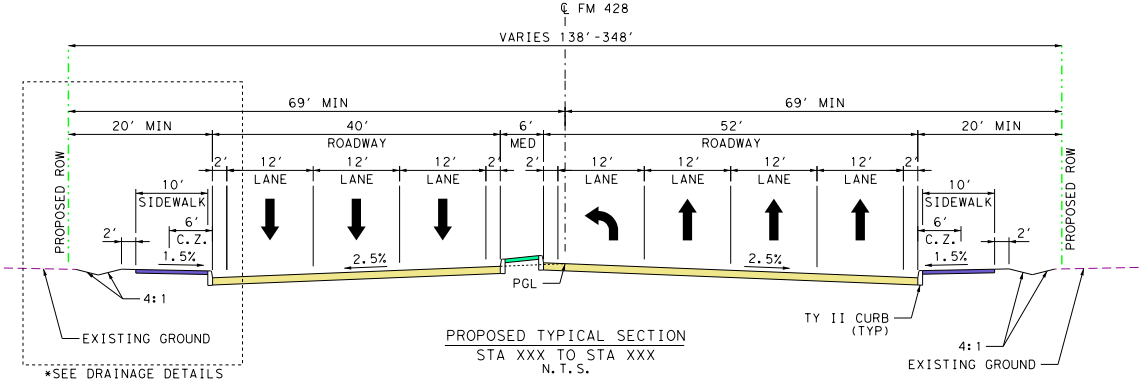

℄ FM 428
VARIES 138'-348'
69' MIN
69' MIN
20' MIN
52'
ROADWAY
6'
MED
40'
ROADWAY
20' MIN
PROPOSED ROW
2'
12'
LANE
12'
LANE
12'
LANE
12'
TURN LANE
2'
2'
12'
LANE
12'
LANE
12'
LANE
2'
10'
SIDEWALK
6'
C.Z.
2'
1.5%
2.5%
2.5%
1.5%
4:1
PGL
TY II CURB (TYP)
4:1
EXISTING GROUND
EXISTING GROUND
*SEE DRAINAGE DETAILS
PROPOSED ROW

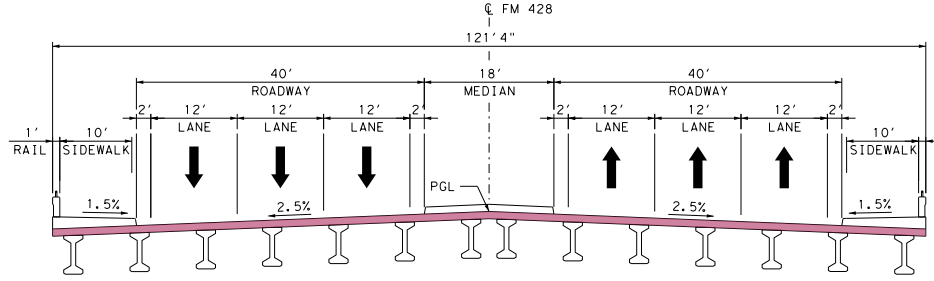
PROPOSED TYPICAL SECTION
STA XXX TO STA XXX
N.T.S.


℄ FM 428
VARIES 138'-348'
69' MIN
69' MIN
20' MIN
40'
ROADWAY
18'
MEDIAN
40'
ROADWAY
20' MIN
PROPOSED ROW
2'
12'
LANE
12'
LANE
12'
LANE
2'
2'
12'
LANE
12'
LANE
12'
LANE
2'
10'
SIDEWALK
6'
C.Z.
2'
1.5%
2.5%
2.5%
1.5%
4:1
PGL
TY II CURB (TYP)
4:1
EXISTING GROUND
EXISTING GROUND
*SEE DRAINAGE DETAILS
PROPOSED ROW

PROPOSED TYPICAL SECTION
STA XXX TO STA XXX
N.T.S.

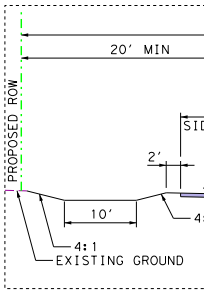

℄ FM 428
VARIES 138'-348'
69' MIN
69' MIN
20' MIN
40'
ROADWAY
6'
MED
52'
ROADWAY
20' MIN
PROPOSED ROW
2'
12'
LANE
12'
LANE
12'
LANE
2'
2'
12'
LANE
12'
LANE
12'
LANE
12'
LANE
2'
10'
SIDEWALK
6'
C.Z.
2'
1.5%
2.5%
2.5%
1.5%
4:1
PGL
TY II CURB (TYP)
4:1
EXISTING GROUND
EXISTING GROUND
*SEE DRAINAGE DETAILS
PROPOSED ROW

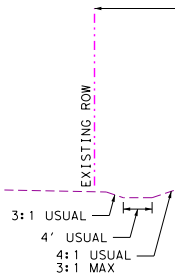
PROPOSED TYPICAL SECTION
STA XXX TO STA XXX
N.T.S.

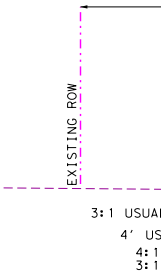

℄ FM 428
121'4"
40'
ROADWAY
18'
MEDIAN
40'
ROADWAY
1'
RAIL
10'
SIDEWALK
2'
12'
LANE
12'
LANE
12'
LANE
2'
2'
12'
LANE
12'
LANE
12'
LANE
2'
10'
SIDEWALK
1'
RAIL
PGL
1.5%
2.5%
2.5%
1.5%

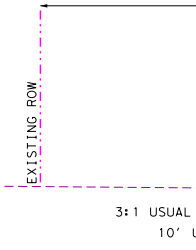
PROPOSED TYPICAL SECTION
STA XXX TO STA XXX
N.T.S.

CURVE NO.
FM 428 (I
FM428-01
FM428-02
FM428-03
FM428-04
FM428-05
FM428-06


20' MIN
PROPOSED ROW
SID
2'
10'
4:1
4
EXISTING GROUND

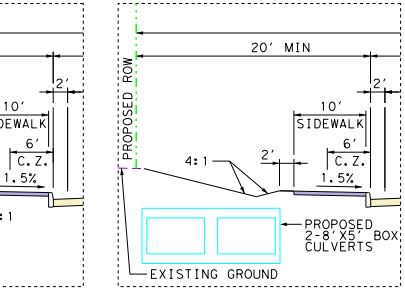

EXISTING ROW
3:1 USUAL
4' USUAL
4:1 USUAL
3:1 MAX


EXISTING ROW
3:1 USUA
4' US
4:1
3:1


EXISTING ROW
3:1 USUAL
10' U

FM428-Roll*1-ALT3.dgn

STATION	COORDINATE		BEARING / DELTA	LENGTH	TANGENT	RADIUS
	N	E		(FT)	(FT)	(FT)
DESIGN SPEED: 45 MPH)						
PC 313+82.96	7163738.3704	2485650.6716	N 89° 58′ 38.90" E			
PI 314+99.87	7163738.4163	2485767.5765	4° 27′ 47.45" LT	233.69	116.9	3000.00
PT 316+16.65	7163747.5595	2485884.1233	N 85° 30′ 51.45" E			
PC 317+12.16	7163755.0290	2485979.3354	N 85° 30′ 51.45" E			
PI 318+38.99	7163764.9484	2486105.7769	4° 50′ 30.00" RT	253.51	126.83	3000.00
PT 319+65.67	7163764.1605	2486232.6045	S 89° 38′ 38.55" E			
PC 337+43.53	7163753.1153	2488010.4347	S 89° 38′ 38.55" E			
PI 342+19.84	7163750.1562	2488486.7369	46° 49′ 34.39" RT	899.00	476.31	1100.00
PRC 346+42.53	7163400.7730	2488810.4712	S 42° 49′ 04.16" E			
PRC 346+42.53	7163400.7730	2488810.4712	S 42° 49′ 04.16" E			
PI 351+10.65	7163057.3973	2489128.6390	46° 06′ 20.89" LT	885.17	468.12	1100.00
PT 355+27.70	7163048.6035	2489596.6778	S 88° 55′ 25.05" E			
PC 358+19.80	7163043.1163	2489888.7307	S 88° 55′ 25.05" E			
PI 358+95.68	7163041.6908	2489964.5993	1° 14′ 31.77" RT	151.76	75.88	7000.00
PT 359+71.56	7163038.6210	2490040.4193	S 87° 40′ 53.28" E			
PC 361+62.23	7163030.9076	2490230.9302	S 87° 40′ 53.28" E			
PI 362+40.57	7163027.7383	2490309.2056	2° 59′ 30.01" LT	156.64	78.34	3000.00
PT 363+18.87	7163028.6587	2490387.5397	N 89° 19′ 36.71" E			

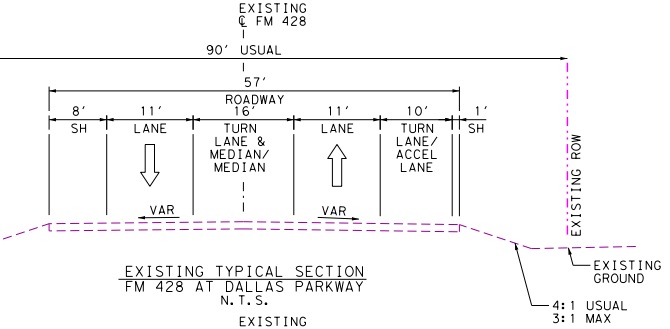


10′
SIDEWALK
2′
6′
C.Z.
1.5%
PROPOSED ROW
20′ MIN
2′
10′
SIDEWALK
6′
C.Z.
1.5%
4:1
2′
PROPOSED 2-8′X5′ BOX CULVERTS
EXISTING GROUND

DRAINAGE DETAILS

N.T.S.

ALTERNATIVE 3 DISPLAYS DRAINAGE OPTION C, EXTENDING EXISTING CLOSED SYSTEM FROM SH 289/PRESTON ROAD TO BNSF RAILROAD, UTILIZING EXISITNG RAILROAD BRIDGE, THEN MAINTAINING EXISTING OPEN CHANNEL CAPACITY WITH PROPOSED OPEN CHANNEL ON NORTH SIDE OF FM 428 FROM BNSF RAILROAD TO DOE BRANCH.

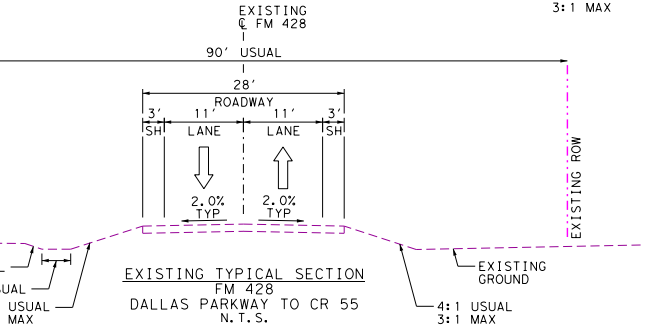


EXISTING
℄ FM 428
90′ USUAL
57′
ROADWAY
8′
SH
11′
LANE
16′
TURN LANE & MEDIAN/ MEDIAN
11′
LANE
10′
TURN LANE/ ACCEL LANE
1′
SH
VAR
VAR
EXISTING ROW
EXISTING GROUND
4:1 USUAL
3:1 MAX

EXISTING TYPICAL SECTION

FM 428 AT DALLAS PARKWAY

N.T.S.



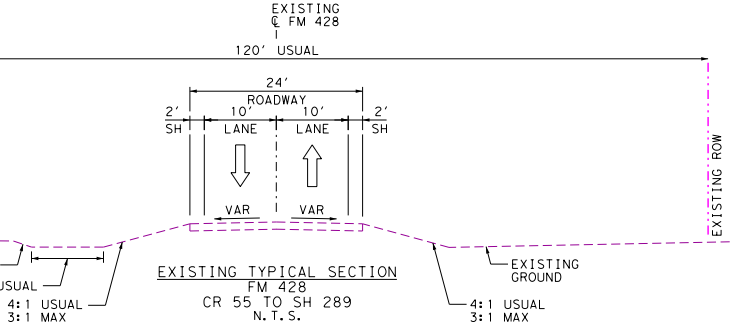
EXISTING
℄ FM 428
90′ USUAL
28′
ROADWAY
3′
SH
11′
LANE
11′
LANE
3′
SH
2.0% TYP
2.0% TYP
EXISTING ROW
EXISTING GROUND
USUAL
USUAL
MAX
4:1 USUAL
3:1 MAX

EXISTING TYPICAL SECTION

FM 428

DALLAS PARKWAY TO CR 55

N.T.S.



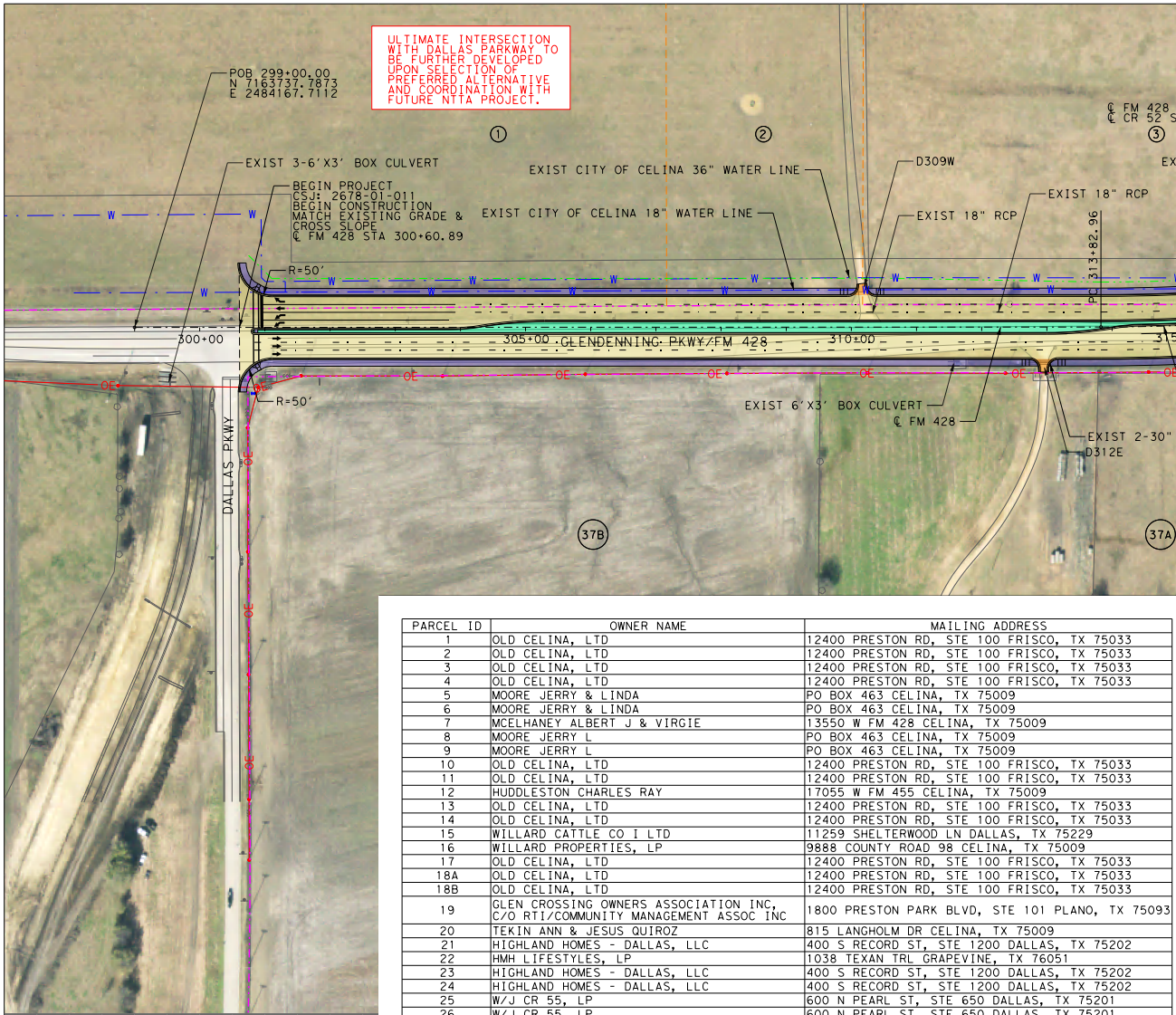
EXISTING
℄ FM 428
120′ USUAL
24′
ROADWAY
2′
SH
10′
LANE
10′
LANE
2′
SH
VAR
VAR
EXISTING ROW
EXISTING GROUND
USUAL
4:1 USUAL
3:1 MAX
4:1 USUAL
3:1 MAX

EXISTING TYPICAL SECTION

FM 428

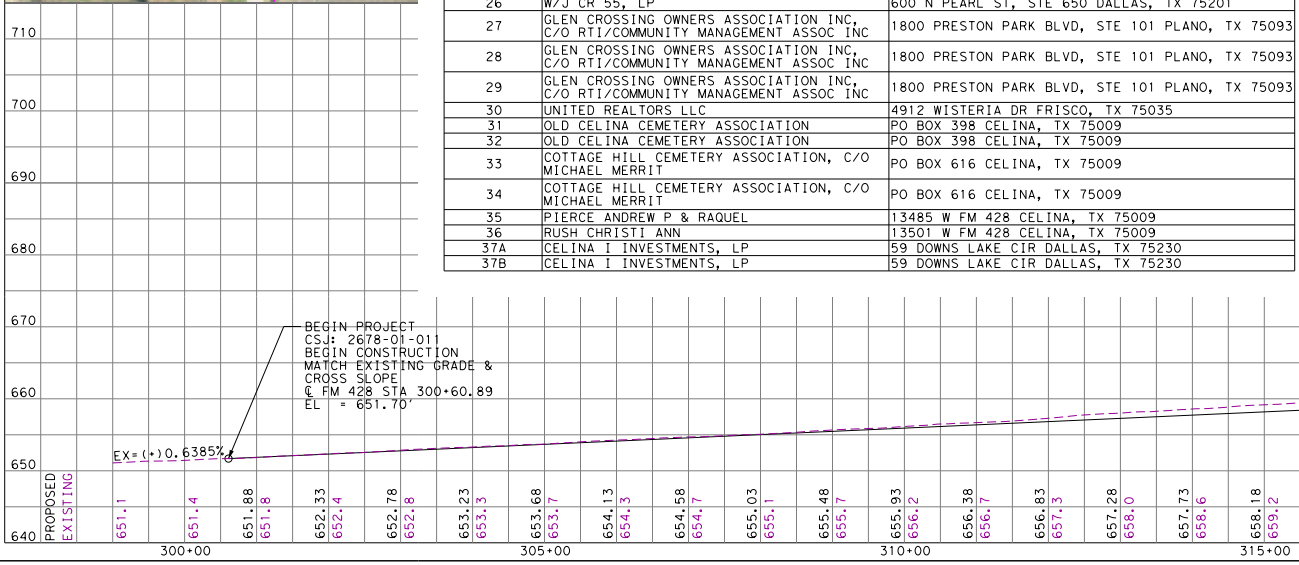
CR 55 TO SH 289

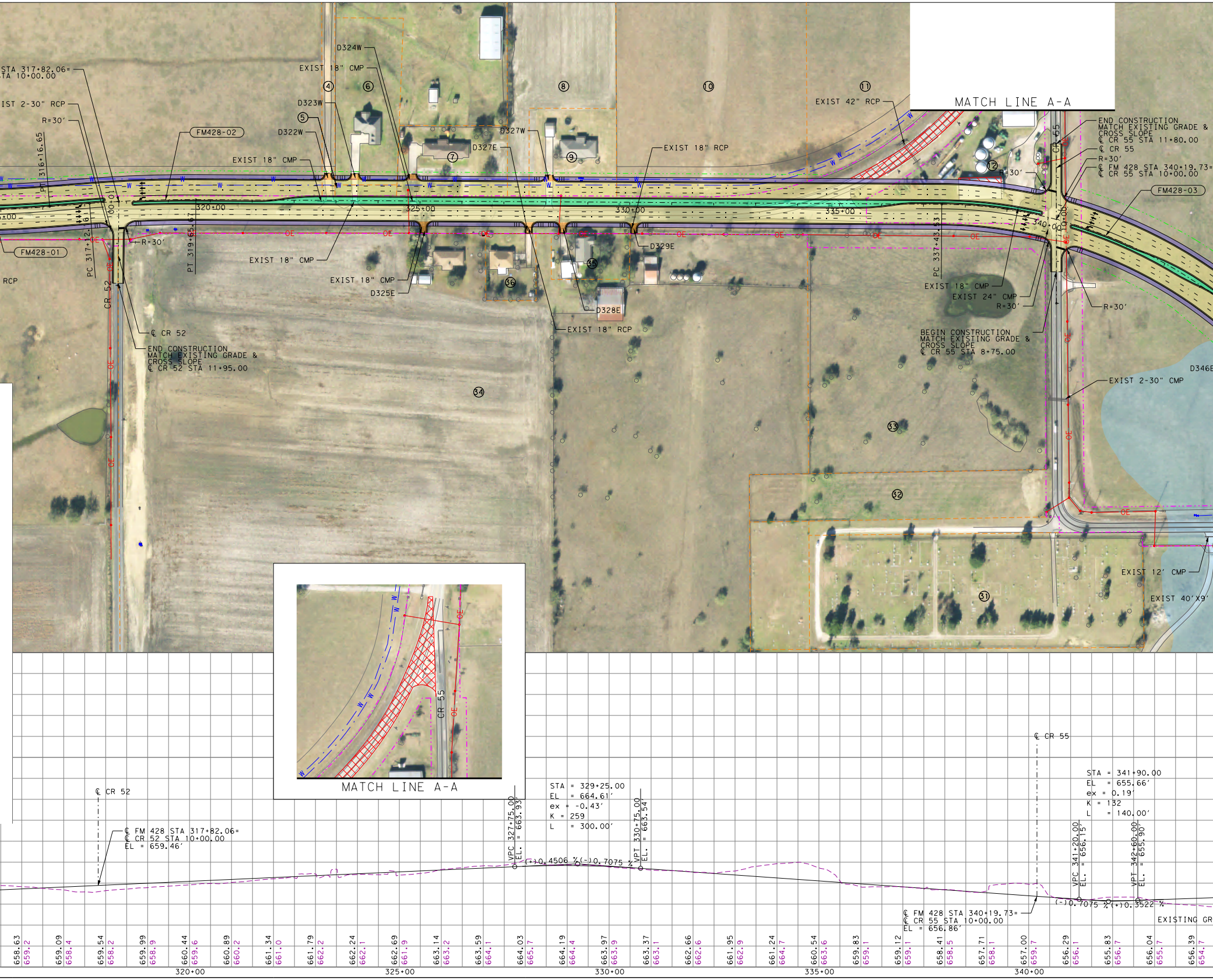
N.T.S.



ULTIMATE INTERSECTION WITH DALLAS PARKWAY TO BE FURTHER DEVELOPED UPON SELECTION OF PREFERRED ALTERNATIVE AND COORDINATION WITH FUTURE NTTA PROJECT.
POB 299+00.00
N 7163737.7873
E 2484167.7112
EXIST 3-6′X3′ BOX CULVERT
BEGIN PROJECT
CSJ: 2678-01-011
BEGIN CONSTRUCTION
MATCH EXISTING GRADE &
CROSS SLOPE
℄ FM 428 STA 300+60.89
①
②
③
EXIST CITY OF CELINA 36" WATER LINE
EXIST CITY OF CELINA 18" WATER LINE
D309W
EXIST 18" RCP
EXIST 18" RCP
℄ FM 428
℄ CR 52 S
EX
PC 313+82.96
R=50′
R=50′
W
OE
300+00
305+00
310+00
GLENDENNING PKWY/FM 428
DALLAS PKWY
EXIST 6′X3′ BOX CULVERT
℄ FM 428
EXIST 2-30"
D312E
37B
37A

PARCEL ID	OWNER NAME	MAILING ADDRESS
1	OLD CELINA, LTD	12400 PRESTON RD, STE 100 FRISCO, TX 75033
2	OLD CELINA, LTD	12400 PRESTON RD, STE 100 FRISCO, TX 75033
3	OLD CELINA, LTD	12400 PRESTON RD, STE 100 FRISCO, TX 75033
4	OLD CELINA, LTD	12400 PRESTON RD, STE 100 FRISCO, TX 75033
5	MOORE JERRY & LINDA	PO BOX 463 CELINA, TX 75009
6	MOORE JERRY & LINDA	PO BOX 463 CELINA, TX 75009
7	MCELHANEY ALBERT J & VIRGIE	13550 W FM 428 CELINA, TX 75009
8	MOORE JERRY L	PO BOX 463 CELINA, TX 75009
9	MOORE JERRY L	PO BOX 463 CELINA, TX 75009
10	OLD CELINA, LTD	12400 PRESTON RD, STE 100 FRISCO, TX 75033
11	OLD CELINA, LTD	12400 PRESTON RD, STE 100 FRISCO, TX 75033
12	HUDDLESTON CHARLES RAY	17055 W FM 455 CELINA, TX 75009
13	OLD CELINA, LTD	12400 PRESTON RD, STE 100 FRISCO, TX 75033
14	OLD CELINA, LTD	12400 PRESTON RD, STE 100 FRISCO, TX 75033
15	WILLARD CATTLE CO I LTD	11259 SHELTERWOOD LN DALLAS, TX 75229
16	WILLARD PROPERTIES, LP	9888 COUNTY ROAD 98 CELINA, TX 75009
17	OLD CELINA, LTD	12400 PRESTON RD, STE 100 FRISCO, TX 75033
18A	OLD CELINA, LTD	12400 PRESTON RD, STE 100 FRISCO, TX 75033
18B	OLD CELINA, LTD	12400 PRESTON RD, STE 100 FRISCO, TX 75033
19	GLEN CROSSING OWNERS ASSOCIATION INC, C/O RTI/COMMUNITY MANAGEMENT ASSOC INC	1800 PRESTON PARK BLVD, STE 101 PLANO, TX 75093
20	TEKIN ANN & JESUS QUIROZ	815 LANGHOLM DR CELINA, TX 75009
21	HIGHLAND HOMES - DALLAS, LLC	400 S RECORD ST, STE 1200 DALLAS, TX 75202
22	HMH LIFESTYLES, LP	1038 TEXAN TRL GRAPEVINE, TX 76051
23	HIGHLAND HOMES - DALLAS, LLC	400 S RECORD ST, STE 1200 DALLAS, TX 75202
24	HIGHLAND HOMES - DALLAS, LLC	400 S RECORD ST, STE 1200 DALLAS, TX 75202
25	W/J CR 55, LP	600 N PEARL ST, STE 650 DALLAS, TX 75201
26	W/J CR 55, LP	600 N PEARL ST, STE 650 DALLAS, TX 75201
27	GLEN CROSSING OWNERS ASSOCIATION INC, C/O RTI/COMMUNITY MANAGEMENT ASSOC INC	1800 PRESTON PARK BLVD, STE 101 PLANO, TX 75093
28	GLEN CROSSING OWNERS ASSOCIATION INC, C/O RTI/COMMUNITY MANAGEMENT ASSOC INC	1800 PRESTON PARK BLVD, STE 101 PLANO, TX 75093
29	GLEN CROSSING OWNERS ASSOCIATION INC, C/O RTI/COMMUNITY MANAGEMENT ASSOC INC	1800 PRESTON PARK BLVD, STE 101 PLANO, TX 75093
30	UNITED REALTORS LLC	4912 WISTERIA DR FRISCO, TX 75035
31	OLD CELINA CEMETERY ASSOCIATION	PO BOX 398 CELINA, TX 75009
32	OLD CELINA CEMETERY ASSOCIATION	PO BOX 398 CELINA, TX 75009
33	COTTAGE HILL CEMETERY ASSOCIATION, C/O MICHAEL MERRIT	PO BOX 616 CELINA, TX 75009
34	COTTAGE HILL CEMETERY ASSOCIATION, C/O MICHAEL MERRIT	PO BOX 616 CELINA, TX 75009
35	PIERCE ANDREW P & RAQUEL	13485 W FM 428 CELINA, TX 75009
36	RUSH CHRISTI ANN	13501 W FM 428 CELINA, TX 75009
37A	CELINA I INVESTMENTS, LP	59 DOWNS LAKE CIR DALLAS, TX 75230
37B	CELINA I INVESTMENTS, LP	59 DOWNS LAKE CIR DALLAS, TX 75230




STA 317+82.06=
TA 10+00.00
IST 2-30" RCP
R=30'
PT 316+16.65
FM428-02
FM428-01
PC 317+12.
RCP
CR 52
R=30'
PT 319+65.67
320+00
℄ CR 52
END CONSTRUCTION
MATCH EXISTING GRADE &
CROSS SLOPE
℄ CR 52 STA 11+95.00
D324W
EXIST 18" CMP
D323W
D322W
EXIST 18" CMP
EXIST 18" CMP
EXIST 18" CMP
D325E
④
⑤
⑥
⑦
⑧
⑨
⑩
⑪
⑫
D327W
D327E
325+00
330+00
EXIST 18" RCP
D329E
D328E
EXIST 18" RCP
㉞
㉟
㊱
EXIST 42" RCP
335+00
MATCH LINE A-A
END CONSTRUCTION
MATCH EXISTING GRADE &
CROSS SLOPE
℄ CR 55 STA 11+80.00
℄ CR 55
R=30'
℄ FM 428 STA 340+19.73=
℄ CR 55 STA 10+00.00
FM428-03
R=30'
CR 55
340+00
PC 337+43.53
EXIST 18" CMP
EXIST 24" CMP
R=30'
R=30'
BEGIN CONSTRUCTION
MATCH EXISTING GRADE &
CROSS SLOPE
℄ CR 55 STA 8+75.00
D346E
EXIST 2-30" CMP
㉝
㉜
㉛
EXIST 12' CMP
EXIST 40'X9'
OE
W
CR 55
MATCH LINE A-A
℄ CR 52
℄ FM 428 STA 317+82.06=
℄ CR 52 STA 10+00.00
EL = 659.46'
VPC 327+75.00
EL. = 663.93'
STA = 329+25.00
EL = 664.61'
ex = -0.43'
K = 259
L = 300.00'
VPT 330+75.00
EL. = 663.54'
(+)0.4506 %
(-)0.7075 %
℄ CR 55
℄ FM 428 STA 340+19.73=
℄ CR 55 STA 10+00.00
EL = 656.86'
STA = 341+90.00
EL = 655.66'
ex = 0.19'
K = 132
L = 140.00'
VPC 341+20.00
EL. = 656.15'
VPT 342+60.00
EL. = 655.90'
(-)0.7075 %
(+)0.3522 %
EXISTING GR
658.63 659.2
659.09 658.4
659.54 658.2
659.99 658.9
660.44 659.6
660.89 660.2
661.34 661.0
661.79 662.2
662.24 662.1
662.69 661.9
663.14 663.2
663.59 664.1
664.03 665.7
664.19 664.4
663.97 663.9
663.37 663.1
662.66 662.6
661.95 662.9
661.24 664.7
660.54 663.6
659.83 659.1
659.12 659.1
658.41 658.5
657.71 658.1
657.00 659.7
656.29 656.1
655.83 656.7
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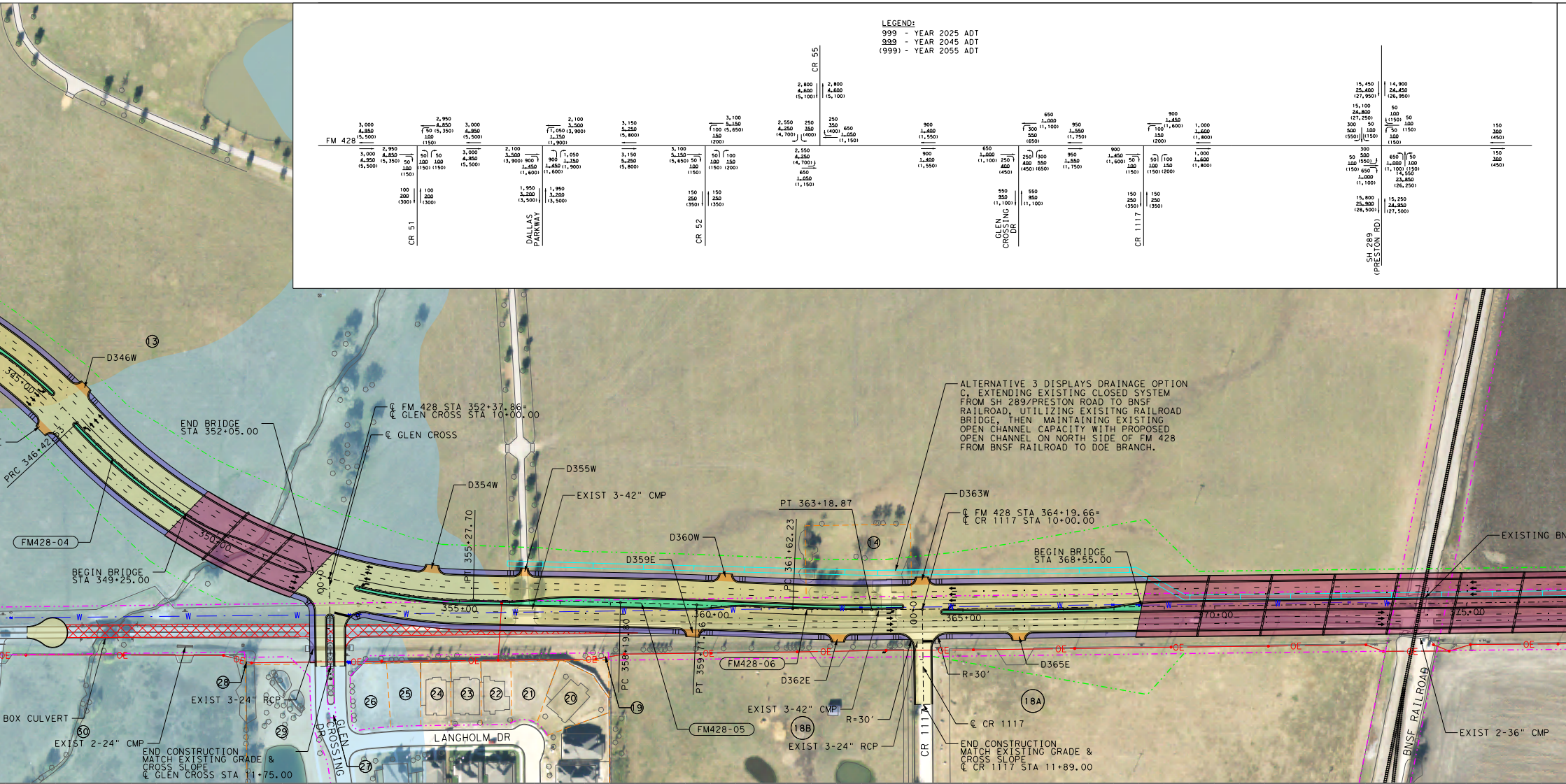
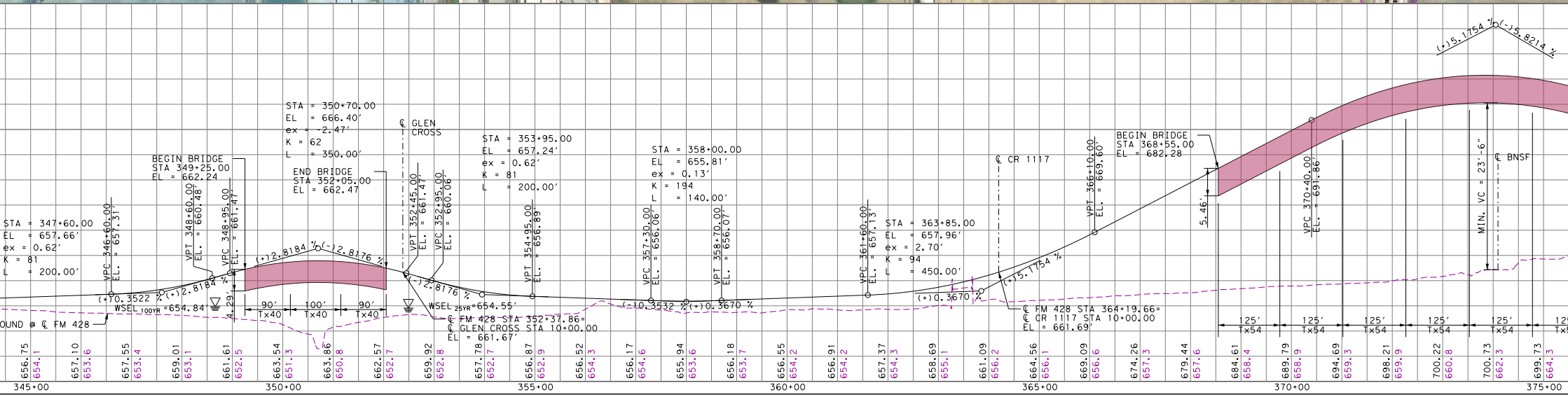
320+00
325+00
330+00
335+00
340+00


LEGEND:
999 - YEAR 2025 ADT
999 - YEAR 2045 ADT
(999) - YEAR 2055 ADT
FM 428
CR 51
DALLAS PARKWAY
CR 52
CR 55
GLEN CROSSING DR
CR 1117
SH 289 (PRESTON RD)
3,000 4,950 (5,500)
2,950 4,850 (5,350)
50 100 (150)
100 200 (300)
2,100 3,500 (3,900)
1,050 1,750 (1,900)
900 1,450 (1,600)
1,950 3,200 (3,500)
3,150 5,250 (5,800)
3,100 5,150 (5,650)
100 150 (200)
150 250 (350)
2,800 4,600 (5,100)
2,550 4,250 (4,700)
250 350 (400)
650 1,050 (1,150)
900 1,400 (1,550)
650 1,000 (1,100)
300 550 (650)
250 400 (450)
550 950 (1,100)
950 1,550 (1,750)
900 1,450 (1,600)
1,000 1,600 (1,800)
15,450 25,400 (27,950)
14,900 24,450 (26,950)
15,100 24,800 (27,250)
300 500 (550)
14,550 23,850 (26,250)
15,800 25,900 (28,500)
15,250 24,950 (27,500)
150 300 (450)
13
14
18A
18B
19
20
21
22
23
24
25
26
27
28
29
30
D346W
345+00
PRC 346+42.53
END BRIDGE STA 352+05.00
℄ FM 428 STA 352+37.86=
℄ GLEN CROSS STA 10+00.00
℄ GLEN CROSS
FM428-04
BEGIN BRIDGE STA 349+25.00
350+00
D354W
D355W
EXIST 3-42" CMP
PT 355+27.70
355+00
D360W
D359E
PC 358+19.80
PT 359+71.76
360+00
PC 361+62.23
PT 363+18.87
FM428-06
FM428-05
D362E
EXIST 3-42" CMP
EXIST 3-24" RCP
R=30'
ALTERNATIVE 3 DISPLAYS DRAINAGE OPTION C, EXTENDING EXISTING CLOSED SYSTEM FROM SH 289/PRESTON ROAD TO BNSF RAILROAD, UTILIZING EXISITNG RAILROAD BRIDGE, THEN MAINTAINING EXISTING OPEN CHANNEL CAPACITY WITH PROPOSED OPEN CHANNEL ON NORTH SIDE OF FM 428 FROM BNSF RAILROAD TO DOE BRANCH.
D363W
℄ FM 428 STA 364+19.66=
℄ CR 1117 STA 10+00.00
365+00
D365E
R=30'
℄ CR 1117
END CONSTRUCTION MATCH EXISTING GRADE & CROSS SLOPE ℄ CR 1117 STA 11+89.00
BEGIN BRIDGE STA 368+55.00
370+00
375+00
EXISTING BN
EXIST 2-36" CMP
BNSF RAILROAD
BOX CULVERT
EXIST 2-24" CMP
EXIST 3-24" RCP
END CONSTRUCTION MATCH EXISTING GRADE & CROSS SLOPE ℄ GLEN CROSS STA 11+75.00
GLEN CROSSING DR
LANGHOLM DR
CR 1117
W
OE

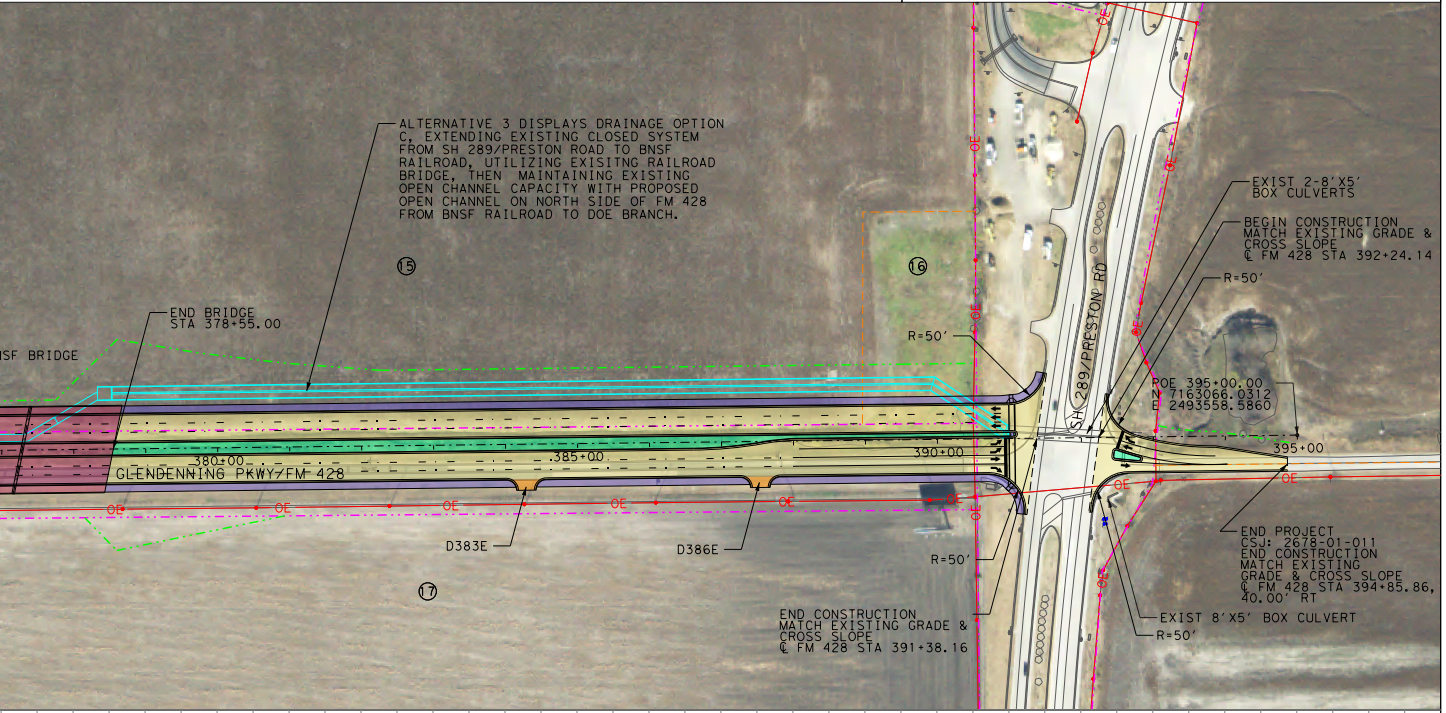

STA = 347+60.00
EL = 657.66'
ex = 0.62'
K = 81
L = 200.00'
VPC 346+60.00 EL. = 657.31'
VPT 348+60.00 EL. = 660.48'
VPC 348+95.00 EL. = 661.47'
BEGIN BRIDGE STA 349+25.00 EL = 662.24
STA = 350+70.00
EL = 666.40'
ex = -2.47'
K = 62
L = 350.00'
END BRIDGE STA 352+05.00 EL = 662.47
℄ GLEN CROSS
VPT 352+45.00 EL. = 661.47'
VPC 352+95.00 EL. = 660.06'
STA = 353+95.00
EL = 657.24'
ex = 0.62'
K = 81
L = 200.00'
VPT 354+95.00 EL. = 656.89'
STA = 358+00.00
EL = 655.81'
ex = 0.13'
K = 194
L = 140.00'
VPC 357+30.00 EL. = 656.06'
VPT 358+70.00 EL. = 656.07'
(+)0.3522 %
(+)2.8184 %
(+)2.8184 %
(-)2.8176 %
(-)2.8176 %
(-)0.3532 %
(+)0.3670 %
WSEL 100YR =654.84'
WSEL 25YR =654.55'
4.29'
90' Tx40
100' Tx40
90' Tx40
OUND @ ℄ FM 428
℄ FM 428 STA 352+37.86=
℄ GLEN CROSS STA 10+00.00
EL = 661.67'
VPC 361+60.00 EL. = 657.13'
STA = 363+85.00
EL = 657.96'
ex = 2.70'
K = 94
L = 450.00'
℄ CR 1117
(+)0.3670 %
(+)5.1754 %
℄ FM 428 STA 364+19.66=
℄ CR 1117 STA 10+00.00
EL = 661.69'
VPT 366+10.00 EL. = 669.60'
BEGIN BRIDGE STA 368+55.00 EL = 682.28
5.46'
VPC 370+40.00 EL. = 691.86'
(+)5.1754 %
(-)5.8214 %
MIN. VC = 23'-6"
℄ BNSF
125' Tx54
125' Tx54
125' Tx54
125' Tx54
125' Tx54
125' Tx5
656.75 654.1
657.10 653.6
657.55 653.4
659.01 653.1
661.61 652.5
663.54 651.3
663.86 650.8
662.57 652.7
659.92 652.8
657.78 652.7
656.87 652.9
656.52 654.3
656.17 654.6
655.94 653.6
656.18 653.7
656.55 654.2
656.91 654.2
657.37 654.3
658.69 655.1
661.09 656.2
664.56 656.1
669.09 656.6
674.26 657.3
679.44 657.6
684.61 658.4
689.79 658.9
694.69 659.3
698.21 659.9
700.22 660.8
700.73 662.3
699.73 664.3
345+00
350+00
355+00
360+00
365+00
370+00
375+00

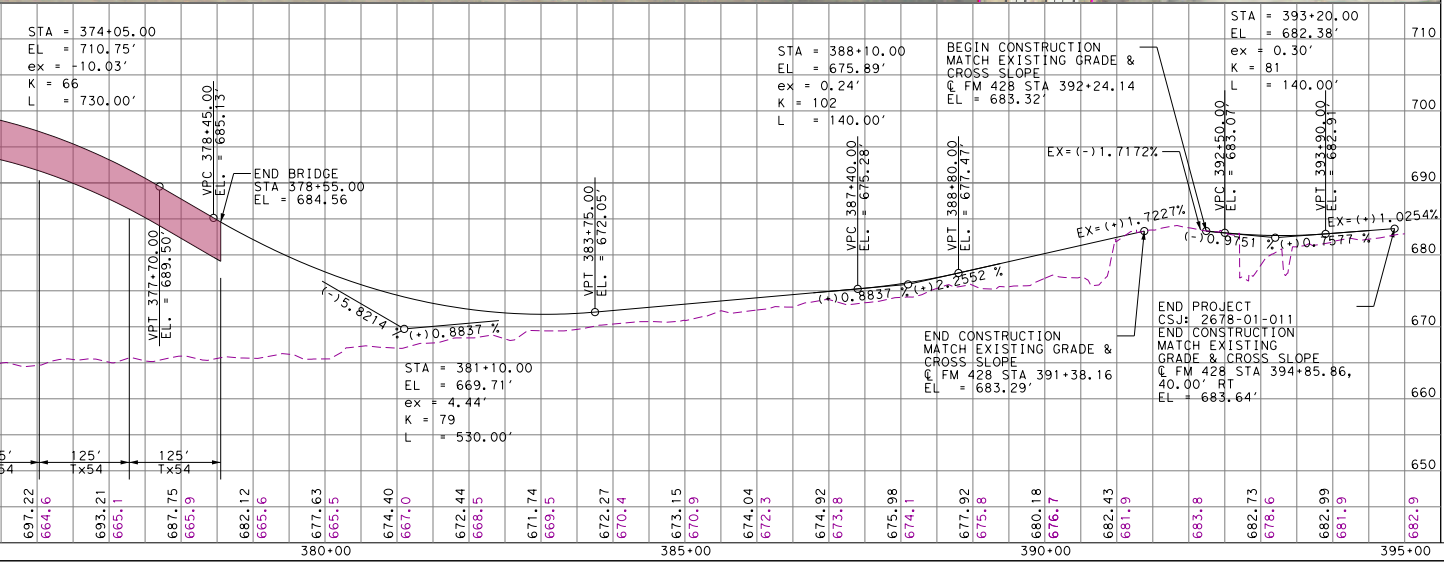
GENERAL NOTES:

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 UNLESS NOTED OTHERWISE.
3. APPROXIMATE 100 YEAR FLOODPLAIN LIMITS ARE BASED UPON FEMA FLOOD INSURANCE RATE MAPS FIRM PANEL 48085C0120J, EFFECTIVE 06/02/2009.
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. SIDEWALKS ARE SHOWN ON TYPICAL SECTIONS.
6. BUILDINGS ARE SHOWN AS POTENTIAL DISPLACEMENT IF THE PROPOSED ROW PHYSICALLY INTERSECTS THE EXISTING BUILDING STRUCTURE.
7. CURBS ARE TYPE II (8") UNLESS NOTED OTHERWISE.
8. CONVENTIONAL ROADWAY SIGNAGE (SMALL SIGNS) ARE NOT SHOWN AND WILL BE DEVELOPED DURING THE PS&E PHASE OF THE PROJECT.
9. TYPICAL DRIVEWAY CURB RETURN RADII IS 15 FEET UNLESS NOTED OTHERWISE.
10. STORAGE LENGTHS FOR DEDICATED TURN BAYS ARE DESIGNED IN COMPLIANCE WITH BOTH THE CITY OF CELINA ENGINEERING CONSTRUCTION DETAILS AND TXDOT ROADWAY DESIGN MANUAL.

LEGEND

🟨	PROPOSED PAVEMENT
🟩	PROPOSED MEDIAN
🟪	PROPOSED SIDEWALK
🟧	PROPOSED DRIVEWAY
🟥	PROPOSED BRIDGE
▨	POTENTIAL DISPLACEMENT
▩	PAVEMENT REMOVAL
— · — · —	PROPOSED CENTERLINE
— · · — · ·	EXISTING ROW
— — — —	EXISTING PROPERTY LINE
— · · — · ·	PROPOSED ROW
———	PROPOSED DRAINAGE
🟦	FEMA FLOOD ZONE AE
┼┼┼┼┼┼	BNSF
— OE —	EXISTING OVERHEAD ELECTRIC
— W —	EXISTING WATER LINE
→	TRAFFIC FLOW
(#)	PARCEL ID
(XXXX-X)	CURVE NUMBER


ALTERNATIVE 3 DISPLAYS DRAINAGE OPTION C, EXTENDING EXISTING CLOSED SYSTEM FROM SH 289/PRESTON ROAD TO BNSF RAILROAD, UTILIZING EXISITNG RAILROAD BRIDGE, THEN MAINTAINING EXISTING OPEN CHANNEL CAPACITY WITH PROPOSED OPEN CHANNEL ON NORTH SIDE OF FM 428 FROM BNSF RAILROAD TO DOE BRANCH.
⑮
⑯
⑰
END BRIDGE
STA 378+55.00
SF BRIDGE
GLENDENNING PKWY/FM 428
380+00
385+00
390+00
395+00
D383E
D386E
SH 289/PRESTON RD
OE
R=50'
EXIST 2-8'X5' BOX CULVERTS
BEGIN CONSTRUCTION MATCH EXISTING GRADE & CROSS SLOPE ℄ FM 428 STA 392+24.14
POE 395+00.00 N 7163066.0312 E 2493558.5860
END PROJECT CSJ: 2678-01-011 END CONSTRUCTION MATCH EXISTING GRADE & CROSS SLOPE ℄ FM 428 STA 394+85.86, 40.00' RT
EXIST 8'X5' BOX CULVERT
END CONSTRUCTION MATCH EXISTING GRADE & CROSS SLOPE ℄ FM 428 STA 391+38.16



Texas Department of Transportation®

DALLAS DISTRIC
DESIGN SCHEMATIC
MOHAMED K. BUR, P.E.
DISTRIC ENGINEER
COLLIN COUNTY

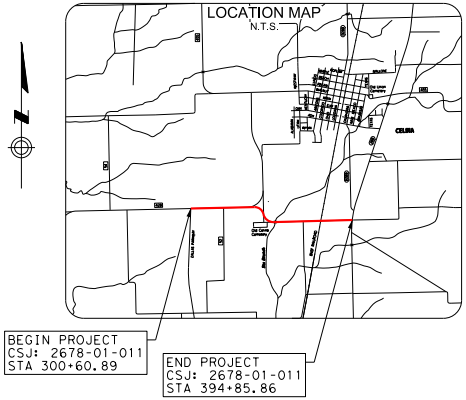
FM 428
ALTERNATIVE 3

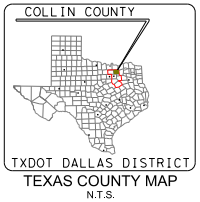
FROM: DALLAS PARKWAY TO
SH 289/PRESTON ROAD
CSJ: 2678-01-011

FUNCTIONAL CLASS: URBAN COLLECTOR

DESIGN SPEED: 45 MPH (FM 428, CR 52, CR 55)
30 MPH (CR 1117, LOCAL STREETS)

PROJECT LENGTH: 1.7 MILES


LOCATION MAP
N.T.S.
CELINA
BEGIN PROJECT
CSJ: 2678-01-011
STA 300+60.89
END PROJECT
CSJ: 2678-01-011
STA 394+85.86


COLLIN COUNTY
TXDOT DALLAS DISTRICT
TEXAS COUNTY MAP
N.T.S.

PRELIMINARY

FOR INTERIM REVIEW ONLY

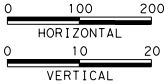
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

NAME	P.E. NO.	DATE
RYAN J. LAGSDING	113021	NOVEMBER 16, 2020

HNTB CORPORATION
TBPE FIRM #F-420

HNTB

HNTB Corporation
The HNTB Companies
Engineers Architects Planners


0
100
200
HORIZONTAL
0
10
20
VERTICAL

DATE SUBMITTED:

DATE APPROVED:

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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:	Linda Majeed
Date:	April 9, 2024
Re:	Easements Acquisition for Southeast Pump Station Transmission and Discharge Lines RES 2024-20R

Action Requested:
Consider and act on Resolution No.2024-20R of the City Council of the City of Celina to authorize the execution of conveyance documents necessary to effectuate the acquisition of water easements and temporary construction easements for the Southeast Pump Station Waterlines project; and providing for an effective date. (Glasgow)

Background Information:
On July 11, 2023, the City Council awarded a design contract to Freese and Nichols (FN) for the design of the Southeast Pump Station and pipeline. Staff reviewed the 60% plan submittal from FN which included the alignment, pipeline design, and determined the necessary proposed easements. The next step in the process is to begin the acquisition of the necessary easements for the construction of the proposed pipeline. Staff is working with Specialty Land Services to acquire the necessary easements for the Southeast Pump Station project and intends to utilize the City's power of condemnation as a final resort. This resolution will begin the property acquisition process. However, the water easements and temporary construction easements are critical infrastructure and are necessary for the construction of the transmission line and discharge line for the Southeast Pump Station. Upon approval of this resolution, offer letters will be sent to each property owner at the stated appraised value with a copy of the approved resolution and appraisal.

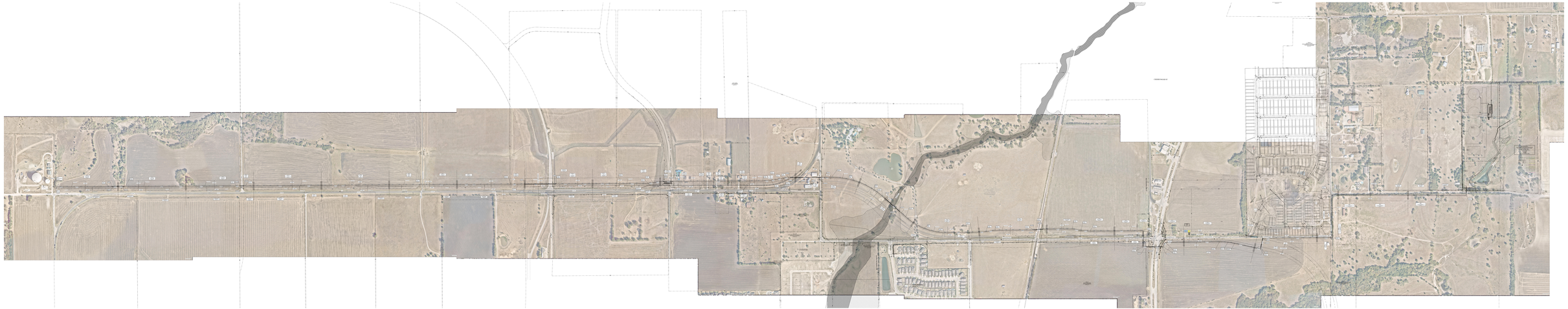
Legal Review:
Legal counsel has reviewed the proposed Resolution for compliance to state law.

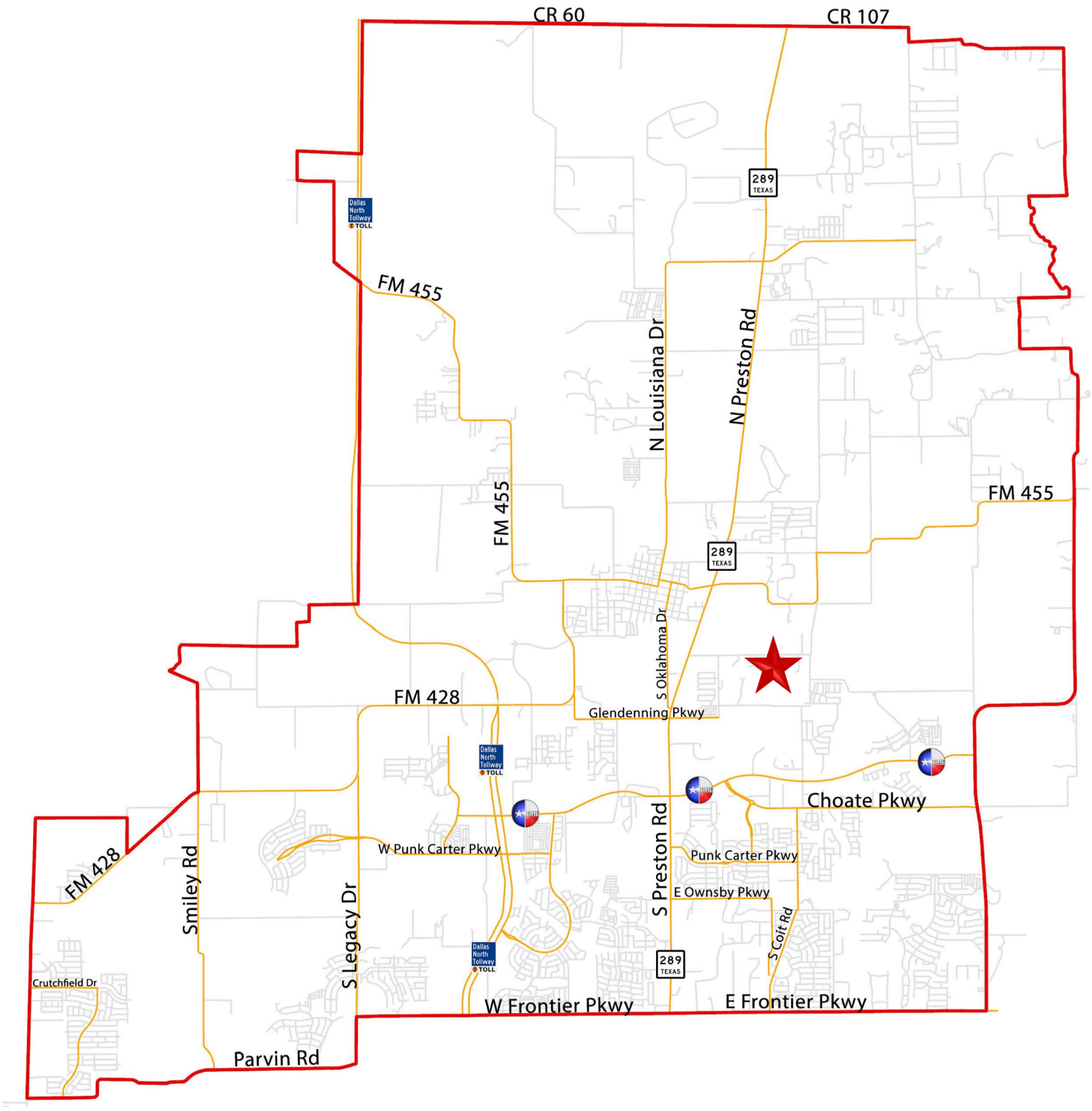
Supporting Documents:

1. 54-inch WL Stripmap
2. SE Pump Station - Overall Map
3. RES 2024-20R Easements Acquisition for SE Pump Station

Financial Consideration:
Funding for the acquisition of the right of way will be paid from bond funds.

Staff Recommendation:
Staff recommends approval.




CR 60
CR 107
289
TEXAS
Dallas North Tollway TOLL
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
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
S Coit Rd
FM 428
Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

RESOLUTION NO. 2024-20R

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE NEGOTIATION AND EXECUTION BY THE CITY MANAGER OF CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF WATER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE SOUTHEAST PUMP STATION TRANSMISSION AND DISCHARGE LINES PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for construction of Southeast Pump Station project (the "Project").

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

Section 1: The findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: That the City Manager is authorized to negotiate and execute contracts, deeds, easements, and any other documents necessary, and to disburse purchase and closing funds necessary, to acquire property interests necessary for the construction of the Project in the locations identified in the attached Exhibit "B" on behalf of the City of Celina.

Section 3: This Resolution shall become effective upon the date of passage.

PASSED AND APPROVED by the City Council of Celina, Texas, this 9th day of April, 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

APPROVED AS TO FORM:

_____
Julie Fort, City Attorney

Exhibit A

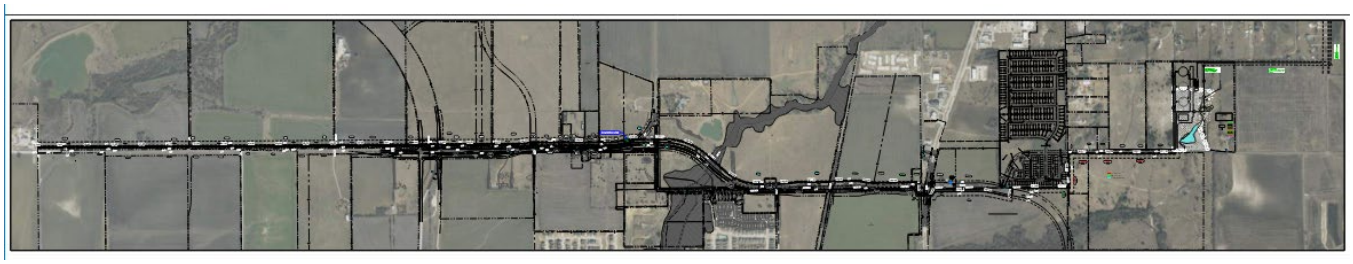
Property ID	Owner	Legal Description	City	State	Zip Code
962587	The Bilinda Cox Matusek Special Trust	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 1, TRACT 19, ACRES 100.0000	Celina	TX	75009
962596	The Bilinda Cox Matusek Special Trust	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 1, TRACT 20, ACRES 5.8400	Celina	TX	75009
962612	Vera Lucile Jinks	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 1, TRACT 22, ACRES 77.5166	Celina	TX	75009
18426	New Celina LLC	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 2, TRACT 88, ACRES 49.9850	Celina	TX	75009
2509149	Edgewood Holdings, LLC	ABS A0132 B B B & C RY CO SURVEY, TRACT 36, 1.46 ACRES	Celina	TX	75009
2867962	Edgewood Holdings, LLC	ABS A0132 B B B & C RY CO SURVEY, TRACT 46, 64.405 ACRES	Celina	TX	75009
991261	Old Celina Ltd	ABS A0132 B B B & C RY CO SURVEY, TRACT 38, 142.396 ACRES	Celina	TX	75009
2509352	Old Celina Ltd	ABS A0132 B B B & C RY CO SURVEY, TRACT 20, .976 ACRES	Celina	TX	75009
991118	Charles Ray Huddleston	ABS A0132 B B B & C RY CO SURVEY, TRACT 5, 2.5 ACRES	Celina	TX	75009

2120505	Old Celina Ltd	ABS A0132 B B B & C RY CO SURVEY, TRACT 30, 14.0 ACRES	Celina	TX	75009
995999	Old Celina Ltd	ABS A0593 S MCCULLOUGH SURVEY, TRACT 3, 14.28 ACRES	Celina	TX	75009
996060	Jerry L Moore	ABS A0593 S MCCULLOUGH SURVEY, TRACT 9, 1.0 ACRES	Celina	TX	75009
2019368	Jerry L Moore	ABS A0593 S MCCULLOUGH SURVEY, TRACT 10, 3.0 ACRES	Celina	TX	75009
996042	Malik Saeed & Fayak Kamili	ABS A0593 S MCCULLOUGH SURVEY, TRACT 8, 1.0 ACRES	Celina	TX	75009
2656316	Jerry & Linda Moore	ABS A0593 S MCCULLOUGH SURVEY, TRACT 12, 1.5 ACRES	Celina	TX	75009
2148436	Jerry L Moore	ABS A0593 S MCCULLOUGH SURVEY, TRACT 11, 3.689 ACRES	Celina	TX	75009
996033	Old Celina Ltd	ABS A0593 S MCCULLOUGH SURVEY, TRACT 7, 16.141 ACRES	Celina	TX	75009
995971	Old Celina Ltd	ABS A0593 S MCCULLOUGH SURVEY, TRACT 1, 50.815 ACRES	Celina	TX	75009

2862994	G-Man Development LLC	ABS A0593 S MCCULLOUGH SURVEY, TRACT 13, 6.316 ACRES	Celina	TX	75009
2862998	G-Man Development LLC	ABS A0593 S MCCULLOUGH SURVEY, TRACT 15, 27.107 ACRES	Celina	TX	75009
996024	Old Celina Ltd	ABS A0593 S MCCULLOUGH SURVEY, TRACT 6, 2.643 ACRES	Celina	TX	75009
1013637	Old Celina Ltd	ABS A0988 GEORGE WILEY SURVEY, TRACT 2, .15 ACRES	Celina	TX	75009
1013646	Old Celina Ltd	ABS A0988 GEORGE WILEY SURVEY, TRACT 3, 11.3285 ACRES	Celina	TX	75009
2863002	G-Man Development, LLC	ABS A0988 GEORGE WILEY SURVEY, TRACT 44, 50.77 ACRES	Celina	TX	75009
2704110	King Place, LLC	ABS A0988 GEORGE WILEY SURVEY, TRACT 1, 62.6890 ACRES	Celina	TX	75009
991868	Texas Republic Realty, LTD	ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 2, TRACT 22, 219.0732 ACRES	Celina	TX	75009
2734219	Legacy North Celina, LP	ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 2, TRACT 23, 621.971 ACRES; (SPLIT BY COUNTY LINE 206.351 AC IN CC)	Celina	TX	75009

2862956	Celina Independent School District; Attn: Superintendent	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 1, TRACT 124, 5.716 ACRES	Celina	TX	75009
2736081	Celina Independent School District; Attn: Superintendent	ABS A0771 C P RICE SURVEY, TRACT 10, 15.059 ACRES	Celina	TX	75009
2841668	Vptm Cross Creek Lb LLC C/O Varde Partners LLC	ABS A0771 C P RICE SURVEY, TRACT 20, 37.695 ACRES	Celina	TX	75009
976411	Barbara J Zajaczkowski	D R HUNN ADDITION (GCN), BLK A, LOT 6	Celina	TX	75009
976402	Myrtle M Jackson & Efram Wayne Jackson	D R HUNN ADDITION (GCN), BLK A, LOT 5	Celina	TX	75009
976395	John Edward Jr & Rebecca Sue Long	D R HUNN ADDITION (GCN), BLK A, LOT 4	Celina	TX	75009
2715058	Christopher Lee & Amy Kathleen Skaggs	D R HUNN ADDITION (GCN), BLK A, LOT 3	Celina	TX	75009
2619116	Rick L & Penny Fay Skaggs	D R HUNN ADDITION (GCN), BLK A, LOT 2	Celina	TX	75009
976386	George & Kristina D Kendrick	D R HUNN ADDITION (GCN), BLK A, LOT 1	Celina	TX	75009

Exhibit B



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:	Dailyn Cruz
Date:	April 9, 2024
Re:	Right-of-way and Easement Acquisition for East GA Moore Parkway from Preston Road to Coit Road. RES 2024-21R

Action Requested:
Consider and act on Resolution No. 2024-21R of the City Council of the City of Celina to authorize the execution of conveyance documents necessary to effectuate the acquisition of right-of-way, wastewater easements, and temporary construction easements for E GA Moore Parkway project from Preston Road to approximately 1,850 feet east of Coit Road; and providing for an effective date. (Glasgow)

Background Information:
The City of Celina entered into a development agreement (DA) with HFI Celina Realty, LLC in August 2023. As part of this agreement, HFI Celina Realty, LLC assumed the responsibility to construct E GA Moore Parkway from Preston Road to approximately 1,850 feet east of Coit Road. The proposed roadway will require approximately sixty feet (60') of right-of-way (ROW) and will provide two concrete lanes as an interim condition. The City has agreed to acquire the necessary offsite ROW through an escrow account to facilitate this construction. These easements will be acquired by separate instruments. Even though the acquisition of the easements is the Developer's responsibility, the Developer is experiencing difficulty securing these offsite easements and has requested the City's assistance. Because these easements are for the public good and per the DA, the City will assist in the necessary acquisition. The City's assistance will not relieve the owner of the cost of purchasing the easements.

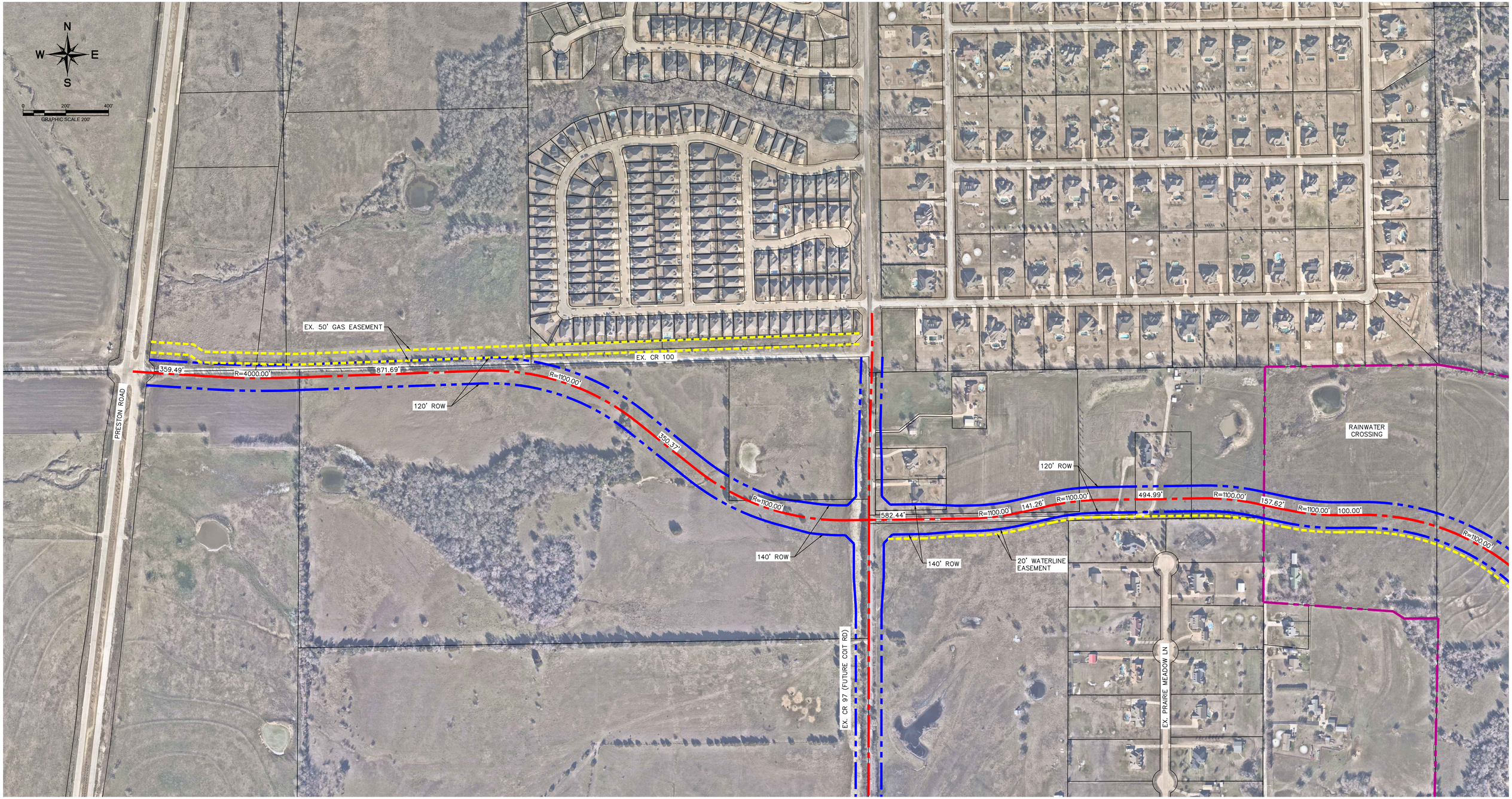
Legal Review:
Resolution has been previously reviewed and approved.

Supporting Documents:

1. GA Moore ROW Location Map
2. Property Resolution Acquistion GA Moore Parkway (Rainwater)

Financial Consideration:
The developer will be responsible for the cost of the acquisition.

Staff Recommendation:
Staff recommends approval.



G.A. MOORE PARKWAY - FULL

MARCH 13, 2024

THE ALIGNMENT SHOWN IS CONCEPTUAL IN NATURE AND IS TO BE CONFIRMED THROUGH DETAILED DESIGN AND CITY OF CELINA REVIEW PROCESS.

DWG NAME K:\CEL_CIVIL\068296500 - HFI RANCH\CAD\EXHIBITS\PLANSHEETS\GA MOORE ALIGNMENT_REVISED_20240311.DWG
LAST SAVED 3/11/2024 6:35 PM

RESOLUTION NO. 2024-21R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AUTHORIZING THE EXECUTION BY THE CITY MANAGER OF DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF RIGHT-OF-WAY, WATER EASEMENTS, WASTEWATER EASEMENTS, DRAINAGE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT FOR THE RAINWATER DEVELOPMENT OFFSITE GA MOORE PARKWAY PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for construction of GA Moore Parkway from Preston Road to approximately 0.35 miles east of Coit Road (Rainwater Development).

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

Section 1: That the findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: That the City Manager is authorized to negotiate and execute documents necessary to acquire rights-of-way, easements, and any other property interests necessary for the construction of the Rainwater Development in the locations identified in the attached Exhibit "A" on behalf of the City.

Section 3: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Celina, Texas, this 9th day of April 2024.

ATTEST:

_____
Susie Quinn, Interim City Secretary

APPROVED:

_____
Ryan Tubbs, Mayor

Exhibit A

Property ID	Owner	Legal Description	City	State	Zip Code
1725743	Preston Acreage/Spartan Texas Six	ABS A0377 JNO M Herron Survey, Tract 7, 50.3334 acres	Celina	TX	75009
2904432	Ramble Investment LP	ABS A0488 George Joy Survey, Tract 2, 94.962 acres	Celina	TX	75009
2907010	Ramble Phase I LLC	ABS A0488 George Joy Survey, Tract 16, 65.24 acres	Celina	TX	75009
2796517	Steven D & Cynthia L Sharrock	Sharrock Addition (GNC), Block A, Lot 3-1	ETJ	TX	75009
2659630	Joel C & Carolyn A Molinar	ABS A0488 George Joy Survey, Tract 13, 11.99 acres	ETJ	TX	75009
2659629	Joel C & Carolyn A Molinar	ABS A0488 George Joy Survey, Tract 11, 3.01 acres	ETJ	TX	75009
2854778	NTEX Financial LLC	ABS A0488 George Joy Survey, Tract 8, 40.0 acres	Celina	TX	75009
2501438	Mihai Herenyi	Prairie Meadows Estates (GNC), Lot 10	Celina	TX	75009
2717990	Sashi Varanasi & Toby Varghese	ABS A0130 BBB & C RY CO Survey, Tract 42, 2.0 acres	ETJ	TX	75009
2663843	Alfredo & Maria Rangel	ABS A0488 George Joy Survey, Tract 5, 23.781 acres	ETJ	TX	75009
2663844	Peter & Rebecca Martinez	ABS A0488 George Joy Survey, Tract 14, 1.0 acres	ETJ	TX	75009
2612973	Rogelio & Lorraine Aragonez	ABS A0488 George Joy Survey, Tract 12, 1.0 acres	ETJ	TX	75009
2866257	Joe E & Janice K Stalling	ABS A0130 BBB & C RY CO Survey, Tract 21, 10.969 acres	ETJ	TX	75009

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:	April 9, 2024
Re:	FY 2024 Budget Amendment ORD 2024-19

Action Requested:
Consider and act on Ordinance No. 2024-19 of the City Council of the City of Celina 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:
The City of Celina City Council adopts an annual operating budget that provides for approval of expenditures from October 1, 2023, to September 30, 2024. During the fiscal year, staff may need to provide the City Council budget amendment(s) to change the total appropriation for the FY 2023-2024 Budget.

The proposed amendment includes a revenue and expenditure offset for vehicle insurance claims in General and Water/Wastewater Funds. The amendment also includes increased fees not anticipated during the budget process for Central Appraisal District. The Finance Department reviews each amendment to provide for accountability of budgeted funds and determines if funding is available for the allocation.

Legal Review:
N/A

Supporting Documents:

1. ORD 2024-19 Amending the Budget_April 9, 2024

Financial Consideration:
Reviewed

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2024-19
BUDGET AMENDMENT

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.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 9th day of April 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A

Meeting date: April 9, 2024
FY 2024 Budget Amendment Detail

Budget Change # _____

Account #	Account Name	Description	Adjustment
102-400-000-4707	Insurance Reimbursement Revenue	Insurance Claims for Vehicle Repairs	(36,058)
102-102-000-6432	Vehicle Repairs	Insurance Claims for Vehicle Repairs	6,479
102-112-000-6432	Vehicle Repairs	Insurance Claims for Vehicle Repairs	11,479
102-110-000-6432	Vehicle Repairs	Insurance Claims for Vehicle Repairs	18,100
102-400-000-4707	Insurance Reimbursement Revenue	Insurance Claims for Vehicle Repairs	(7,501)
202-117-000-6432	Vehicle Repairs	Insurance Claims for Vehicle Repairs	2,567
202-118-000-6432	Vehicle Repairs	Insurance Claims for Vehicle Repairs	4,934
102-31-3050	Fund Balance	Central Appraisal District	(35,567)
102-104-000-6261	Central Appraisal Fee	Central Appraisal District	35,567

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:	April 9, 2024
Re:	Thomas Tract - PD Amendment ORD 2024-11 (postponed in Feb)

Action Requested:
Conduct a public hearing to consider and act on Ordinance No. 2024-11 (postponed from February) 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) (Mohan)

Background Information:
The request was to amend approximately 30 acres of Planned Development (PD) No. 17 with the Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards. At the regular meeting in February, the project was tabled, and the public hearing was continued, until the regular meeting in April to give the applicants an opportunity to coordinate with the adjacent neighborhood, and to allow representatives of the adjacent hospital to be present for the public hearing. The applicant formally withdrew the application on February 28, 2024. As such, Staff is requesting that, after the public hearing is conducted, no action is taken.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation - Thomas Tract

Financial Consideration:
N/A

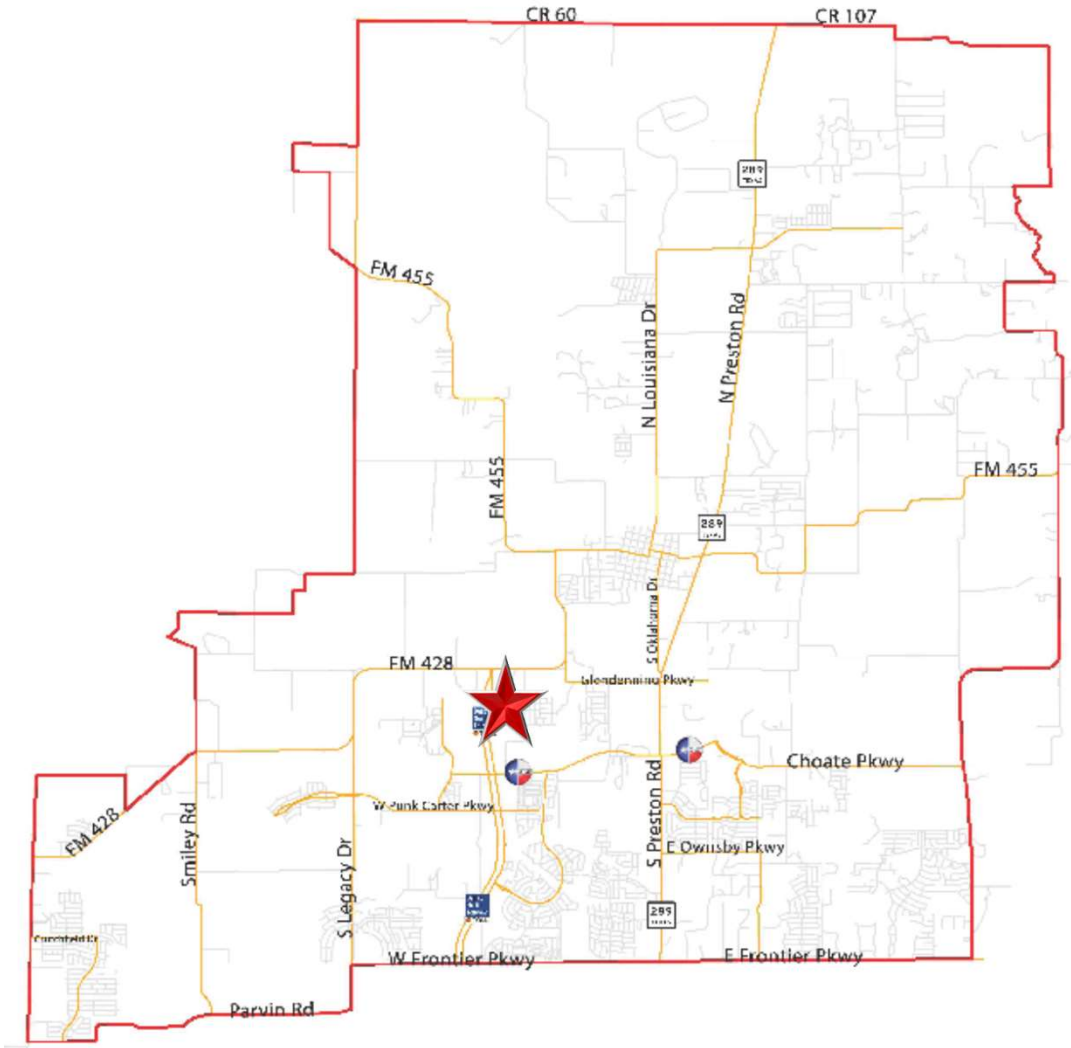
Staff Recommendation:
Staff recommends that no action be taken.

THOMAS TRACT

PD Amendment

City Council
April 9, 2024

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CR 107
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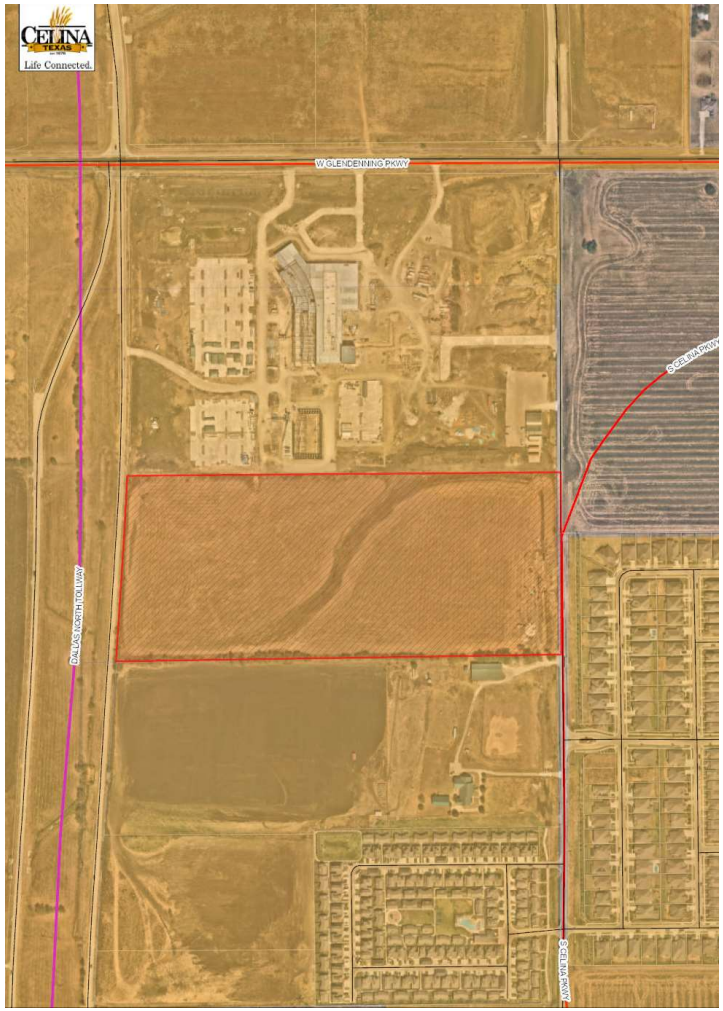
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
FM 428
Glendenning Pkwy
Choate Pkwy
W Funk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
E Owensby Pkwy
289
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located east of Dallas Parkway and approximately 1,200 feet south of future Glendenning Parkway

BACKGROUND

- The subject property is approximately 30 acres
- The subject property is currently zoned Planned Development PD No. 17, approved in 2005, which allows for a mix of retail, office, commercial, and industrial uses (with an SUP)
- The current zoning does not allow for any multi-family
- The DNTO prohibits surface-parked multi-family product types (MF-2) and restricts urban wrap products (MF-3) within 750' of the Dallas North Tollway

APPLICANT'S REQUEST

- The proposal is to rezone the subject property with the Dallas North Tollway Overlay District (DNTO), and the following land use deviations:
  - Multi-Family, Urban Edge (MF-2) permitted within the DNTO
  - Multi-Family, Urban Living (MF-3) permitted within 750' of the DNT
  - Restaurant, Drive-In or Drive-Thru, permitted in the High-Rise Subzone
  - Minimum height of commercial buildings reduced from 4 stories to 1 story, and multi-family buildings from 4 stories to 2 stories
  - No structured parking required

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended denial at its regular meeting on January 18th
- At its regular meeting on February 13th, City Council tabled the request and continued the public hearing until April 9th to give the applicants an opportunity to coordinate with the adjacent neighborhood, and to allow representatives of the adjacent hospital to attend the public hearing
- The rezoning request was formally withdrawn by the applicant on February 28th
- Staff requests that, after the public hearing is conducted, no action is taken

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:	Alexis Barnett
Date:	April 9, 2024
Re:	Bellevue Miller Tract (City & CISD) - Rezoning ORD 2024-20

Action Requested:
Conduct a public hearing to consider and act on Ordinance No. 2024-20 amending the Comprehensive Zoning Ordinance, by rezoning approximately 42 acres to Community Facilities District (CF); generally located north of Old Glendenning Road, and approximately 1,200 feet west of Coit Road, within the City Limits. (Bellevue Miller Tract (City of Celina & CISD) – Rezoning) (Mohan)

Background Information:
This request is to rezone approximately 42 acres, owned by the City of Celina and the Celina Independent School District, to Community Facilities District (CF). CF is the appropriate zoning district for government and school-owned properties. Although plans are not yet finalized, the City portion of the subject property is anticipated to be ground storage tanks and pump stations that add capacity to the City's utility system. The school does not yet have formal plans for their portion of the subject property, although a bus barn has been discussed previously. In addition to municipal and school uses, CF zoning would allow animal shelters, places of worship, an athletic stadium, a cemetery, an entertainment venue, a hospital, museums, a park or playground, a parking structure, and other comparable uses. Please refer to the attached documents for further information.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

2. ORD 2024-20 Amending comp plan
3. Location Map

Financial Consideration:
N/A

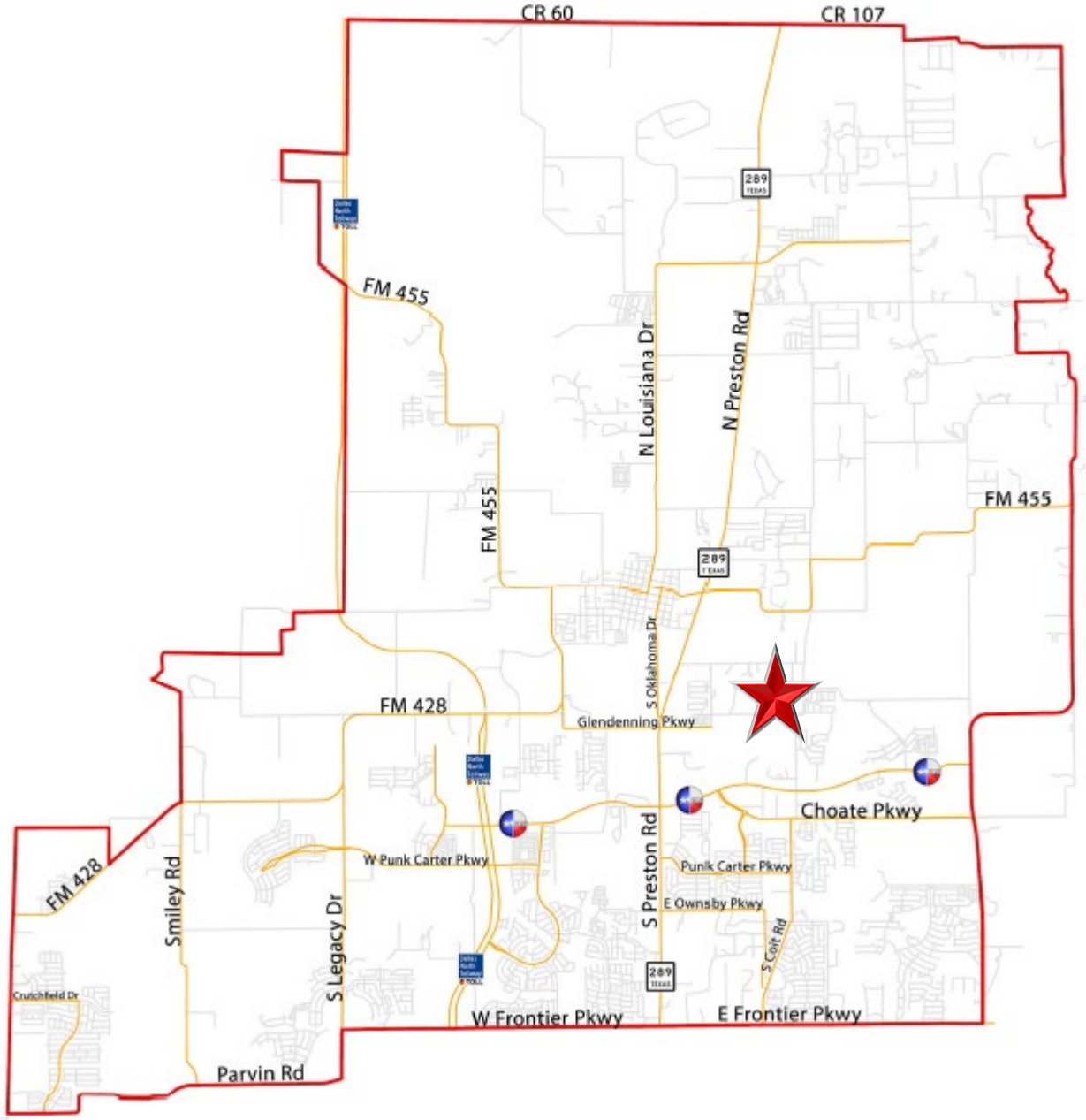
Staff Recommendation:
Staff recommends approval.

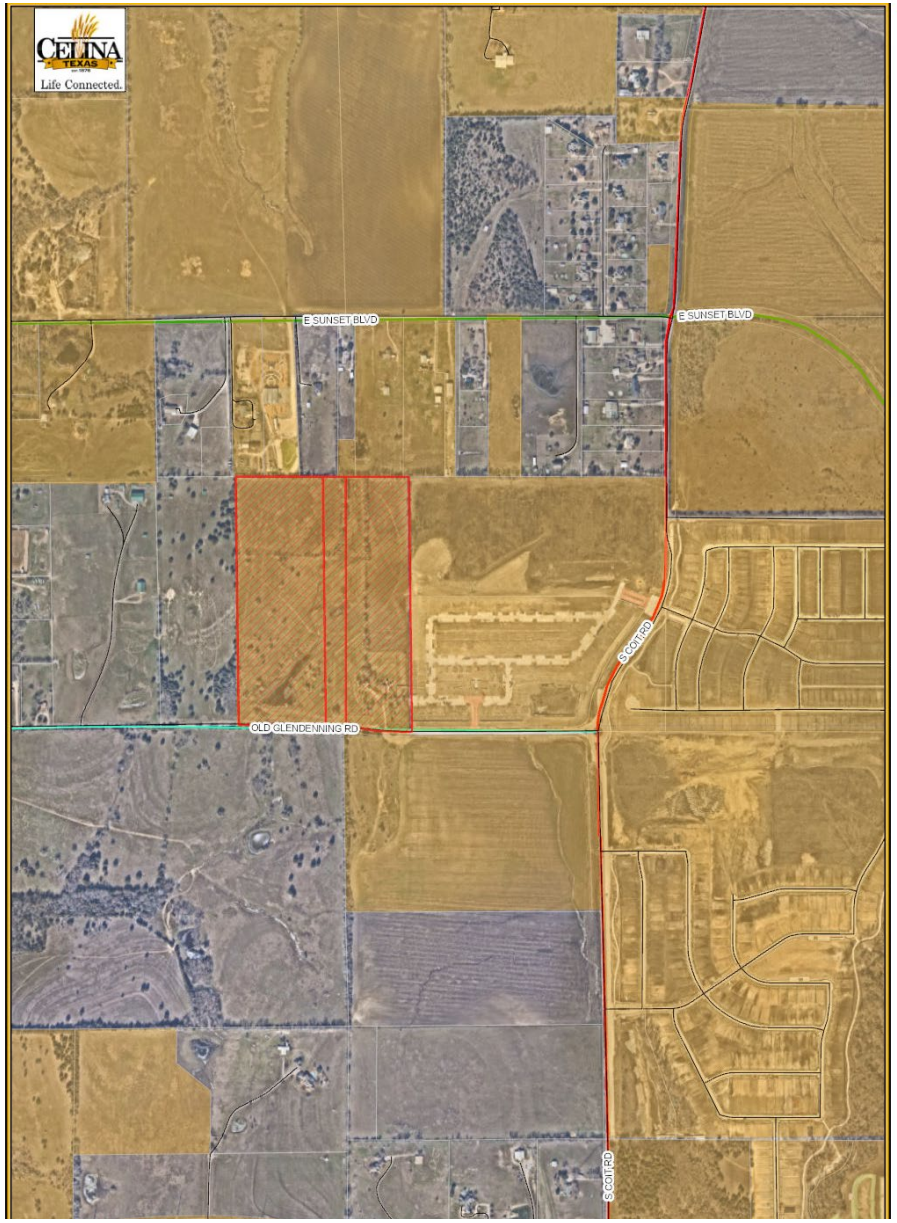
BELLEVUE MILLER TRACT

Rezoning

City Council
April 9, 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 generally located north of Old Glendenning Road, and approximately 1,200 feet west of Coit Road

BACKGROUND

- The subject properties are approximately 42 acres and located within the City limits
- The City owns 21 acres and has conveyed 21 acres to Celina ISD
- The subject properties were zoned Single-Family Residential, Detached District (SF-R) in 2020, prior to the City purchasing the properties in 2022
- The request is to zone the properties to Community Facilities District (CF), which is the appropriate zoning district for government facilities

BACKGROUND

- Celina consistently zones all municipal and school-owned properties to Community Facilities District (CF), without any known objections or concerns from CISD or the City
- All municipal and school-related land uses are allowed within the CF district
- Although plans are not yet finalized, the City portion of the subject property is anticipated to be ground storage tanks and pump stations that add capacity to the City's utility system
- The school does not yet have formal plans for their portion of the subject property, although the last use discussed was a bus barn facility

POLICY CONSIDERATIONS

- CF is the appropriate zoning designation for government-owned properties
- The rezoning request conforms with the Future Land Use Plan (FLUP)
- In addition to municipal and school uses, CF zoning would allow animal shelters, places of worship, an athletic stadium, a cemetery, an entertainment venue, a hospital, museums, a park or playground, a parking structure, and other comparable uses

P&Z PUBLIC HEARING

- The Commissioners asked about the anticipated use and timing of the property
- One Commissioner noted traffic concerns based on the existing roadway
- One resident suggested including more information about future uses for government-owned properties in zoning requests, when known

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in March
- Staff recommends approval as presented

ORDINANCE NO. 2024-20
BELLEVUE MILLER TRACT

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 42 ACRES LOCATED IN THE COLLIN COUNTY LAND SURVEY, ABSTRACT NO. 167, AND THE C. F. RICE SURVEY, ABSTRACT NO. 771, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF OLD GLENDENNING ROAD AND APPROXIMATELY 1,200 FEET WEST OF COIT ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE REZONED FROM SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R) TO 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 Community 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) zoning.

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.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 9th day of April 2024.

CITY OF CELINA

_____
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

[SEAL]

Exhibit A
Legal Description

TRACT 1

BEING a 20.775 acre tract of land situated in the Collin County School Land Survey, Abstract Number 167, Collin County, Texas and being a portion of a called 41.549 acre tract of land described by deed to Bellevue Partners, LTD. as recorded in Instrument Number 20160506000552620 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a Mag Nail found for the southwest corner of said 41.549 acre tract lying in the near center of County Road No. 90;

THENCE North 00 degrees 40 minutes 46 seconds West, along the west line of said 41.549 acre tract generally along a barbed wire fence, a distance of 1603.59 feet to a Fence Corner Post found for the northwest corner of same;

THENCE South 89 degrees 56 minutes 15 seconds East, along the north line of said 41.549 acre tract generally along a barbed wire fence, a distance of 563.82 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 00 degrees 40 minutes 46 seconds East, leaving the north line of said 41.549 acre tract and through the interior of same, a distance of 1606.71 feet to a 5/8 inch iron rod with cap stamped "TNP" set on the south line of same, also lying in the near center of said County Road No. 90;

THENCE North 89 degrees 37 minutes 15 seconds West, along the south line of said 41.549 acre tract along the near center of said County Road No. 90, a distance of 563.87 feet to the POINT OF BEGINNING containing 904,945 square feet, or 20.775 acres of land.

TRACT 2

BEING a 20.775 acre tract of land situated in the Collin County School Land Survey, Abstract Number 167, and the C.F. Rice Survey, Abstract Number 771, Collin County, Texas and being a portion of a called 41.549 acre tract of land described by deed to Bellevue Partners, LTD. as recorded in Instrument Number 20160506000552620 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a Mag Nail found for the southeast corner of said 41.549 acre tract and the southwest corner of a called 37.695 acre tract of land described by deed to VPTM Cross Creek LB, LLC as recorded in Instrument Number 20210916001894830 of the Official Public Records of Collin County, Texas, also lying on the north line of a called 44.25 acre tract of land described by deed to Celina Independent School District as recorded in Instrument Number 20190923001175910 of the Official Public Records of Collin County, Texas and lying in the near center of County Road No. 90;

THENCE North 89 degrees 50 minutes 33 seconds West, along the south line of said 41.549 acre tract and the north line of said 44.25 acre tract along the near center of said County Road No. 90, a distance of 44.95 feet to a Mag Nail found for an angle point in same;

THENCE North 88 degrees 00 minutes 06 seconds West, continuing along the south line of said 41.549 acre tract and the near center of said County Road No. 90, a distance of 188.99 feet to a Mag Nail found for an angle point in same;

THENCE North 81 degrees 44 minutes 38 seconds West, continuing along the south line of said 41.549 acre tract and the near center of said County Road No. 90, a distance of 226.66 feet to a Mag Nail found for an angle point in same;

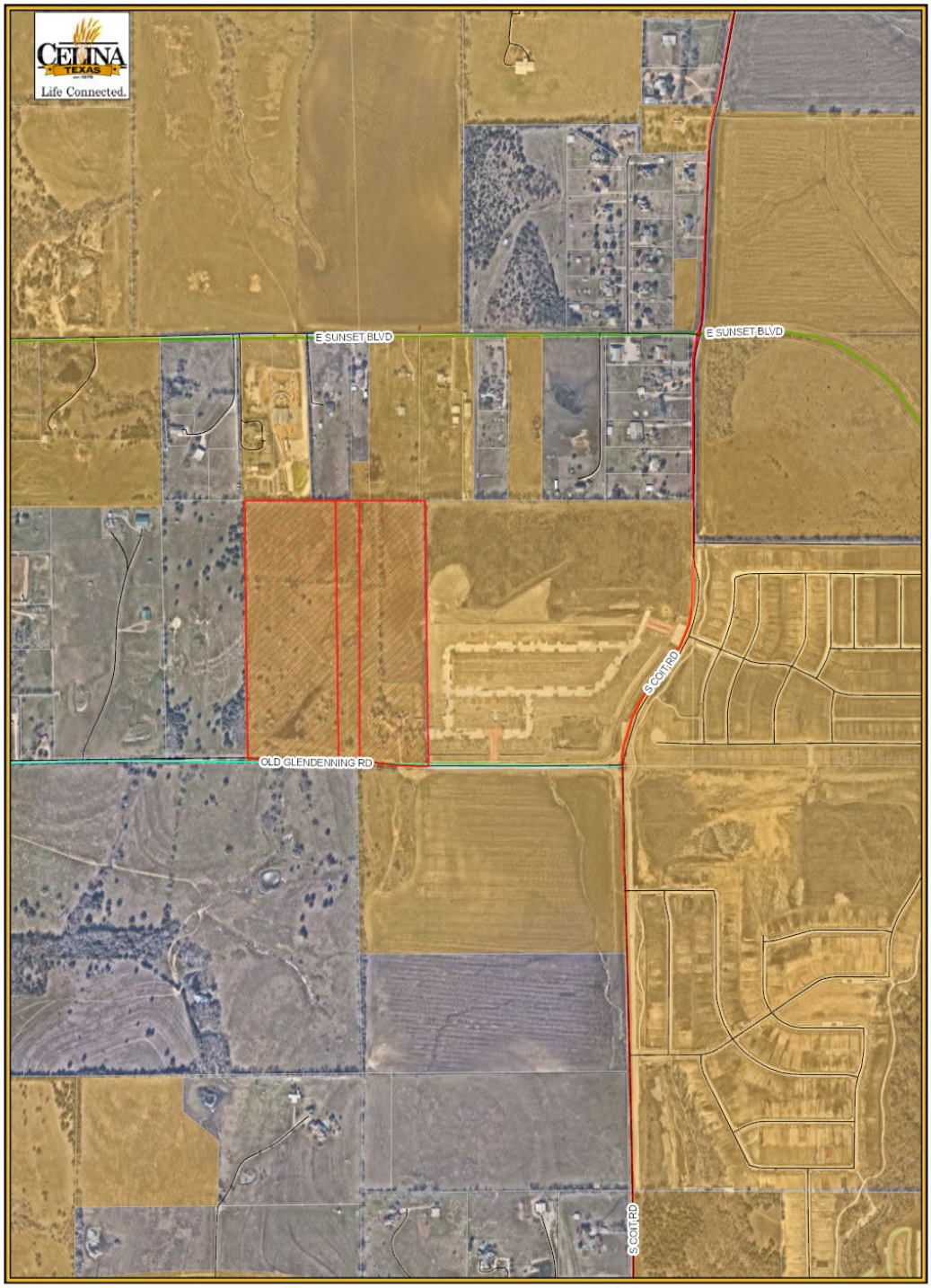
THENCE North 89 degrees 37 minutes 15 seconds West, continuing along the south line of said 41.549 acre tract and the near center of said County Road No. 90, a distance of 94.85 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

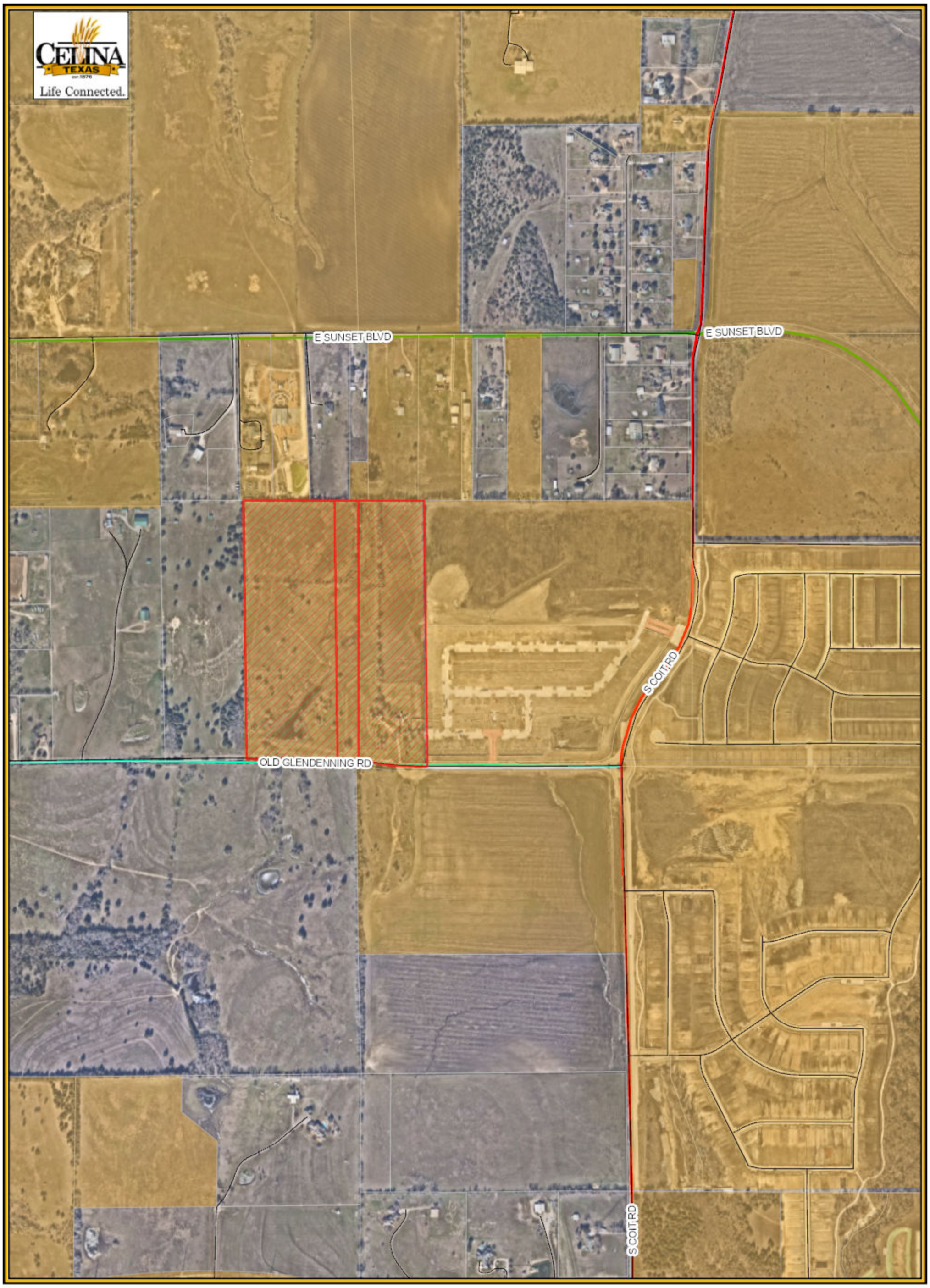
THENCE North 00 degrees 40 minutes 46 seconds West, leaving the south line of said 41.549 acre tract and through the interior of same, a distance of 1606.71 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the north line of same;

THENCE South 89 degrees 56 minutes 15 seconds East, along the north line of said 41.549 acre tract generally along a barbed wire fence, a distance of 555.48 feet to a 3/8 inch iron rod found for the northeast corner of same, also for the northwest corner of the aforementioned 37.695 acre tract;

THENCE South 00 degrees 40 minutes 46 seconds East, along the east line of said 41.549 acre tract and the west line of said 37.695 acre tract generally along a barbed wire fence, passing at a distance of 774.16 feet the northwest corner of a called 24.976 acre tract of land described by deed to TM BTR of Texas, LLC as recorded in Instrument Number 20210916001894870 of the Official Public Records of Collin County, Texas, and continuing along the east line of said 41.549 acre tract and the west line of said 24.976 acre tract generally along a barbed wire fence, for a total distance of 1646.43 feet to the POINT OF BEGINNING containing 904,945 square feet, or 20.775 acres of land.

Exhibit B
Depiction of Property





Legend

- Subject Property
- City Limits
- Roads
- Parcels

Bellevue Miller Tract
Location Map
City of Celina

2/29/2024

N
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S

0 500 1,000

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:	April 9, 2024
Re:	Lifeway Church - Development Agreement

Action Requested:
Conduct a public hearing to consider and act on a Development Agreement on approximately 14 acres, generally located north of County Road 58 and approximately 325 feet west of County Road 59, within the Extraterritorial Jurisdiction (ETJ). (Lifeway Church – Development Agreement) (Mohan)

Background Information:
This request is for a Development Agreement for a church on approximately 14 acres, generally located north of County Road 58 and approximately 325 feet west of County Road 59, within the Extraterritorial Jurisdiction (ETJ). Please refer to the attached documents for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Staff Presentation
3. Draft Agreement

Financial Consideration:
N/A

Staff Recommendation:

Staff recommends approval.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Lifeway Church Location Map

City of Celina

2/28/2024

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0 500 1,000

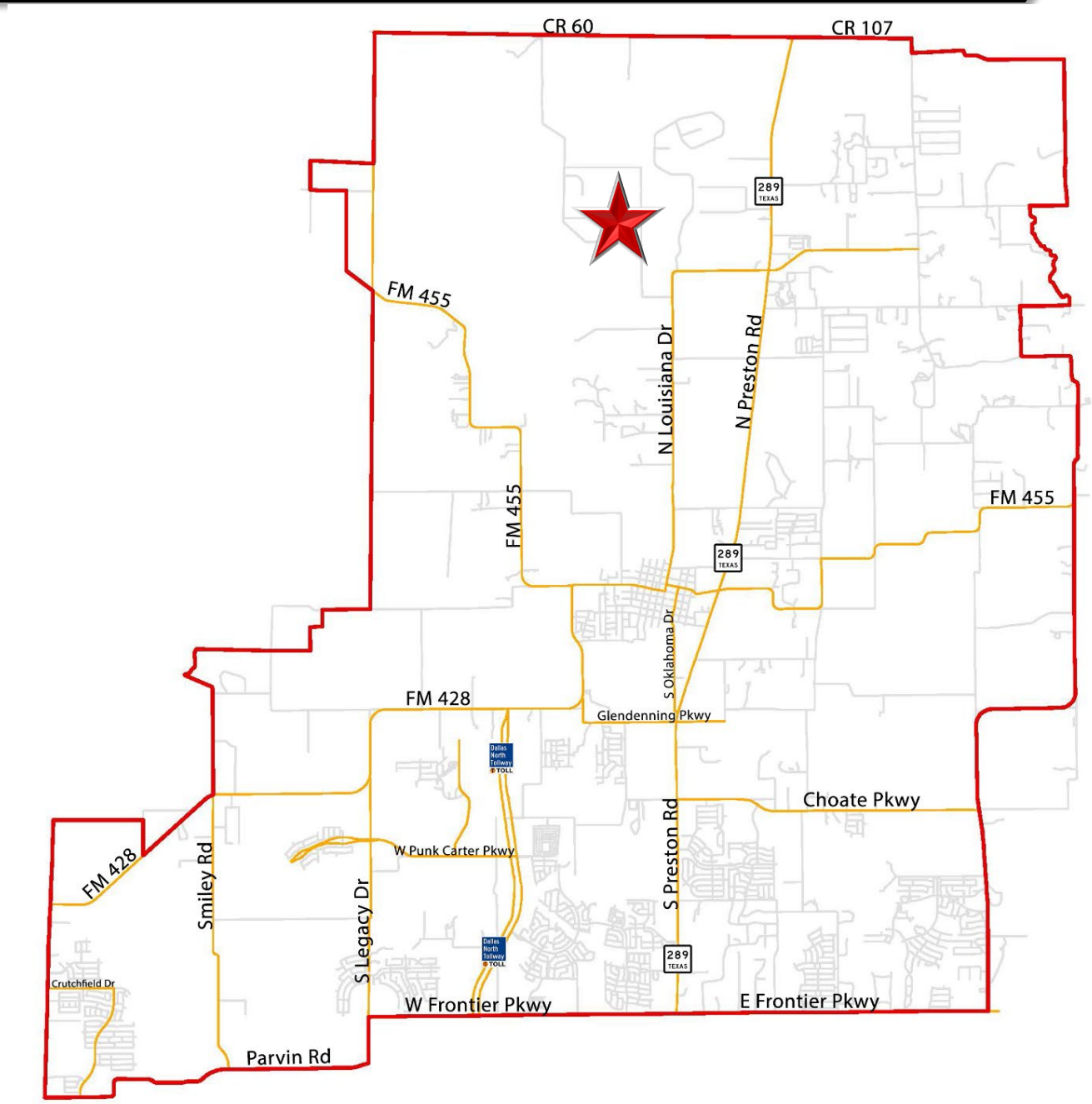
Feet

LIFEWAY CHURCH

Development Agreement

City Council
April 9, 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
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TEXAS
Crutchfield Dr
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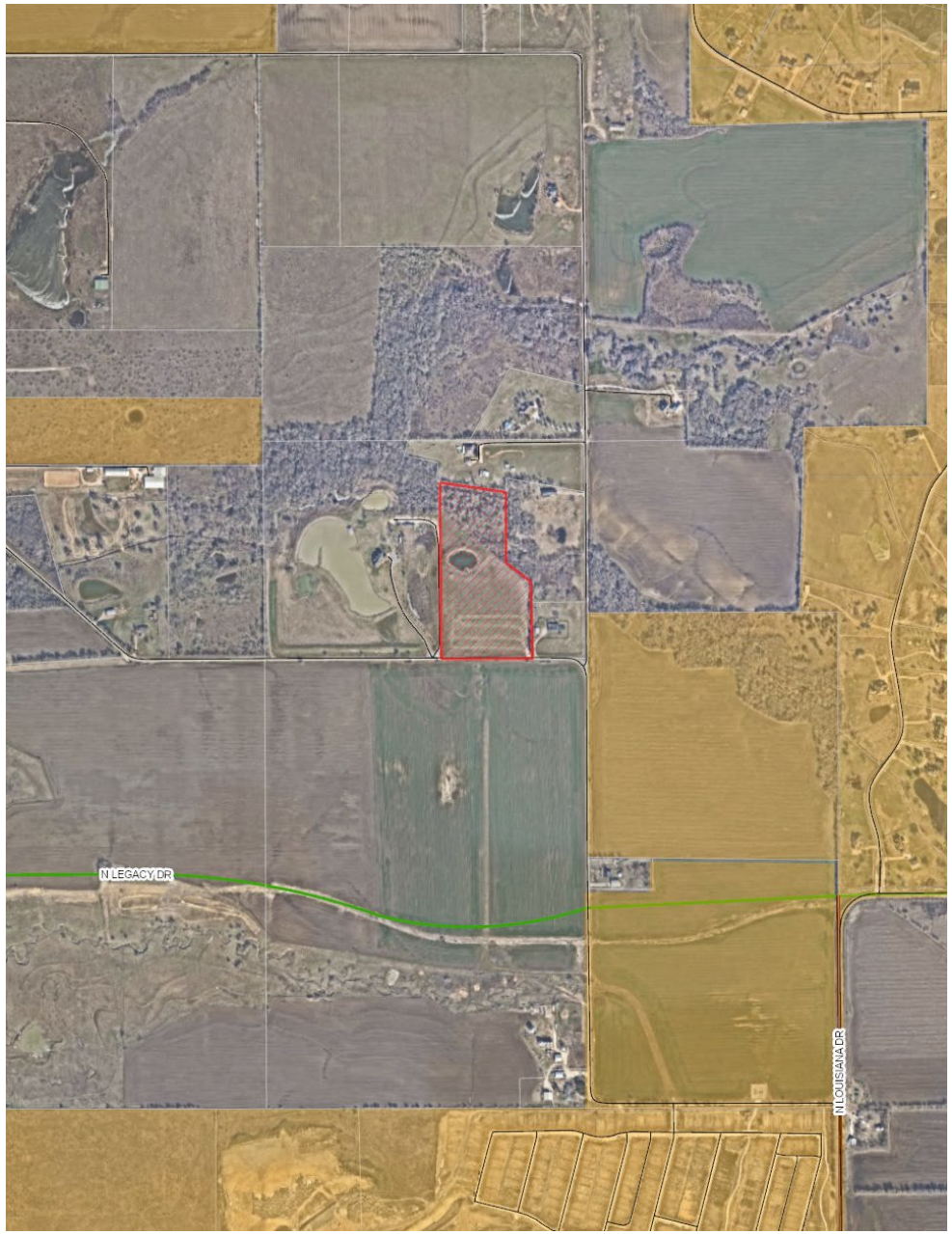
Parvin Rd



LOCATION MAP

The subject property is generally located at the northwest corner of CR 58 and CR 59, east of Legacy Hills and west of North Preston Lakes Estates

BACKGROUND

- The subject property is approximately 14 acres, located in the Extraterritorial Jurisdiction (ETJ)
- No pre-annexation agreement exists on the property
- The property owner desires to outline the future annexation and zoning that will apply to the tract through a Development Agreement (DA) with the City
- The DA would allow a start-up phase with reduced design standards, due to the lack of available infrastructure in the vicinity of the property
- The property owner is proposing a church

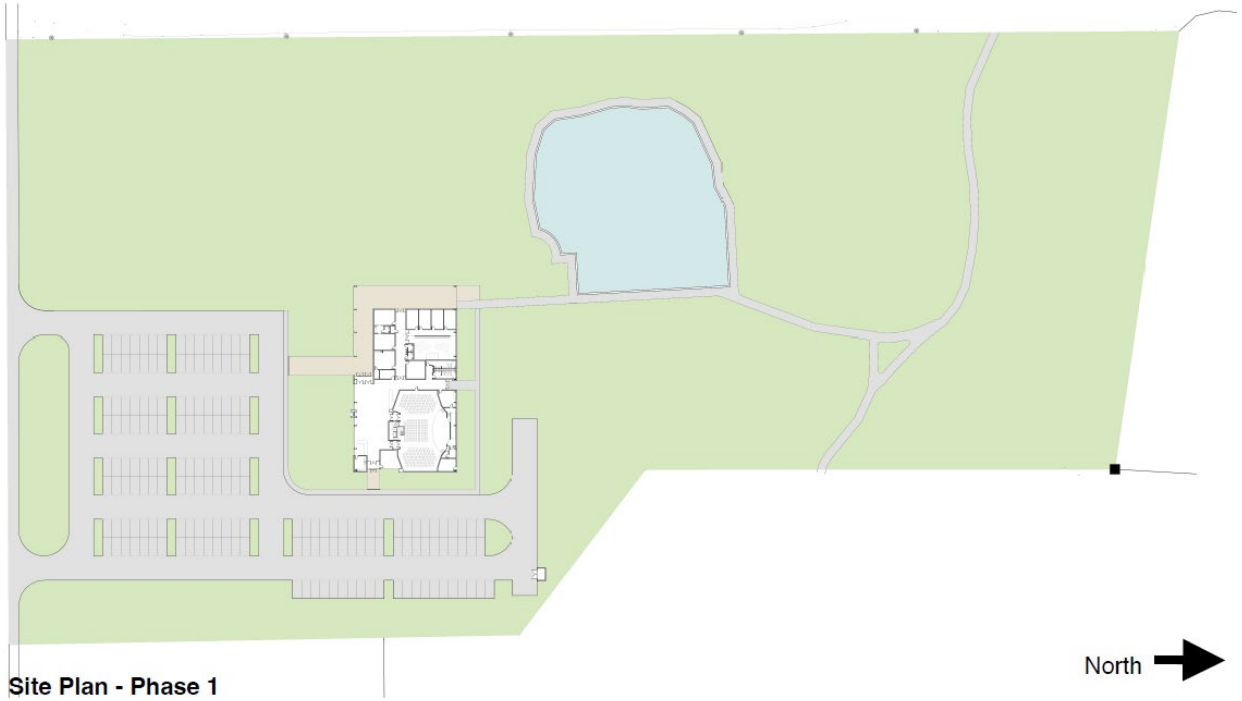
AGREEMENT OVERVIEW

- Voluntary annexation and zoning to Community Facilities District (CF)
- Reduced architecture standards for Phase 1
- The following City requirements would be delayed until Phase 2:
  - Traffic study
  - CR 58 roadway improvements
  - Roadway & sewer impact fees
  - Connection to City sewer
  - Left-turn & right-turn lanes
  - Concrete spine trail along floodplain and around the pond
  - Meandering sidewalks along thoroughfares

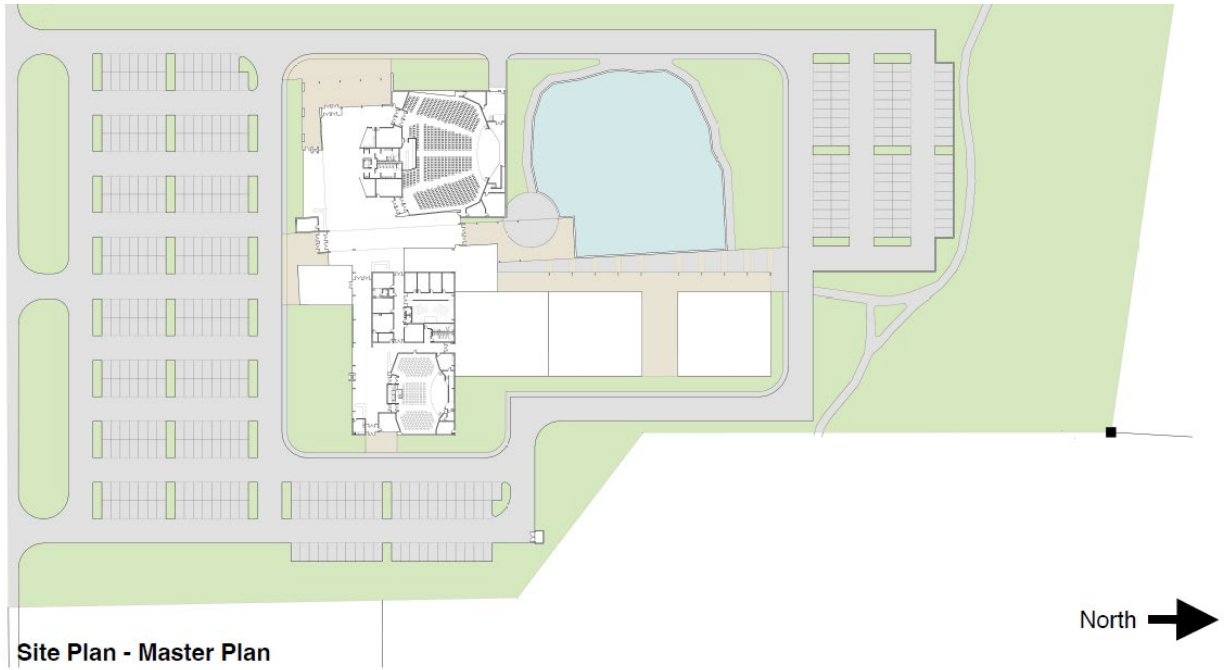
RENDERING (PHASE 1)



CONCEPT PLAN



Site Plan - Phase 1



Site Plan - Master Plan

POLICY CONSIDERATIONS

- The DA brings 14 acres into the City Limits
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations
- Full conformance with City regulations during Phase 1 would be cost prohibitive for a church use
- Phase 2 and beyond will adhere to City regulations (architecture, infrastructure, etc.) and pay all fees

POLICY CONSIDERATIONS

- Historically, the City has supported start-up phases for churches, including reductions and waivers of impact fees
- The proposed church is voluntarily annexing and would not be obligated to pay any fees or abide by any City standards absent this agreement
- Other than the Phase 1 impact fee waiver, all other City fees apply

P&Z PUBLIC HEARING

- The Commissioners asked about Phase 1 infrastructure and anticipated seats, architectural reductions for Phase 2 (not proposed), and notification requirements
- There was no public feedback at the public hearing

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in March
- Staff recommends approval as presented

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Lifeway Church (the "Owner") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain capitalized terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement, Owner owns 13.066 acres of land, generally located at the west of County Road 59 and north of County Road 58, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Owner intends to develop the Property as assembly uses to include church and place of worship (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan and rendering attached hereto as **Exhibit C** (the "Concept Plan & Rendering"), the development standards attached hereto as **Exhibit D** (the "Development Standards"); and

WHEREAS, the Owner intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, in consideration of the Owner's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the impact fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the City holds the certificates of convenience and necessity (the "CCN") to provide retail water and wastewater service to the Property, and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Owner to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; landscaping,; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements, Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will add value by providing additional ways to serve the community with additional places for worship and community events within the City; and

WHEREAS, the City and the Owner agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that the Owner execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-3 of Texas Local Government Code, Chapter 43, as forth in Article IV below; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, as it may be subsequently amended.

Notice is defined in Section 11.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 9.1(a).

Parties means the Owner and the City.

Party means the Owner or the City.

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements.

Roadway Improvements is defined in Section 2.1(c).

Water Improvements is defined in Section 2.1(d) and described and depicted on **Exhibit E**.

Wastewater Improvements is defined in Section 2.1(e).

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Owner in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Owner to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Owner shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys.

(c) Roadway Improvements by Owner. As required by the City Regulations, Owner shall, at its sole cost and expense, design and construct the following (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Owner shall construct roadway improvements required for CR 58 prior to beginning construction of the next future phase after the completion of phase 1; and

(3) A traffic impact analysis shall be required prior to beginning construction of the next future phase after the completion of phase 1. Any required turn lanes on CR 58 or CR 59, as determined by the traffic impact analysis, shall be constructed with roadway improvements of the next future phase after phase 1.

(4) Owner shall construct two points of ingress/egress during the construction of phase 1. A third ingress/egress and cross connection shall be constructed with the next future phase after phase 1.

(d) Water Improvements by Owner. As required by the City Regulations and as depicted on **Exhibit E**, Owner shall, at its sole cost and expense, design and construct the following (the "Water Improvements"):

(1) Owner shall construct two thousand (2000) feet of the required twelve (12) inch water loop. Owner will be allowed an open cut at the connection point along CR 58 with two hundred (200) PSI flowable concrete trench infill; and

(2) Owner shall install three (3) fire hydrants, maintaining one thousand (1,000) feet between each fire hydrant, along CR 58 and CR 59.

(e) Wastewater Improvements by Owner. As required by the City Regulations, Owner shall, at its sole cost and expense, design and construct the following (the "Wastewater Improvements"):

(1) All wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development shall be required for all phases with the exception of phase 1; and

(2) A private wastewater system shall be allowed for Phase 1. Owner shall be required to construct and connect to wastewater improvements at time of constructing the next future phase after the completion of phase 1.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated in accordance with the City Regulations.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Owner may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Owner may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. As consideration for the impact fees being waived for Phase 1 of the Property, Owner has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all

subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Commercial Fees. The Property will be subject to those fees and charges that are applicable at the time of building permit for the commercial portions of the Development that are charged pursuant to City Regulations with the exception that no roadway, sewer, water, or other impact fees shall be assessed for phase 1.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "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 SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS

EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) **THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

4.3 **THE OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, 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 THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE OWNER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE OWNER 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 THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE 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 PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, Owner agrees to submit a voluntary annexation petition for the Property. The Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, the Owner shall execute another voluntary annexation petition for the Property within ten (10) days of being requested to do so. Owner shall not petition for release from the City's ETJ pursuant to Chapter 42, Texas Local Government Code, as enacted by S.B. 2038, any amendments to Chapter 42, or any other future change in law. Any such action shall be deemed a breach of this Agreement. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement of the City's authority to annex the Property. The Owner acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Owner;

(b) Owner is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Owner's consent, and by entering into this Agreement, Owner hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Owner the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan & Rendering, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan & Rendering, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Owner to Successors.

(a) The Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner and becomes an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. A Owner Assignee is considered the "Owner" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to a Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by the Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Owner shall maintain written records of all assignments made to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and

the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.3 Collateral Assignments. The Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

8.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of

the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE IX
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, except the obligations of Owner, its successors and assigns, for annexation and compliance with City Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer"),.

9.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City $1,000 at the time of the Owner's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X
ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. 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 or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
To the Owner:	Attn: Josh E. Price Lifeway Church, Inc. 701 E. Pecan Street Celina, Texas 75009
With a copy to:	Mark Killingsworth PLLC 5716 Autumn Trail Celina, Texas 75009 E-mail: mark@mkpllc.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.

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has

been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

10.6 Entire Agreement. This Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

10.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

10.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

10.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A Legal Description of the Property
Exhibit B Depiction of the Property

Exhibit C Concept Plan & Rendering
Exhibit D Development Standards
Exhibit E Water Improvements

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

10.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Owner expressly amending the terms of this Agreement.

10.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

10.17 Form 1295 Certificate. The Owner represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Owner 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. The Owner 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 the Owner. The information contained in the From 1295 completed by the Owner has been provided solely by the Owner and the City has not verified such information.

[signatures on following pages]

EXECUTED by the City and the Owner on the respective dates stated below after approval of the City Council of the City on _____, 2024.

Date: _____ **CITY OF CELINA**

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

OWNER:

_____
_____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2024, personally appeared _____, _____ of _____, a _____company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Being a tract of land situated in the Gabriel Chenaweth Survey, Abstract No. 140, Collin County, Texas, same being a tract of land conveyed to Richard C. Smith and Janet L. Smith, Trustees of the Richard Smith and Janet Smith Living Trust, by deed recorded in Instrument No. 20190206000128610, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for corner, said corner being the Southeast corner of a tract of land conveyed to Mark A. Palmer and spouse, Deborah L. Palmer, by deed recorded in Instrument No. 20120120000072350, Official Public Records of Collin County, Texas, and being in the North line of a tract of land conveyed to LMR Holdings, LTD., by deed recorded in Instrument No. 2009021300015800, Official Public Records of Collin County, Texas, and being in the centerline of County Road No. 58 (a Public right-of-way);

THENCE North 00 degrees 24 minutes 55 seconds West, along the East line of said Palmer tract, a distance of 1150.93 feet to a ½ inch iron rod found for corner, said corner being a Northeast corner of said Palmer tract, and being the Southwest corner of a tract of land conveyed to Jim C. Moore, and Sherri L. Moore, husband and wife, by deed recorded in Instrument No. 2003-0132400, Official Public Records of Collin County, Texas;

THENCE South 81 degrees 36 minutes 38 seconds East, along the South line of said Moore tract, a distance of 433.88 feet to a fence post found for corner, said corner being the Southeast corner of said Moore tract, and being along the West line of a tract of land conveyed to Oliver Grabbe and Jamie Grabbe, husband and wife, by deed recorded in Instrument No. 20191219001621750, Official Public Records of Collin County, Texas;

THENCE along the Grabbe tract, the following courses and distances:

South 00 degrees 02 minutes 26 seconds East, a distance of 460.29 feet to a ½ inch iron rod found for corner;

South 52 degrees 43 minutes 19 seconds East, a distance of 203.97 feet to a ½ inch iron rod found for corner;

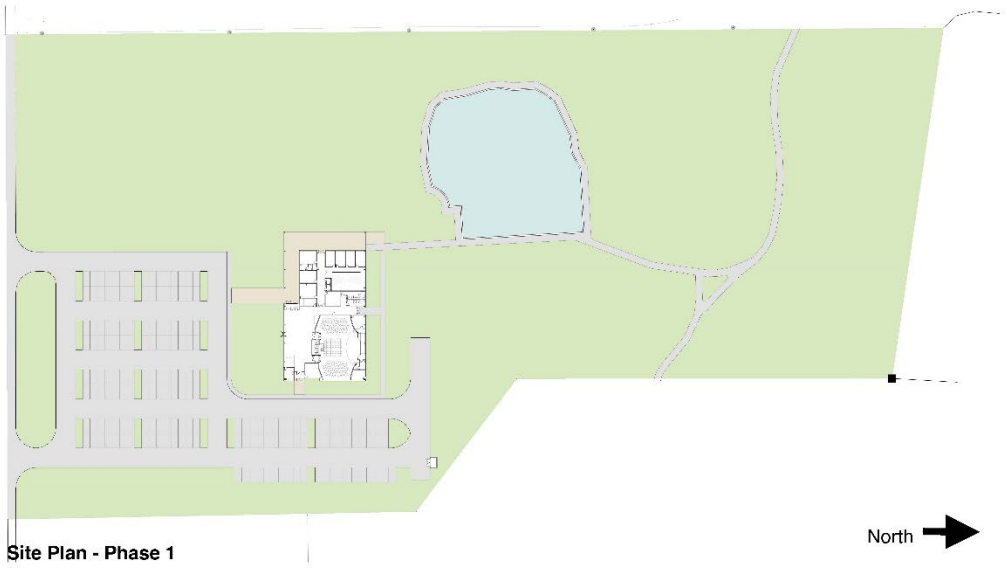
South 01 degree 05 minutes 25 seconds East, a distance of 501.11 feet to a ½ inch iron rod found for corner, said corner being the Southwest corner of a tract of land conveyed to Gary D. Vest, a married person, by deed recorded in Volume 3925, Page 3052, Official Public Records of Collin County, Texas, and being in the North line of said LMR Holdings tract, and being in the centerline of said County Road No. 58;

THENCE South 89 degrees 44 minutes 08 seconds West, along the centerline line of said County Road No. 58, a distance of 593.05 feet to the POINT OF BEGINNING and containing 569,288 square feet or 13.07 acres of land.

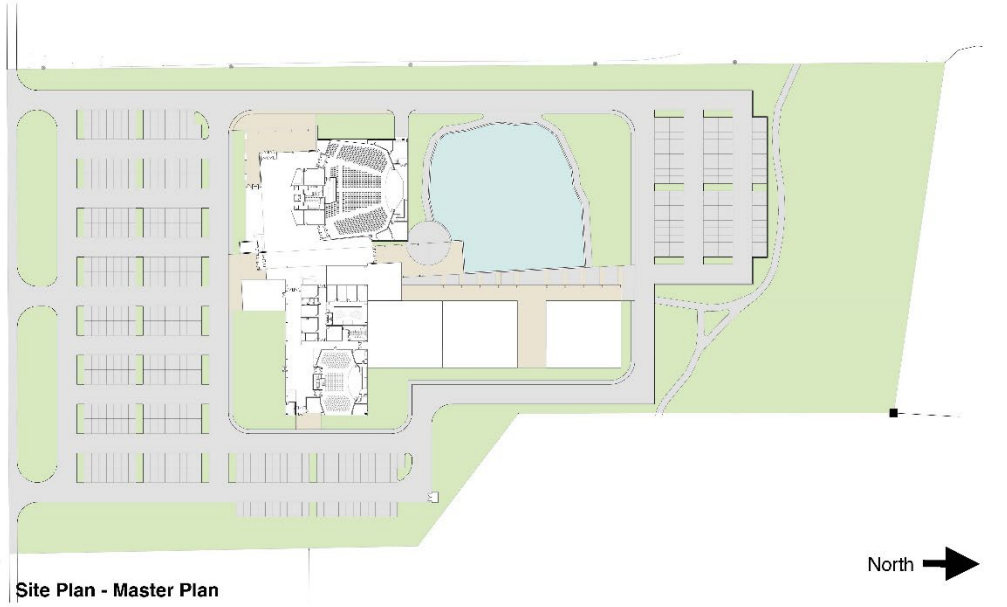
EXHIBIT B
DEPICTION OF THE PROPERTY



EXHIBIT C
CONCEPT PLAN & RENDERING



Site Plan - Phase 1



Site Plan - Master Plan

Phase 1
South Elevation

EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan

The subject property shall generally develop per the attached Concept Plan, which shows conceptual locations of future facilities and parking layouts. This arrangement may change in the future, in compliance with City standards. The subject property shall comply with all applicable City regulations, unless otherwise modified herein.

Zoning

The base zoning for the subject property will be Community Facilities District (CF).

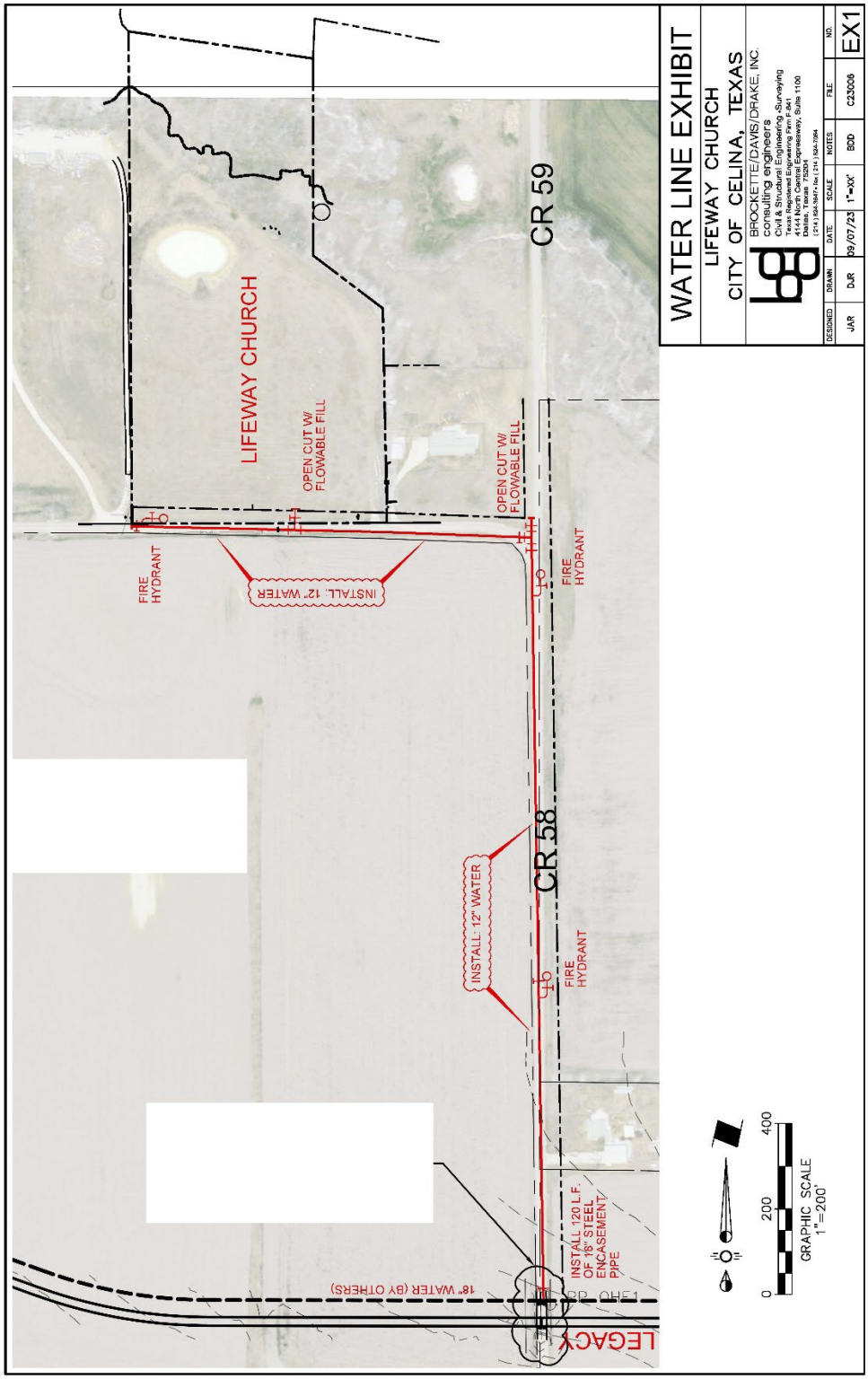
Screening

Due to the size of the lot, the perimeter is not required to have a masonry screening wall or landscaping; however, the requirements for street trees and all other interior landscaping still applies.

Phasing

- Gravel may be used for up to one-half the parking spaces within Phase 1, so long as parking is converted to concrete at time of the next phase.
- Future phases will be required to provide additional vehicular and pedestrian cross-access connections to adjacent properties.
- The required 12’ spine trail along the floodplain, 6’ concrete path around the pond, and meandering sidewalk along CR 58 shall be installed with Phase 2.
- The architecture and materials of the Phase 1 building shall meet the intent of the attached rendering. Metal is allowed so long as there are stone accents as well as articulation or other accentuated features that prevent a boxy look.
- Open space and enhanced landscape amenities, conforming to the Zoning Ordinance and Multi-Family & Commercial Vision Book, shall be installed with Phase 2.

EXHIBIT E
WATER IMPROVEMENTS



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:	April 9, 2024
Re:	Landscaping & Tree Preservation - Text Amendment ORD 2024-21

Action Requested:
Conduct a public hearing to consider and act on Ordinance No. 2024-21 amending the City's Code of Ordinances, by amending Chapter 14: Zoning, Article 14.04: Site Development Standards, Part Two: Landscaping & Tree Preservation, to modify landscaping regulations. (Landscaping & Tree Preservation – Text Amendment) (McAfee)

Background Information:
The maintenance of existing ordinances is considered routine in order to maintain a healthy and functional regulatory framework. This request is to update 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 programming, simplify landscaping regulations for new residential homes, add images of local and regional examples, and remove contradictory language, among other minor items. Per Council's direction, Staff reached out to the development community and other stakeholders and incorporated feedback. A sampling of developer feedback is included below:

- 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 or parking.
- Enforcement. The provisions of this section shall be administered and enforced by the Director.
- Caliper. The diameter of a tree trunk measured ~~twelve (12) inches above ground level~~ at breast height (4½ feet 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.

- Detention (dry) ponds. Shall be designed in a manner to be an amenity to the development by providing a slope no steeper than six-to-one ~~slope~~ (6:1), a large canopy tree each fifty (50) linear feet of the perimeter, benches, a perimeter concrete trail, and trash receptacles.
- Patio/plaza/Synthetic Turf space for gathering area;
- Protective fencing. Solid, protective fencing a minimum of ~~three (3)~~ four (4) feet in height will be located at the drip lines of all protected trees that border the limits of construction.

Please see the attachments for additional information.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. ORD 2024-21 - Landscaping and Tree Preservation
3. Proposed Redline

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

LANDSCAPING ORDINANCE

REVISIONS

City Council
April 9, 2024



BACKGROUND

- The *Scenic Texas* program recognizes Celina's development standards as *Platinum*, indicating that they are among the best in the state
- The Comprehensive Plan directed staff to proactively monitor development standards for improvements
- It is best practice to periodically review and revise regulations in order to maintain a healthy and functional regulatory framework (as well as the City's *Platinum* designation from *Scenic Texas*)
- It's timely to review the City's regulations for landscaping *(last updated in 2019)*

TIMELINE

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

PROPOSED REVISIONS

- The redline and clean drafts of proposed changes were attached in the packet for review
- Codifies any changes from the Vision Books
  - 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.

PROPOSED REVISIONS

- Clarifies internal policy where possible to improve customer service
  - The Approved Plant List 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.
- Eliminates platitude-type language that does not add value or cannot be enforced
  - ~~Developer discretion. These regulations are intended to encourage creativity, safety, visual diversity, and water conservation in landscaping.~~

PROPOSED REVISIONS

- Updated regulations for detention ponds
  - Detention (dry) ponds. Shall be designed in a manner to be an amenity to the development by providing a six-to-one (6:1) slope, a large canopy tree each fifty (50) linear feet of the perimeter, benches, a perimeter concrete trail, and trash receptacles.
- Updated the Approved Plant List

ARTICLE IV, PART TWO, TABLE 1 APPROVED PLANT LIST		
LARGE CANOPY TREES		
Arizona Cypress*	Austrian Pine*	Cypress (Bald or Pond)
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

PROPOSED REVISIONS

- Improves trail connectivity
  - ➢ Trail Connectivity. All new development should connect into the City's trail system and provide meaningful pedestrian opportunities that exemplify Life Connected.
- Simplifies tree regulations for new residential homes

ARTICLE IV, PART TWO, TABLE 2 RESIDENTIAL TREES		
Size of Lot	Number of Large Trees	Number of Ornamental Trees
Urban	1 in front yard, when feasible	1
Suburban	2 total; 1 in front yard	1
Estate	4 total; 2 in front yard	1
Corner lots, all sizes	1 additional tree in side yard	-

PROPOSED REVISIONS

- Improves language within Tree Preservation
  - 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.~~
- Adds language for the use of pollinator gardens
  - 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.
  - Minor Open Space (MOS) amenity option: Pollinator gardens or raised planter beds

DEVELOPMENT COMMUNITY FEEDBACK

- Per Council's direction, Staff reached out to the development community and other stakeholders for feedback on the draft changes
- The input received by Staff helped further clarify language through suggestions of alternative wording
- Input requesting reductions in design standards was strictly scrutinized prior to incorporating
- Several ideas were already covered by existing policy and practice, or elsewhere in the document

DEVELOPMENT COMMUNITY FEEDBACK

- Sampling of input:
  - 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 or parking.
  - *Enforcement.* The provisions of this section shall be administered and enforced by the Director.
  - *Caliper.* The diameter of a tree trunk measured ~~twelve (12) inches above ground level~~ at breast height (4½ feet 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.
  - Detention (dry) ponds. Shall be designed in a manner to be an amenity to the development by providing a slope no steeper than six-to-one ~~slope~~ (6:1), a large canopy tree each fifty (50) linear feet of the perimeter, benches, a perimeter concrete trail, and trash receptacles.
  - Patio/plaza/Synthetic Turf space for gathering area;
  - Protective fencing. Solid, protective fencing a minimum of ~~three (3)~~ four (4) feet in height will be located at the drip lines of all protected trees that border the limits of construction.

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at the regular meeting in March
- There was no public feedback at the public hearing
- Staff recommends approval as presented

NEXT STEPS

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

ORDINANCE NO. 2024-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF CELINA, BEING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING ARTICLE 14.04 SITE DEVELOPMENT STANDARDS, PART TWO LANDSCAPING & TREE PRESERVATION; PROVIDING FINDINGS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION, ENGROSSMENT, AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (hereinafter referred to as "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the "City Council") adopted Chapter 14 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City (the "Zoning Ordinance"), which sets forth various regulations for promoting the public health, safety, morals and general welfare, and protecting and preserving places and areas of historical, cultural and/or architectural importance and significance within the City and are made with reasonable consideration, among other things, for the character of each zoning district and its peculiar suitability for the particular uses specified; and

WHEREAS, having considered the proposed amendments to the Zoning Ordinance and the appropriateness of the amendments; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council, at which the City Council considered the recommendation of the Planning and Zoning Commission and does hereby find that the amendments to the Zoning Ordinance approved hereby accomplishes such objectives; and

WHEREAS, the Zoning Ordinance incorporates design standards, including landscaping, that are differentially applicable to residential and non-residential developments; and

WHEREAS, such standards substantially further the preservation of property values and the promotion of economic development within the City.

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 and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City, and of the public health, safety and welfare. The foregoing premises are legislative findings of the City Council of the City.

SECTION 3
AMENDMENT TO ARTICLE 14.02 ZONING DISTRICTS, PART FIVE SPECIAL DISTRICTS

Amending Article 14.04 Site Development Standards, Part Two Landscaping & Tree Preservation, to repeal and replace, in its entirety, Section 14.04.201 Landscaping General Administration through Section 14.04.300 Reserved, per the attached regulatory document in Attachment A.

SECTION 4
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. 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 5
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances, "Section 8.01.002, Possession of Catalytic Converters," 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 6
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 whole or 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 7
PENALTY

Any person, firm, corporation or entity violating this Ordinance or any provision of the Zoning Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing days' violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Celina from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8
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 9
PUBLICATION AND EFFECTIVE DATE

This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this the 9th day of April 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Susie Quinn, Interim City Secretary

14.04.201.....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 or parking.

(2) 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.

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

(c) ***Enforcement***. The provisions 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 until the landscaping is properly restored.

(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.

(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 during a drought situation 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 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 may be revoked.

14.04.202.....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.

Caliper. The diameter of a tree trunk measured at breast height (4½ feet 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.

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.

Fencing, Protective. Snow fencing, chain-link fencing, orange vinyl construction fencing or similar fencing with a four (4) foot approximate height. The Director 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.

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 and security (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 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.
- *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.

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.

- *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, paving, grading, or construction permit. The Director shall review such plans for compliance with these regulations. If the plans are not in 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.

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

(d) ***Additional Requirements.***

(1) No substitutions for plant materials are allowed without approval by the Director.

(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. 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 should not be planted underneath the lines and should be oriented in a manner to avoid conflict.

(4) All trees 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 neutral in color.

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. 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 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.

(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 considered 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.

(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." Elements, both in terms of quality and quantity, shall be in scale with the development and appropriately aligned with its land uses, as determined by the Director.

(j) ***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.

(k) ***Development Entries***. The landscape island at the main entrances to a development shall be within a platted common area lot (residential) 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.

(l) ***Unsustainable Structures***. For any proposed structure that does not meet the Architectural Design Standards of the Zoning Ordinance, the Fire Code, or the Building Code, the following setbacks and landscape screening apply:

(1) 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;

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

(m) ***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:

(1) Trails shall be provided per the Master Trails Plan.

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

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

(4) 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.

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

(6) 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; 10' wide adjacent to 4-lane roadways; 8' wide adjacent to collectors; and 5' wide for general streets.

(n) ***Detention/Retention Ponds***. Stormwater control devices, such as detention/retention basins, ponds, conveyance swales, 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, erosion, and improve beautification, and in all cases the ponds shall be vegetated. Ponds shall be designed per the following:

(1) Detention (dry) ponds. Shall be designed in a manner to be an amenity to the

development by providing a slope no steeper than six-to-one (6:1), 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 slope, no steeper than four-to-one (4:1), a large canopy tree 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) Decorative Fencing. Fencing is discouraged; however, if a safety fence is required, then it should be a minimum four (4) foot high black tubular metal (such as wrought iron).

(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, and 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. Detention or retention ponds shall not 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. Minor Modifications may be considered for valid constructability issues or geological and topographical conditions that prevent conformance.

(o) ***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.

(1) 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. 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.

(p) ***Site Utilities.***

(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

(a) ***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)
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 (Tree 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 or Little Gem)*
Rusty Blackhaw Viburnum	Vitex (Tree Form)	Yaupon Holly
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)
POLLINATOR GARDEN PLANTS		
Agastache	Autumn Sage	Bee Balm
Black Eyed Susan	Blackfoot Daisy	Butterfly Bush
Butterfly Weed	Catmint	Cedar Sage
Color Guard Yucca	Columbine	Coneflower
Fall Aster	Flame Acanthus	Gaura
Goldenrod	Indian Blanket	Lamb's Ear
Lantana	Milkweed	Mistflower
Mutabilis	Phlox	Pincushion
Purple Heart	Rattlesnake Master	Red Yucca
Rosemary	Russian Sage	Salvia
Skullcap	Soft Leaf Yucca	Texas Rock Rose
Tickseed	Turks Cap	Verbena
Wormwood	Yarrow	Zexmenia

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.
(3) Mews. All mews designs must be amenitized per the Subdivision Ordinance and Neighborhood Vision Book.
(4) Yard. All residential lawns must be covered with vegetation, grass, or other living groundcover 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. Artificial or synthetic turf is prohibited in any yard that can be viewed from a public street.
   iii. Xeriscape. 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) ***Required Trees.***

ARTICLE IV, PART TWO, TABLE 2
RESIDENTIAL TREES

SIZE OF LOT	NUMBER OF CANOPY TREES	NUMBER OF ORNAMENTAL TREES
Urban	1 in front yard, when feasible	1
Suburban	2 total; 1 in front yard	1
Estate	4 total; 2 in front yard	1
Corner lots, all sizes	1 additional tree in side yard	-

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

ARTICLE IV, PART TWO, TABLE 3
OPEN SPACE TYPES

OPEN SPACE	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	• Seating • Shade • Concrete pathways	• Community garden plots • 50% enhanced planting • String lighting

	• 5-10 users • Min. 15’ width at entry point • Area shall be contiguous • Calculation may include area that is less than 15’ wide but contiguous with the park space		• Fire or planting pits • Picnic tables • Comparable element to be approved by the Director
Block Park Mid-Block	• 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 less than 15’ wide but contiguous with the park space	• 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	• 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

	include area that is less than 50’ wide but contiguous with the park space		• Community garden plots • Outdoor quality games such as bocce ball, 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 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.	• 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 collector/arterial, or approximately every 600 lots	• 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
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	• Picnic areas • String lighting • Enhanced planting • Enhanced paving • Additional play areas or fields

		• Pathways	• 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. Artificial turf is generally prohibited, but may be permitted in internal, programmed areas such as sport courts, courtyards, patios, and locations that are not visible from a public street.

(4) Vegetative screening. Plants and shrubs used 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 continuous hedge. Plants utilized for screening taller objects or situations should have taller heights at time of planting.

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

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

(1) Parking lots.

i. *Parking lot islands and terminus row islands.* Parking lots shall contain curbed landscaped islands located 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.

iii. *Light poles.* All free-standing light poles shall have a maximum six (6) inch tall base. If a taller base is proposed, it shall be clad in masonry that matches the primary structure. All 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 shall construct a divided driveway at the main entrance when aligned with a median break.

ii. *Vehicular access drives*. Along major access lanes, a 10' wide landscape buffer with a 5' wide concrete sidewalk and a small ornamental tree every thirty (30) linear feet is required.

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 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, 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 Trees*. In "big box" or shopping center developments of 50,000 square feet or more, or with long in-line facades, a small ornamental tree shall be planted every forty (40) feet on center within a minimum twelve (12) foot wide sidewalk along active storefronts.

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

(4) Open Areas. Open spaces shall have one (1) large canopy tree planted every 5,000 square feet, in addition to amenities 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 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) Right-of-Way Adjacencies.

i. All non-residential developments (including multi-family) shall screen 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.

(2) 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.
iv. 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 (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. The minimum landscape buffer adjacent to the railroad tracks is 20' wide when outside of Downtown.

(3) 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) ***Enhancements & Open Space***

(1) Purpose. The purpose of the 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.

ARTICLE IV, PART 2, TABLE 4
ENHANCEMENTS & OPEN SPACE

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**

(3) Site Enhancements. Applicants shall choose three (3) of the following elements:
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. Buffer berms (providing 3-foot high berms along the street frontage)

v. Shade structure for outdoor seating areas;

vi. Foundation plantings along seventy-five percent (75%) of the building's primary façade;

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

viii. Other - A developer may propose an unlisted landscape element if it meets the spirit and intent of the ordinance.

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

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

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

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

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

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

vi. Patio/plaza/Synthetic turf space for gathering area;

vii. Jogging trails or connections into the trail system;

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

ix. Sculpture and/or decorative fountains.

x. Decorative fencing;

xi. Pollinator gardens or raised planter beds.

xii. Other - A developer may propose an unlisted landscape element if it meets the spirit and intent of the ordinance.

(5) 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:

i. A decorative pathway with enhanced pavement traversing the open space with adequate illumination;

ii. Patio/plaza/Synthetic Turf space of adequate size for mass gathering space;

iii. Signature tree;

iv. Furniture and monuments, such as benches, low masonry seating walls, trash receptacles, and education plaques;

v. Overlook (in association with retention/detention ponds or other comparable situations);

vi. Sculptures, and/or pedestrian entry monuments/gateways;

vii. Water features, excluding required retention/detention ponds;

viii. Shade structures such as pavilions or pergola;

ix. 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;

x. 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.

(6) Amenity Center Open Space. Applicants shall choose 2 Major and 3 Minor of the

following elements:

i. Major:
    a. Swimming Pool (appropriately sized for the development);
    b. Fitness Center;
    c. Sports Courts or fields (volleyball, baseball, tennis, pickleball, etc.).
    d. Other - A developer may propose an unlisted landscape element if it meets the spirit and intent of the ordinance.

ii. Minor:
    a. Dog Park (sufficiently sized with appropriate amenities);
    b. Playground;
    c. Splash Pad or tot lot;
    d. Shade structures (gazebo or pavilion);
    e. Improved picnic areas (with tables, grills, outdoor kitchens, shading);
    f. Gathering areas (fire pits, lawn games, putting green, etc.).
    g. Other - A developer may propose an unlisted landscape element if it meets the spirit and intent of the ordinance.

14.04.208.....**Roadway Landscape Easements & Buffers.** A landscape buffer is an open, landscaped area that is adjacent to the ultimate right-of-way line.

(a) ***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: 20’ wide
(4) Major public access drives within commercial centers shall provide a minimum 10’ wide landscape buffer (and 5’ wide concrete sidewalk) with associated landscaping.
(5) Where utility easements conflict with landscape buffers, the landscape buffers shall be widened to accommodate the required landscaping.
(6) 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. 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.....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 four (4) 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.

(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.

14.04.210.....Tree Removal.

(a) ***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.

(b) ***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.

(c) ***Mitigation***. 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 5
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 (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
The Type and Value of any trees not listed in the chart will be determined by staff based upon industry standards and research.		

(1) When replacement trees are utilized to satisfy mitigation requirements, the landscape plan shall distinguish the replacement trees from the required trees and include their caliper size, species name, and common name.

(2) 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.

(3) 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.

(d) ***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 Certificate of Occupancy shall be issued until all fines for violations of the ordinance from which this article derives have been paid to the City.

(4) Tree replacement fees are listed in the Master Fee Schedule and shall apply to all tree

mitigation.

(5) 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.
   iv. The tree, due to noteworthy species, age, or rarity, warrants extra protection.

(6) 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.

(7) Permit expiration. Permits for tree removal issued in conjunction 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.

(e) ***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.

(f) ***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 to determine the value of the trees removed in violation of the Zoning Ordinance.
   iii. All associated permits shall be withheld until tree mitigation has been resolved.

(g) ***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 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.

(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, 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, and can reduce associated fees accordingly.

(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 – 14.04.300.....Reserved.

ARTICLE IV – SITE DEVELOPMENT STANDARDS
PART TWO - LANDSCAPING & TREE PRESERVATION

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 or parking. ~~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.~~

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

(c) ***Enforcement***. The provisions 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 until the landscaping is properly restored.

(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~~ may 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 at breast height (4½ feet above ground level).~~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 and security (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 shall 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."~~

~~(2) "Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping."~~

~~(3) "No substitutions for plant materials without approval by the Director."~~

~~(1) "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."~~

~~(2) "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."~~

~~(3) "When overhead or underground utilities are present, landscape plan alterations may be considered by the Director."~~

~~(4) "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."~~

~~(5) "All trees are to be equipped with a bubbler irrigation system."~~

~~(6) "Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material."~~

~~(7) "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."~~

~~(8)~~(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~~ considered 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.

~~(g)~~(h) ***Riparian/Natural.*** Staff may approve riparian areas, such as floodplains or creeks, to be left in their natural state and not maintained in a traditional manner. Staff may consider any proposed "non-mow" or wildflower areas for developments based upon the merits of the situation.

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

~~(h)~~(j) ***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." Elements, both in terms of quality and quantity, shall be in scale with the development and appropriately aligned with its land uses, as determined by the Director.

~~(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) ***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.

(l) ***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. Barrier-free ramps (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; 10~~8~~' wide adjacent to 4-lane roadways; ~~6~~8' wide adjacent to collectors; and 5' wide for general streets.

~~(m)~~

~~(n)~~(m) ***Detention/Retention Ponds***. Stormwater control devices, such as detention/retention basins, ~~and~~ ponds, conveyance swales, 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~~ slope no steeper than 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 slope, no steeper than ~~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) Decorative 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, and 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 d~~Detention or retention ponds shall not 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. Minor Modifications may be considered for valid constructability issues or geological and topographical conditions that prevent conformance.

(7)

~~(o)~~(n) ***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.~~

~~(2) 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.

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~~f~~orm)	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)
Pollinator Garden Plants		

Agastache	Autumn Sage	Bee Balm
Black Eyed Susan	Blackfoot Daisy	Butterfly Bush
Butterfly Weed	Catmint	Cedar Sage
Color Guard Yucca	Columbine	Coneflower
Fall Aster	Flame Acanthus	Gaura
Goldenrod	Indian Blanket	Lamb's Ear
Lantana	Milkweed	Mistflower
Mutabilis	Phlox	Pincushion
Purple Heart	Rattlesnake Master	Red Yucca
Rosemary	Russian Sage	Salvia
Skullcap	Soft Leaf Yucca	Texas Rock Rose
Tickseed	Turks Cap	Verbena
Wormwood	Yarrow	Zexmenia

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 Subdivision Ordinance and 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 space restrictions, subject to review and approval of the Director.~~

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

Open Space	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 less than 15' wide but contiguous with the park space	• 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
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	• 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

		entry point • Area must be contiguous • Calculation may include area that is less than 20' wide but contiguous with the park space		• 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, 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 for larger developments. Where applicable, neighborhood parks shall connect to city parks, schools, and/or natural corridors and these elements	• 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

	shall be designed to function well together and form the same space.		
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 collector/arterial, or approximately every 600 lots	• 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
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 sport courts, 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 amenities 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~~façade;

~~ix.~~viii. Public art (e.g. obelisks, sculptures, murals, statues, clock towers, water fountains, etc.); and/or

~~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~~Patio/plaza/Synthetic Turf space for gathering areas~~;~~;

xvi. Jogging trails or connections into the trail system;

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

xviii. Sculpture and/or decorative fountains~~;.~~;

xix. Decorative fencing; and/or

xx. Pollinator gardens or raised planter beds~~; and/or~~.

xxi. Other - A developer may propose an unlisted landscape element if it meets the spirit and intent of the ordinance.

~~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 ~~S~~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.).
4. Other - A developer may propose an unlisted landscape element if it meets the spirit and intent of the ordinance.

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.)
7. Other - A developer may propose an unlisted landscape element if it meets the spirit and intent of the ordinance.

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)~~(o) ***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***.~~

(6) Where utility easements conflict with landscape buffers, the landscape buffers shall be widened to accommodate the required landscaping.

~~(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)~~(7) ~~***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;~~

~~(2) Provide an enhanced regional identity for Celina;~~

~~(3) 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;~~

~~(4) Lower monthly water bills for users;~~

~~(5) 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.~~

~~(2) For maximum reduction in water usage, xeriscape plants shall not be interspersed in plant massing with plants requiring higher water usage.~~

~~(3) Irrigation systems shall be designed to provide the appropriate amount of water without over watering.~~

~~(4) 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~~ four (~~3~~4) 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~~1~~0 ....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
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 bar~~e 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.

~~iii.~~iv. The tree, due to noteworthy species, age, or rarity, warrants extra protection.

(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~~ conjunction 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~~ conjunction 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, and can reduce associated fees accordingly.

~~(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.

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Bradley Kearney, Assistant Finance Director
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Brad Kearney
Date:	April 9, 2024
Re:	Wells South NIA #7 PID Assessment Levy ORD 2024-22

Action Requested:
Conduct a public hearing to consider testimony and act on Ordinance No. 2024-22 accepting and approving a final Wells South Public Improvement District Amended and Restated Service and Assessment plan, including an updated Neighborhood Improvement Area #6 assessment roll and a final Neighborhood Improvement Area #7 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #7 of the Wells South Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Neighborhood Improvement Area #7 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended; providing penalties and interest on delinquent assessments; providing for severability; and providing an effective date. (Kearney)

Background Information:
The Wells South 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. On March 7, 2024, the City Council approved the Preliminary Service and Assessment Plan for NIA #7, calling a public hearing to levy an assessment on April 9, 2024.

This Agenda item establishes a new phase--Neighborhood Improvement Area (NIA) #7--within the Wells South Public Improvement District (PID), also known as Lilyana, and levies an

assessment on each lot in the NIA to pay for the roads, water lines, sewer lines, and other public improvements in the NIA.

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 authorized public improvement cost for NIA #7 is $5,188,605 (streets, drainage, water, sewer, etc.). The total assessment on all NIA #7 lots is $4,895,000. The average annual installment per unit incorporates interest charges for the associated bonds. The ordinance and presentation will be updated the day of the City Council meeting with final numbers based on actual Bond pricing.

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 Ordinance approves the NIA #7 Service and Assessment Plan and Assessment Roll. It also levies an assessment on each parcel within NIA #7. The Ordinance also restates and updates NIA #6 in the SAP.

Legal Review:
The Service and Assessment Plan and Ordinance have been reviewed and approved by bond counsel.

Supporting Documents:
1. Wells South NIA #7 Assessment Levy Presentation
2. ORD 2024-22 Wells South PID NIA #7 Assessment Ordinance

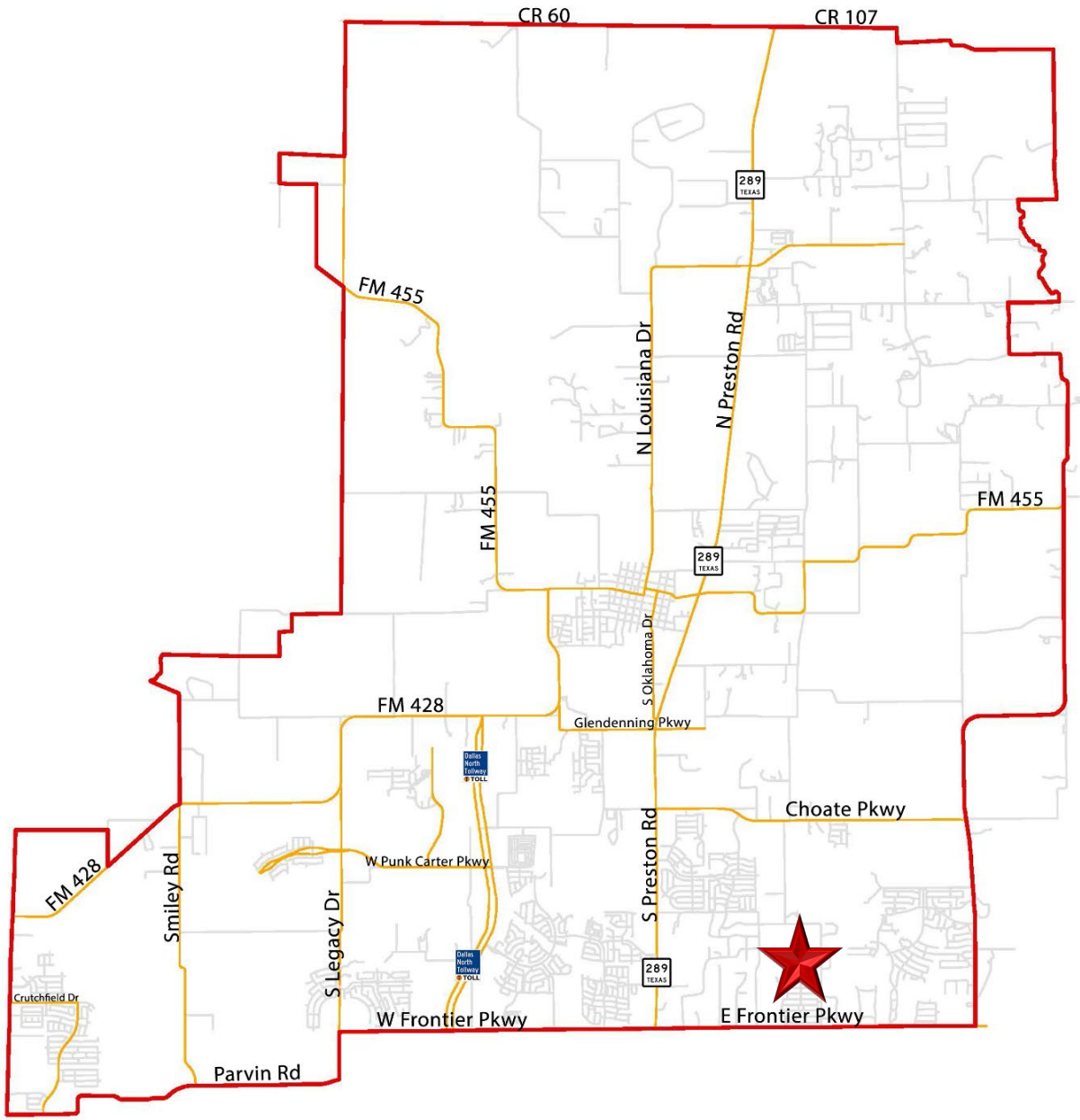
Financial Consideration:
This Ordinance levies assessments totaling $4,895,000 on 152 lots.

Staff Recommendation:
Staff recommends approval.

WELLS SOUTH (LILYANA) NIA #7 SAP AND LEVY

City Council
April 9, 2024

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Choate Pkwy
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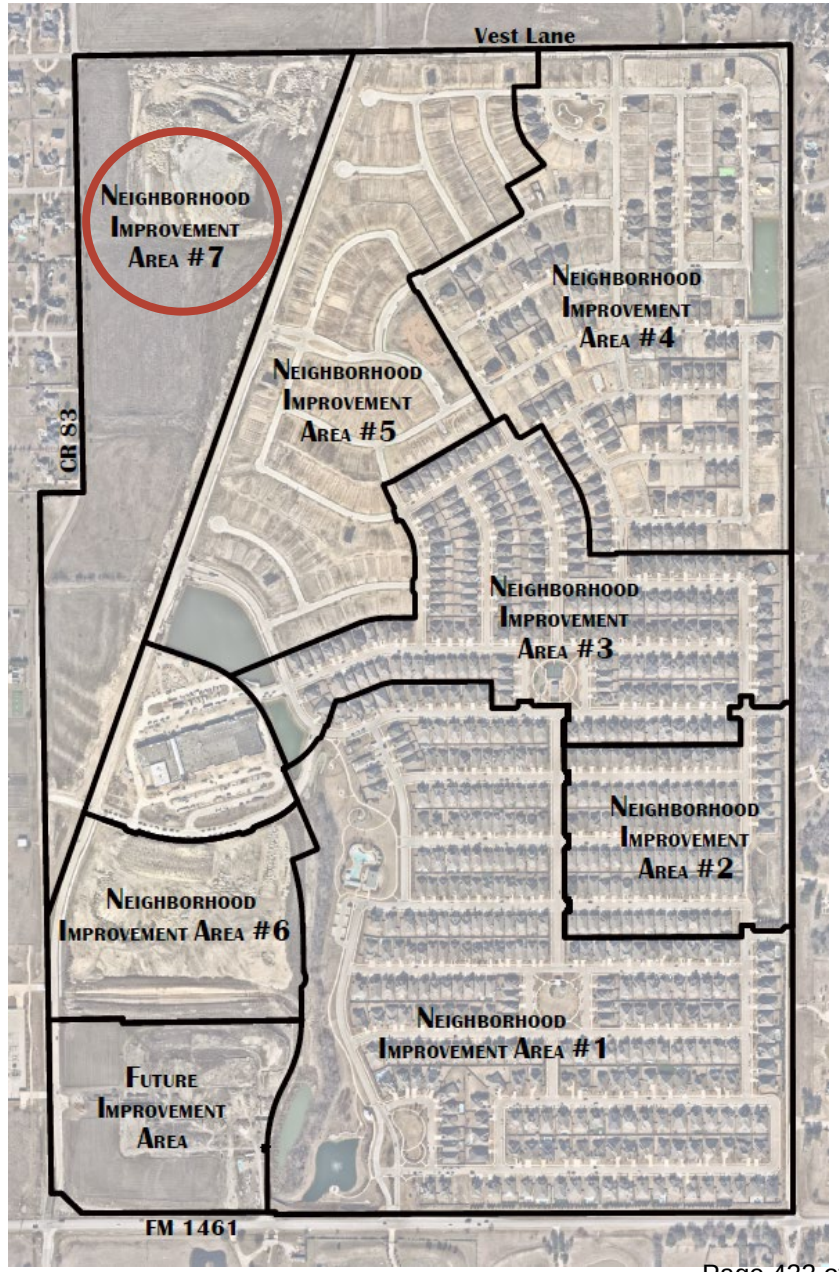
Vest Lane
Neighborhood Improvement Area #7
Neighborhood Improvement Area #4
Neighborhood Improvement Area #5
CR 83
Neighborhood Improvement Area #3
Neighborhood Improvement Area #2
Neighborhood Improvement Area #6
Neighborhood Improvement Area #1
Future Improvement Area
FM 1461

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
- Levying assessments against the to-be-constructed NIA #7
  - 152 single family lots
  - Authorized Improvement Cost: $5,188,605
  - PID Assessment: $4,895,000
- The NIA #7 Assessments will secure, together with the levied assessments in NIA #6, a single series of PID Bonds (for consideration on this agenda, as well)

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.

ORDINANCE NO. 2024-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND NEIGHBORHOOD IMPROVEMENT AREA #7 ASSESSMENT ROLL FOR THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #7 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #7 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE NEIGHBORHOOD IMPROVEMENT AREA #7 ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2015, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the extraterritorial jurisdiction of the City; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of real taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on July 14, 2015, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2015-34R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Wells South Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, on March 7, 2024, the City Council adopted a resolution approving a preliminary amended and restated service and assessment plan update, including a proposed

assessment roll for Neighborhood Improvement Area #7 of the District; calling for a public hearing to consider an ordinance levying assessments on property within Neighborhood Improvement Area #7 of the District (the "Neighborhood Improvement Area #7 Assessments"); authorizing and directing the City Secretary of the City or the person authorized to serve in such role, including the "Interim City Secretary" of the City, to file the proposed assessment roll for Neighborhood Improvement Area #7 of the District and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Neighborhood Improvement Area #7 Assessments against the property within Neighborhood Improvement Area #7 of the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on March 8, 2024, the Interim City Secretary filed the Neighborhood Improvement Area #7 Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the Interim City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on March 18, 2024 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the Interim City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Neighborhood Improvement Area #7 Assessments; and

WHEREAS, the City Council opened and convened the Levy and Assessment Hearing on April 9, 2024, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Neighborhood Improvement Area #7 Assessment Roll, and the proposed Neighborhood Improvement Area #7 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #7 Assessments, the allocation of the Actual Costs of the Neighborhood Improvement Area #7 Improvements (as defined in the Service and Assessment Plan) to be undertaken for the benefit of the Neighborhood Improvement Area #7 Assessed Property (as defined in the Service and Assessment Plan), the purposes of the Neighborhood Improvement Area #7 Assessments, the special benefits of the Neighborhood Improvement Area #7 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Neighborhood Improvement Area #7 Assessments; and

WHEREAS, the City Council finds and determines that the Neighborhood Improvement Area #7 Assessment Roll and the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated April 9, 2024, in a form substantially similar to the attached ***Exhibit A,*** (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Neighborhood Improvement Area #7 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix L (the "Neighborhood Improvement Area #7 Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Neighborhood Improvement Area #7 Improvements (as described in the Service and Assessment Plan), the Neighborhood Improvement Area #7 Assessment Roll, or the levy of the Neighborhood Improvement Area #7 Assessments against the Neighborhood Improvement Area #7 Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Neighborhood Improvement Area #7 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Neighborhood Improvement Area #7 Assessment Roll, approval of this Ordinance, and approval of the levy of the Neighborhood Improvement Area #7 Assessments against their property located within Neighborhood Improvement Area #7 of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Neighborhood Improvement Area #7 Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel within the Neighborhood Improvement Area #7 Assessed Property will receive from the construction of the Neighborhood Improvement Area #7 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years,(ii) defines the annual indebtedness and projected costs for the Neighborhood Improvement Area #7 Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service and Assessment Plan has been reviewed and updated annually, including the updated Service and Assessment Plan attached hereto as ***Exhibit A****;*

(c) The Service and Assessment Plan apportions the Actual Costs of the Neighborhood Improvement Area #7 Improvements to be assessed against the Neighborhood Improvement Area #7 Assessed Property as Neighborhood Improvement Area #7 Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Neighborhood Improvement Area #7 Improvements;

(d) All of the real property in Neighborhood Improvement Area #7 of the District which is being assessed in the amounts shown in the Neighborhood Improvement Area #7 Assessment Roll will be benefited by the Neighborhood Improvement Area #7 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Neighborhood Improvement Area #7 Assessed Property will receive special benefits during the term of the Neighborhood Improvement Area #7 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Neighborhood Improvement Area #7 Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Neighborhood Improvement Area #7 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Neighborhood Improvement Area #7 Assessment Roll should be approved as the Neighborhood Improvement Area #7 Assessment Roll for the Neighborhood Improvement Area #7 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Neighborhood Improvement Area #7 Assessments, interest on Annual Installments, interest and penalties on delinquent Neighborhood Improvement Area #7 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Neighborhood Improvement Area #7 Assessments should be approved and will expedite collection of the Neighborhood Improvement Area #7 Assessments in a timely manner in order to provide the services and improvements needed and required for Neighborhood Improvement Area #7 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan attached hereto as ***Exhibit A*** has been updated in connection with the levy of the Neighborhood Improvement Area #7 Assessments and the sale of the bonds (the "Bonds") secured by the Neighborhood Improvement Area #7 Assessments and assessments previously levied (the "Neighborhood Improvement Area #6 Assessment") against property in the sixth construction phase ("Neighborhood Improvement Area #6") of the District. The assessment roll for Neighborhood Improvement Area #6 attached to the Service and Assessment Plan as Appendix K (the "Neighborhood Improvement Area #6 Assessment Roll"), which restates the Neighborhood Improvement Area #6 Assessments previously levied and are currently outstanding against the assessed property in Neighborhood Improvement Area #6 in order to incorporate the information from the final pricing of the Bonds, is hereby approved as the updated Neighborhood Improvement Area #6 Assessment Roll. The Service and Assessment Plan, including the Neighborhood Improvement Area #6 Assessment Roll and the Neighborhood Improvement Area #7 Assessment Roll, is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Neighborhood Improvement Area #7 Assessment Roll.

The Neighborhood Improvement Area #7 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Neighborhood Improvement Area #7 Assessment Roll of the District.

Section 5. Levy and Payment of Neighborhood Improvement Area #7 Assessments for Actual Costs of the Neighborhood Improvement Area #7 Improvements.

(a) The City Council hereby levies an assessment on each parcel of Neighborhood Improvement Area #7 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Neighborhood Improvement Area #7 Assessment Roll, in the respective amounts shown on the Neighborhood Improvement Area #7 Assessment Roll, as a special assessment on the properties set forth in the Neighborhood Improvement Area #7 Assessment Roll.

(b) The levy of the Neighborhood Improvement Area #7 Assessments shall be effective on the date of execution of this Ordinance levying Neighborhood Improvement Area #7 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Neighborhood Improvement Area #7 Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Neighborhood Improvement Area #7 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Neighborhood Improvement Area #7 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for Neighborhood Improvement Area #7 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Neighborhood Improvement Area #7 Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Neighborhood Improvement Area #7 Assessments.**

Delinquent Neighborhood Improvement Area #7 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. **Prepayments of Neighborhood Improvement Area #7 Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Neighborhood Improvement Area #7 Assessed Property subject to a Neighborhood Improvement Area #7 Assessment may prepay the Neighborhood Improvement Area #7 Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Neighborhood Improvement Area #7 Assessed Property, including without limitation such Landowners' obligations related to payment of the Neighborhood Improvement Area #7 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Neighborhood Improvement Area #7 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Neighborhood Improvement Area #7 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Neighborhood Improvement Area #7 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Appointment of Administrator and Collector of Assessments**. (a)

Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Neighborhood Improvement Area #7 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Neighborhood Improvement Area #7 Assessments.

Section 11. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Neighborhood Improvement Area #7 Assessments by the City.

Section 12. **Filing in Land Records**.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan, the Neighborhood Improvement Area #6 Assessment Roll, and the Neighborhood Improvement Area #7 Assessment Roll, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Neighborhood Improvement Area #7 Assessments, and the provisions and terms of the Service and Assessment Plan, including the

updated Neighborhood Improvement Area #6 Assessment Roll, shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

PASSED AND ADOPTED, this the 9th day of April, 2024.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Susie Quinn, Interim City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2024 by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

EXHIBIT A

Service and Assessment Plan

WELLS SOUTH
PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

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 April 9, 2024.

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

WELLS SOUTH
PUBLIC IMPROVEMENT DISTRICT

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

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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 have been or 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 being 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 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 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 was 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 is being 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

APPENDIX B-1
LEGAL DESCRIPTION – ALL PROPERTY

APPENDIX B-2
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #1

APPENDIX B-3
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #2

APPENDIX B-4
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #3

APPENDIX B-5
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #4

APPENDIX B-6
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #5

APPENDIX B-7
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #6

APPENDIX B-8
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #7

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 being 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 being 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.

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.

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.

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.

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.

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.

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 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
NEIGHBORHOOD IMPROVEMENT AREA #7 ASSESSMENT ROLL

Appendix L
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 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.

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Executive Director of Development Services
CC:	Dusty McAfee, Executive Director of Development Services
Intiated by:	Madhuri Mohan
Date:	April 9, 2024
Re:	Hubbard - DA Amendment

Action Requested:
Consider and act on an amendment to the Development Agreement for Hubbard; generally located at the northwest corner of Preston Road and future G. A. Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). (Hubbard – DA Amendment) (McAfee)

Background Information:
The request is to amend a Development Agreement (DA) for the Hubbard Trust. The DA for the master-planned community was initially approved in March 2022. The proposed amendment modifies timing triggers for the required amenity centers and public park improvements in order to allow for a phased development. Please refer to the attached documents for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Staff Presentation
2. Draft Agreement
3. Location Map

Financial Consideration:
N/A

Staff Recommendation:

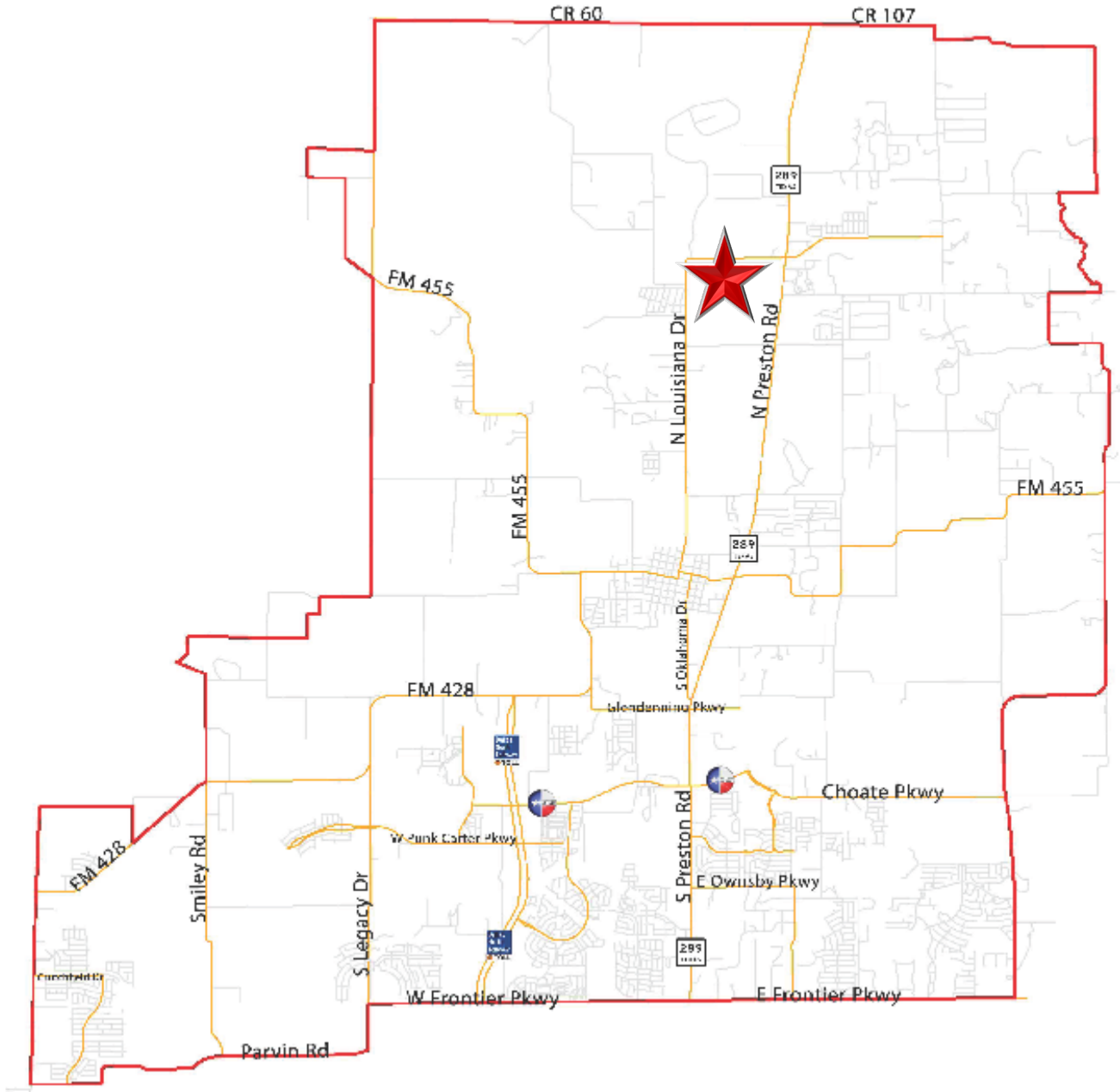
Staff does not support the request.

HUBBARD

DEVELOPMENT AGREEMENT AMENDMENT

City Council
April 9, 2024

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FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
FM 428
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S Preston Rd
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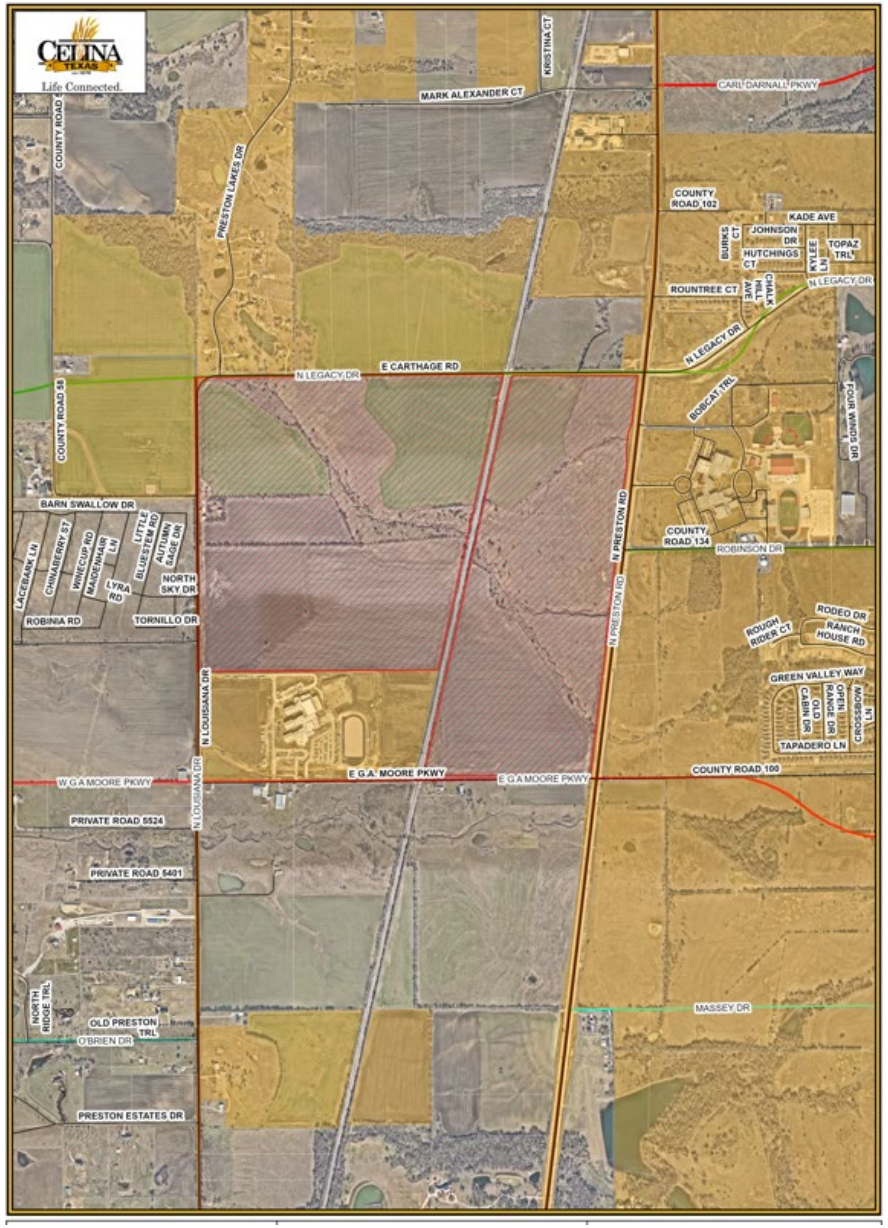
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



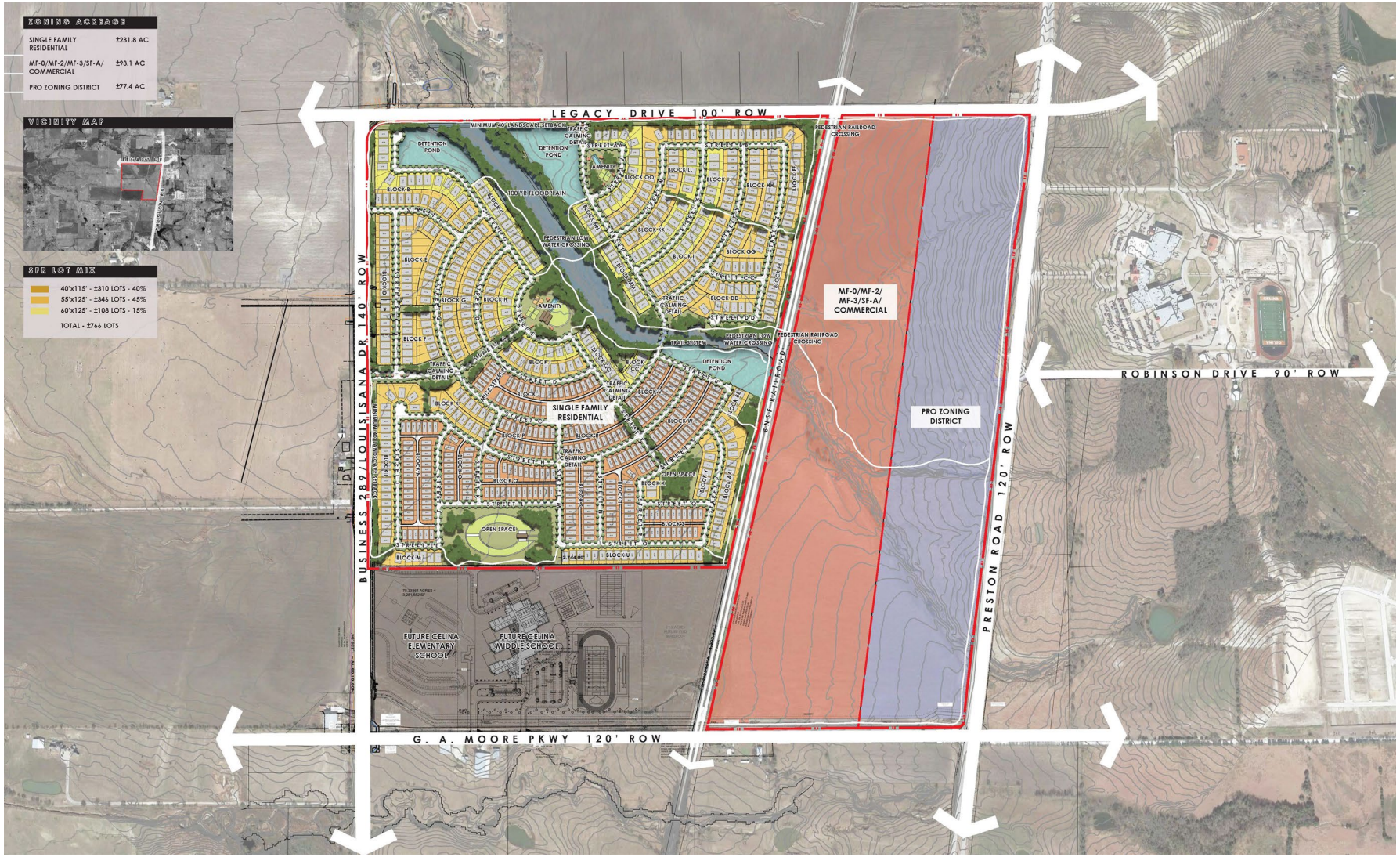
LOCATION MAP

The subject property is generally located at the northwest corner of Preston Road and future G. A. Moore Parkway

BACKGROUND

- The City Council approved a Development Agreement on this property in March 2022
- The applicant's request is to amend the Development Agreement to change the timing triggers of the first amenity center improvements and the public park improvements to allow for a phased single-family development

CONCEPT PLAN



REQUEST

- The applicant is requesting the following changes:

	Current	Proposed
First Amenity Center	100th Building Permit	300th Building Permit
Second Amenity Center	500th Building Permit	500th Building Permit
Public Park	100th Building Permit	700th Building Permit

- The amenity center improvements would commence prior to the issuance of the 300th building permit and the public park improvements would commence prior to the issuance of the 700th building permit of the single-family homes

REQUEST

- The applicant cites changing market conditions and developing the single-family in phases (rather than all at once) along with supporting infrastructure as the primary reasons for the requested timing changes
- The project is approximately 766 lots total

POLICY CONSIDERATIONS

- The proposed timing revision alters the amenity center and public park from the first phase to the last phase
- The applicant claims practical infrastructure reasons for the requested delay
- One of the more frequent complaints from residents in new neighborhoods is the timing of new amenities

RECOMMENDATION

- The Planning & Zoning Commission (P&Z) does not review agreement changes that do not involve land use, so P&Z did not perform a review on this request
- Staff informed the applicant that given the history of amenity center complaints, active support for the requested revisions would not be forthcoming

FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this "Amendment") is entered into by and between the trustees of the Moses and Mary Jane Hubbard Trust ("Trustees") and its successors and assigns (c/o Stephen Robinson, trustee) and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date") (the Trustees and the City are each individually, a "Party" and collectively, the "Parties").

ARTICLE I
RECITALS

WHEREAS, this Amendment amends that certain Development Agreement between the Parties that was entered into as of the 20th day of September 2022, recorded in the Official Public Records of Collin County, Texas, as Instrument Number 2022000150591 (the "Development Agreement"), governing the development of approximately 427.61 acres of land (the "Property"), as described in Exhibit A and depicted Exhibit B of the Development Agreement; and; and

WHEREAS, the Parties desire to amend the Development Agreement for the purposes set forth in this Amendment; and

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Development Agreement, unless otherwise defined herein; and

WHEREAS, the construction of the first amenity center as shown in Exhibit D of the Development Agreement shall commence prior to the issuance of the 100th building permit for a single family home within the Development; and

WHEREAS, the Parties now agree to extend the requirement and the construction of the first amenity center as shown in the southwest corner of Exhibit C of the Development Agreement shall commence prior to the issuance of the 300th building permit for a single family home within the Development; and

WHEREAS, the dedication of the Public Park as shown in Exhibit D of the Development Agreement shall occur prior to the issuance of the 100th building permit for a single family home within the Development; and

WHEREAS, the Parties now agree the dedication of the Public Park as shown in Exhibit D of the Development Agreement shall occur prior to the issuance of the 700th building permit for a single family home within the Development; and

WHEREAS, the Parties have determined that they have the authority to enter into this Amendment; and

WHEREAS, it is the intent of this Amendment to establish certain legally binding restrictions and commitments to be imposed upon the Property and the City and the Trustees are proceeding in reliance on the enforceability of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree to amend the Development Agreement as follows:

ARTICLE II
AMENDMENTS

2.1 Section 3.6 of the Development Agreement is hereby amended as follows (strikethrough indicates deletion, underline indicated addition):

> 3.6 Amenity Centers. Developer shall construct the amenity centers described on Exhibit D. Completion of the amenity centers by Developer shall be evidenced by a certificate of occupancy from the City. Construction of the first amenity center shall commence prior to the issuance of the ~~1~~300th building permit for a single family home within the Development. Construction of the second amenity center shall commence prior to the issuance of the 500th building permit for single family home within the Development.

2.2 Section 3.7 of the Development Agreement is hereby amended as follows (strikethrough indicates deletion, underline indicated addition):

> 3.7 Dedications for Public Parks, Open Space, and Water Tower Site.
>
> (a) Developer shall reserve and dedicate a minimum of 8.50 acres for a Public Park as shown on the southern portion of the site adjacent to the Celina Independent School District campus. This parkland will be a minimum of 8.50 acres. Construction of this park shall commence prior to the issuance of the ~~1~~700th building permit for the single-family homes within the development. At least 20% of the Property shall be developed as open space. The parks, open space, and trails will be developed in phases in accordance with Exhibit E-1 and E-2 when the adjacent phase of development is final platted. Open space areas shall be maintained by a homeowners' association, but shall be open to the public (excluding amenity centers, which shall be private). Open space shall be in conformance with the City's Neighborhood Vision Book. The Developer agrees to construct, donate, and dedicate, at no cost to the City, at least four (4) of the following, as generally depicted in Exhibit E-1 and E-2, at mutually agreed upon locations:

2.3 Section 11.3 of the Development Agreement is hereby amended as follows(strikethrough indicates deletion, underline indicated addition):

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: ~~jlaumer@celina-tx.gov~~rranc@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer~~,~~ Fort, ~~& McDonald,~~ PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
To the Trustees:	Moses and Mary Jane Hubbard Trust C/O Stephen Robinson, Trustee The Hubbard Trust 10401 County Road 58 Celina, Texas E-mail: robinsonfarm1879@gmail.com
With a copy to:	Robert Daake, P. E. The Law Offices of Robert D. Daake, PLLC PO Box 6250 McKinney, TX 75071
With a copy to:	Jim Knight, P. E. KFM Engineering & Design 3501 Olympus Boulevard, Suite 100 Dallas, TX 75019

2.4 Ratification of Development Agreement. The Development Agreement, as amended by this Amendment, shall continue in full force and effect and is hereby ratified and confirmed in all respects.

2.4 Binding Agreement. Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

2.5 Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED by the City and the Trustees on the respective dates stated below after approval of the City Council of the City on _____, 2024.

Date: _____ **CITY OF CELINA**

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

TRUSTEES:

MOSES AND MARY JANE HUBBARD TRUST
C/O STEPHEN ROBINSON, TRUSTEE
THE HUBBARD TRUST

By: _____
Name: Joe A. Merritt
Title: as Trustee and not in his individual capacity

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2024, personally appeared Joe A. Merritt, Trustee of the Moses and Mary Jane Hubbard Trust and acknowledged that he executed the foregoing document on behalf of the Trustees of the Moses and Mary Jane Hubbard Trust.

_____
Notary Public in and for the State of Texas

MOSES AND MARY JANE HUBBARD TRUST
THE HUBBARD TRUST

By: _____
Name: Charles Ray Huddleston
Title: as Trustee and not in his individual capacity

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2024, personally appeared Charles Ray Huddleston, Trustee of the Moses and Mary Jane Hubbard Trust and acknowledged that he executed the foregoing document on behalf of the Trustees of the Moses and Mary Jane Hubbard Trust.

_____
Notary Public in and for the State of Texas

MOSES AND MARY JANE HUBBARD TRUSTTHE HUBBARD TRUST

By: _____
Name: Stephen Robinson
Title: as Trustee and not in his individual capacity

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2024, personally appeared Stephen Robinson, Trustee of the Moses and Mary Jane Hubbard Trust and acknowledged that he executed the foregoing document on behalf of the Trustees of the Moses and Mary Jane Hubbard Trust.

_____
Notary Public in and for the State of Texas

MOSES AND MARY JANE HUBBARD TRUST
THE HUBBARD TRUST

By: _____
Name: Kelly Juergens
Title: as Trustee and not in his individual capacity

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2024, personally appeared Kelly Juergens, Trustee of the Moses and Mary Jane Hubbard Trust and acknowledged that he executed the foregoing document on behalf of the Trustees of the Moses and Mary Jane Hubbard Trust.

_____
Notary Public in and for the State of Texas

MOSES AND MARY JANE HUBBARD TRUST
THE HUBBARD TRUST

By: _____
Name: Tom Maglisceau
Title: as Trustee and not in his individual capacity

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2024, personally appeared Tom Maglisceau, Trustee of the Moses and Mary Jane Hubbard Trust and acknowledged that he executed the foregoing document on behalf of the Trustees of the Moses and Mary Jane Hubbard Trust.

_____
Notary Public in and for the State of Texas

CELINA TEXAS EST. 1876

Life Connected.

MARK ALEXANDER CT
KRISTINA CT
CARL DARNALL PKWY
COUNTY ROAD 5
PRESTON LAKES DR
COUNTY ROAD 102
KADE AVE
BURKS CT
JOHNSON DR
HUTCHINGS CT
KYLEE LN
TOPAZ TRL
ROUNTREE CT
HILL AVE
CHALK
N LEGACY DR
E CARTHAGE RD
N LEGACY DR
COUNTY ROAD 58
BOBCAT TRL
FOUR WINDS DR
BARN SWALLOW DR
LACEBARK LN
CHINABERRY ST
WINECUP RD
MAIDENHAIR LN
LITTLE BLUESTEM RD
AUTUMN SAGE DR
NORTH SKY DR
LYRA RD
ROBINIA RD
TORNILLO DR
COUNTY ROAD 134
ROBINSON DR
N PRESTON RD
N PRESTON RD
RODEO DR
ROUGH RIDER CT
RANCH HOUSE RD
GREEN VALLEY WAY
OPEN RANGE DR
OLD CABIN DR
CROSSBOW LN
TAPADERO LN
N LOUISIANA DR
E G.A. MOORE PKWY
E G A MOORE PKWY
COUNTY ROAD 100
W G A MOORE PKWY
N LOUISIANA DR
PRIVATE ROAD 5524
PRIVATE ROAD 5401
NORTH RIDGE TRL
OLD PRESTON TRL
O'BRIEN DR
PRESTON ESTATES DR
MASSEY DR

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Hubbard Tract Location Map

City of Celina

1/27/2022

N W E S

0 500 1,000 Feet

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:	Ryan Quigley
Date:	April 9, 2024
Re:	2024-087 CMAR Services for Government Building, B33

Action Requested:
Consider and act to award RFP 2024-087 for Construction Management Services (CMAR) to Swinerton Builders for the Government Center pre-construction services in an amount not to exceed $75,009.00. (Brawner)

Background Information:
On January 18th, 2024, the City received responses to RFP 2024-087 for a Construction Manager at Risk (CMAR) for the Government Center. The CMAR service includes the construction of the new Government Building and Parking Garage. The building is a 100,000-square-foot, four-story building. The exterior parking garage is located on North Arizona Drive from Walnut Street (FM 455) to West Pecan Street.

The bid invitation was advertised in the local paper and posted to the City's eProcurement system, in which (524) vendors were notified. Two (2) No-Bids and nine (9) responses were received. Procurement evaluated the financial aspects of the solicitation as well as previous experience with the City. The committee reviewed each firm's experience with similar construction and the qualifications of the proposed team. The City selected four (4) firms to shortlist and interview - Crossland, Hill & Wilkinson, Lee Lewis, and Swinerton. Upon completion of the evaluation and interviews, staff recommended Swinerton Builders.

Staff is requesting authorization to contract with Swinerton for pre-construction services. Swinerton 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. Agreement - Government Center CMAR Services
2. Govt center CMAR Award 04.04.24 (P)

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 approval.

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 **Swinerton Builders** ("Contractor" or "Construction Manager") to provide construction services to the City of Celina, Texas. This Agreement is effective on April 9, 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 the Contractor for the **CMAR Services for the Government Center** ("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 2024-087; 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:
Address:
Phone #:
Email:

2. Owner's Representative:

Kimberly Brawner
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:

_____ Project Executive providing a minimum of ____ % time commitment to the Project(s).

_____ Project Manager providing a minimum of ____ % time commitment to the Project(s).

_____ Project Superintendent providing a minimum of ____ % 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: _____

_____

_____

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.**
_____	_____
Signature	Signature
_____	_____
Printed Name & Title	Printed Name & Title
Date: _____	Date: _____

Government Center CMAR Award

April 9, 2024



CMAR APPLICANTS

- Beatty
- Byrne
- Core
- Crossland
- Hill & Wilkinson
- Lee Lewis
- McGough Construction
- Swinerton
- The Beck Group





CMAR FINALISTS

Finalist
Crossland
Hill & Wilkinson
Lee Lewis
Swinerton


CELINA
TEXAS
EST. 1876
CELINA
GOVERNMENT
CENTER
SWINERTON

WHY SWINERTON?



Right People
For the Job

Culturally aligned
Relationship oriented
Innovative



A-Team
Team Strength | SMEs

Mass Timber Experts
Concrete Experts
In-House MEP



Dedication
100% Commitment

Celina Government
Building is our #1 Priority



Community
Aligned Values

50+ Construction
Experts in DFW



Knowledge of project

Worked with Celina and HED for over a year to correctly budget this project

"Celina's Downtown is the heart of the city, blending traditions of the past, fun and relevance of the now, and innovation for the future."

SWINERTON

TEAM INTRODUCTIONS



GARY BRIGHT
PROJECT EXECUTIVE



DONNIE MIXON
SR. PRECONSTRUCTION MANAGER



MATT MORRIS
SENIOR SUPERINTENDENT



TRACI PETERSEN
SENIOR PROJECT MANAGER



JOEL STEPHENS
ASSISTANT PROJECT MANAGER



JOSH POWERS
MASS TIMBER SUBJECT MATTER EXPERT



MIKE CORNEJO
PARKING STRUCTURE SUBJECT MATTER



TYLER WHITTAKER
VP, DALLAS DIVISION MANAGER

CELINA TEXAS EST. 1876

"Downtown Celina is a unique collection of family-friendly destinations, businesses, and homes that showcase Celina's heritage and character—a spirited and soulful combination of family, agriculture, Texas, technology and innovation, entertainment, sports, and outdoor living."

SWINERTON

RELEVANT EXPERIENCE



Pegasus Park Bridge Labs
Dallas, TX | 133,000 SF



County of Orange Admin South
Santa Ana, CA | 250,000 SF



County of Orange Admin North
Santa Ana, CA | 365,000 SF



Wingspan Event|Conference Center
Portland, OR | 156,000 SF



Schwab DFW4 Westlake TI
Westlake, TX | 356,000 SF



Confidential Manufacturing Facility
Mesquite, TX | 240,000 SF

SWINERTON

RELEVANT EXPERIENCE



Culver Studios Office | Garage
Culver City, CA | 980,000 SF



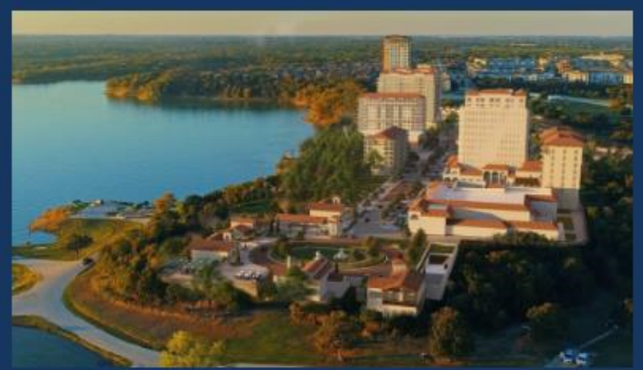
Intermodal Transportation Facility
LAX International Airport, CA | 1,730,000 SF



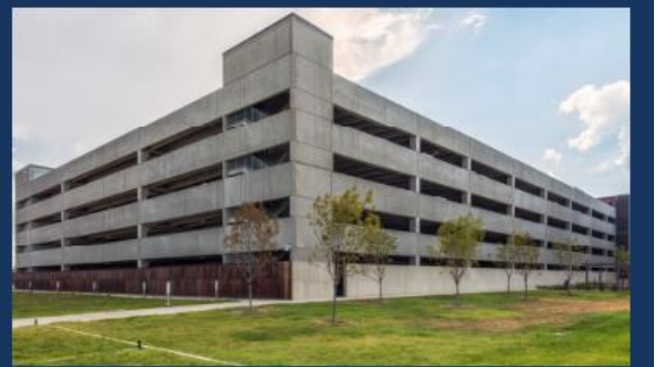
San Terminal 1 & 2 Parking
San Diego, CA | 2,900,000 SF



Viejas Casino Parking Structure
Alpine, CA | 270,000 SF



Lakeside Village Parking Garage
Flower Mound, TX | 226,000 SF
*Under construction



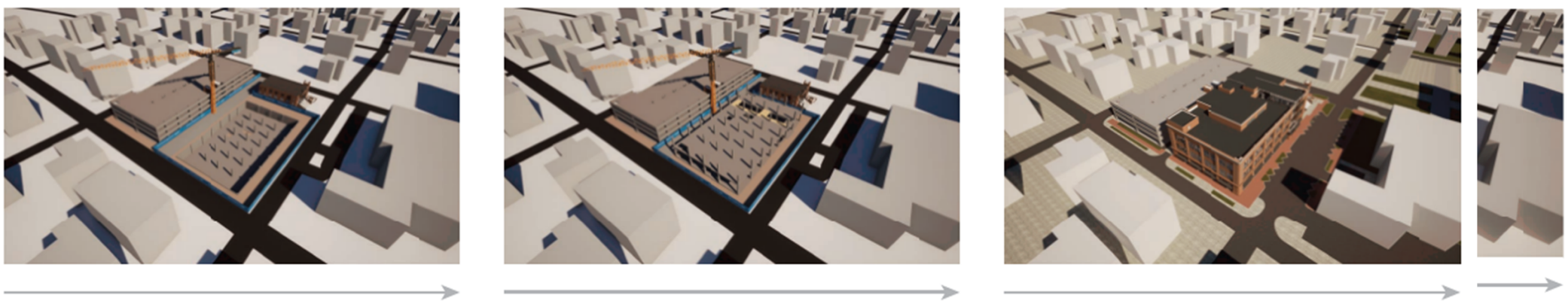
Chevron HQ+Parking Structure
Midland, TX | 340,000 SF

SWINERTON

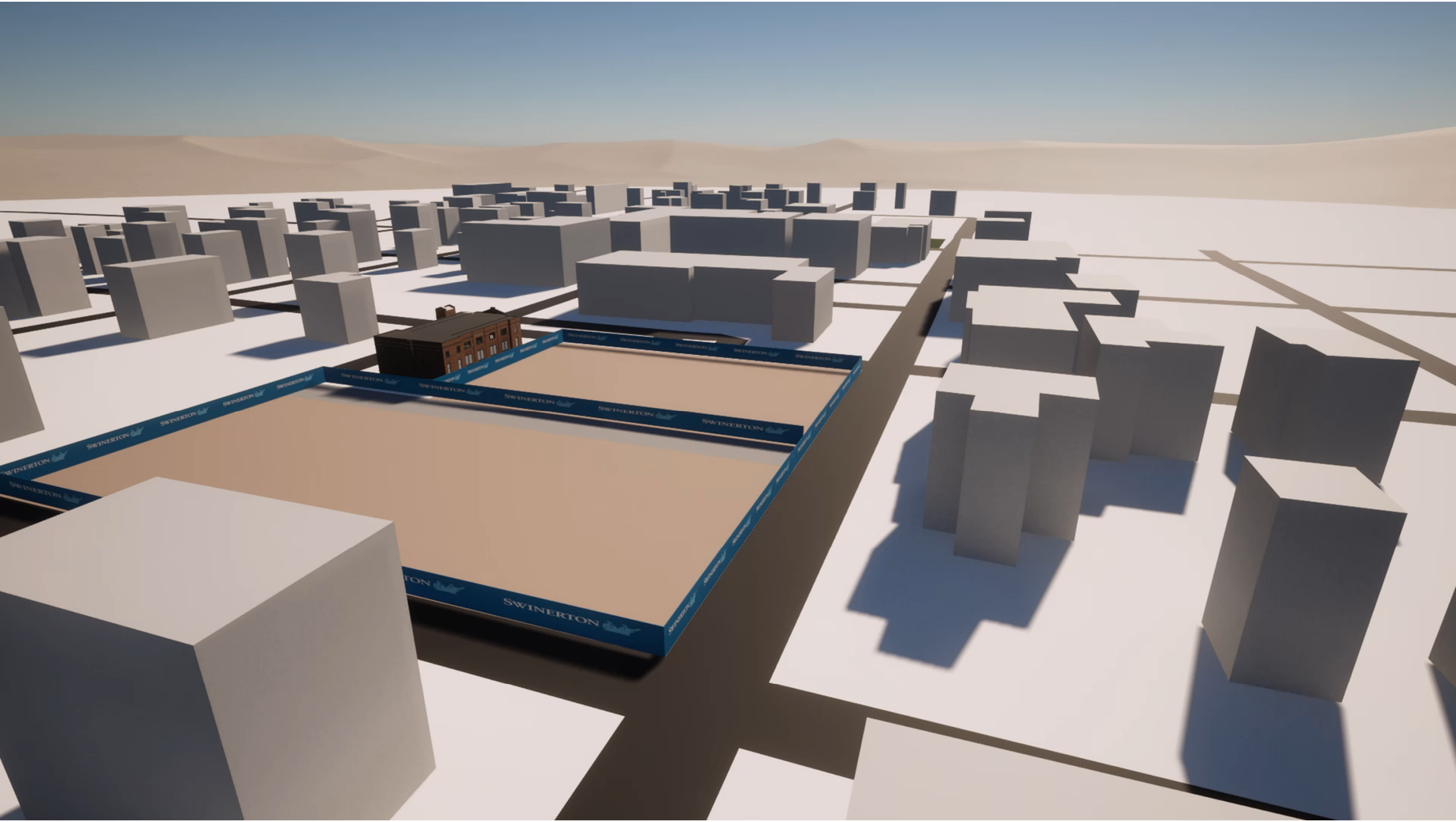

SUBJECT MATTER EXPERTS: PARKING
180+
Parking Garages completed in the last 10 years
110,000+
Parking Spaces Built
#2
ENR Garage Builder
$1.5B
Total Parking Past 10 Years
36M+
Square Feet
PARKING

- Traffic Safety Team
  As needed for traffic control
- Construction Access Route
- Construction Site Fence
  Orange bar indicates gate(s)
- Egress/Access Scaffold Stair
- Parking
- Flat-Top Tower Crane
  Radius 200 feet
- Site Office
- Portable Restrooms & Hand Wash
- Concrete Pump Operations
- Material Staging & Storage
- Waste Dumpster

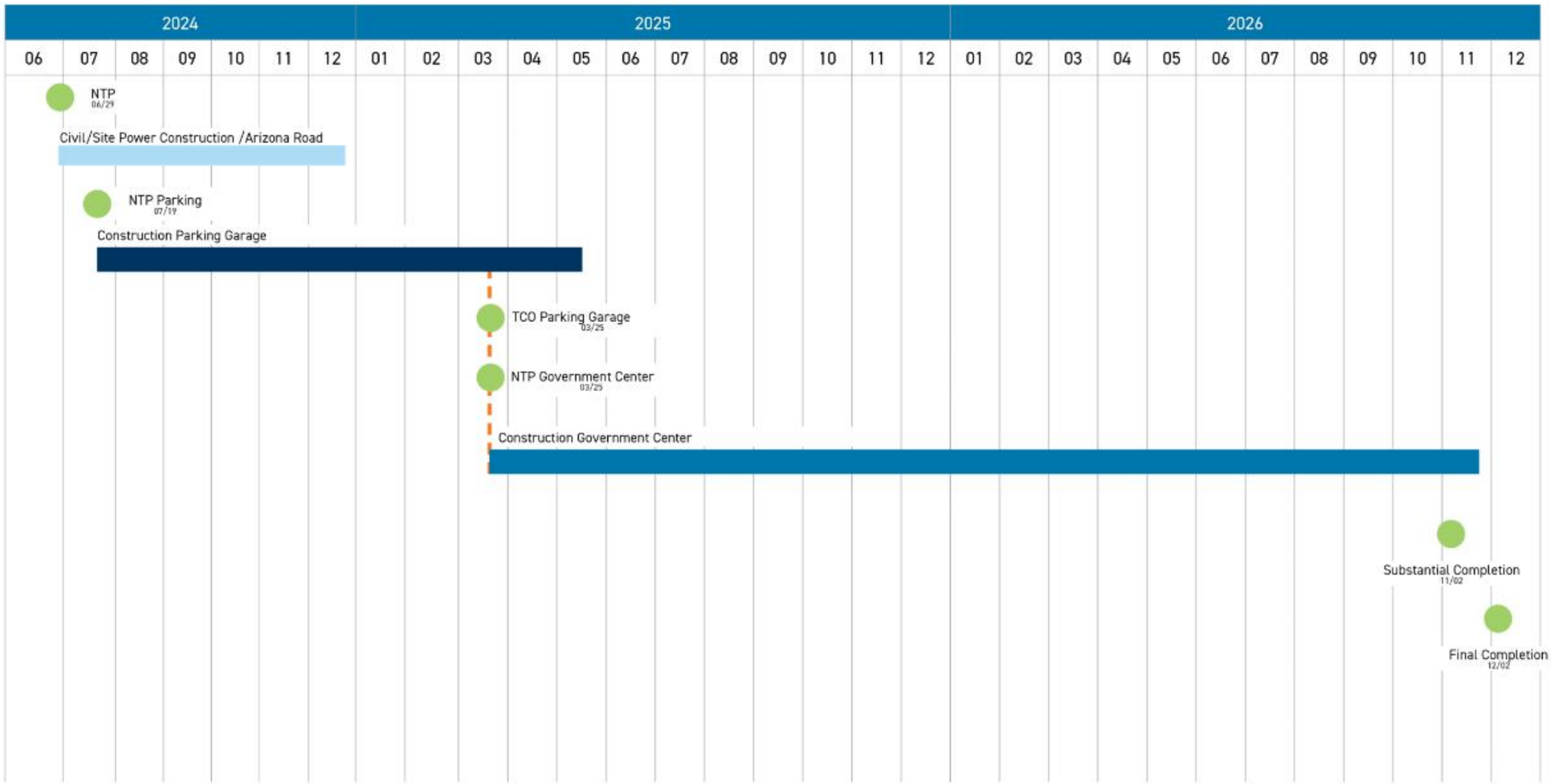




PHASE 2 - GOVERNMENT CENTER


SWINERTON

SCHEDULE


2024
2025
2026
06 07 08 09 10 11 12 01 02 03 04 05 06 07 08 09 10 11 12 01 02 03 04 05 06 07 08 09 10 11 12
NTP
06/29
Civil/Site Power Construction /Arizona Road
NTP Parking
07/19
Construction Parking Garage
TCO Parking Garage
03/25
NTP Government Center
03/25
Construction Government Center
Substantial Completion
11/02
Final Completion
12/02

QUESTIONS?

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, Dawn Berry, Purchasing Director, Scott Harper, Engineer
Intiated by:	Scott Harper
Date:	April 9, 2024
Re:	Bid 2024-099 - Bothwell Boulevard Median Lighting Construction, R75

Action Requested:
Consider and act to award bid 2024-099 for the Bothwell Boulevard Median Lighting project to Roadway Solutions, Inc. at the unit prices listed in the amount of $994,955.00 plus ten percent contingency in the amount of $99,495.50 for a total amount not to exceed $1,094,450.50. (Glasgow)

Background Information:
In May 2023, the City contracted with Lee Engineering to complete an arterial lighting design on Bothwell Boulevard from Parvin Road to Crutchfield Drive. The design project includes the installation of light poles, luminaries, conduits, and meters to illuminate Bothwell Bouelvard.

Bid 2024-099 was advertised in the local paper and posted to the City's eProcurement system, in which (251) vendors were notified. Two (2) responses were received. Roadway Solutions, Inc. was the apparent low bidder. The engineer reviewed the submittal and verified references. The contract period is for 75 days.

Legal Review:
Contracts have been previously reviewed and approved.

Supporting Documents:
1. R90-Bothwell Blvd Median Lighting_April Council Presentation
2. Agreement - Bothwell Blvd Median Lighting
3. Agenda Recap-Bothwell Blvd Median Lighting R75

4. Agenda - Bid Tabulation - Bothwell
5. BothwellBlvd - StarLocationMap
6. BothwellBlvd

Financial Consideration:

Funding is available through Roadway Impact Fee 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.

BOTHWELL BLVD MEDIAN LIGHTING

CONSTRUCTION AWARD

April 9th, 2024

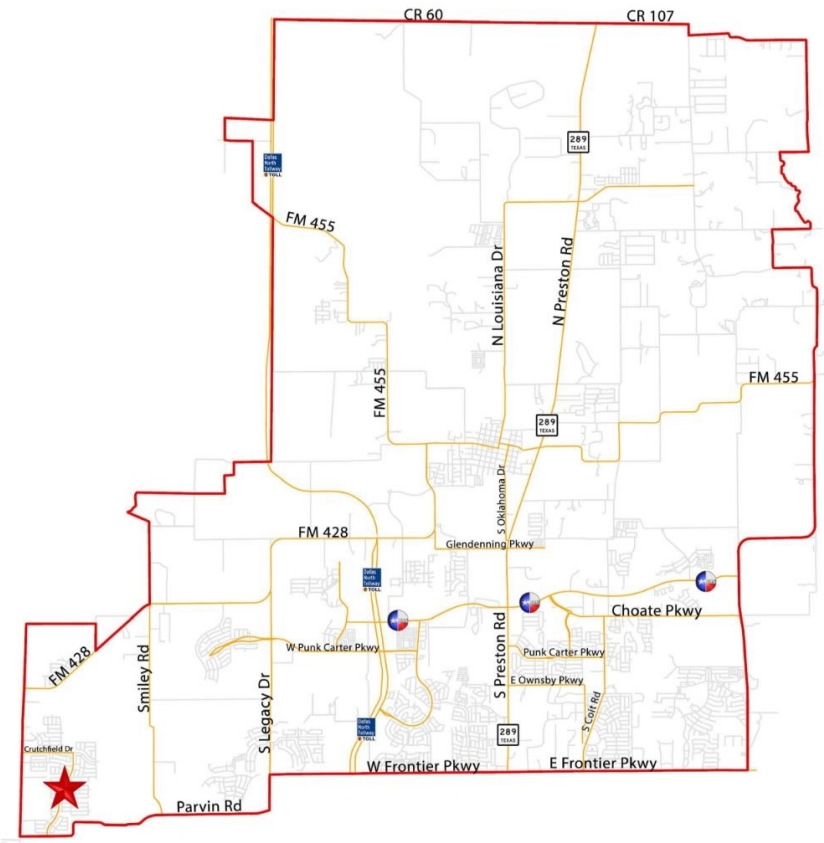
Andy Glasgow, P.E., PMP, CFM
Director of Engineering



INTRODUCTION

- This item is to consider and act to award a construction contract to Roadway Solutions, Inc. for the Bothwell Boulevard Median Lighting project.
- Lee Engineering completed the arterial lighting design in December 2023.
- Bid invitation was sent out to 251 Vendors and 2 responses were received.
- Construction contract is for 75 days

PROJECT LOCATION



- Southwest side of the City
- Sutton Fields Subdivision
- Located east of FM 1385 and north of Parvin Road

EXISTING CONDITIONS



- The existing median does not have street lights
- Extents of the project is from Parvin Rd to the current dead-end just north of Crutchfield Blvd.

BID 2024-099

- Lowest apparent bidder is Roadway Solutions, Inc.
- Bid Price: $994,955.00
- 10% Contingency: $99,495.50
- Total Not to Exceed: $1,094,450.50

Tab Sheet
2024-099
Bothwell Blvd Median Lighting, R75

				Roadway Solutions, Inc.		Road Solutions	
				Total Price	$ 994,955.00	Total Price	$ 1,038,010.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	LINE ITEMS - BOTHWELL BLVD LIGHTING						
1.1	Drilled Shaft Foundation (Luminaire Pole)	344	LF	$610.00	$ 209,840.00	$422.00	$ 145,168.00
1.2	Conductor, Size 6 Type Bare	7,330	LF	$2.00	$ 14,660.00	$3.00	$ 21,990.00
1.3	Conductor, Size 6 Type Insulated	14,660	LF	$3.00	$ 43,980.00	$2.70	$ 39,582.00
1.4	Electrical Service (Type A)	2	EA	$9,800.00	$ 19,600.00	$11,000.00	$ 22,000.00
1.5	Steel Light Pole, Type [31' MH] Twin (Furnish & Install)	41	EA	$8,250.00	$ 338,250.00	$9,890.00	$ 405,490.00
1.6	Steel Light Pole, Type [31' MH] Single (Furnish andInstall)	1	EA	$7,900.00	$ 7,900.00	$8,540.00	$ 8,540.00
1.7	Steel Light Pole, Type [21' MH] Single (Furnish and Install)	1	EA	$7,800.00	$ 7,800.00	$7,950.00	$ 7,950.00
1.8	Luminaire, Type [108W LED] (Furnish and Install)	84	EA	$985.00	$ 82,740.00	$1,190.00	$ 99,960.00
1.9	Conduit, 2", PVC Sch 40, Trench	4,765	LF	$14.00	$ 66,710.00	$15.00	$ 71,475.00
1.10	Conduit, 2", PVC Sch 40, Bore	95	LF	$35.00	$ 3,325.00	$41.00	$ 3,895.00
1.11	Conduit, 4", PVC Sch 40, Bore	3,560	LF	$45.00	$ 160,200.00	$45.00	$ 160,200.00
1.12	Ground Box, Type A with Apron	7	EA	$1,600.00	$ 11,200.00	$1,680.00	$ 11,760.00
1.13	Traffic Control	1	LS	$28,750.00	$ 28,750.00	$40,000.00	$ 40,000.00
					$ 994,955.00		$ 1,038,010.00

QUESTIONS?



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 **Roadway Solutions, Inc.** (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
Bothwell Blvd. Median Lighting
BID 2024-099
PROJECT: R75

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 approximately 1.3 miles of lighting along Bothwell Blvd from Parvin Road to the dead-end.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Lee Engineering,** 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 75 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 liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **$1,000.00** 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 thereofgranted by OWNER, CONTRACTOR shall pay OWNER **$1,000.00** 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: $ 9 9 4 , 9 5 5 . 0 0

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 of the last date signed.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	MORRIE GAMINI (Apr 1, 2024 11:45 CDT)
	Morteza Gamini VP
	Printed Name & Title
	Apr 1, 2024
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**	1425 Crescent Drive Carrollton, TX 75006 1425 Crescent Drive Carrollton, TX 75006 1425 Crescent Drive Carrollton, TX 75006 1425 Crescent Drive Carrollton, TX 75006 1425 Crescent Drive Carrollton, TX 75006

EJCDC® C-410, Bid Form for Construction Contract.
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CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2024-099
BOTHWELL BLVD MEDIAN LIGHTING (REBID)
PROJECT #: R75

Bid Opening Date: March 21, 2024 Bid Opening Time: 10:00 AM

Number of Invitations Sent/Vendors Notified: 251
Number of Submissions: 2
Number of Non-Responsive Bids: 0
Number of Responsive Bids: 2
Number of No Bids: 0

Review/Evaluation:

An initial review was completed by Purchasing to determine the responsiveness of each bidder. The responses were then sent to the department for further review.

Coop/Sole Source:

N/A

Recommendation:
Upon review, the requesting department recommends the following.

Recommended Vendor(s): Roadway Solutions, Inc.

Contract Term/Period: 75 Calendar Days

Dawn Berry
Purchasing Director

4/1/2024
Date

Tab Sheet
2024-099
Bothwell Blvd Median Lighting, R75

				Roadway Solutions, Inc.		Road Solutions	
				Total Price	$ 994,955.00	Total Price	$ 1,038,010.00
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**
1	LINE ITEMS - BOTHWELL BLVD LIGHTING						
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1.2	Conductor, Size 6 Type Bare	7,330	LF	$2.00	$ 14,660.00	$3.00	$ 21,990.00
1.3	Conductor, Size 6 Type Insulated	14,660	LF	$3.00	$ 43,980.00	$2.70	$ 39,582.00
1.4	Electrical Service (Type A)	2	EA	$9,800.00	$ 19,600.00	$11,000.00	$ 22,000.00
1.5	Steel Light Pole, Type [31' MH] Twin (Furnish & Install)	41	EA	$8,250.00	$ 338,250.00	$9,890.00	$ 405,490.00
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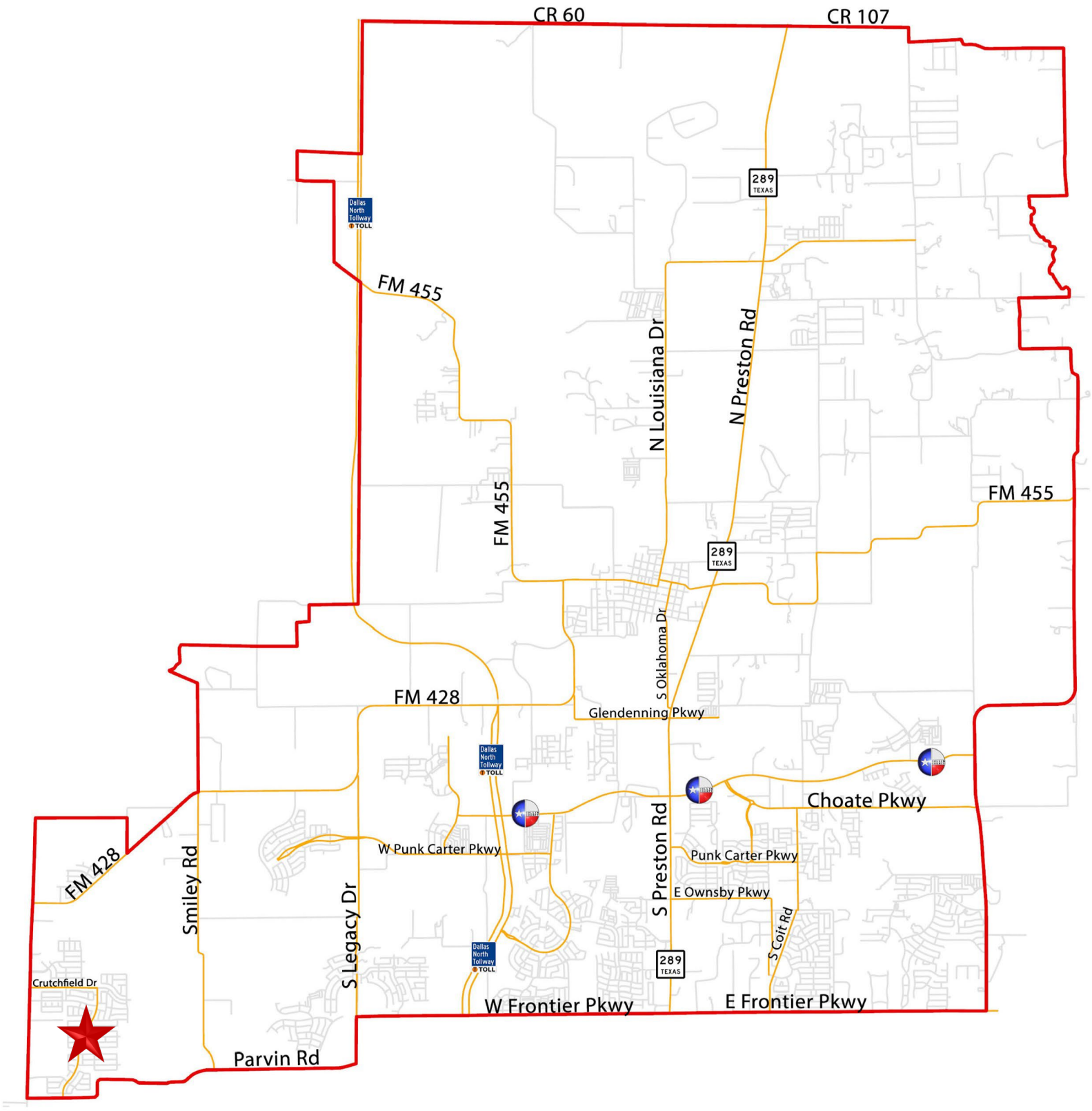
1.9	Conduit, 2", PVC Sch 40, Trench	4,765	LF	$14.00	$ 66,710.00	$15.00	$ 71,475.00
1.10	Conduit, 2", PVC Sch 40, Bore	95	LF	$35.00	$ 3,325.00	$41.00	$ 3,895.00
1.11	Conduit, 4", PVC Sch 40, Bore	3,560	LF	$45.00	$ 160,200.00	$45.00	$ 160,200.00
1.12	Ground Box, Type A with Apron	7	EA	$1,600.00	$ 11,200.00	$1,680.00	$ 11,760.00
1.13	Traffic Control	1	LS	$28,750.00	$ 28,750.00	$40,000.00	$ 40,000.00
					$ 994,955.00		$ 1,038,010.00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TEXAS
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FM 455
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Choate Pkwy
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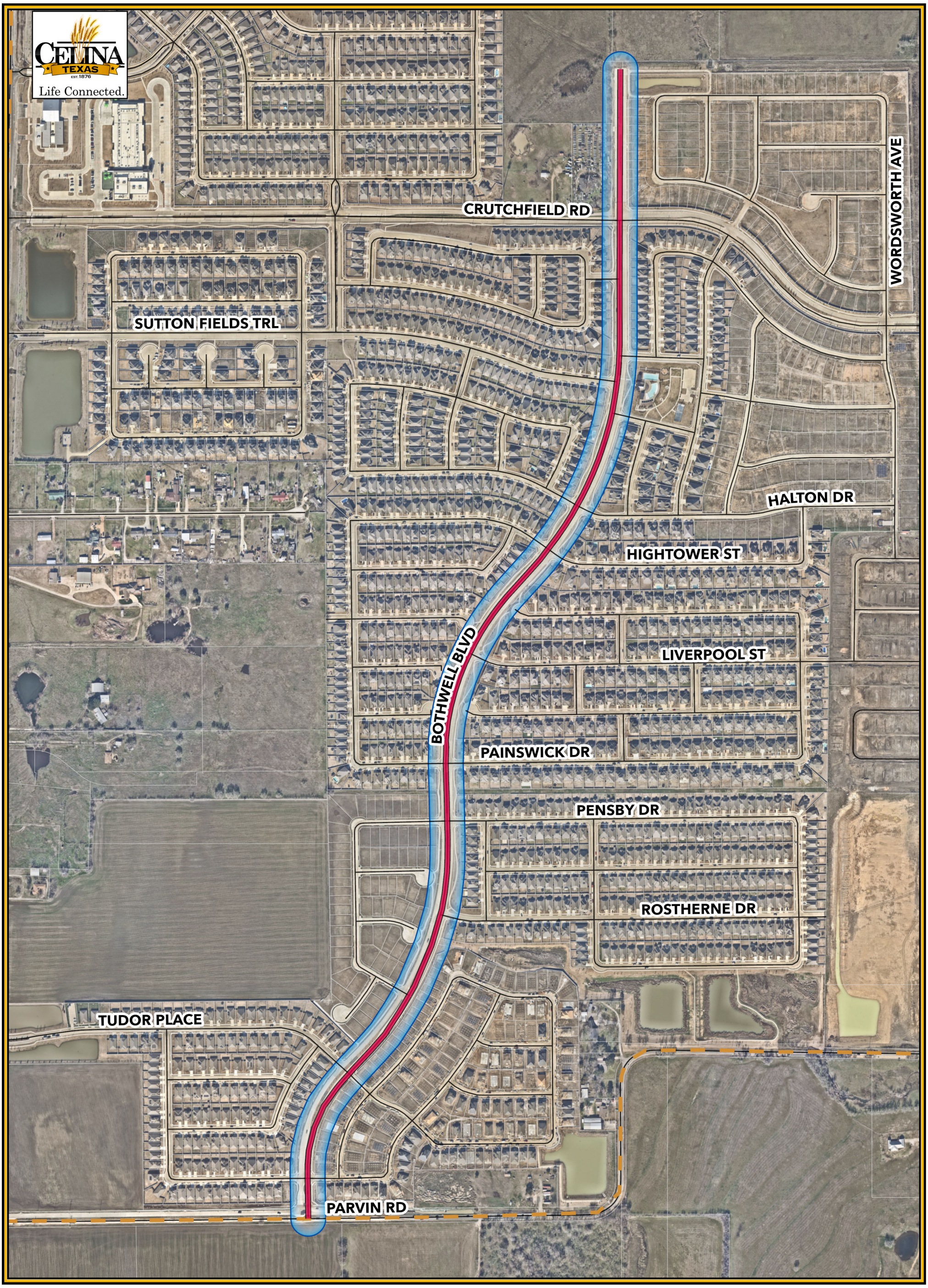

Legend

- Bothwell Blvd
- Roads
- Parcels

Bothwell Blvd Exhibit

City of Celina

3/27/2024

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Feet

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, Dawn Berry, Purchasing Director, Scott Harper, Engineer
Intiated by:	Scott Harper
Date:	April 9, 2024
Re:	Bid 2024-093 - Downtown Street Improvement - Arizona & Colorado (Rebid), D56

Action Requested:
Consider and act to award bid 2024-093 for the Downtown Street Improvement project (Arizona and Colorado) to J&L Construction, LLC in the amount of $3,122,350.40 plus fifteen percent contingency in the amount of $468,352.56 for a total amount not to exceed $3,590,702.96. (Glasgow)

Background Information:
The project consists of the construction/installation of full-depth reclamation (asphalt to concrete) and utility upgrade for South Arizona Drive and South Colorado Street from West Ash Street to West Cedar Street. The project includes the installation of concrete curb and gutter pavement, storm inlets, storm pipes, water infrastructure, sidewalks, and wastewater infrastructure improvements.

On May 10, 2022, the City Council authorized an agreement with Halff Associates, Inc. for engineering design service for the downtown drainage and street improvements for South Arizona Drive and South Colorado Street from West Ash Street to West Cedar Street in an amount not to exceed $296,900.00. On June 13, 2023, the City Council authorized Resolution 2023-46R to effectuate the acquisition of wastewater easements, drainage easements, slope easements, and temporary construction easements for the Colorado Drive and Arizona Drive.

On December 14, 2023, the City received responses to bid 2024-079 for the Downtown Street Maintenance Improvements - Arizona & Colorado project (D56). 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 recommended rejecting all bids and re-issuing the bid.

The project was rebid 2024-093 for the Downtown Street Maintenance Improvements - Arizona & Colorado project (D56). J&L Construction, LLC is the apparent low bidder. An initial review was completed by Purchasing and forwarded to staff and the Engineer of Record. The engineer reviewed the submittal and verified references. Staff recommends awarding this contract.

The City held two public meetings on August 24, 2022, and February 16, 2023, to get resident feedback on the project. We will have another public meeting after the contract is awarded to introduce the contractor and update residents on the schedule. The contract period is for 300 days.

Legal Review:
Contracts have been previously reviewed and approved.

Supporting Documents:
1. D56-Az-Co Improvements_April Council Presentation
2. Agreement - DT Street Maintenance Arizona & Colorado
3. Agenda Recap - Downtown Street Improvements D56
4. Bid Tabulation - Downtown Street Maintenance Arizona & Colorado
5. ArizonaColoradoImprovements - StarLocationMap
6. Arizona Affected Properties

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 approval.

DOWNTOWN STREET IMPROVEMENTS ARIZONA & COLORADO

CONSTRUCTION AWARD

April 9th, 2024

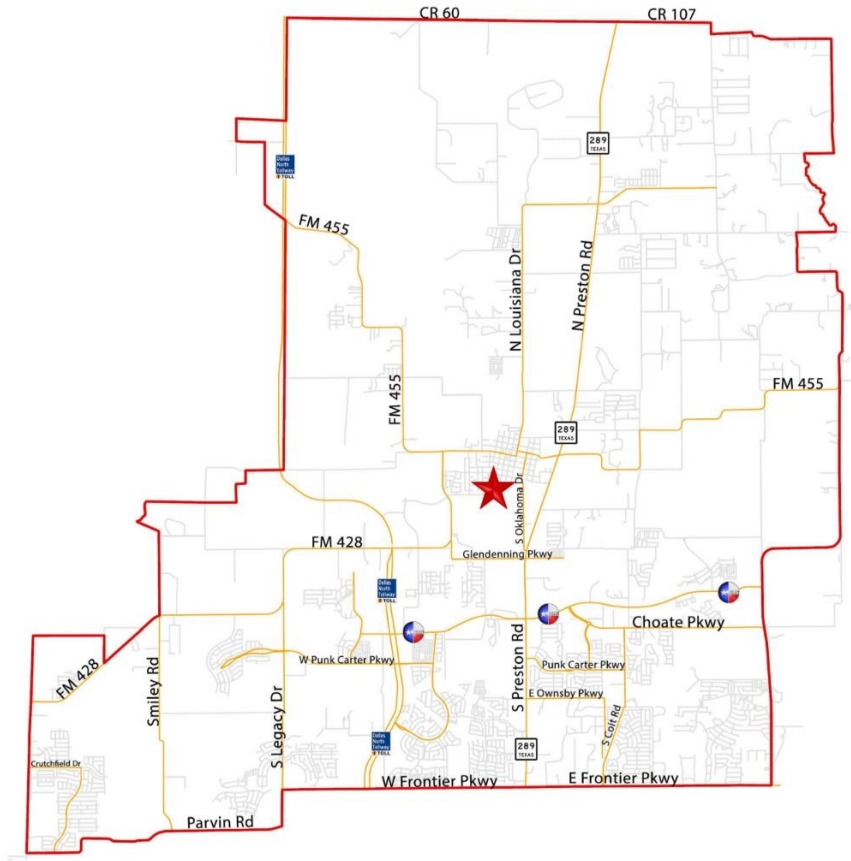
Andy Glasgow, P.E., PMP, CFM
Director of Engineering



INTRODUCTION

- This item is to consider and act to award a construction contract to J&L, Construction LLC for the Downtown Street Improvements – Arizona & Colorado project.
- Halff Associates, Inc. completed the design in October 2023 which includes:
  - Concrete curb and gutter streets including underground storm drain system
  - New sanitary sewer in Arizona & Colorado
  - New water main in Arizona
  - Extend the enclosed storm pipe from the Cedar & Utah project to Colorado
- Construction contract is for 300 days

PROJECT LOCATION



- Downtown Celina
  - 4 Blocks South of the Square
  - 3 Blocks West of the Rail Road Tracks
  - 1 Block North East of Lykins Elementary School

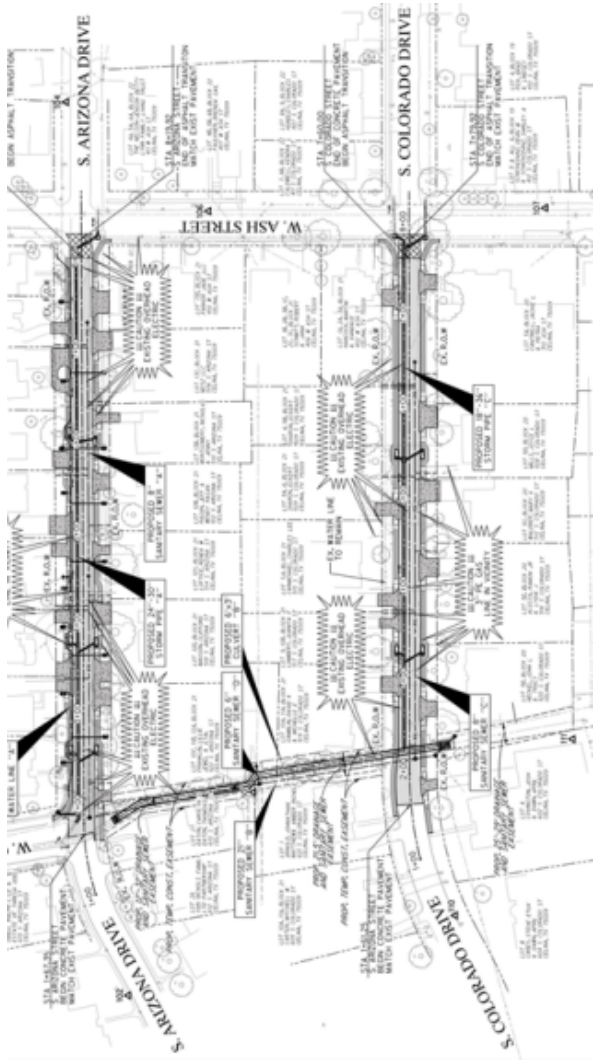
EXISTING CONDITIONS

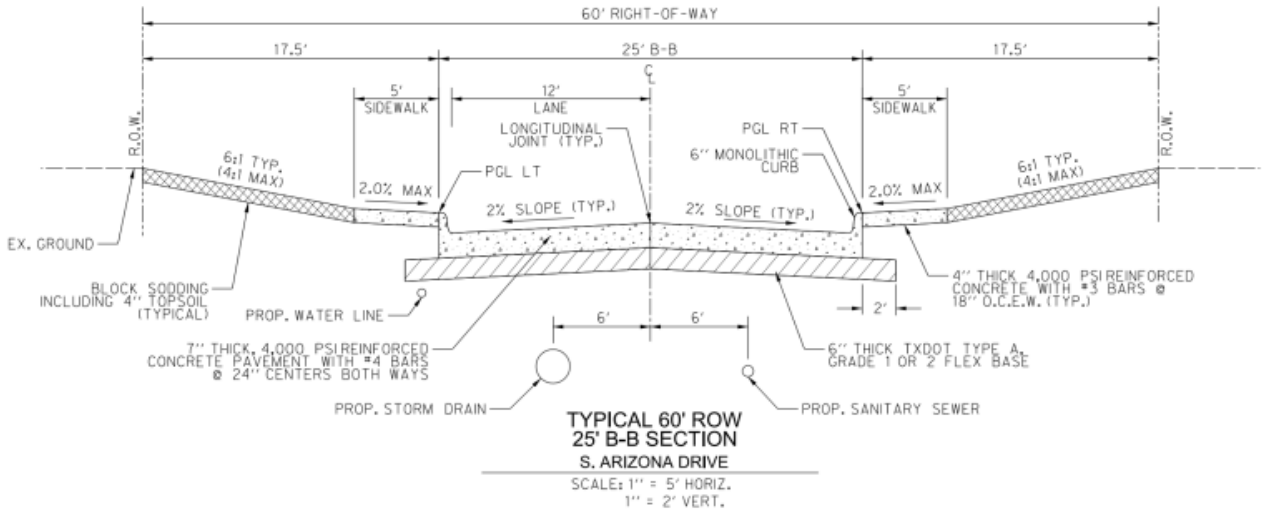


- S. Arizona Dr. and S. Colorado Dr. from W. Ash St. to W Cedar St
- Asphalt Street with roadside ditches
- Poor Drainage
- Sanitary sewer mains in rear alley.

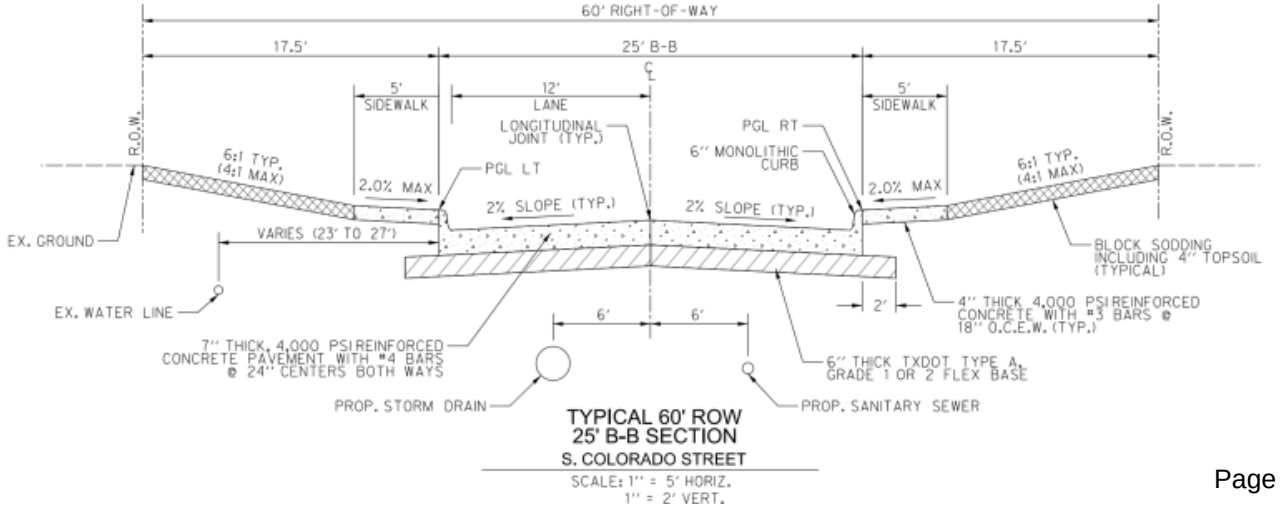


PROPOSED CONSTRUCTION





TYPICAL 60' ROW
25' B-B SECTION
S. ARIZONA DRIVE
SCALE: 1" = 5' HORIZ.
1" = 2' VERT.



TYPICAL 60' ROW
25' B-B SECTION
S. COLORADO STREET
SCALE: 1" = 5' HORIZ.
1" = 2' VERT.

BID 2024-099

- Low Bidder was J&L, Construction LLC
- Bid Price: $3,122,350.40
- 15% Contingency: $468,352.56
- Total Not to Exceed: $3,590,702.96

Event Number	2024-093 Addendum 2		**Organization**	City of Celina eBid	
Event Title	Downtown Street Improvement - Arizona &		**Workgroup**	Purchasing	
Event Type	ITB				
Issue Date	2/9/2024 07:30:01 AM (CT)				
Close Date	3/7/2024 10:00:00 AM (CT)				
Responding Supplier	**City**	**State**	**Response Submitted**	**Lines Responded**	**Response Total w/ Alternate**
J&L Construction, LLC	Dallas	TX	3/6/2024 06:20:19 PM (CT)	71	$3,122,350.40
Quality Excavation, LLC	Aubrey	TX	3/7/2024 07:39:20 AM (CT)	71	$3,393,673.00
Applepavement Services LLC	Dallas	TX	3/4/2024 11:46:46 AM (CT)	71	$3,611,807.50
McMahon Contracting LP	Grand Pairie	TX	3/6/2024 12:42:04 PM (CT)	71	$3,663,698.25
Maya Underground Contractors	Weston	TX	3/1/2024 02:21:29 PM (CT)	71	$3,783,723.00
Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.					

QUESTIONS?



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 **J&L Construction, LLC** (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
Downtown Street Maintenance – Arizona & Colorado
BID 2024-093
Project: D56

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 City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary Work, and is friendlier to the environment.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Halff Associates** 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 270 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 **300** 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 liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **$2,000** 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 **$2,000** 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: **$3,122,350.40**

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 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 paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All money 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 on the date last signed.

CITY OF CELINA, TEXAS	**CONTRACTOR**
_____	_____
_____	_____
Printed Name & Title	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**	_____ _____ _____ _____ _____

Council Authorized on: _____

EJCDC® C-410, Bid Form for Construction Contract.
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CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2024-093
SOLICITATION NAME: DOWNTOWN STREET IMPROVEMENTS – ARIZONA & COLORADO (REBID)
PROJECT #: D56

Bid Opening Date: March 7, 2024 Bid Opening Time: 10:00 AM

Number of Invitations Sent/Vendors Notified:	522
Number of Submissions:	5
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	5
Number of No Bids:	2

Review/Evaluation:

An initial review was completed by Purchasing to determine the responsiveness of each bidder. The responses were then sent to the department and engineer of record for further review.

Coop/Sole Source:

N/A

Recommendation:
Upon Review the requesting department recommends the following.

Recommended Vendor(s): J&L Construction

Contract Term/Period: 300 Calendar Days

Dawn Berry
Purchasing Director

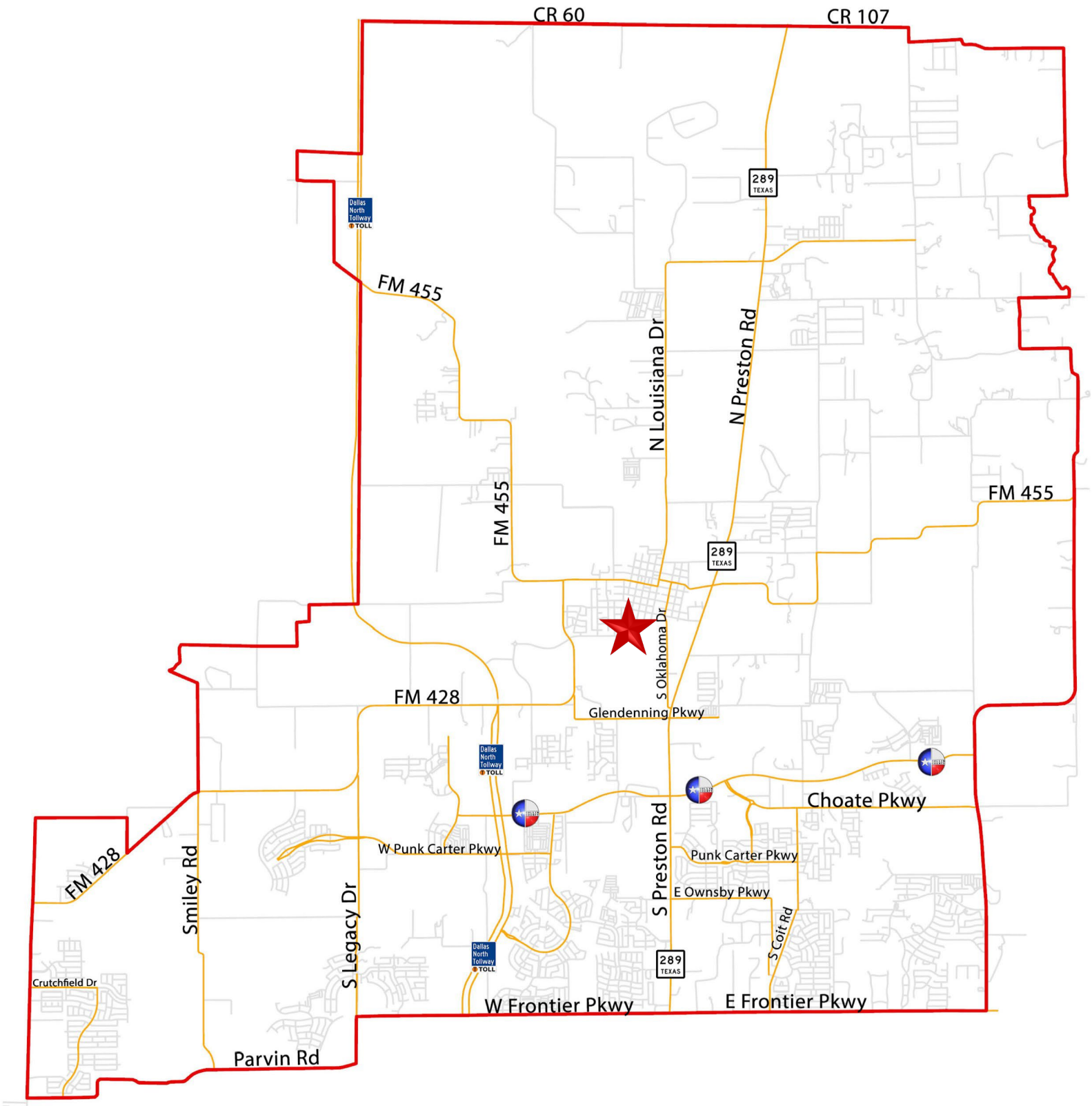
March 26, 2024
Date

Tab Sheet
2024-093 Addendum 2
Downtown Street Improvement
Arizona & Colorado (Rebid)

Line #	Description	QTY	UOM	J&L Construction, LLC		Quality Excavation, LLC		Applepavement Services LLC		McMahon Contracting LP		Maya Underground Contractors LLC	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	BASE BID - ROAD												
1.1	Mobilization	1	LS	$75,858.00	$ 75,858.00	$160,319.00	$ 160,319.00	$100,000.00	$ 100,000.00	$262,808.00	$ 262,808.00	$92,000.00	$ 92,000.00
1.2	General Site Preparation	1	LS	$24,409.00	$ 24,409.00	$152,000.00	$ 152,000.00	$25,000.00	$ 25,000.00	$21,184.00	$ 21,184.00	$250,000.00	$ 250,000.00
1.3	Joint Storm Water Pollution Prevention Plan	1	LS	$5,873.00	$ 5,873.00	$9,400.00	$ 9,400.00	$25,000.00	$ 25,000.00	$4,570.00	$ 4,570.00	$11,911.00	$ 11,911.00
1.4	Barricades, Warning and Detour Signs, Temp. Fences	1	LS	$20,217.00	$ 20,217.00	$37,000.00	$ 37,000.00	$35,000.00	$ 35,000.00	$26,153.00	$ 26,153.00	$38,400.00	$ 38,400.00
1.5	Remove Asphalt Pavement	2,774	SY	$9.67	$ 26,824.58	$14.00	$ 38,836.00	$18.00	$ 49,932.00	$11.50	$ 31,901.00	$9.00	$ 24,966.00
1.6	Remove Concrete Pavement (Including Curb)	1,431	SY	$12.52	$ 17,916.12	$18.00	$ 25,758.00	$22.00	$ 31,482.00	$32.75	$ 46,865.25	$13.00	$ 18,603.00
1.7	Remove Concrete Sidewalk	150	SY	$22.69	$ 3,403.50	$16.00	$ 2,400.00	$50.00	$ 7,500.00	$23.25	$ 3,487.50	$10.00	$ 1,500.00
1.8	Remove Existing Tree (12 Inch and larger)	24	EA	$432.42	$ 10,378.08	$1,520.00	$ 36,480.00	$2,000.00	$ 48,000.00	$2,013.00	$ 48,312.00	$1,916.00	$ 45,984.00
1.9	Remove Existing Chain Link Fence	385	LF	$11.23	$ 4,323.55	$4.00	$ 1,540.00	$20.00	$ 7,700.00	$4.50	$ 1,732.50	$5.00	$ 1,925.00
1.10	Reinforced Concrete Pavement (6 Inch)(Driveway)	1,256	SY	$95.57	$ 120,035.92	$75.00	$ 94,200.00	$95.00	$ 119,320.00	$95.00	$ 119,320.00	$18.00	$ 22,608.00
1.11	Reinforced Concrete Pavement (7 Inch) With Monolithic Curb	3,335	SY	$112.16	$ 374,053.60	$78.00	$ 260,130.00	$98.00	$ 326,830.00	$96.00	$ 320,160.00	$110.00	$ 366,850.00
1.12	Flex Base (6 Inch) (Grade A) (Type 1 or 2) (with TX140 Geogrid)	4,183	SY	$35.87	$ 150,044.21	$32.00	$ 133,856.00	$22.50	$ 94,117.50	$28.25	$ 118,169.75	$65.00	$ 271,895.00
1.13	Asphalt Pavement (6 Inch)	143	SY	$168.27	$ 24,062.61	$98.00	$ 14,014.00	$75.00	$ 10,725.00	$130.00	$ 18,590.00	$177.00	$ 25,311.00
1.14	Reinforced Concrete Street Header	146	LF	$59.18	$ 8,640.28	$18.00	$ 2,628.00	$15.00	$ 2,190.00	$16.25	$ 2,372.50	$29.00	$ 4,234.00
1.15	Reinforced Concrete Sidewalk (5 Inch)	822	SY	$78.22	$ 64,296.84	$79.00	$ 64,938.00	$72.00	$ 59,184.00	$109.00	$ 89,598.00	$109.00	$ 89,598.00
1.16	Barrier Free Ramp (Type 7)	8	EA	$1,689.88	$ 13,519.04	$2,900.00	$ 23,200.00	$3,000.00	$ 24,000.00	$2,262.00	$ 18,096.00	$2,250.00	$ 18,000.00
1.17	Barrier Free Ramp (Type 10)	45	EA	$476.16	$ 21,427.20	$2,700.00	$ 121,500.00	$3,000.00	$ 135,000.00	$2,378.00	$ 107,010.00	$2,275.00	$ 102,375.00
1.18	Stamped Integral Sidewalk Retaining Wall (<2 FT Height)	30	LF	$428.17	$ 12,845.10	$375.00	$ 11,250.00	$200.00	$ 6,000.00	$445.00	$ 13,350.00	$241.00	$ 7,230.00
1.19	Decorative Metal Fence	354	LF	$194.56	$ 68,874.24	$110.00	$ 38,940.00	$175.00	$ 61,950.00	$87.00	$ 30,798.00	$263.00	$ 93,102.00
1.20	Tree Root Barrier	200	LF	$79.93	$ 15,986.00	$91.00	$ 18,200.00	$25.00	$ 5,000.00	$51.00	$ 10,200.00	$58.00	$ 11,600.00
1.21	Solid Sod (Including 4 Inch Topsoil)	4,037	SY	$15.77	$ 63,663.49	$19.00	$ 76,703.00	$20.00	$ 80,740.00	$21.00	$ 84,777.00	$11.00	$ 44,407.00
1.22	Inlet Protection	18	EA	$278.50	$ 5,013.00	$182.00	$ 3,276.00	$300.00	$ 5,400.00	$457.00	$ 8,226.00	$331.00	$ 5,958.00
1.23	Pavement Markings and Signage	1	LS	$26,248.00	$ 26,248.00	$13,000.00	$ 13,000.00	$20,000.00	$ 20,000.00	$13,166.00	$ 13,166.00	$22,200.00	$ 22,200.00
1.24	Landscaping Allowance	1	LS	$30,000.00	$ 30,000.00	$30,000.00	$ 30,000.00	$30,000.00	$ 30,000.00	$30,000.00	$ 30,000.00	$30,000.00	$ 30,000.00
1.25	Unclassified Excavation & fill	3,888	CY	$2.00	$ 7,776.00	$30.00	$ 116,640.00	$40.00	$ 155,520.00	$43.25	$ 168,156.00	$21.00	$ 81,648.00
	Total Base Bid - Road Items				**$ 1,195,688.36**		**$ 1,486,208.00**		**$ 1,465,590.50**		**$ 1,599,002.50**		**$ 1,682,305.00**
2	BASE BID - DRAINAGE												
2.1	Remove Existing Pipe (Storm Drain)	870	LF	$13.63	$ 11,858.10	$20.00	$ 17,400.00	$50.00	$ 43,500.00	$41.00	$ 35,670.00	$39.00	$ 33,930.00
2.2	Remove Inlet	3	EA	$999.67	$ 2,999.01	$2,100.00	$ 6,300.00	$3,000.00	$ 9,000.00	$1,061.00	$ 3,183.00	$559.00	$ 1,677.00
2.3	Trench Safety (Storm System)	1,805	LF	$4.82	$ 8,700.10	$2.00	$ 3,610.00	$3.00	$ 5,415.00	$2.25	$ 4,061.25	$4.00	$ 7,220.00
2.4	RCP (Class III) (18 Inch) Accepting Alternate	191	LF	$134.01	$ -	$120.00	$ -	$130.00	$ -	$209.00	$ -	$204.00	$ -
2.5	RCP (Class III) (24 Inch) Accepting Alternate	239	LF	$152.99	$ -	$148.00	$ -	$178.00	$ -	$220.00	$ -	$197.00	$ -
2.6	RCP (Class III) (30 Inch) Accepting Alternate	246	LF	$299.17	$ -	$170.00	$ -	$265.00	$ -	$246.00	$ -	$222.00	$ -
2.7	RCP (Class III) (36 Inch) Accepting Alternate	753	LF	$262.91	$ -	$209.00	$ -	$372.00	$ -	$268.00	$ -	$286.00	$ -
2.8	Reinforced Concrete Box Culvert (6 FT X 3 FT)	376	LF	$807.56	$ 303,642.56	$525.00	$ 197,400.00	$1,400.00	$ 526,400.00	$750.00	$ 282,000.00	$915.00	$ 344,040.00
2.9	Cast-in-Place Manhole (4 FT x 4 FT)	5	EA	$8,727.40	$ 43,637.00	$8,465.00	$ 42,325.00	$9,500.00	$ 47,500.00	$6,380.00	$ 31,900.00	$9,785.00	$ 48,925.00
2.10	10 FT Standard Curb Inlet (Complete)	10	EA	$9,074.40	$ 90,744.00	$8,330.00	$ 83,300.00	$8,000.00	$ 80,000.00	$6,960.00	$ 69,600.00	$7,976.00	$ 79,760.00
2.11	3 FTx1.5 FT Grate Inlet (Complete)	3	EA	$7,893.00	$ 23,679.00	$7,945.00	$ 23,835.00	$9,500.00	$ 28,500.00	$5,974.00	$ 17,922.00	$6,500.00	$ 19,500.00
2.12	Inch Flexamat Plus Inch Channel Protection	14	SY	$428.29	$ 5,996.06	$243.00	$ 3,402.00	$500.00	$ 7,000.00	$145.00	$ 2,030.00	$285.00	$ 3,990.00
2.13	Concrete Headwall (SETB-SW-0, 3:1, MOD)	1	EA	$26,554.00	$ 26,554.00	$14,600.00	$ 14,600.00	$12,500.00	$ 12,500.00	$13,920.00	$ 13,920.00	$21,000.00	$ 21,000.00
2.14	Remove and replace Fence	80	LF	$70.00	$ 5,600.00	$105.00	$ 8,400.00	$150.00	$ 12,000.00	$123.25	$ 9,860.00	$123.00	$ 9,840.00
2.15	Unclassified Drainage Excavation and fill.	16	CY	$2.00	$ 32.00	$54.00	$ 864.00	$50.00	$ 800.00	$62.00	$ 992.00	$61.00	$ 976.00
	Total Base Bid - Drainage Items				**$ 523,441.83**		**$ 401,436.00**		**$ 772,615.00**		**$ 471,138.25**		**$ 570,858.00**
3	BASE BID - WATER												
3.1	Trench Safety (Water Lines)	620	LF	$4.75	$ 2,945.00	$2.00	$ 1,240.00	$6.00	$ 3,720.00	$2.25	$ 1,395.00	$1.50	$ 930.00
3.2	Remove Existing Water Line (6 Inch)	42	LF	$70.07	$ 2,942.94	$157.00	$ 6,594.00	$60.00	$ 2,520.00	$37.25	$ 1,564.50	$338.00	$ 14,196.00
3.3	8-inch PVC Water Line (Open Cut) (Including Fittings)	620	LF	$111.34	$ 69,030.80	$119.00	$ 73,780.00	$80.00	$ 49,600.00	$146.00	$ 90,520.00	$175.00	$ 108,500.00
3.4	Fire Hydrant Assembly	1	EA	$13,305.00	$ 13,305.00	$19,000.00	$ 19,000.00	$10,000.00	$ 10,000.00	$8,945.00	$ 8,945.00	$8,731.00	$ 8,731.00
3.5	8-inch Gate Valve	1	EA	$4,314.00	$ 4,314.00	$4,000.00	$ 4,000.00	$2,500.00	$ 2,500.00	$3,580.00	$ 3,580.00	$4,189.00	$ 4,189.00
3.6	Adjust Existing Water Service Line & Meter (Including Fittings)	15	EA	$518.20	$ 7,773.00	$4,900.00	$ 73,500.00	$350.00	$ 5,250.00	$2,206.00	$ 33,090.00	$2,394.00	$ 35,910.00
3.7	Lower and Adjust 8 Inch Water Main (Including Fittings)	2	EA	$6,940.00	$ 13,880.00	$25,000.00	$ 50,000.00	$7,500.00	$ 15,000.00	$9,793.00	$ 19,586.00	$9,282.00	$ 18,564.00

Tab Sheet
2024-093 Addendum 2
Downtown Street Improvement
Arizona & Colorado (Rebid)

				J&L Construction, LLC		Quality Excavation, LLC		Applepavement Services LLC		McMahon Contracting LP		Maya Underground Contractors LLC	
3.8	Connect to Existing Water Line	2	EA	$1,931.50	$ 3,863.00	$4,800.00	$ 9,600.00	$5,000.00	$ 10,000.00	$4,803.00	$ 9,606.00	$4,833.00	$ 9,666.00
3.9	1-inch Water Service Connection (long)	6	EA	$3,748.17	$ 22,489.02	$2,240.00	$ 13,440.00	$3,500.00	$ 21,000.00	$2,690.00	$ 16,140.00	$2,676.00	$ 16,056.00
3.10	1-inch Water Service Connection (short)	8	EA	$2,868.63	$ 22,949.04	$2,500.00	$ 20,000.00	$2,500.00	$ 20,000.00	$2,098.00	$ 16,784.00	$1,456.00	$ 11,648.00
3.11	Water Meter Box	14	EA	$584.36	$ 8,181.04	$687.00	$ 9,618.00	$450.00	$ 6,300.00	$579.00	$ 8,106.00	$590.00	$ 8,260.00
	Total Base Bid - Water Items				**$ 171,672.84**		**$ 280,772.00**		**$ 145,890.00**		**$ 209,316.50**		**$ 236,650.00**
4	BASE BID - SEWER												
4.1	Trench Safety (Sanitary Sewer)	1,409	LF	$5.76	$ 8,115.84	$2.00	$ 2,818.00	$3.00	$ 4,227.00	$1.50	$ 2,113.50	$2.00	$ 2,818.00
4.2	Remove Existing Sanitary Sewer Pipe (6 Inch to 8 Inch)	51	LF	$31.73	$ 1,618.23	$143.00	$ 7,293.00	$20.00	$ 1,020.00	$84.50	$ 4,309.50	$33.00	$ 1,683.00
4.3	Remove Existing Sanitary Sewer Pipe (15 Inch to 21 Inch)	395	LF	$7.45	$ 2,942.75	$69.00	$ 27,255.00	$40.00	$ 15,800.00	$84.50	$ 33,377.50	$22.00	$ 8,690.00
4.4	Remove Existing Sanitary Sewer Manhole	4	EA	$2,249.50	$ 8,998.00	$2,224.00	$ 8,896.00	$1,200.00	$ 4,800.00	$1,575.00	$ 6,300.00	$899.00	$ 3,596.00
4.5	6 Inch SDR 26 Pressure Rated PVC Sanitary Sewer (open cut)	20	LF	$76.15	$ 1,523.00	$870.00	$ 17,400.00	$100.00	$ 2,000.00	$164.00	$ 3,280.00	$114.00	$ 2,280.00
4.6	8 Inch SDR 26 Pressure Rated PVC Sanitary Sewer (open cut)	974	LF	$120.77	$ 117,629.98	$97.00	$ 94,478.00	$55.00	$ 53,570.00	$159.00	$ 154,866.00	$112.00	$ 109,088.00
4.7	21 Inch SDR 26 Pressure Rated PVC Sanitary Sewer (open cut)	415	LF	$247.90	$ 102,878.50	$244.00	$ 101,260.00	$222.00	$ 92,130.00	$337.00	$ 139,855.00	$393.00	$ 163,095.00
4.8	4-foot Diameter Standard Sanitary Sewer Manhole (0 FT to 6 FT deep)	3	EA	$10,825.33	$ 32,475.99	$13,583.00	$ 40,749.00	$1,500.00	$ 4,500.00	$11,312.00	$ 33,936.00	$10,429.00	$ 31,287.00
4.9	4-foot Diameter Sanitary Sewer Drop Manhole (0 FT to 6 FT deep)	1	EA	$13,305.00	$ 13,305.00	$13,985.00	$ 13,985.00	$9,000.00	$ 9,000.00	$13,972.00	$ 13,972.00	$16,500.00	$ 16,500.00
4.10	Extra Depth for 4-foot Sanitary Sewer Manhole (Standard or Drop)	14	VF	$768.36	$ 10,757.04	$886.00	$ 12,404.00	$715.00	$ 10,010.00	$915.00	$ 12,810.00	$538.00	$ 7,532.00
4.11	5-foot Diameter Standard Sanitary Sewer Manhole (0 FT to 6 FT deep)	3	EA	$16,811.33	$ 50,433.99	$17,400.00	$ 52,200.00	$12,000.00	$ 36,000.00	$16,533.00	$ 49,599.00	$14,985.00	$ 44,955.00
4.12	5-Foot Diameter Sanitary Sewer Drop Manhole (0-6 ft deep)	2	EA	$20,266.00	$ 40,532.00	$16,400.00	$ 32,800.00	$10,000.00	$ 20,000.00	$19,286.00	$ 38,572.00	$18,800.00	$ 37,600.00
4.13	Extra Depth for 5-foot Sanitary Sewer Manhole (Standard or Drop)	20	VF	$981.50	$ 19,630.00	$972.00	$ 19,440.00	$500.00	$ 10,000.00	$1,100.00	$ 22,000.00	$751.00	$ 15,020.00
4.14	4-inch Sanitary Sewer Service Line	715	LF	$51.27	$ 36,658.05	$92.00	$ 65,780.00	$35.00	$ 25,025.00	$63.50	$ 45,402.50	$122.00	$ 87,230.00
4.15	Television Inspection (Pre and Post Construction)	1	LS	$9,498.00	$ 9,498.00	$5,300.00	$ 5,300.00	$12,000.00	$ 12,000.00	$16,185.00	$ 16,185.00	$7,370.00	$ 7,370.00
4.16	Private Sanitary Sewer Service Allowance (beyond ROW)	24	EA	$20,000.00	$ 480,000.00	$20,000.00	$ 480,000.00	$20,000.00	$ 480,000.00	$20,000.00	$ 480,000.00	$20,000.00	$ 480,000.00
	Total Base Bid - Sewer Items				**$ 936,996.37**		**$ 982,058.00**		**$ 780,082.00**		**$ 1,056,578.00**		**$ 1,018,744.00**
	Total All Base Bid Items				**$ 2,827,799.40**		**$ 3,150,474.00**		**$ 3,164,177.50**		**$ 3,336,035.25**		**$ 3,508,557.00**
5	BASE BID - ALTERNATES	1		$294,551.00		$243,199.00		$447,630.00		$327,663.00		$275,166.00	
5.1	HP Storm Pipe (18 Inch)	191	LF	$118.00	$ 22,538.00	$118.00	$ 22,538.00	$130.00	$ 24,830.00	$201.00	$ 38,391.00	$158.00	$ 30,178.00
5.2	HP Storm Pipe (24 Inch)	239	LF	$126.00	$ 30,114.00	$139.00	$ 33,221.00	$200.00	$ 47,800.00	$210.00	$ 50,190.00	$175.00	$ 41,825.00
5.3	HP Storm Pipe (30 Inch)	246	LF	$264.00	$ 64,944.00	$162.00	$ 39,852.00	$300.00	$ 73,800.00	$225.00	$ 55,350.00	$180.00	$ 44,280.00
5.4	HP Storm Pipe (36 Inch)	753	LF	$235.00	$ 176,955.00	$196.00	$ 147,588.00	$400.00	$ 301,200.00	$244.00	$ 183,732.00	$211.00	$ 158,883.00
	Total Alternates				**$ 294,551.00**		**$ 243,199.00**		**$ 447,630.00**		**$ 327,663.00**		**$ 275,166.00**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289
TEXAS
Dallas North Tollway TOLL
FM 455
N Louisiana Dr
N Preston Rd
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Choate Pkwy
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S Coit Rd
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Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



Celina TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Affected Properties
- Construction Area
- Drainage Work
- Roads
- Parcels

N
W E
S

0 75 150 Feet

8/11/2022

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:	April 9, 2024
Re:	UTRWD Contract for Doe Branch Expansion

Action Requested:
Consider and act to authorize the Mayor to execute an agreement with the Upper Trinity Regional Water District for the expansion of the Doe Branch Water Reclamation Facility (DBWRF) and construction of the wastewater pipeline extension from DBWRF to Fishtrap Road for $121,500,000. (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 percent of treatment capacity rule (the next phase of the plant's expansion must be in design) and are currently surpassing the 90 percent 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 approximately $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 (MSUD). Staff projected Celina's cost to be 1/3 of the total cost at approximately $70M. Staff also projected Celina's portion of the pipeline construction cost at $10M for a total Celina investment of approximately $80M.

In February 2022, UTRWD received TCEQ approval for the amended DBWRP permitted capacity to 20 MGD. 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 approximately $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 percent 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 percent 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 approximately $70M. In order to pump the remainder of future growth for the Doe Branch basin (approximately 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 percent 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. Staff made a second presentation to the council at the March 7, 2024, Celina City Council meeting. Based on cost

considerations and future need projections, staff was directed to proceed to prepare a contract for a 4 MGD subscription and construct the Doe Branch plant with a single 8 MGD phase. The Town of Prosper will subscribe to 3 MGD which will leave 1 MGD as the "common to all" subscription. Prosper and Celina will share this "common-to-all" cost going forward until the remaining 1 MGD has been subscribed to by a user.

The primary points of the contract amendment are as follows:

- Increase current subscription to Doe Branch WRF from 1.385 MGD to 5.51 MGD which includes 0.125 MGD of the remaining "common to all" capacity in the existing 4 MGD plant, and
- Authorize the construction of the 8 MGD expansion in one phase which expands the plant from 4 MGD to 12 MGD, and
- Authorize the construction of the pipeline expansion from the Doe Branch WRP to Fishtrap Road, and
- Authorize the mayor to approve a contract amount for the proposed improvements of up to $121,500,000

The current expansion plans are at 60 percent design phase, and the final guaranteed maximum price (GMP) will not be determined until the project is bid, which is expected in approximately six months.

Legal Review:
Legal council has reviewed and approved the contract.

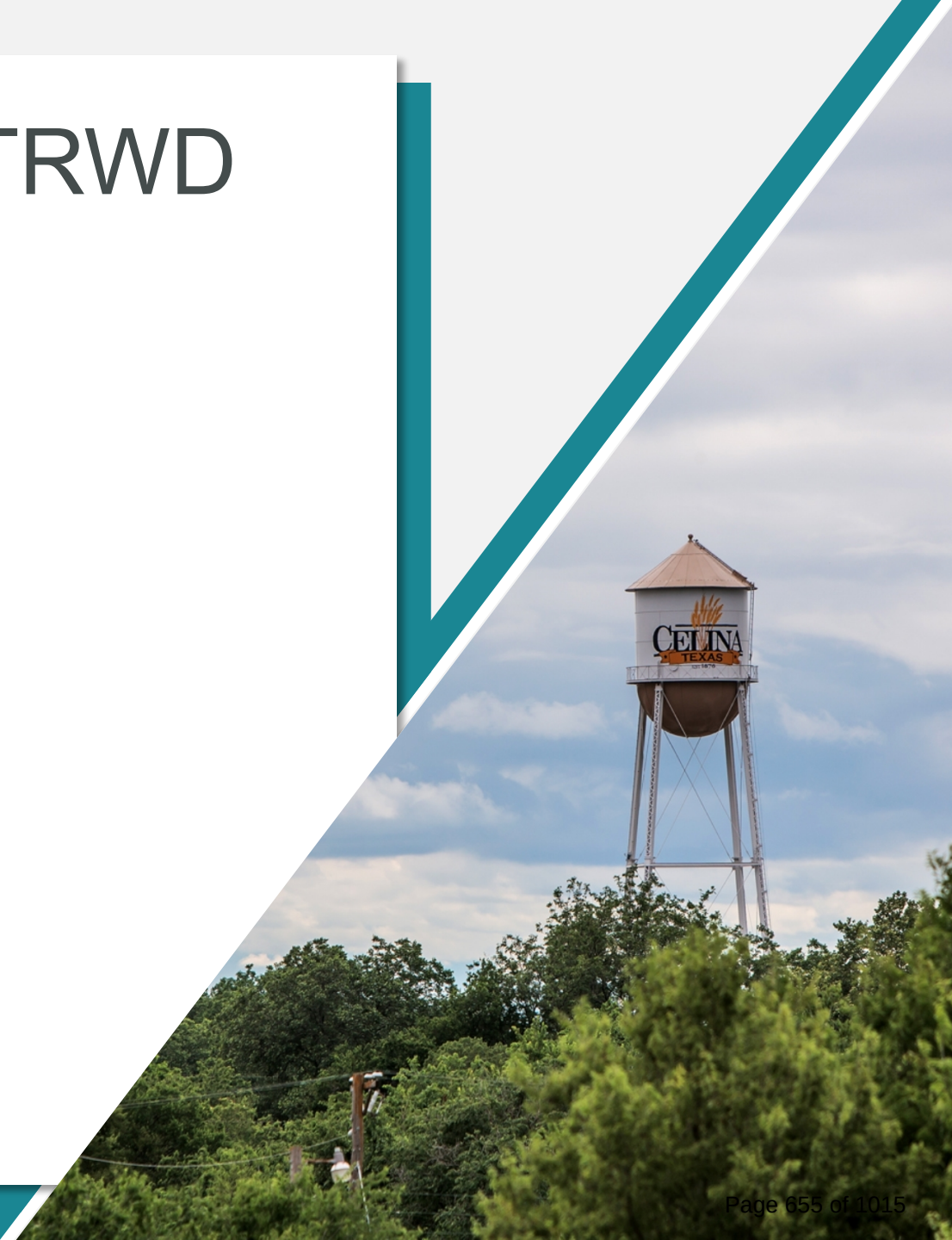
Supporting Documents:
1. Doe Branch Expansion 04.04.24.1
2. UTRWD_NERWRS_DoeBranchPhase3Expansion

Financial Consideration:
No funds will be expended by the City of Celina at this time. UTRWD will fund the construction through its bond sales. The City will pay back the debt through an annual payment that will billed as part of the UTRWD monthly billing process.

Staff Recommendation:
Staff recommends approval.

Discussion regarding UTRWD Doe Branch Expansion

April 9, 2024

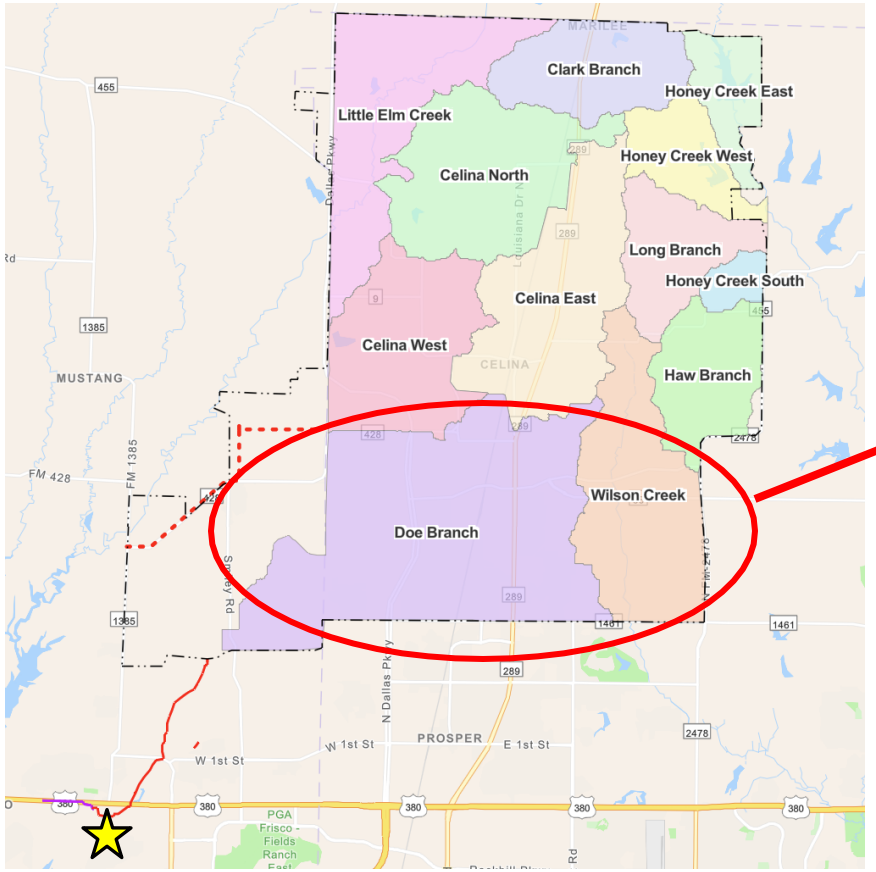


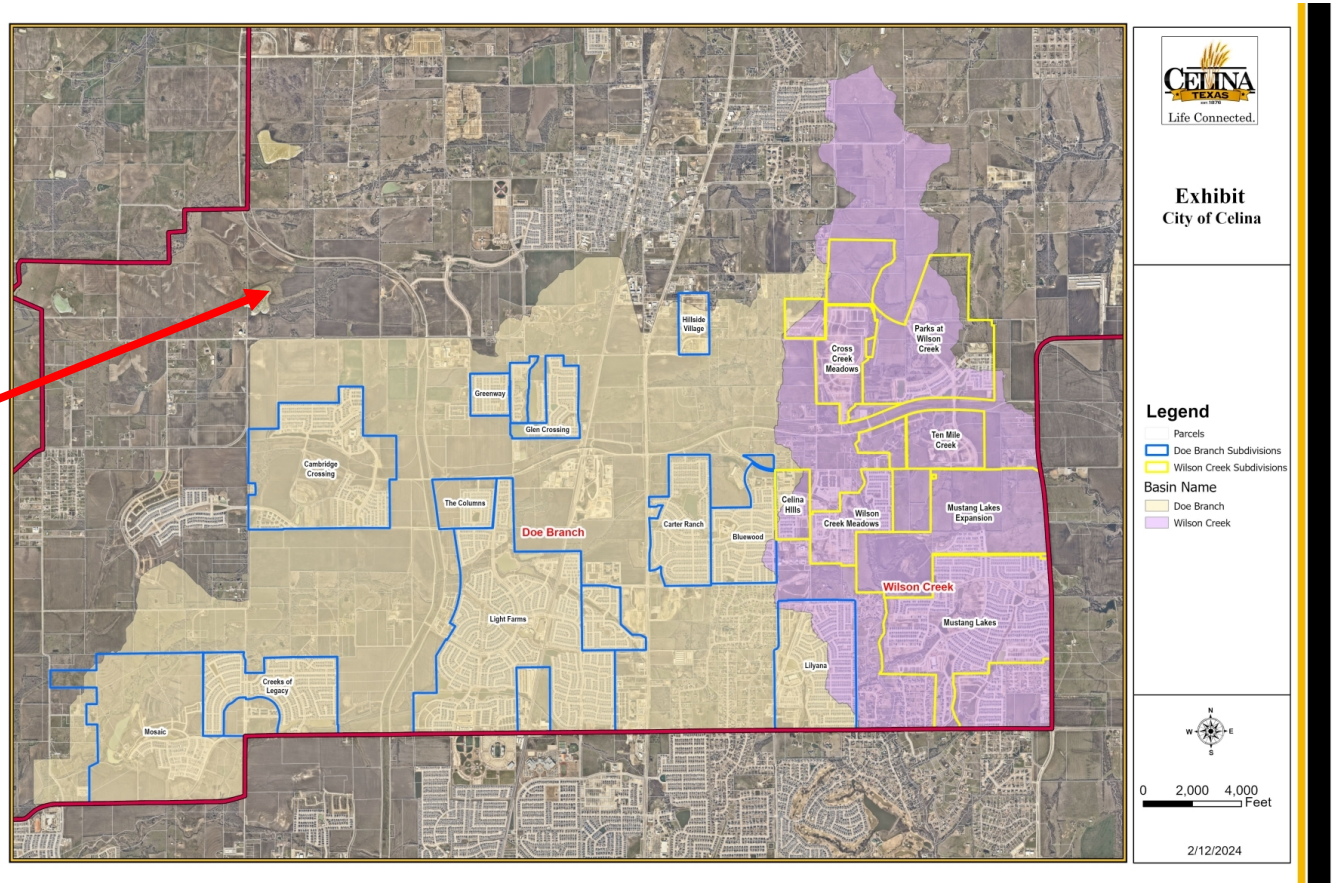
BACKGROUND INFORMATION

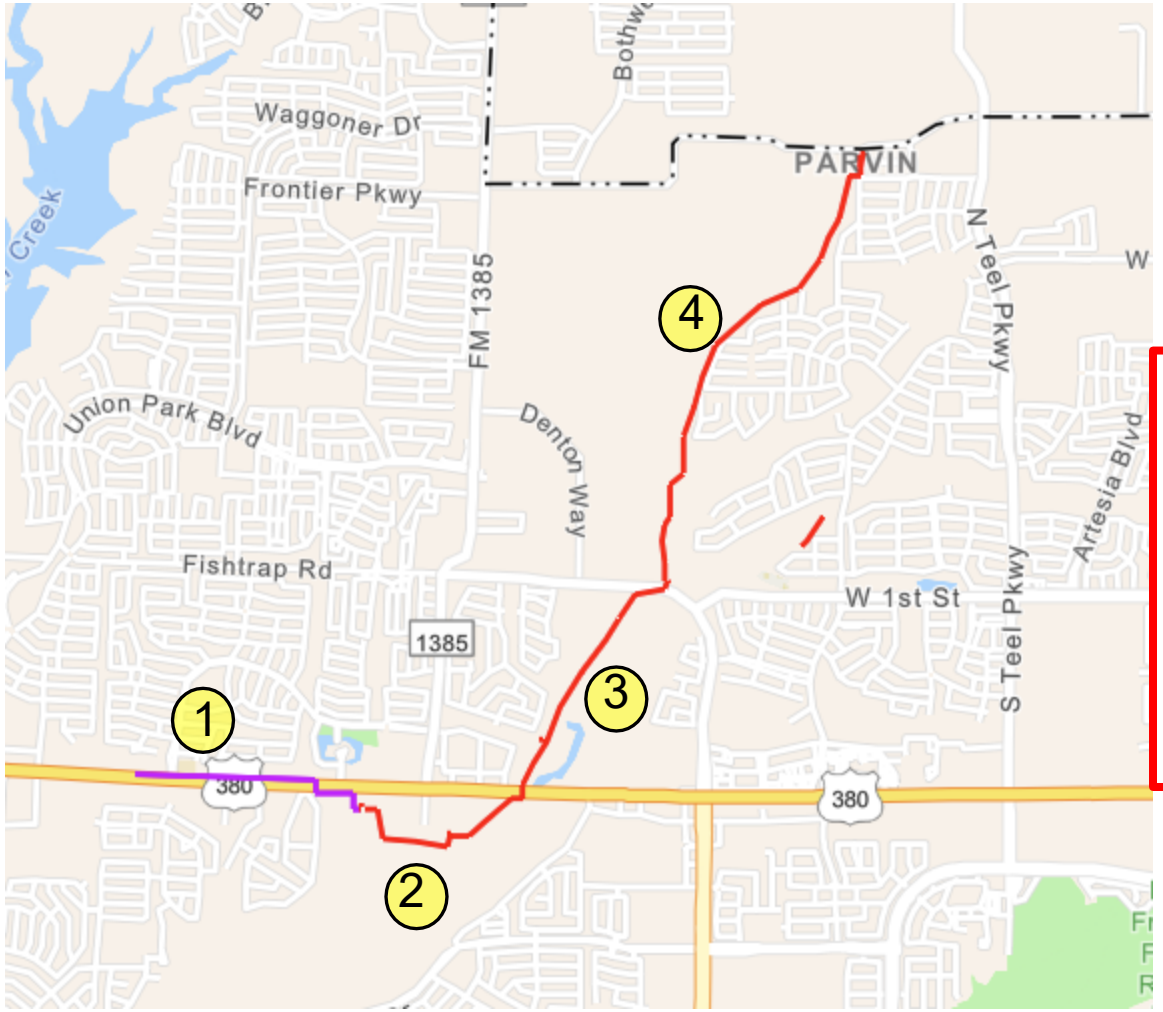
Doe Branch Water Reclamation Plant



Areas Served – Doe Branch & Wilson Creek

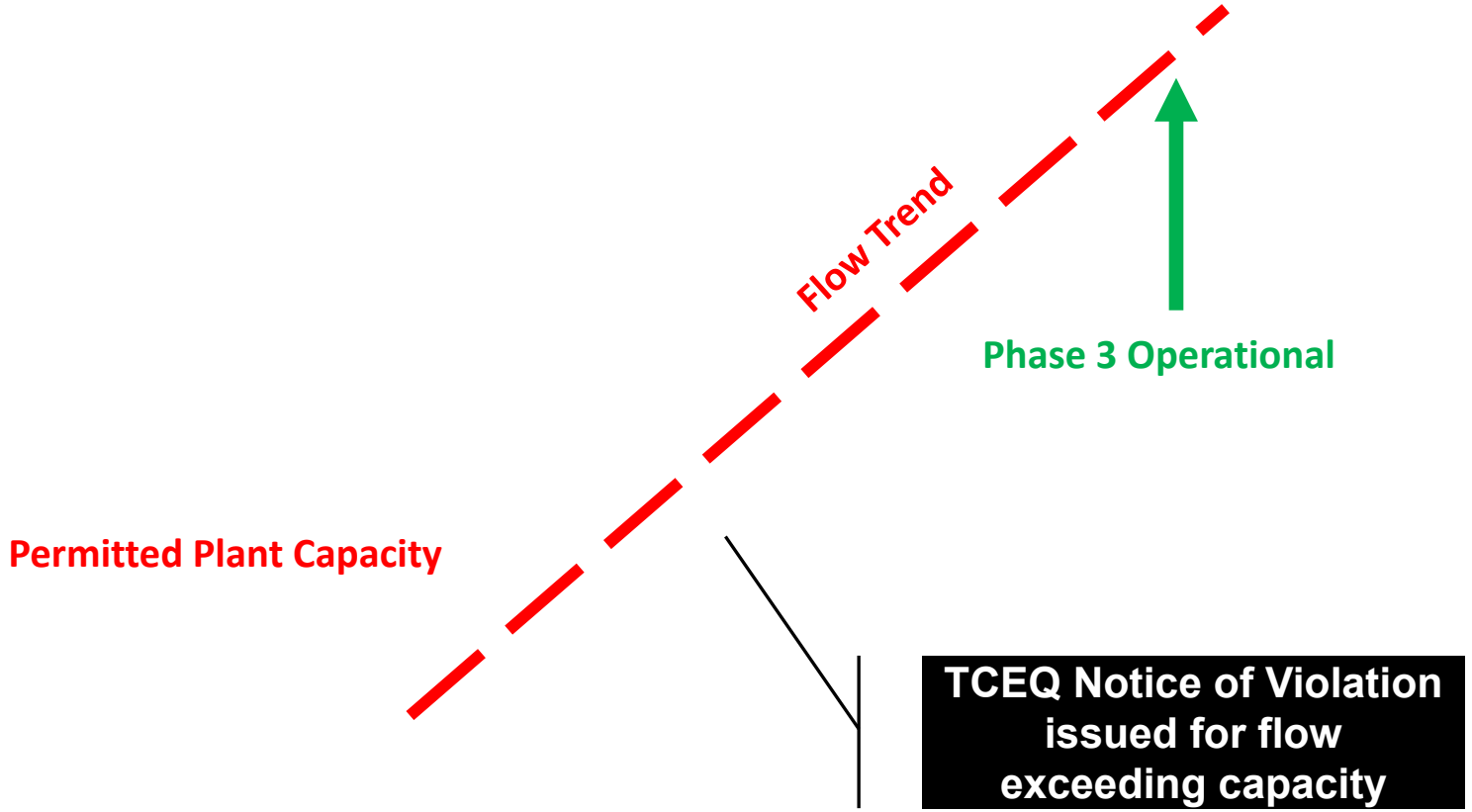




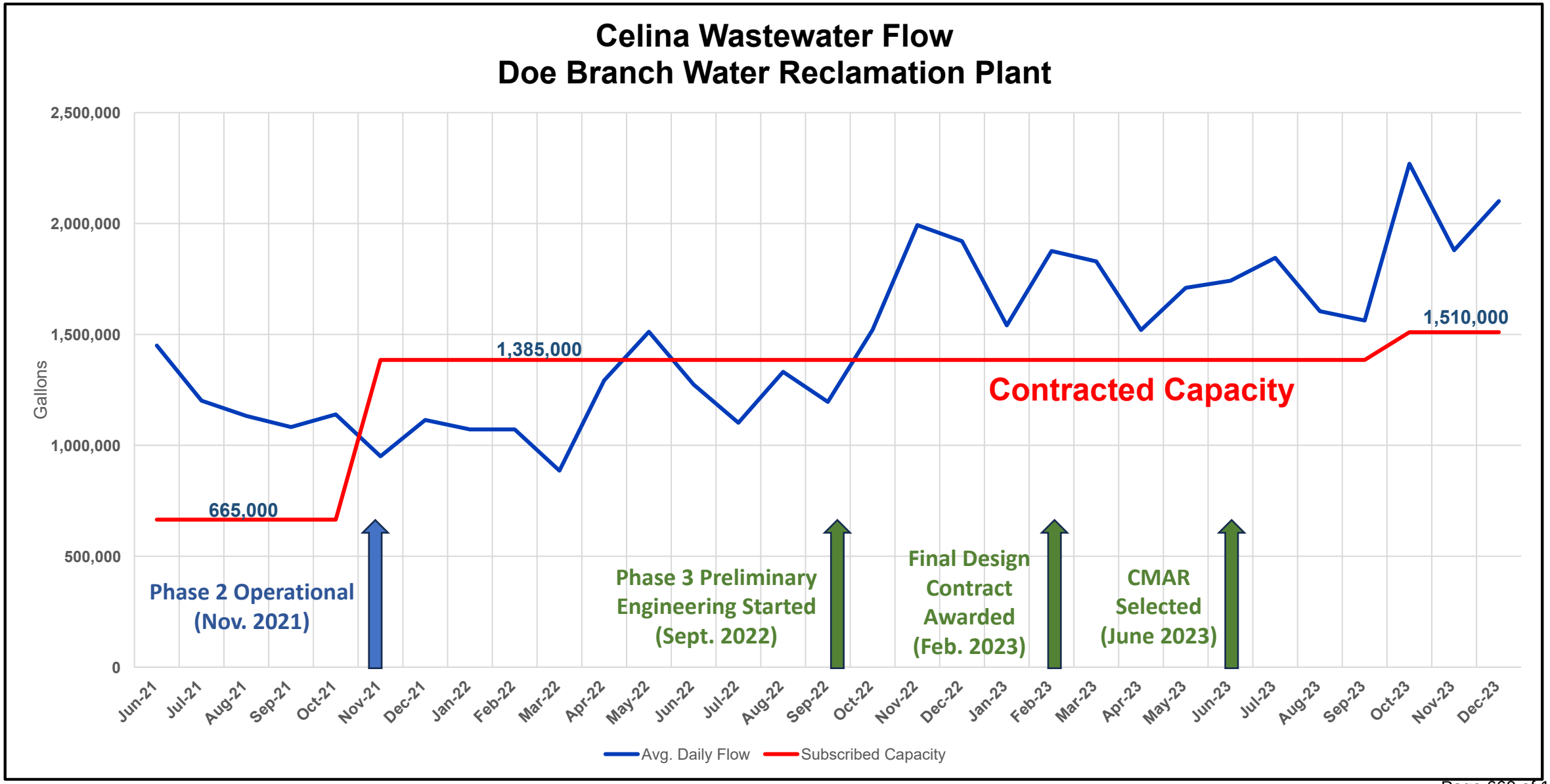


#	Project	$
1	US 380 Relocation	$200k $4.6M total
2	Doe Plant Expansion	$213M (Celina $106.5M)
3	Doe Branch Interceptor US 380 – Fishtrap (~1.46 mi)	~$30M (Celina $15M)
4	Parvin Interceptor Fishtrap to Parvin (~1.9 mi)	Cost TBD Future project

Doe Branch WRP flows & trends



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)
AACE Estimate Class	4	3
Direct costs	$ 74,524,302	$ 136,284,270
Indirect costs	$ 72,237,174	$ 50,162,138
Estimated construction cost	**$ 146,761,476**	**$ 186,446,408**
Engineering & PM	-	$23,446,146
Total Cost (8.0 MGD)	**-**	**$209,892,554**

Notes:

1) OPCC is before design and without plans and specs
2) Based on 30% design plans
3) Does not include the trunk line

UPPER TRINITY
REGIONAL WATER DISTRICT

COST ALLOCATION OF PROJECT

- Single Phase - $213 M
  - Celina – $106.5 M
  - Prosper – $106.5 M

- Trunk Line - $30 M
  - Celina – $15 M
  - Prosper – $15 M

Update Cost Estimate

	Construction ($ Million)	MGD	Design Cost	OH, PM (7%)	Total Projected Project	Cost per Gallon ($/Gal)	Celina Proportional Cost
Single Phase							
8 MGD	$187.69	8	$10.40	$14.91	$213.00	$26.63	$106.50
Trunk Line							
Trunk line	$24.90		$3.00	$2.10	$30.00	$3.75	$15
Total							
Total Cost	$212.59	8	$13.40	$17.01	$243.00	$30.38	$121.50

All Cost in Million Dollars

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 year following each issuance
- 5 years of interest-only payments
  - Provides additional time to grow our rate payer base and finish project

FINAL CONTRACT ELEMENTS

- Increase current subscription to Doe Branch WRF from 1.385 MGD to 5.51 MGD which includes 0.125 MGD of the remaining capacity in existing 4 MGD plant
- Authorize the construction the 8 MGD expansion in one phase which expands the plant from 4 MGD to 12 MGD
- Authorize the construct the pipeline expansion from the Doe Branch WRP to Fishtrap Road
- Authorize mayor to approve a contract amount for the proposed improvements of up to $121,500,000

STAFF RECOMMENDATIONS

Staff recommends approval of the UTRWD contract as presented.

QUESTIONS?

UPPER TRINITY REGIONAL WATER DISTRICT
NORTHEAST REGIONAL WATER RECLAMATION SYSTEM

THIRD AMENDMENT TO
PARTICIPATING MEMBER CONTRACT
WITH
CITY OF CELINA

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

This **THIRD AMENDMENT** (the "Amendment") is made and entered into this _____ day of _____, 2024 ("Effective Date"), by and between **UPPER TRINITY REGIONAL WATER DISTRICT** ("the District"), and **CITY OF CELINA** ("Celina"), to amend the Northeast Regional Water Reclamation System Participating Member Contract dated December 7, 2006, as amended, (the "Contract"), which Contract provides for Celina to participate in the District's Doe Branch Water Reclamation Plant ("Doe Branch Plant") of the Northeast Regional Water Reclamation System (the "System").

WITNESSETH:

WHEREAS, the parties entered into the Contract to provide for Celina's participation in the System for wholesale wastewater treatment services collected by Celina in its service area within and without its corporate boundaries; and

WHEREAS, on December 13, 2007, the parties executed a first amendment to the Contract wherein Celina increased its capacity from 0.20 MGD to 1.0 MGD in the System and Doe Branch Water Reclamation Plant; and

WHEREAS, on August 14, 2018, the parties executed a second amendment to the Contract wherein Celina increased its capacity to 1.385 MGD in the Doe Branch Plant; and

WHEREAS, the District has constructed and is operating the Doe Branch Plant, the capacity of which is currently 4.0 MGD; and

WHEREAS, a portion of the Doe Branch Plant capacity (0.250 MGD) from the prior Phase 2 expansion remains unsubscribed and is being held as Common-To-All capacity for future needs by one or more participants; and

WHEREAS, Celina has requested that the District allocate a portion (0.125 MGD) of the remaining unsubscribed Common-To-All capacity to Celina; and

WHEREAS, continued growth within Celina's service area is causing an increase in its wastewater flow to the Doe Branch Plant and is creating a need for additional wastewater treatment service; and

WHEREAS, to accommodate an expected increase in Wastewater flow and to provide additional capacity desired by Celina and other participants in the Doe Branch Plant, the District is moving forward with plans to increase the treatment capacity of the Doe Branch Plant to 12.0 MGD, an additional 8.0 MGD; and

WHEREAS, the District is also planning to construct a trunk main parallel to the existing Doe Branch Phase 1 trunk main from the Doe Branch Plant to Fishtrap Road to accommodate additional wastewater flow; and

WHEREAS, the expansion of the Doe Branch Plant treatment capacity by an additional 8.0 MGD and the construction of the parallel trunk main shall hereinafter collectively be referred to as the "Project" for the purposes of this Third Amendment; and

WHEREAS, Celina has requested an additional 4.125 MGD (comprised of the portion held in the Phase 2 Common-To-All capacity, and the Project increase) of treatment capacity (a total of 5.51 MGD) to meet its future wastewater needs; and

WHEREAS, the Town of Prosper ("Prosper") is also expected to participate in the Project (Prosper and Celina shall hereinafter be referred to as the "Participants"); and

WHEREAS, funds for the Project are expected to be provided in part by the Participants and in part by issuance of Bonds by the District; and

WHEREAS, to timely meet the wastewater needs of the Participants in the future, the District will notify Celina of the need to move forward with the design and construction of the next expansion when the twelve-month rolling average of the Doe Branch Plant flow reaches seventy-five percent (75%) of the then existing treatment capacity; and

WHEREAS, both parties desire to amend the Contract to increase Celina's capacity in the Doe Branch Plant and to enable the design, funding and construction of the Project according to the provisions of the Contract and this Amendment.

NOW, THEREFORE, the District and Celina, in consideration of the terms, conditions and covenants contained in this Amendment, agree as follows:

Section 1. **Adoption of Preamble.** All the matters stated in the Preamble of this Amendment are true and correct and are hereby incorporated into the body of this Amendment as though fully set forth in their entirely herein.

Section 2. **Definitions.** Capitalized terms not otherwise defined herein shall have the same meanings as those set forth in the Contract.

Section 3. **Increase in Subscribed Capacity.** Exhibit B of the Contract is hereby amended to increase Celina's subscribed capacity in the Doe Branch Plant from 1.385 MGD to 5.51 MGD (an additional 4.125 MGD of capacity).

Section 4. **Remaining Phase 2 Common-To-All Capacity.** Celina desires to subscribe to 0.125 MGD of the Common-To-All Capacity remaining from the Doe Branch Plant Phase 2 expansion. The District issued its Bonds to pay the capital costs associated with said Common-To-All Capacity. For the additional Common-To-All Capacity being subscribed to herein, Celina shall be responsible for paying, as of October 1, 2023, the amount of the annual debt service payment for the additional capacity as part of its Annual Requirement.

Section 5. **Project Construction.**

A. The District intends to pursue the construction of the Project in accordance with a construction manager at risk procurement process, as provided in Subchapter F of Chapter 2267 of the Texas Government Code. Based on such procurement process, the District expects to enter into a contract for guaranteed maximum price for the construction

of the Project, subject to potential changes in the scope of the construction that may be determined by the District to be required for construction of the Project. A preliminary estimate of the Project costs is attached hereto as Exhibit A. The final Project costs will be determined based on bids obtained pursuant to Chapter 2267 of the Texas Government Code. The District agrees to provide a copy of the final guaranteed maximum price submissions for the Project for review at least fifteen (15) days prior to consideration by the District's Board. The projected cost of Celina's portion of the project is approximately $121,500,000 per Exhibit B. The parties recognize that Exhibit B does not include costs of issuance, interest costs, or other variable costs and that the final costs of the Project will be determined through the guaranteed maximum price. If, for any reason, Celina fails to approve the guaranteed maximum price for the Project, the District reserves the right to either terminate the Project or, at the District's sole election, to proceed with the Project exclusive of Celina parallel trunk main without Celina's participation. In the event Celina fails to approve the guaranteed maximum price, Celina must curtail its sewer flows to its current contracted limits within one hundred eighty (180) days. To the extent practicable, the District, at least 30 days prior to approval of any Change Orders, shall provide to Celina such Change Orders which would increase costs above the guaranteed maximum price of the construction contract for the Project.

B. To the extent allowed by law, the District and its successors and assigns shall indemnify and hold harmless Celina, Its officials, employees, officers, representatives and agents (each an "Indemnified Party"), from and against all actions, damages, claims, losses or expense of every type and description to which they may be subjected or put: (i) by reason of, the negligent design, engineering, and/or construction by the District or any architect, engineer, or contractor hired by the District of any of the Project; (ii) the District's nonpayment under contracts between the District and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the provision and/or construction of the Project; (iii) any claims of persons employed by the District or its agents to construct the Project; or (iv) any claims and suits of third parties, including but not limited to District's respective partners, officers, directors, employees, representatives, agents, successors, assignees, vendors, grantees, and/or trustees, regarding or related to the Project or any agreement or responsibility regarding the Project, including claims and causes of action which may arise out of the partial negligence of an Indemnified Party (the "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 sole negligence of any Indemnified Party. District is expressly required to defend City against all such Claims, and City is required to reasonably cooperate and assist District in providing such defense. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth herein.

C. When the twelve-month rolling average of the Doe Branch Plant flow reaches seventy-five percent (75%) of the 12.0 MGD treatment capacity, the District will notify the Participants in writing of the need to move forward with design and construction of the next expansion. Upon receipt of notice from the District, Celina will review its current and future wastewater needs; and, will subscribe to additional capacity it will need within one hundred eighty (180) days of receipt of said notice.

Section 6. Project Capital Costs.

In general, the capital cost for the Project shall be allocated amongst the Participants according to their respective subscribed capacities and use, and in conformance with the Contract, as amended. Funding for the Project is expected to be provided in part by the Participants and in part by the issuance of District bonds. Upon request by Celina, the District shall make available all bids, contracts, receipts, invoices, and such other records Celina may deem necessary to verify the Project costs. Plans, specifications, and contract documents for the Project shall clearly identify and itemize all facilities to be constructed to allow the associated costs, expenses, and fees to be reasonably estimated and determined. The District shall comply with any and all laws for the design, construction, and procurement of services for the Project.

A. Celina has requested the District issue bonds to pay for its share of the costs for the Project. Celina hereby agrees to pay as part of its Annual Requirement a pro rata share of the capital costs associated with the Project, including annual debt service payments and other costs (both fixed and variable costs) associated with the Project. The District will use its best efforts to issue its Bonds and to arrange for other financing as necessary to provide for the capital costs to design, construct and manage the Project generally as provided in Exhibit B. The parties recognize that Exhibit B does not include costs of issuance, interest costs, or other variable costs and that the final costs of the Project will be determined through the guaranteed maximum price.

B. Upon completion of construction and when the Project is in operation, the District will prepare and provide Celina with an accounting of all applicable Project costs and will conduct a settle-up for said costs.

C. A portion of the capacity made available in the Project may be unsubscribed by the Participants, such excess capacity will be considered Common-To-All capacity to be shared on a pro rata basis by the Participants. The District may issue Bonds or other financial assistance to pay the capital costs associated with the Common-To-All capacity, if any. The Participants, including Celina, shall be responsible for paying a pro rata share of the annual debt service payments and other appropriate costs for the Common-To-All capacity according to their respective contracts and in proportion to their respective subscribed capacities. A settle-up of capacity and costs will be made (accordingly, with reimbursement or credit as warranted and appropriate) when any potentially benefitting party desires to subscribe to any of the Common-To-All capacity in the future.

D. The Parties agree that Celina has not created a sinking fund for the costs set forth in this Agreement, and therefore, all payments in fiscal years after the fiscal year in which this Amendment is executed, are subject to appropriation in Celina's budget for such costs.

Section 7. Contract Provisions. All other provisions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Amendment to be fully executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Effective Date of this Amendment.

UPPER TRINITY REGIONAL WATER DISTRICT

By: _____
Clay M. Riggs, President, Board of Directors

ATTEST:

_____
Allen L. McCracken, II, Secretary, Board of Directors

(DISTRICT SEAL)

APPROVED AS TO FORM:

_____
Matthew Boyle, Counsel for the District

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

(CITY OF CELINA SEAL)

EXHIBIT A

Preliminary Project Cost Estimates

Doe Branch Plant Expansion (to 12 MGD)*	
Design	$10,394,898
Construction	$186,446,408
Project Management	$13,051,248
Total	$209,892,554

Parallel Doe Branch Phase 1 Trunk Main*	
Design	$1,115,655
Construction	$29,300,000
Project Management	$2,051,000
Total	$32,506,655

* These are preliminary Project cost estimates. Final costs will be determined based on bids obtained pursuant to Chapter 2267 of the Texas Government Code. Upon completion of construction and when the Project is in operation, the District will prepare and provide an accounting of all applicable Project costs and will conduct a settle-up of said costs including but not limited to cost of issuance, interest costs, and other fixed and variable costs.

EXHIBIT B

Preliminary Debt Issuance Schedule

Doe Branch Water Reclamation Facility

Debt Series	Amount (in million $)	Issue Date	End
2024	27	6/2024	2054
2025	30	6/2025	2055
2026	23.975	6/2026	2056
2027	23.975	6/2027	2057

Doe Branch Trunk Line

Debt Series	Amount (in million $)	Issue Date	End
2025	6	6/2025	2055
2026	9	6/2026	2056

*Preliminary debt issuance schedule assumes a 5-year interest only

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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:	April 9, 2024
Re:	Board and Commission Attendance Policy

Action Requested:
Consider and act upon removal and replacement of board and commission members in non-conformance with the attendance section of the Boards and Commissions Policy. (Satarino)

Background Information:
As a follow-up to the discussion of the Boards and Commission Policy at the February 13, 2024 City Council meeting, Councilmember Ferguson requested that board and commission attendance policy be discussed at the April 9th City Council meeting. Below is an overview of the policy as it relates to attendance and non-conforming members from 2023.

Current Policy Requirements
The current Boards and Commissions Policy (Policy), approved in March 2020, states the following regarding attendance requirements:

Board and commission members should attend a minimum of 75% of the regularly scheduled meetings each calendar year. Absence from 3 straight regular meetings results in the automatic resignation of the member. Members of boards and commissions that meet irregularly or infrequently shall have their attendance reviewed at time of reappointment. Good faith attendance is expected in all circumstances.

The Policy attendance requirements are based on a calendar year as opposed to a rolling 12-month timeframe. Additionally, there is clarity that if a member misses 3 straight regular meetings, they are automatically removed from the board or commission. There is less clarity regarding members that miss 75% of regularly scheduled meetings. The Policy states that members should attend 75% of meetings, not that members shall attend 75% of meetings. The Policy further states that,

"Members of boards and commissions that meet irregularly or infrequently shall have their attendance reviewed at time of reappointment". The Policy does not define what "irregularly or infrequently" means, and it also indicates that at least for some boards and commissions, the 75% attendance policy is reviewed at the time of reappointment as opposed to regularly throughout a members' term.

It should also be noted that members of boards and commissions serve at the will of Council and can be removed for any reason at any time.

Attendance Report
Following the discussion regarding board and commission attendance at the February Council meeting, staff liaisons spoke to the various board and commission members regarding the importance of complying with the attendance policy, as well as the consequences of non-compliance with the attendance policy.

In review of 2023 attendance, there were 2 members that missed 3 straight regular meetings. Both members have since resigned from their respective boards.
•1 member – Special Events Advisory Committee
•1 member – Library Board

In review of 2023 attendance, there were 13 members that were non-compliant with the 75% attendance policy.
• 4 members –Arts & Culture Board (1 no longer on board)
• 1 member – Downtown Commission (no longer on board)
• 1 member – Keep Celina Beautiful
• 2 members – Parks & Recreation/CDC
• 3 members – Planning & Zoning
• 2 members – Special Events Advisory Committee (1 no longer on board)

Policy on Filling Vacancies
The Boards and Commissions Policy states that applications are valid for a 12-month period (last application period, July 2023). When a vacancy occurs, Council has the option (not obligation) to choose from these applicants to fill board and commission seats. Should Council choose to remove non-conforming members for attendance, or any other reason, Council would need to appoint new members from the applicant list or make other appointment decisions to fill the vacancies. Staff has verified that there are enough applicants to fill the vacancies. However, staff does not know the current eligibility, availability or interest of the applicants. Staff will provide handouts containing the board and commission members that are non-conforming and applicants that applied summer of 2023.

Moving Forward
Over the past few Council meetings, including the Council retreat, staff has been directed to bring back potential charter revisions, proposed revisions to the Governance Policy (inclusive of the Boards and Commissions Policy), and proposals for the creation of an ethics policy. Potential charter revisions were discussed at the March 26 Council meeting, and they will be discussed again as a worksession item at the April 9 Council meeting. Additionally, staff have been working on the Governance Policy updates, as well as the ethics policy proposals. Based on the conversation at the March 26 Council meeting, staff will hold the Governance Policy revisions to ensure any revisions are consistent with potential changes to the Charter. However, staff will bring

forward proposals for a potential ethics policy as a worksession item at a future Council meeting. Additionally, staff recommends moving forward with evaluating and updating the boards and commissions policy separate from the governance policy to provide updates and clarifications as soon as possible.

Legal Review:
The City Attorney has not been consulted at this time.

Supporting Documents:
1. Board and Commission Attendance - 2024
2. Boards and Commissions Membership Policy_modified

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:
Staff is seeking Council direction regarding removing any current members of boards and commissions. Staff also recommends evaluating and updating the Boards and Commissions Policy as stated above.

Boards and Commissions Attendance



POLICY

Boards & Commissions Membership Policy (Approved March 2020)

*"**Attendance**. Board and commission members should attend a minimum of 75% of the regularly scheduled meetings each calendar year. Absence from 3 straight regular meetings results in the automatic resignation of the member. Members of boards and commissions that meet irregularly or infrequently shall have their attendance reviewed at time of reappointment. Good faith attendance is expected in all circumstances."*

POLICY ANALYSIS

Board and commission members **should** attend a minimum of 75% of the regularly scheduled meetings **each calendar year**.

Absence from **3 straight** regular meetings results in the automatic resignation of the member.

Members of boards and commissions that meet **irregularly** or **infrequently** shall have their attendance reviewed **at time of reappointment**

- Language is vague
- Irregularly and infrequently is not defined

Staff has reiterated to all boards and commissions the importance of complying with the attendance policy.

2023 ATTENDANCE REPORT

Absence from **3 straight** regular meetings results in the automatic resignation of the member.

In review of **2023** attendance, there were **2 members** that missed 3 straight regular meetings.

- 1 member – Special Events Advisory Committee
- 1 member – Library Board

These members are no longer on the respective boards.

2023 ATTENDANCE REPORT

Board and commission members **should** attend a minimum of 75% of the regularly scheduled meetings each calendar year.

In review of **2023** attendance, there were **13 members** that were non-compliant with the 75% attendance policy.

- 4 members –Arts & Culture Board (1 no longer on board)
- 1 member – Downtown Commission (no longer on board)
- 1 member – Keep Celina Beautiful
- 2 members – Parks & Recreation/CDC
- 3 members – Planning & Zoning
- 2 members – Special Events Advisory Committee (1 no longer on board)

2024 ATTENDANCE REPORT

All board and commission members are compliant with attendance requirements.

PROCEDURE FOR FILLING VACANCIES

The Boards and Commissions Policy states that applications are valid for a 12-month period (last application period, July 2023).

When a vacancy occurs, Council has the option (not obligation) to choose from these applicants to fill seats

Should Council choose to remove non-conforming members for attendance, Council would need to appoint new members from the applicant list or make other appointment decisions to fill the vacancies.

Staff has verified that there are enough applicants to fill the vacancies; however, does not know the current eligibility, availability or interest of the applicants.

MOVING FORWARD

Staff has been directed to review several documents pertaining to Boards and Commissions:

- Charter revisions;
- Governance policy (inclusive of the boards and commissions policy); and
- Ethics policy

Staff will hold on the Governance Policy to ensure revisions are consistent with potential changes to the Charter

Staff will bring forward proposals for an ethics policy at a future Council meeting

Staff recommends Boards and Commissions Policy be updated separately from Governance Policy to expedite.

COUNCIL ACTION

Consider and act upon removal and replacement of board and commission members in non-conformance with the attendance section of the Boards and Commissions Policy.

QUESTIONS?

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Boards & Commissions

Membership Appointment Policy (*Approved March 2020*)

Benediction

The City Council is excited about citizens serving as members of a board or commission in the City of Celina. As an interested citizen and/or community leader, you can provide an invaluable service to the City through your membership and participation. Board and commission members volunteer for many hours annually to help the city grow, by sharing their time and expertise, and learning more about the City through their membership. Boards and commissions are established to offer citizens an extraordinary opportunity to participate in the City's governmental affairs and influence public policy in various areas. Celina has several boards, commissions, and committees that endeavor to reflect the varied interests of our citizenry, including such subjects as parks, planning, libraries, transportation, zoning, public art, downtown, and historic preservation.

Structural Overview

Some of the City's boards and commissions are "quasi-official", such as the Board of Adjustment and Planning & Zoning Commission, being required and established by state statute. Others result from provisions of the City Charter or from local ordinances, and are only advisory in nature, as no authority exists to establish policy independent of City Council. However, all boards and commissions add value by helping influence some aspect of City government and by making recommendations on a wide range of topics that eventually come before the City Council.

Boards and commissions are established to work with and through the City staff to develop policies, procedures, and long range planning of projects that will affect that area of interest. The City has a variety of advisory boards and committees, some of which are standing boards and committees (that remain in existence year round) and some of which are *ad-hoc* boards and committees (which are created on an as-needed basis and which expire once the assigned work has been completed).

The Planning & Zoning Commission and Parks Board serve 3 year terms, and other boards and commissions serve 2 year terms. There are no term limits, as the City Council retains the authority to remove members as it deems appropriate.

Member Expectations

Members of the City's boards and commissions are governed by local and state guidelines and regulations that affect all boards and commissions, including but not limited to the state's laws governing Open Meetings, Open Records, Nepotism, and Conflicts of Interest. Moreover, members of City boards and commissions are expected to conduct themselves, both on and off of the dais, so as to give no occasions for distrust or raise questions of integrity or professionalism.

Members of the City's boards and commissions are also called to be advocates of the City's adopted Strategic Plan and all other applicable long-range planning polices and documents. Since members serve at the "will and pleasure" of the City Council, a demonstrable commitment to the long-range goals of the City is expected.

Eligibility

The following minimum qualifications apply to all prospective applicants seeking appointment to a board or commission:

- *Residency.* Applicants shall be a resident of the City prior to appointment to a board or commission, except where provided by State law, or where a vested interest in the well-being of the community otherwise qualifies the applicant, such as property or business owners, operators, managers, and partners pursuing appointment to the Main Street Board; or as provided by the City Charter for the Parks Board.
- *Service Limitations.* Board and commission members cannot serve concurrently on more than one board or commission. Exemptions include temporary and special purpose ad-hoc committees, allowances by State law, and City Council liaisons.
- *Attendance.* Board and commission members should attend a minimum of 75% of the regularly scheduled meetings each calendar year. Absence from 3 straight regular meetings results in the automatic resignation of the member. Members of boards and commissions that meet irregularly or infrequently shall have their attendance reviewed at time of reappointment. Good faith attendance is expected in all circumstances.
- *Relevancy.* Applicants should show some degree of qualification or special interest for participation on the board or commission for which they have applied, although this is not a requirement.
- *Ex-Officio.* The City Manager, or designee, shall be considered a permanent ex-officio member of all boards and commissions, but does not possess voting privileges unless otherwise authorized by State or local law, and may attend all executive session meetings.
- *Nepotism.* Applicants to sovereign boards or commissions may not be related, within the first two degrees, to an existing board member of the same board or commission.
- *Opposition.* Applicants should not be in arrears to the City for bills or taxes either at time of application or during term of service. Applicants should not be adverse parties to (nor employees of nor business associates of an adverse party with) pending litigation or a claim against the City or a City employee.
- *Removal.* The City Council may discretionarily remove any board or commission member at any time, with or without cause, including for, but not limited to, failure to adhere to attendance regulations, residency, or improper conduct unbefitting an appointed official of the City.

Appointment Process

Application forms for all boards, commissions, committees, and task forces can be accessed through the City's website or by contacting the City Secretary's office. Applications are considered current for twelve (12) months after their original submittal, after which the application will not be considered eligible for appointment. After twelve (12) months the applicant will need to submit a new application to be considered for future appointment to a board or commission.

For those citizens who are considering appointment to a board or commission, it is recommended that they contact the City Secretary to receive information on the approximate time commitment required, as well as the meeting times and places. The City may establish an interview process or other vetting procedures for applicants.

Onboarding

Members of boards and commissions are expected to attend all formal and informal orientation offerings by the City and its support staff. Some boards and commissions receive specialized training and perform oaths of office. A commitment to participate in a citizen's government or leadership academy is strongly encouraged within two (2) years of appointment. Graduating participants of any such academy may be given higher consideration at time of appointment. Existing incumbent members are exempt from said requirements.

Meeting Management

Boards and Commissions may establish by-laws, whether formal or informal, and are expected to abide by all applicable state and local regulations. By-laws, whether existing or new, shall not supersede this policy.

Boards and commissions shall only meet on an as-needed basis when legitimate business is needed to be discussed or acted upon, or when State or local law requires. When a lack of business occurs, the meeting of a board or commission shall not be scheduled. Meetings are not required to be "cancelled".

City support staff serve as advisors and liaisons to boards and commissions and can provide research and administrative services; however, support staff shall not be tasked nor assigned work by board and commission members, as no authority exists to assign work to city staff. City support staff is responsible for the coordination, set-up, and compliant posting of all meetings, agendas, and minutes.

Salutation

The City Council thanks you for your interest in serving Celina and encourages you to continue to be involved with the community whether appointed at this time or not. Boards and commissions examine many of the vital issues that face our City, so you are encouraged to engage and become a part of the solution. You have an opportunity to help maintain and improve the quality of life that we desire in 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:	April 9, 2024
Re:	Neighborhood Vision Book Updates RES 2024-22R

Action Requested:
Consider and act on Resolution No. 2024-22R revising the Neighborhood Vision Book. (Neighborhood Vision Book Updates) (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. The proposed updates remove conflicting language, reflect updates to other City codes and regulations, clarify internal policies, clean-up typos, and improve the overall quality of guidance to developers.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Proposed Redline
3. RES 2024-22R Neighborhood Vision

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

NEIGHBORHOOD VISION BOOK

REVISION

City Council
April 9, 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

REVISIONS

- Remove redundant or conflicting language
  - The maximum mews length changed from 600' to 500' to match the Subdivision Ordinance
- Reflect updates to other City codes and regulations
  - Regulations for divided entries synchronized with Engineering Standards
- Clarify internal policies
  - Perimeter masonry walls will "wrap" the entrance into a neighborhood
- Clean-up typos, grammar, and formatting
  - Remove misplaced detention/retention standards
- Improve the overall quality of guidance to developers
  - Provided more pictures

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at the regular meeting in March
- Staff recommends approval as presented

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

DRAFT

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)

DRAFT

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

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

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 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.

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 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.

DRAFT



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.~~



Curvilinear Grid



Linear Grid

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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

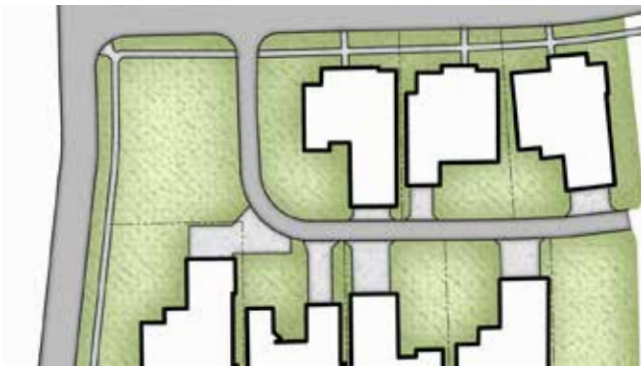
ALLEYS

- 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

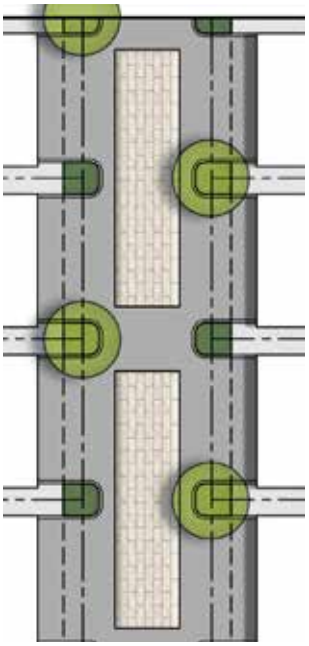


Mews Street Striping

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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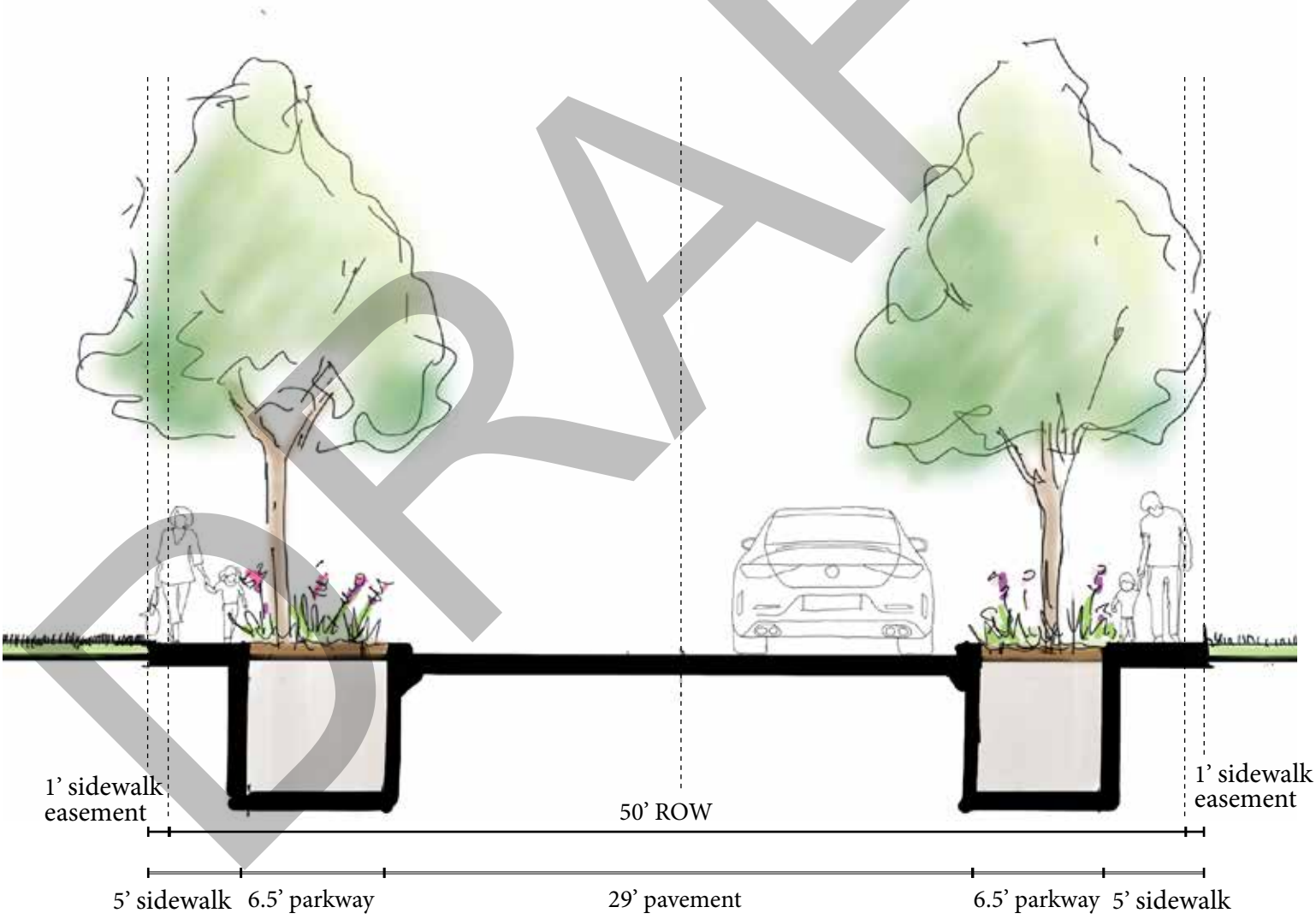
PLANTING TREES ON THE LOT

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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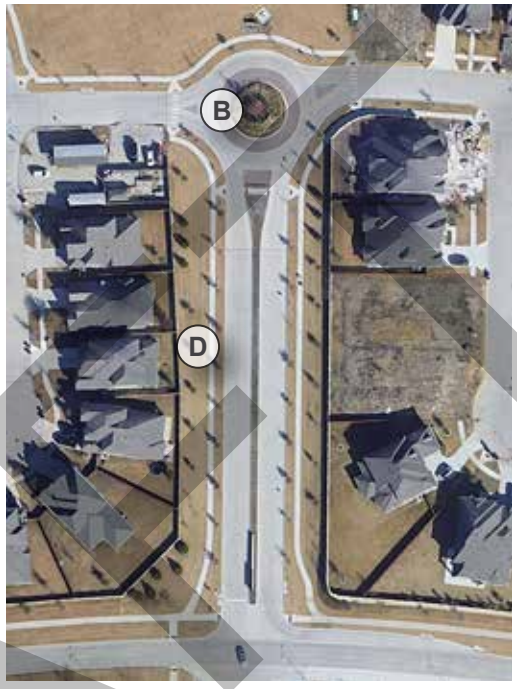
Divided boulevard



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



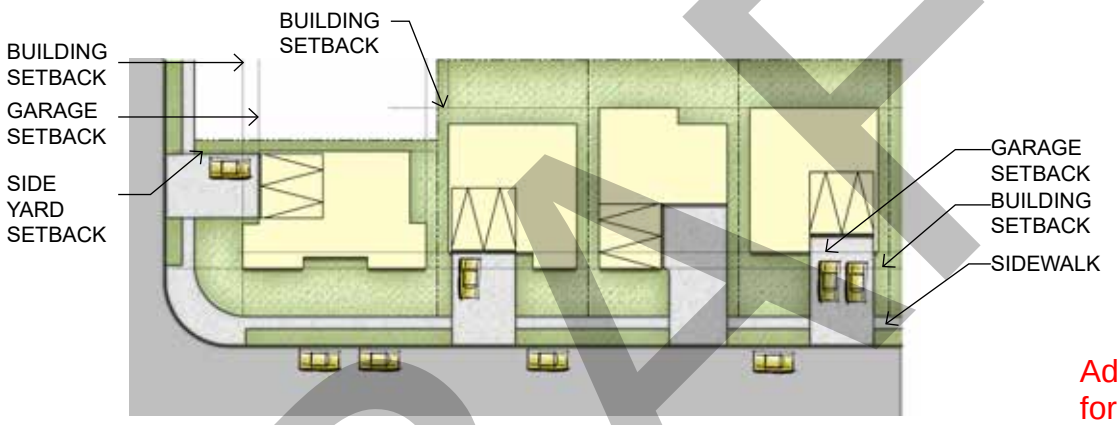
GOOD - consistency in material

DRAFT

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.

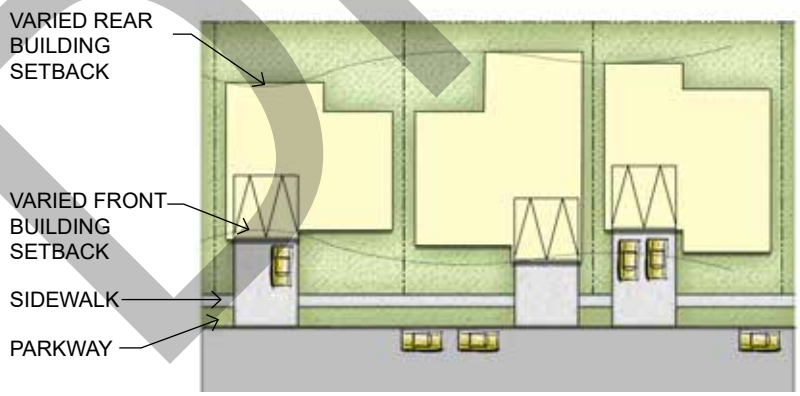
1. Minimum front yard set backs for single family homes shall follow~~ing~~ the zoning code unless otherwise stated.
   - ~~Patio homes and/or zero lot line products shall have a minimum front yard setback of 10' and 7' for town homes~~.
2. Encroachments such as stoops, awnings or balconies above are 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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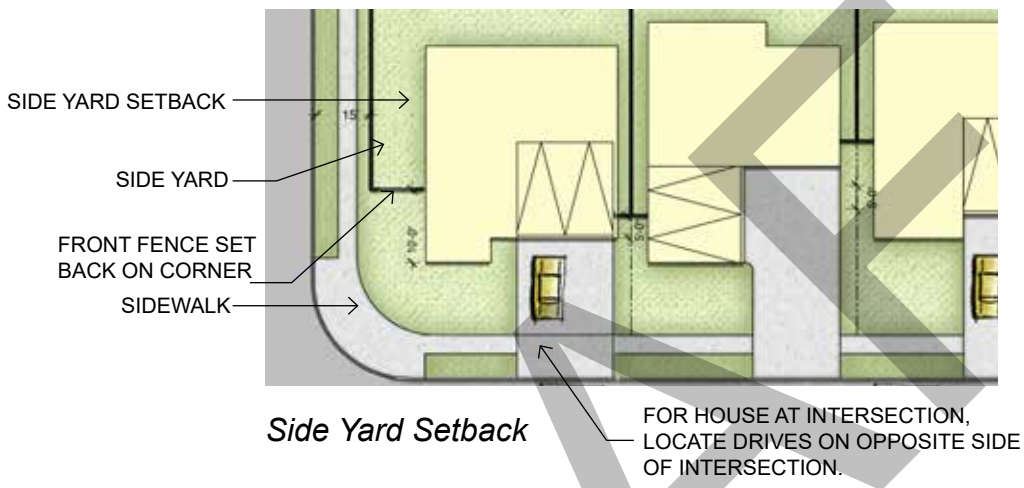
4. Side yard set back / design adjacent to streets
   - A 15’ side yard set back measured from the back of curb shall be provided on corner lots adjacent to streets.
5. Driveways for corner lots shall be located on the opposite side of the house from the adjacent intersection. Suburban lots shall provide 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 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.~~ board-on-board,

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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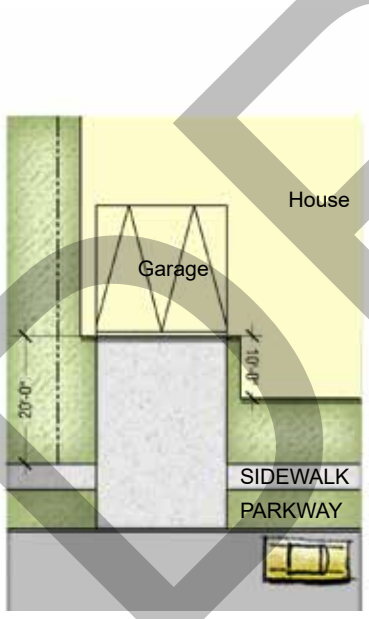
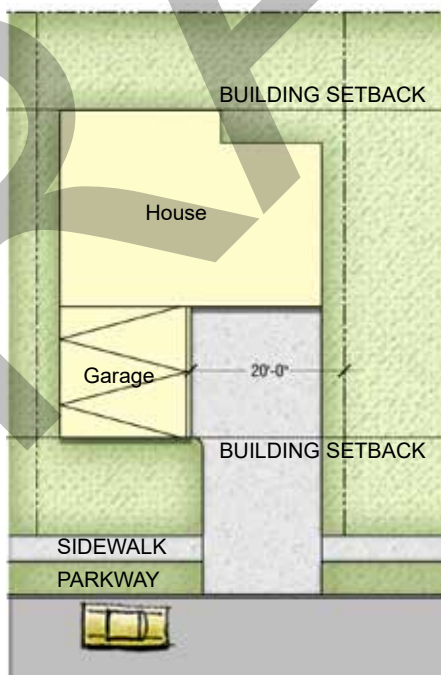
6. Garage setbacks
   - For front loaded garages a minimum setback of 20’ shall be maintained between the garage door and a public right-of-way.
   - Front loaded garages shall not comprise more than 50% of the front building elevation.
   - Front loaded garages may extend up to a maximum of 8’ beyond 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.

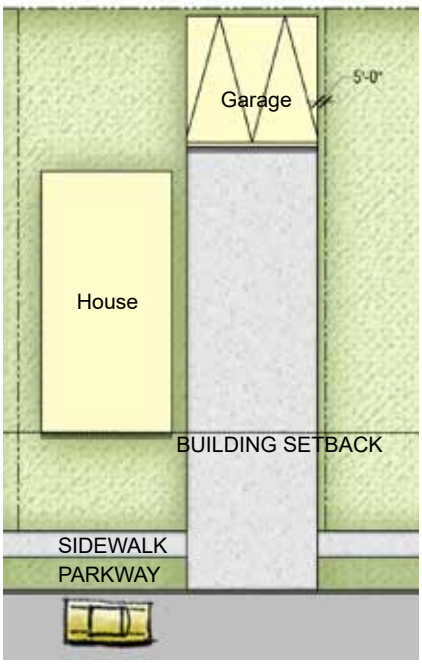
+ Mention no snout garages & that width of driveway shall match width of garage door



Garage Door Diagram



“J” Drive Diagram



Garage in Back Diagram

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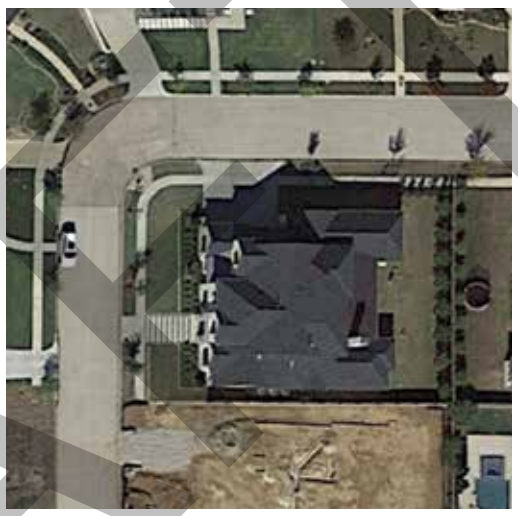
- Garages loaded from a side street may align with building set back on side street as long as a minimum setback of 20’ is maintained between the garage door and public R.O.W. or a J-Swing garage entry is utilized.
- For Rear loaded garage set backs refer to the Alleys sectiion of this document.

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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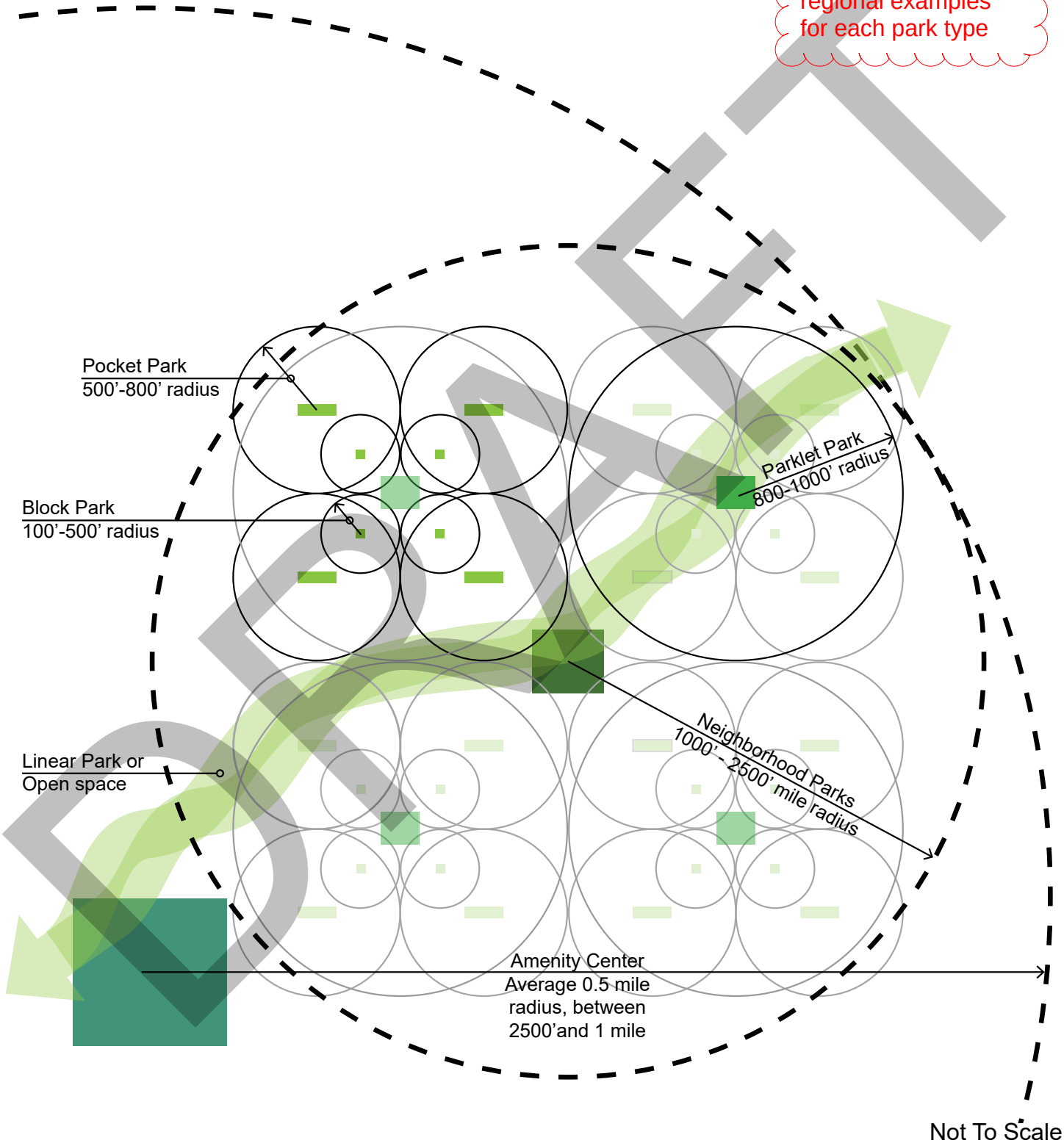
OPENSPACE TYPOLOGY DIAGRAM

Add photos of local & regional examples for each park type



* Circulation and capture zones shall not cross major thoroughfares.

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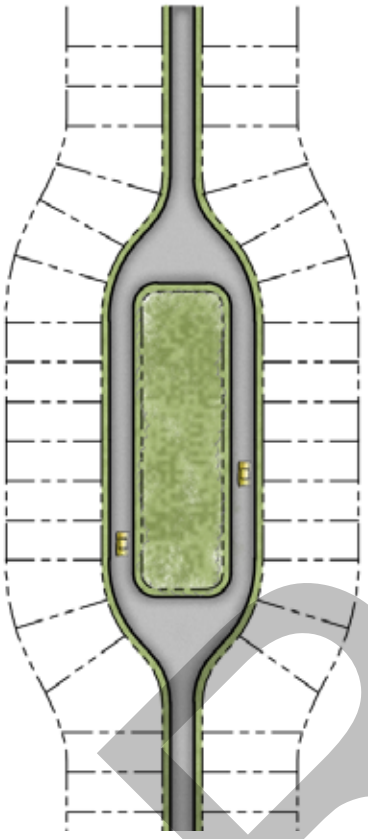
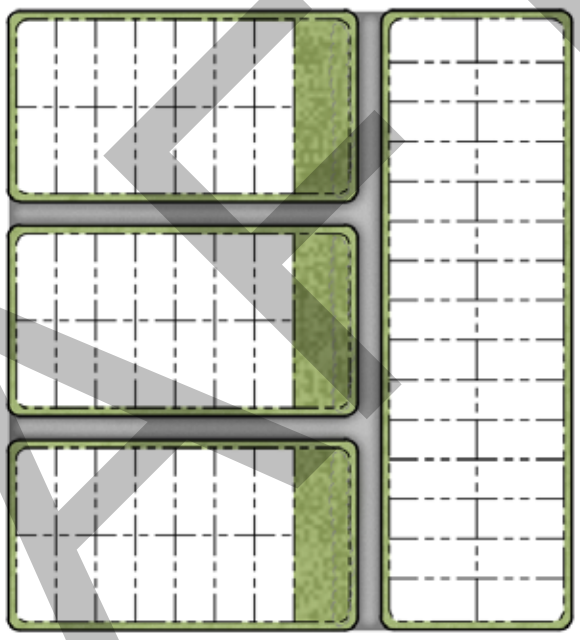
Detached “left-over” areas of space that do not fall into one of the following categories and/or do not provide connection from one point to another shall not be considered in the open space calculation. Minimum size of open space is defined by the open space type.



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

DRAFT

OPEN SPACE TYPES

BLOCK PARK - END CAP

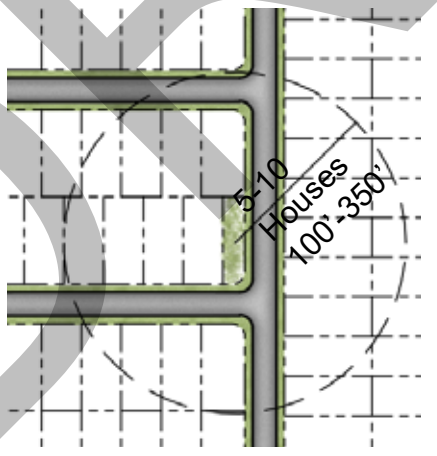


Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk

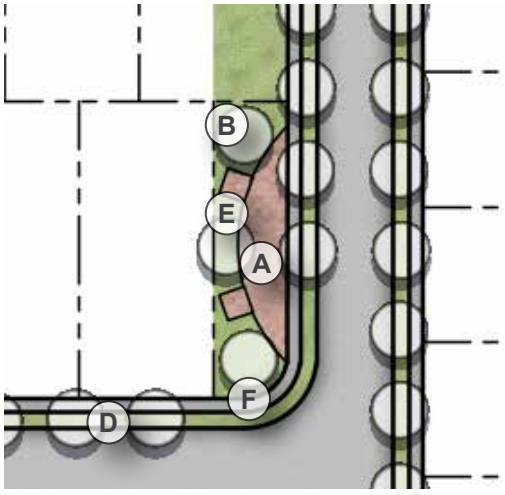
Size: 350 SF minimum
Capture Radius: Central to and walkable for the surrounding 5-10 houses.
# of Users: 5 - 10
Minimum Size Requirements: 15' width at entry point, area shall be contiguous and calculation may include area that is less than 15' wide but contiguous with the block park space.
Mandatory 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:

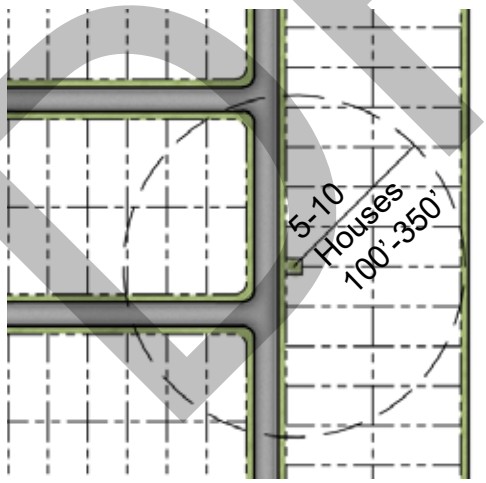
- Seating - may be stationary or movable.
- Shade - may be trees or built structure.
- Pathways - may be material other than concrete, asphalt or pavers, shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide.

Additional Elements: Select 2

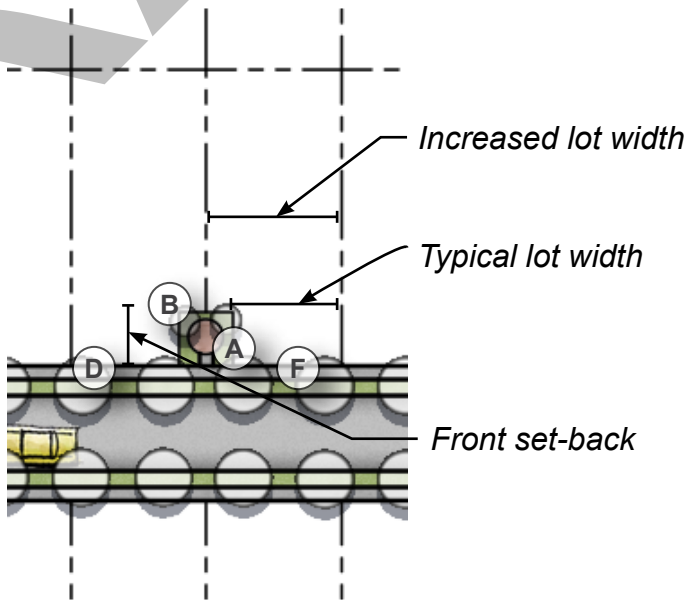
- Community garden plots.
- Community mail boxes - mail box locations shall be shown on the submitted lighting location plan.

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

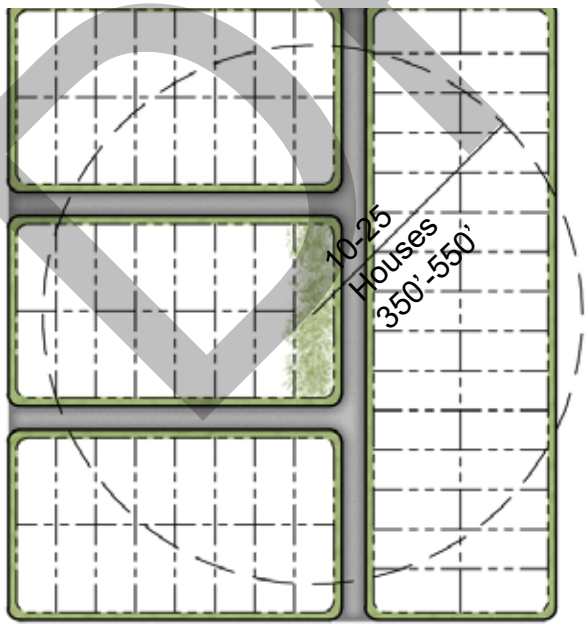
Size: 0.1 - 0.25 Acres
Capture Radius: Walkable for the surrounding 25 houses. May be a lot leave out or trail head to a larger system. May be a plaza for more dense urban products.
# of Users: 10 - 25
Minimum Size Requirements: 2,500 SF min., 20' width at entry point, area must be contiguous and calculation 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.

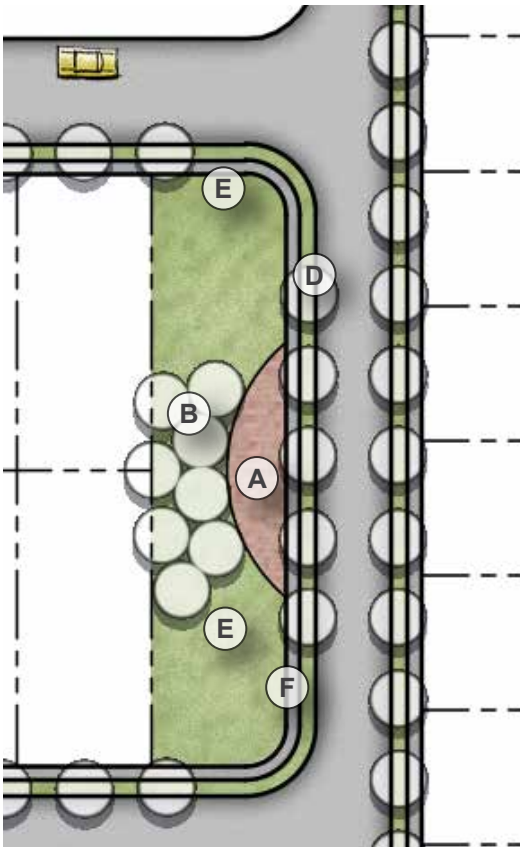
Additional Elements: Select 2

- 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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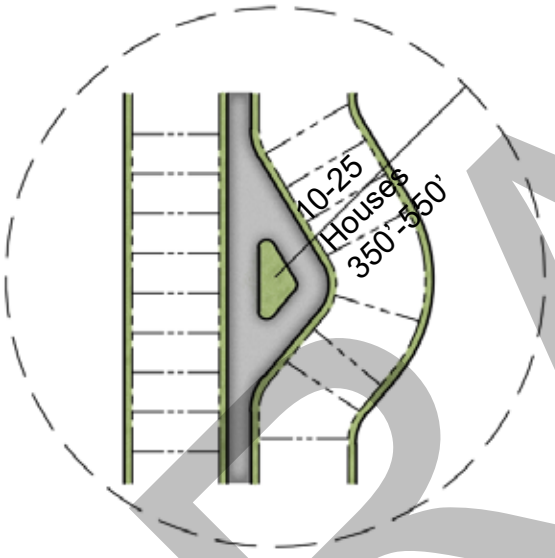
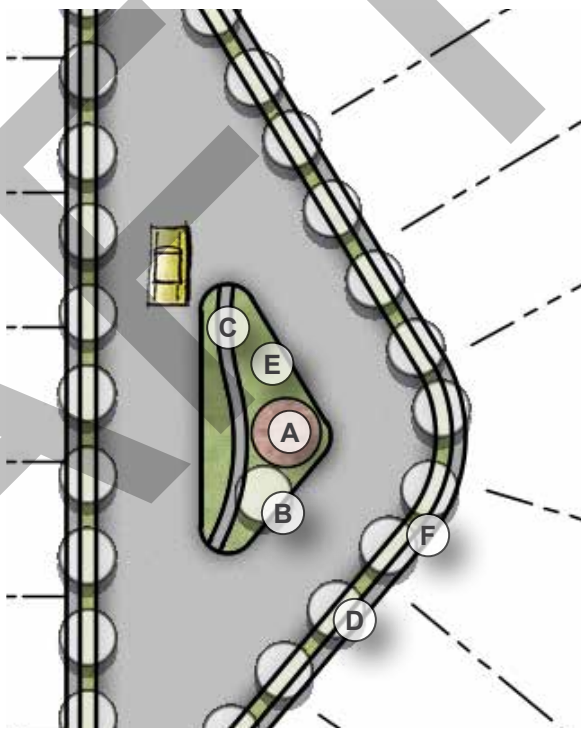
POCKET PARK

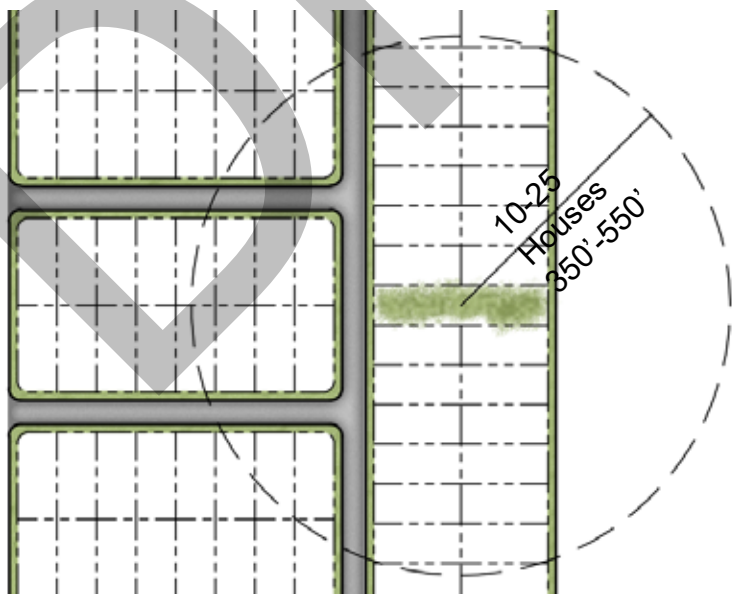
Legend:
- Ⓐ Seating Area
- Ⓑ Canopy Trees
- Ⓒ Pathway
- Ⓓ Parkway Trees
- Ⓔ Lawn
- Ⓕ Neighborhood Sidewalk



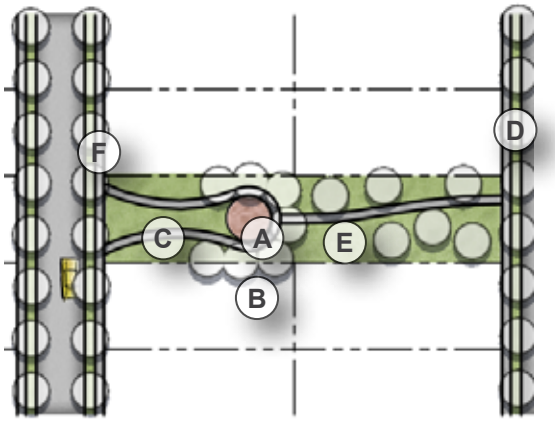
Example B



Example B enlargement



Example C



Example C enlargement

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OPEN SPACE TYPES

PARKLET PARK



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:

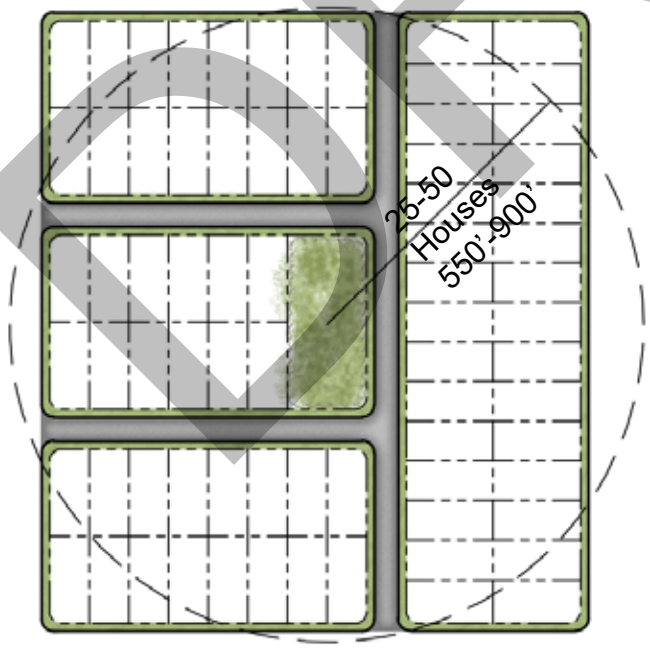
- Seating - may be stationary or movable.
- Shade - may be trees or built structure.
- Pathways - may be material other than concrete, asphalt or pavers, shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide.
- Turf area for neighborhood events.

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

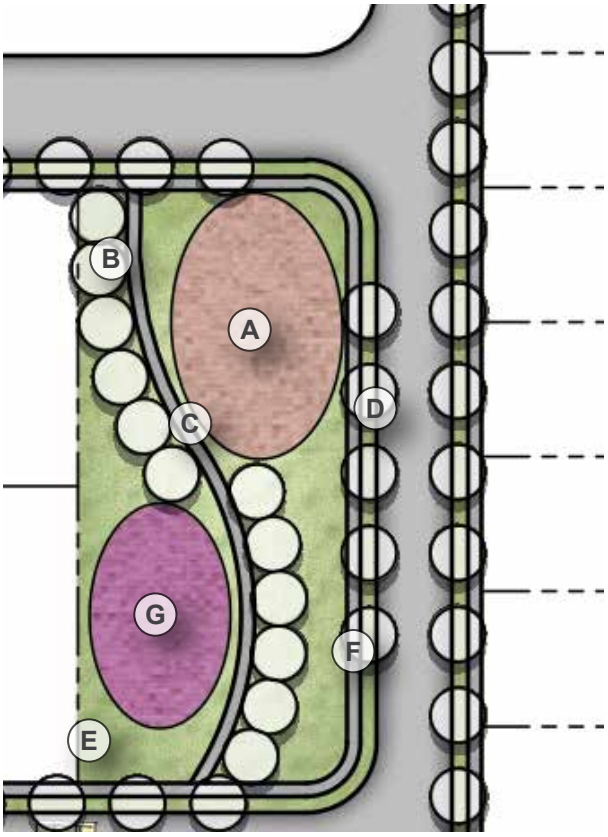
Additional Elements:

- 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.

+ Fire pits & string lighting



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



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:

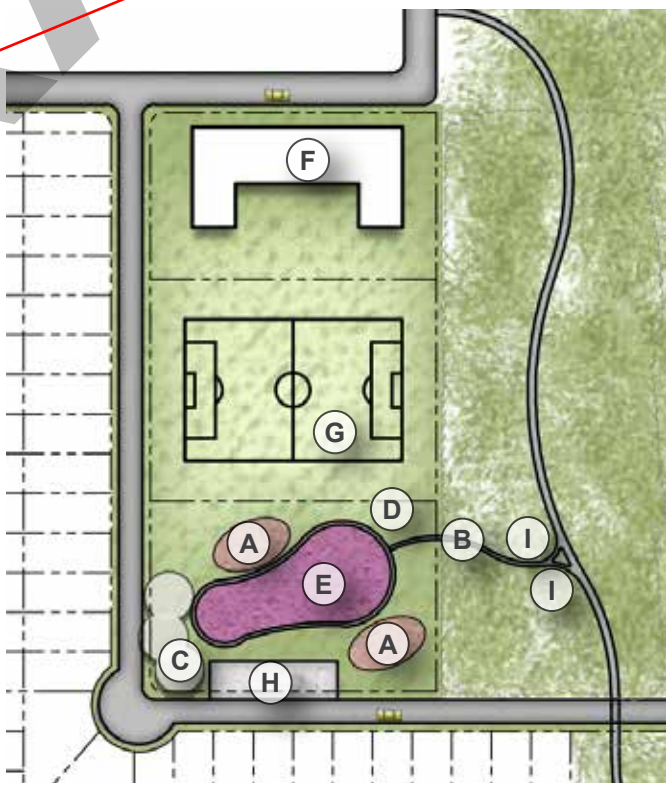
- Parking - on-street parking is preferred in order to preserve open space land, off-street is permitted.
- City of Celina trail gateway signage shall be provided where neighborhood parks connect to hike and bike trails.
- Seating - shall have multiple seating areas and options. May include picnic tables, 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.

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

One shade structure is required to provide full shade



Example A (Preferred)

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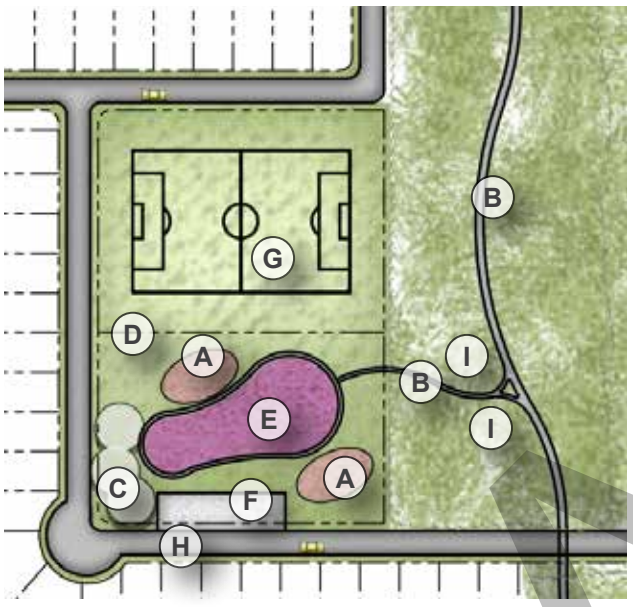
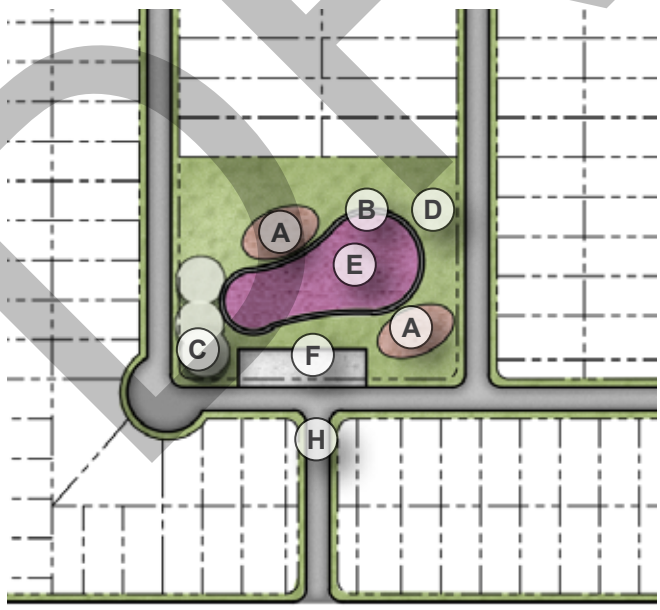
NEIGHBORHOOD PARK



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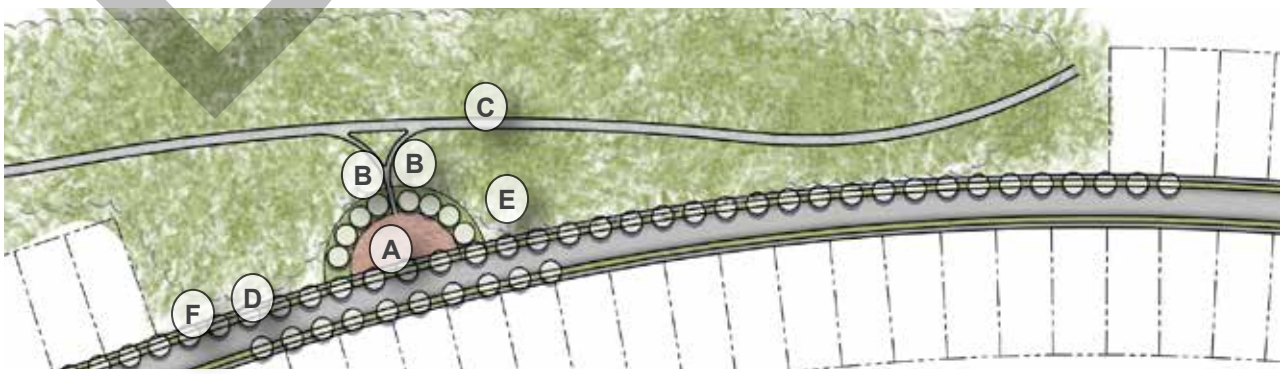
OPEN SPACE TYPES

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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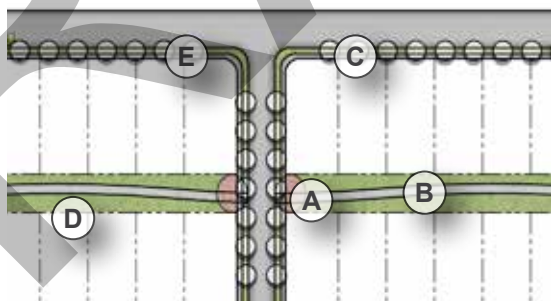
LINEAR PARK

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

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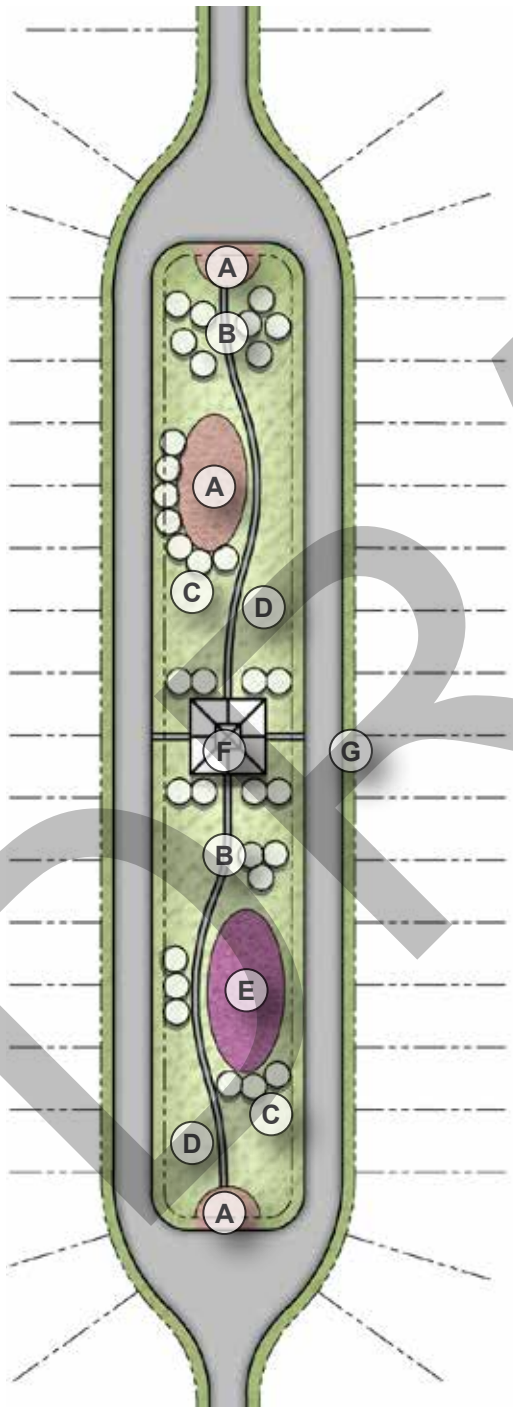
OPEN SPACE TYPES

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, houses front facade shall face on to the park.



Legend:
- (A) Seating Area
- (B) Pathway
- (C) Canopy Trees
- (D) Lawn
- (E) Play
- (F) Shade
- (G) 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.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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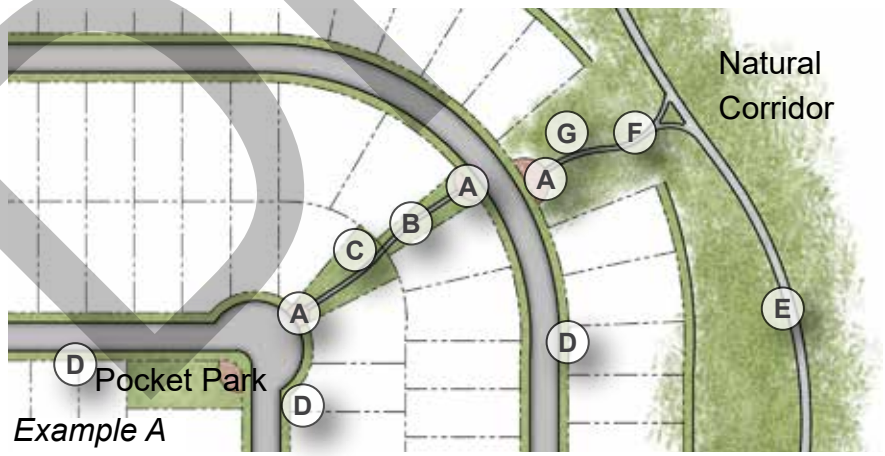
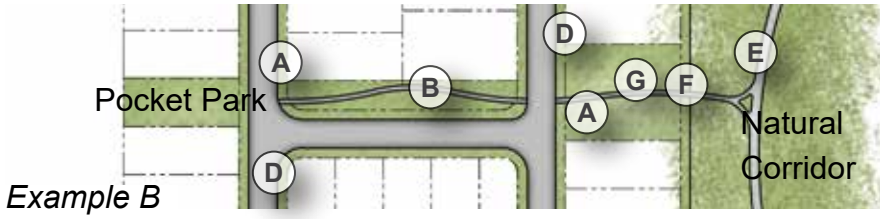
LINEAR PARK

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 other than sod or ground cover. Native grasses and/ or wildflower seeding count toward this calculation. (small or large trees)
- 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:

Ⓐ Seating with shade.
Ⓑ Enhanced planting.
Ⓒ Lighting in the non-flooding zones.
Ⓓ Coordinated street tree planting with adjacent streets.
Ⓔ Pathway that provides access to elements in the flooding zone if applicable. Pathway shall be concrete and a minimum of 5’ in width.
Ⓕ 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.



+ 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

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CITY OF CELINA, TEXAS

RESOLUTION NO. 2024-22R

A RESOLUTION OF THE CITY OF CELINA AUTHORIZING REVISIONS TO THE NEIGHBORHOOD VISION BOOK

WHEREAS, the City of Celina, Texas ("Celina"), adopted a Strategic Plan in 2023 containing many strategic goals; and

WHEREAS, two of the goals were to "Be the Life Connected City" and "Be the City of Innovative Infrastructure"; and

WHEREAS, the Neighborhood Vision Book is intended to function as a guide to future residential developers in order to provide guidance in implementing meaningful open space, creating amenities of value, offering opportunities for outdoor interaction for future residents, enhancing future neighborhoods with quality design, and protecting Celina's heritage as it develops; and

WHEREAS, the Comprehensive Plan directed Staff to proactively monitor development standards for improvements; and

WHEREAS, since the Neighborhood Vision Book's implementation in November 2020, Staff has noted correction items, such as removing conflicting language, clarifying internal policies, correcting typos, and reflecting updates to other City codes and regulations, in anticipation of a future update; and

WHEREAS, the contract to draft the Multi-Family & Commercial Vision Book, adopted in November 2023, included an opportunity to make minor revisions to the Neighborhood Vision Book.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

Section 1. The recitals contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. The City Council hereby finds that the revisions to the Neighborhood Vision Book will set forth a consistent standard of quality throughout the City of Celina community. The Design Guidelines are intended to guide the physical development of residential neighborhoods and help enforce that the design remains true to the developed vision and character of the City of Celina.

Section 3. The City Council recognizes that the Design Guidelines are one of several documents providing design guidance and restrictions for Celina by the master developer or developer/builder in undertaking any improvement, alteration, or remodel. These Design Guidelines shall be used in conjunction with other documents relating to the physical development of Celina including, but not limited to, the Zoning Ordinance, Engineering Standards, Subdivision Ordinance, Downtown Master Plan, Trails Master Plan, Parks Master Plan, and Comprehensive Plan of the City of Celina, along with International Model Construction Codes and Local Amendments.

Section 4. The City's policy which shall specify the provisions and requirements for the Neighborhood Vision Book is included in Exhibit "A."

Section 5. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 9th day of April, 2024.

CITY OF CELINA

_____
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

Life Connected.

NEIGHBORHOOD VISION BOOK

Amended April 9, 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 & Buffering (Location, Setbacks, Material)

40 Gifts to the Street (Types, Setbacks, Locations)

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:

- Comprehensive Plan
- Downtown Master Plan
- Engineering Design Standards
- International Model Construction Codes and Local Amendments
- Multi-Family & Commercial Vision Book
- Parks Master Plan
- Street Best Practices
- Subdivision Ordinance
- Trails Master Plan
- Zoning Ordinance

INTERPRETATION

Flexibility in interpretation and innovation is encouraged to create distinct individual neighborhood identities within the common vision for the City of Celina. All deviations from this Vision Book are subject to the approval of the 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:

- 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.

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

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.



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 & Buffering (Location, Setbacks, Material)
5. Gifts to the Street (Types, Setbacks, Locations)

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 ROWs 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 Master Thoroughfare Plan or Master Trail 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 6.5' parkway and a 5' sidewalk unless otherwise noted in the Engineering Design 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



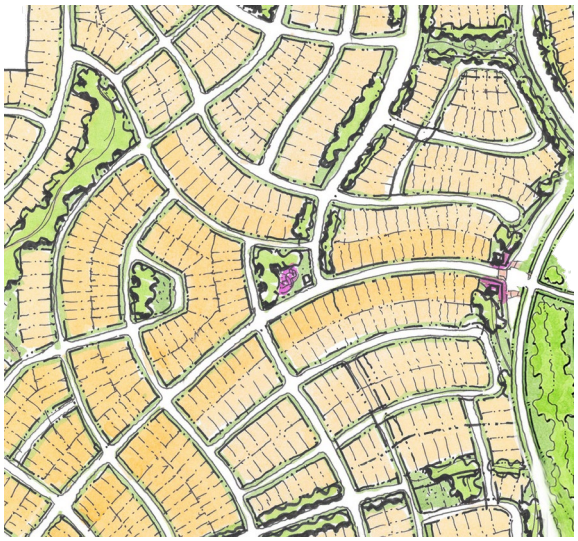
Map data: Google, Maxar Technologies

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. 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.



Curvilinear Grid



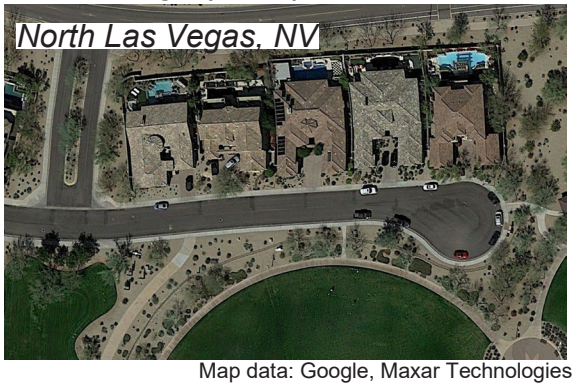
Linear Grid

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.
- Barrier-free ramps (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



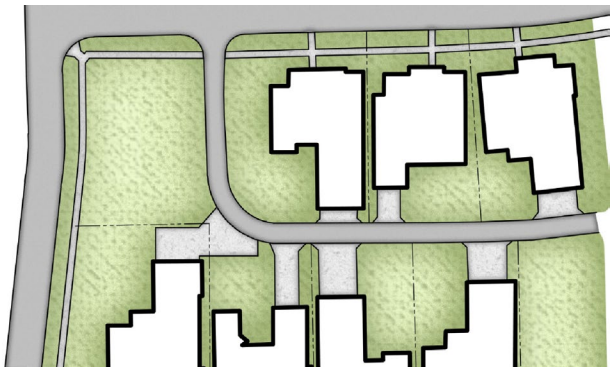
Map data: Google, Maxar Technologies

ALLEYS

- Lots less than 60’ in width shall have a rear-entry garage.
- Alley widths shall meet the City minimum standards.
- Fence setbacks shall be a minimum of 3’ from back of pavement. Fence setbacks may be a minimum of 7’ from the back of pavement to allow for planting and utilities within the alley.
- Garage setbacks for detached single-family houses shall be a minimum of 20’ from the back of pavement to allow for parking within the drive accessing the alley. Garage setbacks for duplexes and townhomes shall be a maximum of 3’ from back of pavement to deter parking within the drive and encroaching the alley, or a minimum of 20’ from the back of pavement to accommodate parking in the drive.
- Dead-end alleys are permitted but cannot exceed 100’ in length or serve more than one house.



Alley Street View Map data: Google, Maxar Technologies



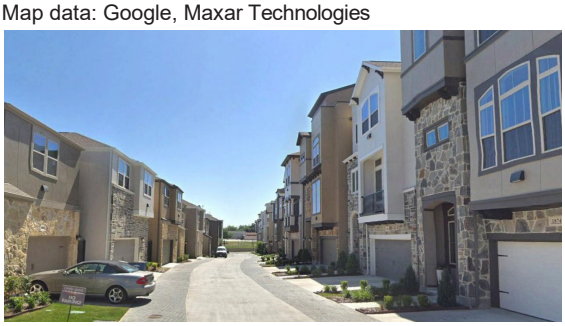
Alley Plan

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 fire lane with enhanced paving on the sides. No parking is permitted within the fire lane.
- The maximum mews street length is 500’.
- Dead-end mews streets and alleys longer than 100’ in length are permitted with fire truck turnaround provided.
- Garages shall be set back either a minimum of 20’ to allow tandem parking or a maximum of 3’ to deter parking.
- Side yard shall not 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.

MEWS COMMON SPACE

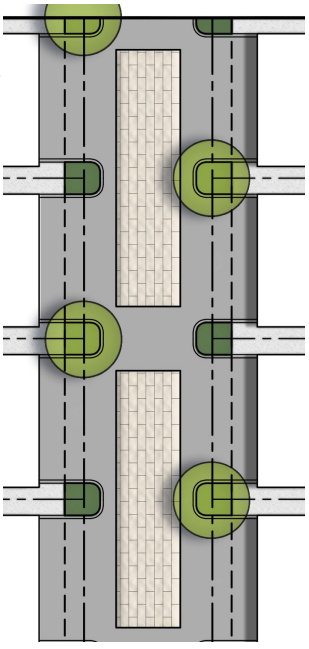
- The mews common space shall be a minimum of 40’ in width measured from property line to property line.
- Sidewalks within the common space shall be a minimum of 6’ in width if located at or near the center of the mews or a minimum of 5’ if two sidewalks are provided on each side of the common space.
- Sidewalks shall provide connections to the entrances of the houses facing the mews open space with lead walks.
- 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 usable open space calculation when designated as an HOA “X” lot.
- 4’ tall decorative metal fencing may slightly encroach into the mews.



Mews Street Striping



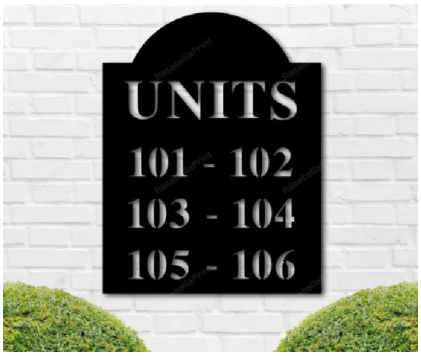
Mews Common Space

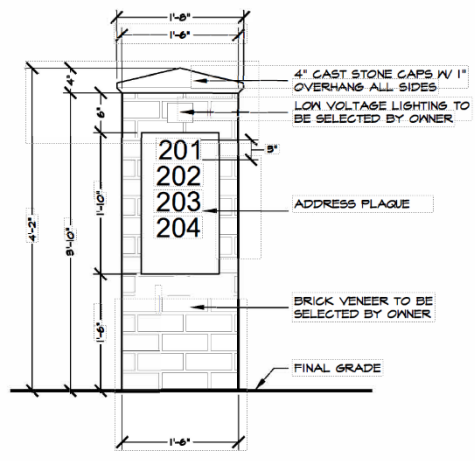

Mews Street Plan

MEWS WAYFINDING

Rear-loaded units shall have addressing wayfinding signage at alley entrances for firefighting 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(s) it serves.
- If freestanding, 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 may be considered.





TYPICAL RESIDENTIAL STREET

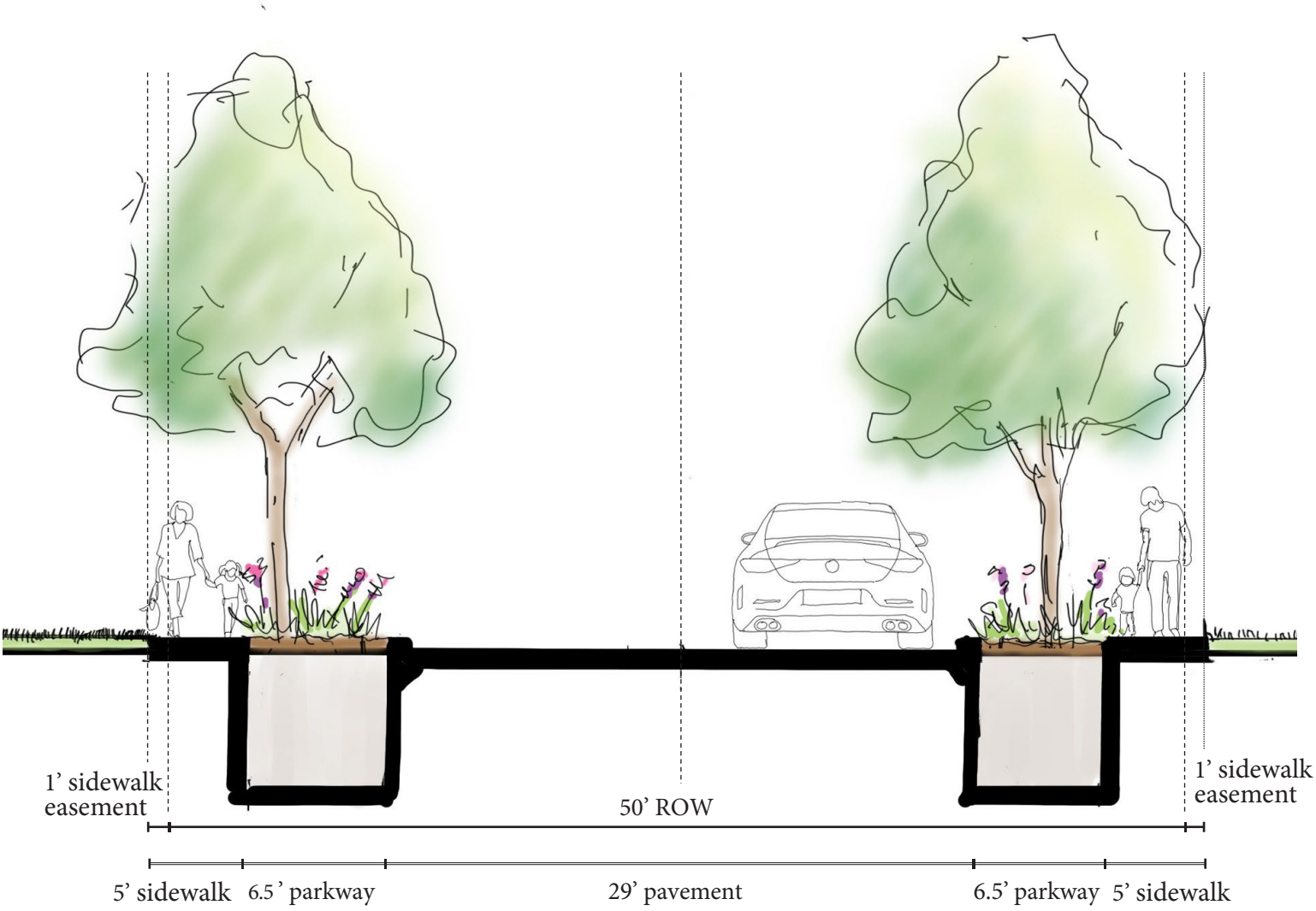
Residential streets help to set the vision for the development and enhance pedestrian connections within and between developments. Well-designed residential streets create a comfortable sense of scale through the use of street trees and pavement width, provide essential connections to nature and parks,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

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:

ARTICLE IV, PART TWO, TABLE 2 RESIDENTIAL TREES		
SIZE OF LOT	NUMBER OF LARGE TREES	NUMBER OF ORNAMENTAL TREES
Urban	1 in front yard, when feasible	1
Suburban	2 total; 1 in front yard	1
Estate	4 total; 2 in front yard	1
Corner lots, all sizes	1 additional tree in side yard	-



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
   - Ⓐ Roundabouts and traffic circles 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 are encouraged to 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 (typically associated with median breaks)
   - Ⓒ In order to reduce traffic congestion at entries and provide a nice environment for the development, divided entries with a planted median (conforming to the Engineering Design Standards) are encouraged to accommodate trees, art, or subdivision entrance signs.
   - Ⓓ Where divided boulevard entries are not provided or are undersized, 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. Subdivision entrance signage
   - Project signage shall complement the project theme while respecting the City of Celina's vision.
   - 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.

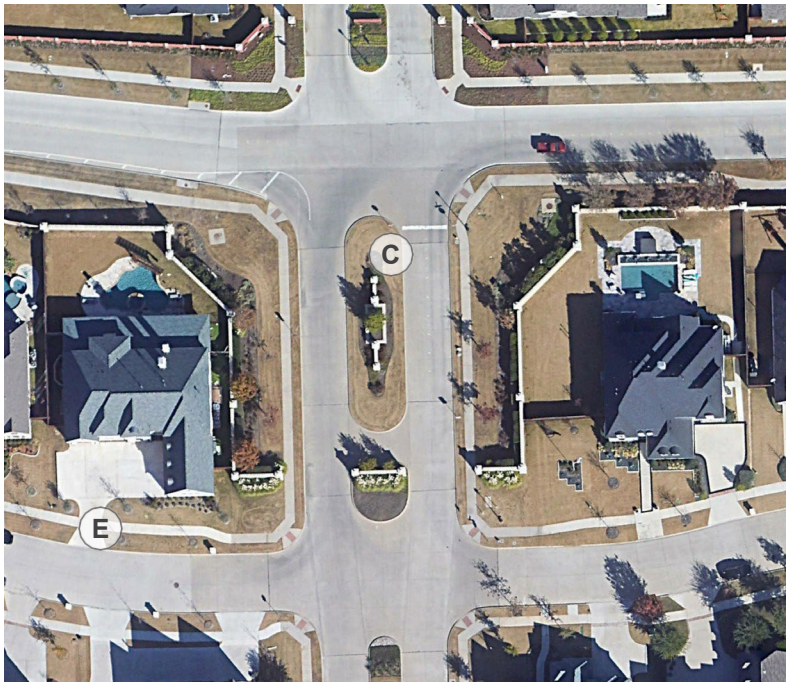


BAD - difference in material



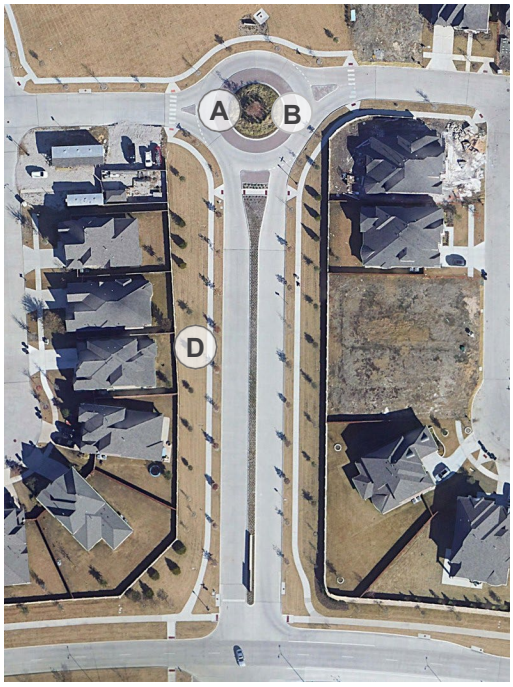
GOOD - consistency in material

Divided boulevard



Map data: Google, Maxar Technologies

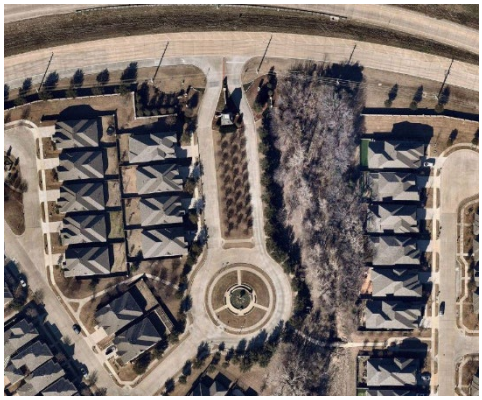
Traffic circle



Map data: Google, Maxar Technologies

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

Map data: Google, Maxar Technologies



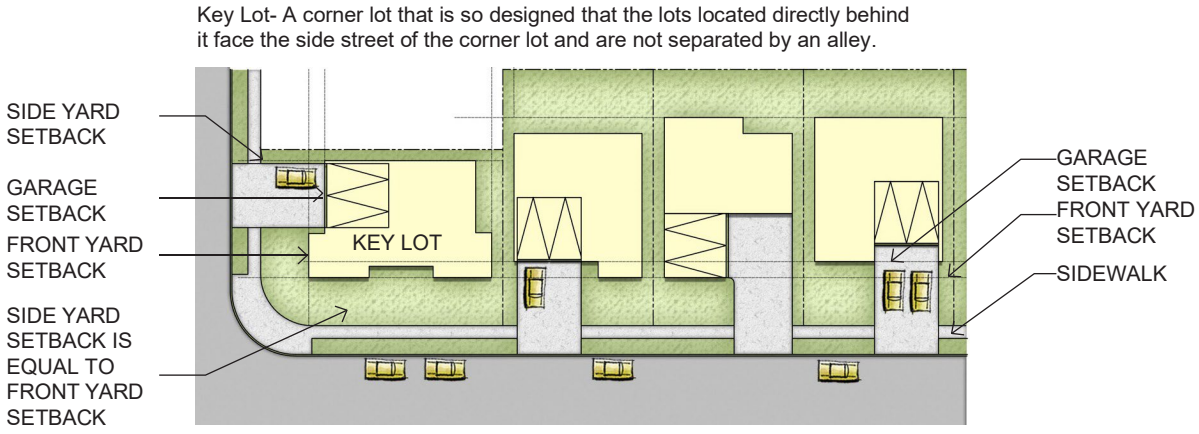




LOT DESIGN

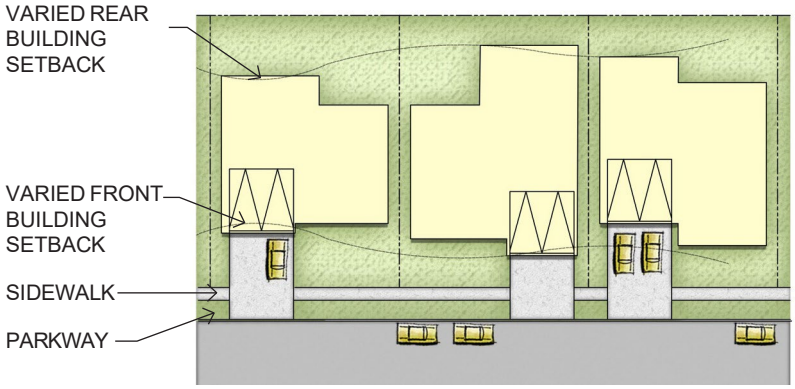
The placement of a house on a lot impacts the safety, function, and feeling of the street. In order to encourage friendly environments, the following shall be considered when developing lots:

1. Minimum front yard setbacks for single family homes shall follow the Zoning Ordinance 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 Setback

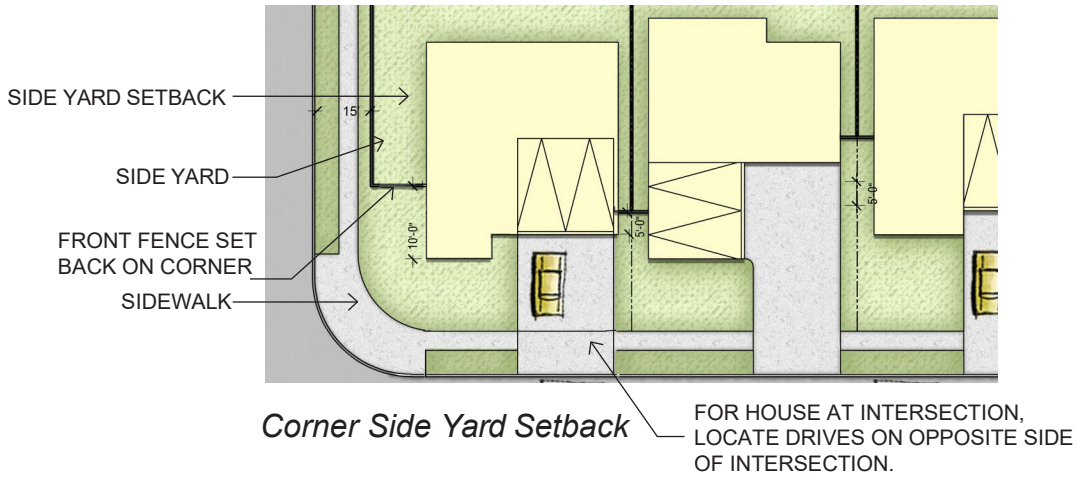
3. Variable setbacks are permitted and encouraged, so long as the minimum setbacks are respected and the maximum setback does not exceed more than 1.5 times the minimum set back allowed.



Varied Setback

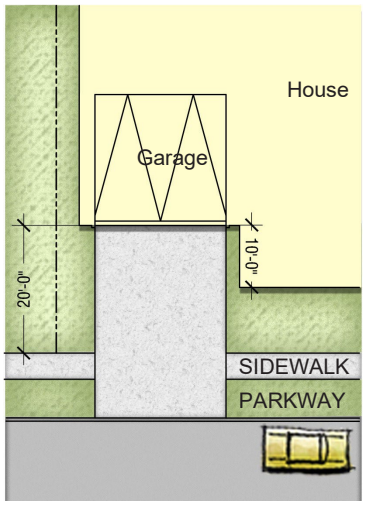
Setbacks are measured from lot lines. General setbacks shall comply with the Zoning Ordinance unless otherwise stated.

4. 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.

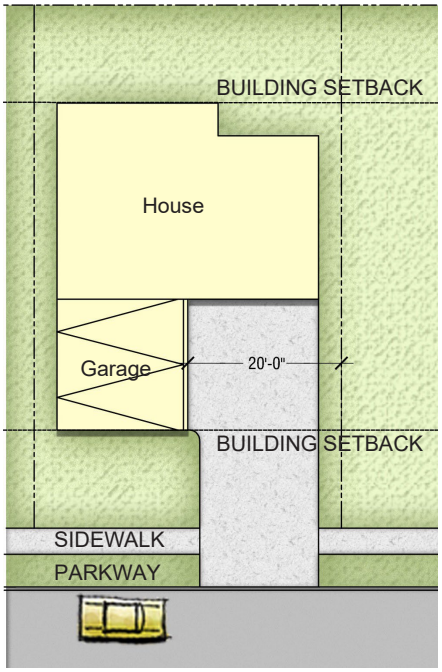


Corner Side Yard Setback

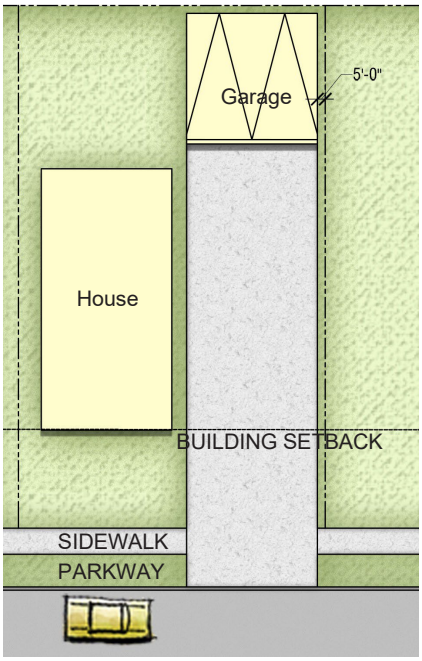
5. Garage setbacks
   - For front-loaded garages, a minimum setback of 20’ shall be maintained between the garage door and a public right-of-way to allow parking in the drive.
   - J-swing garages shall have a minimum of 20’ from the door face of the garage to the side property line for maneuvering and tandem parking. The side of the garage adjacent to the street may align with the building setback.
   - 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’.
   - No snout garages.
   - The width of driveway shall match width of the garage. No extra concrete/flatwork is permitted in the front or side yard.



Garage Door Diagram



“J” Drive Diagram



Garage in Back Diagram

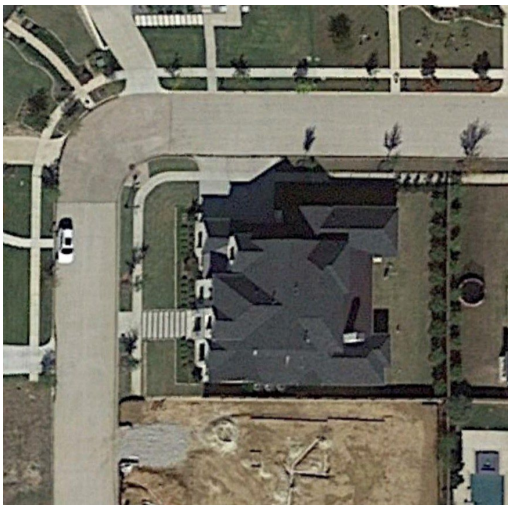
- Garages loaded from a side street may align with building setback on side street, as long as a minimum setback of 20’ is maintained between the garage door and public R.O.W. or a J-swing garage entry is utilized.
- For rear-loaded garage setbacks, refer to the Alleys section of this document.

Side loaded J-Swing



Map data: Google, Maxar Technologies

Side Loaded 20’



Map data: Google, Maxar Technologies

6. Varying lot sizes are encouraged, and, where applicable, lot widths should vary along the street frontage.

7. 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.



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, 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

- Fence returns that face the primary street shall be set back from the front facade a minimum of 5’.
- On corner lots, the fence return 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.
- On key lots, side yard fences shall either adhere to the adjacent property’s front build line or be open ornamental.
- 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.

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.

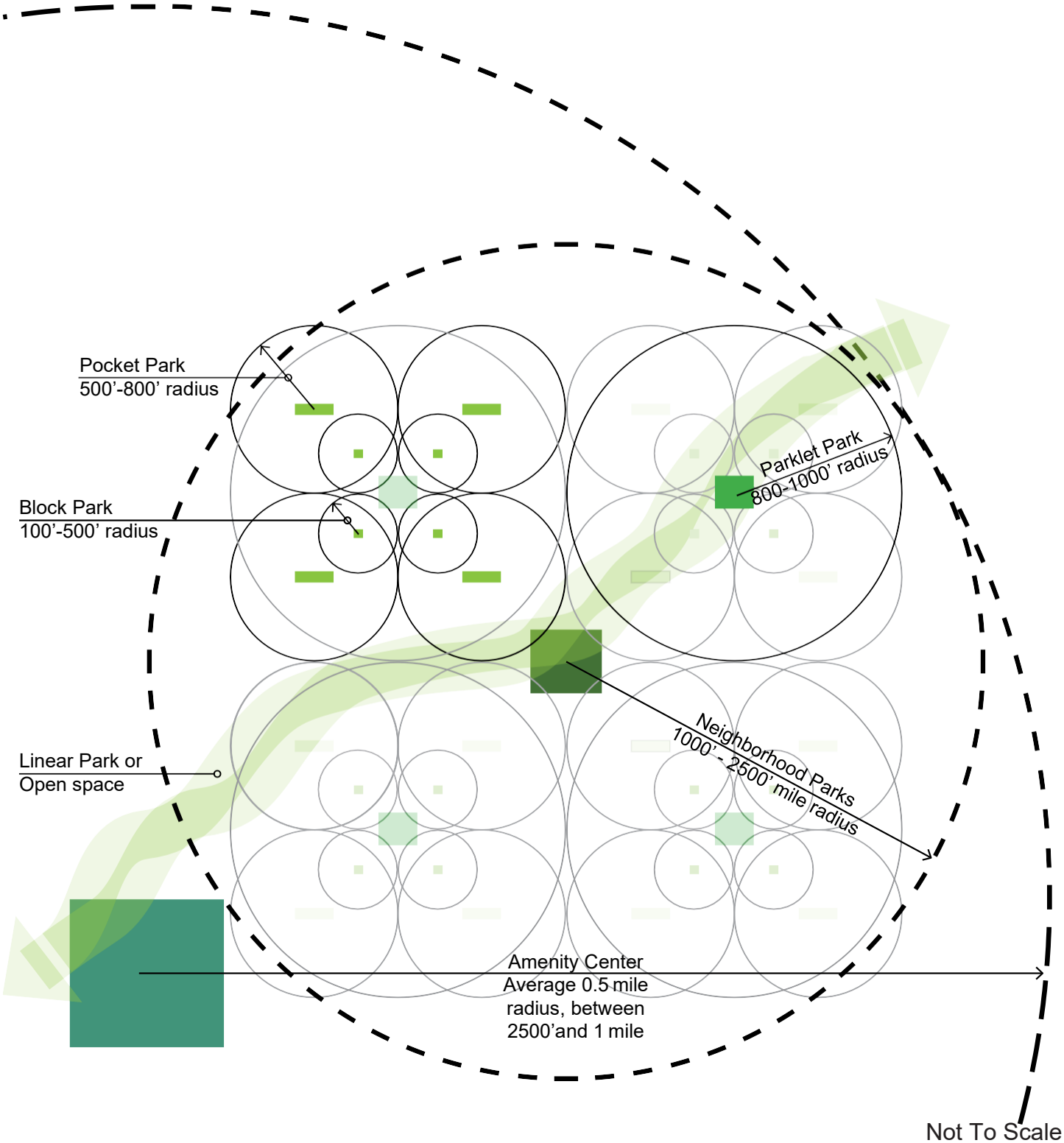
Category 2: All other residential developments are subject to 20% open space with a minimum of 50% of that open space being “usable open space”. Areas of “non-usable open space” may be allowed to be counted as a portion of the “usable open space” if the area is sufficiently amenitized, per Director approval.

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

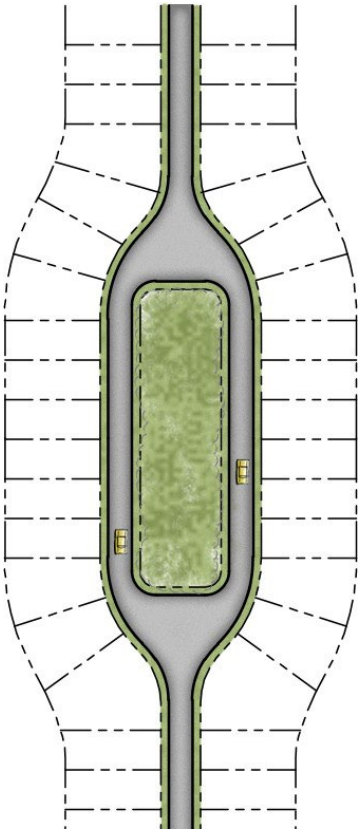


OPEN SPACE TYPOLOGY DIAGRAM



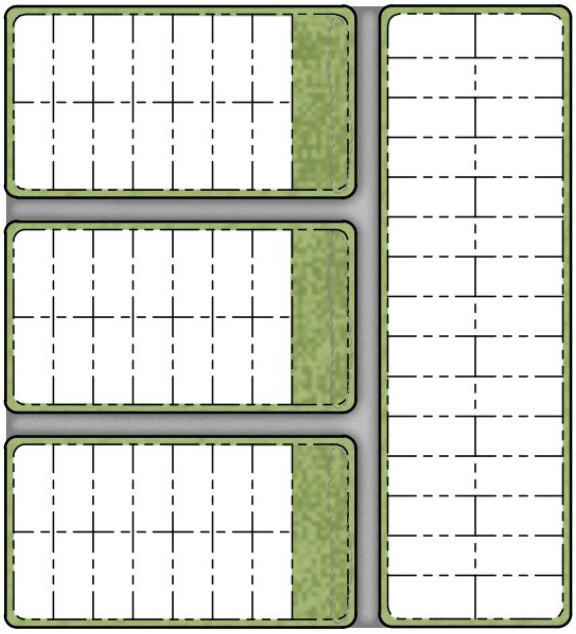
* Circulation and capture zones shall not cross major thoroughfares.

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

North Las Vegas



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

Celebration, FL



Map data: Google, Maxar Technologies

BAD - isolated from development



Map data: Google, Maxar Technologies

GOOD - integrated into development

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.



Commercial-Grade Playgrounds

Map data: Google, Maxar Technologies; Near Maps



OPEN SPACE TYPES

BLOCK PARK - END CAP



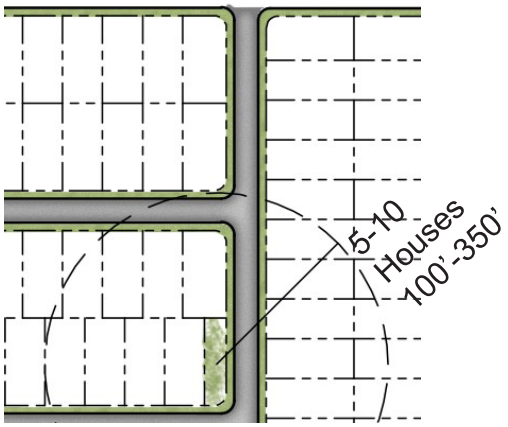
Size: 350 SF minimum
Capture Radius: Central to and walkable for the surrounding 5-10 houses.
# of Users: 5 - 10
Minimum Size Requirements: 15' width at entry point, area shall be contiguous and calculation may include area that is less than 15' wide but contiguous with the block park space.
Mandatory 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.

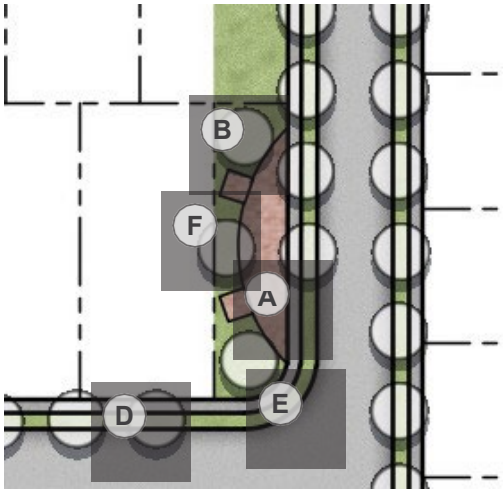
Additional Elements (Select 2):

- Community garden
- 50% enhanced planting
- String lighting
- Fire pits
- Picnic tables
- Comparable element to be approved by Director

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



Example A



Example A Enlargement







Map data: Google, Maxar Technologies; Near Maps

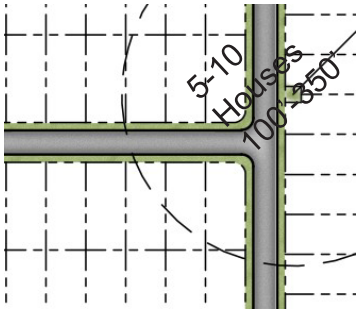
BLOCK PARK – MID-BLOCK

- 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 parks can include an area for community mailboxes
- 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.

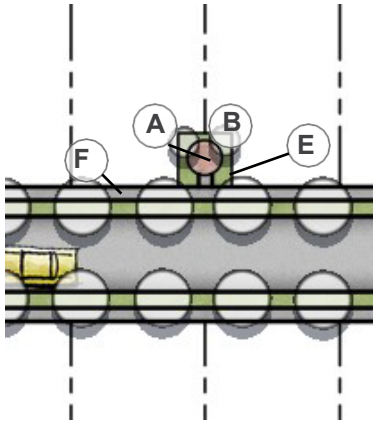
Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk

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
- 50% enhanced planting
- Fire pits
- Picnic tables
- Comparable element to be approved by Director



Example B



Example B Enlargement





Map data: Google, Maxar Technologies; Near Maps

OPEN SPACE TYPES



POCKET PARK

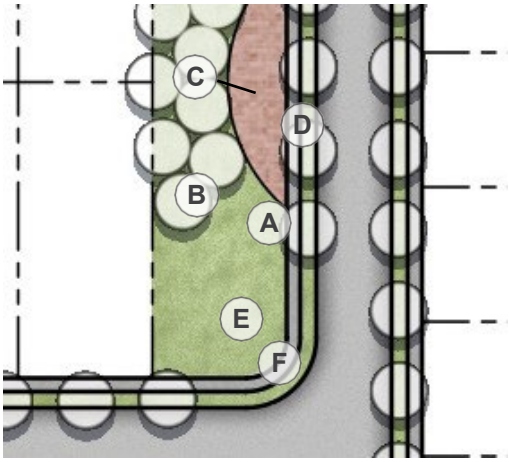
Size: 0.1 - 0.25 Acres
Capture Radius: Walkable for the surrounding 25 houses. May be a lot leave out or trail head to a larger system. May be a plaza for more dense urban products.
# of Users: 10 - 25
Minimum Size Requirements: 2,500 SF min., 20' width at entry point, area must be contiguous and calculation 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 garden
- Quality outdoor games such as bocce ball, cornhole, chess, Connect 4, etc.
- Shrub row along right-of-way sidewalk to provide a soft barrier from adjacent roadway
- Comparable element to be approved by the Director

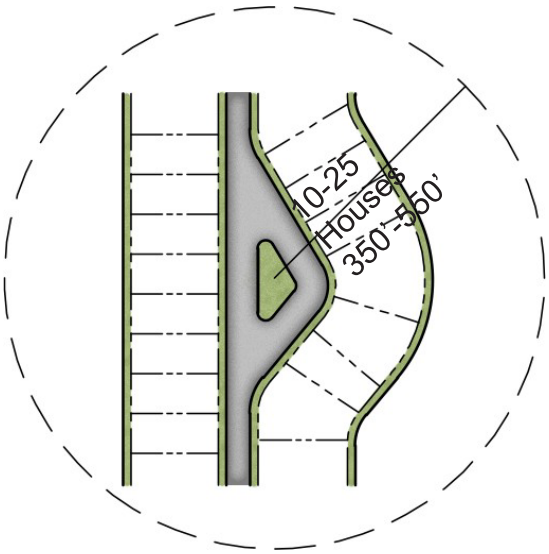
Legend:
A Seating Area
B Canopy Trees
C Pathway
D Parkway Trees
E Lawn
F Neighborhood Sidewalk



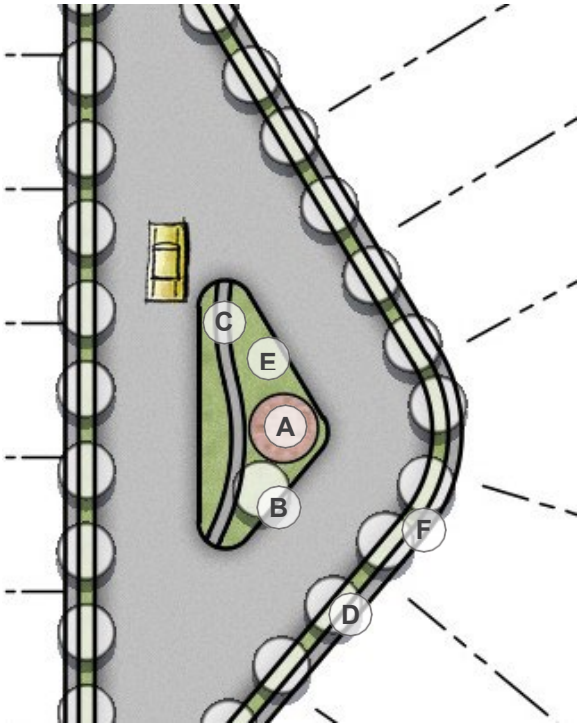
Example A

POCKET PARK

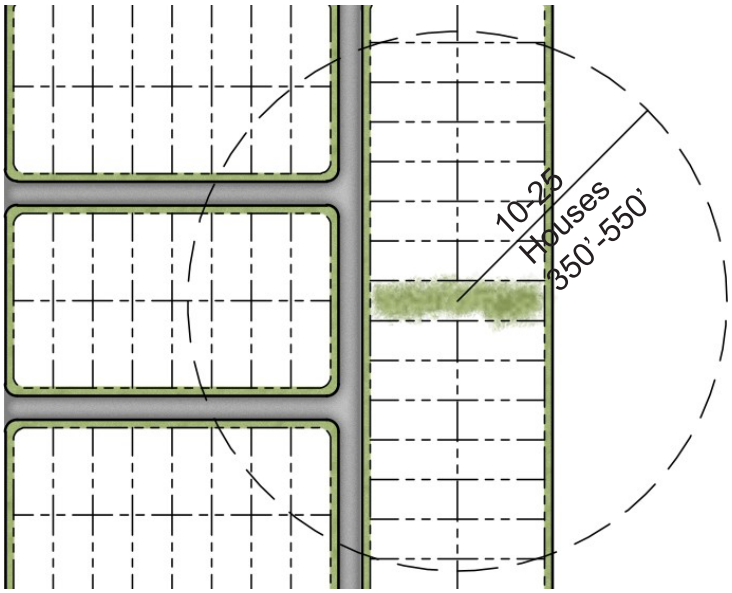
Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk



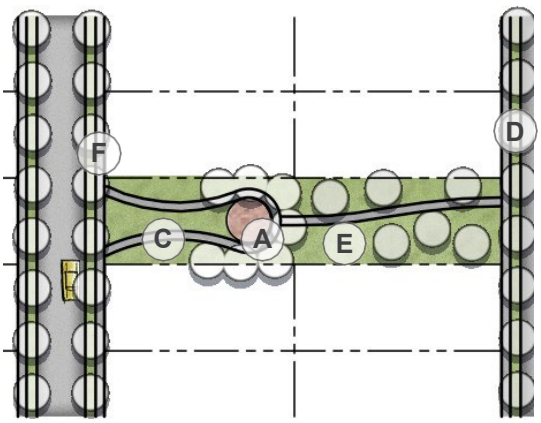
Example B



Example B enlargement



Example C



Example C enlargement







Map data: Google, Maxar Technologies; Near Maps

OPEN SPACE TYPES

PARKLET PARK



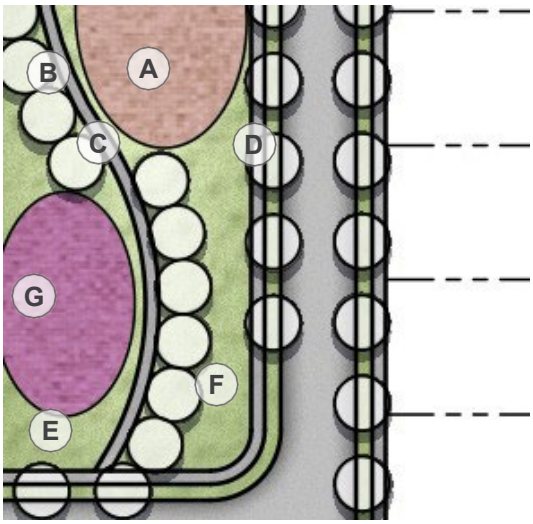
Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk
- (G) Play

Size: 0.25 - 1.0 acre
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 (Select 2):

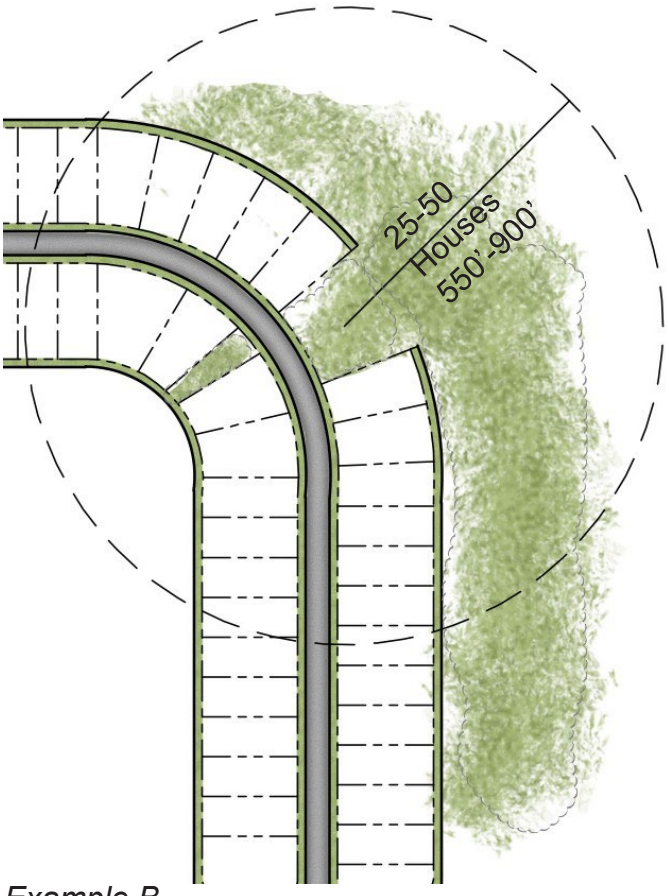
- At least 1 playground or tot lot shall be provided for every 100 homes and shall be protected from adjacent streets by planting, low walls, or fencing not to exceed 36" in height
- Community garden
- Quality outdoor games such as bocce ball, cornhole, chess, Connect 4, etc.
- Fire pits
- String lighting
- Comparable element to be approved by the Director



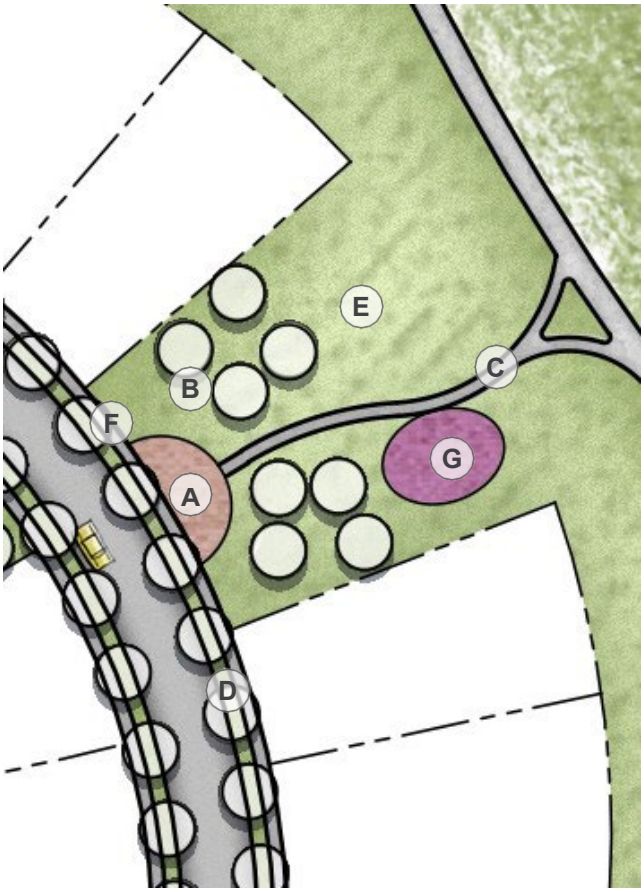
Example A

PARKLET PARK

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



Example B



Example B enlargement











Map data: Google, Maxar Technologies, Near Maps

OPEN SPACE TYPES

NEIGHBORHOOD PARK

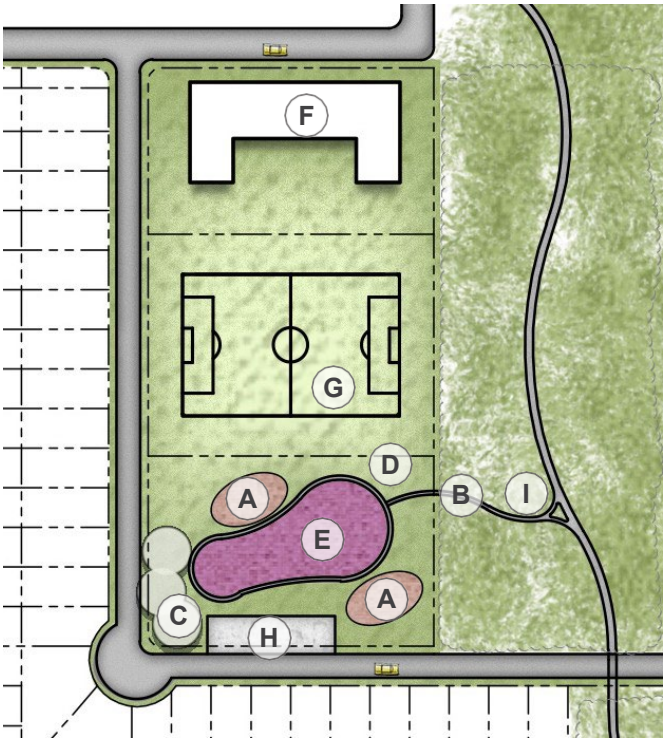


Size: 0.5 - 2.0 acres
Capture Radius: Centrally located within a 1/4 mile to 1/2 mile distance. Provide multiple neighborhood parks for larger developments. Where applicable, neighborhood parks shall connect to city parks, schools, and/or natural corridors and these elements shall be designed to function 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:

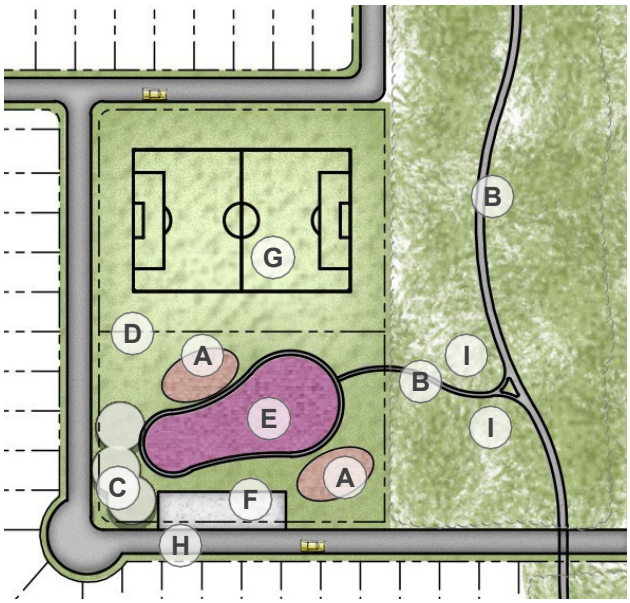
Legend:
- (A) Seating Area
- (B) Pathway
- (C) Canopy Trees
- (D) Lawn
- (E) Play
- (F) School
- (G) City Park
- (H) Parking
- (I) Trail gateway sign

- 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 be commercial-grade, include multiple age groups, and provide opportunities for all-inclusive play. 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 (Select 2):
- Picnic areas
- Additional play areas or sports fields
- Swimming pool or splash pad
- Fountain
- Gazebo or pavilion

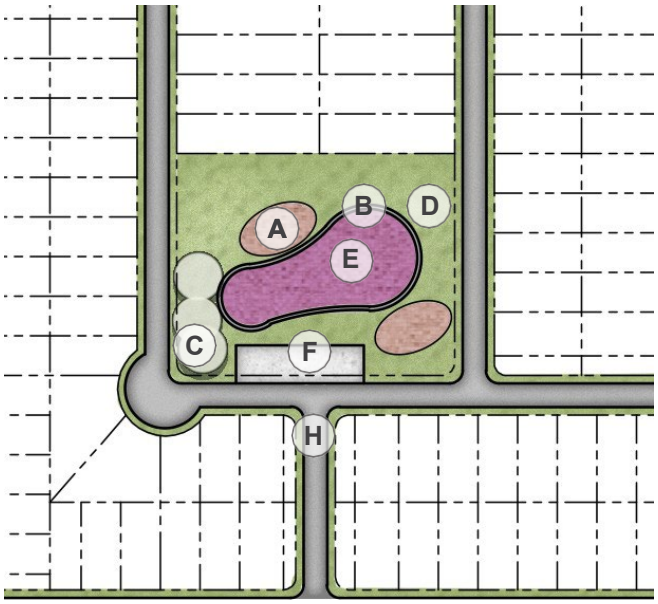


Example A (Preferred)



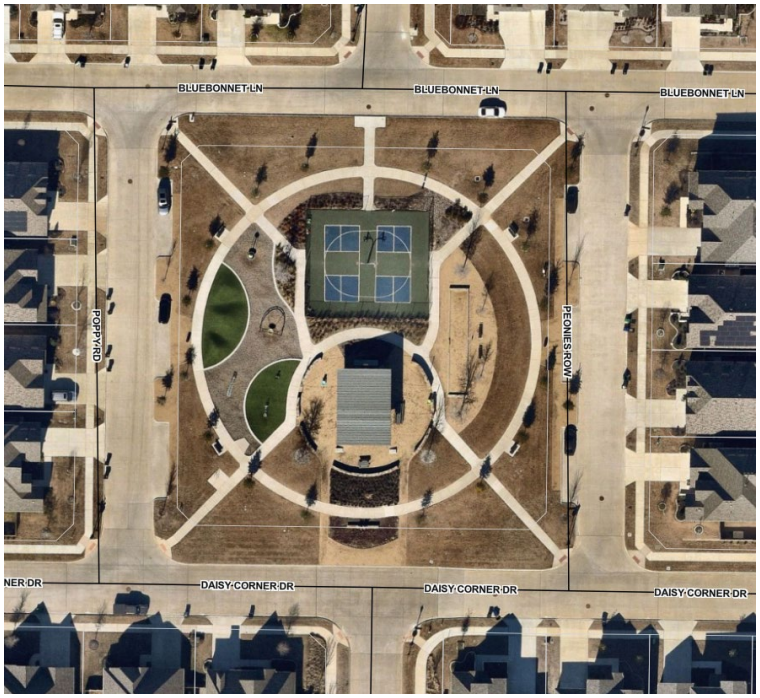
Legend:
- A Seating Area
- B Pathway
- C Canopy Trees
- D Lawn
- E Play
- F Parking
- G City Park
- H Primary Street
- I Trail gateway sign

Example B (Adjacent to city park)



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

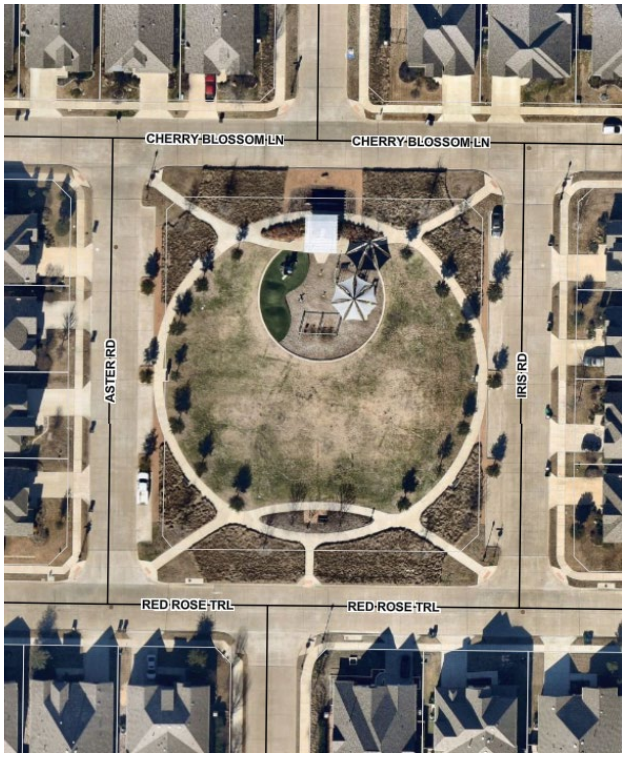
Example C (Embedded in development)







Map data: Google, Maxar Technologies; Near Maps



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, or 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 be commercial-grade, include multiple age groups, and 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 - 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

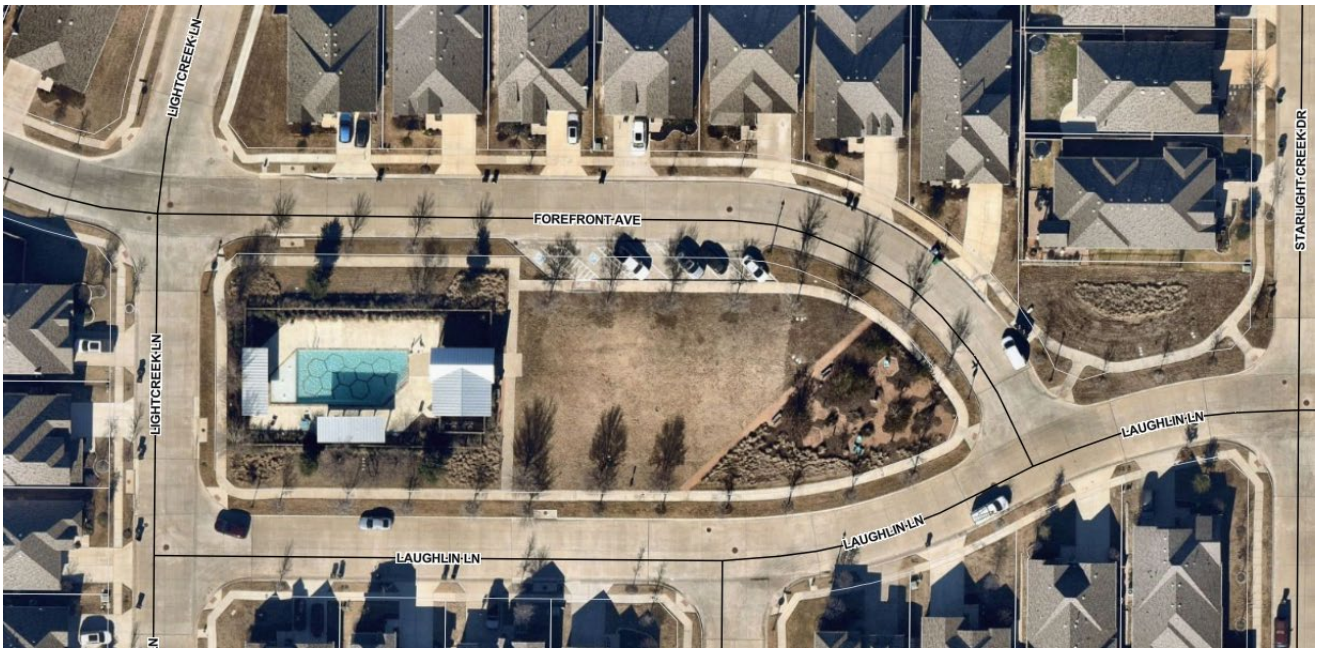


Additional Elements (Select 2):

- Picnic areas
- Additional play areas or sports fields
- Swimming pool or splash pad
- Fountain
- Gazebo or pavilion
- Community gardens
- Quality outdoor games such as bocce ball, cornhole, chess, Connect 4, etc.
- Hammocks
- Art
- Commercial-grade fitness equipment







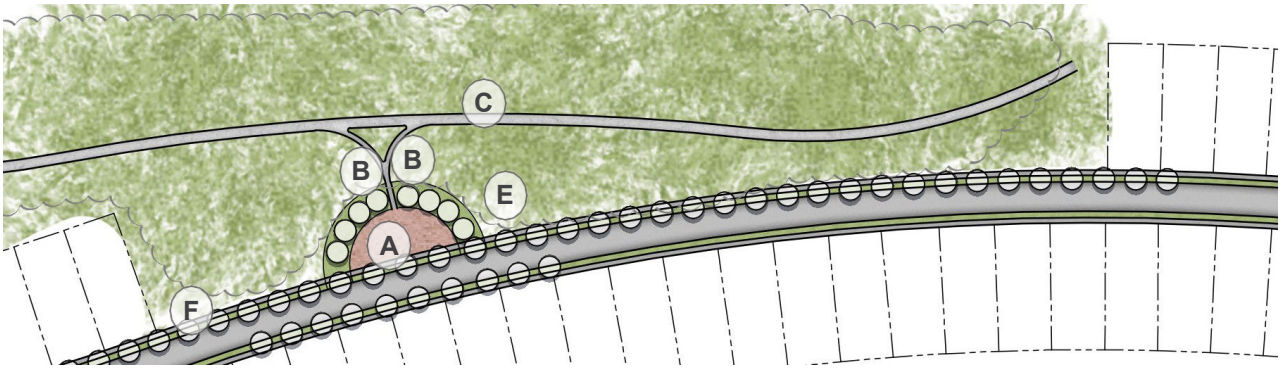
Map data: Google, Maxar Technologies; Near Maps

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 considered usable open space, 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 trailhead 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 the value of homes facing the corridor. Trailheads 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.
     - A minimum 10’ accessible, shaded trail (1 canopy tree each 50’), which connects to a current or future City of Celina trail system, shall be provided.
     - 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.
     - Trail may run parallel to adjacent lots or ROW.
     - 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’.
     - Amenity elements (see Designated Linear Park section, below) are incorporated.

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



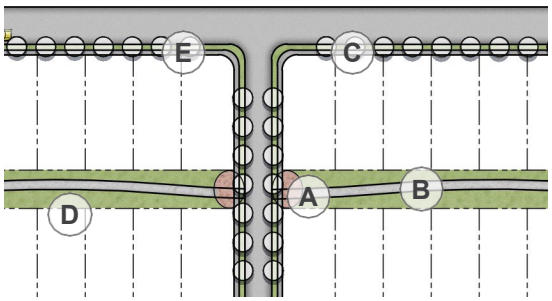


Map data: Google, Maxar Technologies; Near Maps





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 usable 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.
   - 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.
   - Trailheads 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

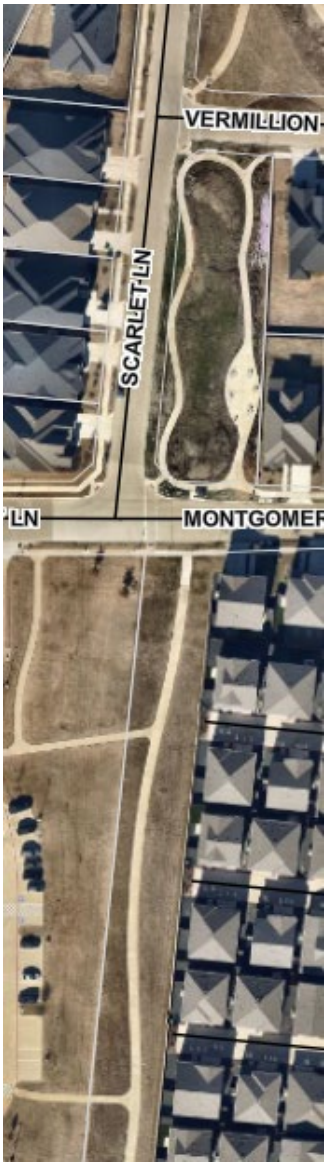


Map data: Google, Maxar Technologies





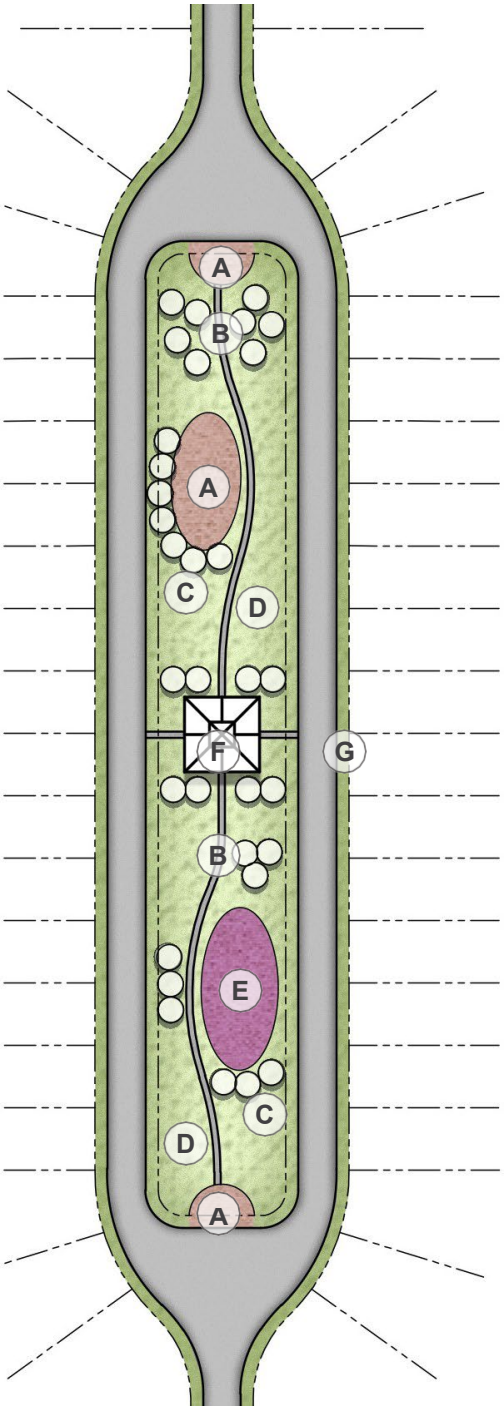
Map data: Google, Maxar Technologies; Near Maps







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:
- (A) Seating Area
- (B) Pathway
- (C) Canopy Trees
- (D) Lawn
- (E) Play
- (F) Shade
- (G) 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 be commercial-grade, include multiple age groups, and 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, low walls, or 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 (Select 2):

- Picnic areas
- String lighting
- Enhanced planting
- Enhanced paving
- Additional play areas or sports fields
- Fountain
- Gazebo or pavilion



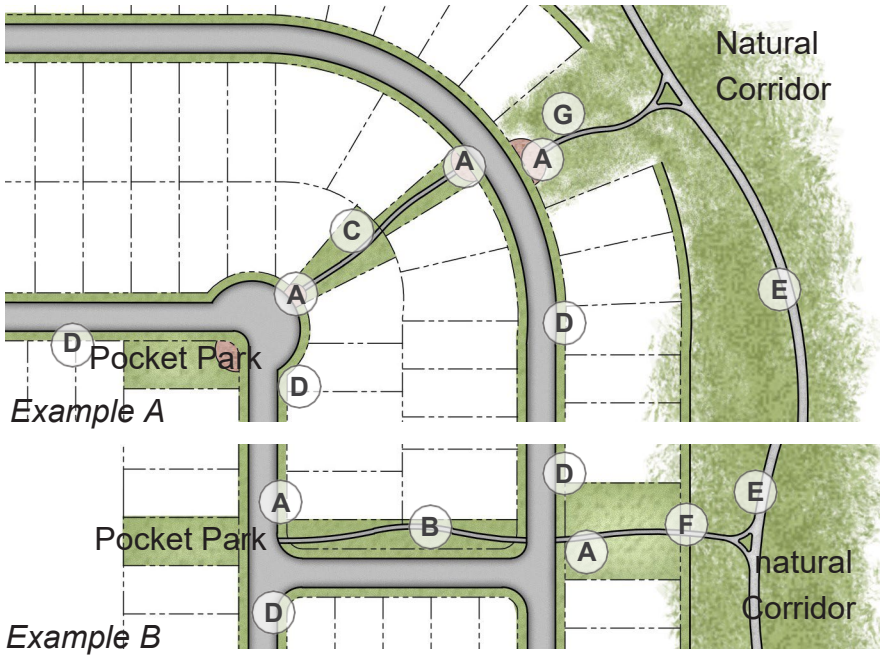




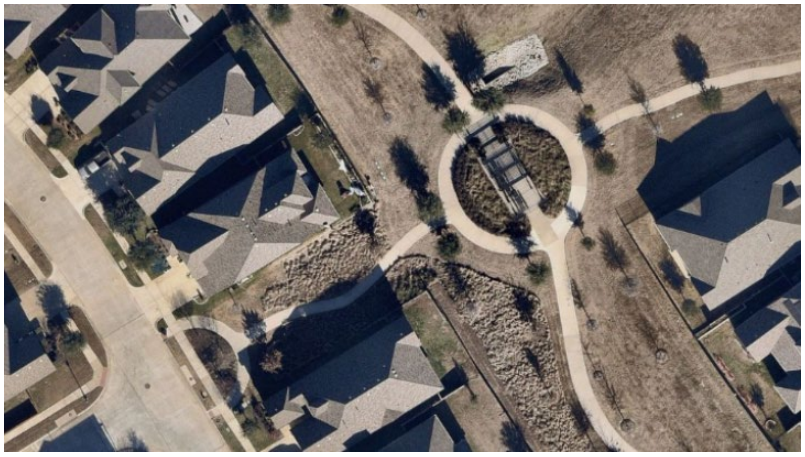


Map data: Google, Maxar Technologies; Near Maps

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
   - 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 – shall correspond with the overall project signage in material and design intent, 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.

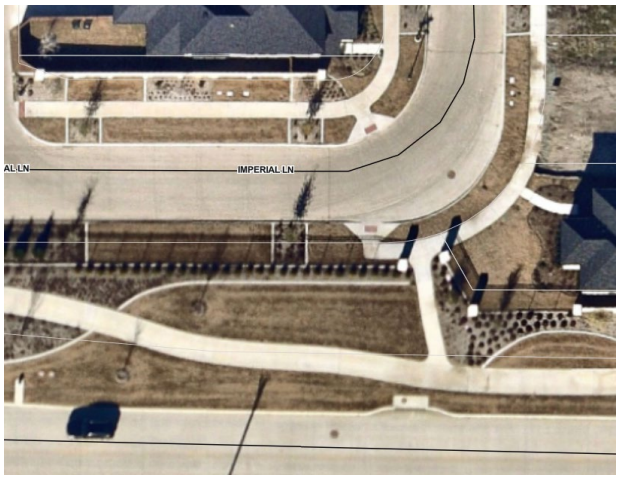


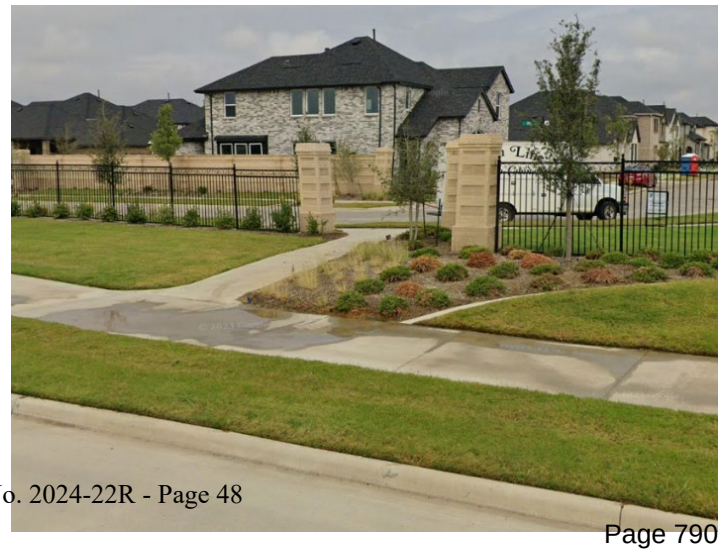
Legend:
- (A) Trail entry
- (B) 6’ walk
- (C) Planting
- (D) Neighborhood Sidewalk
- (E) 12’ spine trail
- (F) 8’ walk
- (G) Trail gateway sign











Map data: Google, Maxar Technologies; Near Maps

OPEN SPACE TYPES

DETENTION POND

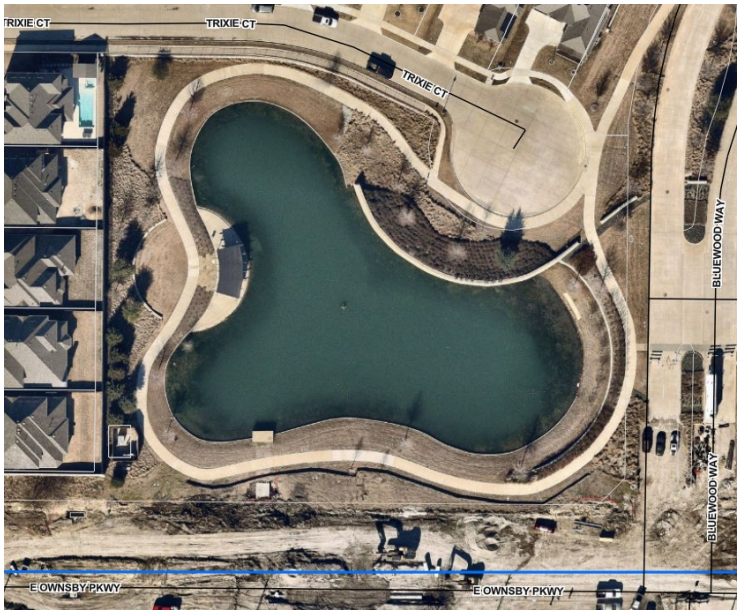


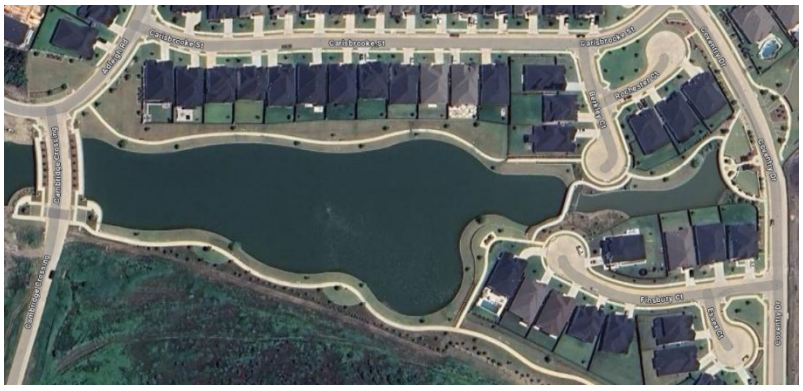
A detention or retention pond area may count toward open space calculations if they are designed to be used during non-flood events. The useable area of the detention open space shall be located outside of the flooding zone in areas that provide viewing to the pond area. Areas with a 6:1 slope or less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





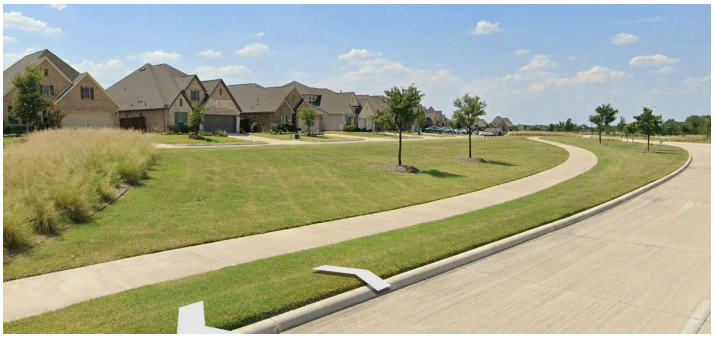


Map data: Google, Maxar Technologies; Near Maps

SCREENING

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

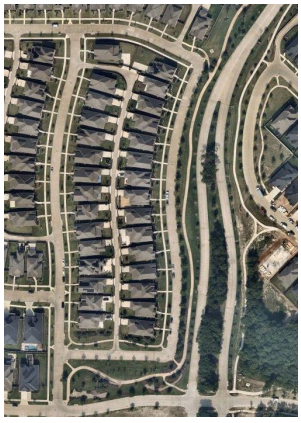
1. All perimeters of residential subdivisions, including alleys, adjacent to a ROW that is 60’ or wider shall provide an HOA landscape buffer with quality landscaping and plantings along with an 8’ masonry wall, also owned and maintained by the HOA. The width of landscape buffers, along with associated landscaping and sidewalks, shall be as detailed in the Zoning Ordinance or Subdivision Ordinance. Masonry walls shall wrap around the side of entry lots at entrances.
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 a decorative cap) on corner lots and side yard returns between homes.
6. To reduce a “tunnel” affect along thoroughfares adjacent to development, consider utilizing 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

7. 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 material and spacing.

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	Encouraged	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	N/A	50% of the length of landscape buffer shall have a bed of shrubs and ground cover

8. Berms are encouraged within the required landscape buffer per the following:
   - Shall be a minimum of 3' tall.
   - Side slopes of berms shall not exceed 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.

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’ offront 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.





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 thefoundation 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

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Bradley Kearney, Assistant Finance Director
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Brad Kearney
Date:	April 9, 2024
Re:	Wells South PID NIA #6-7 Bond Issuance ORD 2024-23

Action Requested:
Consider and act on Ordinance No. 2024-23 of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project); approving and authorizing related agreements; and providing an effective date. (Kearney)

Background Information:
This Ordinance authorizes the issuance and sale of special assessment revenue bonds to pay for the authorized public improvements in Neighborhood Improvement Areas (NIAs) #6 and #7 in the Wells South Public Improvement District (PID), also known as Lilyana. These bonds will be repaid through the assessments levied by City Council on the lots in both NIAs. This action item is related to the public hearing agenda item on April 9, 2024.

The Wells South 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. Assessments for NIA #6 were levied by City Council on August 8, 2023, and assessments for NIA #7 are being considered by City Council on April 9, 2024. The PID assessments are used to fund public improvements within the NIA, including roads, water lines, sewer lines, and more.

Legal Review:
Bond Counsel has reviewed and approved this item.

Supporting Documents:

1. Wells South NIA #6-7 Bond Issuance Presentation
2. ORD 2024-23 Celina Wells South PID NIA #6-7 Bond Ordinance

Financial Consideration:
This item authorizes the sale of $7,680,000 of bonds that will be repaid through levied assessments on lots within the NIAs. Bonds will go to market and be priced the morning of April 9. Staff will present final amounts, rates, and details at the City Council meeting.

Staff Recommendation:
Staff recommends approval.

WELLS SOUTH (LILYANA) NIA #6-7 BOND ISSUANCE

City Council
April 9, 2024



WELLS SOUTH (LILYANA) NIA #6-7 BONDS

- There are 252 lots in NIAs #6-7
- Total bond issuance: $7,680,000
  - NIA #6 = $2,785,000
  - NIA #7 = $4,895,000
- Bonds will fund public improvements within the areas (water, wastewater, storm drainage, and roadway)

TIMELINE

- ~~August 8, 2023 – NIA #6 assessment levied~~
- ~~March 7, 2024 – NIA #7 Pre-SAP and calling a public hearing~~
- ~~April 9, 2024 – NIA #6-7 bonds priced in market in the morning~~
- ~~April 9, 2024 –NIA #7 assessment levied (updated NIA #6 in SAP)~~
- April 9, 2024 – Bond Ordinance for NIA #6-7 bonds

BOND PRICING AND DETAILS

- The City's financial advisors, Hilltop Securities, will present the details of the Bond pricing.

ORDINANCE NO. 2024-23

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "Wells South Public Improvement District" (the "District"), pursuant to Resolution No. 2015-34R adopted by the City Council of the City (the "City Council") on July 14, 2015; and

WHEREAS, pursuant to the PID Act, the City Council published and mailed notice of and convened a public hearing on August 8, 2023, regarding the levy of special assessments against benefitted property located within the sixth construction phase of the District ("Neighborhood Improvement Area #6"), and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2023-94 (the "Neighborhood Improvement Area #6 Assessment Ordinance") on August 8, 2023; and

WHEREAS, in the Neighborhood Improvement Area #6 Assessment Ordinance, the City Council approved and accepted the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated August 8, 2023, relating to the District and levied special assessments (the "Neighborhood Improvement Area #6 Assessments") against the Neighborhood Improvement Area #6 Assessed Property as shown on the Neighborhood Improvement Area #6 Assessment Roll; and

WHEREAS, pursuant to the PID Act, the City Council published and mailed notice of and convened a public hearing on April 9, 2024, regarding the levy of special assessments against benefitted property located within the seventh construction phase of the District ("Neighborhood Improvement Area #7"), and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2024-22 (the "Neighborhood Improvement Area #7 Assessment Ordinance") on April 9, 2024; and

WHEREAS, in the Neighborhood Improvement Area #7 Assessment Ordinance, the City Council approved and accepted the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated April 9, 2024 (as updated, amended, and/or restated, the "Service and Assessment Plan") relating to the District and levied special assessments (the "Neighborhood Improvement Area #7 Assessments") against the Neighborhood Improvement Area #7 Assessed Property as shown on the Neighborhood Improvement Area #7 Assessment Roll that is attached to the Service and Assessment Plan; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Neighborhood Improvement Area #6 Assessments and the Neighborhood Improvement Area #7 Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements, (ii) paying a portion of the interest on the Bonds (defined below) during and after the period of acquisition and construction of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements,

(iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs related to the issuance of the Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Neighborhood Improvement Area #6 Improvements and Neighborhood Improvement Area #7 Improvements, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), and (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $_,____,_____ for the purpose of providing funds for (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs related to the issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of May 1, 2024, between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary or Interim City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform

the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor or Mayor Pro Tem of the City. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Preliminary Limited Offering Memorandum") and the final Limited Offering Memorandum for the Bonds (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary or Interim City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Neighborhood Improvement Areas #5-7 Developer (as defined in the Limited Offering Memorandum), the Master Developer (as defined in the Limited Offering Memorandum), the Neighborhood Improvement Areas #5-7 Fee Developer (as defined in the Limited Offering Memorandum), or their financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") between the City and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be

required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, and the City Secretary or Interim City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, and the City Secretary or Interim City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements.

SECTION 6. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 8. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 9. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 10. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 11. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED, this April 9, 2024.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Susie Quinn, Interim City Secretary

(City Seal)

EXHIBIT A

INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF MAY 1, 2024

SECURING

$_,____,____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

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EXHIBIT A A-1

INDENTURE OF TRUST

THIS INDENTURE, dated as of May 1, 2024 is by and between the CITY OF CELINA, TEXAS (the “City”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, DALLAS, TEXAS, as trustee (together with its successors, the “Trustee”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted by the Petitioner and filed with the City Secretary of the City (the “City Secretary”) pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”), requesting the creation of a public improvement district located in the extraterritorial jurisdiction of the City to be known as Wells South Public Improvement District (the “District”); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of real taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on July 14, 2015, after due notice, the City Council of the City (the “City Council”) held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on July 14, 2015, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2015-34R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on July 24, 2015, the City published notice of its authorization of the District in the *Celina Record*, a newspaper of general circulation in the City and the extraterritorial jurisdiction of the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after July 24, 2015; and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) (the "Neighborhood Improvement Area #1 Bonds") secured by certain assessments levied against property located within the first construction phase of the District ("Neighborhood Improvement Area #1"); and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) (the "Major Improvement Area Bonds") secured by certain assessments levied against property located within the District that was not located within Improvement Area #1 (the "Major Improvement Area"); and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells South Public Improvement District Neighborhood Improvement Areas #2-3 Project) (the "Neighborhood Improvement Areas #2-3 Bonds") secured by certain assessments levied against property located within the second construction phase of the District ("Neighborhood Improvement Area #2") and certain assessments levied against property located within the third construction phase of the District ("Neighborhood Improvement Area #3"); and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Wells South Public Improvement District Neighborhood Improvement Area #4 Project) (the "Neighborhood Improvement Area #4 Bonds") secured by certain assessments levied against property located within the fourth construction phase of the District ("Neighborhood Improvement Area #4"); and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project) (the "Neighborhood Improvement Area #5 Bonds") secured by certain assessments levied against property located within the fifth construction phase of the District ("Neighborhood Improvement Area #5"); and

WHEREAS, in the indentures authorizing the Neighborhood Improvement Area #1 Bonds, the Major Improvement Area Bonds, the Neighborhood Improvement Areas #2-3 Bonds, the Neighborhood Improvement Area #4 Bonds, and the Neighborhood Improvement Area #5 Bonds, the City reserved the right to issue additional series of bonds as "Additional Obligations" pursuant to other indentures, assessment ordinances, or similar agreements which do not constitute or create a lien on the trust estate and are not payable from pledged revenues which secure, respectively, the Neighborhood Improvement Area #1 Bonds, the Major Improvement Area Bonds, the Neighborhood Improvement Areas #2-3 Bonds, the Neighborhood Improvement Area #4 Bonds, and the Neighborhood Improvement Area #5 Bonds; provided that prior to the issuance of such Additional Obligations the requirements set forth in Section 13.2(c) of the indenture authorizing the issuance of the Major Improvement Area Bonds must be satisfied and the principal on such Additional Obligations must be scheduled to be paid on September 1 of each year in which the principal is schedule to mature and the interest on such Additional Obligations must be scheduled to be paid on March 1 and/or September 1 of the years in which interest is scheduled to be paid; and

WHEREAS, on July 11, 2023, the City Council, by Resolution 2023-53R, made findings and determinations relating to the Actual Cost of certain Authorized Improvements allocable to the property within the District located in the sixth construction phase of the District ("Neighborhood Improvement Area #6"), received a preliminary update to the Service and Assessment Plan, including a proposed assessment roll for Neighborhood Improvement Area #6, called a public hearing for August 8, 2023, and directed City staff to: (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish and mail such notice relating to the August 8, 2023 public hearing, as required by Sections 372.016(b) and 372.016(c) of the PID Act; and

WHEREAS, on July 24, 2023, the City staff, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City, to consider the proposed "Neighborhood Improvement Area #6 Assessment Roll" and the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, as updated for Neighborhood Improvement Area #6, and the levy of the

"Neighborhood Improvement Area #6 Assessments" on the property within Neighborhood Improvement Area #6 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Neighborhood Improvement Area #6 Assessment Roll and the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, as updated for Neighborhood Improvement Area #6, and the levy of Neighborhood Improvement Area #6 Assessments on property in Neighborhood Improvement Area #6 of the District to the last known address of the owners of the property liable for the Neighborhood Improvement Area #6 Assessments; and

WHEREAS, the City Council opened and convened the hearing on August 8, 2023, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Wells South Public Improvement District Amended and Restated Service and Assessment Plan, as updated for Neighborhood Improvement Area #6, the proposed Neighborhood Improvement Area #6 Assessment Roll and the proposed Neighborhood Improvement Area #6 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #6 Assessments, the allocation of the estimated costs of the Neighborhood Improvement Area #6 Improvements, the purposes of the Neighborhood Improvement Area #6 Assessments, the special benefits of the Neighborhood Improvement Area #6 Improvements, and the penalties and interest on Annual Installments of the Neighborhood Improvement Area #6 Assessments and on delinquent Annual Installments of the Neighborhood Improvement Area #6 Assessments; and

WHEREAS, there were no written objections or evidence submitted to the City Secretary in opposition to the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, as updated for Neighborhood Improvement Area #6, the allocation of estimated costs of the Neighborhood Improvement Area #6 Improvements to the Assessed Parcels within Neighborhood Improvement Area #6, the Neighborhood Improvement Area #6 Assessment Roll, and the levy of the Neighborhood Improvement Area #6 Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City Council approved and accepted Ordinance No. 2023-94, which levied the Neighborhood Improvement Area #6 Assessments and approved and accepted the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, as updated for Neighborhood Improvement Area #6, in conformity with the requirements of the PID Act and the City Council found and determined that the Neighborhood Improvement Area #6 Assessments should be levied as provided in the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, as updated for Neighborhood Improvement Area #6, and the Neighborhood Improvement Area #6 Assessment Roll; and

WHEREAS, the City Secretary of the City filed a copy of the Neighborhood Improvement Area #6 Assessment Ordinance not later than the seventh day after the date the City Council approved the Neighborhood Improvement Area #6 Assessment Ordinance and the Service and Assessment Plan with the County Clerk of Collin County; and

WHEREAS, on March 7, 2024, the City Council, by Resolution 2024-__R, made findings and determinations relating to the Actual Cost of certain Authorized Improvements allocable to the property within the District located in the seventh construction phase of the District ("Neighborhood Improvement Area #7"), received a preliminary Wells South Public Improvement District Amended and Restated Service and Assessment Plan, as updated for Neighborhood Improvement Area #7 (the "Service and Assessment Plan"), including a proposed assessment

roll for Neighborhood Improvement Area #7, called a public hearing for April 9, 2024, and directed City staff to: (i) file said proposed assessment roll with the City Secretary or Interim City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish and mail such notice relating to the April 9, 2024 public hearing, as required by Sections 372.016(b) and 372.016(c) of the PID Act; and

WHEREAS, on March __, 2024, the City staff, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City, to consider the proposed "Neighborhood Improvement Area #7 Assessment Roll" and the Service and Assessment Plan, and the levy of the "Neighborhood Improvement Area #7 Assessments" on the property within Neighborhood Improvement Area #7 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Neighborhood Improvement Area #7 Assessment Roll and the Service and Assessment Plan, and the levy of Neighborhood Improvement Area #7 Assessments on property in Neighborhood Improvement Area #7 of the District to the last known addresses of the owners of the property liable for the Neighborhood Improvement Area #7 Assessments; and

WHEREAS, the City Council opened and convened the hearing on April 9, 2024, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Neighborhood Improvement Area #7 Assessment Roll and the proposed Neighborhood Improvement Area #7 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #7 Assessments, the allocation of the estimated costs of the Neighborhood Improvement Area #7 Improvements, the purposes of the Neighborhood Improvement Area #7 Assessments, the special benefits of the Neighborhood Improvement Area #7 Improvements, and the penalties and interest on Annual Installments of the Neighborhood Improvement Area #7 Assessments and on delinquent Annual Installments of the Neighborhood Improvement Area #7 Assessments; and

WHEREAS, there were no written objections or evidence submitted to the City Secretary or Interim City Secretary in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Neighborhood Improvement Area #7 Improvements to the Assessed Parcels within Neighborhood Improvement Area #7, the Neighborhood Improvement Area #7 Assessment Roll, and the levy of the Neighborhood Improvement Area #7 Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City Council approved and accepted Ordinance No. 2024-__, which levied the Neighborhood Improvement Area #7 Assessments and approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and the City Council found and determined that the Neighborhood Improvement Area #7 Assessments should be levied as provided in the Service and Assessment Plan and the Neighborhood Improvement Area #7 Assessment Roll; and

WHEREAS, the City Secretary or Interim City Secretary of the City filed a copy of the Neighborhood Improvement Area #7 Assessment Ordinance not later than the seventh day after the date the City Council approved the Neighborhood Improvement Area #7 Assessment Ordinance and the Service and Assessment Plan with the County Clerk of Collin County; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Neighborhood Improvement Area #6 Assessments and the Neighborhood

Improvement Area #7 Assessments (collectively, the "Special Assessments") for the purpose of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs related to the issuance of the Bonds; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act and as Additional Obligations under the indentures authorizing the Neighborhood Improvement Area #1 Bonds, the Major Improvement Area Bonds, the Neighborhood Improvement Areas #2-3 Bonds, the Neighborhood Improvement Area #4 Bonds, and the Neighborhood Improvement Area #5 Bonds, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project)” (the “Bonds”), such Bonds being payable solely from the Trust Estate (as defined herein) and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, prior to the issuance of the Bonds, evidence satisfactory to the City and its advisors has been presented that the requirements of Section 13(c) of the indenture authorizing the Major Improvement Area Bonds have been satisfied and that the Bonds may be issued as Additional Obligations in accordance with that indenture satisfied; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“Account” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“Actual Costs” mean, with respect to Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements, the demonstrated, reasonable, allocable, and allowable costs of constructing such Neighborhood Improvement Area #6 Improvement or Neighborhood Improvement Area #7 Improvement, as specified in Certificate for Payment. Actual Costs may include (a) costs incurred in the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Neighborhood Improvement Area #6 Improvement or Neighborhood Improvement Area #7

Improvement, (b) costs incurred in preparing the construction plans for such Neighborhood Improvement Area #6 Improvement or Neighborhood Improvement Area #7 Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approval for such Neighborhood Improvement Area #6 Improvement or Neighborhood Improvement Area #7 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 Neighborhood Improvement Area #6 Improvement or Neighborhood Improvement Area #7 Improvement, (e) all labor, bonds, and material, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction, or implementation of such Neighborhood Improvement Area #6 Improvement or Neighborhood Improvement Area #7 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" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the additional interest rate not to exceed 0.50% charged on the Special Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

“Additional Obligations” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Special Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

“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 District, 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 District and preparing the assessment rolls, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the records of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments, including payments reallocations, and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the 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 Bonds, and (ix) administering the construction of the Neighborhood Improvement Area #6 Improvements and Neighborhood Improvement Area #7 Improvements. Administrative Expenses that are collected and not expensed in any year shall be carried

forwarded and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of Administrative Expenses.

“Administrative Fund” means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

“Administrator” means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“Annual Installment” means, with respect to each Assessed Parcel, each annual payment of the Special Assessments (including both principal of and interest on the Special Assessments) as shown on the Assessment Rolls attached to the Service and Assessment Plan as Appendix K as it relates to the Neighborhood Improvement Area #6 Improvements and Appendix L as it relates to the Neighborhood Improvement Area #7 Improvements; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Special Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Applicable Laws” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“Assessed Parcel” means each respective parcel of land located within Neighborhood Improvement Area #6 and/or Neighborhood Improvement Area #7 of the District against which a Special Assessment is levied by the Assessment Ordinance(s) in accordance with the Service and Assessment Plan.

“Assessed Property” means, collectively all of the Assessed Parcels.

“Assessment Ordinances” means, collectively: (i) Ordinance No. 2023-94 adopted by the City Council on August 8, 2023, that levied the Neighborhood Improvement Area #6 Assessments on the Assessed Parcels located in Neighborhood Improvement Area #6 and (ii) Ordinance No. 2024-_ adopted by the City Council on April 9, 2024, that levied the Neighborhood Improvement Area #7 Assessments on the Assessed Parcels located in Neighborhood Improvement Area #7.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

“Assessment Rolls” means, collectively, the Assessment Roll attached as Appendix K (with respect to Neighborhood Improvement Area #6) and Appendix L (with respect to Neighborhood Improvement Area #7) to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Special Assessments against each Assessed Parcel related to the Bonds and the Neighborhood Improvement Area #6 Improvements and Neighborhood Improvement Area #7 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

“Authorized Denomination” means $100,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond is less than $100,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including but not limited to the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements, and as described and listed in Section III of the Service and Assessment Plan.

“Bond” means any of the Bonds.

“Bond Counsel” means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Fund” means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

“Bond Ordinance” means Ordinance No. 2024-__ adopted by the City Council on April 9, 2024 authorizing the issuance of the Bonds pursuant to this Indenture.

“Bond Pledged Revenue Account” means the Account of such name established pursuant to Section 6.1.

“Bond Year” means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Bonds” means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project)”.

“Business Day” means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

“Capitalized Interest Account” means the Account of such name established pursuant to Section 6.1.

“Certificate for Payment” means a certificate substantially in the form of Exhibit A attached to the PID Reimbursement Agreement or otherwise approved by the Developer and the City Representative executed by a Person approved by the City Representative, delivered to the City

Representative and the Trustee specifying the amount of work performed and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in the PID Reimbursement Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by a City Representative and delivered to the Trustee.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent Special Assessment or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against each Assessed Parcel, including attorney's fees but excludes any amount collected as a Special Assessment or interest thereon.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means M/I Homes of DFW, LLC, a Delaware limited liability company, including its successors and assigns.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" shall have the meaning assigned to such term in Section 11.1(a) of this Indenture.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Special Assessments against any Assessed Parcel or Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Indenture" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bond" means the Initial Bond as set forth in Exhibit A to this Indenture.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing September 1, 2024.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further, such investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Master Developer" means Celina Development, LLC, a Texas limited liability company, including its successors and assigns.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Minor Amount Redemption" means a redemption pursuant to Section 4.4 of this Indenture, of a principal amount of Bonds that is less than 10% of the Outstanding principal amount of the Bonds.

"Neighborhood Improvement Area #6" means the sixth phase to be developed within the District and further identified and depicted in Appendix B-7 in the Service and Assessment Plan.

"Neighborhood Improvement Area #6 Assessment Ordinance" means Ordinance No. 2023-94 adopted by the City Council on August 8, 2023, that levied the Neighborhood Improvement Area #6 Assessments on the Assessed Parcels located in Neighborhood Improvement Area #6.

"Neighborhood Improvement Area #6 Assessments" means the aggregate assessments shown on the Neighborhood Improvement Area #6 Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel within the Neighborhood Improvement Area #6, as shown on the Neighborhood Improvement Area #6 Assessment Roll subject to: (a)

reallocation upon the subdivision of an Assessed Parcel within Neighborhood Improvement Area #6 or consolidation of multiple Assessed Parcels within Neighborhood Improvement Area #6, or (b) reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Neighborhood Improvement Area #6 Assessment Roll" means the assessment roll attached as Appendix K to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Neighborhood Improvement Area #6 Assessment against each Assessed Parcel within Neighborhood Improvement Area #6 related to the Bonds and the Neighborhood Improvement Area #6 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Neighborhood Improvement Area #6 Improvement Account" means the Account of the Project Fund of such name established pursuant to Section 6.1.

"Neighborhood Improvement Area #6 Improvements" means the Public Improvements which will benefit the Assessed Parcels located within Neighborhood Improvement Area #6 of the District, as more particularly described in Section III.H of the Service and Assessment Plan.

"Neighborhood Improvement Area #7" means the seventh phase to be developed within the District and further identified and depicted in Appendix B-8 in the Service and Assessment Plan.

"Neighborhood Improvement Area #7 Assessment Ordinance" means Ordinance No. 2024-__ adopted by the City Council on April 9, 2024, that levied the Neighborhood Improvement Area #7 Assessments on the Assessed Parcels located in Neighborhood Improvement Area #7.

"Neighborhood Improvement Area #7 Assessments" means the aggregate assessments shown on the Neighborhood Improvement Area #7 Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel within the Neighborhood Improvement Area #7, as shown on the Neighborhood Improvement Area #7 Assessment Roll, subject to: (a) reallocation upon the subdivision of an Assessed Parcel within Neighborhood Improvement Area #7 or consolidation of multiple Assessed Parcels within Neighborhood Improvement Area #7, or (b) reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Neighborhood Improvement Area #7 Assessment Roll" means the assessment roll attached as Appendix L to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Neighborhood Improvement Area #7 Assessment against each Assessed Parcel within Neighborhood Improvement Area #7 related to the Bonds and the Neighborhood Improvement Area #7 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Neighborhood Improvement Area #7 Improvement Account" means the Account of the Project Fund of such name established pursuant to Section 6.1.

"Neighborhood Improvement Area #7 Improvements" means the Public Improvements which will benefit the Assessed Parcels located within Neighborhood Improvement Area #7 of the District, as more particularly described in Section III.I of the Service and Assessment Plan.

"Outstanding" means, as of any particular date when used with reference to the Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been

canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Petitioner" means The George White Family Limited Partnership, a Texas limited partnership.

"PID Act" means Texas Local Government Code, Chapter 372, as amended.

"PID Reimbursement Agreement" means the "PID Reimbursement Agreement – Wells South" between the City and the Master Developer relating to the Bonds, dated as of December 7, 2015, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Public Improvements within Neighborhood Improvement Area #6 and Neighborhood Improvement Area #7 in the District, the issuance of bonds, the reimbursement of costs to the Master Developer from the proceeds of the Bonds for funds advanced by the Master Developer and used to pay costs of such Public Improvements and other matters related thereto.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds.

"Prepayment" means the payment of all or a portion of a Special Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of a Special Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly schedule Annual Installment.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Public Improvements" means the Authorized Improvements for which Special Assessments are levied against an Assessed Parcel that are designed, constructed, and installed in accordance with the Service and Assessment Plan or an Annual Service Plan Update for the benefit of the Assessed Parcels.

“Purchaser” means the initial purchaser of the Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Rebate Fund” means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

“Record Date” means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

“Redemption Fund” means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

“Redemption Price” means, when used with respect to any Bond or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds.

“Register” means the register specified in Article III of this Indenture.

“Reserve Account” means the Account of such name established pursuant to Section 6.1.

“Reserve Account Requirement” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date of the Bonds, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date of the Bonds, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is $___,___.__ which is an amount equal to [Maximum Annual Debt Service on the Bonds as of the Closing Date].

“Reserve Fund” means that fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

“Service and Assessment Plan” means the document, including the Assessment Rolls, as amended, including any Annual Service Plan Update, which is attached as an exhibit to the Neighborhood Improvement Area #7 Assessment Ordinance, as the same may be amended or updated from time to time.

“Sinking Fund Installment” means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“Special Assessments” means the aggregate Neighborhood Improvement Area #6 Assessments and Neighborhood Improvement Area #7 Assessments, as shown on the respective Assessment Rolls. The singular of such term means the assessment levied against an Assessed

Parcel, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Stated Maturity" means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Substantial Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of the Bonds that is greater than or equal to 10% of the Outstanding principal amount of such Bonds.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for federal income tax purposes.

"Trust Estate" means the Trust Estate described in Section 2.1 of this Indenture.

"Trustee" means U.S. Bank Trust Company, National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Granting Clauses

(a) In order to secure the payment of debt service on all Bonds, and the performance and observance by the City of all the covenants expressed or implied herein, the City does hereby grant to the Trustee, as good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a security interest in, mortgage, create a first lien on, and pledge to the Trustee, all of its right, title, and interest, whether now owned or hereafter acquired, in, to, and under the following (the "Trust Estate"):

(i) All Pledged Revenues and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

(ii) Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof.

(b) The Trustee shall have and hold the Trust Estate, whether now owned or hereafter acquired or received by the Trustee and its successors or assigns, in trust upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture. Provided, however, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or redemption price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and shall remain in full force and effect.

(c) Except as otherwise provided in the remaining provisions of this Indenture, nothing in this Section 2.1 shall prohibit the Trustee from bringing any actions or proceedings for the enforcement of the obligation of the City hereunder except that nothing in this Section shall prejudice the rights of the Trustee under Articles IX and XI hereof; provided further that the priority of payment and the source for the repayment of the debt service on the Bonds shall be subject to the terms as set forth herein, including without limitation Article VI herein; provided further that

the right to direct remedies following an Event of Default shall be limited to the Owners of the Bonds to the extent provided as set forth in Articles XI and XV herein.

(d) The Bonds are to be issued, registered, authenticated, and delivered, and the Trust Estate is to be held, dealt with and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Indenture.

Section 2.2. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected as of the Closing Date. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.3. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.4. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.5. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $_,___,___for the purposes of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying bond issuance costs related to the issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated May 9, 2024 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Closing Date of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2024 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Year	Principal Amount($)	Interest Rate (%)
20__	___,___	_.__
20__	___,___	_.__
20__	___,___	_.__
20__	___,___	_.__

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(i) certified copies of the Assessment Ordinances;

(ii) a certified copy of the Bond Ordinance;

(iii) a copy of the executed PID Reimbursement Agreement;

(iv) a copy of this Indenture executed by the Trustee and the City; and

(v) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the

Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary or Interim City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to hold such office before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary or Interim City Secretary, approved by the Attorney General, and registered and manually signed by the

Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged for other Bonds in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of

this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond redeemed in part.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with its records retention requirements.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in an Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or

the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 15, 20__*	

*Stated Maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 15, 20__*	

*Stated Maturity

(b) At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem the Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price for such Bonds.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part and in an amount and on any date specified in a City Certificate, at the Redemption Price of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture), or other transfers to the Redemption Fund under the terms of this Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture. The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of $1,000 or any integral multiple thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by $1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2, the Trustee may select Bonds in any method that results in a random selection.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond, as applicable, to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds, shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Outstanding Bonds are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of

redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed pursuant to Section 4.3 or 4.4 hereof on such date of redemption by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary or Interim City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(ii) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Neighborhood Improvement Area #6 Improvement Account;

(B) Neighborhood Improvement Area #7 Improvement Account; and

(C) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Reserve Account of the Reserve Fund: $__,_____;

(ii) to the Neighborhood Improvement Area #6 Improvement Account of the Project Fund: $__,_____;

(iii) to the Neighborhood Improvement Area #7 Improvement Account of the Project Fund: $__,_____;

(iv) to the Capitalized Interest Account of the Bond Fund: $__,_____;

(v) to the Costs of Issuance Account of the Project Fund: $__,_____; and

(vi) to the District Administration Account of the Administrative Fund: $__,_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds are Outstanding and beginning February 15, 2025, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to

pay debt service on the Bonds next coming due in such calendar year, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, if any, in accordance with Section 6.7(b) hereof, (iv) fourth, to pay other costs of the Neighborhood Improvement Area #6 Improvements and/or Neighborhood Improvement Area #7 Improvements, and (v) fifth, to pay other costs permitted by the PID Act.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and second, to the payment of principal (including any Sinking Fund Installments) on the Bonds, as described in Section 11.4(a) hereof.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in an account of the Reserve Fund and the other deposits described in (a) above, the City may direct the Trustee by City Certificate to apply Special Assessments for any lawful purposes permitted by the PID Act for which Special Assessments may be paid, including transfers to the Redemption Fund.

(g) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds less any amount to be used to pay the interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account, as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	**Amount**
March 1, 20__	_____
September 1, 20__	_____

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to either the Neighborhood Improvement Area #6 Improvement Account of the Project Fund or the Neighborhood Improvement Area #7 Improvement Account of the Project Fund, pursuant to directions provided in a City Certificate, or, if both the Neighborhood Improvement Area #6 Improvement Account and the Neighborhood Improvement Area #7 Improvement Account of the Project Fund have been closed as provided in Section 6.5(g) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof. Money on deposit in the Neighborhood Improvement Area #6 Improvement Account of the Project Fund shall only be used to pay Actual Costs of the Neighborhood Improvement Area #6 Improvements and money on deposit in the Neighborhood Improvement Area #7 Improvement Account of the Project Fund shall only be used to pay Actual Costs of Neighborhood Improvement Area #7 Improvements.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates.

(c) Disbursements from the Neighborhood Improvement Area #6 Improvement Account of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certificate for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. Disbursements from the Neighborhood Improvement Area #7 Improvement Account of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certificate for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Neighborhood Improvement Area #6 Improvement Account and the Neighborhood Improvement Area #7 Improvement Account shall be pursuant to and accordance with the disbursement procedures described in the PID Reimbursement Agreement or as provided in such written direction. Such provisions and procedures related to such disbursement contained in the PID Reimbursement Agreement, and

no other provisions of the PID Reimbursement Agreement, are herein incorporated by reference and deemed set forth herein in full.

(d) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Neighborhood Improvement Area #6 Improvement Account of the Project Fund are not expected to be expended for purposes of the Neighborhood Improvement Area #6 Improvement Account of the Project Fund due to the abandonment, or constructive abandonment, of the Neighborhood Improvement Area #6 Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Neighborhood Improvement Area #6 Improvement Account of the Project Fund will ever be expended for the purposes of the Neighborhood Improvement Area #6 Improvement Account of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Neighborhood Improvement Area #6 Improvement Account of the Project Fund that are not expected to be used for purposes of the Neighborhood Improvement Area #6 Improvement Account of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Neighborhood Improvement Area #6 Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(e) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Neighborhood Improvement Area #7 Improvement Account of the Project Fund are not expected to be expended for purposes of the Neighborhood Improvement Area #7 Improvement Account of the Project Fund due to the abandonment, or constructive abandonment, of the Neighborhood Improvement Area #7 Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Neighborhood Improvement Area #7 Improvement Account of the Project Fund will ever be expended for the purposes of the Neighborhood Improvement Area #7 Improvement Account of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Neighborhood Improvement Area #7 Improvement Account of the Project Fund that are not expected to be used for purposes of the Neighborhood Improvement Area #7 Improvement Account of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Neighborhood Improvement Area #7 Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(f) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(g) Upon the filing of a City Certificate stating that all Neighborhood Improvement Area #6 Improvements have been completed and that all Actual Costs of the Neighborhood Improvement Area #6 Improvements have been paid, or that any such Actual Costs of the Neighborhood Improvement Area #6 Improvements are not required to be paid from the Neighborhood Improvement Area #6 Improvement Account of the Project Fund pursuant to a Certificate for Payment, or written direction from the City or its designee, the Trustee (i) shall transfer the amount, if any, remaining within the Neighborhood Improvement Area #6 Improvement Account of the Project Fund to the Principal and Interest Account of the Bond Fund and (ii) shall close the Neighborhood Improvement Area #6 Improvement Account of the Project Fund. Upon the filing of a City Certificate stating that all Neighborhood Improvement Area #7 Improvements have been completed and that all Actual Costs of the Neighborhood Improvement Area #7 Improvements have been paid, or that any such Actual Costs of the Neighborhood Improvement Area #7 Improvements are not required to be paid from the Neighborhood Improvement Area #7 Improvement Account of the Project Fund pursuant to a Certificate for

Payment or written direction from the City or its designee, the Trustee (i) shall transfer the amount, if any, remaining within the Neighborhood Improvement Area #7 Improvement Account of the Project Fund to the Principal and Interest Account of the Bond Fund and (ii) shall close the Neighborhood Improvement Area #7 Improvement Account of the Project Fund. If both the Neighborhood Improvement Area #6 Improvement Account and the Neighborhood Improvement Area #7 Improvement Account have been closed pursuant to the provisions of this Section and the Cost of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(h), the Project Fund shall be closed.

(h) Not later than six months following the Closing Date, or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account of the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate from the deposits described in Sections 6.2 and Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund, as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2025, an amount equal to the Additional Interest collected, if any, as shown in the Neighborhood Improvement Area #6 Assessment Roll and the Neighborhood Improvement Area #7 Assessment Roll attached to the Service and Assessment Plan or an Annual Service Plan Update, until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to

Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Rolls in the Service and Assessment Plan or an Annual Service Plan Update unless and until it receives a City Certificate directing that a different amount be used.

(c) Whenever a transfer is made from the Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds to be redeemed, as identified in a City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within 30 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to a specified Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the Closing Date, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond

Fund, and second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay the Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions contained in any City Certificate and to insure that an investment it is directed to purchase is a permitted investment pursuant to the terms of this Indenture. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City and the Administrator monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder;

and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Special Assessments.

The City hereby confirms, covenants, and agrees that the Special Assessments to be collected from the Assessed Parcels in Neighborhood Improvement Area #6 and in Neighborhood Improvement Area #7 are as so reflected in the Service and Assessment Plan (as it may be updated from time to time), and, in accordance with the Assessment Ordinances, it has levied the Special Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Special Assessments.

(a) For so long as any Bonds are Outstanding and/or amounts are due the Developer to reimburse it for its funds it has contributed to pay costs of the Neighborhood Improvement Area #6 Improvements or the Neighborhood Improvement Area #7 Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Special Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Special Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Special Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, and except as set forth in Section 13.2 hereof the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and Refunding Bonds, if any, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, except for other indebtedness incurred in compliance with Section 13.2 hereof.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Neighborhood Improvement Area #6 Improvements or the Neighborhood Improvement Area #7 Improvements remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Special Assessments. The Trustee and Owners of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than 30 days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

> "*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.
>
> *"Code"* means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.
>
> *"Computation Date"* has the meaning set forth in Section 1.148-1(b) of the Regulations.
>
> *"Gross Proceeds"* means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.
>
> *"Investment"* has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Special Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Special Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, 100% of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, 90% of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within 180 days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, or City Secretary or Interim City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to

the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinances, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent /Registrar for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the District Administration Account of the Administrative Fund, and to the extent money in the District Administration Account is insufficient, from the Pledged Revenue Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed by it with due care.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct, both before and after default by the City. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence,

furnishing or use of the Neighborhood Improvement Area #6 Improvements or the Neighborhood Improvement Area #7 Improvements.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least a majority of the aggregate principal amount of Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate Outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) the City, so long as the City is not in default under this Indenture. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate Outstanding principal of the Bonds.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 25% of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Unless such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds, in accordance with the immediately preceding paragraph.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or

of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the

express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Owners of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to provide for the issuance of Additional Obligations or Refunding Bonds, as set forth in Section 13.2 hereof; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

(c) Any modification or amendment made pursuant to Section 10.1(b) shall not be subject to the notice procedures specified in Section 10.3 below.

(d) Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment or supplement: (i) is permitted under Applicable Laws and the provisions of this Indenture in effect after taking into account the proposed amendment or supplement; (ii) will not adversely affect the interest of the Owners in any material respect without the consent of the Owners; provided, however, that the issuance of Additional Obligations and/or Refunding Bonds in accordance with the provisions of Section 13.2 hereof is deemed to not be a material adverse effect for purposes of such opinion; and (iii) will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation, which may be included in an opinion provided in accordance with the provisions of Section 10.1(d) hereof. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period, provided however, that the Trustee during such sixty day period and an such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action take or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all

Owners of Outstanding Bonds shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default.

With the written consent of at least a majority of the Owners in aggregate principal amount of the Bonds then Outstanding, the Owners may waive non-compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Special Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within 30 days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of 90 days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at

any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for 90 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his, or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within 10 days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such

instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Special Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations; Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds issued in accordance with this Section, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(c) Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues or by other assessments levied against the Assessed Property so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

(d) Notwithstanding anything to the contrary herein, no Refunding Bonds, Additional Obligations, or subordinate obligations may be issued by the City unless: (1) the principal (including sinking fund installments) of such Refunding Bonds, Additional Obligations, or subordinate obligations are scheduled to mature on September 1 of the years in which principal is schedule to mature, and (2) the interest on such Refunding Bonds, Additional Obligations or

subordinate obligations must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain the same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the

principal of and interest to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant or other authorized third-party selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Celina, Texas 142 North Ohio Street Celina, Texas 75009 Attn: City Manager
If to the Trustee or the Paying Agent/Registrar:	U.S. Bank Trust Company, National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided,

however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original. The City and the Trustee agree that electronic signatures to this Indenture may be regarded as original signatures.

Section 15.10. Statutory Verifications.

The Trustee makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.

(a) Not a Sanctioned Company. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____,
Mayor

Attest:

_____
Interim City Secretary

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20___	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2024, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S.

Bank Trust Company, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated May 9, 2024 issued in the aggregate principal amount of $_,____,____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of May 1, 2024 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs related to the issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money

and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $100,000 and any multiple of $1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 15, 20__*	

*Stated Maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 15, 20__*	

*Stated Maturity

At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to

the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions of the Indenture and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem the Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, and in an amount and on a date specified in a City Certificate at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, pursuant to the provisions of the Indenture from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders

of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

_____
Mayor, City of Celina, Texas

_____
[Interim City Secretary][City Secretary], City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____
_____
_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Amount ($) Interest Rate (%)

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B

BOND PURCHASE AGREEMENT

$7,680,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

BOND PURCHASE AGREEMENT

April 9, 2024

City of Celina
142 North Ohio St.
Celina, Texas 75009

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Celina, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein), between the City and U.S. Bank Trust Company, National Association as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[_____] aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project)" (the "Bonds"), at a purchase price of $[_____] (representing the aggregate principal amount of the Bonds, [less an original issue discount of $[_____]] and less an Underwriter's discount of $[_____]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the

Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Neighborhood Improvement Area #6 Improvements and Neighborhood Improvement Area #7 Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated May 9, 2024, and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on May 9, 2024 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on April 9, 2024 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of May 1, 2024, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the Trust Estate (as defined in the Indenture) consisting primarily of revenue from (i) special assessments (the "Neighborhood Improvement Area #6 Assessments") levied pursuant to a separate ordinance adopted by the City Council on August 8, 2023 (the "Neighborhood Improvement Area #6 Assessment Ordinance") against assessable property (the "Neighborhood Improvement Area #6 Assessed Property") located within Neighborhood Improvement Area #6 (as defined in the Indenture) and (ii) special assessments (the "Neighborhood Improvement Area #7 Assessments" and together with the Neighborhood Improvement Area #6 Assessments, the "Special Assessments") levied pursuant to a separate ordinance adopted by the City Council on April 9, 2024 (the "Neighborhood Improvement Area #7 Assessment Ordinance" and together with the Neighborhood Improvement Area #6 Assessment Ordinance, the "Assessment Ordinances" or individually, the "Assessment Ordinance") against assessable property (the "Neighborhood Improvement Area #7 Assessed Property" and together with the Neighborhood Improvement Area #6 Assessed Property, the "Assessed Property"), located within Neighborhood Improvement Area #7 (as defined in the Indenture) of the Wells South Public Improvement District (the "District") all to the extent and

upon the conditions described in the Indenture. The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on July 14, 2015, in accordance with the Act. The original service and assessment plan for the District was approved on December 7, 2015 and was most recently amended and restated by the City on April 9, 2024 (the "Service and Assessment Plan"). The Creation Resolution, the Assessment Ordinance, the Bond Ordinance and the Indenture are collectively referred to herein as the "Authorizing Documents."

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes described in the Limited Offering Memorandum under "PLAN OF FINANCE — The Bonds" and shall be generally applied as described in the Limited Offering Memorandum under "SOURCES AND USES OF FUNDS."

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before the third (3rd) business day prior to the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B (the "Issue Price Certificate"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor (defined below) and any notice or report to be provided to the City may be provided to the Financial Advisor or to Bond Counsel.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. The City will treat the first price at which 10% of each maturity of the Bonds is sold to the public as of the sale date as the issue price of that maturity (the "10% test"). At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the Issue Price Certificate the first price at which the Underwriter has sold to the public each maturity of Bonds, and shall identify to the City on Schedule A to the Issue Price Certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party to an underwriter;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [March 26], 2024 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or

attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed "final" by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will promptly notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires

preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps of the District therein or under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaption "— Prior Bond Issuances" and "— The Bonds"), "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "THE NEIGHBORHOOD IMPROVEMENT AREA #6 IMPROVEMENTS," "THE NEIGHBORHOOD IMPROVEMENT AREA #7 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPERS," "THE PID ADMINISTRATOR," "APPRAISAL," "BONDHOLDERS' RISKS" (only as it pertains to the Master Developer, the Neighborhood Improvement Areas #5-7 Developer, Neighborhood Improvement Area #6 Improvements, Neighborhood Improvement Area #7 Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Master Developer" and "— Litigation – The Neighborhood Improvement Areas #5-7 Developer," "CONTINUING DISCLOSURE — The Neighborhood Improvement Areas #5-7 Developer" and "— The Neighborhood Improvement Areas #5-7 Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "APPENDIX E-2" and "APPENDIX G." If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the PID Reimbursement Agreement Wells South effective December 7, 2015 (the "PID Reimbursement Agreement"), executed and delivered by the City and Celina Development, LLC, a Texas limited liability company (the "Master Developer");

(4) the Amended and Restated Development Agreement (Wells South Tract) 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 (the "City Development Agreement"); and

(5) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of May 1, 2024 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent.

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the PID Reimbursement Agreement, (4) the City Development Agreement, (5) the Continuing Disclosure Agreement of the Issuer, (6) the Limited Offering Memorandum and (7) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (7) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be

performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Special Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Special Assessments. The Special Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Neighborhood Improvement Area #6 Assessment Roll and Neighborhood Improvement Area #7 Assessment Roll (as defined in the Indenture). According to the Act, such Special Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Special Assessments which secure the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements

therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

r. Financial Advisor. The City has engaged Hilltop Securities Inc. as its financial advisor (the "Financial Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developers' Letter of Representations. The City and Underwriter shall receive the following:

a. at the signing of this Agreement, from the Master Developer an executed Hillwood Developer Entities Letter of Representations, in the form of Appendix A-1 hereto, and from M/I Homes of DFW, LLC, a Delaware limited liability company (the "Neighborhood Improvement Areas #5-7 Developer") an executed Neighborhood Improvement Areas #5-7 Developer Letter of Representations, in the form of Appendix A-2 hereto (collectively referred to herein as the "Developers' Letter of Representations"); and

b. at the Closing, a certificate signed by the Master Developer, Lilyana Pod Phases, LLC, a Texas limited liability company (the "Original Neighborhood Improvement Areas #5-7 Developer") and HWC Development Management Services, L.P., a Texas limited partnership (the "Neighborhood Improvement Areas #5-7 Fee Developer") (collectively referred to herein as the "Hillwood Developer Entities") and a certificate signed by the Neighborhood Improvement Areas #5-7 Developer as set forth in Section 10(e) hereof (collectively referred to herein as the "Developers' Closing Certificates").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developers' Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing:

(i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter;

(ii) the Authorizing Documents shall be in full force and effect;

(iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents;

(iv) there shall be in full force and effect such other resolutions or actions of

(1) the Master Developer as, in the opinion of Shupe Ventura, PLLC ("Master Developer's Special Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Master Developer described in the Hillwood Developer Entities Letter of Representations, the City Development Agreement and the PID Reimbursement Agreement, collectively, the "Master Developer Documents") and

(2) the Master Developer, the Original Neighborhood Improvement Areas #5-7 Developer, the Neighborhood Improvement Areas #5-7 Fee Developer as, in the opinion of Haynes and Boone, LLP (in its capacity as the "Hillwood Developer Entities Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of each of the Hillwood Development Entities described in the Hillwood Developer Entities Letter of Representations, the Master Developer Documents, the Contract of Sale between the Original Neighborhood Improvement Areas #5-7 Developers, as successor in interest to the Master Developer, and the Neighborhood Improvement Areas #5-7 Developer, (the "Phases 5-7 Contract of Sale"), the Development and Easement Agreement between the Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Developer (the "Phases 5-7 Development Agreement") and the Transaction Services Agreement between the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer (collectively, the "Hillwood Developer Entities Documents").

(v) there shall be in full force and effect such other resolutions or actions of the Neighborhood Improvement Areas #5-7 Developer as, in the opinion of either Haynes and Boone, LLP (in its capacity as the "Neighborhood Improvement Areas #5-7 Developer's Counsel"), or Vorys, Sater, Seymour and Pease LLP ("Neighborhood Improvement Areas #5-7 Developer's Special Counsel") shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Neighborhood Improvement Areas #5-7 Developer described in the Neighborhood Improvement Areas #5-7 Developer's Letter of Representations, the Phases #5-7 Contract of Sale Contract, the Phases 5-7 Development Agreement, the Transaction Services Agreement and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of May 1, 2024, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent (the "Continuing Disclosure Agreement of the Developer" and, together with the Neighborhood Improvement Areas #5-7 Developer's Letter of Representations, the Phases 5-7 Sale Contract, Neighborhood Improvement Areas #5-7 Development Agreement, the "Neighborhood Improvement Ares #5-7 Developer Documents") and

(vi) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Master Developer Documents, the Neighborhood Improvement Ares #5-7 Developer Documents or other documents relating to the financing and construction of the Neighborhood Improvement Area #6 Improvements and Neighborhood Improvement Area #7 Improvements, and the Development (as defined in the Limited Offering Memorandum), and the Neighborhood Improvement Ares #5-7 Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Neighborhood Improvement Ares #5-7 Developer to pay the Special Assessments when due.

d. Closing Documents. At or prior to the Closing, the Underwriter or Underwriter's Counsel shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(i) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either the House or the Senate thereof, or

legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either the House or the Senate of the Congress of the United States by a Committee of such the House or the Senate to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

(ii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture need to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(iii) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(iv) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions

affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(v) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(vi) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(vii) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Special Assessments to pay principal of and interest on the Bonds; or

(viii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(ix) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(x) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(xi) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(xii) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(xiii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(xiv) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (viii), (xiii) and (xiv) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing therein under the captions and subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Special Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only), "— Legal Opinions," "CONTINUING DISCLOSURE —

The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinances (including approving the Service and Assessment Plan) and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the City Development Agreement, the PID Reimbursement Agreement, the Continuing Disclosure Agreement of the Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel, Neighborhood Improvement Areas #5-7 Developer's Counsel, Master Developer's Special Counsel, and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion(s) of Developers' Counsel. (i) An opinion of Hillwood Developer Entities' Counsel, substantially in the form of Appendix D-1 hereto, dated the Closing Date, (ii) an opinion of Master Developer's Special Counsel, substantially in the form of Appendix D-2 hereto, dated the Closing Date, (iii) an opinion of Neighborhood Improvement Areas #5-7 Developer's Corporate Counsel, substantially in the form of Appendix D-3 hereto, dated the Closing Date, (iv) an opinion of Neighborhood Improvement Areas #5-7 Developer's Special Counsel, substantially in the form of Appendix D-4 hereto, dated the Closing Date, and (v) an opinion of Neighborhood Improvement Areas #5-7 Developer's Counsel, substantially in the form of Appendix D-5 hereto, dated the Closing Date, each of which shall be addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee. Such opinions shall be in

substantially such forms unless the City and the Underwriter mutually agree upon changes thereto.

e. Developers' Closing Certificates. The Hillwood Developer Entities Closing Certificate and the Neighborhood Improvement Areas #5-7 Developer Closing Certificate, dated as of the Closing Date, signed by authorized officers of the Hillwood Developer Entities or the Neighborhood Improvement Areas #5-7 Developer, respectively, in substantially the form of Appendix E-1 and Appendix E-2 hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Special Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms;

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act, as amended;

(ii) The Continuing Disclosure Agreement of the Issuer, together with Section 10(o) hereof and Section [__] of the Bond Ordinance satisfies the requirements contained in Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission for an undertaking by the City for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, below; and

(iii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Norton Rose Fulbright US LLP, as bond counsel, Hilltop Securities Inc., as financial advisor, the public improvement district administrator, the Master Developer and its engineers, the Neighborhood Improvement Areas #5-7 Developer and its engineers, and the Neighborhood Improvement Areas #5-7 Fee Developer, and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement, and, with respect to the Limited Offering Memorandum, did not extend beyond its date), and in reliance thereon, on oral and written statements and representations of the City, the Master Developer, the Neighborhood Improvement Areas #5-7 Developer, the

Neighborhood Improvement Areas #5-7 Fee Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents, the Hillwood Developer Documents (which includes the Master Developer Documents) and Neighborhood Improvement Areas #5-7 Developer Documents. The City Documents, the Hillwood Developer Documents and Neighborhood Improvement Areas #5-7 Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Neighborhood Improvement Areas #5-7 Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in Neighborhood Improvement Area #6 and Neighborhood Improvement Area #7 of the District dated February 15, 2024.

q. Letter of Representation of PID Administrator. Letter of Representation of PID Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Assessment Ordinances. Evidence that (i) the Neighborhood Improvement Area #6 Assessment Ordinance, including the legal description of the property within Neighborhood Improvement Area #6, the Neighborhood Improvement Area #6 Assessment Roll and (ii) the Neighborhood Improvement Area #7 Assessment Ordinance, including the legal description of the property within Neighborhood Improvement Area #7, the Neighborhood Improvement Area #7 Assessment Roll, and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed, have been filed of record in the real property records of Collin County, Texas.

s. Hillwood Developer Entities Organizational Documents. Each of the Hillwood Developer Entities shall have delivered to the Underwriter and the City, (i) fully executed copies of the Hillwood Developer Entities organizational documents, (ii) a Certificate of Status from the Texas Secretary of State and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Hillwood Developer Entities.

t. Neighborhood Improvement Areas #5-7 Developer Organizational Documents. Neighborhood Improvement Areas #5-7 Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Neighborhood Improvement Areas #5-7 Developer organizational documents, (ii) a Certificate of Status from the Texas Secretary of State and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Neighborhood Improvement Areas #5-7 Developer.

u. Rule 15c2-12 Certification. A resolution, an ordinance (including the Bond Ordinance) or a certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Section (b)(1) of Rule 15c2-12 in connection with the offering of the Bonds, which action may be based on the approval of the release of the Preliminary Limited Offering Memorandum by an authorized City official (if such official has been duly authorized to take such action by the City Council), or certification, if made in the form of a certificate, may be included in the City Certificate required by Section 10(f) hereof.

v. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City and the Neighborhood Improvement Areas #5-7 Developer have engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

w. BLOR. A copy of the Blanket Issuer Letter of Representation to DTC relating to the Bonds and signed by the City.

x. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion and the opinion of Bond Counsel described in Section 10(a) hereof.

12. Term of Agreement. Except for surviving representations, warranties, and indemnities of the parties to this Agreement, the term of this Agreement terminates upon the "end of the underwriting period" (as defined in Rule 15c2-12) or, if earlier, exercise of a termination right (which may not be based on an existing or incipient breach of a verification).

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Master Developer's Counsel, Master Developer's Special Counsel, the Neighborhood Improvement Areas #5-7 Developer's Counsel, the Neighborhood Improvement Areas #5-7 Developer's Special Counsel and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City, the Master Developer or the Neighborhood Improvement Areas #5-7 Developer, including but not limited to the fees and expenses of the Appraiser and the PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Section 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation ("Texas MAC") whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 North Ohio Street, Celina, Texas 75009, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Mr. R.R. "Tripp" Davenport, III, Director.

15. Parties in Interest; Survival of City Representations. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and covenants contained in this Agreement shall remain operative and in full force and effect and survive delivery of and payment for the Bonds and any termination, regardless of any investigations made by or on behalf of the Underwriter.

16. Survival of Representations and Warranties of Third Parties. All representations and warranties of the parties (other than the City and the Underwriter) made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Statutory Verifications. The Underwriter makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Underwriter and each of its parent company, wholly- or

majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

23. Form 1295. Submitted herewith (or on a date prior hereto) is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

24. Attorney General Standing Letter. The Underwriter represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter addressing the representation and verifications contained in Section 22 of this Agreement in a form accepted by the Texas Attorney General. In addition, if the Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Underwriter receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), such Underwriter shall promptly notify the City and Bond Counsel (if it has not already done so) and provide to the City or Bond Counsel, two business days prior to Closing and additionally upon request by the City or Bond Counsel, written verification to the

effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Underwriter (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

City of Celina, Texas

By: _____
Mayor

SCHEDULE I

$7,680,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

Dated Date: May 9, 2024
Interest Accrues From: Date of Delivery

$[_____] [_____%] Term Bonds, Due September 1, 20[__], Priced to Yield [_____%] [(a) (b) (c)(d)]

$[_____] [_____%] Term Bonds, Due September 1, 20[__], Priced to Yield [_____%] [(a) (b) (c)(d)]

(a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.

(b) The Bonds maturing on or after September 1, 20__ may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20__ such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed of redemption.

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedules.

$_____ Term Bonds Maturing September 1, 20[ ]

Mandatory Sinking Fund Redemption Date	Sinking Fund Installment	Mandatory Sinking Fund Redemption Date	Sinking Fund Installment
September 1, 20__	$	September 1, 20__	$
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__†	

† Stated Maturity

$_____ Term Bonds Maturing September 1, 20[ ]

Mandatory Sinking Fund Redemption Date	Sinking Fund Installment	Mandatory Sinking Fund Redemption Date	Sinking Fund Installment
September 1, 20__	$	September 1, 20__	$
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__†	

† Stated Maturity

[Remainder of this page intentionally left blank.]

APPENDIX A-1

FORM OF DEVELOPERS' LETTER OF REPRESENTATIONS

$7,680,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

HILLWOOD DEVELOPER ENTITIES
LETTER OF REPRESENTATIONS

April 9, 2024

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase the $7,680,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project) (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, Celina Development, LLC, a Texas limited liability company (the "Master Developer"), Lilyana Pod Phases, LLC, a Texas limited liability company (the "Original Neighborhood Improvement Areas #5-7 Developer") and HWC Development Management Services, L.P., a Texas limited partnership (the "Neighborhood Improvement Areas #5-7 Fee Developer," and together with the Master Developer and the Original Neighborhood Improvement Areas #5-7 Developer referred to collectively as the "Hillwood Developer Entities") make the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Hillwood Developer Entities Letter of Representations (this "Developer Letter of Representations") will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Hillwood Developer Entities understand, and hereby confirm, that the Underwriter is not acting as a fiduciary of the Hillwood Developer Entities, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Hillwood Developer Entities become aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Hillwood Developer Entities will notify the Underwriter and the City (and for the purposes of this clause provide the Underwriter and the City with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Hillwood Developer Entities in accordance with the Bond Purchase Agreement, the Hillwood Developer Entities make no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except under the subcaptions "— Prior Bond Issuances" and "— The Bonds") "THE NEIGHBORHOOD IMPROVEMENT AREA #6 IMPROVEMENTS," "THE NEIGHBORHOOD IMPROVEMENT AREA #7 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPERS" (except for the information under the subcaption "— Description of the Neighborhood Improvement Areas #5-7 Developer"), and, to the Hillwood Developer Entities' knowledge after due inquiry, under the subcaptions "BONDHOLDERS' RISKS" (only as it pertains to the Master Developer, the Neighborhood Improvement Area #6 Improvements, the Neighborhood Improvement Area #7 Improvements, and the Development), and "LEGAL MATTERS — Litigation — The Master Developer," and "APPENDIX F" (collectively, the "Hillwood Developer Entities' Disclosures") in accordance with subsection 4(f) herein.

3. Hillwood Developer Entities' Documents. The Hillwood Developer Entities have executed and delivered, jointly or separately as applicable, each of the below listed documents (individually, a "Hillwood Developer Entity Document" and collectively, the "Hillwood Developer Entities' Documents") in the capacity provided for in each such Hillwood Developer Entity Document, and each such Hillwood Developer Entity Document constitutes a valid and binding obligation of the respective Hillwood Developer Entity, enforceable against each of the Hillwood Developer Entities in accordance with its terms:

a. this *Developer Letter of Representations*; and

b. the *Amended and Restated Development Agreement (Wells South Tract)* 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

c. the *PID Reimbursement Agreement – Wells South* effective December 7, 2015 executed and delivered by the City and the Master Developer; and

d. the *Contract of Sale* dated July 6, 2021, between the Original Neighborhood Improvement Areas #5-7 Developer, as successor in interest to the Master Developer, and the Neighborhood Improvement Areas #5-7 Developer, as amended on July 26, 2021, July 30, 2021, August 3, 2021, August 4, 2021, and August 31, 2022; and

e. the *Development and Easement Agreement*, dated September 1, 2021, between the Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Developer; and

f. the *Transaction Services Agreement*, dated September 1, 2021, between the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer.

The Hillwood Developer Entities have complied in all material respects with all of the Hillwood Developer Entities' respective agreements and covenants and satisfied all conditions required to be complied with or satisfied by each respective Hillwood Developer Entity under the respective Hillwood Developer Entity Documents on or prior to the date hereof.

4. Hillwood Developer Entities' Representations, Warranties and Covenants. The Hillwood Developer Entities represent, warrant, and covenant to the City and the Underwriter that:

a. Due Organization and Existence. Each Hillwood Developer Entity is a duly formed and validly existing limited partnership under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of each Hillwood Developer Entity (the "Hillwood Developer Entities' Organizational Documents") provided to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Hillwood Developer Entities Documents by the Hillwood Developer Entities do not violate any judgment, order, writ, injunction or decree binding on the Hillwood Developer Entities or any indenture, agreement, or other instrument to which the Hillwood Developer Entities, individually or jointly, are a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against any of the Hillwood Developer Entities that are either not covered by insurance or which singularly or collectively would have a

material, adverse effect on the ability of the Hillwood Developer Entities to perform their respective obligations under the Hillwood Developer Entities Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Hillwood Developer Entities to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Hillwood Developer Entities represent and warrant that the information set forth in the Hillwood Developer Entities Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Hillwood Developer Entities agree to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Hillwood Developer Entities under any of the Hillwood Developer Entities' Documents, any documents to which the Hillwood Developer Entities, individually or jointly, are a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Authorized Improvements to which the Hillwood Developer Entities, individually or jointly, are a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Hillwood Developer Entities has occurred and is continuing.

h. Statutory Verifications. The Hillwood Developer Entities make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"). As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Hillwood Developer Entities within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of the Bond Purchase Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of the Bond Purchase Agreement, notwithstanding anything in the Bond Purchase Agreement to the contrary.

i. Not a Sanctioned Company. The Hillwood Developer Entities represent that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Hillwood Developer Entities and each of its parent company, wholly- or majority-owned subsidiaries, and other

affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

ii. No Boycott of Israel. The Hillwood Developer Entities hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of the Bond Purchase Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

iii. No Discrimination Against Firearm Entities. The Hillwood Developer Entities hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Bond Purchase Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

iv. No Boycott of Energy Companies. The Hillwood Developer Entities hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Bond Purchase Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

5. Indemnification.

a. The Hillwood Developer Entities will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Hillwood Developer Entities' Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Hillwood Developer Entities, or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Hillwood Developer Entities and their successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[*Signature page follows.*]

Dated: April 9, 2024

HILLWOOD DEVELOPER ENTITIES:

MASTER DEVELOPER:

CELINA DEVELOPMENT, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

ORIGINAL NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER

LILYANA POD PHASES, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

NEIGHBORHOOD IMPROVEMENT AREAS #5-7 FEE DEVELOPER:

HWC DEVELOPMENT MANAGEMENT SERVICES, L.P.
a Texas limited partnership

By: _____

Name: _____

Title: _____

APPENDIX A-2

FORM OF DEVELOPERS' LETTER OF REPRESENTATIONS

$7,680,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER LETTER OF REPRESENTATIONS

April 9, 2024

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $7,680,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, M/I Homes of DFW, LLC, a Delaware limited liability company (the "Neighborhood Improvement Areas #5-7 Developer"), makes the representations, warranties, and covenants contained in this Neighborhood Improvement Areas #5-7 Developer Letter of Representations (the "Developer Letter of Representations"). Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

(a) Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Neighborhood Improvement Areas #5-7 Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the

Neighborhood Improvement Areas #5-7 Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

(b) Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Neighborhood Improvement Areas #5-7 Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Neighborhood Improvement Areas #5-7 Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Neighborhood Improvement Areas #5-7 Developer in accordance with the Bond Purchase Agreement, the Neighborhood Improvement Areas #5-7 Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE – Development Plan" (except the first paragraph under the subcaption "— Overview," and including only information relating to the Neighborhood Improvement Areas #5-7 Developer, Neighborhood Improvement Area #6, the Neighborhood Improvement Area #6 Improvements, Neighborhood Improvement Area #7, and the Neighborhood Improvement Area #7 Improvements under such subcaption), "The Development Agreements — *The Phases 5-7 Development Agreement*," "— Status of Home Construction in the District – *Neighborhood Improvement Areas #5-7*," "THE NEIGHBORHOOD IMPROVEMENT AREA #6 IMPROVEMENTS," "THE NEIGHBORHOOD IMPROVEMENT AREA #7 IMPROVEMENTS," "THE DEVELOPMENT — Development Plan – The District" (only information relating to the Neighborhood Improvement Areas #5-7 Developer, Neighborhood Improvement Area #6, the Neighborhood Improvement Area #6 Improvements, Neighborhood Improvement Area #7, and the Neighborhood Improvement Area #7 Improvements under such subcaption), " — Development Plan – *The District*," " — Development Plan – *The Major Improvement Area and the Neighborhood Improvement Areas*," "THE DEVELOPERS — Description of the Neighborhood Improvement Areas #5-7 Developer," and "— History and Financing of the District – *Sale of Phases 5, 6 and 7*" and "— History and Financing of the District — *Neighborhood Improvement Areas #5-7 Development Financing*," and, to the Neighborhood Improvement Areas #5-7 Developer's knowledge after due inquiry, under the subcaptions "BONDHOLDERS' RISKS" (only as it pertains to the Neighborhood Improvement Areas #5-7 Developer, the Neighborhood Improvement Area #6 Improvements, the Neighborhood Improvement Area #7 Improvements, and the Development), "LEGAL MATTERS — Litigation — The Neighborhood Improvement Areas #5-7 Developer," and "CONTINUING DISCLOSURE – The Neighborhood Improvement Areas #5-7 Developer" and "— The

Neighborhood Improvement Areas #5-7 Developer's Compliance with Prior Undertakings" and "APPENDIX E-2" (collectively, the "Neighborhood Improvement Areas #5-7 Developer Disclosures") in accordance with subsection 4(f) herein.

(c) Neighborhood Improvement Areas #5-7 Developer Documents. The Neighborhood Improvement Areas #5-7 Developer has executed and delivered (or has been assigned in full) each of the below listed documents (individually, a "Neighborhood Improvement Areas #5-7 Developer Document" and collectively, the "Neighborhood Improvement Areas #5-7 Developer Documents") in the capacity provided for in each such Neighborhood Improvement Areas #5-7 Developer Document, and each such Neighborhood Improvement Areas #5-7 Developer Document constitutes a valid and binding obligation of the Neighborhood Improvement Areas #5-7 Developer, enforceable against the Neighborhood Improvement Areas #5-7 Developer in accordance with its terms:

a. this Developer Letter of Representations;

b. the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of May 1, 2024, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent;

c. the Contract of Sale dated July 6, 2021, between Lilyana POD Phases, LLC, a Texas limited liability company (the "Original Neighborhood Improvement Areas #5-7 Developer"), as successor in interest to the Celina Development, LLC, a Texas limited liability company, and the Neighborhood Improvement Areas #5-7 Developer, as amended on July 26, 2021, July 30, 2021, August 3, 2021, August 4, 2021, and August 31, 2022;

d. the Development and Easement Agreement, dated September 1, 2021, between the Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Developer; and

e. the Transaction Services Agreement, dated September 1, 2021, between the Neighborhood Improvement Areas #5-7 Developer and HWC Development Management Services, L.P., a Texas limited partnership.

The Neighborhood Improvement Areas #5-7 Developer has complied in all material respects with all of the Neighborhood Improvement Areas #5-7 Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Neighborhood Improvement Areas #5-7 Developer under the Neighborhood Improvement Areas #5-7 Developer Documents on or prior to the date hereof.

(d) Neighborhood Improvement Areas #5-7 Developer Representations, Warranties and Covenants. The Neighborhood Improvement Areas #5-7 Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. M/I Homes of DFW, LLC, is duly formed and validly existing as a limited liability company under the laws of the State of

Delaware.

b. Organizational Documents. The copies of the organizational documents of Neighborhood Improvement Areas #5-7 Developer provided to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Neighborhood Improvement Areas #5-7 Developer Documents by the Neighborhood Improvement Areas #5-7 Developer does not violate any judgment, order, writ, injunction or decree binding on the Neighborhood Improvement Areas #5-7 Developer or any indenture, agreement, or other instrument to which the Neighborhood Improvement Areas #5-7 Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Neighborhood Improvement Areas #5-7 Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Neighborhood Improvement Areas #5-7 Developer to perform its obligations under the Neighborhood Improvement Areas #5-7 Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Neighborhood Improvement Areas #5-7 Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects, to the best of Neighborhood Improvement Areas #5-7 Developer's knowledge.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Neighborhood Improvement Areas #5-7 Developer represents and warrants that, to the best of its knowledge, the information set forth in the Neighborhood Improvement Areas #5-7 Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum are true and correct and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Neighborhood Improvement Areas #5-7 Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Neighborhood Improvement Areas #5-7 Developer under any of the Neighborhood Improvement Areas #5-7 Developer Documents, any documents to which the Neighborhood Improvement Areas #5-7 Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and

construction of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements to which the Neighborhood Improvement Areas #5-7 Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Neighborhood Improvement Areas #5-7 Developer has occurred and is continuing.

(e) Indemnification.

a. The Neighborhood Improvement Areas #5-7 Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Neighborhood Improvement Areas #5-7 Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation

made by or on behalf of the City, the Neighborhood Improvement Areas #5-7 Developer or the Underwriter.

(f) Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of:

(1) any investigation or any statement in respect thereof made by or on behalf of the Underwriter,

(2) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

(g) Binding on Successors and Assigns. This Letter of Representations will be binding upon the Neighborhood Improvement Areas #5-7 Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[*Signature page follows.*]

Dated: April 9, 2024

NEIGHBORHOOD IMPROVEMENT AREAS #5-7
DEVELOPER:

M/I HOMES OF DFW, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

APPENDIX B

$7,680,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the City of Celina, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 9, 2024.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

[Remainder of this page intentionally left blank.]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

FMSbonds, Inc.,
as Underwriter

By:_____

Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Date: _____, 2022

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC

May 9, 2024

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company, as Trustee
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Haynes & Boone, LLP
1221 McKinney Street
Houston, Texas 77010

Shupe Ventura, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75218

$7,680,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

Ladies and Gentlemen:

This firm has acted as special counsel to the City of Celina, Texas (the "City") and are rendering this opinion for limited purposes in connection with the issuance and sale of $7,680,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. 2022-__, enacted by the City Council of the City (the "City Council") on April 9, 2024 (the "Bond Ordinance"), and were issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust dated as of May 1, 2024 (the "Indenture") by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated April 9, 2024 between the City and FMSbonds Inc. (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 10(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as special counsel to the to the City, and for the purposes of rendering opinions set forth herein, we have reviewed:

(a) Resolution No. 2015-34R (the "Creation Resolution"), enacted by the City Council on July 14, 2015;

(b) Ordinance No. _____, accepted and approved by the City Council on April 9, 2024 (the "Assessment Ordinance," and the Amended and Restated Service and Assessment Plan (the "Service and Assessment Plan") attached as an exhibit thereto;

(c) The Bond Ordinance;

(d) The Indenture;

(e) the PID Reimbursement Agreement Wells South effective December 7, 2015 (the "PID Reimbursement Agreement"), executed and delivered by the City and Celina Development, LLC, a Texas limited liability company (the "Master Developer");

(f) the Amended and Restated Development Agreement (Wells South Tract) 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 (the "City Development Agreement"); and

(g) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of May 1, 2024 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc, as Dissemination Agent,

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall hereinafter be collectively referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "Reviewed Documents."

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Master Developer delivered pursuant to the Bond Purchase Agreement; (d) the Master Developer's Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Haynes and Boone, LLP, Hillwood Developer Entities Counsel or Neighborhood Improvement Areas #5-7 Developer's Counsel; and (f) the legal opinion delivered pursuant to the Bond Purchase Agreement by Shupe Ventura, PLLC, Master Developer's Special Counsel (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer, Fort & McDonald, PLLC attorneys who have given substantive attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as special counsel to the City. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Julie Fort of our firm who have been directly involved in representing the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications, limitations, and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Reviewed Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of Wells South Public Improvement District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Special Assessments in the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability, or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, or (c) the application of State law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the Reviewed Documents will not violate any provision of any Federal or State constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the Reviewed Documents.

7. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES — first five paragraphs of " Assessment Methodology" and first four paragraphs of "— Assessment Amounts,"; "THE CITY" excluding the last sentence; "THE DISTRICT — General" and "— Powers and Authority of the City;" "LEGAL MATTERS — Litigation — The City;" and "CONTINUING DISCLOSURE — The City" are a fair and accurate summary of the laws and the documents and facts summarized therein.

8. The adoption of the Authorizing Documents, the execution and delivery of the Reviewed Documents and the compliance with the provisions of the Authorizing Documents and

the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with, or constitute on the part of the City, a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with, or constitute on the part of the City, a violation, breach of, or default under any existing law, regulation, court order or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior

written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

_____

ATTORNEY FOR THE CITY

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the City, the Reviewed Documents are enforceable against the other parties thereto;

6. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

7. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;

8. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents;

9. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; (ii) Haynes and Boone, LLP, Hillwood Developer Entities Counsel or Neighborhood Improvement Areas #5-7 Developer's Counsel; (iii) Shupe Ventura, PLLC, Master Developer's Special Counsel; (iv) Vorys, Sater, Seymour and Pease LLP, Neighborhood Improvement Areas #5-7 Developer's Special Counsel; and

10. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an administrative body and not adjudicated invalid or unenforceable are valid and enforceable.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the "***Bond Documents***"), and we specifically express no opinion with respect to the Bond Documents:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the Master Developer, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

APPENDIX D-1

LETTERHEAD OF HAYNES AND BOONE, LLP
HILLWOOD DEVELOPER ENTITIES' COUNSEL

May 9, 2024

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company, National Association
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

$7,680,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

Ladies and Gentlemen:

We have served as Counsel for Hillwood Development Company, LLC, a Texas limited liability company ("***HDC***"), the 100% owner of RE Project Manager, LLC, a Texas limited liability company ("***RE PM***"), the sole general partner of RE Project, LP, a Texas limited partnership, the sole managing member (the "***Managing Member***") of Celina Development, LLC, a Texas limited liability company (the "***Master Developer***"), and affiliates of the Master Developer, Lilyana POD Phases, LLC, a Texas limited liability company (the "Original Neighborhood Improvement Areas #5-7 Developer"), and HWC Development Management Services, L.P., a Texas limited partnership (the " Neighborhood Improvement Areas #5-7 Fee Developer" and together with the Master Developer, the Original Neighborhood Improvement Areas #5-7 Developer, the "***Hillwood Developer Entities***" in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $7,680,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project)" (the "***Bonds***"), pursuant to that certain Indenture of Trust dated as of May 1, 2024 (the "***Indenture***"), by and between the City and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "***Trustee***"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Wells South" located in the City and in the Wells South Public Improvement District.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated April 9, 2024 (the "***Bond Purchase Agreement***"), by and between the City

and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as Counsel for the Hillwood Developer Entities, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the "***Material Documents***"):

(1) the PID Reimbursement Agreement – Wells South effective December 7, 2015, executed and delivered by the City and the Master Developer;

(2) the Amended and Restated Development Agreement (Wells South Tract) 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 (the "City Development Agreement");

(3) the Hillwood Developer Entities Letter of Representations executed by the Master Developer, Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Fee Developer, as of April 9, 2024;

(4) Contract of Sale dated July 6, 2021, by and between the Original Neighborhood Improvement Areas #5-7 Developer, as successor in interest to the Master Developer, and M/I Homes of DFW, LLC, a Delaware limited liability company, as amended;

(5) Development and Easement Agreement dated September 1, 2021, by and between the Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Developer; and

(6) Transaction Services Agreement effective as of September 1, 2021, by and between the Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Fee Developer.

(b) Each of the documents and certificates described in ***Exhibit A*** attached hereto and made a part hereof (the items in paragraphs (i), (iv), (vi), (ix), (x) (xiii), (xiv), (xvii), (xix) and (xxii) are hereinafter referred to as the "***Hillwood Entities' Basic Documents***");

(c) Certificates from the Secretary of State of the State of Texas listed on ***Exhibit A*** indicating that each of HDC, RE PM, Managing Member, and the Hillwood Developer Entities (each, a "***Texas Existence Certificate,***" and collectively, the "***Texas Existence Certificates***");

(d) Statements of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts and listed on ***Exhibit A***, which statements indicate that, as of the dates and times thereof, the right of each of the Master Developer, the Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Fee Developer to transact business in Texas was "***active***" (each, an "***FTAS Page,***" and collectively, the "***FTAS Pages***");

(e) The Preliminary Limited Offering Memorandum, dated [March 26], 2024, relating to the issuance of the Bonds (the "***Preliminary Limited Offering Memorandum"***);

(f) The final Limited Offering Memorandum, dated April 9, 2024, relating to the issuance of the Bonds (together with the Preliminary Limited Offering Memorandum, the "***Limited Offering Memorandum***"); and

(g) Such other documents, records, agreements, and certificates of the Master Developer, the Original Neighborhood Improvement Areas #5-7 Developer, the Neighborhood Improvement Areas #5-7 Fee Developer, and their respective constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

As to questions of fact material to the opinions set for herein, we have, without independent verification of their accuracy, relied to the extent we deem reasonably appropriate upon the representations and warranties of the parties to the Material Documents made in such documents and other certificates.

In making such examinations of the documents referenced above, (including the Material Documents), we have assumed with your consent: (a) the genuineness of all signatures, (b) the authenticity of all documents submitted to us as originals, (c) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (d) the authenticity of the originals of the documents referred to in the immediately preceding clause (c), (e) the prompt and proper recordation of any of such documents for which recordation is anticipated, (f) the legal capacity of natural persons signing such documents on behalf of the parties thereto, (g) that the laws of any jurisdiction other than the jurisdictions that are the subject of this opinion letter do not affect the plain meaning of the terms of such documents, and (h) the correctness and accuracy of all the representations and warranties and certificates upon which we have relied, as described above. In addition, ***except to the extent expressly opined in the opinion paragraphs below***, we have assumed with your consent (i) that each party to such documents is validly existing and in good standing under the laws of the state

of its formation or organization and has the full power, authority and legal right to enter into and perform all agreements to which it is a party, (j) that such documents have been duly authorized, executed and delivered by each party thereto, (k) that the execution and delivery by each party of, and performance of its agreements in, such documents do not (A) violate such party's formation or organizational documents, (B) breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party, or (C) violate or contravene any law, statute, rule or regulation applicable to such party, (l) all required orders, consents, approvals, licenses, authorizations, validations, filings recordings, and registrations with, or exemptions by, all governmental authorities have been obtained and remain in full force and effect for the execution, delivery and performance by each party thereto, and (m) that each such document constitutes the valid, binding and enforceable agreement of all the parties thereto.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Master Developer is (a) a limited liability company, (b) based solely upon the relevant Texas Existence Certificate, validly existing under the laws of the State of Texas, and (c) based solely upon the relevant FTAS Page, in good standing under the laws of the State of Texas.

2. The Original Neighborhood Improvement Areas #5-7 Developer is (a) a limited liability company, (b) based solely upon the relevant Texas Existence Certificate, validly existing under the laws of the State of Texas, and (c) based solely upon the relevant FTAS Page, in good standing under the laws of the State of Texas.

3. The Neighborhood Improvement Areas #5-7 Fee Developer is (a) a limited partnership, (b) based solely upon the relevant Texas Existence Certificate, validly existing under the laws of the State of Texas, and (c) based solely upon the relevant FTAS Page, in good standing under the laws of the State of Texas.

4. The Master Developer has the limited liability company power and authority under the Texas Business Organizations Code and the Hillwood Developer Entities Basic Documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The Original Neighborhood Improvement Areas #5-7 Developer has the limited liability company power and authority under the Texas Business Organizations Code and the Hillwood Developer Entities Basic Documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The Neighborhood Improvement Areas #5-7 Fee Developer has the limited partnership power and authority under the Texas Business Organizations Code and the Hillwood Developer Entities Basic Documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The execution and delivery by the Hillwood Developer Entities of each Material Document to which it is a party, and the performance by the respective Hillwood Developer Entity of its agreements set forth therein, have been duly authorized by all necessary limited liability company or limited partnership action, as applicable, under the Texas Business Organizations Code and the Hillwood Developer Entities Basic Documents.

5. The execution and delivery by the respective Hillwood Developer Entity of the Material Documents and the performance by the respective Hillwood Developer Entity of its obligations under the Material Documents will not (i) violate any Applicable Law (as defined in Schedule I attached hereto); (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Officer's Certificate of Hillwood Development Company, LLC,

dated as of the date hereof (the "***Developer Certificate***") or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Hillwood Developer Entities, the conflict with which or breach of which would have a material, adverse effect on the ability of the respective Hillwood Developer Entity to perform its obligations under the Material Documents to which it is a party; or (iii) constitute a violation of its limited liability company agreement or partnership agreement, as applicable, or certificate of formation.

6. No Governmental Approval (as defined in Schedule I attached hereto) that has not been obtained or taken is required to be obtained or taken by the Hillwood Developer Entities on or before the date hereof as a condition to (a) the execution and delivery by the Hillwood Developer Entities of the Material Documents to which one or more of such entities is a party, or (b) the performance by each Hillwood Developer Entity of its obligations under the Material Documents to which it is a party, except for Governmental Approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with Applicable Laws).

7. The Material Documents to which each Hillwood Developer Entity is a party have been duly executed and delivered by the respective Hillwood Developer Entity and constitute the legal, valid, and binding obligation of such Hillwood Developer Entity, enforceable against such entity in accordance with its terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

8. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution, agreement or other instrument to which each Hillwood Developer Entity is a party or is otherwise subject and which have been identified in the Developer Certificate which violation, breach or default would materially adversely affect the Hillwood Developer Entities or the performance of any of their obligations under the transactions described in the Material Documents to which it is a party; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Hillwood Developer Entities, except as expressly described in the Material Documents (a) under Applicable Law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

9. The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "***PLAN OF FINANCE***" (except under the subcaptions "— ***Prior Bond Issuances***," "— ***The Bonds***"), "***THE NEIGHBORHOOD IMPROVEMENT AREA #6 IMPROVEMENTS***," "***THE NEIGHBORHOOD IMPROVEMENT AREA #7 IMPROVEMENTS***," "***THE DEVELOPMENT***," "***THE DEVELOPERS***" (except for the information under the subcaption "— Description of the Neighborhood Improvement Areas #5-7 Developer"), and, to the Hillwood Developer Entities' knowledge after due inquiry, under the subcaptions "***BONDHOLDERS' RISKS***" (only as it pertains to the Master Developer, the Neighborhood Improvement Area #6 Improvements, the Neighborhood Improvement Area #7 Improvements, and the Development), and "***LEGAL MATTERS — Litigation – The Master Developer***" ***and*** "***Appendix F***" adequately and fairly describes the information summarized under such captions and are correct as to matters of law.

In addition, based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the City and its counsel, and with representatives of the Hillwood Developer Entities at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph, with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of April 9, 2024, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, during the last twelve months, we have not been engaged to give substantive attention to, or represent the Hillwood Developer Entities in connection with, any actions, suits or proceedings pending in any court of law or equity, or before or by any governmental instrumentality that, if decided adversely to the Hillwood Developer Entities, could have a material adverse effect on the Hillwood Developer Entities with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against it of such Material Documents or the transactions described therein; (iv) the titles of the parties executing the Material Documents; (v) the operations or financial condition of the Hillwood Developer Entities; or (vi) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect. This opinion is rendered solely as the date hereof, and we assume no obligation to supplement this opinion if any Applicable Laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

Schedule I

As used herein, "***Applicable Law***" means the laws, rules and regulations of the State of Texas and the United States of America and the rules and regulations adopted thereunder; for the avoidance of doubt, the foregoing shall not include any local or municipal laws, environmental laws or regulations, development laws or regulations, land ordinances or water management laws or regulations.

As used herein, "***Governmental Approval***" means any consent, approval, license, authorization or validation of, or filing, recording or registration with, any Governmental Authority of the State of Texas or any governmental authority or instrumentality of the United States of America pursuant to any Applicable Law.

As used herein, "***Governmental Authority***" means the government of the State of Texas, and any agency, authority, statewide subdivision instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to such government.

EXHIBIT A

ATTACHMENT TO OPINION OF COUNSEL FOR THE HILLWOOD DEVELOPER ENTITIES

1. Officer's Certificate of Hillwood Development Company, LLC, dated as of the date hereof, to which are attached, among other things, the following:

a. Articles of Organization of HDC certified by the Secretary of State of the State of Texas on March 31, 2016, and all amendments thereto;

b. Certificate of Fact with respect to the existence of HDC, dated _____, 2022;

c. Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2022, at _____ _.m., which statement indicates that, as of the date and time thereof, the right of HDC to transact business in Texas is "***active***";

d. First Amended and Restated Limited Liability Company Agreement of HDC, dated February 1, 2004;

e. Written Consent of the Managers of HDC, dated on or about the date hereof;

f. Certificate of Formation of RE PM certified by the Secretary of State of the State of Texas on March 31, 2016 and all amendments thereto;

g. Certificate of Fact with respect to the existence of RE PM, dated _____, 2021;

h. Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2022, at ____ p.m., which statement indicates that, as of the date and time thereof, the right of RE PM to transact business in Texas is "***active***";

i. Limited Liability Company Agreement of RE PM, dated October 23, 2012;

j. Certificate of Formation of the Managing Member, certified by the Secretary of State of the State of Texas on November 6, 2012, and all amendments thereto;

k. Certificate of Fact with respect to the existence of the Managing Member, dated _____, 2022;

l. Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2022 at ____ _.m., which statement indicates that, as of the date and time thereof, the right of the Managing Member to transact business in Texas is "***active***";

m. Agreement of Limited Partnership of the Managing Member, dated November 6, 2012, together with an Assignment of Limited Partnership Interest in the Managing Member, dated March 1, 2013;

n. Certificate of Formation of Master Developer, certified by the Secretary of

State of the State of Texas on September 10, 2015;

o. Certificate of Fact with respect to the existence of Master Developer, dated _____, 2022;

p. Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2022, at _____ _.m., which statement indicates that, as of the date and time thereof, the right of the Master Developer to transact business in Texas is "***active***";

q. Limited Liability Company Agreement of the Master Developer, dated September 9, 2015;

r. Written Consent of the Members of the Master Developer, dated on or about the date hereof.;

s. Certificate of Formation of the Original Neighborhood Improvement Areas #5-7 Developer, certified by the Secretary of State of the State of Texas on _____;

t. Certificate of Fact with respect to the existence of the Original Neighborhood Improvement Areas #5-7 Developer, dated _____, 2022;

u. Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2022 at _.m., which statement indicates that, as of the date and time thereof, the right of the Original Neighborhood Improvement Areas #5-7 Developer to transact business in Texas is "***active***";

v. Limited Liability Company Agreement of the Original Neighborhood Improvement Areas #5-7 Developer, dated _____;

w. Written Consent of the Members of the Original Neighborhood Improvement Areas #5-7 Developer, dated on or about the date hereof;

x. Certificate of Formation of the Neighborhood Improvement Areas #5-7 Fee Developer, certified by the Secretary of State of the State of Texas on _____;

y. Certificate of Fact with respect to the existence of the Neighborhood Improvement Areas #5-7 Fee Developer, dated _____, 2022;

z. Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2022 at _.m., which statement indicates that, as of the date and time thereof, the right of the Neighborhood Improvement Areas #5-7 Fee Developer to transact business in Texas is "***active***";

aa. Limited Liability Company Agreement of the Neighborhood Improvement Areas #5-7 Fee Developer, dated _____; and

bb. Written Consent of the Members of the Neighborhood Improvement Areas #5-7 Fee Developer, dated on or about the date hereof.

APPENDIX D-2

LETTERHEAD OF SHUPE VENTURA, PLLC
MASTER DEVELOPER'S SPECIAL COUNSEL

May 9, 2024

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company, National Association
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Haynes & Boone, LLP
1221 McKinney Street
Houston, Texas 77010

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Vorys, Sater, Seymour and Pease LLP
909 Fannin St., Suite 2700
Houston, Texas 77010

$7,680,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to Celina Development, LLC, a Texas limited liability company (the "***Master Developer***") in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $7,680,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project) (the "***Bonds***"), pursuant to Indenture of Trust dated as of May 1, 2024 (the "***Indenture***"), by and between the City and U.S. Bank Trust Company National Association, as trustee (the "***Trustee***"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Wells South" (the "***Development***") located in the City.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated April 9, 2024 (the "***Bond Purchase Agreement***"), between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Master Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents to which the Master Developer is a party (collectively, the "***Reviewed Documents***"):

(1) the *Amended and Restated Development Agreement (Wells South Tract)* 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

(2) the *PID Reimbursement Agreement – Wells South* effective December 7, 2015 executed and delivered by the City and the Master Developer; and

(3) the *Master Developer Letter of Representations* executed by the Master Developer as of April 9, 2024.

(b) The *Preliminary Limited Offering Memorandum,* dated [March 26], 2024, relating to the issuance of the Bonds; and

(c) The final *Limited Offering Memorandum* dated April 9, 2024, relating to the issuance of the Bonds; and

(d) Such other documents, records, agreements and certificates of the Master Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the Master Developer; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B**

attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate executed by the Master Developer delivered pursuant to the Bond Purchase Agreement; (d) the legal opinion delivered pursuant to the Bond Purchase Agreement by Haynes and Boone, LLP, counsel to the Master Developer, Lilyana Pod Phases, LLC, a Texas limited liability company (the "Original Neighborhood Improvement Areas #5-7 Developer") and HWC Development Management Services, L.P., a Texas limited partnership (the "Neighborhood Improvement Areas #5-7 Fee Developer," and together with the Master Developer and Original Neighborhood Improvement Areas #5-7 Developer, referred to collectively as the "Hillwood Developer Entities") and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Messer, Fort & McDonald, PLLC, special counsel to the City (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Shupe Ventura, PLLC attorneys who have given substantive attention to matters concerning the Master Developer during the course of our representation of the Master Developer in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as special counsel to the Master Developer. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Misty Ventura, Corey Admire, and Roxanne Sheehan of our firm who have been directly involved in representing the Master Developer. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon the foregoing, but subject to the assumptions, qualifications, and limitations set forth both above and below, and having due regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Reviewed Documents constitute legal, valid, and binding obligations of and are enforceable against the Master Developer in accordance with their respective terms.

2. The execution, delivery, and performance by the Master Developer of its obligations under the Reviewed Documents do not violate any existing laws of the State of Texas applicable to the Master Developer or any ordinances of the City applicable to the Master Developer.

3. No consents or approvals are required from the City, the State of Texas, or any other political subdivision or agency of the State of Texas in connection with the execution, delivery, and performance by the Master Developer of its obligations under the Reviewed Documents except those consents and approvals: (i) already obtained; (ii) required or described in the express terms of the Reviewed Documents; and (iii) that are necessary for the Master Developer to perform its obligations under the Reviewed Documents and are ordinarily and customarily required to develop land within the City and to operate the businesses of the Master Developer that are described in the Reviewed Documents.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than

the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

(g) The opinions expressed herein are based on our consideration of laws of the State of Texas which, in our experience, are normally applicable to transactions of the type described in the Reviewed Documents.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the Bond Purchase Agreement and the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. A copy of this opinion letter may be delivered by the Underwriter in connection with the issuance of the Bonds, and the Underwriter may rely on the opinions expressed above. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

6. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the Master Developer, the Reviewed Documents are enforceable against the other parties thereto;

7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;

9. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents; and

10. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; (ii) Messer, Fort & McDonald, PLLC, special counsel to the City; (iii) Orrick, Herrington & Sutcliffe, LLP, counsel to the Underwriter; (iv) Haynes and Boone, LLP, counsel to the Hillwood Developer Entities and as counsel to M/I Homes of DFW, LLC, a Delaware limited liability company (the "Neighborhood Improvement Areas #5-7 Developer"), (v) Zachary Sugarman, corporate counsel to the Neighborhood Improvement Areas #5-7 Developer, and (vi) Vorys, Sater, Seymour and Pease LLP, special counsel to the Neighborhood Improvement Areas #5-7 Developer.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the "***Bond Documents***"), and we specifically express no opinion with respect to the Bond Documents related to:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the City, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws;

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); and

17. The Bond Purchase Agreement, Indenture, Preliminary Limited Offering Memorandum, final Limited Offering Memorandum, and any other Bond Documents.

APPENDIX D-3

LETTERHEAD OF NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER'S CORPORATE COUNSEL

May 9, 2024

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company, National Association
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Messer, Fort & McDonald PLLC
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Shupe Ventura, PLLC
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Dallas, Texas 75218

Haynes & Boone, LLP
1221 McKinney Street
Houston, Texas 77010

Vorys, Sater, Seymour and Pease LLP
909 Fannin Street, Suite 2700
Houston, Texas 77010

$7,680,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

Ladies and Gentlemen:

I am Vice President and Assistant General Counsel for M/I Homes of DFW, LLC, a Delaware limited liability company (the "Neighborhood Improvement Areas #5-7 Developer"), and its sole member, M/I Homes, Inc., an Ohio corporation, in connection with the issuance and sale by the City of Celina, Texas (the "City"), of $7,680,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project)" (the "Bonds"), pursuant to that certain Indenture of Trust dated as of May 1, 2024 (the "Indenture"), by and between the City and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the sixth and seventh phase ("Neighborhood Improvement Areas #6-7") of the development known as "Wells South" located in the City and in the Wells South Public Improvement District (the "District").

The Bonds are being sold to FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated April 9, 2024 (the "Bond Purchase Agreement"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In my capacity as Vice President and Assistant General Counsel, and for purposes of rendering the opinions set forth herein, I have examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

(i) the Development and Easement Agreement effective as of September 1, 2021, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Lilyana POD Phases, LLC (the "Original Neighborhood Improvement Areas #5-7 Developer");

(ii) the Contract of Sale dated as of July 6, 2021 executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Celina Development, LLC, as amended on July 26, 2021, July 30, 2021, August 3, 2021 and August 4, 2021, as assigned to the Original Neighborhood Improvement Areas #5-7 Developer on September 1, 2021, and as further amended thereafter on August 31, 2022;

(iii) the Transaction Services Agreement dated September 1, 2021 between the Neighborhood Improvement Areas #5-7 Developer and HWC Development Management Services, LLC;

(iv) the Developer Letter of Representations executed by the Neighborhood Improvement Areas #5-7 Developer as of April 9, 2024;

(v) the Continuing Disclosure Agreement of the Developer with respect to the Bonds dated as of May 1, 2024, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent;

(vi) the Preliminary Limited Offering Memorandum dated as of [March 26], 2024, relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum"); and

(vii) the final Limited Offering Memorandum dated as of April 9, 2024, relating to the issuance of the Bonds (together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memorandum").

The documents referred to in clauses (i) through (v) above are collectively referred to as the "Developer Basic Documents". In addition, I have examined such other certificates, documents, instruments, laws, statutes, ordinances, regulations and other matters as I have deemed necessary and advisable in order to render the following opinions.

In rendering my opinions, I have, with your permission, made the following assumptions, without independent investigation or verification:

(i) Except to the extent expressly set forth in the opinions below with respect to the Neighborhood Improvement Areas #5-7 Developer, (a) each of the Developer Basic Documents has been duly authorized by, has been duly executed and delivered by, all of the parties to each Developer Basic Documents, (b) all signatories to each of the Developer Basic Documents have been duly authorized, (c) all of the parties to the Developer Basic Documents are duly organized and validly existing, and have the power and authority to execute, deliver and perform the Developer Basic Documents, (d) all of the parties are qualified to do business in each jurisdiction where such qualification is required and (e) the Neighborhood Improvement Areas #5-7 Developer has complied with all aspects of the laws of all jurisdictions other than Delaware in connection with the transactions contemplated by the Developer Basic Documents;

(ii) All (a) natural persons have legal capacity, (b) signatures are genuine, (c) documents submitted to me as originals or copies are authentic, and (d) documents submitted to me as copies conform to the original documents; and

(iii) Each of the Developer Basic Documents constitute the legal, valid and binding obligations of the parties thereto enforceable in accordance with its terms.

I assume further that: (i) there has been no mutual mistake of fact, or misunderstanding or fraud, duress or undue influence in connection with the negotiation, delivery and execution of the Developer Basic Documents; (ii) there has been no oral modification of, or amendment or supplement (including any express or implied waiver, however arising) to, any of the agreements, documents or instruments used by me to form the basis of the opinions expressed below; and (iii) there are and have been no agreements or understandings among the parties, written or oral, and there is and has been no usage of trade or course of prior dealing among the parties that would, in either case, vary, supplement or qualify the terms of the Developer Basic Documents.

Based upon and subject to the foregoing and the further qualifications set forth below, as of the date of this opinion (or as of the date of any assumption made herein or the date of any certificate or other document stated to have been examined, made or otherwise relied upon by me), I am of the opinion that:

1. The execution and delivery of the Developer Basic Documents do not conflict with or result in the breach of any court decree or order or order of any governmental body known to me to be binding upon or affecting the Neighborhood Improvement Areas #5-7 Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Neighborhood Improvement Areas #5-7 Developer to perform its obligations under the Developer Basic Documents.

2. There are no actions, suits or proceedings pending or threatened against the Neighborhood Improvement Areas #5-7 Developer or otherwise known to me in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Developer Basic Documents to which it is a party; (iii) the validity or enforceability against it of such Developer Basic Documents or the transactions described therein; (iv) the titles of the parties executing the Developer Basic Documents; (v) the execution and delivery of the Developer Basic Documents on behalf of the Neighborhood Improvement Areas #5-7 Developer; (vi) the

operations or financial condition of the Neighborhood Improvement Areas #5-7 Developer that would materially adversely affect those operations or the financial condition of the Neighborhood Improvement Areas #5-7 Developer; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum, the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

This opinion is limited to the laws of the United States of America having effect on the date hereof and the laws of the State of Ohio. Accordingly, I express no opinion as to the laws of any other jurisdiction. To the extent this opinion relates to the laws of any state or commonwealth other than the State of Ohio, I have assumed, with your consent, that the laws of such state or commonwealth are the same in all material respects as those of the State of Ohio. The opinions expressed herein are solely for the benefit of the addressees in connection with the Developer Basic Documents. This opinion is delivered on the condition and understanding that: (i) this opinion speaks only as of its effective date, (ii) opinion and examination standards may change, (iii) I have no responsibility or obligation to update this letter, to consider its applicability or correctness to any person or entity other than its addressee(s), or to take into account changes in law, facts or any other developments of which I may later become aware and (iv) I will have made no examination of law or of factual matters in connection with such reliance. This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

Zachary M. Sugarman
Vice President and Assistant General Counsel

APPENDIX D-4

LETTERHEAD OF VORYS, SATER, SEYMOUR AND PEASE LLP.

NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER'S SPECIAL COUNSEL

May 9, 2024

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.

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U.S. Bank Trust Company, National Association
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111 Filmore Avenue East
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9406 Biscayne Blvd.
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Haynes & Boone, LLP
1221 McKinney Street
Houston, Texas 77010

$7,680,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

Ladies and Gentlemen:

We have served as special counsel for M/I Homes of DFW, LLC, a Delaware limited liability company, (the "Neighborhood Improvement Areas #5-7 Developer") in connection with the issuance and sale by the City of Celina, Texas (the "City"), of $7,680,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project)" (the "Bonds"), pursuant to that certain Indenture of Trust dated as of May 1, 2024 (the "Indenture"), by and between the City and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the sixth and seventh phases ("Neighborhood Improvement Areas #6-7") of the development known as "Wells South" located in the City and in the Wells South Public Improvement District (the "District").

The Bonds are being sold to FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated April 9, 2024 (the "Bond Purchase Agreement"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

(i) the Development and Easement Agreement effective as of September 1, 2021, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Lilyana POD Phases, LLC (the "Original Neighborhood Improvement Areas #5-7 Developer");

(ii) the Contract of Sale dated as of July 6, 2021 executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Celina Development, LLC, as amended on July 26, 2021, July 30, 2021, August 3, 2021 and August 4, 2021, as assigned to the Original Neighborhood Improvement Areas #5-7 Developer on September 1, 2021, and as further amended thereafter on August 31, 2022;

(iii) the Transaction Services Agreement dated September 1, 2021 between the Neighborhood Improvement Areas #5-7 Developer and HWC Development Management Services, LLC;

(iv) the Developer Letter of Representations executed by the Neighborhood Improvement Areas #5-7 Developer as of April 9, 2024;

(v) the Continuing Disclosure Agreement of Developer with respect to the Bonds dated as of May 1, 2024, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent;

(vi) the Certificate of Formation of the Neighborhood Improvement Areas #5-7 Developer dated July 29, 2013 and certified by the Secretary of State of the State of Delaware on April 9, 2024;

(vii) the Limited Liability Company Agreement of the Neighborhood Improvement Areas #5-7 Developer, dated July 29, 2013;

(viii) the Written Consent of the Management Committee of the Neighborhood Improvement Areas #5-7 Developer date [_____], 2024;

(ix) a Certificate from the Secretary of State of the State of Delaware dated [_____], 2024, indicating that the Neighborhood Improvement Areas #5-7 Developer is in existence in the State of Delaware (the "Delaware Good Standing Certificate");

(x) a Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts dated [_____], 2024, that indicates "active" status for the Neighborhood Improvement Areas #5-7 Developer as of the date and time thereof; and

(xi) a certificate of the Neighborhood Improvement Areas #5-7 Developer in support of certain factual matters, dated as of the date hereof (the "Officer's Certificate").

The documents referred to in clauses (i) through (iii) above are collectively referred to as the "Purchase and Development Documents". The documents referred to in clauses (i) through (v) above are collectively referred to as the "Developer Basic Documents". The documents referred to in clauses (vi) through (ix) are collectively referred to as the "NIAs #5-7 Developer Organizational Documents". In addition, we have examined such other certificates, documents, instruments, laws, statutes, ordinances, regulations and other matters as we have deemed necessary and advisable in order to render the following opinions.

As used herein, the phrases, "requisite limited liability company power and authority" and "duly authorized by all necessary limited liability company action", refer and are limited to, the Delaware Limited Liability Company Act (Del. C. Title 6, Chapter 18), as set forth in the standard statutory compilations as of the date hereof and without reference to case law or other secondary sources (the "Delaware LLC Act") and the NIAs #5-7 Developer Organizational Documents.

As used herein, the term "Applicable Laws" shall mean those laws, rules and regulations of the State of Delaware as in effect on the date hereof, which, in our experience are normally applicable to financing transactions of the type contemplated by the Developer Basic Documents, without our having made any special investigation as to the applicability of any specific law, rule or regulation, and which are not the subject of a specific opinion herein referring expressly to a particular law or laws, and the Delaware LLC Act. The term "Governmental Approval" means any consent, approval, authorization, or registration with any governmental authority, entity or agency pursuant to the Applicable Laws. We note that we are not licensed to practice law in the State of Delaware.

In rendering our opinions, we have, with your permission, made the following assumptions, without independent investigation or verification:

(i) Except to the extent expressly set forth in the opinions below with respect to the Neighborhood Improvement Areas #5-7 Developer, (a) each of the Developer Basic Documents has been duly authorized by, has been duly executed and delivered by, all of the parties to each Developer Basic Documents, (b) all signatories to each of the Developer Basic Documents have been duly authorized, (c) all of the parties to the Developer Basic Documents are duly organized and validly existing, and have the power and authority to execute, deliver and perform the Developer Basic Documents, (d) all of the parties are qualified to do business in each jurisdiction where such qualification is required and (e) the Neighborhood Improvement Areas #5-7 Developer has complied with all aspects of the laws of all jurisdictions other than Delaware in connection with the transactions contemplated by the Developer Basic Documents;

(ii) All (a) natural persons have legal capacity, (b) signatures are genuine, (c) documents submitted to us as originals or copies are authentic, and (d) documents submitted to us as copies conform to the original documents; and

(iii) Each of the Developer Basic Documents constitute the legal, valid and binding obligations of the parties thereto enforceable in accordance with its terms.

We assume further that: (i) there has been no mutual mistake of fact, or misunderstanding or fraud, duress or undue influence in connection with the negotiation, delivery and execution of the Developer Basic Documents; (ii) there has been no oral modification of, or amendment or supplement (including any express or implied waiver, however arising) to, any of the agreements, documents or instruments used by us to form the basis of the opinions expressed below; and (iii) there are and have been no agreements or understandings among the parties, written or oral, and there is and has been no usage of trade or course of prior dealing among the parties that would, in either case, vary, supplement or qualify the terms of the Developer Basic Documents.

As to the facts upon which this opinion is based, including, without limitation, the completeness of the NIAs #5-7 Developer Organizational Documents furnished to us for our examination, we have relied upon certificates of public officials, the Officer's Certificate and the representations and warranties made in the Developer Basic Documents, and we have assumed in this regard the truthfulness of such representations. We have not independently established the facts so relied on. In addition, in rendering the opinion set forth in paragraph 1 below regarding the valid existence and good standing of the Neighborhood Improvement Areas #5-7 Developer, we are relying solely upon those NIAs #5-7 Developer Organizational Documents that are currently on file with the Secretary of State of the State of Delaware and have been certified by such office, and the Delaware Good Standing Certificate.

Based upon and subject to the foregoing and the further qualifications set forth below, as of the date of this opinion (or as of the date of any assumption made herein or the date of any certificate or other document stated to have been examined, made or otherwise relied upon by us), we are of the opinion that:

1. Based solely upon the Delaware Good Standing Certificate, the Neighborhood Improvement Areas #5-7 Developer is a limited liability company, validly existing and in good standing under the laws of the State of Delaware.

2. The Neighborhood Improvement Areas #5-7 Developer has the requisite limited liability company power and authority to execute and deliver, and perform its obligations under, the Developer Basic Documents.

3. The execution, delivery and performance by the Neighborhood Improvement Areas #5-7 Developer of the Developer Basic Documents to which it is a party have been duly authorized by all necessary limited liability company action of the Neighborhood Improvement Areas #5-7 Developer.

4. The execution and delivery by the Neighborhood Improvement Areas #5-7 Developer of the Developer Basic Documents to which it is a party and the performance by the Neighborhood Improvement Areas #5-7 Developer of its obligations thereunder will not, (i) result

in any violation of the provisions of the NIAs #5-7 Developer Organizational Documents or (ii) result in the violation by the Neighborhood Improvement Areas #5-7 Developer of any Applicable Laws applicable to for profit entities generally.

5. No Governmental Approval or filing is required for the execution or delivery by the Neighborhood Improvement Areas #5-7 Developer of, or the performance of their obligations under, the Purchase and Development Documents except for such consents, approvals, authorizations, filings or other actions as may be required pursuant to the express terms of the Purchase and Development Documents, including, without limitation, covenants to comply with Applicable Laws.

6. The Neighborhood Improvement Areas #5-7 Developer has duly executed and delivered the Developer Basic Documents.

7. The execution and delivery of the Developer Basic Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution, agreement or other instrument identified to us in the Officer's Certificate by the Neighborhood Improvement Areas #5-7 Developer and to which the Neighborhood Improvement Areas #5-7 Developer is a party or otherwise subject (collectively, the "Material Documents"), which violation, breach or default would materially adversely affect the Neighborhood Improvement Areas #5-7 Developer or its performance of its obligations described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any property or assets of the Neighborhood Improvement Areas #5-7 Developer, except as expressly described in the Developer Basic Documents (a) under Applicable Law or (b) under any such Material Document.

The foregoing opinions are subject to the following exceptions, assumptions, qualifications and limitations:

(a) All of our opinions are subject to the limitations, if any, of Title 11, U.S.C., as amended, and of any applicable insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and by principles of equity (including, without limitation, those which may be expressed in terms of the public policies of the State of Delaware). In addition, certain remedial and other provisions of the Developer Basic Documents may be limited by (i) implied covenants of good faith, fair dealing and commercially reasonable conduct and (ii) judicial discretion, in the instance of multiple or equitable remedies.

(b) We express no opinion as to (i) title or ownership of property or the interests in any property described in the Developer Basic Documents or (ii) the creation, attachment, validity or priority of any lien, security interest or other encumbrance.

(c) Our opinions expressed herein are based upon our review of those statutes and regulations that, in our experience, are normally applicable to transactions of the type provided for in the Developer Basic Documents, but without having made any review of any other statutes

or regulations. Further, we have not conducted requisite factual or legal examinations, and accordingly we express no opinion, with respect to the application, if any, of laws concerning or promulgated by (i) environmental effects or agencies; (ii) fraudulent dispositions or obligations; (iii) securities laws; (iv) political subdivisions of the State of Delaware; (v) any order of any court or other authority directed specifically to any party to the Developer Basic Documents of which we do not have knowledge; (vi) any taxes or tax effects; (vii) subdivision, use, building, zoning and planning, air quality, flood hazard or health and safety; (viii) industries of which the operations, financial affairs or profits are regulated by the State of Delaware or by the United States (for example, banks and thrifts institutions); (ix) racketeer influenced and corrupt organizations (RICO) statutes; (x) utility regulation; (xi) antitrust or unfair competition laws; or (xii) restrictions attendant to financings of property by public authorities, for example, industrial revenue bond financings.

(d) Whenever any matter is indicated to be based on our knowledge, we are referring to the actual knowledge of the individual Vorys, Sater, Seymour and Pease LLP attorneys who rendered substantive legal services to the Neighborhood Improvement Areas #5-7 Developer in connection with the transactions contemplated by the Developer Basic Documents, which such knowledge has been obtained by the attorneys in such capacity. We have relied solely upon the examinations and inquiries recited herein and we have not undertaken any other independent investigation to determine the existence or absence of any facts, and no inference as to our knowledge concerning such facts should be drawn. Without limiting the generality of the foregoing, we have made no examination of the character, organization, activities, or authority of the parties to the Developer Basic Documents, except the Neighborhood Improvement Areas #5-7 Developer, which might have any effect upon our opinions expressed herein, and we have neither examined, nor do we opine upon, any provision or matter to the extent the examination or opinion would require a financial, mathematical or accounting calculation or determination.

(e) We express no opinion as to (i) state or federal laws or regulations applicable to the subject transactions because of legal or regulatory status of any of the parties to the Developer Basic Documents or the legal or regulatory status of any of their affiliates, (ii) the effect or application, if any, of any federal or state law, regulations or official guidance related thereto concerning swaps or other derivative transactions or any guarantees relating to swaps or other derivative transactions, including, without limitation, any such law, regulation or official guidance enacted, promulgated or delivered pursuant to The Dodd-Frank Wall Street Reform and Consumer Protection Act, and (iii) any agreement, device or arrangement pertaining to swaps or other derivative transactions, including any ISDA Master Agreement, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder.

This opinion is limited to the Applicable Laws having effect on the date hereof. The opinions expressed herein are solely for the benefit of the addressees in connection with the Developer Basic Documents. This opinion is delivered on the condition and understanding that: (i) this opinion speaks only as of its effective date, (ii) opinion and examination standards may change, (iii) we have no responsibility or obligation to update this letter, to consider its applicability or correctness to any person or entity other than its addressee(s), or to take into account changes in law, facts or any other developments of which we may later become aware and (iv) we will have made no examination of law or of factual matters in connection with such

reliance. This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

VORYS, SATER, SEYMOUR AND PEASE LLP

APPENDIX D-5

LETTERHEAD OF HAYNES AND BOONE, LLP
NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER'S COUNSEL

May 9, 2024

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company, National Association
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

Vorys, Sater, Seymour and Pease LLP
909 Fannin Street, Suite 2700
Houston, Texas 77010

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

$7,680,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

Ladies and Gentlemen:

We have served as Counsel for M/I Homes of DFW, LLC, a Delaware limited liability company, (the "***Neighborhood Improvement Areas #5-7 Developer***") in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $7,680,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project)" (the "***Bonds***"), pursuant to that certain Indenture of Trust dated as of May 1, 2024 (the "***Indenture***"), by and between the City and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "***Trustee***"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the sixth and seventh phases ("***Neighborhood Improvement Areas #6-7***") of the development known as "Wells South" located in the City and in the Wells South Public Improvement District (the "***District***").

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated April 9, 2024 (the "***Bond Purchase Agreement***"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as Counsel for the Neighborhood Improvement Areas #5-7 Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the "***Material Documents***"):

(1) the Development and Easement Agreement dated as of September 1, 2021, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Lilyana POD Phases, LLC (the "***Original Phases 5-7 Developer***");

(2) the Contract of Sale dated as of July 6, 2021, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Celina Development, LLC, as amended on July 26, 2021, July 30, 2021, August 3, 2021, August 4, 2021, and August 31, 2022, as assigned to the Original Neighborhood Improvement Areas #5-7 Developer on September 1, 2021;

(3) the Transaction Services Agreement dated September 1, 2021, between the Neighborhood Improvement Areas #5-7 Developer and HWC Development Management Services, LLC;

(4) the Developer Letter of Representations executed by the Neighborhood Improvement Areas #5-7 Developer as of April 9, 2024; and

(5) the Continuing Disclosure Agreement of the Developer with respect to the Bonds dated as of May 1, 2024, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

(b) The Preliminary Limited Offering Memorandum, dated [March 26], 2024, relating to the issuance of the Bonds (the "***Preliminary Limited Offering Memorandum"***);

(c) The final Limited Offering Memorandum, dated April 9, 2024, relating to the issuance of the Bonds (together with the Preliminary Limited Offering Memorandum, the "***Limited Offering Memorandum***"); and

(d) Such other documents, records, agreements, and certificates of Neighborhood Improvement Areas #5-7 Developer and its constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

As to questions of fact material to the opinions set for herein, we have, without independent verification of their accuracy, relied to the extent we deem reasonably appropriate upon the representations and warranties of the parties to the Material Documents made in such documents and other certificates.

In making such examinations of the Material Documents, we have assumed with your consent: (a) the genuineness of all signatures, (b) the authenticity of all documents submitted to us as originals, (c) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (d) the authenticity of the originals of the documents referred to in the immediately preceding clause (c), (e) the prompt and proper recordation of any of such documents for which recordation is anticipated, (f) the legal capacity of natural persons signing such documents on behalf of the parties thereto, (g) that the laws of any jurisdiction other than the jurisdictions that are the subject of this opinion letter do not affect the plain meaning of the terms of such documents, and (h) the correctness and accuracy of all the representations and warranties and certificates upon which we have relied, as described above. In addition, ***except to the extent expressly opined in the opinion paragraphs below***, we have assumed with your consent (i) that each party to such documents is validly existing and in good standing under the laws of the state of its formation or organization and has the full power, authority and legal right to enter into and perform all agreements to which it is a party, (j) that such documents have been duly authorized, executed and delivered by each party thereto, (k) that the execution and delivery by each party of, and performance of its agreements in, such documents do not (A) violate such party's formation or organizational documents, (B) breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party, or (C) violate or contravene any law, statute, rule or regulation applicable to such party, (l) all required orders, consents, approvals, licenses, authorizations, validations, filings recordings, and registrations with, or exemptions by, all governmental authorities have been obtained and remain in full force and effect for the execution, delivery and performance by each party thereto, and (m) that each such document constitutes the valid, binding and enforceable agreement of all the parties thereto.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. Assuming the due execution and delivery of the Material Documents to which the Neighborhood Improvement Areas #5-7 Developer is a party, the Material Documents constitute the legal, valid, and binding obligations of the Neighborhood Improvement Areas #5-7 Developer, enforceable against the Neighborhood Improvement Areas #5-7 Developer in accordance with its terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity

(whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

2. The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "***PLAN OF FINANCE – Development Plan***" (except the first paragraph under the subcaption "— ***Overview***," and including only information relating to the Neighborhood Improvement Areas #5-7 Developer, Neighborhood Improvement Area #6, the Neighborhood Improvement Area #6 Improvements, Neighborhood Improvement Area #7, and the Neighborhood Improvement Area #7 Improvements under such subcaption), "– ***The Development Agreements*** *— The Phases 5-7 Development Agreement*," and "— ***Status of Home Construction in the District*** *– Neighborhood Improvement Areas #5-7*," "***THE NEIGHBORHOOD IMPROVEMENT AREA #6 IMPROVEMENTS***," "***THE NEIGHBORHOOD IMPROVEMENT AREA #7 IMPROVEMENTS***," "***THE DEVELOPMENT — Development Plan – The District***" (only information relating to the Neighborhood Improvement Areas #5-7 Developer, Neighborhood Improvement Area #6, the Neighborhood Improvement Area #6 Improvements, Neighborhood Improvement Area #7, and the Neighborhood Improvement Area #7 Improvements under such subcaption), " — ***Development Plan*** *– The Major Improvement Are and the Neighborhood Improvement Areas (*only information relating to the Neighborhood Improvement Areas #5-7 Developer, Neighborhood Improvement Area #6, the Neighborhood Improvement Area #6 Improvements, Neighborhood Improvement Area #7, and the Neighborhood Improvement Area #7 Improvements under such subcaption)," "***THE DEVELOPERS — Description of the Neighborhood Improvement Areas #5-7 Developer***," and "— ***History and Financing of the District – Sale of Phases 5, 6 and 7***" and "— *Neighborhood Improvement Areas #5-7 Development Financing*," and, to the Neighborhood Improvement Areas #5-7 Developer's knowledge after due inquiry, under the subcaptions "***BONDHOLDERS' RISKS***" (only as it pertains to the Neighborhood Improvement Areas #5-7 Developer, Neighborhood Improvement Area #6, the Neighborhood Improvement Area #6 Improvements, Neighborhood Improvement Area #7, the Neighborhood Improvement Area #7 Improvements, and the Development), "***LEGAL MATTERS — Litigation — The Neighborhood Improvement Areas #5-7 Developer***," and "***CONTINUING DISCLOSURE – The Neighborhood Improvement Areas #5-7 Developer***" and "— ***The Neighborhood Improvement Areas #5-7 Developer's Compliance with Prior Undertakings,***" ***and*** "***Appendix E-2***" adequately and fairly describes the information summarized under such captions and are correct as to matters of law.

In addition, based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the City and its counsel, and with representatives of the Neighborhood Improvement Areas #5-7 Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph, with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering

Memorandum and as of [March 26], 2024, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect. This opinion is rendered solely as the date hereof, and we assume no obligation to supplement this opinion if any Applicable Laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

As used herein, "***Applicable Law***" means the laws, rules and regulations of the State of Texas and the United States of America and the rules and regulations adopted thereunder; for the avoidance of doubt, the foregoing shall not include any local or municipal laws, environmental laws or regulations, development laws or regulations, land ordinances or water management laws or regulations.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

Haynes and Boone, LLP

EXHIBIT E-1

CLOSING CERTIFICATE OF HILLWOOD DEVELOPER ENTITIES

Celina Development, LLC, a Texas limited liability company (the "Master Developer"), Lilyana Pod Phases, LLC, a Texas limited liability company (the "Original Neighborhood Improvement Areas #5-7 Developer") and HWC Development Management Services, L.P., a Texas limited partnership (the "Neighborhood Improvement Areas #5-7 Fee Developer," and together with the Master Developer and the Original Neighborhood Improvement Areas #5-7 Developer referred to collectively as the "Hillwood Developer Entities"), DO HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Master Developer is a Texas limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. The Original Neighborhood Improvement Areas #5-7 Developer is a Texas limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

3. The Neighborhood Improvement Areas #5-7 Fee Developer is a Texas limited partnership organized, and validly existing under the laws of the State of Texas.

4. Representatives of the Hillwood Developer Entities have provided information to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $7,680,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated [March 26], 2024 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated April 9, 2024 (the "Limited Offering Memorandum").

5. The Hillwood Developer Entities have delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Hillwood Developer Entities' organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

6. The Hillwood Developer Entities have delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State for each of the Hillwood Developer Entities and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for each of the Hillwood Developer Entities.

7. The Hillwood Developer Entities have executed and delivered each of the below listed documents (individually, a "Hillwood Developer Entities Document" and collectively, the "Hillwood Developer Entities Documents") in the capacity provided for in each such Hillwood Developer Entities Document, and each such Hillwood Developer Entities Document constitutes a valid and binding obligation of each of the Hillwood Developer Entities, as applicable,

enforceable against each of the respective Hillwood Developer Entities in accordance with its terms:

(a) the Developer Letter of Representations, dated April 9, 2024;

(b) the *Amended and Restated Development Agreement (Wells South Tract)* 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 (the "City Development Agreement"); and

(c) the *PID Reimbursement Agreement – Wells South* effective December 7, 2015 executed and delivered by the City and the Master Developer (the "Reimbursement Agreement"); and

(d) the *Contract of Sale* dated July 6, 2021, between the Original Neighborhood Improvement Areas #5-7 Developer, as successor in interest to the Master Developer, and M/I Homes of DFW, LLC, a Delaware limited liability company, (the "Neighborhood Improvement Areas #5-7 Developer"), as amended on July 26, 2021, July 30, 2021, August 3, 2021, August 4, 2021, and August 31, 2022; and

(e) the *Development and Easement Agreement*, dated September 1, 2021, between the Original Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Developer; and

(f) the *Transaction Services Agreement*, dated September 1, 2021, between the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer.

8. The representations and warranties of the Hillwood Developer Entities, as applicable, contained in the Hillwood Developer Entities Documents are true and correct in all material respects on and as of the date hereof.

9. The Hillwood Developer Entities have complied in all material respects with all of the Hillwood Developer Entities' respective agreements and covenants and satisfied all conditions required to be complied with or satisfied by each of the Hillwood Developer Entities, as applicable, under the Hillwood Developer Entities Documents on or prior to the date hereof.

10. The execution and delivery of the Hillwood Developer Entities Documents by the applicable Hillwood Developer Entities do not violate any judgment, order, writ, injunction or

decree binding on the respective Hillwood Developer Entities or any indenture, agreement, or other instrument to which the Hillwood Developer Entities, individually or jointly, are a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Hillwood Developer Entities, individually or jointly, that is either not covered by insurance or that singularly or collectively would have a material, adverse effect on the ability of each of the Hillwood Developer Entities, individually or jointly, to perform its obligations under the Hillwood Developer Entities Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

11. The Hillwood Developer Entities have reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except under the subcaptions "— Prior Bond Issuances," "— The Bonds" and the last two paragraphs under the subcaption "— Additional Obligations") "THE NEIGHBORHOOD IMPROVEMENT AREA #6 IMPROVEMENTS," "THE NEIGHBORHOOD IMPROVEMENT AREA #7 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPERS" (except for the information under the subcaption "— Description of the Neighborhood Improvement Areas #5-7 Developer"), and, to the Hillwood Developer Entities' knowledge after due inquiry, under the subcaptions "BONDHOLDERS' RISKS" (only as it pertains to the Master Developer, the Neighborhood Improvement Area #6 Improvements, the Neighborhood Improvement Area #7 Improvements, and the Development), and "LEGAL MATTERS — Litigation — The Master Developer," and "APPENDIX F" (collectively, the "Developer Disclosures") in accordance with subsection 4(f) herein.

12. The Hillwood Developer Entities have reviewed and approved the information contained in the Hillwood Developer Entities Disclosures in the Limited Offering Memorandum and certify that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

13. To the Hillwood Developer Entities' knowledge, the Hillwood Developer Entities are in compliance in all material respects with all provisions of applicable law relating to the Hillwood Developer Entities in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Hillwood Developer Entities' knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Hillwood Developer Entities or any portion of the Development that would materially and adversely affect the Hillwood Developer Entities ability to complete or cause to be completed the development of the property within the District as described in the Limited Offering Memorandum; and (b) the Hillwood Developer Entities have no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

14. The Hillwood Developer Entities are not insolvent and have not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

15. The levy of Assessments on property in the District owned by the Hillwood Developer Entities will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Hillwood Developer Entities are a party or to which the Hillwood Developer Entities or any of their property or assets are subject.

16. The Hillwood Developer Entities are not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Hillwood Developer Entities' ability to perform their respective obligations under the Hillwood Developer Entity Documents.

17. The Hillwood Developer Entities have no knowledge of any physical condition of the Development owned or to be developed by the Hillwood Developer Entities that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

18. During the term of the PID Reimbursement Agreement and the City Development Agreement, the Hillwood Developer Entities hereby verify that they will not knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), and that each of the Hillwood Developer Entities shall repay the incentives granted herein within 120 days after the date the Hillwood Developer Entities, as applicable, are notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

19. The Hillwood Developer Entities make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"). As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Hillwood Developer Entities within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of the Bond Purchase Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of the Bond Purchase Agreement, notwithstanding anything in the Bond Purchase Agreement to the contrary.

i. Not a Sanctioned Company. The Hillwood Developer Entities represent that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas

Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Hillwood Developer Entities and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

ii. No Boycott of Israel. The Hillwood Developer Entities hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of the Bond Purchase Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

iii. No Discrimination Against Firearm Entities. The Hillwood Developer Entities hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Bond Purchase Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

iv. No Boycott of Energy Companies. The Hillwood Developer Entities hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Bond Purchase Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[*Signature page follows.*]

Dated: _____

MASTER DEVELOPER:

CELINA DEVELOPMENT, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

ORIGINAL NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER

LILYANA POD PHASES, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

NEIGHBORHOOD IMPROVEMENT AREAS #5-7 FEE DEVELOPER:

HWC DEVELOPMENT MANAGEMENT SERVICES, L.P.
a Texas limited partnership

By: _____

Name: _____

Title: _____

EXHIBIT E-2

CLOSING CERTIFICATE OF THE NEIGHBORHOOD IMPROVEMENT AREAS #5-7 DEVELOPER

M/I Homes of DFW, LLC, a Delaware limited liability company (the "*Neighborhood Improvement Areas #5-7 Developer*"), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Neighborhood Improvement Areas #5-7 Developer is a Delaware limited liability company organized, validly existing and in good standing under the laws of the State of Delaware.

2. Representatives of the Neighborhood Improvement Areas #5-7 Developer have provided information to the City of Celina, Texas (the "*City*") and FMSbonds, Inc. (the "*Underwriter*") to be used in connection with the offering by the City of its $7,680,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project) (the "*Bonds*"), pursuant to the Preliminary Limited Offering Memorandum, dated [March 26], 2024 (the "*Preliminary Limited Offering Memorandum*"), and Limited Offering Memorandum dated April 9, 2024 (the "*Limited Offering Memorandum*").

3. The Neighborhood Improvement Areas #5-7 Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Neighborhood Improvement Areas #5-7 Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Neighborhood Improvement Areas #5-7 Developer has delivered to the Underwriter and the City a (i) Certificate of Good Standing from the Delaware Secretary of State, (ii) Certificate of Fact from the Texas Secretary of State that the Neighborhood Improvement Areas #5-7 Developer is registered to do business in the State of Texas and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Hillwood Developer Entities.

5. The Neighborhood Improvement Areas #5-7 Developer has executed and delivered each of the below listed documents (individually, a "*Neighborhood Improvement Areas #5-7 Developer Document*" and collectively, the "*Neighborhood Improvement Areas #5-7 Developer Documents*") in the capacity provided for in each such Neighborhood Improvement Areas #5-7 Developer Document, and each such Neighborhood Improvement Areas #5-7 Developer Document constitutes a valid and binding obligation of the Neighborhood Improvement Areas #5-7 Developer, enforceable against the Neighborhood Improvement Areas #5-7 Developer in accordance with its terms:

a. that certain Neighborhood Improvement Areas #5-7 Developer Letter of Representations, dated April 9, 2024;

b. the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of May 1, 2024, executed and delivered by M/I Homes of DFW, LLC, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent;

c. the Development and Easement Agreement dated as of September 1, 2021, executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Lilyana POD Phases, LLC (the "Original Phases 5-7 Developer");

d. the Contract of Sale dated as of July 6, 2021 executed and delivered by the Neighborhood Improvement Areas #5-7 Developer and Celina Development, LLC, as amended on July 26, 2021, July 30, 2021, August 3, 2021 and August 4, 2021, as assigned to the Original Phases Neighborhood Improvement Areas #5-7 Developer on September 1, 2021;

e. the Transaction Services Agreement dated September 2, 2021, between the Neighborhood Improvement Areas #5-7 Developer and HWC Development Management Services, LLC.

6. The Neighborhood Improvement Areas #5-7 Developer owned all of the Neighborhood Improvement Area #6 Assessed Property (previously defined herein) located in Neighborhood Improvement Area #6 of the District on the date that the Neighborhood Improvement Area #6 Assessment Ordinance was adopted and such landowner is not an entity that may claim a homestead right under Texas law, as well as all of the Neighborhood Improvement Area #7 Assessed Property located in Neighborhood Improvement Area #7 of the District on the date that the Neighborhood Improvement Area #7 Assessment Ordinance was adopted and such landowner is not an entity that may claim a homestead right under Texas law.

7. The representations and warranties of the Neighborhood Improvement Areas #5-7 Developer contained in the Neighborhood Improvement Areas #5-7 Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The Neighborhood Improvement Areas #5-7 Developer has complied in all material respects with all of the Neighborhood Improvement Areas #5-7 Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Neighborhood Improvement Areas #5-7 Developer under the Neighborhood Improvement Areas #5-7 Developer Documents on or prior to the date hereof.

9. The execution and delivery of the Neighborhood Improvement Areas #5-7 Developer Documents by the Neighborhood Improvement Areas #5-7 Developer does not violate any judgment, order, writ, injunction or decree binding on the Neighborhood Improvement Areas #5-7 Developer or any indenture, agreement, or other instrument to which the Neighborhood Improvement Areas #5-7 Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Neighborhood Improvement Areas #5-7 Developer that is either not covered by insurance or which singularly or collectively would

have a material, adverse effect on the ability of the Neighborhood Improvement Areas #5-7 Developer to perform its obligations under the Neighborhood Improvement Areas #5-7 Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. The Neighborhood Improvement Areas #5-7 Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE – Development Plan" (except the first paragraph under the subcaption "— Overview," and including only information relating to the Neighborhood Improvement Areas #5-7 Developer, Neighborhood Improvement Area #6, the Neighborhood Improvement Area #6 Improvements, Neighborhood Improvement Area #7, and the Neighborhood Improvement Area #7 Improvements under such subcaption), "The Development Agreements — *The Phases 5-7 Development Agreement*," "— Status of Home Construction in the District – *Neighborhood Improvement Areas #5-7*," "THE NEIGHBORHOOD IMPROVEMENT AREA #6 IMPROVEMENTS," "THE NEIGHBORHOOD IMPROVEMENT AREA #7 IMPROVEMENTS," "THE DEVELOPMENT— The Development Plan – *The District*" (only information relating to the Neighborhood Improvement Areas #5-7 Developer, Neighborhood Improvement Area #6, the Neighborhood Improvement Area #6 Improvements, Neighborhood Improvement Area #7, and the Neighborhood Improvement Area #7 Improvements under such subcaption), " — Development Plan – *The Major Improvement Area and the Neighborhood Improvement Areas*," "THE DEVELOPERS — Description of the Neighborhood Improvement Areas #5-7 Developer," and "— History and Financing of the District – *Sale of Phases 5, 6 and 7*" and "— History and Financing of the District — *Neighborhood Improvement Areas #5-7 Development Financing*," and, to the Neighborhood Improvement Areas #5-7 Developer's knowledge after due inquiry, under the subcaptions "BONDHOLDERS' RISKS" (only as it pertains to the Neighborhood Improvement Areas #5-7 Developer, the Neighborhood Improvement Area #6 Improvements, the Neighborhood Improvement Area #7 Improvements, and the Development), "LEGAL MATTERS — Litigation — The Neighborhood Improvement Areas #5-7 Developer," and "CONTINUING DISCLOSURE – The Neighborhood Improvement Areas #5-7 Developer" and "— The Neighborhood Improvement Areas #5-7 Developer's Compliance with Prior Undertakings," and "APPENDIX E-2" and certifies that, to the best of its knowledge, the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and the date hereof, respecting the Neighborhood Improvement Areas #5-7 Developer and the portion of the Development owned by the Neighborhood Improvement Areas #5-7 Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or Limited Offering Memorandum.

11. To the Neighborhood Improvement Areas #5-7 Developer's knowledge, the Neighborhood Improvement Areas #5-7 Developer is in compliance in all material respects with all provisions of applicable law relating to the Neighborhood Improvement Areas #5-7 Developer in connection with Phases 5-7 of the Development. Except as otherwise described in the Limited

Offering Memorandum: (a) to the Neighborhood Improvement Areas #5-7 Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Neighborhood Improvement Areas #5-7 Developer or any portion of Phases 5-7 of the Development that would materially and adversely affect the Neighborhood Improvement Areas #5-7 Developer's ability to complete or cause to be completed the development of Neighborhood Improvement Area #6 and Neighborhood Improvement Area #7 of the District as described in the Limited Offering Memorandum; and (b) the Neighborhood Improvement Areas #5-7 Developer has no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

12. The Neighborhood Improvement Areas #5-7 Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

13. The levy of the Special Assessments on property in Neighborhood Improvement Area #6 and Neighborhood Improvement Area #7 of the District will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Neighborhood Improvement Areas #5-7 Developer is a party or to which the Neighborhood Improvement Areas #5-7 Developer or any of its property or assets is subject.

14. The Neighborhood Improvement Areas #5-7 Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Neighborhood Improvement Areas #5-7 Developer's ability to perform its obligations under the Neighborhood Improvement Areas #5-7 Developer Documents.

15. The Neighborhood Improvement Areas #5-7 Developer has no knowledge of any physical condition of Phases 5-7 of the Development owned or to be developed by the Neighborhood Improvement Areas #5-7 Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[*Signature page follows.*]

Dated: _____

NEIGHBORHOOD IMPROVEMENT AREAS #5-7
DEVELOPER:

M/I HOMES OF DFW, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

APPENDIX F

LETTERHEAD OF INTEGRA REALTY RESOURCES – DFW

May 9, 2024

City of Celina, Texas
101 Main Street
Celina, Texas 76052

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

U.S. Bank Trust Company, as Trustee
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of Integra Realty Resources – DFW ("Appraiser"), the appraiser of the undeveloped property contained in Wells South Public Improvement District (the "District"), does hereby represent the following:

1. Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [March 26], 2024 and the Limited Offering Memorandum for the Bonds, dated April 9, 2024 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in Neighborhood Improvement Area #6 and Neighborhood Improvement Area #7 of the District, located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL — The Appraisal."

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. Appraiser agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about May 9, 2024) which would render any such information in the Limited Offering Memorandum

untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

INTEGRA REALTY RESOURCES – DFW

By: _____
Its: _____

APPENDIX G

LETTERHEAD OF MUNICAP, INC.

May 9, 2024

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-2784

U.S. Bank Trust Company
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. ("MuniCap", "we" or "our"), consultant in connection with the creation by the City of Celina, Texas (the "City"), of Wells South Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [March 26], 2024, and the final Limited Offering Memorandum for the Bonds, dated April 9, 2024 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "THE PID ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about May 9, 2024) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

MUNICAP, INC.

By: _____

Its: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of May 1, 2024 (this "Disclosure Agreement") is executed and delivered by and between the City of Celina, Texas (the "Issuer"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (in such capacity, the "Dissemination Agent") with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project)" (the "Bonds"). The Issuer and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of May 1, 2024, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Additional Obligations" shall have the meaning assigned to such term in the Indenture.

"Administrative Expenses" shall have the meaning assigned to such term in the Indenture.

"Administrator" shall have the meaning assigned to such term in the Indenture. The initial Administrator is MuniCap, Inc.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Issuer Report" shall mean any Annual Issuer Report prepared by the Issuer pursuant to, and as described in, Section 3, containing the information required by Section 4 of this Disclosure Agreement.

"Annual Service Plan Update" shall have the meaning assigned to such term in Section 4(a)(ii) of this Disclosure Agreement.

"Assessed Parcel" means each respective parcel of land located within Neighborhood Improvement Area #6 and/or Neighborhood Improvement Area #7 of the District against which an Assessment is levied by the Assessment Ordinance(s) in accordance with the Service and Assessment Plan.

"Assessment Ordinance" shall mean, together, the Neighborhood Improvement Area #6 Assessment Ordinance and the Neighborhood Improvement Area #7 Assessment Ordinance.

"Business Day" shall have the meaning assigned to such term in the Indenture.

"Developer" shall mean M/I Homes of DFW, LLC, a Delaware limited liability company, and its successors and assigns.

"Disclosure Agreement of the Developer" shall mean the Continuing Disclosure Agreement of the Developer dated as of May 1, 2024, executed and delivered by the Developer and the Dissemination Agent.

"Disclosure Representative" shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Wells South Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System available on the internet at http://emma.msrb.org.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the twelve consecutive months beginning on October 1 and ending on September 30, as same may be changed in accordance with Section 3 below.

"Foreclosure Proceeds" shall have the meaning assigned to such term in the Indenture.

"Listed Event" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

"Neighborhood Improvement Area #6" means the sixth phase to be developed within the District and further identified and depicted in Appendix B-7 of the Service and Assessment Plan.

Neighborhood Improvement Area #6 Assessment Ordinance" shall have the meaning assigned to such term in the Indenture.

"Neighborhood Improvement Area #6 Assessments" shall have the meaning assigned to such term in the Indenture.

"Neighborhood Improvement Area #6 Assessment Roll" shall have the meaning assigned to such term in the Indenture.

"Neighborhood Improvement Area #6 Improvements" means the Public Improvements which will benefit the Assessed Parcels located within Neighborhood Improvement Area #6 of the District, as more particularly described in Section III.H of the Service and Assessment Plan.

"Neighborhood Improvement Area #7" means the seventh phase to be developed within the District and further identified and depicted in Appendix B-8 in the Service and Assessment Plan.

Neighborhood Improvement Area #7 Assessment Ordinance" shall have the meaning assigned to such term in the Indenture.

"Neighborhood Improvement Area #7 Assessments" shall have the meaning assigned to such term in the Indenture.

"Neighborhood Improvement Area #7 Assessment Roll" shall have the meaning assigned to such term in the Indenture.

"Neighborhood Improvement Area #7 Improvements" means the Public Improvements which will benefit the Assessed Parcels located within Neighborhood Improvement Area #7 of the District, as more particularly described in Section III.I of the Service and Assessment Plan.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall have the meaning assigned to such term in the Indenture.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"Public Improvements" shall have the meaning assigned to such term in the Indenture.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have meaning assigned to such term in the Indenture.

"Trustee" shall mean U.S. Bank Trust Company, National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ended September 30, 2024, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than six months after the end of the Issuer's Fiscal Year. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six

months after the end of each Fiscal Year; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report (excluding the audited financial statements of the Issuer, if any, which shall be filed by the Issuer or the Dissemination Agent upon receipt from the Issuer) containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding; and

(B) The amounts in the funds and accounts under the Indenture securing the Bonds.

(C) Any assets and liabilities of the pledged Trust Estate not covered in other responses.

(ii) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "Annual Service Plan Update"), including any changes to the methodology for levying the Neighborhood Improvement Area #6 Assessments or Neighborhood Improvement Area #7 Assessments. Until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Neighborhood Improvement Area #6 Assessments or Neighborhood Improvement Area #7 Assessments levied within Neighborhood Improvement Area #6 and Neighborhood

Improvement Area #7, respectively, such Annual Service Plan Update shall include the number of new homes completed in Neighborhood Improvement Area #6 or Neighborhood Improvement Area #7, respectively during such Fiscal Year and the aggregate number of new homes completed within Neighborhood Improvement Area #6 and Neighborhood Improvement Area #7, respectively, since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2024.

(iii) The individual and aggregate taxable assessed valuation for parcels or lots within Neighborhood Improvement Area #6 and Neighborhood Improvement Area #7 based on the most recent certified tax roll available to the Issuer.

(iv) For Neighborhood Improvement Area #6 and Neighborhood Improvement Area #7 the total amount of Annual Installments assessed and collected during such Fiscal Year, together with the amount of delinquent Neighborhood Improvement Area #6 Assessments and Neighborhood Improvement Area #7 Assessments collected and Neighborhood Improvement Area #6 Assessments and Neighborhood Improvement Area #7 Assessments prepaid during such Fiscal Year.

(v) As of February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year), the total amount of the following with respect to Neighborhood Improvement Area #6 and Neighborhood Improvement Area #7:

(A) Annual Installments invoiced,

B) Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator),

(C) delinquent Annual Installments,

(D) Foreclosure Proceeds collected, and

(E) prepaid Neighborhood Improvement Area #6 Assessments or Neighborhood Improvement Area #7 Assessments collected.

(vi) The current or delinquent status of the payment of the Neighborhood Improvement Area #6 Assessments or Neighborhood Improvement Area #7 Assessments for each parcel or lot in Neighborhood Improvement Area #6 and Neighborhood Improvement Area #7 as of February 15 of the calendar year immediately succeeding such Fiscal Year.

(vii) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(viii) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If audited financial statements are not included with the financial information provided under subsection 4(a) above, unaudited financial statements shall be included with such financial information within the time period specified.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated MuniCap, Inc. as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Neighborhood Improvement Area #6 or Neighborhood Improvement Area #7, respectively, in the ordinary course of the Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the issuance of additional bonds, if any, under the Indenture or the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 5 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent in writing to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice to MSRB of Failure to File."

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB.

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer

an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to such series of Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The Dissemination Agent may resign by providing 30 days prior written notice to the Issuer. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on

the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any of the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of the Developer by the Developer, and a default under the Disclosure Agreement of the Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected as part of the Neighborhood Improvement Area #6 Assessments collected from the property owners in Neighborhood Improvement Area #6 and the Neighborhood Improvement Area #7 Assessments collected from the property owners in Neighborhood Improvement Area #7, of the District against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses

(including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. If the Issuer does not provide the Dissemination Agent with the Annual Financial Information in accordance with subsection 4(a) or the audited financial statements in accordance with subsection 4(b), the Dissemination Agent shall not be responsible for the failure to submit an Annual Financial Information or audited financial statements, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT IS UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION. THE ISSUER DOES NOT WAIVE, AND EXPRESSLY RESERVES, ITS GOVERNMENTAL IMMUNITY FOR SUIT AND LIABILITY.

SECTION 12. Assessments Timeline. The basic expected timeline for the collection of Neighborhood Improvement Area #6 Assessments or Neighborhood Improvement Area #7 Assessments and the anticipated procedures for pursuing the collection of delinquent Neighborhood Improvement Area #6 Assessments or Neighborhood Improvement Area #7 Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Neighborhood Improvement Area #6 Assessments or Neighborhood Improvement Area #7 Assessments. Failure to adhere to such

expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent agrees that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from Neighborhood Improvement Area #6 Assessments collected from the property owners in Neighborhood Improvement Area #6 or from the Neighborhood Improvement Area #7 Assessments collected from property owners in Neighborhood Improvement Area #7 of the District, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Statutory Verifications. The Dissemination Agent and the Administrator, each individually, make the following representation and verifications to enable the Issuer to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Disclosure Agreement. As used in such

verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator, as the case may be, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) Not a Sanctioned Company. The Dissemination Agent and the Administrator, each individually, represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dissemination Agent and the Administrator and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Dissemination Agent and the Administrator, each individually, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator, each individually, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Dissemination Agent and the Administrator, each individually, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[*Signature pages follow*.]

CITY OF CELINA, TEXAS
(as Issuer)

By: _____
City Manager

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL ISSUER REPORT

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project)
Date of Delivery	_____, 20__
CUSIP Nos:	[Insert CUSIP Nos]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of the Issuer dated May 1, 2024 between the Issuer and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.
on behalf of the City of Celina, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT)

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP Numbers: [insert CUSIP Numbers]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.]
Address: [_____]
City: [___]
Telephone: (___) ___-____
Contact Person: Attn: _____

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

INVESTMENTS

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding audited financial statements of the Issuer.

Section 4(a)(i)(C)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

ASSETS

Bond Proceed Balance, if any	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

LIABILITIES

Outstanding Bond Principal	_____
Outstanding Expenses (if any)	_____
TOTAL LIABILITIES	_____

EQUITY

Assets Less Liabilities	_____

OUTSTANDING ASSESSMENTS

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

☐ Audited ☐ Unaudited

ITEMS REQUIRED BY SECTION 4(a)(ii)-(viii)
[Insert a line item for each applicable listing]

EXHIBIT C

BASIC TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES

Date	Delinquency Clock (Days)	Activity
January 31		Neighborhood Improvement Area #6 Assessments and Neighborhood Improvement Area #7 Assessments are due.
February 1	1	Neighborhood Improvement Area #6 Assessments and Neighborhood Improvement Area #7 Assessments Delinquent if not received.
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payment on March 1. **If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified**. Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Neighborhood Improvement Area #6 Assessments and Neighborhood Improvement Area #7 Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure**.

		If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.
March 1	29/30	Trustee pays bond interest payments to bondholders. Reserve Fund payment to Bond Fund may be required if Neighborhood Improvement Area #6 Assessments or Neighborhood Improvement Area #7 Assessments are below approximately 50% collection rate. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or Fund for debt service. **Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties**. Issuer determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
March 20	**48/49**	**Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies**. **If any property owner with ownership of property responsible for more than $10,000 of the Neighborhood Improvement Area #6 Assessments or Neighborhood Improvement Area #7 Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Neighborhood Improvement Area**

		#6 Assessments or Neighborhood Improvement Area #7 Assessments.
April 15	**74/75**	**Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity**.
		If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	90/91	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	104/105	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 120/121).
June 1	**121/122**	**Foreclosure action to be filed with the court**.
June 15	**135/136**	**Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status**. **Dissemination Agent notifies bondholders**.
July 1	151/152	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than 25% of the Owners may request a meeting with the City Manager or Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed 5%, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Neighborhood Improvement Area #6 Assessments or Neighborhood Improvement Area #7 Assessments.