Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, DECEMBER 13, 2022
5:00 PM
AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Presentation of a proclamation to the 4A UIL State Marching Band Champion, Celina High School Band. (Pierce)

B. Presentation of a proclamation and key to the City to Punk Carter. (Terry)

C. Presentation of golf tournament funds to the Downtown Commission, Police and Fire Association. (Jackson)

D. Presentation of Honorable Mention Award for Bobcat Trail at Ousley Park. (Webb)

E. Presentation of the Texas Chapter of the American Planning Association Excellence Award. (McAfee)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees, recognitions, promotions. (Bromiley, Everson, Satarino)

B. Discussion regarding any and/or all agenda items.

C. Discussion regarding the Assistant Police Chief interview process. (Satarino)

D. Naming of the future Celina Senior Center at Ousley Park. (Webb)

E. Discussion regarding the Fiscal Year 2023 Bond Projects. (Brawner)

V. 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.

VI. EXECUTIVE SESSION:

A. Discussion regarding Project 3-D Dance.

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

C. Discussion regarding Randall Collins, et al v. City of Celina, Texas; Cause No. 429-05614-2022.

D. Discussion regarding Ownsby Parkway condemnation and property acquisition including right of way and easements on a tract of land known as 1510 Vest Lane, Prosper, TX (Property Tax ID 2137874).

E. Discussion regarding Legacy Hills condemnation and property acquisitions including easements on a 100 acre tract located east of North Dallas Parkway and south of County Road 60 aka "Marilee Road" (Property Tax ID 984947 AND 995098).

F. Discussion regarding East Glendenning Parkway condemnation and property acquisitions including right of way and easements on a 77.694-acre tract of land known as 625 E. Glendenning Parkway, Celina, Texas (Property Tax ID 962612).

G. Discussion regarding City Manager's contract.

Reconvene Into Open Session

H. Consider and act upon any items discussed in executive session, except item G.

I. Consider and act to authorize the City Attorney to file all necessary lawsuits or other documents in court and complete all necessary actions to obtain right of entry for the purpose of performing surveying, geotechnical investigations, environmental studies, conducting an appraisal, and any other actions related to preparing for eminent domain proceedings on the property located at 1510 Vest Lane, Prosper, TX (Property Tax ID 2137874).

J. Consider and act upon a resolution of the City Council of the City of Celina, Texas finding that a public necessity exists and authorizing condemnation to acquire four easements on one tract for municipal purposes to install public utilities, including but not limited to, water and wastewater transmission lines, drainage facilities, grading, such appurtenant facilities as may be necessary, and other public uses, which tract is generally described being 82.25-acres located in the John Davis Survey, Abstract No. 254, and 17.25-acres located in the Jonathan Howard Survey, Abstract No. 442, totaling 100-acres, Property ID 984947 and 995098, generally located east of North Dallas Parkway, Celina, Texas, and south of County Road 60 aka "Marilee Rd.", Celina, Texas, and being more particularly described herein; providing notice of an official determination to acquire real property for a 20' water line easement of 0.670-acres, a 40' temporary construction easement of 1.340-acres, a 20' wastewater easement of 0.679-acres, and a 40' temporary construction easement of 1.359-acres for municipal purposes to install public utilities, including but not limited to, water and wastewater transmission lines, drainage facilities, grading, such appurtenant facilities as may be necessary, and other public uses; authorizing the City Manager to obtain the necessary appraisal report(s) and the making of bona fide offers of just compensation for the property; ratifying prior documents made for acquisition of the property; authorizing legal counsel to institute eminent domain proceedings on behalf of the City for the acquisition of the property 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.

K. Consider and act upon a resolution of the City Council of the City of Celina, Texas finding that a public necessity exists and authorizing condemnation to acquire right-of-way and temporary construction easement on one tract for municipal purposes to install a public project, including but not limited to, public roadway, water and wastewater transmission lines, drainage facilities, grading, such appurtenant facilities as may be necessary, and other public uses, which tract is generally described being located in Collin County School Land Survey #14, Abstract No. 167, 77.694 deeded acres, Property ID 962612, generally located on the southeast corner of East Glendenning Parkway and Preston Road, Collin County, Texas, and being more particularly described herein; providing notice of an official determination to acquire real property for a 0.440-acre right-of-way and a 0.054-acre temporary construction easement for municipal purposes to install public utilities, including but not limited to, public roadway, water and wastewater transmission lines, drainage facilities, grading, such appurtenant facilities as may be necessary, and other public uses; authorizing the City Manager to obtain the necessary appraisal report(s) and the making of bona fide offers of just compensation for the property; ratifying prior documents made for acquisition of the property; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the property 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.

VII. CONSENT AGENDA:

Items are considered self-explanatory and will be enacted with one motion. No separate

discussion of these items will occur unless so requested by at least one member of the City Council.

A. Minutes Approval:

1. City Council - Regular Meeting - November 8, 2022, 5:00 PM

2. City Council - Canvass - November 21, 2022, 10:00 AM

B. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Final Amended Project and Financing Plan for TIRZ #11. (Stovall)

C. Consider and act upon a resolution of the City Council of the City of Celina, Texas, approving distribution from the TIRZ Fund for the Downtown Patio Project. (TIRZ #11) (Stovall)

D. Consider and act upon an Interlocal Agreement between the City of Celina and Denton County for Fire and Emergency Medical Services. (Metdker)

E. Consider and act to authorize an agreement for engineering services for the design of Choate Median Landscape and Lighting Improvements with Pacheco Koch in an amount not to exceed $53,600.00. (Berry)

F. Consider and act to authorize the City Manager to execute an Escrow Agreement by and between Tellus Texas, LLC ("Tellus") and the City of Celina ("Celina") for asphalt improvements on Parvin Road from Bothwell Boulevard to Legacy Drive. (Glasgow)

G. Consider and act to authorize Amendment 5 for Colorado Street reconstruction design with GEI Consultants in an amount not to exceed $59,310.00 (Berry)

H. Consider and act to authorize Change Order 3 to the Sunset Blvd Lift Station project in an amount not to exceed $51,612.00 (Berry)

I. Consider and act to purchase Pavement Analysis Services from Data Transfer Solutions (DTS) through a cooperative contract with North Texas Share in an amount not to exceed $150,000.00. (Quigley)

J. Consider and act to award Bid 2023-011 for Water and Wastewater Parts and Accessories to Ferguson Waterworks and North Texas Winwater Co. at the unit prices listed in an amount not to exceed $182,000.00. (Quigley)

K. Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and Anthemnet, Inc. located at the Sunset Lift Station. (Satarino)

L. Consider and act to purchase audio/visual equipment for the Senior Center from Visionality through a cooperative contract with TIPS in an amount not to exceed $98,992.78. (Berry)

M. Consider and act to purchase two (2) Motorcycles from BMW through a cooperative contract with the City of Fort Worth in the amount of $58,387.74 plus two (2) radar units from Applied Concepts through a cooperative contract with Buyboard in the amount of $7,265.00 for a total amount not to exceed $65,652.74. (Berry)

N. Consider and act upon a resolution of the City Council of the City of Celina adopting an investment policy for funds for the City of Celina for fiscal year 2022-2023; designating the Assistant City Manager over Internal Services, the Director of Finance, and the Assistant Finance Director as the Investment Officers; and providing an effective date. (Johnson)

O. Consider and act upon a resolution of the City Council of the City of Celina, bestowing the name "Ralph O'Dell Senior Center at Ousley Park" upon the Senior Center at Ousley Park; and, providing an effective date. (Webb)

P. Consider and act upon an ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022, and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Q. Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Wilson Creek Meadows Public Improvement District and providing an effective date. (Johnson)

R. Consider and act upon an ordinance amending the Master Fee Chart. (Master Fee Chart Revision) (McAfee)

S. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 19 acres within the Extraterritorial Jurisdiction, generally located at the southeast corner of the Collin County Outer Loop and Choate Parkway. (Choate Loop Ranch – C-3 Annexation Service Agreement) (Lopez)

T. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 25 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of Preston Road and future Legacy Drive. (Dorothy Winchester Tract – C-3 Annexation Service Agreement) (Pollard)

U. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 102 acres within the Extraterritorial Jurisdiction, generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road. (Celina Parvin – C-3 Annexation Service Agreement) (Pollard)

V. Consider and act upon an amendment to the Legacy Hills Development Agreement; generally located north of future J. Fred Smith Parkway, west of future Celina Parkway, east of Dallas Parkway, and south of Marilee Road, within the City Limits. (Legacy Hills – Sixth Amended DA) (Brawner)

W. Consider and act upon a third amendment to the Development Agreement between the City of Celina and the Parks at Wilson Creek, L.P. for approximately 701 acres of land, generally located east of Coit Road and north of the Collin County Outer Loop. (Parks at Wilson Creek Traditions Architecture – Third Amended DA) (Lopez)

X. Consider and act upon the first amendment to the Development Agreement between the City of Celina and the Parks at Wilson Creek, L.P. for approximately 51 acres of land, generally located north of the Collin County Outer Loop, and approximately 1,045 feet west of future Custer Road, within the City Limits. (The Parks Annex (Matusek) Traditions Architecture – First Amended DA) (Lopez)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 19 acres, generally located at the southeast corner of the Collin County Outer Loop and Choate Parkway, within the Extraterritorial Jurisdiction (ETJ). (Choate Loop Ranch – C-3 Expedited Annexation) (McAfee)

B. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 19 acres to Collin County Outer Loop Overlay District (CCOLO), generally located at the southeast corner of the Collin County Outer Loop and Choate Parkway. (Choate Loop Ranch – Zoning) (McAfee)

C. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Ariana, LLC, for approximately 149 acres, generally located at the northwest corner of Louisiana Drive and G. A. Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). (Ariana – Development Agreement) (McAfee)

D. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Celina289 Holding, LLC, for approximately 12 acres of land, generally located at the northeast corner of Kristina Court and Mark Alexander Court, within the Extraterritorial Jurisdiction (ETJ). (Preston 450 – Development Agreement) (McAfee)

E. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and DFW Land, LLC, for approximately 387 acres of land, generally located east of Bothwell Boulevard, west of Smiley Road, and south of FM 428, within the Extraterritorial Jurisdiction (ETJ). (Sorrells Tract – Development Agreement) (McAfee)

F. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Teel Lakes, LLC, for approximately 47 acres of land, generally located east of Smiley Road and approximately 965 feet north of Parvin Road, within the Extraterritorial Jurisdiction (ETJ). (Teel Lakes – Development Agreement) (McAfee)

G. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 25 acres, generally located at the northwest corner Preston Road and future Legacy Drive, within the Extraterritorial Jurisdiction (ETJ). (Dorothy Winchester Tract – C-3 Expedited Annexation) (McAfee)

H. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 24 acres to Commercial, Office, & Retail District (C) and Multi-Family, Urban Edge District (MF-2) with the Preston Road Overlay (PRO), generally located at the northwest corner of Preston Road and future Legacy Drive. (Dorothy Winchester Tract – Zoning) (McAfee)

I. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and MM Celina Parvin 101, LLC, for approximately 102 acres of land, generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road, within the Extraterritorial Jurisdiction (ETJ). (Celina Parvin – Development Agreement) (McAfee)

J. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 102 acres, generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road, within the Extraterritorial Jurisdiction (ETJ). (Celina Parvin – C-3 Expedited Annexation) (McAfee)

K. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 102 acres to a Planned Development (PD) with Single-Family, Detached District (SF-R), and Single-Family, Attached District (SF-A) base zoning, generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road. (Celina Parvin – Zoning) (McAfee)

IX. ACTION ITEM:

A. Consider and act to award bid 2023-015 for Tax Increment Reinvestment Zone (TIRZ) consulting services to Willdan Financial Services in an amount not to exceed $91,246.00 and authorize the City Manager to execute the agreement , or alternatively award the contract to another vendor that responded to Bid 2023-015. (Quigley)

B. Consider and act to purchase five (5) warning sirens from Mobile Communications America through a cooperative contract with Buyboard in the amount of $471,851.90 plus 10% contingency in the amount of $47,185.19 for a total not to exceed $519,037.09. (Quigley)

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: Thursday, December 8, 2022 at 5:00 p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

_____ _____

Lauren Field, TRMC
City Secretary

Date Notice Removed

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Police Interview Committee

Action Requested:

Discussion regarding the Assistant Police Chief interview process. (Satarino)

Background Information:

Staff has contracted with Strategic Government Resources to conduct the interview and hiring process for the Assistant Police Chief. Below is an overview of the process.

Step 1: Recruiting

- SGR has a consistent and proven track record of recruiting government leaders. The City's recruiter, Larry Boyd, served as an Assistant Chief in Arlington, and then as Police Chief in Irving for 9 years.
- Each week Larry Boyd sends a summary of how many candidates have submitted applications, and associated demographics.
- The 30-day period to apply ended on November 27, 2022

Step 2: Identifying Viable Candidates

- SGR will provide a vetting system that identifies candidates who are the best fit for moving towards being a finalist in the process. The applicants will be tiered into high-probability candidates, medium- probability candidates, and low-probability candidates.
- SGR will then conduct more active screening instruments to include written questionnaires and recorded online interviews
- A package detailing each finalist will then be delivered to the City, most likely 5 finalists

Step 4: Interviewing Finalist

- **Two-Tiered Process**
  - **Tier 1**- The City of Celina Executive Staff will interview finalist in a panel format. These panelists have a true understanding of what it takes to be a member of the Celina leadership team.

- **Tier 2**- A consortium of Assistant Chiefs from area police departments will conduct interviews of the candidates. The Assistant Chiefs will come from agencies such as Frisco, McKinney, Prosper, Allen. etc. The final list of Assistant Chief panelist will be selected once we have identified all Celina PD AC finalists in an effort to make certain the Assistant Chief panel is not comprised of members who know the finalist.
  - The Assistant Chiefs selected will be Subject Matter Experts as law enforcement leaders. Each one of them will meet or exceed the requirements it takes to become an assistant police chief in Celina. All of the panelists will have academic degrees or advanced academic degrees, advance professional educations, and will have attended advanced leadership courses such as the Leadership Command College, Senior Management Institute for Police, FBI National Academy, etc. Additionally, each will have history of command level experience, and each of these panelists will be well suited to assist with the assessment of the assistant chief finalists.
- **Tier 3** - Final two candidates will be interviewed by three Council members with Chief and City Manager present to hear their comments, questions, and views on the final candidates.

Step 5-Assitant Chief Selection

- The Chief of Police will review the input of the two panels and Council committee and select the Assistant Chief of Police
- The goal is to have the candidate identified and hired in January 2023.

Staff Recommendation:

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Parks and Recreation
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Cody Webb, Director of Parks and Recreation
CC:	Kim Brawner, Assistant City Manager
Date:	December 13, 2022
Re:	Naming of the future Senior Center

Action Requested:

Naming of the future Celina Senior Center at Ousley Park

Background Information:

The City is going to renovate the old Bobcat Stadium locker room to create the City's future Senior Center. Plans are completed and construction will soon be underway. There is currently no name for the Senior Center.

Staff proposes to name the future Senior Center after one of Celina's long time advocates, Ralph O'Dell. Ralph has proved his love for Celina and specifically his devotion to supporting the Seniors through his many years of service within the community.

The proposed name of the renovated facility is the, "Ralph O'Dell Senior Center at Ousley Park."

Alternatives:

Staff brings this item to council for comments and discussion

Supporting Documents:

Presentation

Staff Recommendation:

SENIOR CENTER ADDITION

December 13, 2022
5:00pm

Attachment: 4 - B -- Senior Center Naming - CC 12.13.2022 CW2 (Ousley Park Senior Center)

CELINA
TEXAS
Life Connected.
CELINA SENIOR CENTER

RALPH O'DELL “THE MAN, THE MYTH, THE LEGEND”

Short History

- Graduated from Alla Hubbard High School at age 16
- Was married in Denton on June 13, 1943 and married for 76 years
- Ralph served in the Pacific Islands for 2 1/2 years during World War II
- He served in the Army Reserves for 50 years

Contributions

- Has Co-managed the Senior Center for nearly 20 years
- Long-time volunteer at City Events including Splash and Blast, Farmers Market, Cajun Fest
- Served as President of the Preston Trails Rotary Club
- Held served in various positions of leadership within the Celina Community

Attachment: 4 - B -- Senior Center Naming - CC 12.13.2022 CW2 (Ousley Park Senior Center)

PRAISE FOR RALPH O'DELL

April 2013 – Ralph was presented as 2012 Citizen of the Year by the Chamber

April 2013 – Ralph was recognized for his lifetime of achievement for service to country and to the city

> B. Ralph O'Dell Recognition – *Mayor Terry recognized citizen Ralph O'Dell for a lifetime of achievement, service to our country and for his service to the city through various volunteer positions and involvement. He was presented with a certificate, a key to the city and boots from the Boots Campaign benefitting wounded warriors.*

May 2015 – Ralph led the Preston Club Rotary to win the Non-Profit of the year

Attachment: 4 - B -- Senior Center Naming - CC 12.13.2022 CW2 (Ousley Park Senior Center)

Ralph L. O'Dell
United States Army

Ralph O'Dell tried to join the Army with his friend Pete Kinney when he was 16 years old, but his father, Tom O'Dell, would not sign the papers, so he had to wait and was drafted to the Army in 1943. He was sent to Camp Callan in San Diego where he would undergo 16 weeks of training on the azimuth tracker to help in the operation and firing of the anti-aircraft artillery 40MM guns. The azimuth tracker was an early predecessor to the computer. From training, O'Dell was shipped to the South Pacific in February of 1944. He would engage in action in New Zealand, New Guinea, the Solomon Islands, and many islands on over to the Philippines. As a part of a "non-divisional artillery unit," he would be sent wherever he was needed to support the Army, Navy, or Air Force. They provided support for troops by firing upon enemy aircraft and, after Leyte, they fired upon ground targets with over 100 four-pound shells per minute. These shells consisted of armor piercing, high explosives, and tracers and had a range of 6,000 yards. As the battles of World War II began to decrease, O'Dell worked at battery headquarters as a typist. He was mustered out of the Army at the age of 20. He earned the Pacific Medal, the Bronze Star, and the Meritorious Service Medal.

Attachment: 4 - B -- Senior Center Naming - CC 12.13.2022 CW2 (Ousley Park Senior Center)

NEXT STEPS

- Construction has begun with a tentative completion date of Fall 2023
- Staff recommends approval to name the future Senior Center “Ralph O’Dell Senior Center at Ousley Park”

Attachment: 4 - B -- Senior Center Naming - CC 12.13.2022 CW2 (Ousley Park Senior Center)

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Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kim Brawner, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Fiscal Year 2023 CIP Projects

Action Requested:
Discussion regarding the Fiscal Year 2023 Bond Projects

Background Information:
The City has planned many necessary projects during 2023 that include big updates to the City's infrastructure and future level of service to the community. The projects will improve the quality of life in Celina community.

Staff Recommendation:

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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, NOVEMBER 8, 2022
5:00 PM
MINUTES

Minutes Acceptance: Minutes of Nov 8, 2022 5:00 PM (Minutes Approval)

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Terry announced a quorum was present and called the meeting of the Celina City Council to order at 5:00 p.m. on Tuesday, November 8, 2022.

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Presentation of a Proclamation to Celina High School Bocce State Champion Jenna Hemphill (Terry)

Mayor Terry presented a proclamation to Celina High School Bocce State Champion, Jenna Hemphill.

B. Recognition of Citizens Government Academy Participants (Terry)

Mayor Terry recognized all those who participated in this year's Citizen's Government Academy.

C. 2022 Scenic City of the Year Award Presentation (McAfee)

Dusty McAfee, Executive Director of Development Services, announced the City of Celina received the 2022 Scenic City of the Year.

D. Presentation by Carter Blood Care to winner of Battle of the Badges

Carter Blood Care announced the Celina Police Department as the winner of Battle of the Badges.

E. Upper Trinity Regional Water District Quarterly Update (Howard)

Corbett Howard provided the quarterly update on the Upper Trinity Water District.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding any and/or all agenda items.

B. Discussion regarding Tax Increment Reinvestment Zone #11 (TIRZ #11). (Stovall)

Karla Stovall, Assistant City Manager, introduced Natalie Moore with the David Pettit Economic Development group. Ms. Moore gave an overview of the TRIZ 11 District.

C. Discussion regarding the proposed 2023 City Council Retreat. (Satarino)

Anthony Satarino, Director of Strategic Services, presented the proposed dates for the upcoming City Council retreat.

D. Discussion regarding an ordinance amending the Master Fee Chart. (Master Fee Chart Annual Update) (McAfee)

Dusty McAfee, Executive Director of Development Services, reviewed the annual update to the Master Fee Chart.

V. OPEN FORUM:

Dale Bainum spoke regarding Consent Agenda item "Y" and the timing of Executive Session.

VI. EXECUTIVE SESSION:

As authorized by Section 551.071(2) of the Texas Government Code, this 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.

The City Council convened into Executive Session at 5:52 p.m.

A. Discussion regarding agreement by and between the City of Celina, Celina Economic Development Corporation and Creeks Retail

B. Discussion regarding Parks at Wilson Creek Traditions architecture

C. Discussion regarding R54 Glendenning Parkway right-of-way condemnation

D. Discussion regarding amendment to Hong Tract Development Agreement

E. Discussion regarding amendment to Legacy Hills Development Agreement

F. Discussion regarding Teel Lakes Development Agreement

G. Discussion regarding Sorrells Tract Development Agreement

H. Discussion regarding the acquisition of right-of-way and easements necessary for the construction of Coit Road from Vest Lane to Choate Parkway

I. Discussion regarding easement acquisition for Preston Road 24” Waterline Extension Project

J. Discussion regarding acquisition of land for City Hall parking garage

Minutes Acceptance: Minutes of Nov 8, 2022 5:00 PM (Minutes Approval)

K. Discussion regarding possible southwest park land purchase

Reconvene Into Open Session

The City Council reconvened into the Regular Meeting at 6:41 p.m.

L. Consider and act upon any items discussed in executive session.

No action was taken.

VII. CONSENT AGENDA:

Mayor Terry removed item Y for discussion and individual action; and item AD for discussion and action at a later date.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted four (4) for and none (0) opposed to approve all remaining items on the Consent Agenda. The motion carried.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Hopkins
ABSENT:	Wigginton, Koehne

A. Minutes Approval:

1. City Council - Regular Meeting - September 13, 2022, 5:00 PM

2. City Council - Regular Meeting - October 11, 2022, 5:00 PM

B. Report regarding the Annual Stormwater Management Plan actions. (Glasgow)

C. Review and acceptance of the Quarterly Human Resources Report for the period ended September 30, 2022. (Peters)

D. Quarterly Investment Report for the period ended September 30, 2022. (Johnson)

E. Review and acceptance of the Quarterly Budget Report for the period ended September 30, 2022. (Bromiley)

F. Consider and act upon approval of an updated Investment Policy for the City of Celina, Texas. (Bromiley)

G. Consider and act to purchase agenda software from CivicPlus with an initial first year cost of $8,200.00 and an annual recurring cost of $4,578.00 beginning in year two. (Berry)

H. Consider and act to purchase medical supplies and pharmaceuticals through a Interlocal Contract with Bound Tree Medical Supply in an amount not to exceed $60,000.00. (Berry)

I. Consider and act to purchase uniforms and leather gear through a cooperative contract with GT Distributors in an amount not to exceed $50,000.00. (Berry)

Minutes Acceptance: Minutes of Nov 8, 2022 5:00 PM (Minutes Approval)

J. Consider and act to purchase uniforms for the Fire Department through a cooperative contract with Galls in an amount not to exceed $60,000.00. (Berry)

K. Consider and act to purchase replacement shade fabric panels from Webuildfun through a cooperative contract with Buyboard in an amount of $69,791.00 plus ten percent contingency in the amount of $6,976.00 in an amount not to exceed $76,767.00. (Berry)

L. Consider and act upon the purchase of third party inspection services from Burgess Construction Consultants Inc. and Bureau Veritas, at the unit prices listed, in an amount not to exceed $60,000.00 (Quigley)

M. Consider and act to authorize the purchase of Sensus water meters and accessories from Aqua-Metric Sales as the sole source provider in an amount not to exceed $917,434.00. (Berry)

N. Consider and act to authorize an agreement for testing services for the Law Enforcement Center Construction with EST, Inc., in the amount of $93,130.00 plus ten percent contingency in the amount of $9,313.00 for a total amount not to exceed $102,443.00. (Berry)

O. Consider and act to authorize an amendment to Work Authorization 43 for testing services for Fire Station 3 with EST, Inc., in an amount not to exceed $88,839.00. (Berry)

P. Consider and act to authorize payment to deliver electric service to the Law Enforcement Center (Police Building) with Grayson Collin Electric Cooperative in an amount not to exceed $111,612.25. (Berry)

Q. Consider and act to authorize various repairs for fire trucks through the manufacturer's representative Siddon-Martin Emergency Group in an amount not to exceed $60,000.00. (Berry)

R. Consider and act to purchase a 2022 Type 1 Ambulance through a cooperative contract with Rush Truck Centers of Ohio, Inc., in an amount not to exceed $324,016.00. (Berry)

S. Consider and act to purchase a 2022 Silverado 3500 HD through a cooperative contract with Caldwell Country Chevrolet in an amount not to exceed $70,171.00. (Berry)

T. Consider and act to purchase a 2023 Silverado 1500 from Reliable Chevrolet in an amount not to exceed $48,327.00. (Berry)

U. Consider and act to purchase two 2022 Ford F150s through a cooperative contract with Silsbee Ford in an amount not to exceed $101,334.50. (Berry)

V. Consider and act to purchase a 2022 Ford Explorer through a cooperative contract with Silsbee Ford in an amount not to exceed $31,887.00. (Berry)

W. Consider and act to authorize the City Manager to enter into an agreement for the use of undeveloped City park property as agricultural land. (Webb)

X. Consider and act to authorize the City Manager to enter into an agreement for the lease of undeveloped City park property as pasture land. (Webb)

Minutes Acceptance: Minutes of Nov 8, 2022 5:00 PM (Minutes Approval)

Z. Consider and act upon an amendment to the Development Agreement for approximately 36 acres of land, generally located west of future Custer Road and approximately 1,800 feet north of future Ousley Boulevard, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Creek Pointe Estates – First Amended DA) (Lopez)

AA. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 25 acres within the Extraterritorial Jurisdiction, generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive. (SW Carey & Legacy - C-3 Annexation Service Agreement) (White)

AB. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 26 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of future Celina Parkway and County Road 57. (Young Tract – C-3 Annexation Service Agreement) (White)

AC. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 3 acres within the Extraterritorial Jurisdiction, generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway. (3G10 Investments – C-3 Annexation Service Agreement) (Lopez)

AE. Consider and act upon an amendment to the Hong Tract Development Agreement for approximately 45 acres of land, generally located east of FM 1385 and approximately 180 feet north of Tudor Place, within the City Limits. (Hong Tract – First Amended DA) (Pollard)

AF. Consider and act upon a resolution of the City Council of the City of Celina, Texas, removing Corbett Howard as the City's representative and appointing Kimberly Brawner to serve as a member on the Board of Directors for the Upper Trinity Regional Water District (UTRWD).

AG. Consider and act on a resolution of the City Council authorizing the execution by the City of Celina, Texas, of conveyance documents necessary to effectuate the acquisition of water easements, wastewater easements and temporary construction easements for the Preston 24" Waterline Extension project; and providing for an effective date. (Majeed)

AH. Consider and act on a resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents necessary to effectuate the acquisition of right of way, water easements, wastewater easements, drainage easements, slope easements and temporary construction easements for the Coit road (from Vest lane to approximately 1200 linear feet from Punk Carter Parkway) project; and providing for an effective date. (Oduro)

AI. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Celina 52 East LP easements dedicated as part of Greenway Phase 1. (Oduro)

AJ. Consider and act upon an ordinance of the City of Celina, Texas, adopting Updated Service Credits (USC) to be effective on January 1, 2023. (Peters)

AK. Consider and act upon an ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022, and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Minutes Acceptance: Minutes of Nov 8, 2022 5:00 PM (Minutes Approval)

ITEM REMOVED FOR INDIVIDUAL CONSDERATION:

Y. Consider and act upon an Economic Development Performance Agreement by and between the City of Celina and NWC Tollway/Frontier, LP, for economic incentive funding under Chapter 380 of the Texas Local Government Code. (NWC Tollway/Frontier, LP) (Satarino)

Upon a motion by Councilmember Hopkins and a second by Councilmember Ferguson, the Council voted four (4) for and none (0) opposed to approve the Economic Development Performance Agreement with NWC Tollway/Frontier, LP. The motion carried.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Hopkins
ABSENT:	Wigginton, Koehne

AD. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within the Harper Estates Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Assessment Roll; directing the filing of the proposed Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on December 13, 2022, to consider an ordinance levying assessments on property located within the Harper Estates Public Improvement District. (Harper Estates PID – Pre-SAP) (Pollard)

No action taken

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance amending the City's Code of Ordinances, by amending Chapter 14: Zoning, to modify overlay district regulations. (Overlay Districts – Text Amendment) (McAfee)

Mayor Terry opened the public hearing at 7:01 p.m.

John Kessel spoke in opposition to the item.

With no one else wishing to speak, Mayor Terry closed the public hearing at 7:09 p.m.

Upon a motion by Councilmember Hopkins and a second by Mayor Pro Tem Pierce, the Council voted four (4) for and none (0) opposed the approve Ordinance No. 2022-124. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Hopkins
ABSENT:	Wigginton, Koehne

Minutes Acceptance: Minutes of Nov 8, 2022 5:00 PM (Minutes Approval)

B. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 3 acres, generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway, within the Extraterritorial Jurisdiction (ETJ). (3G10 Investments - C-3 Expedited Annexation) (McAfee)

Mayor Terry opened the public hearing at 7:14 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:14 p.m.

Upon a motion by Councilmember Hopkins and a second by Mayor Pro Tem Pierce, the Council voted four (4) for and none (0) opposed the approve Ordinance No. 2022-125. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Hopkins
ABSENT:	Wigginton, Koehne

C. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 3 acres to a Planned Development (PD) with Commercial, Office, and Retail District (C) base zoning, generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway. (3G10 Investments – Zoning) (McAfee)

Mayor Terry opened the public hearing at 7:15 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:15 p.m.

Upon a motion by Councilmember Ferguson and a second by Councilmember Hopkins, the Council voted four (4) for and none (0) opposed the approve Ordinance No. 2022-126. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Philip Ferguson, Place 1
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Hopkins
ABSENT:	Wigginton, Koehne

D. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 25 acres, generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive, within the Extraterritorial Jurisdiction (ETJ). (SW Carey & Legacy – C-3 Expedited Annexation) (McAfee)

Mayor Terry opened the public hearing at 7:20 p.m.

Randy Allen, Rex Glendenning, and John Kessel spoke in support of the item.
Ryan Tubbs spoke in opposition to the item.

With no one else wishing to speak, Mayor Terry closed the public hearing at 7:30 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Ferguson, the Council voted four (4) for and none (0) opposed the approve Ordinance No. 2022-127. The motion carried.

Minutes Acceptance: Minutes of Nov 8, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Hopkins
ABSENT:	Wigginton, Koehne

E. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 25 acres to Mixed-Use District (MU), generally located south of Carey Road and approximately 1,240 feet west of future Legacy Drive. (SW Carey & Legacy - Zoning) (McAfee)

Mayor Terry opened the public hearing at 7:33 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:33 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Ferguson, the Council voted four (4) for and none (0) opposed the approve Ordinance No. 2022-128. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Hopkins
ABSENT:	Wigginton, Koehne

F. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 26 acres, generally located at the northwest corner of future Celina Parkway and County Road 57, within the Extraterritorial Jurisdiction (ETJ). (Young Tract - C-3 Expedited Annexation) (McAfee)

Mayor Terry opened the public hearing at 7:36 p.m.

Matthew Kiran and Rex Glendenning spoke in support of the item.

With no one else wishing to speak, Mayor Terry closed the public hearing at 7:40 p.m.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted four (4) for and none (0) opposed the approve Ordinance No. 2022-129. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Hopkins
ABSENT:	Wigginton, Koehne

G. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 26 acres to Mixed-Use District (MU), generally located at the northwest corner of future Celina Parkway and County Road 57. (Young Tract – Zoning) (McAfee)

Minutes Acceptance: Minutes of Nov 8, 2022 5:00 PM (Minutes Approval)

Mayor Terry opened the public hearing at 7:44 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:44 p.m.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Griggs, the Council voted four (4) for and none (0) opposed the approve Ordinance No. 2022-130. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Tony Griggs, Place 6
AYES:	Griggs, Ferguson, Pierce, Hopkins
ABSENT:	Wigginton, Koehne

IX. ACTION ITEM:

A. Consider and act to award RFP 2022-0149 for Performance Measures for Police and Fire Departments to Center for Public Safety Management in an amount not to exceed $144,369.00. (Satarino)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted four (4) for and none (0) opposed the award RFP 2022-0149. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Hopkins
ABSENT:	Wigginton, Koehne

B. Consider and act to authorize the Guaranteed Maximum Price (GMP) Amendment 2 for the construction of the Law Enforcement Center Building, Phase 1 to Lee Lewis Construction in the amount of $23,306,708.00 for a guaranteed maximum amount not to exceed $31,321,873.00 (total project cost). (Berry)

Upon a motion by Councilmember Hopkins and a second by Councilmember Ferguson, the Council voted four (4) for and none (0) opposed the authorize the GMP Amendment 2 for the construction of the Law Enforcement Center Building, Phase 1. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Hopkins
ABSENT:	Wigginton, Koehne

C. Consider and act to award bid 2023-001 for Legacy Hills Water Reclamation Facility (WRF) to Bar Constructors Inc., in an amount not to exceed $33,051,795.00. (Berry)

Upon a motion by Councilmember Hopkins and a second by Councilmember Griggs, the Council voted four (4) for and none (0) opposed to award bid 2023-001 to Bar Constructors, Inc. The motion carried.

Minutes Acceptance: Minutes of Nov 8, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Tony Griggs, Place 6
AYES:	Griggs, Ferguson, Pierce, Hopkins
ABSENT:	Wigginton, Koehne

X. ADJOURNMENT:

Mayor Terry adjourned the Regular Meeting of the Celina City Council at 8:00 p.m. on Tuesday, November 8, 2022.

_____
Sean Terry, Mayor

_____
Lauren Field, City Secretary

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Nov 8, 2022 5:00 PM (Minutes Approval)

Life Connected.

CITY COUNCIL CANVASS
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
MONDAY, NOVEMBER 21, 2022
10:00 AM
MINUTES

I. CALL TO ORDER:

Mayor Terry called the Canvass Meeting of the Celina City Council to order at 10:46 a.m. on Monday, November 21, 2022, and announced a quorum was present.

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

II. CANVASS:

1. Consider and act upon approval of an ordinance of the City Council of the City of Celina, Texas canvassing the results of the Special Election held on November 8, 2022. (Field)

Upon a motion by Councilmember Hopkins and a second by Mayor Terry, the Council voted two (2) for and none (0) opposed to approve Ordinance No. 2022-131. The motion carried.

III. ADJOURN:

Mayor Terry adjourned the Canvass Meeting of the Celina City Council at 10:49 a.m. on Monday, November 21, 2022.

_____
Sean Terry, Mayor

_____
Lauren Field, City Secretary

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Nov 21, 2022 10:00 AM (Minutes Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Jason Laumer, City Manager
Date: December 13, 2022
Re: TIRZ #11 Final Amended PFP

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Final Amended Project and Financing Plan for TIRZ #11. (Stovall)

Background Information:

On December 12, 2017, City Council approved Ordinance No. 2017-136 establishing Tax Increment Reinvestment Zone (TIRZ) #11. City Council adopted the Downtown Master Plan on January 8, 2019, to reflect the vision of the community for Downtown Celina and to establish guidelines and considerations for the future growth of the community. On December 13, 2022, the TIRZ #11 Board approved and recommended City Council approval of the Final Amended TIRZ #11 Project and Financing Plan.

This item recommends that City Council accept the Final and Amended Project and Financing Plan for Reinvestment Zone #11.

Board Review/Citizen Input:

TIRZ #11 Board recommends for approval.

Legal Review:

Completed

Supporting Documents:

Ordinance
Final and Amended Project and Financing Plan for Reinvestment Zone #11

Staff Recommendation:

Staff recommends for approval.

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING AN AMENDED FINAL PROJECT AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER ELEVEN, CITY OF CELINA, TEXAS INCLUDING A PERCENT OF PARTICIPATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, pursuant to and as required by Section 311.003(b) of the Act, the governing body of the City (hereinafter referred to as the "City Council") prepared a Preliminary Reinvestment Zone Financing Plan for Reinvestment Zone Number Eleven, City of Celina, Texas, dated December 12, 2017, attached to Ordinance No. 2017-136 adopted December 12, 2017, for a proposed tax increment reinvestment zone containing approximately 687 acres of property located within the city limits of the City; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the official newspaper of the City on December 1, 2017, which date is not later than the seventh (7th) day before the public hearing held on December 12, 2017; and

WHEREAS, at the public hearing on December 12, 2017, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, after the public hearing on December 12, 2017, the City Council approved Ordinance No. 2017-136, establishing Reinvestment Zone Number Eleven, City of Celina, Texas (hereinafter referred to as the "Zone"); and

WHEREAS, on January 9, 2018, the Board of Directors for Reinvestment Zone Number Eleven, City of Celina, Texas, authorized the preparation and recommendation of the Final Project and Reinvestment Zone Financing Plan and submitted to City Council for approval; and

WHEREAS, on January 9, 2018, the City Council approved Ordinance No. 2018-03, approving the Final Project and Reinvestment Zone Financing Plan; and

WHEREAS, pursuant to Section 311.011(e) the board of directors of the zone at any time may adopt an amendment to the project plan consistent with the requirements and limitations of 311.011. The amendment takes effect on approval by the governing body of the municipality that created the zone. That approval must be by ordinance; and

WHEREAS, the City Council of the City of Celina, Texas, pursuant to Chapter 311 of the Texas Tax Code, now desires to amend the Final Project and Reinvestment Zone Financing Plan

Attachment: City of Celina TIRZ #11 Amended PFP_v5 (TIRZ #11 Final Amended PFP)

to update the zoning and project costs for Reinvestment Zone Number Eleven, City of Celina, Texas; and

WHEREAS, on December 13, 2022, the Board of Directors for Reinvestment Zone Number Eleven, City of Celina, Texas, recommended that the Plan in Exhibit A, be approved by the City Council; and

WHEREAS, pursuant to Section 311.011(b) of the Act, an amended final project plan must include, (1) a description and map showing existing uses and conditions of real property in the Zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, (3) a list of estimated non project costs, and (4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan; and

WHEREAS, pursuant to Section 311.011(c) of the Act, a final reinvestment zone financing plan must include (1) a detailed list describing the estimated project costs of the Zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the Zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the Zone that levies taxes on real property in the Zone, (7) the current total appraised value of taxable real property in the Zone, (8) the estimated captured appraised valued of the Zone during each year of its existence, and (9) the duration of the Zone; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Ordinance, approving an Amended Final Project and Reinvestment Zone Financing Plan, a copy of which is attached hereto as Exhibit A, is in the best interests of the citizens of the City of Celina, Texas.

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

SECTION 1. FINDINGS. Each and every one of the recitals, findings, and determinations contained in the preamble to this Ordinance is incorporated into the body of this Ordinance as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2. SUFFICIENCY. The Amended Final Project and Reinvestment Zone Financing Plan conforms with and satisfies all requirements set forth in Sections 311.011 of the Act. Specifically, the amended final project plan includes, but is not limited to, (1) a description and map showing existing uses and conditions of real property in the Zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the

Attachment: City of Celina TIRZ #11 Amended PFP_v5 (TIRZ #11 Final Amended PFP)

county, (3) a list of estimated non-project costs, and (4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan. The final reinvestment zone financing plan includes, but is not limited to, (1) a detailed list describing the estimated project costs of the Zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the Zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the Zone that levies taxes on real property in the Zone, (7) the current total appraised value of taxable real property in the Zone, (8) the estimated captured appraised valued of the Zone during each year of its existence, and (9) the duration of the Zone.

SECTION 3. FEASIBILITY. The City Council, pursuant to Section 311,011 of the Act, finds that the Amended Final Project and Reinvestment Zone Finance Plan is feasible.

SECTION 4. APPROVING AN AMENDED FINAL PROJECT AND REINVESTMENT ZONE FINANCING PLAN. The Board of Directors for the Zone have prepared and recommended adoption of this Amended Final Project and Reinvestment Zone Financing Plan and have submitted it to this City Council for approval. The City Council hereby approves the Amended Final Project and Reinvestment Zone Financing Plan, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes.

SECTION 5. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 13TH DAY OF DECEMBER 2022.

APPROVED:

_____
Sean Terry, MAYOR

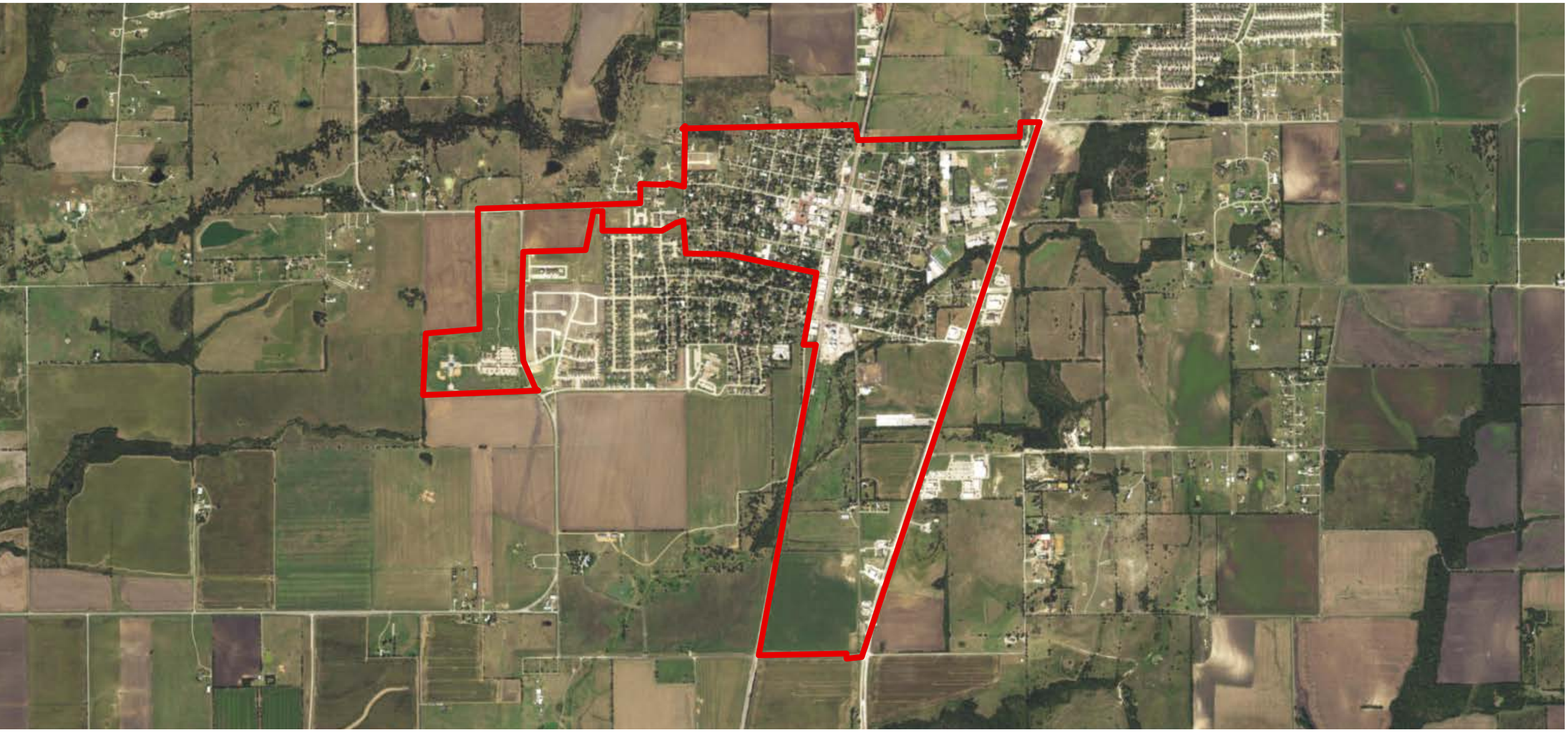
ATTEST:

_____
Lauren Field, CITY SECRETARY

Attachment: City of Celina TIRZ #11 Amended PFP_v5 (TIRZ #11 Final Amended PFP)

City of Celina TIRZ Number Eleven

City of Celina Tax Increment Reinvestment Zone #11



Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

1 Introduction 1

2 Legal Boundary 2

3 Current Conditions 6

4 Anticipated Development 9

5 Project Plan 11

6 Financial Feasibility Analysis 12

7 Terms and Conditions 33

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performanc of the national, and/or local economy and real estate market. Given that economic conditions can change anc real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.

Creating a Reinvestment Zone

Pursuant to Section 311.005 of the Texas Tax Code, to be designated a reinvestment zone, an area must:

Sec. 311.011. PROJECT AND FINANCING PLANS.

(b) The project plan must include:

(1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property;

(2) proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable;

(3) a list of estimated nonproject costs; and

(4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan.

(c) The reinvestment zone financing plan must include:

(1) a detailed list describing the estimated project costs of the zone, including administrative expenses;

(2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone;

(3) a finding that the plan is economically feasible and an economic feasibility study;

(4) the estimated amount of bonded indebtedness to be incurred;

(5) the estimated time when related costs or monetary obligations are to be incurred;

(6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone;

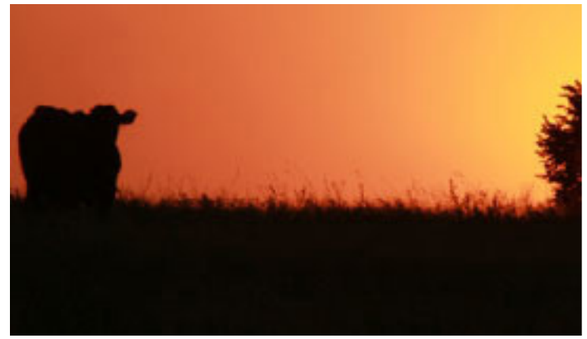
(7) the current total appraised value of taxable real property in the zone;

(8) the estimated captured appraised value of the zone during each year of its existence; and

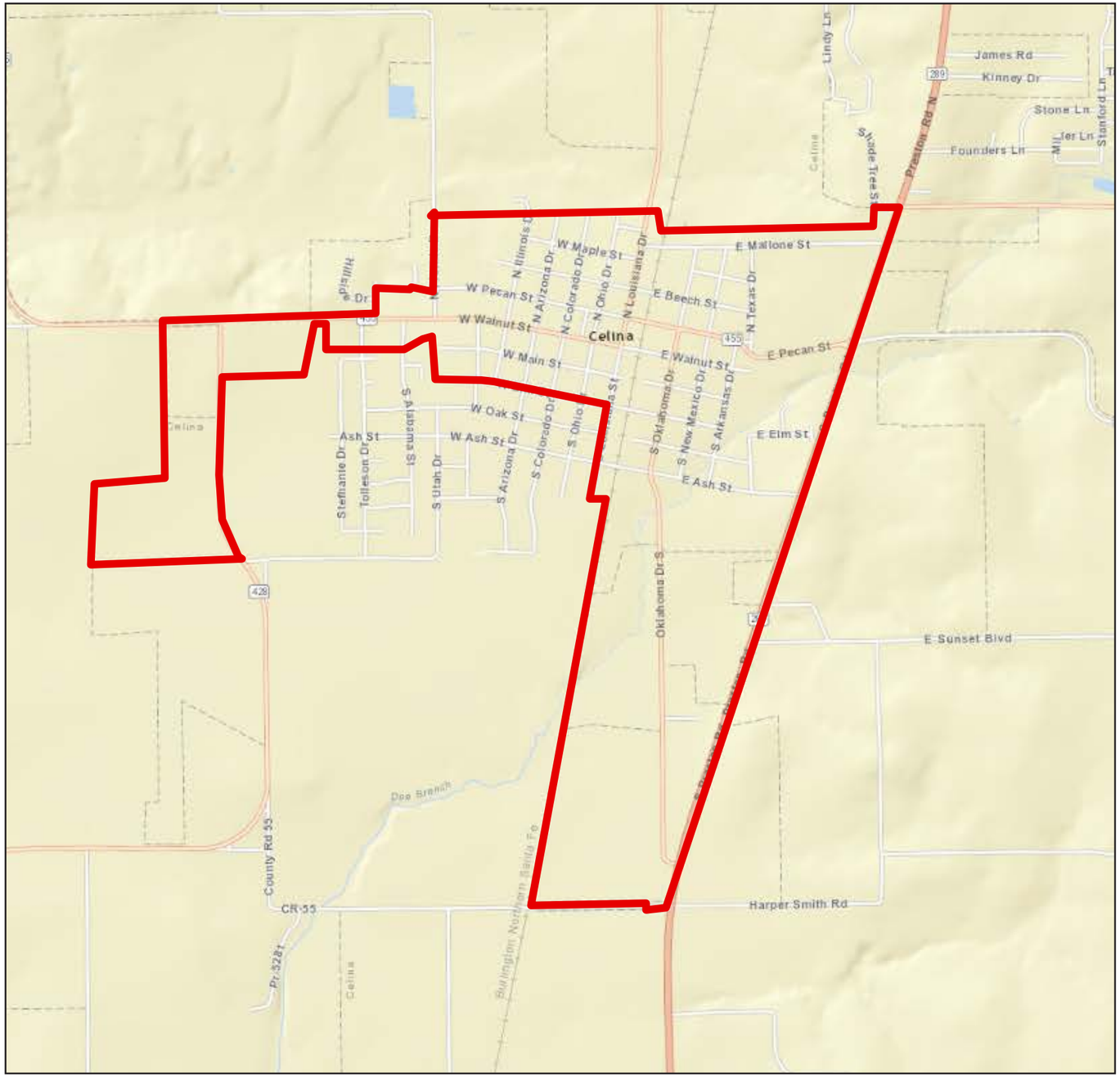
(9) the duration of the zone.

CELINA TEXAS EST. 1876

Every year hundreds of families are discovering the wholesome, country lifestyle; the excellent school system, and the warm, friendly community of Celina. Many retail and commercial businesses are considering Celina for their next location and development is moving fast. With a trade population of approximately 69,000 and an ideal location just north of Frisco, Texas, in the coveted 'Golden Corridor', Celina is Open for Business!



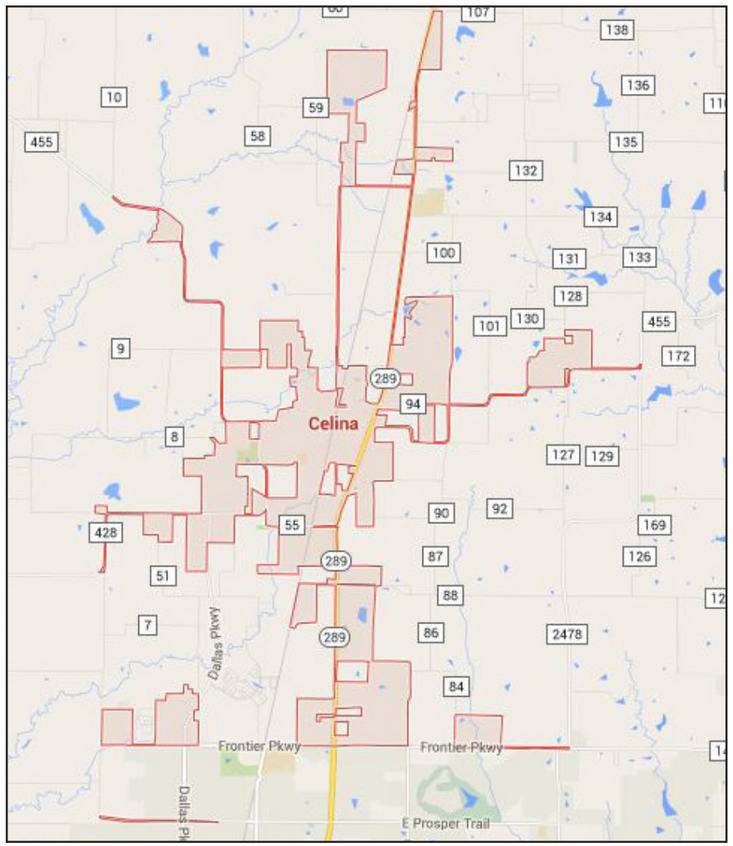
Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)



Tax Increment Reinvestment Zone Number Eleven, City of Celina

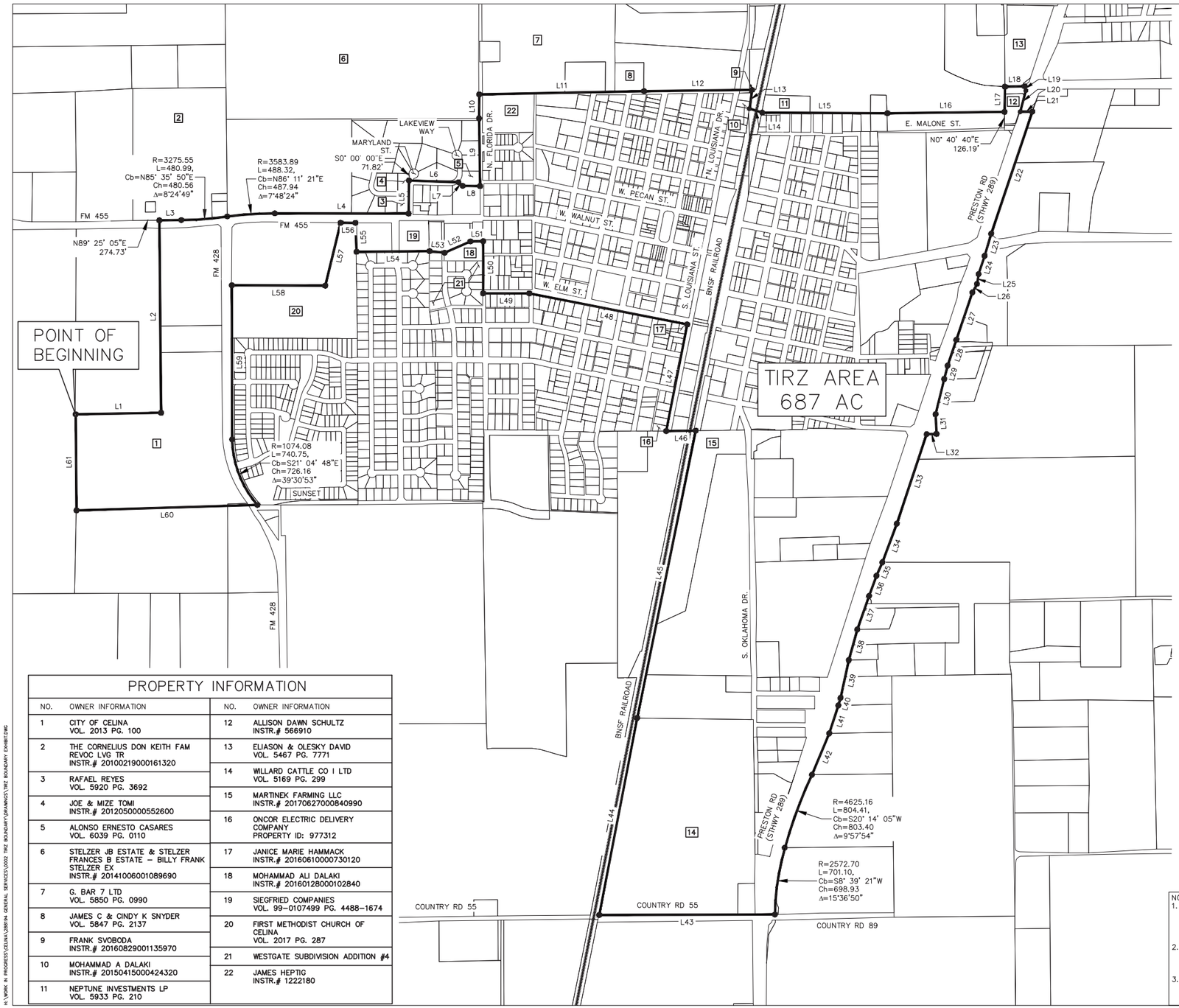
The City of Celina Tax Increment Reinvestment Zone Number Eleven (TIRZ #11) was created on December 12, 2017, and is approximately 687 acres and is located near the intersection of Preston Road and FM-455.

The goal of the TIRZ is to facilitate development and encourage private investment while maintaining high development standards within the City. The TIRZ supports these developments through the contribution of 100% of the City of Celina's real property increment and 25% of its sales tax increment generated within the zone. Collin County contributes 50% of its real property increment to the zone, subject to an interlocal agreement. Without the implementation of the TIRZ, the delineated property would continue to impair the sound growth of the municipality.



Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Legal TIRZ Boundary Map



LINE TABLE		
Line #	Length	Direction
L1	883.07	N89° 01' 57"E
L2	1989.93	N0° 30' 35"W
L3	226.68	N89° 21' 23"E
L4	1383.04	S89° 54' 27"E
L5	341.95	N0° 41' 01"E
L6	511.92	S87° 59' 17"E
L7	57.05	S48° 23' 57"E
L8	180.85	S89° 19' 01"E
L9	700.10	N0° 52' 05"W
L10	248.21	N0° 20' 22"E
L11	1704.48	N88° 53' 45"E
L12	1115.97	N89° 19' 17"E
L13	195.54	S7° 18' 32"W
L14	135.64	S72° 33' 12"E
L15	1294.09	S89° 43' 00"E
L16	1210.58	N89° 21' 07"E
L17	260.61	N1° 00' 31"E
L18	203.51	N88° 44' 48"E
L19	46.79	S14° 45' 44"E
L20	225.61	S14° 39' 23"W
L21	125.12	N89° 21' 58"E
L22	1332.01	S18° 37' 28"W
L23	238.91	S16° 35' 57"W
L24	198.35	S18° 26' 38"W
L25	101.98	S7° 15' 38"W
L26	101.98	S30° 01' 53"W
L27	516.48	S18° 40' 47"W
L28	282.14	S18° 40' 25"W
L29	144.72	S14° 13' 12"W
L30	373.74	S13° 51' 21"W
L31	203.91	S3° 11' 24"E

LINE TABLE		
Line #	Length	Direction
L32	103.10	S89° 24' 00"W
L33	975.47	S18° 23' 29"W
L34	426.61	S20° 31' 56"W
L35	152.81	S23° 38' 35"W
L36	221.64	S20° 02' 53"W
L37	366.55	S19° 17' 07"W
L38	329.23	S15° 41' 32"W
L39	399.98	S12° 13' 02"W
L40	81.71	S16° 44' 46"W
L41	303.38	S18° 05' 02"W
L42	463.39	S22° 35' 33"W
L43	1815.86	S89° 51' 20"W
L44	2072.47	N10° 55' 04"E
L45	3033.08	N11° 30' 14"E
L46	305.61	S89° 02' 36"W
L47	1123.87	N11° 11' 09"E
L48	1663.70	N78° 52' 16"W
L49	476.80	N89° 59' 46"W
L50	538.99	N0° 04' 28"W
L51	131.06	S89° 09' 40"W
L52	291.72	S66° 15' 34"W
L53	155.93	N83° 47' 43"W
L54	755.05	S89° 25' 55"W
L55	299.85	N2° 13' 25"W
L56	152.64	N89° 44' 44"W
L57	669.13	S13° 42' 35"W
L58	965.77	N89° 43' 33"W
L59	1593.65	S0° 06' 32"E
L60	1869.99	S88° 17' 14"W
L61	993.73	N0° 32' 52"W

PROPERTY INFORMATION

NO.	OWNER INFORMATION	NO.	OWNER INFORMATION
1	CITY OF CELINA VOL. 2013 PG. 100	12	ALLISON DAWN SCHULTZ INSTR.# 566910
2	THE CORNELIUS DON KEITH FAM REVOC LVG TR INSTR.# 20100219000161320	13	ELIASON & OLESKY DAVID VOL. 5467 PG. 7771
3	RAFAEL REYES VOL. 5920 PG. 3692	14	WILLARD CATTLE CO I LTD VOL. 5169 PG. 299
4	JOE & MIZE TOMI INSTR.# 20120500000552600	15	MARTINEK FARMING LLC INSTR.# 20170627000840990
5	ALONSO ERNESTO CASARES VOL. 6039 PG. 0110	16	ONCOR ELECTRIC DELIVERY COMPANY PROPERTY ID: 977312
6	STELZER JB ESTATE & STELZER FRANCES B ESTATE – BILLY FRANK STELZER EX INSTR.# 20141006001089690	17	JANICE MARIE HAMMACK INSTR.# 20160610000730120
7	G. BAR 7 LTD VOL. 5850 PG. 0990	18	MOHAMMAD ALI DALAKI INSTR.# 20160128000102840
8	JAMES C & CINDY K SNYDER VOL. 5847 PG. 2137	19	SIEGFRIED COMPANIES VOL. 99–0107499 PG. 4488–1674
9	FRANK SVOBODA INSTR.# 20160829001135970	20	FIRST METHODIST CHURCH OF CELINA VOL. 2017 PG. 287
10	MOHAMMAD A DALAKI INSTR.# 20150415000424320	21	WESTGATE SUBDIVISION ADDITION #4
11	NEPTUNE INVESTMENTS LP VOL. 5933 PG. 210	22	JAMES HEPTIG INSTR.# 1222180

NOTES:
1. THE DEED INFORMATION SHOWN IS BASED ON INFORMATION RECORDED IN THE DEED RECORDS OF COLLIN COUNTY, TEXAS (D.R.C.C.T.).
2. PARCEL BOUNDARY INFORMATION ACQUIRED FROM COLLIN COUNTY G.I.S. DEPARTMENT.
3. EXHIBIT ONLY – DOES NOT REPRESENT AN ON–THE–GROUND FIELD SURVEY.

N

0 500 1000

SCALE : 1" = 1000'
10/30/17

CITY OF CELINA
TIRZ BOUNDARY EXHIBIT
687 ACRE TRACT

TRC ENGINEERS, INC.
700 NIGHLANDER BLVD, STE. 210 ARLINGTON, TX 76015 T.B.P.E. FIRM REGISTRATION # F–8632 (817) 522 – 1000

H:\WORK IN PROGRESS\CELINA\288194 GENERAL SERVICES\002 TIRZ BOUNDARY\DRAWINGS\TIRZ BOUNDARY EXHIBIT.DWG

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

TIRZ Legal Boundary

CITY OF CELINA
TIRZ BOUNDARY
687 ACRE TRACT
LEGAL DESCRIPTION

BEGINNING at a point being the West most Northwest corner of the City of Celina tract as recorded in Vol. 2013 Pg. 100 D.R.C.C.T.,

THENCE easterly along the boundary of said City of Celina tract with the following course:

1. North 89 degree 01 minutes 57 seconds East, a distance of 883.07 feet to a point for corner;

THENCE northerly with the western property line of said City of Celina tract, to a point in the North R.O.W. (Right-of-Way) of FM 455 (variable width R.O.W.) with the following course:

2. North 00 degree 30 minutes 35 seconds West, a distance of 1989.93 feet to a point for corner;

THENCE easterly along said North R.O.W. of FM 455 with the following course:

3. North 89 degrees 21 minutes 23 seconds East, a distance of 226.68 feet to a point, said point being North 89 degrees 25 minutes 05 seconds East with a distance of 274.73 feet from the Southwest corner of The Cornelius Don Keith Fam Revoc Lvg Tr tract as recorded by Instrument # 20100219000161320 D.R.C.C.T, at the beginning of a curve to the left;

4. Along said curve to the left with a central angle of 08 degrees 24 minutes 49 seconds, radius of 3275.55 feet, a chord bearing North 85 degrees 35 minutes 50 seconds East and chord distance of 480.56 feet, for a total arc length of 480.99 feet to a point of compound curvature to the right;

5. Along said compound curvature to the right with a central angle of 07 degrees 48 minutes 24 seconds, radius of 3583.89 feet, a chord bearing North 86 degrees 11 minutes 21 seconds East and chord distance of 487.94 feet, for a total arc length of 488.32 feet to a point for corner;

6. South 89 degrees 54 minutes 27 seconds East, a distance of 1383.04 feet to a point for corner, said point also being the Southeast corner of Rafael Reyes tract as recorded in Vol. 5920 Pg. 3692 D.R.C.C.T.;

THENCE, departing the FM 455 North R.O.W., and continuing northerly along the West R.O.W. of Maryland Street (a 50-ft R.O.W.) with the following course:

7. North 00 degrees 41 minutes 01 seconds East, a distance of 341.95 feet to a point for corner, said point being due South with a distance of 71.87 feet from the Northeast corner of Joe & Mize Tomi tract as recorded by Instrument # 2012050000552600 D.R.C.C.T.;

THENCE easterly and along the North R.O.W. of Lakeview Way (a 50-ft R.O.W.) to the West most point and along the South boundary of the Alonso Ernesto Casares tract as recorded by Vol. 6039 Pg. 0110 D.R.C.C.T., said point also lying in the West R.O.W. of N. Florida Dr. (a variable width R.O.W.), with the following course:

8. South 87 degrees 59 minutes 17 seconds East, a distance of 511.92 feet to a point for corner;

9. South 48 degrees 23 minutes 57 seconds East, a distance of 57.05 feet to a point for corner;

10. South 89 degrees 19 minutes 01 seconds East, a distance of 180.85 feet to a point for corner;

THENCE northerly with said R.O.W. of N. Florida Dr. with the following course:

11. North 00 degrees 52 minutes 05 seconds West, a distance of 700.10 feet to a point for corner, said point being the Southeast corner of Stelzer JB Estate & Stelzer Frances B Estate – Billy Frank Stelzer Ex tract as recorded by Instrument # 20141006001089690 D.R.C.C.T.;

12. North 00 degrees 20 minutes 22 seconds East, a distance of 248.21 feet to a point for corner;

THENCE easterly, departing said West R.O.W. of N. Florida Dr., with the following course:

13. North 88 degrees 53 minutes 45 seconds East, a distance of 1704.48 feet to a point for corner, said point being the Southeast corner of James C & Cindy K Snyder tract as recorded by Vol. 5847 Pg. 2137 D.R.C.C.T.;

14. North 89 degrees 19 minutes 17 seconds East, a distance of 1115.97 feet to a point for corner, said point being the Northeast corner of Frank Svoboda tract as recorded by Instrument # 20160829001135970 D.R.C.C.T.;

15. South 07 degrees 18 minutes 32 seconds West, a distance of 195.54 feet to a point for corner, said point being the Southeast corner of Mohammad a Dalaki tract as recorded by Instrument # 20150415000424320 D.R.C.C.T.;

16. South 72 degrees 33 minutes 12 seconds East, a distance of 135.64 feet to a point for corner, said point being the Southwest corner of Neptune Investments LP tract as recorded by Vol. 5933 Pg. 210 D.R.C.C.T.;

17. South 89 degrees 43 minutes 00 seconds East, a distance of 1294.09 feet to a point for corner;

18. North 89 degrees 21 minutes 07 seconds East, a distance of 1210.58 feet to a point for corner, said point being North 00 degrees 40 minutes 40 seconds East with a distance 126.19 feet from the Southwest corner of Allison Dawn Schultz tract as recorded by Instrument # 566910 D.R.C.C.T.;

19. North 01 degrees 00 minutes 31 seconds East, a distance of 260.61 feet to a point for corner, said point being the Southwest corner of Eliason & Olesky David tract as recorded by Vol. 5467 Pg. 7771 D.R.C.C.T.;

20. North 88 degrees 44 minutes 48 seconds East, a distance of 203.51 feet to a point for corner;

21. South 14 degrees 45 minutes 44 seconds East, a distance of 46.79 feet to a point for corner in the West R.O.W. of Preston Road (State Highway 289, a variable width R.O.W.);

22. South 14 degrees 39 minutes 23 seconds West, with the West R.O.W. of Preston Road, a distance of 225.61 feet to a point for corner;

23. North 89 degrees 21 minutes 58 seconds East, departing the West R.O.W. of Preston Road, a distance of 125.12 feet to a point for corner in the East R.O.W. of Preston Road;

THENCE southerly with the East R.O.W. of Preston Road with the following course:

24. South 18 degrees 37 minutes 28 seconds West, a distance of 1332.01 feet to a point for corner;

25. South 16 degrees 35 minutes 57 seconds West, a distance of 238.91 feet to a point for corner;

26. South 18 degrees 26 minutes 38 seconds West, a distance of 198.35 feet to a point for corner;

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

27. South 07 degrees 15 minutes 38 seconds West, a distance of 101.98 feet to a point for corner;

28. South 30 degrees 01 minutes 53 seconds West, a distance of 101.98 feet to a point for corner;

29. South 18 degrees 40 minutes 47 seconds West, a distance of 516.48 feet to a point for corner;

30. South 18 degrees 40 minutes 25 seconds West, a distance of 282.14 feet to a point for corner;

31. South 14 degrees 13 minutes 12 seconds West, a distance of 144.72 feet to a point for corner;

32. South 13 degrees 51 minutes 21 seconds West, a distance of 373.74 feet to a point for corner;

33. South 03 degrees 11 minutes 24 seconds East, a distance of 203.91 feet to a point for corner;

34. South 89 degrees 24 minutes 00 seconds West, a distance of 103.10 feet to a point for corner;

35. South 18 degrees 23 minutes 29 seconds West, a distance of 975.47 feet to a point for corner;

36. South 20 degrees 31 minutes 56 seconds West, a distance of 426.61 feet to a point for corner;

37. South 23 degrees 38 minutes 35 seconds West, a distance of 152.81 feet to a point for corner;

38. South 20 degrees 02 minutes 53 seconds West, a distance of 221.64 feet to a point for corner;

39. South 19 degrees 17 minutes 07 seconds West, a distance of 366.55 feet to a point for corner;

40. South 15 degrees 41 minutes 32 seconds West, a distance of 329.23 feet to a point for corner;

41. South 12 degrees 13 minutes 02 seconds West, a distance of 399.98 feet to a point for corner;

42. South 16 degrees 44 minutes 46 seconds West, a distance of 81.71 feet to a point for corner;

43. South 18 degrees 05 minutes 02 seconds West, a distance of 303.38 feet to a point for corner;

44. South 22 degrees 35 minutes 33 seconds West, a distance of 463.39 feet to a point at the beginning of a curve to the left;

45. Along said curve to the left with a central angle of 09 degrees 57 minutes 54 seconds, radius of 4625.16 feet, a chord bearing South 20 degrees 14 minutes 05 seconds West and chord distance of 803.40 feet, for a total arc length of 804.41 feet to a point of compound curvature to the left;

46. Along said compound curvature to the left with a central angle of 15 degrees 36 minutes 50 seconds, radius of 2572.70 feet, a chord bearing South 08 degrees 39 minutes 21 seconds West and chord distance of 698.93 feet, for a total arc length of 701.10 feet to a point for corner;

THENCE departing said Preston Rd (State Highway 289) East R.O.W., westerly with the North R.O.W. of Country Rd 55 with the following course:

47. South 89 degrees 51 minutes 20 seconds West, a distance of 1815.86 feet to a point for corner, said point being the Southwest corner of Willard Cattle Co I LTD tract as recorded by Vol. 5169 Pg. 299 D.R.C.C.T.;

THENCE departing said North R.O.W. of County Rd 55, northerly with the East R.O.W. of the BNSF Railroad with the following course:

48. North 10 degrees 55 minutes 04 seconds East, a distance of 2072.47 feet to a point for corner;

49. North 11 degrees 30 minutes 14 seconds East, a distance of 3033.08 feet to a point for corner, said point being the Northwest corner of Martinek Farming LLC tract as recorded by Instrument # 20170627000840990 D.R.C.C.T.;

THENCE westerly to a point in the West R.O.W. of S. Louisiana St. with the following course:

50. South 89 degrees 02 minutes 36 seconds West, a distance of 305.61 feet to a point for corner, said point being the Southeast corner of Oncor Electric Delivery Company tract as shown in the Collin County Central Appraisal District map as Property ID 977312;

THENCE northerly with said West R.O.W. of S. Louisiana St. with the following course:

51. North 11 degrees 11 minutes 09 seconds East, a distance of 1123.87 feet to a point for corner, said point being the Northeast corner of Janice Marie Hammack tract as recorded by Instrument # 20160610000730120 D.R.C.C.T.;

THENCE westerly with the South R.O.W. of W. Elm St. with the following course:

52. North 78 degrees 52 minutes 16 seconds West, a distance of 1663.70 feet to a point for corner;

53. North 89 degrees 59 minutes 46 seconds West, a distance of 476.80 feet to a point for corner, said point lying in the east line of the Westgate Subdivision Addition #4, as recorded in Instrument #200166440000210;

THENCE northerly to the Northeast corner of Mohammad Ali Dalaki tract as recorded by Instrument # 20160128000102840 D.R.C.C.T., with the following course:

54. North 00 degrees 04 minutes 28 seconds West, a distance of 538.99 feet to a point for corner;

THENCE easterly with the following course:

55. South 89 degrees 09 minutes 40 seconds West, a distance of 131.06 feet to a point for corner;

56. South 66 degrees 15 minutes 34 seconds West, a distance of 291.72 feet to a point for corner, said point being the West most Northwest corner of said Mohammad Ali Dalaki tract;

57. North 83 degrees 47 minutes 43 seconds West, a distance of 155.93 feet to a point for corner, said point being the Southeast corner of Siegfried Companies as recorded by Vol. 99-0107499 Pg. 4488-1674 D.R.C.C.T.;

58. South 89 degrees 25 minutes 55 seconds West, a distance of 755.05 feet to a point for corner;

59. North 02 degrees 13 minutes 25 seconds West, a distance of 299.85 feet to a point for corner, said point being the Northeast corner of First United Methodist Church of Celina as recorded by Vol. 2017 Pg. 287 D.R.C.C.T.;

60. North 89 degrees 44 minutes 44 seconds West, a distance of 152.64 feet to a point for corner;

61. South 13 degrees 42 minutes 35 seconds West, a distance of 669.13 feet to a point for corner;

62. North 89 degrees 43 minutes 33 seconds West, a distance of 965.77 feet to a point for corner, said point being the West most Northwest corner of said First United Methodist Church of Celina;

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63. South 00 degrees 06 minutes 32 seconds East, a distance of 1593.65 feet to a point at the beginning of a curve to the left;

64. Along said curve to the left with a central angle of 39 degrees 30 minutes 53 seconds, radius of 1074.08 feet, a chord bearing South 21 degrees 04 minutes 48 seconds East and chord distance of 726.16 feet, for a total arc length of 740.75 feet to a point for corner;

THENCE departing said East R.O.W. of FM 428, northwesterly with City of Celina tract as recorded by Vol. 2013 Pg. 100 D.R.C.C.T., with the following course:

65. South 88 degrees 17 minutes 14 seconds West, a distance of 1869.99 feet to a point for corner;

66. North 00 degrees 32 minutes 52 seconds West, a distance of 993.73 feet to the POINT OF BEGINNING and containing 687 acres of land.

Note: This exhibit is based on deed information as recorded in the Deed Records of Collin County, Texas (D.R.C.C.T.); Collin County Central Appraisal District; and does not represent an on-the-ground field survey.

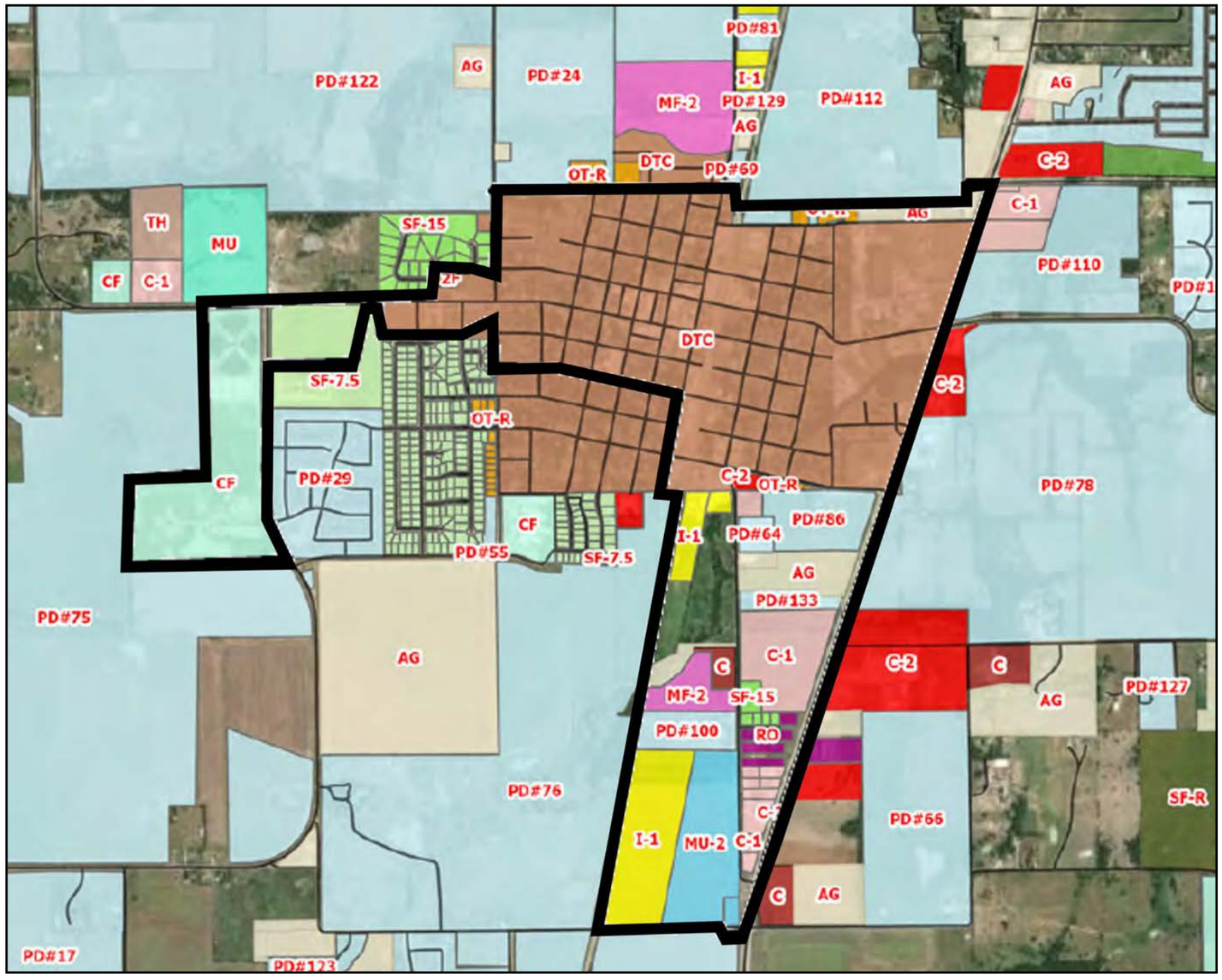
Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Zoning

The TIRZ is zoned for a variety of uses, with a large portion zoned DTC: Downtown Code (shaded in brown). The purpose of the Downtown Code is to implement the Vision, that was made by the Community in the Downtown Master Plan, for property within the limits of Downtown with clear regulations and development processes. The Downtown Code fosters predictable results, order, safety, and Community welfare by prescribing the physical form of buildings and supporting elements and by stipulating the relationship between the people in Downtown, the pedestrian and bicycling experience, building facades, the public realm, structure adjacency, and the function of Downtown streets and blocks. It is not anticipated that there will be any changes to the zoning ordinance, the master plan of the municipality, building codes, subdivision regulations, or other municipal ordinances as a result of the implementation of the TIRZ.

Zoning Districts

- 2F - Two Family Residential
- AG - Agriculture
- C - Commercial, Office, Retail District
- C-1 - Retail
- C-2 - General Commercial
- CCOLO - Collin County Outer Loop Overlay
- CF - Community Facilities
- DNTO - Dallas North Tollway Overlay
- DTC - Downtown Code
- I-1 - Light Industrial
- MF-1 - Multi-Family
- MF-2 - Multi-Family
- MU - Mixed Use
- MU-2 - Mixed Use Suburban
- OT-R - Old Town Residential
- PD - Planned Developments
- TH - Townhouse Residential
- RO - Retail & Office
- SF-7.5 - Single Family Residential 7.5
- SF-15 - Single Family Residential 15
- SF-A - Single Family Attached
- SF-E - Single Family Residential Estate
- SF-R - Single Family Residential



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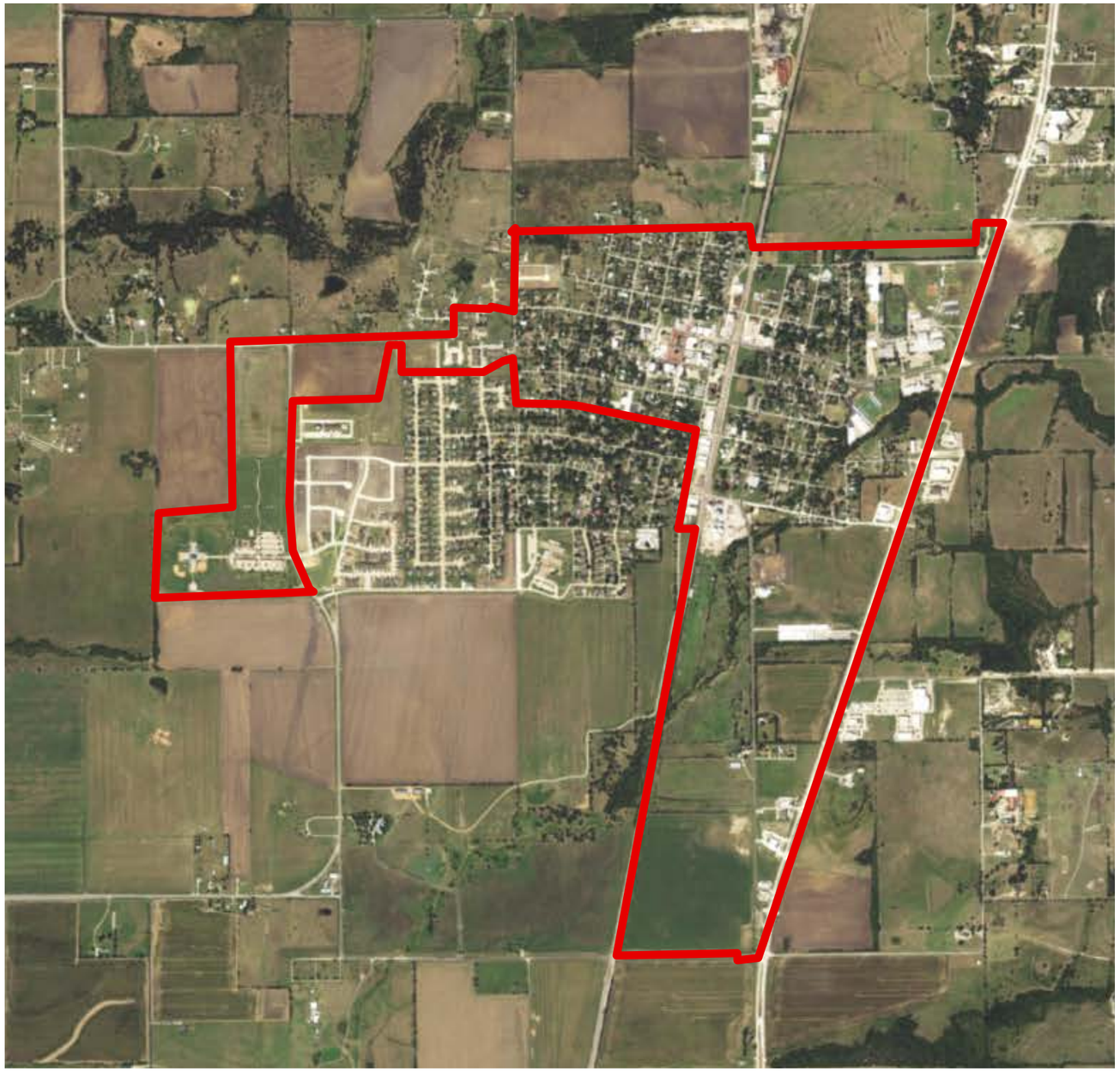

Land Use

The land within the TIRZ currently serves a variety of purposes, with various vacant sites well positioned for future development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of implementing the TIRZ.

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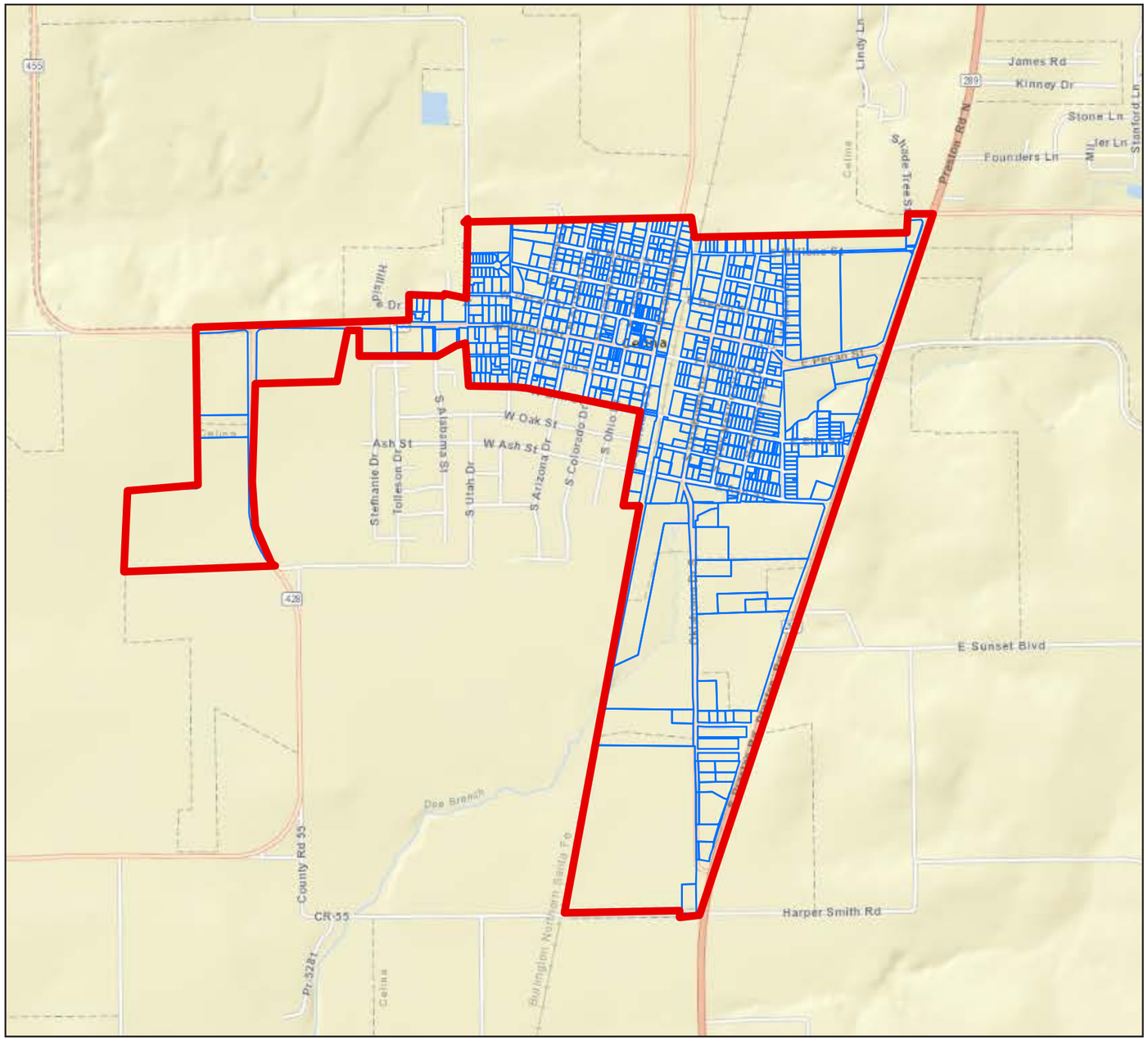


Parcel Information

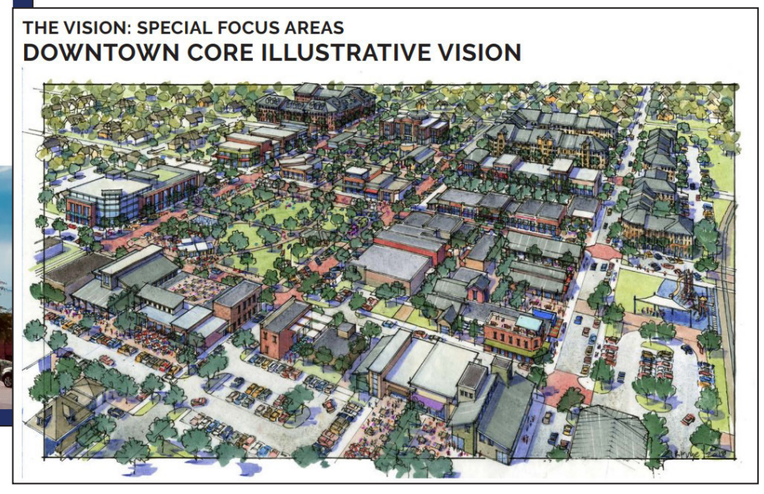
The TIRZ has a 2017 taxable base value of $81,980,515, as reported by the Collin Central Appraisal District.

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Anticipated Development

The city of Celina took a monumental step toward its future vision in 2019 when the Celina City Council voted unanimously to adopt the Celina Downtown Master Plan. Created in partnership between the City, Ideation Planning and the community members, the plan lights the way for actions that aim to protect the city's charm, while making way for further improvements, amenities and development. Identified as the city's strongest asset in the 2018 Community Survey, the new master plan outlines strategies for downtown to add housing choices to support more shopping, restaurants and entertainment, showcase a Historic Texas-style through landscaping, architecture and branded improvements, expand and enhance the Downtown Square with a new, family-friendly design, shift the focus from traditional roads to scenic connections for walkability, bikability, and better movement of cars, and provide walkable, multistory buildings that add to a sense of place.

The Downtown Master Plan was adopted in January 2019. The Parks Master Plan was adopted in February 2020 and the Entertainment District Master Plan was adopted in April 2020. Each planning document envisions a larger expanded downtown square that would create a "destination downtown". In 2022, the City of Celina is moving forward with the next phase of creating the "destination downtown". The expansion of the downtown square will create greater walkability in downtown and increased vitality to downtown businesses. The project will include removing the existing city hall, creating an expanded special event lawn, and constructing a government center. The special event lawn will incorporate a permanent event stage. The downtown square will also include infrastructure upgrades for paving, water, sewer, drainage, electrical, lighting and landscaping to create the "destination downtown". The government center will be located at the northwest corner of N. Colorado and W. Walnut and will be adjacent to the City Council chambers. The government center is proposed to be a multi-story building intended to include administrative offices, incubator spaces, a rooftop restaurant with an adjacent public open space patio, and a public library. The government center will eventually host the downtown library on all levels. The permanent city hall will be located on the north side of Beech Street within walking distance of the expanded square and will further expand the "destination downtown". It is anticipated that these projects will be financed by in part by incremental real property tax generated within the TIRZ.



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Anticipated Development

There are several projects anticipated to be developed within TIRZ #11 including retail, office, hotel, and residential developments. The table below provides an overview of potential developments that DPED believes will occur during the life of the TIRZ along with estimated project completion dates and anticipated stabilization years.

Anticipated Revenue Summary

Based upon the assumptions below, the anticipated gross revenue of TIRZ #11 over its 31 year life is $57,426,854.

	Square Feet	Units	Projected Completion Date	Taxable Value PSF/Unit	Incremental Value	Sales PSF	Total Sales
Years 1-10							
Office	7,500		2024	$175	$0	$0.00	$0
Residential	67,500	45	2024	$275,000	$12,375,000	$0.00	$0
Multifamily	300,000	200	2024	$180,000	$36,000,000	$0.00	$0
Retail Commercial	2,500		2024	$225	$0	$350.00	$875,000
Office	10,000		2025	$175	$0	$0.00	$0
Multifamily	525,000	350	2026	$180,000	$63,000,000	$0.00	$0
Retail Commercial	5,000		2027	$225	$0	$350.00	$1,750,000
Residential	63,000	30	2027	$275,000	$8,250,000	$0.00	$0
	980,500	**625**			**$119,625,000**		**$2,625,000**
Years 11-20							
Residential	22,000	10	2029	$275,000	$2,750,000	$0.00	$0
Residential	24,000	20	2031	$275,000	$5,500,000	$0.00	$0
Office	10,000		2031	$175	$0	$0.00	$0
Retail Commercial	10,000		2031	$225	$0	$350.00	$3,500,000
Multifamily	450,000	300	2031	$180,000	$54,000,000	$0.00	$0
Office	7,500		2032	$175	$0	$0.00	$0
Retail Commercial	20,000		2034	$225	$0	$350.00	$7,000,000
Residential	60,000	50	2034	$275,000	$13,750,000	$0.00	$0
Hotel	66,000	120	2034	$120,000	$14,400,000	$0.00	$0
Office	10,000		2035	$175	$0	$0.00	$0
Retail Commercial	10,000		2036	$225	$0	$350.00	$3,500,000
Multifamily	450,000	300	2036	$180,000	$54,000,000	$0.00	$0
Residential	60,000	50	2037	$275,000	$13,750,000	$0.00	$0
	1,199,500	**850**			**$158,150,000.00**		**$14,000,000**
Total	**2,180,000**				**$277,775,000**		**$16,625,000**

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #11 that will be financed by in part by incremental real property tax and incremental sales tax generated within the TIRZ.

Proposed Project Costs			
Water Facilities and Improvements	$	4,307,014	7.5%
Sanitary Sewer Facilities and Improvements	$	5,742,685	10.0%
Storm Water Facilities and Improvements	$	5,742,685	10.0%
Street and Intersection Improvements	$	11,485,371	20.0%
Open Space, Park and Recreation Facilities and Improvements	$	5,742,685	10.0%
Economic Development Grants	$	11,485,371	20.0%
Government Facilities and Improvements*	$	11,485,371	20.0%
Administrative Costs	$	1,435,671	2.5%
	$	57,426,854	100.0%

**Including but not limited to the Government Center*

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

Non-Project Costs
It is anticipated that additional costs will be expended by the private sector as new development occurs. The estimated non-project costs are $277,775,000 per the Anticipated Development Assumptions.

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Method of Financing

To fund the public improvements outlined on the previous pages, the City of Celina contributes 100% of its real property increment and 25% of its sales tax increment generated within the zone. Collin County contributes 50% of its real property increment to the zone, subject to an interlocal agreement.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Monetary Obligations Timeline

TIRZ revenue has been pledged for expenditures related to facilitating development and encouraging development within the zone. In 2019, TIRZ revenue was pledged for the payment of professional services. In 2020, TIRZ revenue was pledged for payment of downtown expenses. In 2021, TIRZ revenue was pledged for the purchase of property. In 2022, TIRZ revenue was pledged for the purchase of property and for consulting services. It is anticipated that future individual TIRZ project cost allocations will be evaluated on a case by case basis, consistent with the categories listed in the table on page 11, and brought forward to the TIRZ board and City Council for consideration.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the previous page.

The taxable value analysis shows the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions. Utilizing the information outlined in this feasibility study, we have found that the TIRZ is economically feasible and will provide the City with economic benefits that would not occur without its implementation.

Real Property Tax		Participation	
City of Celina	0.63475900	100%	0.6347590
Collin County	0.15244300	50%	0.0762215
Collin College	0.08122000	0%	0.0000000
Celina ISD	1.42350000	0%	0.0000000
	2.29192200		**0.7109805**

Personal Property Tax		Participation	
City of Celina	0.63475900	0%	0.0000000
Collin County	0.15244300	0%	0.0000000
Collin College	0.08122000	0%	0.0000000
Celina ISD	1.42350000	0%	0.0000000
	2.29192200		**0.0000000**

Sales Tax Rate	0.0200000	25.00%	0.0050000

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

31 YEAR - Residential : INPUT & OUTPUT

► ***INPUT***

INFLATION RATE	4.00%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Celina	0.63475900	100%	0.6347590
Collin County	0.15244300	50%	0.0762215
Collin College	0.08122000	0%	0.0000000
Celina ISD	1.42350000	0%	0.0000000
	2.29192200		0.7109805

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Celina	0.63475900	0%	0.0000000
Collin County	0.15244300	0%	0.0000000
Collin College	0.08122000	0%	0.0000000
Celina ISD	1.42350000	0%	0.0000000
	2.29192200		0.0000000

Sales Tax Rate	0.0200000	25.00%	0.0050000

Residential

		Year	AREA SF/UNITS	REAL PROPERTY UNIT	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
3	Residential	2024	45	$ 275,000.00	$ 12,375,000	$ -	$ -	$ -	$ -
4	Residential	2027	30	$ 275,000.00	$ 8,250,000	$ -	$ -	$ -	$ -
5	Residential	2029	10	$ 275,000.00	$ 2,750,000	$ -	$ -	$ -	$ -
6	Residential	2031	20	$ 275,000.00	$ 5,500,000	$ -	$ -	$ -	$ -
7	Residential	2034	50	$ 275,000.00	$ 13,750,000	$ -	$ -	$ -	$ -
8	Residential	2037	50	$ 275,000.00	$ 13,750,000	$ -	$ -	$ -	$ -
		TOTAL	205		56,375,000		-		-

OUTPUT

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*27.7%*	$ 7,151,044	=	$ 7,151,044	+	$ -	+	$ -
Collin County	*6.7%*	$ 1,717,387	=	$ 1,717,387	+	$ -	+	$ -
Collin College	*3.5%*	$ 915,005	=	$ 915,005	+	$ -	+	$ -
Celina ISD	*62.1%*	$ 16,036,813	=	$ 16,036,813	+	$ -	+	$ -
	100.0%	25,820,249		$ 25,820,249		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*100.0%*	$ 7,151,044	=	$ 7,151,044	+	$ -	+	$ -
Collin County	*100.0%*	$ 858,693	=	$ 858,693	+	$ -	+	$ -
Collin College	*100.0%*	$ -	=	$ -	+	$ -	+	$ -
Celina ISD	*100.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 8,009,737		$ 8,009,737		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Collin County	*4.8%*	$ 858,693	=	$ 858,693	+	$ -	+	$ -
Collin College	*5.1%*	$ 915,005	=	$ 915,005	+	$ -	+	$ -
Celina ISD	*90.0%*	$ 16,036,813	=	$ 16,036,813	+	$ -	+	$ -
	100.0%	$ 17,810,511		$ 17,810,511		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2025 v9 exhibit (TIRZ #11 Final Amended PFP)

Financial Feasibility Analysis - Residential

	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
TOTAL TAX REVENUE																	
		2017	***2018***	***2019***	***2020***	***2021***	***2022***	***2023***	***2024***	***2025***	***2026***	***2027***	***2028***	***2029***	***2030***	***2031***	***2032***
REAL PROPERTY	*% OCCUPIED*	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Taxable Value	-	-	-	-	-	-	-	*6,187,500*	*12,375,000*	*12,375,000*	*20,625,000*	*20,625,000*	*23,375,000*	*23,375,000*	*28,875,000*	*28,875,000*
	PV																
City of Celina		-	-	-	-	-	-	-	39,276	78,551	78,551	130,919	130,919	148,375	148,375	183,287	183,287
Collin County		-	-	-	-	-	-	-	9,432	18,865	18,865	31,441	31,441	35,634	35,634	44,018	44,018
Collin College		-	-	-	-	-	-	-	5,025	10,051	10,051	16,752	16,752	18,985	18,985	23,452	23,452
Celina ISD		-	-	-	-	-	-	-	88,079	176,158	176,158	293,597	293,597	332,743	332,743	411,036	411,036
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***141,813***	***283,625***	***283,625***	***472,709***	***472,709***	***535,737***	***535,737***	***661,792***	***661,792***
PERSONAL PROPERTY	*% OCCUPIED*	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
City of Celina	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SALES TAX	% OCCUPIED	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	39,276	78,551	78,551	130,919	130,919	148,375	148,375	183,287	183,287
Collin County		-	-	-	-	-	-	-	9,432	18,865	18,865	31,441	31,441	35,634	35,634	44,018	44,018
Collin College		-	-	-	-	-	-	-	5,025	10,051	10,051	16,752	16,752	18,985	18,985	23,452	23,452
Celina ISD		-	-	-	-	-	-	-	88,079	176,158	176,158	293,597	293,597	332,743	332,743	411,036	411,036
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***141,813***	***283,625***	***283,625***	***472,709***	***472,709***	***535,737***	***535,737***	***661,792***	***661,792***
PARTICIPATION																	
REAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	*6,187,500*	*12,375,000*	*12,375,000*	*20,625,000*	*20,625,000*	*23,375,000*	*23,375,000*	*28,875,000*	*28,875,000*
	PV																
City of Celina		-	-	-	-	-	-	-	39,276	78,551	78,551	130,919	130,919	148,375	148,375	183,287	183,287
Collin County		-	-	-	-	-	-	-	4,716	9,432	9,432	15,721	15,721	17,817	17,817	22,009	22,009
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***43,992***	***87,984***	***87,984***	***146,640***	***146,640***	***166,192***	***166,192***	***205,296***	***205,296***
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
City of Celina	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SALES TAX	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
Total	***411,262***	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	39,276	78,551	78,551	130,919	130,919	148,375	148,375	183,287	183,287
Collin County		-	-	-	-	-	-	-	4,716	9,432	9,432	15,721	15,721	17,817	17,817	22,009	22,009
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***43,992***	***87,984***	***87,984***	***146,640***	***146,640***	***166,192***	***166,192***	***205,296***	***205,296***
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																	
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County		-	-	-	-	-	-	-	4,716	9,432	9,432	15,721	15,721	17,817	17,817	22,009	22,009
Collin College		-	-	-	-	-	-	-	5,025	10,051	10,051	16,752	16,752	18,985	18,985	23,452	23,452
Celina ISD		-	-	-	-	-	-	-	88,079	176,158	176,158	293,597	293,597	332,743	332,743	411,036	411,036
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	***97,821***	***195,642***	***195,642***	***326,069***	***326,069***	***369,545***	***369,545***	***456,497***	***456,497***

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Financial Feasibility Analysis - Residential

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
2033	***2034***	***2035***	***2036***	***2037***	***2038***	***2039***	***2040***	***2041***	***2042***	***2043***	***2044***	***2045***	***2046***	***2047***	***2048***	
100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
28,875,000	*35,750,000*	*42,625,000*	*42,625,000*	*49,500,000*	*56,375,000*	*58,489,063*	*60,682,402*	*62,957,992*	*65,318,917*	*67,768,377*	*70,309,691*	*72,946,304*	*75,681,790*	*78,519,858*	*81,464,352*	
																GROSS
183,287	226,926	270,566	270,566	314,206	357,845	371,265	385,187	399,632	414,618	430,166	446,297	463,033	480,397	498,412	517,102	**7,151,044**
44,018	54,498	64,979	64,979	75,459	85,940	89,162	92,506	95,975	99,574	103,308	107,182	111,202	115,372	119,698	124,187	**1,717,387**
23,452	29,036	34,620	34,620	40,204	45,788	47,505	49,286	51,134	53,052	55,041	57,106	59,247	61,469	63,774	66,165	**915,005**
411,036	508,901	606,767	606,767	704,633	802,498	832,592	863,814	896,207	929,815	964,683	1,000,858	1,038,391	1,077,330	1,117,730	1,159,645	**16,036,813**
661,792	***819,362***	***976,932***	***976,932***	***1,134,501***	***1,292,071***	***1,340,524***	***1,390,793***	***1,442,948***	***1,497,059***	***1,553,198***	***1,611,443***	***1,671,872***	***1,734,568***	***1,799,614***	***1,867,099***	***25,820,249***
100%	100%	100%	100%	100%	100%	100%	200%	300%	400%	500%	600%	700%	800%	900%	1000%	100%
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																GROSS
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																GROSS
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
																GROSS
183,287	226,926	270,566	270,566	314,206	357,845	371,265	385,187	399,632	414,618	430,166	446,297	463,033	480,397	498,412	517,102	**7,151,044**
44,018	54,498	64,979	64,979	75,459	85,940	89,162	92,506	95,975	99,574	103,308	107,182	111,202	115,372	119,698	124,187	**1,717,387**
23,452	29,036	34,620	34,620	40,204	45,788	47,505	49,286	51,134	53,052	55,041	57,106	59,247	61,469	63,774	66,165	**915,005**
411,036	508,901	606,767	606,767	704,633	802,498	832,592	863,814	896,207	929,815	964,683	1,000,858	1,038,391	1,077,330	1,117,730	1,159,645	**16,036,813**
661,792	***819,362***	***976,932***	***976,932***	***1,134,501***	***1,292,071***	***1,340,524***	***1,390,793***	***1,442,948***	***1,497,059***	***1,553,198***	***1,611,443***	***1,671,872***	***1,734,568***	***1,799,614***	***1,867,099***	***25,820,249***
28,875,000	*35,750,000*	*42,625,000*	*42,625,000*	*49,500,000*	*56,375,000*	*58,489,063*	*60,682,402*	*62,957,992*	*65,318,917*	*67,768,377*	*70,309,691*	*72,946,304*	*75,681,790*	*78,519,858*	*81,464,352*	
																GROSS
183,287	226,926	270,566	270,566	314,206	357,845	371,265	385,187	399,632	414,618	430,166	446,297	463,033	480,397	498,412	517,102	**7.151.044**
22,009	27,249	32,489	32,489	37,730	42,970	44,581	46,253	47,988	49,787	51,654	53,591	55,601	57,686	59,849	62,093	**858,693**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
205,296	***254,176***	***303,055***	***303,055***	***351,935***	***400,815***	***415,846***	***431,440***	***447,619***	***464,405***	***481,820***	***499,888***	***518,634***	***538,083***	***558,261***	***579,196***	***8,009,737***
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																GROSS
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																GROSS
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
																GROSS
183,287	226,926	270,566	270,566	314,206	357,845	371,265	385,187	399,632	414,618	430,166	446,297	463,033	480,397	498,412	517,102	**7,151,044**
22,009	27,249	32,489	32,489	37,730	42,970	44,581	46,253	47,988	49,787	51,654	53,591	55,601	57,686	59,849	62,093	**858.693**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
205,296	***254,176***	***303,055***	***303,055***	***351,935***	***400,815***	***415,846***	***431,440***	***447,619***	***464,405***	***481,820***	***499,888***	***518,634***	***538,083***	***558,261***	***579,196***	***8,009,737***
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																GROSS
22,009	27,249	32,489	32,489	37,730	42,970	44,581	46,253	47,988	49,787	51,654	53,591	55,601	57,686	59,849	62,093	**858.693**
23,452	29,036	34,620	34,620	40,204	45,788	47,505	49,286	51,134	53,052	55,041	57,106	59,247	61,469	63,774	66,165	**915,005**
411,036	508,901	606,767	606,767	704,633	802,498	832,592	863,814	896,207	929,815	964,683	1,000,858	1,038,391	1,077,330	1,117,730	1,159,645	**16,036,813**
456,497	***565,187***	***673,876***	***673,876***	***782,566***	***891,256***	***924,678***	***959,353***	***995,329***	***1,032,654***	***1,071,378***	***1,111,555***	***1,153,238***	***1,196,485***	***1,241,353***	***1,287,904***	***17,810,511***

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

31 YEAR - RETAIL : INPUT & OUTPUT

► ***INPUT***

INFLATION RATE	3.75%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Celina	0.63475900	100%	0.6347590
Collin County	0.15244300	50%	0.0762215
Collin College	0.08122000	0%	0.0000000
Celina ISD	1.42350000	0%	0.0000000
	2.29192200		0.7109805

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Celina	0.63475900	0%	0.0000000
Collin County	0.15244300	0%	0.0000000
Collin College	0.08122000	0%	0.0000000
Celina ISD	1.42350000	0%	0.0000000
	2.29192200		0.0000000

Sales Tax Rate	0.0200000	25.00%	0.0050000

Retail

		Year	AREA SF	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
3	Retail Commercial	2024	2,500	$ 225.00	$ 562,500	$ 15.00	$ 37,500	$ 350.00	$ 875,000
4	Retail Commercial	2027	5,000	$ 225.00	$ 1,125,000	$ 15.00	$ 75,000	$ 350.00	$ 1,750,000
5	Retail Commercial	2031	10,000	$ 225.00	$ 2,250,000	$ 15.00	$ 150,000	$ 350.00	$ 3,500,000
6	Retail Commercial	2034	20,000	$ 225.00	$ 4,500,000	$ 15.00	$ 300,000	$ 350.00	$ 7,000,000
7	Retail Commercial	2036	10,000	$ 225.00	$ 2,250,000	$ 15.00	$ 150,000	$ 350.00	$ 3,500,000
		TOTAL	47,500		10,687,500		712,500		16,625,000

OUTPUT

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
► City of Celina	*68.2%*	$ 8,032,980	=	$ 1,346,028	+	$ 89,735	+	$	6,597,217
Collin County	*2.9%*	$ 344,811	=	$ 323,261	+	$ 21,551	+		
Collin College	*1.6%*	$ 183,712	=	$ 172,230	+	$ 11,482	+		
Celina ISD	*27.3%*	$ 3,219,819	=	$ 3,018,580	+	$ 201,239	+		
	100.0%	11,781,322		$ 4,860,099		$ 324,007		$	6,597,217
		100.0%		*41.3%*		*2.8%*			*56.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*100.0%*	$ 2,995,332	=	$ 1,346,028	+	$ -	+	$	1,649,304
Collin County	*100.0%*	$ 161,630	=	$ 161,630	+	$ -	+	$	-
Collin College	*100.0%*	$ -	=	$ -	+	$ -	+	$	-
Celina ISD	*100.0%*	$ -	=	$ -	+	$ -	+	$	-
	100.0%	$ 3,156,963		$ 1,507,658		$ -		$	1,649,304
		100.0%		*47.8%*		*0.0%*			*52.2%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*58.4%*	$ 5,037,648	=	$ -	+	$ 89,735	+	$	4,947,913
Collin County	*2.1%*	$ 183,181	=	$ 161,630	+	$ 21,551	+	$	-
Collin College	*2.1%*	$ 183,712	=	$ 172,230	+	$ 11,482	+	$	-
Celina ISD	*37.3%*	$ 3,219,819	=	$ 3,018,580	+	$ 201,239	+	$	-
	100.0%	$ 8,624,360		$ 3,352,440		$ 324,007		$	4,947,913
		100.0%		*38.9%*		*3.8%*			*57.4%*

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Financial Feasibility Analysis - Retail

	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
TOTAL TAX REVENUE																	
		2017	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
	% OCCUPIED	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
REAL PROPERTY	*Taxable Value*	-	-						*562,500*	*562,500*	*562,500*	*1,687,500*	*1,687,500*	*1,687,500*	*1,687,500*	*3,937,500*	*3,937,500*
	PV																
City of Celina		-	-	-	-	-	-	-	3,571	3,571	3,571	10,712	10,712	10,712	10,712	24,994	24,994
Collin County		-	-	-	-	-	-	-	857	857	857	2,572	2,572	2,572	2,572	6,002	6,002
Collin College		-	-	-	-	-	-	-	457	457	457	1,371	1,371	1,371	1,371	3,198	3,198
Celina ISD		-	-	-	-	-	-	-	8,007	8,007	8,007	24,022	24,022	24,022	24,022	56,050	56,050
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***12,892***	***12,892***	***12,892***	***38,676***	***38,676***	***38,676***	***38,676***	***90,244***	***90,244***
	% *OCCUPIED*	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	*37,500*	*37,500*	*37,500*	*112,500*	*112,500*	*112,500*	*112,500*	*262,500*	*262,500*
	PV																
City of Celina		-	-	-	-	-	-	-	238	238	238	714	714	714	714	1,666	1,666
Collin County		-	-	-	-	-	-	-	57	57	57	171	171	171	171	400	400
Collin College		-	-	-	-	-	-	-	30	30	30	91	91	91	91	213	213
Celina ISD		-	-	-	-	-	-	-	534	534	534	1,601	1,601	1,601	1,601	3,737	3,737
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***859***	***859***	***859***	***2,578***	***2,578***	***2,578***	***2,578***	***6,016***	***6,016***
	% OCCUPIED	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
SALES TAX	*Taxable Value*	-	-	-	-	-	-	-	*875,000*	*875,000*	*875,000*	*2,625,000*	*2,625,000*	*2,625,000*	*2,625,000*	*6,125,000*	*6,125,000*
	PV																
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***17,500***	***17,500***	***17,500***	***52,500***	***52,500***	***52,500***	***52,500***	***122,500***	***122,500***
SUMMARY																	
	PV																
City of Celina			-	-	-	-	-	-	21,309	21,309	21,309	63,926	63,926	63,926	63,926	149,160	149,160
Collin County		-	-	-	-	-	-	-	915	915	915	2,744	2,744	2,744	2,744	6,403	6,403
Collin College		-	-	-	-	-	-	-	487	487	487	1,462	1,462	1,462	1,462	3,411	3,411
Celina ISD		-	-	-	-	-	-	-	8,541	8,541	8,541	25,623	25,623	25,623	25,623	59,787	59,787
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***31,252***	***31,252***	***31,252***	***93,755***	***93,755***	***93,755***	***93,755***	***218,761***	***218,761***
PARTICIPATION																	
REAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	*562,500*	*562,500*	*562,500*	*1,687,500*	*1,687,500*	*1,687,500*	*1,687,500*	*3,937,500*	*3,937,500*
	PV																
City of Celina		-	-	-	-	-	-	-	3,571	3,571	3,571	10,712	10,712	10,712	10,712	24,994	24,994
Collin County		-	-	-	-	-	-	-	429	429	429	1,286	1,286	1,286	1,286	3,001	3,001
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***3,999***	***3,999***	***3,999***	***11,998***	***11,998***	***11,998***	***11,998***	***27,995***	***27,995***
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	*37,500*	*37,500*	*37,500*	*112,500*	*112,500*	*112,500*	*112,500*	*262,500*	*262,500*
	PV																
City of Celina	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SALES TAX	*Taxable Value*	-	-	-	-	-	-	-	*875,000*	*875,000*	*875,000*	*2,625,000*	*2,625,000*	*2,625,000*	*2,625,000*	*6,125,000*	*6,125,000*
	PV																
Total	***411,262***	**-**	**-**	**-**	**-**	**-**	**-**	**-**	***4,375***	***4,375***	***4,375***	***13,125***	***13,125***	***13,125***	***13,125***	***30,625***	***30,625***
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	7,946	7,946	7,946	23,837	23,837	23,837	23,837	55,619	55,619
Collin County		-	-	-	-	-	-	-	429	429	429	1,286	1,286	1,286	1,286	3,001	3,001
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***8,374***	***8,374***	***8,374***	***25,123***	***25,123***	***25,123***	***25,123***	***58,620***	***58,620***
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																	
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	13,363	13,363	13,363	40,089	40,089	40,089	40,089	93,541	93,541
Collin County		-	-	-	-	-	-	-	486	486	486	1,458	1,458	1,458	1,458	3,401	3,401
Collin College		-	-	-	-	-	-	-	487	487	487	1,462	1,462	1,462	1,462	3,411	3,411
Celina ISD		-	-	-	-	-	-	-	8,541	8,541	8,541	25,623	25,623	25,623	25,623	59,787	59,787
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***22,877***	***22,877***	***22,877***	***68,632***	***68,632***	***68,632***	***68,632***	***160,141***	***160,141***

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Financial Feasibility Analysis - Retail

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
2033	***2034***	***2035***	***2036***	***2037***	***2038***	***2039***	***2040***	***2041***	***2042***	***2043***	***2044***	***2045***	***2046***	***2047***	***2048***	
100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
3,937,500	*8,437,500*	*8,437,500*	*10,687,500*	*11,088,281*	*11,504,092*	*11,935,495*	*12,383,076*	*12,847,442*	*13,329,221*	*13,829,067*	*14,347,657*	*14,885,694*	*15,443,907*	*16,023,054*	*16,623,918*	
																GROSS
24,994	53,558	53,558	67,840	70,384	73,023	75,762	78,603	81,550	84,608	87,781	91,073	94,488	98,032	101,708	105,522	**1,346,028**
6,002	12,862	12,862	16,292	16,903	17,537	18,195	18,877	19,585	20,319	21,081	21,872	22,692	23,543	24,426	25,342	**323,261**
3,198	6,853	6,853	8,680	9,006	9,344	9,694	10,058	10,435	10,826	11,232	11,653	12,090	12,544	13,014	13,502	**172,230**
56,050	120,108	120,108	152,137	157,842	163,761	169,902	176,273	182,883	189,741	196,857	204,239	211,898	219,844	228,088	236,641	**3,018,580**
90,244	***193,381***	***193,381***	***244,949***	***254,135***	***263,665***	***273,552***	***283,810***	***294,453***	***305,495***	***316,951***	***328,837***	***341,168***	***353,962***	***367,236***	***381,007***	***4,860,099***
100%	100%	100%	100%	100%	100%	200%	300%	400%	500%	600%	700%	800%	900%	1000%	1100%	100%
262,500	*562,500*	*562,500*	*712,500*	*739,219*	*766,939*	*795,700*	*825,538*	*856,496*	*888,615*	*921,938*	*956,510*	*992,380*	*1,029,594*	*1,068,204*	*1,108,261*	
																GROSS
1,666	3,571	3,571	4,523	4,692	4,868	5,051	5,240	5,437	5,641	5,852	6,072	6,299	6,535	6,781	7,035	**89,735**
400	857	857	1,086	1,127	1,169	1,213	1,258	1,306	1,355	1,405	1,458	1,513	1,570	1,628	1,689	**21,551**
213	457	457	579	600	623	646	671	696	722	749	777	806	836	868	900	**11,482**
3,737	8,007	8,007	10,142	10,523	10,917	11,327	11,752	12,192	12,649	13,124	13,616	14,127	14,656	15,206	15,776	**201,239**
6,016	***12,892***	***12,892***	***16,330***	***16,942***	***17,578***	***18,237***	***18,921***	***19,630***	***20,366***	***21,130***	***21,922***	***22,745***	***23,597***	***24,482***	***25,400***	***324,007***
100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
6,125,000	*13,125,000*	*13,125,000*	*16,625,000*	*17,248,438*	*17,895,254*	*18,566,326*	*19,262,563*	*19,984,909*	*20,734,343*	*21,511,881*	*22,318,577*	*23,155,523*	*24,023,856*	*24,924,750*	*25,859,428*	
																GROSS
122,500	***262,500***	***262,500***	***332,500***	***344,969***	***357,905***	***371,327***	***385,251***	***399,698***	***414,687***	***430,238***	***446,372***	***463,110***	***480,477***	***498,495***	***517,189***	***6,597,217***
																GROSS
149,160	319,628	319,628	404,863	420,045	435,797	452,139	469,094	486,685	504,936	523,871	543,516	563,898	585,044	606,983	629,745	**8,032,980**
6,403	13,720	13,720	17,379	18,030	18,706	19,408	20,136	20,891	21,674	22,487	23,330	24,205	25,113	26,054	27,031	**344,811**
3,411	7,310	7,310	9,259	9,606	9,967	10,340	10,728	11,130	11,548	11,981	12,430	12,896	13,380	13,882	14,402	**183,712**
59,787	128,115	128,115	162,279	168,364	174,678	181,229	188,025	195,076	202,391	209,981	217,855	226,024	234,500	243,294	252,418	**3,219,819**
218,761	***468,773***	***468,773***	***593,779***	***616,046***	***639,148***	***663,116***	***687,982***	***713,782***	***740,549***	***768,319***	***797,131***	***827,024***	***858,037***	***890,213***	***923,596***	***11,781,322***

3,937,500	*8,437,500*	*8,437,500*	*10,687,500*	*11,088,281*	*11,504,092*	*11,935,495*	*12,383,076*	*12,847,442*	*13,329,221*	*13,829,067*	*14,347,657*	*14,885,694*	*15,443,907*	*16,023,054*	*16,623,918*	
																GROSS
24,994	53,558	53,558	67,840	70,384	73,023	75,762	78,603	81,550	84,608	87,781	91,073	94,488	98,032	101,708	105,522	**1.346.028**
3,001	6,431	6,431	8,146	8,452	8,769	9,097	9,439	9,793	10,160	10,541	10,936	11,346	11,772	12,213	12,671	**161,630**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
27,995	***59,989***	***59,989***	***75,986***	***78,836***	***81,792***	***84,859***	***88,041***	***91,343***	***94,768***	***98,322***	***102,009***	***105,834***	***109,803***	***113,921***	***118,193***	***1,507,658***
262,500	*562,500*	*562,500*	*712,500*	*739,219*	*766,939*	*795,700*	*825,538*	*856,496*	*888,615*	*921,938*	*956,510*	*992,380*	*1,029,594*	*1,068,204*	*1,108,261*	
																GROSS
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
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-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
6,125,000	*13,125,000*	*13,125,000*	*16,625,000*	*17,248,438*	*17,895,254*	*18,566,326*	*19,262,563*	*19,984,909*	*20,734,343*	*21,511,881*	*22,318,577*	*23,155,523*	*24,023,856*	*24,924,750*	*25,859,428*	
																GROSS
30,625	***65,625***	***65,625***	***83,125***	***86,242***	***89,476***	***92,832***	***96,313***	***99,925***	***103,672***	***107,559***	***111,593***	***115,778***	***120,119***	***124,624***	***129,297***	***1,649,304***
																GROSS
55,619	119,183	119,183	150,965	156,626	162,500	168,593	174,916	181,475	188,280	195,341	202,666	210,266	218,151	226,332	234,819	**2,995,332**
3,001	6,431	6,431	8,146	8,452	8,769	9,097	9,439	9,793	10,160	10,541	10,936	11,346	11,772	12,213	12,671	**161,630**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
58,620	***125,614***	***125,614***	***159,111***	***165,078***	***171,268***	***177,691***	***184,354***	***191,267***	***198,440***	***205,881***	***213,602***	***221,612***	***229,922***	***238,545***	***247,490***	***3,156,963***

93,541	200,446	200,446	253,898	263,419	273,297	283,546	294,179	305,210	316,656	328,530	340,850	353,632	366,893	380,652	394,926	**5,037,648**
3,401	7,289	7,289	9,232	9,579	9,938	10,310	10,697	11,098	11,514	11,946	12,394	12,859	13,341	13,841	14,360	**183.181**
3,411	7,310	7,310	9,259	9,606	9,967	10,340	10,728	11,130	11,548	11,981	12,430	12,896	13,380	13,882	14,402	**183,712**
59,787	128,115	128,115	162,279	168,364	174,678	181,229	188,025	195,076	202,391	209,981	217,855	226,024	234,500	243,294	252,418	**3,219,819**
160,141	***343,159***	***343,159***	***434,668***	***450,968***	***467,879***	***485,425***	***503,628***	***522,514***	***542,109***	***562,438***	***583,529***	***605,412***	***628,114***	***651,669***	***676,106***	***8,624,360***

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

31 YEAR - OFFICE : INPUT & OUTPUT

► *INPUT*

INFLATION RATE	3.75%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Celina	0.63475900	100%	0.6347590
Collin County	0.15244300	50%	0.0762215
Collin College	0.08122000	0%	0.0000000
Celina ISD	1.42350000	0%	0.0000000
	2.29192200		0.7109805

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Celina	0.63475900	0%	0.0000000
Collin County	0.15244300	0%	0.0000000
Collin College	0.08122000	0%	0.0000000
Celina ISD	1.42350000	0%	0.0000000
	2.29192200		0.0000000

Sales Tax Rate	0.0200000	25.00%	0.0050000

Office

	Year	AREA SF	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Office	2024	7,500	$ 175.00	$ 1,312,500	$ 5.00	$ 37,500		
Office	2025	10,000	$ 175.00	$ 1,750,000	$ 5.00	$ 50,000		
Office	2031	10,000	$ 175.00	$ 1,750,000	$ 5.00	$ 50,000		
Office	2032	7,500	$ 175.00	$ 1,312,500	$ 5.00	$ 37,500		
Office	2035	10,000	$ 175.00	$ 1,750,000	$ 10.00	$ 100,000	$ -	$ -
	TOTAL	45,000		7,875,000		275,000		-

OUTPUT

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*27.7%*	$ 1,210,156	=	$ 1,170,992	+	$ 39,164	+	$	-
► Collin County	*6.7%*	$ 290,630	=	$ 281,224	+	$ 9,406	+	$	-
Collin College	*3.5%*	$ 154,844	=	$ 149,833	+	$ 5,011	+	$	-
Celina ISD	*62.1%*	$ 2,713,875	=	$ 2,626,047	+	$ 87,828	+	$	-
	100.0%	4,369,504		$ 4,228,096		$ 141,409		$	-
		100.0%		*96.8%*		*3.2%*			*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*89.3%*	$ 1,170,992	=	$ 1,170,992	+	$ -	+	$	-
Collin County	*10.7%*	$ 140,612	=	$ 140,612	+	$ -	+	$	-
Collin College	*0.0%*	$ -	=	$ -	+	$ -	+	$	-
Celina ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$	-
	100.0%	$ 1,311,604		$ 1,311,604		$ -		$	-
		100.0%		*100.0%*		*0.0%*			*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*1.3%*	$ 39,164	=	$ -	+	$ 39,164	+	$	-
Collin County	*4.9%*	$ 150,018	=	$ 140,612	+	$ 9,406	+	$	-
Collin College	*5.1%*	$ 154,844	=	$ 149,833	+	$ 5,011	+	$	-
Celina ISD	*88.7%*	$ 2,713,875	=	$ 2,626,047	+	$ 87,828	+	$	-
	100.0%	$ 3,057,900		$ 2,916,492		$ 141,409		$	-
		100.0%		*95.4%*		*4.6%*			*0.0%*

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Financial Feasibility Analysis - Office

	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
TOTAL TAX REVENUE																	
		2017	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
	% OCCUPIED	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
REAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	*1,312,500*	*3,062,500*	*3,062,500*	*3,062,500*	*3,062,500*	*3,062,500*	*3,062,500*	*4,812,500*	*6,125,000*
	PV																
City of Celina		-	-	-	-	-	-	-	8,331	19,439	19,439	19,439	19,439	19,439	19,439	30,548	38,879
Collin County		-	-	-	-	-	-	-	2,001	4,669	4,669	4,669	4,669	4,669	4,669	7,336	9,337
Collin College		-	-	-	-	-	-	-	1,066	2,487	2,487	2,487	2,487	2,487	2,487	3,909	4,975
Celina ISD		-	-	-	-	-	-	-	18,683	43,595	43,595	43,595	43,595	43,595	43,595	68,506	87,189
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***30,081***	***70,190***	***70,190***	***70,190***	***70,190***	***70,190***	***70,190***	***110,299***	***140,380***
	% *OCCUPIED*	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	*37,500*	*87,500*	*87,500*	*87,500*	*87,500*	*87,500*	*87,500*	*137,500*	*175,000*
	PV																
City of Celina		-	-	-	-	-	-	-	238	555	555	555	555	555	555	873	1,111
Collin County		-	-	-	-	-	-	-	57	133	133	133	133	133	133	210	267
Collin College		-	-	-	-	-	-	-	30	71	71	71	71	71	71	112	142
Celina ISD		-	-	-	-	-	-	-	534	1,246	1,246	1,246	1,246	1,246	1,246	1,957	2,491
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***859***	***2,005***	***2,005***	***2,005***	***2,005***	***2,005***	***2,005***	***3,151***	***4,011***
	% OCCUPIED	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
SALES TAX	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	8,569	19,995	19,995	19,995	19,995	19,995	19,995	31,421	39,990
Collin County		-	-	-	-	-	-	-	2,058	4,802	4,802	4,802	4,802	4,802	4,802	7,546	9,604
Collin College		-	-	-	-	-	-	-	1,096	2,558	2,558	2,558	2,558	2,558	2,558	4,020	5,117
Celina ISD		-	-	-	-	-	-	-	19,217	44,840	44,840	44,840	44,840	44,840	44,840	70,463	89,681
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***30,941***	***72,196***	***72,196***	***72,196***	***72,196***	***72,196***	***72,196***	***113,450***	***144,391***
PARTICIPATION																	
REAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	*1,312,500*	*3,062,500*	*3,062,500*	*3,062,500*	*3,062,500*	*3,062,500*	*3,062,500*	*4,812,500*	*6,125,000*
	PV																
City of Celina		-	-	-	-	-	-	-	8,331	19,439	19,439	19,439	19,439	19,439	19,439	30,548	38,879
Collin County		-	-	-	-	-	-	-	1,000	2,334	2,334	2,334	2,334	2,334	2,334	3,668	4,669
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***9,332***	***21,774***	***21,774***	***21,774***	***21,774***	***21,774***	***21,774***	***34,216***	***43,548***
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	*37,500*	*87,500*	*87,500*	*87,500*	*87,500*	*87,500*	*87,500*	*137,500*	*175,000*
	PV																
City of Celina		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SALES TAX	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
Total	***411,262***	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	8,331	19,439	19,439	19,439	19,439	19,439	19,439	30,548	38,879
Collin County		-	-	-	-	-	-	-	1,000	2,334	2,334	2,334	2,334	2,334	2,334	3,668	4,669
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***9,332***	***21,774***	***21,774***	***21,774***	***21,774***	***21,774***	***21,774***	***34,216***	***43,548***
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																	
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	238	555	555	555	555	555	555	873	1,111
Collin County		-	-	-	-	-	-	-	1,058	2,468	2,468	2,468	2,468	2,468	2,468	3,878	4,935
Collin College		-	-	-	-	-	-	-	1,096	2,558	2,558	2,558	2,558	2,558	2,558	4,020	5,117
Celina ISD		-	-	-	-	-	-	-	19,217	44,840	44,840	44,840	44,840	44,840	44,840	70,463	89,681
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***21,609***	***50,422***	***50,422***	***50,422***	***50,422***	***50,422***	***50,422***	***79,234***	***100,844***

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Financial Feasibility Analysis - Office

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
2033	***2034***	***2035***	***2036***	***2037***	***2038***	***2039***	***2040***	***2041***	***2042***	***2043***	***2044***	***2045***	***2046***	***2047***	***2048***	
100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
6,125,000	*6,125,000*	*7,875,000*	*8,170,313*	*8,476,699*	*8,794,575*	*9,124,372*	*9,466,536*	*9,821,531*	*10,189,838*	*10,571,957*	*10,968,406*	*11,379,721*	*11,806,461*	*12,249,203*	*12,708,548*	
																GROSS
38,879	38,879	49,987	51,862	53,807	55,824	57,918	60,090	62,343	64,681	67,106	69,623	72,234	74,943	77,753	80,669	**1,170,992**
9,337	9,337	12,005	12,455	12,922	13,407	13,909	14,431	14,972	15,534	16,116	16,721	17,348	17,998	18,673	19,373	**281,224**
4,975	4,975	6,396	6,636	6,885	7,143	7,411	7,689	7,977	8,276	8,587	8,909	9,243	9,589	9,949	10,322	**149,833**
87,189	87,189	112,101	116,304	120,666	125,191	129,885	134,756	139,809	145,052	150,492	156,135	161,990	168,065	174,367	180,906	**2,626,047**
140,380	***140,380***	***180,489***	***187,257***	***194,279***	***201,565***	***209,123***	***216,966***	***225,102***	***233,543***	***242,301***	***251,387***	***260,814***	***270,595***	***280,742***	***291,270***	***4,228,096***
100%	100%	100%	100%	100%	100%	200%	300%	400%	500%	600%	700%	800%	900%	1000%	1100%	100%
175,000	*175,000*	*275,000*	*285,313*	*296,012*	*307,112*	*318,629*	*330,577*	*342,974*	*355,836*	*369,179*	*383,024*	*397,387*	*412,289*	*427,750*	*443,791*	
																GROSS
1,111	1,111	1,746	1,811	1,879	1,949	2,023	2,098	2,177	2,259	2,343	2,431	2,522	2,617	2,715	2,817	**39,164**
267	267	419	435	451	468	486	504	523	542	563	584	606	629	652	677	**9,406**
142	142	223	232	240	249	259	268	279	289	300	311	323	335	347	360	**5,011**
2,491	2,491	3,915	4,061	4,214	4,372	4,536	4,706	4,882	5,065	5,255	5,452	5,657	5,869	6,089	6,317	**87,828**
4,011	***4,011***	***6,303***	***6,539***	***6,784***	***7,039***	***7,303***	***7,577***	***7,861***	***8,155***	***8,461***	***8,779***	***9,108***	***9,449***	***9,804***	***10,171***	***141,409***
100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																GROSS
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
																GROSS
39,990	39,990	51,733	53,673	55,686	57,774	59,940	62,188	64,520	66,940	69,450	72,054	74,756	77,560	80,468	83,486	**1,210,156**
9,604	9,604	12,424	12,890	13,373	13,875	14,395	14,935	15,495	16,076	16,679	17,304	17,953	18,627	19,325	20,050	**290,630**
5,117	5,117	6,619	6,868	7,125	7,392	7,670	7,957	8,256	8,565	8,886	9,220	9,565	9,924	10,296	10,682	**154,844**
89,681	89,681	116,015	120,366	124,880	129,563	134,421	139,462	144,692	150,118	155,747	161,588	167,647	173,934	180,456	187,224	**2,713,875**
144,391	***144,391***	***186,792***	***193,796***	***201,064***	***208,604***	***216,426***	***224,542***	***232,963***	***241,699***	***250,762***	***260,166***	***269,922***	***280,044***	***290,546***	***301,441***	***4,369,504***

6,125,000	*6,125,000*	*7,875,000*	*8,170,313*	*8,476,699*	*8,794,575*	*9,124,372*	*9,466,536*	*9,821,531*	*10,189,838*	*10,571,957*	*10,968,406*	*11,379,721*	*11,806,461*	*12,249,203*	*12,708,548*	
																GROSS
38,879	38,879	49,987	51,862	53,807	55,824	57,918	60,090	62,343	64,681	67,106	69,623	72,234	74,943	77,753	80,669	**1,170,992**
4,669	4,669	6,002	6,228	6,461	6,703	6,955	7,216	7,486	7,767	8,058	8,360	8,674	8,999	9,337	9,687	**140,612**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
43,548	***43,548***	***55,990***	***58,089***	***60,268***	***62,528***	***64,873***	***67,305***	***69,829***	***72,448***	***75,165***	***77,983***	***80,908***	***83,942***	***87,089***	***90,355***	***1,311,604***
175,000	*175,000*	*275,000*	*285,313*	*296,012*	*307,112*	*318,629*	*330,577*	*342,974*	*355,836*	*369,179*	*383,024*	*397,387*	*412,289*	*427,750*	*443,791*	
																GROSS
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																GROSS
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
																GROSS
38,879	38,879	49,987	51,862	53,807	55,824	57,918	60,090	62,343	64,681	67,106	69,623	72,234	74,943	77,753	80,669	**1,170,992**
4,669	4,669	6,002	6,228	6,461	6,703	6,955	7,216	7,486	7,767	8,058	8,360	8,674	8,999	9,337	9,687	**140,612**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
43,548	***43,548***	***55,990***	***58,089***	***60,268***	***62,528***	***64,873***	***67,305***	***69,829***	***72,448***	***75,165***	***77,983***	***80,908***	***83,942***	***87,089***	***90,355***	***1,311,604***

1,111	1,111	1,746	1,811	1,879	1,949	2,023	2,098	2,177	2,259	2,343	2,431	2,522	2,617	2,715	2,817	**39,164**
4,935	4,935	6,422	6,662	6,912	7,172	7,440	7,719	8,009	8,309	8,621	8,944	9,280	9,628	9,989	10,363	**150,018**
5,117	5,117	6,619	6,868	7,125	7,392	7,670	7,957	8,256	8,565	8,886	9,220	9,565	9,924	10,296	10,682	**154,844**
89,681	89,681	116,015	120,366	124,880	129,563	134,421	139,462	144,692	150,118	155,747	161,588	167,647	173,934	180,456	187,224	**2,713,875**
100,844	***100,844***	***130,802***	***135,707***	***140,796***	***146,076***	***151,554***	***157,237***	***163,133***	***169,251***	***175,598***	***182,183***	***189,015***	***196,103***	***203,456***	***211,086***	***3,057,900***

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

31 YEAR - MULTIFAMILY : INPUT & OUTPUT

► ***INPUT***

INFLATION RATE	3.75%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Celina	0.63475900	100%	0.6347590
Collin County	0.15244300	50%	0.0762215
Collin College	0.08122000	0%	0.0000000
Celina ISD	1.42350000	0%	0.0000000
	2.29192200		0.7109805

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Celina	0.63475900	0%	0.0000000
Collin County	0.15244300	0%	0.0000000
Collin College	0.08122000	0%	0.0000000
Celina ISD	1.42350000	0%	0.0000000
	2.29192200		0.0000000

Sales Tax Rate	0.0200000	25.00%	0.0050000

Multifamily

	Year	AREA SF/UNITS	REAL PROPERTY $ / UNIT	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Multifamily	2024	200	$ 180,000.00	$ 36,000,000				
Multifamily	2026	350	$ 180,000.00	$ 63,000,000				
Multifamily	2031	300	$ 180,000.00	$ 54,000,000				
Multifamily	2036	300	$ 180,000.00	$ 54,000,000				
	TOTAL	1,150		207,000,000		-		-

OUTPUT

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*27.7%*	$ 29,961,178	=	$ 29,961,177	+	$ -	+	$	1
Collin County	*6.7%*	$ 7,195,442	=	$ 7,195,442	+	$ -	+		
Collin College	*3.5%*	$ 3,833,655	=	$ 3,833,655	+	$ -	+		
Celina ISD	*62.1%*	$ 67,190,438	=	$ 67,190,438	+	$ -	+		
	100.0%	108,180,712		$ 108,180,711		$ -		$	1
		100.0%		*100.0%*		*0.0%*			*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*89.3%*	$ 29,961,177	=	$ 29,961,177	+	$ -	+	$	0
Collin County	*10.7%*	$ 3,597,721	=	$ 3,597,721	+	$ -	+		
Collin College	*0.0%*	$ -	=	$ -	+	$ -	+		
Celina ISD	*0.0%*	$ -	=	$ -	+	$ -	+		
	100.0%	$ 33,558,898		$ 33,558,898		$ -		$	0
		100.0%		*100.0%*		*0.0%*			*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*0.0%*	$ 1	=	$ -	+	$ -	+	$	1
Collin County	*4.8%*	$ 3,597,721	=	$ 3,597,721	+	$ -	+	$	-
Collin College	*5.1%*	$ 3,833,655	=	$ 3,833,655	+	$ -	+	$	-
Celina ISD	*90.0%*	$ 67,190,438	=	$ 67,190,438	+	$ -	+	$	-
	100.0%	$ 74,621,814		$ 74,621,814		$ -		$	1
		100.0%		*100.0%*		*0.0%*			*0.0%*

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Financial Feasibility Analysis - Multifamily

	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
TOTAL TAX REVENUE																	
		2017	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
	% OCCUPIED	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
REAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	*36,000,000*	*36,000,000*	*99,000,000*	*99,000,000*	*99,000,000*	*99,000,000*	*99,000,000*	*153,000,000*	*153,000,000*
	PV																
City of Celina		-	-	-	-	-	-	-	228,513	228,513	628,411	628,411	628,411	628,411	628,411	971,181	971,181
Collin County		-	-	-	-	-	-	-	54,879	54,879	150,919	150,919	150,919	150,919	150,919	233,238	233,238
Collin College		-	-	-	-	-	-	-	29,239	29,239	80,408	80,408	80,408	80,408	80,408	124,267	124,267
Celina ISD		-	-	-	-	-	-	-	512,460	512,460	1,409,265	1,409,265	1,409,265	1,409,265	1,409,265	2,177,955	2,177,955
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***825,092***	***825,092***	***2,269,003***	***2,269,003***	***2,269,003***	***2,269,003***	***2,269,003***	***3,506,641***	***3,506,641***
	% OCCUPIED	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
City of Celina		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
	% OCCUPIED	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
SALES TAX	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	228,513	228,513	628,411	628,411	628,411	628,411	628,411	971,181	971,181
Collin County		-	-	-	-	-	-	-	54,879	54,879	150,919	150,919	150,919	150,919	150,919	233,238	233,238
Collin College		-	-	-	-	-	-	-	29,239	29,239	80,408	80,408	80,408	80,408	80,408	124,267	124,267
Celina ISD		-	-	-	-	-	-	-	512,460	512,460	1,409,265	1,409,265	1,409,265	1,409,265	1,409,265	2,177,955	2,177,955
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***825,092***	***825,092***	***2,269,003***	***2,269,003***	***2,269,003***	***2,269,003***	***2,269,003***	***3,506,641***	***3,506,641***
PARTICIPATION																	
REAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	*36,000,000*	*36,000,000*	*99,000,000*	*99,000,000*	*99,000,000*	*99,000,000*	*99,000,000*	*153,000,000*	*153,000,000*
	PV																
City of Celina		-	-	-	-	-	-	-	228,513	228,513	628,411	628,411	628,411	628,411	628,411	971,181	971,181
Collin County		-	-	-	-	-	-	-	27,440	27,440	75,459	75,459	75,459	75,459	75,459	116,619	116,619
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***255,953***	***255,953***	***703,871***	***703,871***	***703,871***	***703,871***	***703,871***	***1,087,800***	***1,087,800***
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
City of Celina		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SALES TAX	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	228,513	228,513	628,411	628,411	628,411	628,411	628,411	971,181	971,181
Collin County		-	-	-	-	-	-	-	27,440	27,440	75,459	75,459	75,459	75,459	75,459	116,619	116,619
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***255,953***	***255,953***	***703,871***	***703,871***	***703,871***	***703,871***	***703,871***	***1,087,800***	***1,087,800***
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																	
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County		-	-	-	-	-	-	-	27,440	27,440	75,459	75,459	75,459	75,459	75,459	116,619	116,619
Collin College		-	-	-	-	-	-	-	29,239	29,239	80,408	80,408	80,408	80,408	80,408	124,267	124,267
Celina ISD		-	-	-	-	-	-	-	512,460	512,460	1,409,265	1,409,265	1,409,265	1,409,265	1,409,265	2,177,955	2,177,955
Total		**-**	**-**	**-**	**-**	**-**	**-**	**-**	***569,139***	***569,139***	***1,565,132***	***1,565,132***	***1,565,132***	***1,565,132***	***1,565,132***	***2,418,840***	***2,418,840***

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Financial Feasibility Analysis - Multifamily

	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
	2033	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	
	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	153,000,000	*153,000,000*	*153,000,000*	*207,000,000*	*214,762,500*	*222,816,094*	*231,171,697*	*239,840,636*	*248,834,660*	*258,165,960*	*267,847,183*	*277,891,452*	*288,312,382*	*299,124,096*	*310,341,250*	*321,979,047*	
																	GROSS
	971,181	971,181	971,181	1,313,951	1,363,224	1,414,345	1,467,383	1,522,410	1,579,500	1,638,732	1,700,184	1,763,941	1,830,089	1,898,717	1,969,919	2,043,791	**29,961,177**
	233,238	233,238	233,238	315,557	327,390	339,668	352,405	365,620	379,331	393,556	408,314	423,626	439,512	455,994	473,094	490,835	**7,195,442**
	124,267	124,267	124,267	168,125	174,430	180,971	187,758	194,799	202,104	209,682	217,545	225,703	234,167	242,949	252,059	261,511	**3,833,655**
	2,177,955	2,177,955	2,177,955	2,946,645	3,057,144	3,171,787	3,290,729	3,414,131	3,542,161	3,674,992	3,812,805	3,955,785	4,104,127	4,258,032	4,417,708	4,583,372	**67,190,438**
	3,506,641	***3,506,641***	***3,506,641***	***4,744,279***	***4,922,189***	***5,106,771***	***5,298,275***	***5,496,960***	***5,703,096***	***5,916,962***	***6,138,849***	***6,369,055***	***6,607,895***	***6,855,691***	***7,112,779***	***7,379,509***	***108,180,711***
	100%	100%	100%	100%	100%	100%	100%	200%	300%	400%	500%	600%	700%	800%	900%	1000%	100%
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																	GROSS
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	-	-	-	-	-	-	-	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	
																	GROSS
	-	**-**	**-**	**-**	**-**	**-**	**-**	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***1***
																	GROSS
	971,181	971,181	971,181	1,313,951	1,363,224	1,414,345	1,467,383	1,522,410	1,579,500	1,638,732	1,700,184	1,763,941	1,830,089	1,898,717	1,969,919	2,043,791	**29,961,178**
	233,238	233,238	233,238	315,557	327,390	339,668	352,405	365,620	379,331	393,556	408,314	423,626	439,512	455,994	473,094	490,835	**7,195,442**
	124,267	124,267	124,267	168,125	174,430	180,971	187,758	194,799	202,104	209,682	217,545	225,703	234,167	242,949	252,059	261,511	**3,833,655**
	2,177,955	2,177,955	2,177,955	2,946,645	3,057,144	3,171,787	3,290,729	3,414,131	3,542,161	3,674,992	3,812,805	3,955,785	4,104,127	4,258,032	4,417,708	4,583,372	**67,190,438**
	3,506,641	***3,506,641***	***3,506,641***	***4,744,279***	***4,922,189***	***5,106,771***	***5,298,275***	***5,496,960***	***5,703,096***	***5,916,962***	***6,138,849***	***6,369,055***	***6,607,895***	***6,855,691***	***7,112,780***	***7,379,509***	***108,180,712***

	153,000,000	*153,000,000*	*153,000,000*	*207,000,000*	*214,762,500*	*222,816,094*	*231,171,697*	*239,840,636*	*248,834,660*	*258,165,960*	*267,847,183*	*277,891,452*	*288,312,382*	*299,124,096*	*310,341,250*	*321,979,047*	
																	GROSS
	971,181	971,181	971,181	1,313,951	1,363,224	1,414,345	1,467,383	1,522,410	1,579,500	1,638,732	1,700,184	1,763,941	1,830,089	1,898,717	1,969,919	2,043,791	**29,961,177**
	116,619	116,619	116,619	157,779	163,695	169,834	176,203	182,810	189,666	196,778	204,157	211,813	219,756	227,997	236,547	245,417	**3,597,721**
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	1,087,800	***1,087,800***	***1,087,800***	***1,471,730***	***1,526,919***	***1,584,179***	***1,643,586***	***1,705,220***	***1,769,166***	***1,835,510***	***1,904,341***	***1,975,754***	***2,049,845***	***2,126,714***	***2,206,466***	***2,289,208***	***33,558,898***
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																	GROSS
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
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	-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
	-	-	-	-	-	-	-	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	
																	GROSS
	-	**-**	**-**	**-**	**-**	**-**	**-**	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***
																	GROSS
	971,181	971,181	971,181	1,313,951	1,363,224	1,414,345	1,467,383	1,522,410	1,579,500	1,638,732	1,700,184	1,763,941	1,830,089	1,898,717	1,969,919	2,043,791	**29,961,177**
	116,619	116,619	116,619	157,779	163,695	169,834	176,203	182,810	189,666	196,778	204,157	211,813	219,756	227,997	236,547	245,417	**3,597,721**
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	1,087,800	***1,087,800***	***1,087,800***	***1,471,730***	***1,526,919***	***1,584,179***	***1,643,586***	***1,705,220***	***1,769,166***	***1,835,510***	***1,904,341***	***1,975,754***	***2,049,845***	***2,126,714***	***2,206,466***	***2,289,208***	***33,558,898***

	-	-	-	-	-	-	-	0	0	0	0	0	0	0	0	0	
																	GROSS
	116,619	116,619	116,619	157,779	163,695	169,834	176,203	182,810	189,666	196,778	204,157	211,813	219,756	227,997	236,547	245,417	**3.597.721**
	124,267	124,267	124,267	168,125	174,430	180,971	187,758	194,799	202,104	209,682	217,545	225,703	234,167	242,949	252,059	261,511	**3,833,655**
	2,177,955	2,177,955	2,177,955	2,946,645	3,057,144	3,171,787	3,290,729	3,414,131	3,542,161	3,674,992	3,812,805	3,955,785	4,104,127	4,258,032	4,417,708	4,583,372	**67,190,438**
	2,418,840	***2,418,840***	***2,418,840***	***3,272,549***	***3,395,269***	***3,522,592***	***3,654,689***	***3,791,740***	***3,933,930***	***4,081,453***	***4,234,507***	***4,393,301***	***4,558,050***	***4,728,977***	***4,906,314***	***5,090,301***	***74,621,814***

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

31 YEAR - HOTEL : INPUT & OUTPUT

► *INPUT*

INFLATION RATE	3.75%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Celina	0.63475900	100%	0.6347590
Collin County	0.15244300	50%	0.0762215
Collin College	0.08122000	0%	0.0000000
Celina ISD	1.42350000	0%	0.0000000
	2.29192200		0.7109805

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Celina	0.63475900	0%	0.0000000
Collin County	0.15244300	0%	0.0000000
Collin College	0.08122000	0%	0.0000000
Celina ISD	1.42350000	0%	0.0000000
	2.29192200		0.0000000

Sales Tax Rate	0.0200000	25.00%	0.0050000

Hotel		AREA	REAL PROPERTY		PERSONAL PROPERTY		SALES	
	Year	UNITS	$ / UNIT	TAX VALUE	$ / SF	TAX VALUE	$ / SF	TAX VALUE
Hotel	2034	120	$ 120,000.00	$ 14,400,000				
	TOTAL	120		14,400,000		-		-

OUTPUT

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*27.7%*	$ 1,496,083	=	$ 1,496,083	+	$ -	+	$ -	
► Collin County	*6.7%*	$ 359,297	=	$ 359,297	+	$ -	+		
Collin College	*3.5%*	$ 191,430	=	$ 191,430	+	$ -	+		
Celina ISD	*62.1%*	$ 3,355,090	=	$ 3,355,090	+	$ -	+		
	100.0%	5,401,900		$ 5,401,900		$ -		$ -	
		100.0%		*100.0%*		*0.0%*		*0.0%*	

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*89.3%*	$ 1,496,083	=	$ 1,496,083	+	$ -	+	$ -	
Collin County	*10.7%*	$ 179,649	=	$ 179,649	+	$ -	+		
Collin College	*0.0%*	$ -	=	$ -	+	$ -	+		
Celina ISD	*0.0%*	$ -	=	$ -	+	$ -	+		
	100.0%	$ 1,675,731		$ 1,675,731		$ -		$ -	
		100.0%		*100.0%*		*0.0%*		*0.0%*	

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Celina	*0.0%*	$ -	=	$ -	+	$ -	+	$ -	
Collin County	*4.8%*	$ 179,649	=	$ 179,649	+	$ -	+	$ -	
Collin College	*5.1%*	$ 191,430	=	$ 191,430	+	$ -	+	$ -	
Celina ISD	*90.0%*	$ 3,355,090	=	$ 3,355,090	+	$ -	+	$ -	
	100.0%	$ 3,726,169		$ 3,726,169		$ -		$ -	
		100.0%		*100.0%*		*0.0%*		*0.0%*	

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Financial Feasibility Analysis - Hotel

	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
TOTAL TAX REVENUE																	
		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
REAL PROPERTY	% OCCUPIED	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
City of Celina		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PERSONAL PROPERTY	% OCCUPIED	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
City of Celina		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	% OCCUPIED	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PARTICIPATION																	
REAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
City of Celina		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
City of Celina		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																
Total		411,262	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																	
SUMMARY																	
	PV																
City of Celina		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collin College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Celina ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Financial Feasibility Analysis - Hotel

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
2033	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	
100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
-	-	-	*14,400,000*	*14,940,000*	*15,500,250*	*16,081,509*	*16,684,566*	*17,310,237*	*17,959,371*	*18,632,848*	*19,331,579*	*20,056,514*	*20,808,633*	*21,588,957*	*22,398,542*	
																GROSS
-	-	-	91,405	94,833	98,389	102,079	105,907	109,878	113,999	118,274	122,709	127,311	132,085	137,038	142,177	**1,496,083**
-	-	-	21,952	22,775	23,629	24,515	25,434	26,388	27,378	28,404	29,470	30,575	31,721	32,911	34,145	**359,297**
-	-	-	11,696	12,134	12,589	13,061	13,551	14,059	14,587	15,134	15,701	16,290	16,901	17,535	18,192	**191,430**
-	-	-	204,984	212,671	220,646	228,920	237,505	246,411	255,652	265,239	275,185	285,504	296,211	307,319	318,843	**3,355,090**
-	**-**	**-**	***330,037***	***342,413***	***355,254***	***368,576***	***382,397***	***396,737***	***411,615***	***427,050***	***443,065***	***459,680***	***476,918***	***494,802***	***513,357***	***5,401,900***
100%	100%	100%	100%	100%	100%	100%	200%	300%	400%	500%	600%	700%	800%	900%	1000%	100%
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																GROSS
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100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
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																GROSS
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
																GROSS
-	-	-	91,405	94,833	98,389	102,079	105,907	109,878	113,999	118,274	122,709	127,311	132,085	137,038	142,177	**1,496,083**
-	-	-	21,952	22,775	23,629	24,515	25,434	26,388	27,378	28,404	29,470	30,575	31,721	32,911	34,145	**359,297**
-	-	-	11,696	12,134	12,589	13,061	13,551	14,059	14,587	15,134	15,701	16,290	16,901	17,535	18,192	**191,430**
-	-	-	204,984	212,671	220,646	228,920	237,505	246,411	255,652	265,239	275,185	285,504	296,211	307,319	318,843	**3,355,090**
-	**-**	**-**	***330,037***	***342,413***	***355,254***	***368,576***	***382,397***	***396,737***	***411,615***	***427,050***	***443,065***	***459,680***	***476,918***	***494,802***	***513,357***	***5,401,900***

-	-	-	*14,400,000*	*14,940,000*	*15,500,250*	*16,081,509*	*16,684,566*	*17,310,237*	*17,959,371*	*18,632,848*	*19,331,579*	*20,056,514*	*20,808,633*	*21,588,957*	*22,398,542*	
																GROSS
-	-	-	91,405	94,833	98,389	102,079	105,907	109,878	113,999	118,274	122,709	127,311	132,085	137,038	142,177	**1,496,083**
-	-	-	10,976	11,387	11,815	12,258	12,717	13,194	13,689	14,202	14,735	15,287	15,861	16,455	17,073	**179,649**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
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-	**-**	**-**	***102,381***	***106,220***	***110,204***	***114,336***	***118,624***	***123,072***	***127,688***	***132,476***	***137,444***	***142,598***	***147,945***	***153,493***	***159,249***	***1,675,731***
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																GROSS
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-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																GROSS
-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
																GROSS
-	-	-	91,405	94,833	98,389	102,079	105,907	109,878	113,999	118,274	122,709	127,311	132,085	137,038	142,177	**1,496,083**
-	-	-	10,976	11,387	11,815	12,258	12,717	13,194	13,689	14,202	14,735	15,287	15,861	16,455	17,073	**179,649**
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	**-**	**-**	***102,381***	***106,220***	***110,204***	***114,336***	***118,624***	***123,072***	***127,688***	***132,476***	***137,444***	***142,598***	***147,945***	***153,493***	***159,249***	***1,675,731***

-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
																GROSS
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	10,976	11,387	11,815	12,258	12,717	13,194	13,689	14,202	14,735	15,287	15,861	16,455	17,073	**179,649**
-	-	-	11,696	12,134	12,589	13,061	13,551	14,059	14,587	15,134	15,701	16,290	16,901	17,535	18,192	**191,430**
-	-	-	204,984	212,671	220,646	228,920	237,505	246,411	255,652	265,239	275,185	285,504	296,211	307,319	318,843	**3,355,090**
-	**-**	**-**	***227,656***	***236,193***	***245,050***	***254,239***	***263,773***	***273,665***	***283,927***	***294,574***	***305,621***	***317,082***	***328,972***	***341,309***	***354,108***	***3,726,169***

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Financial Feasibility Analysis - Projected TIRZ Revenue

TAXABLE BASE YEAR GROWTH 3.75%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			
City of Celina	0.6347590	100%	0.6347590
Collin County	0.1524430	50%	0.0762215
Collin College	0.0812200	0%	0.0000000
Celina ISD	1.4235000	0%	0.0000000
	2.2919220		*0.7109805*

BUSINESS PERSONAL PROPERTY TAX			
City of Celina	0.6347590	0%	0.0000000
Collin County	0.1524430	0%	0.0000000
Collin College	0.0812200	0%	0.0000000
Celina ISD	1.4235000	0%	0.0000000
	2.2919220		*0.0000000*

SALES TAX		
0.0200000	25.00%	0.0050000

REVENUE YEAR	BASE YEAR 2017	0 2017	1 2018	2 2019	3 2020	4 2021	5 2022	6 2023	7 2024	8 2025	9 2026	10 2027	11 2028	12 2029	13 2030	14 2031	15 2032
BASE YEAR																	
City of Celina	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515
Collin County	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839
Collin College	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839
Celina ISD	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839
TAXABLE VALUE																	
City of Celina		81,980,515	95,213,655	106,632,801	110,399,805	122,089,810	169,117,957	175,459,880	182,039,626	188,866,112	195,948,591	203,296,663	210,920,288	218,829,799	227,035,916	235,549,763	244,382,879
Collin County		79,427,839	91,971,848	102,865,367	105,857,770	116,969,975	162,664,976	168,764,913	175,093,597	181,659,607	188,471,842	195,539,536	202,872,269	210,479,979	218,372,978	226,561,965	235,058,038
Collin College		79,427,839	91,971,848	102,865,367	105,857,770	116,969,975	162,664,976	168,764,913	175,093,597	181,659,607	188,471,842	195,539,536	202,872,269	210,479,979	218,372,978	226,561,965	235,058,038
Celina ISD		79,427,839	91,971,848	102,865,367	105,857,770	116,969,975	162,664,976	168,764,913	175,093,597	181,659,607	188,471,842	195,539,536	202,872,269	210,479,979	218,372,978	226,561,965	235,058,038
TAXABLE VALUE INCREMENT																	
City of Celina		0	13,233,140	24,652,286	28,419,290	40,109,295	87,137,442	93,479,365	100,059,111	106,885,597	113,968,076	121,316,148	128,939,773	136,849,284	145,055,401	153,569,248	162,402,364
Collin County		0	12,544,009	23,437,528	26,429,931	37,542,136	83,237,137	89,337,074	95,665,758	102,231,768	109,044,003	116,111,697	123,444,430	131,052,140	138,945,139	147,134,126	155,630,199
Collin College		0	12,544,009	23,437,528	26,429,931	37,542,136	83,237,137	89,337,074	95,665,758	102,231,768	109,044,003	116,111,697	123,444,430	131,052,140	138,945,139	147,134,126	155,630,199
Celina ISD		0	12,544,009	23,437,528	26,429,931	37,542,136	83,237,137	89,337,074	95,665,758	102,231,768	109,044,003	116,111,697	123,444,430	131,052,140	138,945,139	147,134,126	155,630,199
REVENUE A																	
TAXABLE VALUE GROWTH																	
City of Celina		0	140,002	229,272	267,432	343,841	505,571	593,369	635,134	678,466	723,423	770,065	818,457	868,663	920,752	974,795	1,030,864
Collin County		0	0	18,680	26,647	33,395	63,445	68,094	72,918	77,923	83,115	88,502	94,091	99,890	105,906	112,148	118,624
Collin College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Celina ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	**140,002**	**247,952**	**294,079**	**377,236**	**569,016**	**661,463**	**708,052**	**756,389**	**806,538**	**858,567**	**912,548**	**968,553**	**1,026,658**	**1,086,942**	**1,149,487**
							1,628,285										
REVENUE #1 - RETAIL																	
REAL PROPERTY TAX		0	0	0	0	0	0	0	562,500	562,500	562,500	1,687,500	1,687,500	1,687,500	1,687,500	3,937,500	3,937,500
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Celina		0	0	0	0	0	0	0	3,571	3,571	3,571	10,712	10,712	10,712	10,712	24,994	24,994
Collin County		0	0	0	0	0	0	0	429	429	429	1,286	1,286	1,286	1,286	3,001	3,001
Collin College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Celina ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	**0**	**0**	**0**	**0**	**0**	**0**	**3,999**	**3,999**	**3,999**	**11,998**	**11,998**	**11,998**	**11,998**	**27,995**	**27,995**
REVENUE #2 - SALES TAX																	
Sales		0	0	0	0	0	0	0	875,000	875,000	875,000	2,625,000	2,625,000	2,625,000	2,625,000	6,125,000	6,125,000
City of Celina		0	0	0	0	0	0	0	4,375	4,375	4,375	13,125	13,125	13,125	13,125	30,625	30,625
REVENUE #3 - OFFICE																	
REAL PROPERTY TAX		0	0	0	0	0	0	0	1,312,500	3,062,500	3,062,500	3,062,500	3,062,500	3,062,500	3,062,500	4,812,500	6,125,000
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Celina		0	0	0	0	0	0	0	8,331	19,439	19,439	19,439	19,439	19,439	19,439	30,548	38,879
Collin County		0	0	0	0	0	0	0	1,000	2,334	2,334	2,334	2,334	2,334	2,334	3,668	4,669
Collin College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Celina ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	**0**	**0**	**0**	**0**	**0**	**0**	**9,332**	**21,774**	**21,774**	**21,774**	**21,774**	**21,774**	**21,774**	**34,216**	**43,548**
REVENUE #4 - RESIDENTIAL																	
REAL PROPERTY TAX		0	0	0	0	0	0	0	6,187,500	12,375,000	12,375,000	20,625,000	20,625,000	23,375,000	23,375,000	28,875,000	28,875,000
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Celina		0	0	0	0	0	0	0	39,276	78,551	78,551	130,919	130,919	148,375	148,375	183,287	183,287
Collin County		0	0	0	0	0	0	0	4,716	9,432	9,432	15,721	15,721	17,817	17,817	22,009	22,009
Collin College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Celina ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
npv @ 6%		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**43,992**	**87,984**	**87,984**	**146,640**	**146,640**	**166,192**	**166,192**	**205,296**	**205,296**
REVENUE #5 - HOTEL																	
REAL PROPERTY TAX		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Celina		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Collin County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Collin College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Celina ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
REVENUE #6 - MULTIFAMILY																	
REAL PROPERTY TAX		0	0	0	0	0	0	0	36,000,000	36,000,000	99,000,000	99,000,000	99,000,000	99,000,000	99,000,000	153,000,000	153,000,000
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Celina		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Collin County		0	0	0	0	0	0	0	27,440	27,440	75,459	75,459	75,459	75,459	75,459	116,619	116,619
Collin College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Celina ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
npv @ 6%		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**27,440**	**27,440**	**75,459**	**75,459**	**75,459**	**75,459**	**75,459**	**116,619**	**116,619**
REVENUE A, 1, 2, 3, 4, 5,6		**0**	**140,002**	**247,952**	**294,079**	**377,236**	**569,016**	**661,463**	**797,190**	**901,960**	**1,000,129**	**1,127,563**	**1,181,544**	**1,257,101**	**1,315,206**	**1,501,693**	**1,573,569**
Running Total		**0**	**140,002**	**387,953**	**682,033**	**1,059,269**	**1,628,285**	**2,289,748**	**3,086,937**	**3,988,898**	**4,989,026**	**6,116,589**	**7,298,133**	**8,555,233**	**9,870,439**	**11,372,132**	**12,945,701**

GROSS 57,426,854

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
City of Celina	0	140,002	229,272	267,432	343,841	505,571	593,369	690,687	784,402	829,359	944,260	992,652	1,060,314	1,112,403	1,244,248	1,308,648
Collin County	0	0	18,680	26,647	33,395	63,445	68,094	106,503	117,558	170,770	183,303	188,892	196,786	202,803	257,445	264,921
Collin College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Celina ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
$ -	**0**	**140,002**	**247,952**	**294,079**	**377,236**	**569,016**	**661,463**	**797,190**	**901,960**	**1,000,129**	**1,127,563**	**1,181,544**	**1,257,101**	**1,315,206**	**1,501,693**	**1,573,569**

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP (TIRZ #11 Final Amended PFP 2022 v9 exhibit)

Financial Feasibility Analysis - Projected TIRZ Revenue

16 2033	17 2034	18 2035	19 2036	20 2037	21 2038	22 2039	23 2040	24 2041	25 2042	26 2043	27 2044	28 2045	29 2046	30 2047	31 2048	TOTALS	
81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515		
79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839		
79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839		
79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839		
253,547,237	263,055,259	272,919,831	283,154,325	293,772,612	304,789,085	316,218,675	328,076,876	340,379,759	353,143,999	366,386,899	380,126,408	394,381,149	409,170,442	424,514,333	440,433,621		
243,872,715	253,017,941	262,506,114	272,350,094	282,563,222	293,159,343	304,152,818	315,558,549	327,391,995	339,669,194	352,406,789	365,622,044	379,332,870	393,557,853	408,316,272	423,628,133		
243,872,715	253,017,941	262,506,114	272,350,094	282,563,222	293,159,343	304,152,818	315,558,549	327,391,995	339,669,194	352,406,789	365,622,044	379,332,870	393,557,853	408,316,272	423,628,133		
243,872,715	253,017,941	262,506,114	272,350,094	282,563,222	293,159,343	304,152,818	315,558,549	327,391,995	339,669,194	352,406,789	365,622,044	379,332,870	393,557,853	408,316,272	423,628,133		
171,566,722	181,074,744	190,939,316	201,173,810	211,792,097	222,808,570	234,238,160	246,096,361	258,399,244	271,163,484	284,406,384	298,145,893	312,400,634	327,189,927	342,533,818	358,453,106		
164,444,876	173,590,102	183,078,275	192,922,255	203,135,383	213,731,504	224,724,979	236,130,710	247,964,156	260,241,355	272,978,950	286,194,205	299,905,031	314,130,014	328,888,433	344,200,294		
164,444,876	173,590,102	183,078,275	192,922,255	203,135,383	213,731,504	224,724,979	236,130,710	247,964,156	260,241,355	272,978,950	286,194,205	299,905,031	314,130,014	328,888,433	344,200,294	344,200,294	
164,444,876	173,590,102	183,078,275	192,922,255	203,135,383	213,731,504	224,724,979	236,130,710	247,964,156	260,241,355	272,978,950	286,194,205	299,905,031	314,130,014	328,888,433	344,200,294	344,200,294	
1,089,035	1,149,388	1,212,004	1,276,969	1,344,369	1,414,297	1,486,848	1,562,119	1,640,212	1,721,235	1,805,295	1,892,508	1,982,991	2,076,868	2,174,264	2,275,313	35,603,822	City of Celina
125,342	132,313	139,545	147,048	154,833	162,909	171,289	179,982	189,002	198,360	208,069	218,142	228,592	239,435	250,684	262,355	4,071,276	Collin County
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Collin College
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Celina ISD
1,214,378	**1,281,701**	**1,351,550**	**1,424,017**	**1,499,202**	**1,577,207**	**1,658,137**	**1,742,101**	**1,829,214**	**1,919,594**	**2,013,364**	**2,110,649**	**2,211,583**	**2,316,302**	**2,424,948**	**2,537,668**	**39,675,098**	
3,937,500	8,437,500	8,437,500	10,687,500	11,088,281	11,504,092	11,935,495	12,383,076	12,847,442	13,329,221	13,829,067	14,347,657	14,885,694	15,443,907	16,023,054	16,623,918	**16,623,918**	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
24,994	53,558	53,558	67,840	70,384	73,023	75,762	78,603	81,550	84,608	87,781	91,073	94,488	98,032	101,708	105,522	1,346,028	City of Celina
3,001	6,431	6,431	8,146	8,452	8,769	9,097	9,439	9,793	10,160	10,541	10,936	11,346	11,772	12,213	12,671	161,630	Collin County
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Collin College
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Celina ISD
27,995	**59,989**	**59,989**	**75,986**	**78,836**	**81,792**	**84,859**	**88,041**	**91,343**	**94,768**	**98,322**	**102,009**	**105,834**	**109,803**	**113,921**	**118,193**	**1,507,658**	
6,125,000	13,125,000	13,125,000	16,625,000	17,248,438	17,895,254	18,566,326	19,262,563	19,984,909	20,734,343	21,511,881	22,318,577	23,155,523	24,023,856	24,924,750	25,859,428		
30,625	65,625	65,625	83,125	86,242	89,476	92,832	96,313	99,925	103,672	107,559	111,593	115,778	120,119	124,624	129,297	**1,649,304**	City of Celina
6,125,000	6,125,000	7,875,000	8,170,313	8,476,699	8,794,575	9,124,372	9,466,536	9,821,531	10,189,838	10,571,957	10,968,406	11,379,721	11,806,461	12,249,203	12,708,548	**12,708,548**	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
38,879	38,879	49,987	51,862	53,807	55,824	57,918	60,090	62,343	64,681	67,106	69,623	72,234	74,943	77,753	80,669	1,170,992	City of Celina
4,669	4,669	6,002	6,228	6,461	6,703	6,955	7,216	7,486	7,767	8,058	8,360	8,674	8,999	9,337	9,687	140,612	Collin County
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Collin College
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Celina ISD
43,548	**43,548**	**55,990**	**58,089**	**60,268**	**62,528**	**64,873**	**67,305**	**69,829**	**72,448**	**75,165**	**77,983**	**80,908**	**83,942**	**87,089**	**90,355**	**1,311,604**	
28,875,000	35,750,000	42,625,000	42,625,000	49,500,000	56,375,000	58,489,063	60,682,402	62,957,992	65,318,917	67,768,377	70,309,691	72,946,304	75,681,790	78,519,858	81,464,352	**81,464,352**	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
183,287	226,926	270,566	270,566	314,206	357,845	371,265	385,187	399,632	414,618	430,166	446,297	463,033	480,397	498,412	517,102	7,151,044	City of Celina
22,009	27,249	32,489	32,489	37,730	42,970	44,581	46,253	47,988	49,787	51,654	53,591	55,601	57,686	59,849	62,093	858,693	Collin County
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Collin College
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Celina ISD
205,296	**254,176**	**303,055**	**303,055**	**351,935**	**400,815**	**415,846**	**431,440**	**447,619**	**464,405**	**481,820**	**499,888**	**518,634**	**538,083**	**558,261**	**579,196**	**8,009,737**	
0	0	0	14,400,000	14,940,000	15,500,250	16,081,509	16,684,566	17,310,237	17,959,371	18,632,848	19,331,579	20,056,514	20,808,633	21,588,957	22,398,542	**22,398,542**	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
0	0	0	91,405	94,833	98,389	102,079	105,907	109,878	113,999	118,274	122,709	127,311	132,085	137,038	142,177	1,496,083	City of Celina
0	0	0	10,976	11,387	11,815	12,258	12,717	13,194	13,689	14,202	14,735	15,287	15,861	16,455	17,073	179,649	Collin County
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Collin College
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Celina ISD
0	**0**	**0**	**102,381**	**106,220**	**110,204**	**114,336**	**118,624**	**123,072**	**127,688**	**132,476**	**137,444**	**142,598**	**147,945**	**153,493**	**159,249**	**1,675,731**	
153,000,000	153,000,000	153,000,000	207,000,000	214,762,500	222,816,094	231,171,697	239,840,636	248,834,660	258,165,960	267,847,183	277,891,452	288,312,382	299,124,096	310,341,250	321,979,047	**321,979,047**	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Celina
116,619	116,619	116,619	157,779	163,695	169,834	176,203	182,810	189,666	196,778	204,157	211,813	219,756	227,997	236,547	245,417	3,597,721	Collin County
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Collin College
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Celina ISD
116,619	**116,619**	**116,619**	**157,779**	**163,695**	**169,834**	**176,203**	**182,810**	**189,666**	**196,778**	**204,157**	**211,813**	**219,756**	**227,997**	**236,547**	**245,417**	**3,597,721**	
1,638,459	**1,821,657**	**1,952,828**	**2,204,433**	**2,346,399**	**2,491,855**	**2,607,084**	**2,726,635**	**2,850,668**	**2,979,352**	**3,112,863**	**3,251,380**	**3,395,091**	**3,544,191**	**3,698,883**	**3,859,375**	**57,426,854**	
14,584,161	**16,405,818**	**18,358,645**	**20,563,078**	**22,909,477**	**25,401,332**	**28,008,417**	**30,735,051**	**33,585,719**	**36,565,072**	**39,677,934**	**42,929,314**	**46,324,405**	**49,868,596**	**53,567,479**	**57,426,854**		
																799,374,701	
2033	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**		
1,366,819	1,534,376	1,651,741	1,841,767	1,963,841	2,088,856	2,186,702	2,288,218	2,393,540	2,502,812	2,616,182	2,733,803	2,855,835	2,982,443	3,113,798	3,250,080	48,417,273	City of Celina
271,640	287,281	301,087	362,666	382,558	402,999	420,382	438,417	457,128	476,540	496,681	517,577	539,256	561,749	585,084	609,295	9,009,581	Collin County
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Collin College
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Celina ISD
1,638,459	**1,821,657**	**1,952,828**	**2,204,433**	**2,346,399**	**2,491,855**	**2,607,084**	**2,726,635**	**2,850,668**	**2,979,352**	**3,112,863**	**3,251,380**	**3,395,091**	**3,544,191**	**3,698,883**	**3,859,375**	**57,426,854**	

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP (TIRZ #11 Final Amended PFP 2022 v9 exhibit)

Financial Feasibility Analysis - 100% of Tax Revenue

TAXABLE BASE YEAR GROWTH 3.75%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX		
City of Celina	0.6347590	100%	0.6347590	City of Celina	0.6347590	100%	0.6347590	0.0200000	100.00%	0.0200000
Collin County	0.1524430	100%	0.1524430	Collin County	0.1524430	100%	0.1524430			
Collin College	0.0812200	100%	0.0812200	Collin College	0.0812200	100%	0.0812200			
Celina ISD	1.4235000	100%	1.4235000	Celina ISD	1.4235000	100%	1.4235000			
	2.2919220		*2.2919220*		*2.2919220*		*2.2919220*			

REVENUE YEAR	BASE YEAR 2017	0 2017	1 2018	2 2019	3 2020	4 2021	5 2022	6 2023	7 2024	8 2025	9 2026	10 2027	11 2028	12 2029	13 2030	14 2031	15 2032
BASE YEAR																	
City of Celina	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515
Collin County	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839
Collin College	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839
Celina ISD	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839
TAXABLE VALUE																	
City of Celina		81,980,515	95,213,655	106,632,801	110,399,805	122,089,810	169,117,957	175,459,880	182,039,626	188,866,112	195,948,591	203,296,663	210,920,288	218,829,799	227,035,916	235,549,763	244,382,879
Collin County		79,427,839	91,971,848	102,865,367	105,857,770	116,969,975	162,664,976	168,764,913	175,093,597	181,659,607	188,471,842	195,539,536	202,872,269	210,479,979	218,372,978	226,561,965	235,058,038
Collin College		79,427,839	91,971,848	102,865,367	105,857,770	116,969,975	162,664,976	168,764,913	175,093,597	181,659,607	188,471,842	195,539,536	202,872,269	210,479,979	218,372,978	226,561,965	235,058,038
Celina ISD		79,427,839	91,971,848	102,865,367	105,857,770	116,969,975	162,664,976	168,764,913	175,093,597	181,659,607	188,471,842	195,539,536	202,872,269	210,479,979	218,372,978	226,561,965	235,058,038
TAXABLE VALUE INCREMENT																	
City of Celina		0	13,233,140	24,652,286	28,419,290	40,109,295	87,137,442	93,479,365	100,059,111	106,885,597	113,968,076	121,316,148	128,939,773	136,849,284	145,055,401	153,569,248	162,402,364
Collin County		0	12,544,009	23,437,528	26,429,931	37,542,136	83,237,137	89,337,074	95,665,758	102,231,768	109,044,003	116,111,697	123,444,430	131,052,140	138,945,139	147,134,126	155,630,199
Collin College		0	12,544,009	23,437,528	26,429,931	37,542,136	83,237,137	89,337,074	95,665,758	102,231,768	109,044,003	116,111,697	123,444,430	131,052,140	138,945,139	147,134,126	155,630,199
Celina ISD		0	12,544,009	23,437,528	26,429,931	37,542,136	83,237,137	89,337,074	95,665,758	102,231,768	109,044,003	116,111,697	123,444,430	131,052,140	138,945,139	147,134,126	155,630,199
REVENUE A																	
TAXABLE VALUE GROWTH																	
City of Celina		0	140,002	229,272	267,432	343,841	505,571	593,369	635,134	678,466	723,423	770,065	818,457	868,663	920,752	974,795	1,030,864
Collin County		0	0	18,680	26,647	33,395	63,445	136,188	145,836	155,845	166,230	177,004	188,182	199,780	211,812	224,296	237,247
Collin College		0	10,188	19,036	21,466	30,492	67,605	72,560	77,700	83,033	88,566	94,306	100,262	106,441	112,851	119,502	126,403
Celina ISD		0	178,564	333,633	376,230	534,412	1,184,881	1,271,713	1,361,802	1,455,269	1,552,241	1,652,850	1,757,231	1,865,527	1,977,884	2,094,454	2,215,396
		0	**328,754**	**600,621**	**691,776**	**942,140**	**1,821,502**	**2,073,830**	**2,220,472**	**2,372,613**	**2,530,459**	**2,694,225**	**2,864,132**	**3,040,411**	**3,223,300**	**3,413,047**	**3,609,910**
							4,384,793										
REVENUE #1 - RETAIL																	
REAL PROPERTY TAX		0	0	0	0	0	0	0	562,500	562,500	562,500	1,687,500	1,687,500	1,687,500	1,687,500	3,937,500	3,937,500
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	37,500	37,500	37,500	112,500	112,500	112,500	112,500	262,500	262,500
City of Celina		0	0	0	0	0	0	0	3,809	3,809	3,809	11,426	11,426	11,426	11,426	26,660	26,660
Collin County		0	0	0	0	0	0	0	915	915	915	2,744	2,744	2,744	2,744	6,403	6,403
Collin College		0	0	0	0	0	0	0	487	487	487	1,462	1,462	1,462	1,462	3,411	3,411
Celina ISD		0	0	0	0	0	0	0	8,541	8,541	8,541	25,623	25,623	25,623	25,623	59,787	59,787
		0	**0**	**0**	**0**	**0**	**0**	**0**	**13,752**	**13,752**	**13,752**	**41,255**	**41,255**	**41,255**	**41,255**	**96,261**	**96,261**
REVENUE #2 - SALES TAX																	
Sales		0	0	0	0	0	0	0	875,000	875,000	875,000	2,625,000	2,625,000	2,625,000	2,625,000	6,125,000	6,125,000
City of Celina		0	0	0	0	0	0	0	17,500	17,500	17,500	52,500	52,500	52,500	52,500	122,500	122,500
REVENUE #3 - OFFICE																	
REAL PROPERTY TAX		0	0	0	0	0	0	0	1,312,500	3,062,500	3,062,500	3,062,500	3,062,500	3,062,500	3,062,500	4,812,500	6,125,000
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	37,500	87,500	87,500	87,500	87,500	87,500	87,500	137,500	175,000
City of Celina		0	0	0	0	0	0	0	8,569	19,995	19,995	19,995	19,995	19,995	19,995	31,421	39,990
Collin County		0	0	0	0	0	0	0	2,058	4,802	4,802	4,802	4,802	4,802	4,802	7,546	9,604
Collin College		0	0	0	0	0	0	0	1,096	2,558	2,558	2,558	2,558	2,558	2,558	4,020	5,117
Celina ISD		0	0	0	0	0	0	0	19,217	44,840	44,840	44,840	44,840	44,840	44,840	70,463	89,681
		0	**0**	**0**	**0**	**0**	**0**	**0**	**30,941**	**72,196**	**72,196**	**72,196**	**72,196**	**72,196**	**72,196**	**113,450**	**144,391**
REVENUE #4 - RESIDENTIAL																	
REAL PROPERTY TAX		0	0	0	0	0	0	0	6,187,500	12,375,000	12,375,000	20,625,000	20,625,000	23,375,000	23,375,000	28,875,000	28,875,000
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Celina		0	0	0	0	0	0	0	39,276	78,551	78,551	130,919	130,919	148,375	148,375	183,287	183,287
Collin County		0	0	0	0	0	0	0	9,432	18,865	18,865	31,441	31,441	35,634	35,634	44,018	44,018
Collin College		0	0	0	0	0	0	0	5,025	10,051	10,051	16,752	16,752	18,985	18,985	23,452	23,452
Celina ISD		0	0	0	0	0	0	0	88,079	176,158	176,158	293,597	293,597	332,743	332,743	411,036	411,036
npv @ 6%		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**141,813**	**283,625**	**283,625**	**472,709**	**472,709**	**535,737**	**535,737**	**661,792**	**661,792**
REVENUE #5 - HOTEL																	
REAL PROPERTY TAX		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Celina		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Collin County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Collin College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Celina ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
REVENUE #6 - MULTIFAMILY																	
REAL PROPERTY TAX		0	0	0	0	0	0	0	36,000,000	36,000,000	99,000,000	99,000,000	99,000,000	99,000,000	99,000,000	153,000,000	153,000,000
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Celina		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Collin County		0	0	0	0	0	0	0	54,879	54,879	150,919	150,919	150,919	150,919	150,919	233,238	233,238
Collin College		0	0	0	0	0	0	0	29,239	29,239	80,408	80,408	80,408	80,408	80,408	124,267	124,267
Celina ISD		0	0	0	0	0	0	0	512,460	512,460	1,409,265	1,409,265	1,409,265	1,409,265	1,409,265	2,177,955	2,177,955
npv @ 6%		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**596,579**	**596,579**	**1,640,591**	**1,640,591**	**1,640,591**	**1,640,591**	**1,640,591**	**2,535,459**	**2,535,459**
REVENUE A, 1, 2, 3, 4, 5,6		**0**	**328,754**	**600,621**	**691,776**	**942,140**	**1,821,502**	**2,073,830**	**3,021,056**	**3,356,264**	**4,558,123**	**4,973,476**	**5,143,383**	**5,382,689**	**5,565,578**	**6,942,510**	**7,170,313**
Running Total		**0**	**328,754**	**929,375**	**1,621,150**	**2,563,291**	**4,384,793**	**6,458,622**	**9,479,678**	**12,835,942**	**17,394,065**	**22,367,541**	**27,510,924**	**32,893,613**	**38,459,191**	**45,401,700**	**52,572,014**
GROSS	**249,519,386**																

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
City of Celina	0	140,002	229,272	267,432	343,841	505,571	593,369	704,288	798,321	843,278	984,905	1,033,296	1,100,959	1,153,048	1,338,662	1,403,300
Collin County	0	0	18,680	26,647	33,395	63,445	136,188	213,120	235,306	341,730	366,910	378,088	393,878	405,910	515,500	530,510
Collin College	0	10,188	19,036	21,466	30,492	67,605	72,560	113,548	125,369	182,070	195,486	201,441	209,854	216,265	274,653	282,650
Celina ISD	0	178,564	333,633	376,230	534,412	1,184,881	1,271,713	1,990,099	2,197,269	3,191,046	3,426,175	3,530,557	3,677,999	3,790,355	4,813,695	4,953,854
$ -	**0**	**328,754**	**600,621**	**691,776**	**942,140**	**1,821,502**	**2,073,830**	**3,021,056**	**3,356,264**	**4,558,123**	**4,973,476**	**5,143,383**	**5,382,689**	**5,565,578**	**6,942,510**	**7,170,313**

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

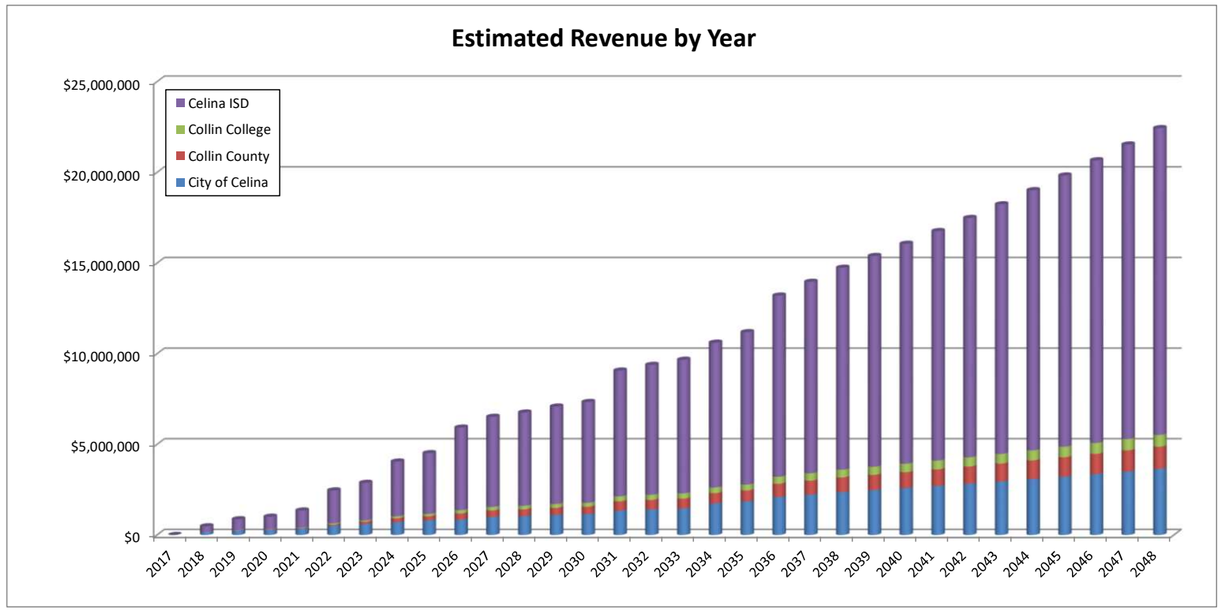
Financial Feasibility Analysis - 100% of Tax Revenue

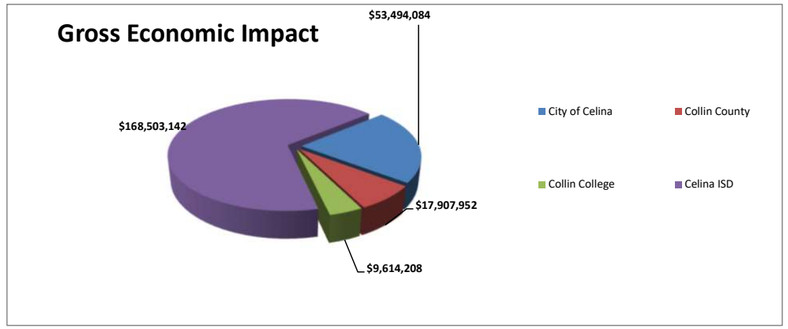
16 2033	17 2034	18 2035	19 2036	20 2037	21 2038	22 2039	23 2040	24 2041	25 2042	26 2043	27 2044	28 2045	29 2046	30 2047	31 2048	TOTALS	
81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515	81,980,515		
79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839		
79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839		
79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839	79,427,839		
253,547,237	263,055,259	272,919,831	283,154,325	293,772,612	304,789,085	316,218,675	328,076,876	340,379,759	353,143,999	366,386,899	380,126,408	394,381,149	409,170,442	424,514,333	440,433,621		
243,872,715	253,017,941	262,506,114	272,350,094	282,563,222	293,159,343	304,152,818	315,558,549	327,391,995	339,669,194	352,406,789	365,622,044	379,332,870	393,557,853	408,316,272	423,628,133		
243,872,715	253,017,941	262,506,114	272,350,094	282,563,222	293,159,343	304,152,818	315,558,549	327,391,995	339,669,194	352,406,789	365,622,044	379,332,870	393,557,853	408,316,272	423,628,133		
243,872,715	253,017,941	262,506,114	272,350,094	282,563,222	293,159,343	304,152,818	315,558,549	327,391,995	339,669,194	352,406,789	365,622,044	379,332,870	393,557,853	408,316,272	423,628,133		
171,566,722	181,074,744	190,939,316	201,173,810	211,792,097	222,808,570	234,238,160	246,096,361	258,399,244	271,163,484	284,406,384	298,145,893	312,400,634	327,189,927	342,533,818	358,453,106		
164,444,876	173,590,102	183,078,275	192,922,255	203,135,383	213,731,504	224,724,979	236,130,710	247,964,156	260,241,355	272,978,950	286,194,205	299,905,031	314,130,014	328,888,433	344,200,294		
164,444,876	173,590,102	183,078,275	192,922,255	203,135,383	213,731,504	224,724,979	236,130,710	247,964,156	260,241,355	272,978,950	286,194,205	299,905,031	314,130,014	328,888,433	344,200,294		
164,444,876	173,590,102	183,078,275	192,922,255	203,135,383	213,731,504	224,724,979	236,130,710	247,964,156	260,241,355	272,978,950	286,194,205	299,905,031	314,130,014	328,888,433	344,200,294	344,200,294	
1,089,035	1,149,388	1,212,004	1,276,969	1,344,369	1,414,297	1,486,848	1,562,119	1,640,212	1,721,235	1,805,295	1,892,508	1,982,991	2,076,868	2,174,264	2,275,313	35,603,822	City of Celina
250,685	264,626	279,090	294,096	309,666	325,819	342,578	359,965	378,004	396,720	416,137	436,283	457,184	478,869	501,367	524,709	8,000,385	Collin County
133,562	140,990	148,696	156,691	164,987	173,593	182,522	191,785	201,396	211,368	221,714	232,447	243,583	255,136	267,123	279,559	4,335,562	Collin College
2,340,873	2,471,055	2,606,119	2,746,248	2,891,632	3,042,468	3,198,960	3,361,321	3,529,770	3,704,536	3,885,855	4,073,975	4,269,148	4,471,641	4,681,727	4,899,691	75,987,108	Celina ISD
3,814,155	**4,026,059**	**4,245,910**	**4,474,005**	**4,710,654**	**4,956,177**	**5,210,907**	**5,475,190**	**5,749,383**	**6,033,858**	**6,329,001**	**6,635,212**	**6,952,906**	**7,282,514**	**7,624,482**	**7,979,273**	**123,926,877**	
3,937,500	8,437,500	8,437,500	10,687,500	11,088,281	11,504,092	11,935,495	12,383,076	12,847,442	13,329,221	13,829,067	14,347,657	14,885,694	15,443,907	16,023,054	16,623,918	16,623,918	
262,500	562,500	562,500	712,500	739,219	766,939	795,700	825,538	856,496	888,615	921,938	956,510	992,380	1,029,594	1,068,204	1,108,261		
26,660	57,128	57,128	72,363	75,076	77,891	80,812	83,843	86,987	90,249	93,633	97,145	100,787	104,567	108,488	112,557	1,435,763	City of Celina
6,403	13,720	13,720	17,379	18,030	18,706	19,408	20,136	20,891	21,674	22,487	23,330	24,205	25,113	26,054	27,031	344,811	Collin County
3,411	7,310	7,310	9,259	9,606	9,967	10,340	10,728	11,130	11,548	11,981	12,430	12,896	13,380	13,882	14,402	183,712	Collin College
59,787	128,115	128,115	162,279	168,364	174,678	181,229	188,025	195,076	202,391	209,981	217,855	226,024	234,500	243,294	252,418	3,219,819	Celina ISD
96,261	**206,273**	**206,273**	**261,279**	**271,077**	**281,242**	**291,789**	**302,731**	**314,084**	**325,862**	**338,082**	**350,760**	**363,913**	**377,560**	**391,718**	**406,408**	**5,184,105**	
6,125,000	13,125,000	13,125,000	16,625,000	17,248,438	17,895,254	18,566,326	19,262,563	19,984,909	20,734,343	21,511,881	22,318,577	23,155,523	24,023,856	24,924,750	25,859,428		
122,500	262,500	262,500	332,500	344,969	357,905	371,327	385,251	399,698	414,687	430,238	446,372	463,110	480,477	498,495	517,189	6,597,217	City of Celina
6,125,000	6,125,000	7,875,000	8,170,313	8,476,699	8,794,575	9,124,372	9,466,536	9,821,531	10,189,838	10,571,957	10,968,406	11,379,721	11,806,461	12,249,203	12,708,548	12,708,548	
175,000	175,000	275,000	285,313	296,012	307,112	318,629	330,577	342,974	355,836	369,179	383,024	397,387	412,289	427,750	443,791		
39,990	39,990	51,733	53,673	55,686	57,774	59,940	62,188	64,520	66,940	69,450	72,054	74,756	77,560	80,468	83,486	1,210,156	City of Celina
9,604	9,604	12,424	12,890	13,373	13,875	14,395	14,935	15,495	16,076	16,679	17,304	17,953	18,627	19,325	20,050	290,630	Collin County
5,117	5,117	6,619	6,868	7,125	7,392	7,670	7,957	8,256	8,565	8,886	9,220	9,565	9,924	10,296	10,682	154,844	Collin College
89,681	89,681	116,015	120,366	124,880	129,563	134,421	139,462	144,692	150,118	155,747	161,588	167,647	173,934	180,456	187,224	2,713,875	Celina ISD
144,391	**144,391**	**186,792**	**193,796**	**201,064**	**208,604**	**216,426**	**224,542**	**232,963**	**241,699**	**250,762**	**260,166**	**269,922**	**280,044**	**290,546**	**301,441**	**4,369,504**	
28,875,000	35,750,000	42,625,000	42,625,000	49,500,000	56,375,000	58,489,063	60,682,402	62,957,992	65,318,917	67,768,377	70,309,691	72,946,304	75,681,790	78,519,858	81,464,352	81,464,352	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
183,287	226,926	270,566	270,566	314,206	357,845	371,265	385,187	399,632	414,618	430,166	446,297	463,033	480,397	498,412	517,102	7,151,044	City of Celina
44,018	54,498	64,979	64,979	75,459	85,940	89,162	92,506	95,975	99,574	103,308	107,182	111,202	115,372	119,698	124,187	1,717,387	Collin County
23,452	29,036	34,620	34,620	40,204	45,788	47,505	49,286	51,134	53,052	55,041	57,106	59,247	61,469	63,774	66,165	915,005	Collin College
411,036	508,901	606,767	606,767	704,633	802,498	832,592	863,814	896,207	929,815	964,683	1,000,858	1,038,391	1,077,330	1,117,730	1,159,645	16,036,813	Celina ISD
661,792	**819,362**	**976,932**	**976,932**	**1,134,501**	**1,292,071**	**1,340,524**	**1,390,793**	**1,442,948**	**1,497,059**	**1,553,198**	**1,611,443**	**1,671,872**	**1,734,568**	**1,799,614**	**1,867,099**	**25,820,249**	
0	0	0	14,400,000	14,940,000	15,500,250	16,081,509	16,684,566	17,310,237	17,959,371	18,632,848	19,331,579	20,056,514	20,808,633	21,588,957	22,398,542	22,398,542	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
0	0	0	91,405	94,833	98,389	102,079	105,907	109,878	113,999	118,274	122,709	127,311	132,085	137,038	142,177	1,496,083	City of Celina
0	0	0	21,952	22,775	23,629	24,515	25,434	26,388	27,378	28,404	29,470	30,575	31,721	32,911	34,145	359,297	Collin County
0	0	0	11,696	12,134	12,589	13,061	13,551	14,059	14,587	15,134	15,701	16,290	16,901	17,535	18,192	191,430	Collin College
0	0	0	204,984	212,671	220,646	228,920	237,505	246,411	255,652	265,239	275,185	285,504	296,211	307,319	318,843	3,355,090	Celina ISD
0	**0**	**0**	**330,037**	**342,413**	**355,254**	**368,576**	**382,397**	**396,737**	**411,615**	**427,050**	**443,065**	**459,680**	**476,918**	**494,802**	**513,357**	**5,401,900**	
153,000,000	153,000,000	153,000,000	207,000,000	214,762,500	222,816,094	231,171,697	239,840,636	248,834,660	258,165,960	267,847,183	277,891,452	288,312,382	299,124,096	310,341,250	321,979,047	321,979,047	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Celina
233,238	233,238	233,238	315,557	327,390	339,668	352,405	365,620	379,331	393,556	408,314	423,626	439,512	455,994	473,094	490,835	7,195,442	Collin County
124,267	124,267	124,267	168,125	174,430	180,971	187,758	194,799	202,104	209,682	217,545	225,703	234,167	242,949	252,059	261,511	3,833,655	Collin College
2,177,955	2,177,955	2,177,955	2,946,645	3,057,144	3,171,787	3,290,729	3,414,131	3,542,161	3,674,992	3,812,805	3,955,785	4,104,127	4,258,032	4,417,708	4,583,372	67,190,438	Celina ISD
2,535,459	**2,535,459**	**2,535,459**	**3,430,327**	**3,558,965**	**3,692,426**	**3,830,892**	**3,974,550**	**4,123,596**	**4,278,231**	**4,438,664**	**4,605,114**	**4,777,806**	**4,956,974**	**5,142,860**	**5,335,718**	**78,219,535**	
7,374,559	**7,994,045**	**8,413,866**	**9,998,876**	**10,563,643**	**11,143,679**	**11,630,440**	**12,135,455**	**12,659,408**	**13,203,009**	**13,766,996**	**14,352,132**	**14,959,210**	**15,589,054**	**16,242,517**	**16,920,485**	**249,519,386**	
59,946,572	**67,940,617**	**76,354,483**	**86,353,359**	**96,917,002**	**108,060,680**	**119,691,120**	**131,826,575**	**144,485,983**	**157,688,993**	**171,455,988**	**185,808,120**	**200,767,330**	**216,356,384**	**232,598,901**	**249,519,386**		
																799,374,701	
2033	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**		
1,461,472	1,735,933	1,853,932	2,097,476	2,229,139	2,364,102	2,472,270	2,584,495	2,700,928	2,821,727	2,947,055	3,077,084	3,211,989	3,351,953	3,497,165	3,647,823	53,494,084	City of Celina
543,947	575,686	603,451	726,853	766,694	807,636	842,463	878,596	916,084	954,978	995,330	1,037,196	1,080,631	1,125,695	1,172,449	1,220,957	17,907,952	Collin County
289,809	306,719	321,512	387,259	408,486	430,300	448,855	468,107	488,080	508,802	530,301	552,607	575,749	599,758	624,668	650,513	9,614,208	Collin College
5,079,331	5,375,707	5,634,971	6,787,289	7,159,324	7,541,640	7,866,851	8,204,257	8,554,317	8,917,503	9,294,309	9,685,245	10,090,841	10,511,648	10,948,234	11,401,192	168,503,142	Celina ISD
7,374,559	**7,994,045**	**8,413,866**	**9,998,876**	**10,563,643**	**11,143,679**	**11,630,440**	**12,135,455**	**12,659,408**	**13,203,009**	**13,766,996**	**14,352,132**	**14,959,210**	**15,589,054**	**16,242,517**	**16,920,485**	**249,519,386**	

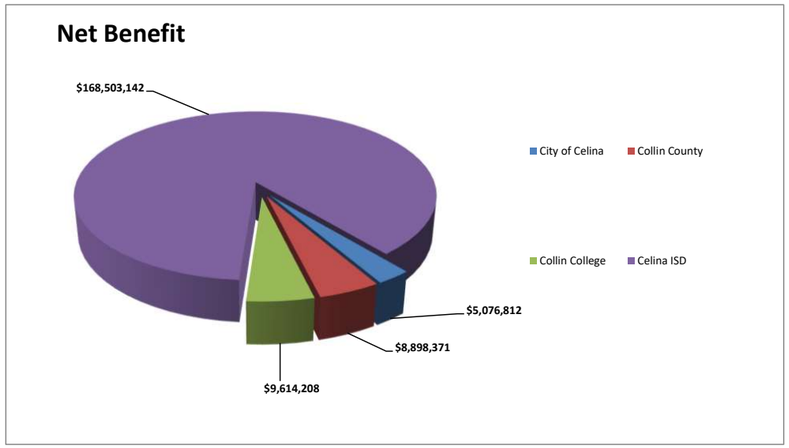
Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Financial Feasibility Analysis - Proposed Participation

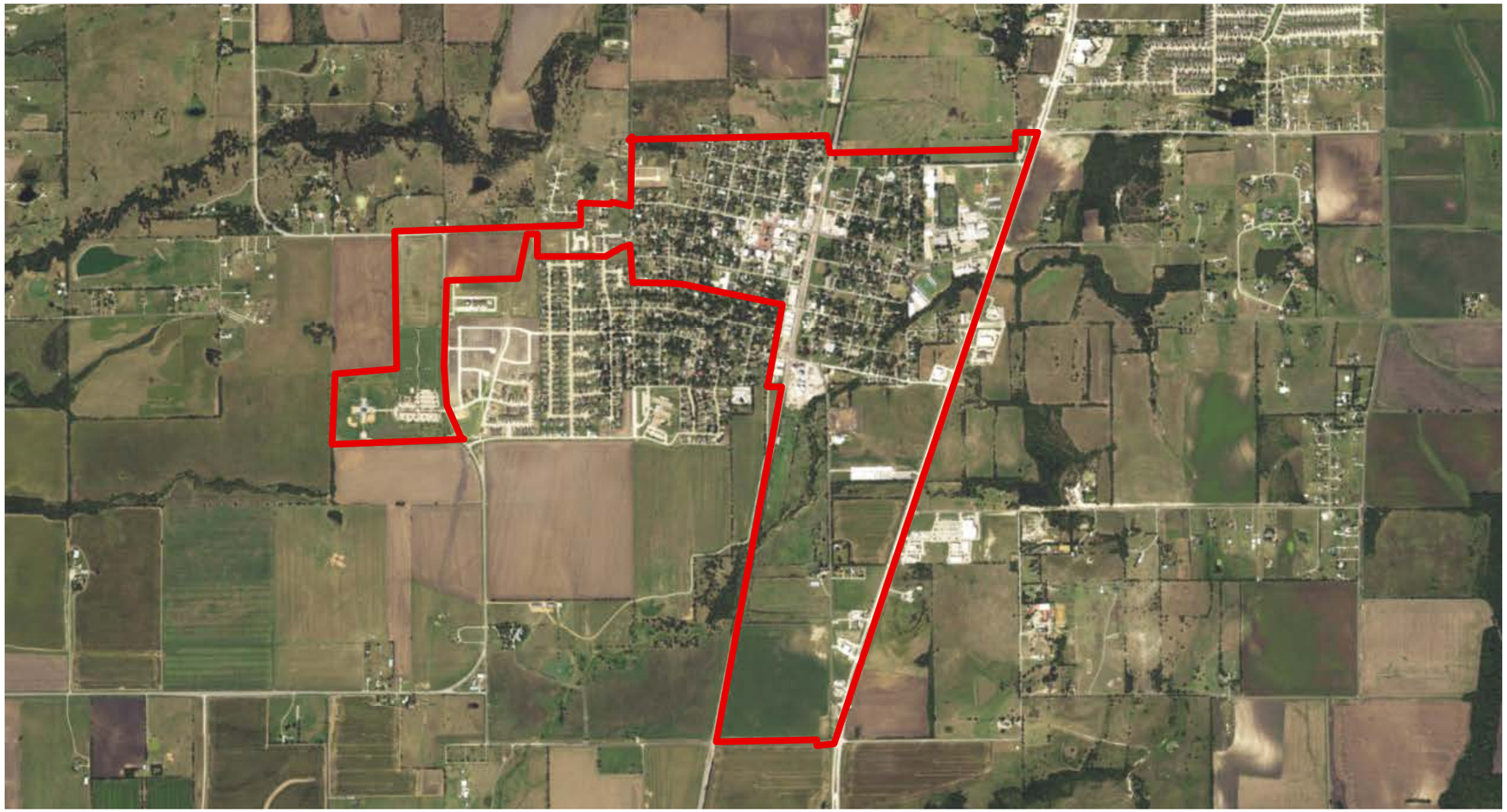
Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Celina	$53,494,084	$48,417,273	$5,076,812
Collin County	$17,907,952	$9,009,581	$8,898,371
Collin College	$9,614,208	$0	$9,614,208
Celina ISD	$168,503,142	$0	$168,503,142
Total	**$249,519,386**	**$57,426,854**	**$192,092,532**







Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)



Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #11 in Years:

The TIRZ has a 31-year term and is scheduled to end on December 31, 2048.

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

Attachment: CELINA TIRZ 11 CENTRAL Amended PFP 2022 v9 exhibit (TIRZ #11 Final Amended PFP)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Jason Laumer, City Manager
Date: December 13, 2022
Re: TIRZ #11 - Patio Project

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, approving distribution from the TIRZ Fund for the Downtown Patio Project. (TIRZ #11) (Stovall)

Background Information:

On December 12, 2017, City Council approved Ordinance No. 2017-136 establishing Tax Increment Reinvestment Zone (TIRZ) #11. City Council adopted the Downtown Master Plan on January 8, 2019, to reflect the vision of the community for Downtown Celina and to establish guidelines and considerations for the future growth of the community. On December 13, 2022, the TIRZ #11 Board approved and recommended City Council approval for the distribution from the TIRZ Fund for the Downtown Patio Project.

Board Review/Citizen Input:

TIRZ #11 Board recommends for approval.

Financial Considerations:

Budget amendment

Legal Review:

Completed

Supporting Documents:

Resolution

Staff Recommendation:

Staff recommends for approval.

Attachment: City Council Resolution Approving Distribution of TIRZ Funds for Downtown Patio Project_TIRZ No 11 (002) (002) (TIRZ #11 - Patio

RESOLUTION NO. 2022-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS APPROVING DISTRIBUTION FROM THE REINVESTMENT ZONE NUMBER 11 TIRZ FUND FOR THE DOWNTOWN PATIO PROJECT TO THE CITY COUNCIL.

WHEREAS, the Board of Directors of Reinvestment Zone Number Eleven, City of Celina, Texas, makes recommendations to the City Council for approval pursuant to Chapter 311 of the Texas Tax Code; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Eleven, City of Celina, Texas, approved and recommended to City Council distribution from the TIRZ Fund for the Downtown Patio Project; and

WHEREAS, the Downtown Patio Project will bring substantial benefits to Reinvestment Zone Number Eleven and the core of Celina, Texas; and

WHEREAS, the Downtown Patio Project includes both public and private uses that will benefit Reinvestment Zone Number Eleven; and

WHEREAS, the Amended Final Project and Finance Plan allocates project costs in categories consistent with Chapter 311 of the Tax Code, including the making of Economic Development Grants; and

WHEREAS, an ***Amended Final Project and Finance Plan*** has been approved by the TIRZ Board, and the allocation of funds from the Economic Development Grants category, attached as the "Project Costs of the Zone" attached as **Exhibit A**, will benefit the Downtown Patio Project and Reinvestment Zone Number Eleven; and

WHEREAS, the City Council is authorized to approve disbursements from the TIRZ Fund per Chapter 311 of the Tax Code.

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

SECTION 1. The City Council hereby authorizes disbursement from the TIRZ Fund an amount of $185,434 annually for the next three years with a total not to exceed of $556,302.

SECTION 2. This Resolution shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 13TH DAY OF DECEMBER 2022.

APPROVED:

_____

Sean Terry, MAYOR

ATTEST:

_____

Lauren Field, CITY SECRETARY

Attachment: City Council Resolution Approving Distribution of TIRZ Funds for Downtown Patio Project_TIRZ No 11 (002) (002) (TIRZ #11 - Patio

Attachment: City Council Resolution Approving Distribution of TIRZ Funds for Downtown Patio Project_TIRZ No 11 (002) (002) (TIRZ #11 - Patio

Exhibit A
Project Costs of the Zone

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #11 that will be financed by in part by incremental real property tax and incremental sales tax generated within the TIRZ.

Proposed Project Costs			
Water Facilities and Improvements	$	4,307,014	7.5%
Sanitary Sewer Facilities and Improvements	$	5,742,685	10.0%
Storm Water Facilities and Improvements	$	5,742,685	10.0%
Street and Intersection Improvements	$	11,485,371	20.0%
Open Space, Park and Recreation Facilities and Improvements	$	5,742,685	10.0%
Economic Development Grants	$	11,485,371	20.0%
Government Facilities and Improvements	$	11,485,371	20.0%
Administrative Costs	$	1,435,671	2.5%
	$	57,426,854	100.0%

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

Non-Project Costs

It is anticipated that additional costs will be expended by the private sector as new development occurs. The estimated non-project costs are $277,775,000 per the Anticipated Development Assumptions.

Fire Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Mark Metdker, Public Safety Director
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	This is our annual Interlocal Cooperation Agreement for Fire and EMS with Denton County.

Action Requested:
Consider and act upon an Interlocal Agreement between the City of Celina and Denton County for Fire and Emergency Medical Services. (Metdker)

Background Information:
This is an annual occurrence.

Supporting Documents:
ILA Fire Protection Services
ILA Ambulance Services

Staff Recommendation:
Staff recommends approval

THE COUNTY OF DENTON §
§ **CITY OF CELINA**
§ **FIRE DEPARTMENT**
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2022, is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the City of Celina Fire Department ("the **AGENCY**").

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the City of Celina; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2022, and ending September 30, 2023.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the City of Celina in circumstances of emergency, but which services will now be extended to all citizens of the

Attachment: 2022-2023 Celina Fire (Fire/EMS ILA with Denton County)

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.

B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as *"**Celina**"* as set out in Exhibit "A".

C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).

D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.

E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.

F. The **AGENCY,** in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY,** except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

Attachment: 2022-2023 Celina Fire (Fire/EMS ILA with Denton County)

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.
PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.
COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **$10,000.00,** payable upon execution of this Agreement, and further agrees to pay the sum of **$650.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2022, to September 30, 2023. The **COUNTY** anticipates the **AGENCY** to run approximately **0** fire call for a total funding of **$0.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **$10,000.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

Attachment: 2022-2023 Celina Fire (Fire/EMS ILA with Denton County)

VI.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Attachment: 2022-2023 Celina Fire (Fire/EMS ILA with Denton County)

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY,** nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

Attachment: 2022-2023 Celina Fire (Fire/EMS ILA with Denton County)

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

By _____
Andy Eads
Denton County Judge

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

By _____
Name _____
Celina Fire Chief

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Agreement.

_____
Denton County Auditor

Attachment: 2022-2023 Celina Fire (Fire/EMS ILA with Denton County)

THE COUNTY OF DENTON §
§ **CITY OF CELINA**
§ **AMBULANCE SERVICES**
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2022, is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the City of Celina, Texas ("the **AGENCY**").

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the City of Celina; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY;** and

WHEREAS, the **COUNTY** desires to enter into an exclusive agreement with the **AGENCY** to provide efficient emergency ambulance service; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

Attachment: 2022-2023 Celina Ambulance (Fire/EMS ILA with Denton County)

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY,** in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2022, and ending on September 30, 2023.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:

1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or

2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.

B. “Rural area” means any area within the boundaries of the **COUNTY,** but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.

C. “Urban area” means any area within the corporate limits of an incorporated city, town or village within the **COUNTY.**

D. “Emergency ambulance call” means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

Attachment: 2022-2023 Celina Ambulance (Fire/EMS ILA with Denton County)

III.
SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of City of Celina in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.
PERFORMANCE OF SERVICES

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY.**

Attachment: 2022-2023 Celina Ambulance (Fire/EMS ILA with Denton County)

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of $2,806.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4677 per capita; said sum computes to $650.10.

2. A fixed sum of $249.7469 per ambulance transport for an estimated maximum amount of $0.00. Said sum is based upon 0 transports made by **AGENCY** in fiscal year 2022.

2. A fixed sum based on 2.89 rural miles in the agreed operating territory; said sum computes to $2.156.03.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an "ambulance call" for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Each emergency transport made shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY.** It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. A list of emergency transports shall be submitted monthly by the **AGENCY**. Emergency transport forms not timely submitted shall not be considered for payment. Completed emergency transport forms may be submitted by personal delivery, U.S. Mail, facsimile or email to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY,** upon request by the **COUNTY**.

Attachment: 2022-2023 Celina Ambulance (Fire/EMS ILA with Denton County)

VII.
RESPONSIBILITY OF THE COUNTY

The **COUNTY,** to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Attachment: 2022-2023 Celina Ambulance (Fire/EMS ILA with Denton County)

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions of this Agreement shall remain valid and in full force and effect to the fullest extent possible.

XVI.
AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties**.**

Attachment: 2022-2023 Celina Ambulance (Fire/EMS ILA with Denton County)

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

By:_____
Andy Eads
Denton County Judge

AGENCY:

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

By:_____
Name _____
Title _____

ATTEST:

By:_____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Agreement.

_____
Denton County Auditor

Attachment: 2022-2023 Celina Ambulance (Fire/EMS ILA with Denton County)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Cody Webb, Director of Parks and Recreation
Date:	December 13, 2022
Re:	Choate Median Landscape Improvements

Action Requested:

Consider and act to authorize an agreement for engineering services for the design of Choate Median Landscape and Lighting Improvements with Pacheco Koch in an amount not to exceed $53,600.00. (Berry)

Background Information:
Services include a Landscape Architecture Design that consists of hard and soft surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include providing base for one entry feature sign/monument, stained, stamped concrete at the nose of median islands, conduits for street light fixtures, mow curbs, landscape plantings, and irrigation. The agreement including the fee schedule and timeline are attached.

The timeline is twenty-three (23) weeks for design.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:
Council may reject the authorization and direct staff.

Financial Considerations:
Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Work Authorization

Staff Recommendation:

Authorize Work Authorization

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** May 8, 2018

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Pacheco Koch Consulting Engineers, LLC (Successor-in-interest to Pacheco Koch Consulting Engineers, Inc.)		
Consultant Project #:	0100, Work Authorization 33		
Project Name:	Choate Median Landscape Improvements		
Purchase Order#		**Project #(s)**	

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, 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 Master Agreement for Professional Services (MAPS). 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 and Signed Work Order.
5. **Other:**

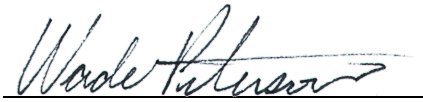
CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Insert HERE or attach as Exhibit A**
2. **Compensation:** **Insert HERE or attach as Exhibit B**
3. **Timeline:** **Insert HERE or attach as Exhibit C**

Attachment: 2022-11-28_City of Celina Work Authorization No. 33 (Revised) (Choate Median Landscape Improvements)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
	
	Signature
	Wade C. Peterson, PLA, LEED®AP, Regional Lead, Landscape Architecture & Planning
Printed Name & Title	Printed Name & Title
	11/28/2022
Date	Date

Attachment: 2022-11-28_City of Celina Work Authorization No. 33 (Revised) (Choate Median Landscape Improvements)

EXHIBIT A to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, LLC, (CONSULTANT) for Consulting Services

Attachment: 2022-11-28_City of Celina Work Authorization No. 33 (Revised) (Choate Median Landscape Improvements)

EXHIBIT 'A' – SCOPE OF SERVICES

CHOATE MEDIAN LANDSCAPE IMPROVEMENTS (CELINA, TEXAS)

PROJECT DESCRIPTION:

The project consists of landscape architecture and irrigation services for the Choate median, south of East Outer Loop in the City of Celina, Texas. (PROJECT).

BASIC SERVICES:

FULL LANDSCAPE ARCHITECTURE PLAN SERVICES: Pacheco Koch will provide a Landscape Architecture Design services that consists of hard and soft surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include providing base for one entry feature sign/monument, stained, stamped concrete at the nose of median islands, conduits for street light fixtures, mow curbs, landscape plantings, and irrigation.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Up to three (3) team design meetings to coordinate ground plane design elements.
- Concept Design: Concept options as submitted for client review and coordination on October 17, 2022. Following a presentation of the concepts, Client comments will be incorporated into the Schematic Design.
- Schematic Design: One (1) schematic option submitted for client review and coordination. One (1) board depicting critical sections, elevations or three dimensional aspects of the design necessary to demonstrate design intent. Following team review, one (1) revision of the Schematic Design to incorporate client comments. An opinion of probable construction cost will be provided. Deliverable: 30% Construction Document Plans.
- Design Development: One (1) image board depicting proposed materials and design theme options. Plans to include one (1) Layout Plan depicting horizontal alignment of hard surface elements and lighting, one (1) Grading and Drainage Plan depicting direction and location of site drainage for exterior spaces outside of the parking lots and vehicular circulation, including existing and proposed spot grades with one foot contours for all courtyards and pedestrian spaces, one (1) Planting Plan for site plan approvals, one (1) Irrigation Plan, and Site Detail Plans depicting elevations and sections of key elements prepared as a part of this item. An opinion of probable construction cost will be provided. Deliverable: 50% Construction Documents Plans.

- Construction Documents: Plans to include layout, grading, planting, irrigation and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans. Deliverable: 90%, 100% Construction Document Plans.

Not included in this item:

- Way-finding signage on buildings or for vehicular circulation. Retaining wall design for walls over 36" in total height, or with surcharges.
- Vehicular pavement design and grading. Paving enhancement design for vehicular areas, if any, will be provided to the civil engineer in the design development phase for incorporation into the vehicular paving plans.
- Fountain, pond or specialty water feature design. If one of these should be requested, it can be provided as an additional service.
- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.
- LEED pursuit.
- Green roofs or terraces over structure.

LANDSCAPE ARCHITECTURE BID PHASE SERVICES: During the Bid Phase, Pacheco Koch will be available to provide coordination as required with prospective bidders.

LANDSCAPE CONSTRUCTION ADMINISTRATION: Pacheco Koch will provide limited Bid and Construction Administration services related to the work shown on the Landscape Architecture Plans.

A representative will process shop drawings and product submittals, respond to RFIs, and issue supplemental instructions if required related to the work shown on the Landscape Architecture, Planting and/or Irrigation Plans provided by Pacheco Koch. Submittals not required by the contract documents or not related to plans developed by the landscape architect will not be reviewed.

At the Client's request, a representative will attend up to five (5) Owner/Architect/Contractor (OAC) project coordination meetings during construction.

At the request of the Owner, Pacheco Koch will visit the site at critical junctures during the course of site construction up to five (5) times. Recommended times for site visits could include:

- Paving mockups and site formwork/reinforcing.
- Testing of the irrigation main line and landscape drainage structures.
- Upon completion of soil preparation and finish grade, after plant material has been laid out, but prior to actual planting.
- Substantial Completion Walk-Through.
- Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection.

Attachment: 2022-11-28_City of Celina Work Authorization No. 33 (Revised) (Choate Median Landscape Improvements)

Please note the following:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Pacheco Koch's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Pacheco Koch has been informed in writing.

ROADWAY ILLUMINATION DESIGN SERVICES: Pacheco Koch will provide engineering design services for roadway illumination in accordance with requirement of the Approving Agency and NEC standards. [NOTE: For purposes of this proposal, the Approving Agency refers to City of Celina.]

Included in this item:

- Site visit to the site to document any existing equipment and locate possible power service locations.
- Coordination with local electric service provider to obtain transformer location for proposed lighting system and any clearance requirements for any transmission lines along the corridor, as needed.
- Perform a photometric analysis for the roadway utilizing AGi32, or similar, software. The Agency standard 30' pole height (or other approved height) will be utilized along with the fixture type to determine the optimal spacing and light wattage (if it has not been predetermined by the Approving Agency). As needed, the pole spacing and lamp wattage will be varied until a design is found that will meet the current lighting guidelines. Lighting guidelines will follow AASHTO standards and/or the standards of the Approving Agency. Photometric analysis tables and proposed pole location will be provided for the Approving Agency to review and accept before designs progress. The pole locations determined from the analysis results will be exported into AutoCAD.
- The agency standard illumination foundation design will be used. Custom foundation designs will be additional fees.
- As needed, develop a set of roadway illumination construction plans for the subject corridor. The plan set may include:
  - The type, location, and quantity summary of the illumination poles and heads, conduit, ground boxes, power sources with distribution to luminaires, conduit and cable chart, pole summary chart, and all other items required for the complete construction of the luminaires.
  - Approving agency/TxDOT standard sheets.

Attachment: 2022-11-28_City of Celina Work Authorization No. 33 (Revised) (Choate Median Landscape Improvements)

  - Bid documents (provided upon request for additional fee)
- Submittals to the Approving Agency include:
  - Preliminary plan set (as needed)
  - Preliminary plan set with revisions (as needed)
  - Final plan set

Not included in this item:
- Roundabout lighting and analysis
- Signal Design
- Sign design and pavement marking

END OF EXHIBIT 'A'

Attachment: 2022-11-28_City of Celina Work Authorization No. 33 (Revised) (Choate Median Landscape Improvements)

EXHIBIT B to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, LLC, (CONSULTANT) for Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

CHOATE MEDIAN LANDSCAPE IMPROVEMENTS (CELINA, TEXAS)

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of $48,860.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services	
A. Full Landscape Architecture Plan Services	$30,000.00
B. Bid Phase Services	$2,000.00
C. Construction Administration	$5,000.00
D. Roadway Illumination Design Services	$11,860.00
TOTAL	**$ 48,860.00**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'

Attachment: 2022-11-28_City of Celina Work Authorization No. 33 (Revised) (Choate Median Landscape Improvements)

EXHIBIT C to Agreement between the City of Celina, Texas ("Client") and Pacheco Koch Consulting Engineers, LLC, ("Pacheco Koch") for Consulting Services

EXHIBIT 'C' – SCHEDULE

CHOATE MEDIAN LANDSCAPE IMPROVEMENTS (CELINA, TEXAS)

Activity	Estimated Duration (weeks)	Estimated Completion After N.T.P.
Notice-To-Proceed		-
Conceptual Design Submittal (30%)	4	4 Weeks
Preliminary Client Review	2	6 Weeks
Preliminary Design Submittal (60%)	6	12 Weeks
Preliminary Client Review Complete	2	14 Weeks
Final Design Submittal (90%)	4	18 Weeks
Final Client Review Complete	2	20 Weeks
Final Plans Complete (100%)	3	23 Weeks
Receive Bids	4	27 Weeks
Contract Award	4	31 Weeks
Begin Construction	2	33 Weeks
Complete Construction	30	63 Weeks
Record Drawings	2	65 Weeks

Pacheco Koch is not responsible for delays beyond its control.

END OF EXHIBIT 'C'

Attachment: 2022-11-28_City of Celina Work Authorization No. 33 (Revised) (Choate Median Landscape Improvements)

Choate Median Landscape Improvements

PRELIMINARY OPINION OF
PROBABLE CONSTRUCTION COST

Client Name: City of Celina, Texas

PK No.: P0041723.00
Date: 11/28/2022

ITEM		Description	Units	Estimated Quantity	Unit Cost	Total Cost
MISCELLANEOUS CONSTRUCTION						
1		Mobilization	LS	1	$ 50,000.00	$ 50,000.00
2		Demolition / Site Clearing	SF	90,000	$ 0.20	$ 18,000.00
3		Minor traffic control and erosion control	LS	1	$ 12,000.00	$ 12,000.00
		MISC TOTAL COSTS				$ 80,000.00
Stamped Concrete with Integral Color Option at Island Nosing						
1		Treated Subgrade - Misc.	SF	1,300	$ 5.00	$ 6,500.00
2		Stamped Concrete with Stain	SF	1,300	$ 16.00	$ 20,800.00
		Stamped Conc at Median Nosing - TOTAL COSTS				$ 27,300.00
HARDSCAPE AT MEDIAN						
1		12" Concrete mow strip	LF	2,125	$ 18.00	$ 38,250.00
2		Steel edging	LF	430	$ 5.00	$ 2,150.00
3		Filter fabric Liner	SF	41,215	$ 1.00	$ 41,215.00
4		2-4" Colorado River Rock Cobble - 6" Depth	SF	41,215	$ 6.00	$ 247,290.00
		HARDSCAPE AT MEDIAN TOTAL COSTS				$ 328,905.00
LANDSCAPE AT MEDIAN						
1		Buffalograss (or Native Sun Turfgrass 5-8" if left unmowed) (sod)	SF	24,610	$ 3.00	$ 73,830.00
2		Shade Trees (@ 40' o.c.) (4")	EA	12	$ 750.00	$ 9,000.00
3		Ornamental Trees (@ 25' o.c.) (65 gal)	EA	13	$ 550.00	$ 7,150.00
4		Shrubs / Ornamental Grasses (5 gal. @ 3' o.c.)	EA	2,125	$ 25.00	$ 53,125.00
5		Perrennials / Groundcover (1 gal. @ 18" o.c.)	EA	12,750	$ 11.00	$ 140,250.00
6		Bed Prep / Mulch	SF	48,300	$ 1.50	$ 72,450.00
		LANDSCAPE AT MEDIAN TOTAL COSTS				$ 355,805.00
IRRIGATION AT MEDIAN						
1		Drip Irrigation	SF	23,375	$ 2.00	$ 46,750.00
2		Tree Bubblers	EA	25	$ 75.00	$ 1,875.00
3		Bore and Sleeving	LF	200	$ 25.00	$ 5,000.00
4		Temp Irrigation for Buffalo Sod	SF	24,610	$ 0.30	$ 7,383.00
5		Meter, tap, controller, backflow	LS	1	$ 9,000.00	$ 9,000.00
		IRRIGATION AT MEDIAN TOTAL COSTS				$ 70,008.00
LIGHTING AT MEDIAN						
1		Drill Shaft (RDWY ILL Pole) (30 in)	LF	88	$ 250.00	$ 22,000.00
2		IN RD IL (TY SA) 30T-8-8 (250W EQ) LED	EA	11	$ 4,750.00	$ 52,250.00
3		Condt(PVC) (SCH 40) (2")	LF	1,800	$ 20.00	$ 36,000.00
4		Condt (PVC) (SCH 40) (2") (Bore)	LF	150	$ 30.00	$ 4,500.00
5		Elec Condr (NO.12) Bare	LF	1,950	$ 1.75	$ 3,412.50
6		Elec Condr (NO.12) Insulated	LF	3,900	$ 2.00	$ 7,800.00
7		Ground Box TY A (122311)W/Apron	EA	5	$ 1,750.00	$ 8,750.00
8		ELC SRV TY A 240/480 060(NS)SS(E)PS(U)	EA	1	$ 9,000.00	$ 9,000.00
		LIGHTING AT MEDIAN TOTAL COST				$ 143,712.50
		SUB-TOTALS				$ 1,005,730.50
		15% CONTINGENCY				$ 150,000.00
		GRAND TOTAL				$ 1,155,730.50

Assumptions:

1 OPCC based off of aerial information

Attachment: 2022-11-28_City of Celina Work Authorization No. 33 (Revised) (Choate Median Landscape Improvements)

EXHIBIT "C" - MANHOUR PROJECTION

ESTIMATE OF PROJECTED MAN HOUR/COSTS
Choate Median Landscape Improvements

Pacheco Koch - Westwood
City of Celina
November 28, 2022

1. BASIC SERVICES

A. Project Management	Principal Rate $245.00 Hrs.	Principal Cost	Sr. PM Rate $170.00 Hrs.	Sr. PM Cost	Project Landscape Architect Rate $125.00 Hrs.	Project Landscape Architect Cost	CADD Tech. Rate $85.00 Hrs.	CADD Tech. Cost	Admin. Asst. Rate $75.00 Hrs.	Admin. Asst. Cost	TOTAL Hrs.	TOTAL Cost
Kick-off Meeting	1.0	$ 245.00	1.0	$ 170.00	1.0	$ 125.00		$ -	1.0	$ 75.00	4.0	$ 615.00
Conceptual Design Review Meeting		$ -	2.0	$ 340.00	2.0	$ 250.00		$ -	0.0	$ -	4.0	$ 590.00
Preliminary Design Review Meeting		$ -	2.0	$ 340.00	2.0	$ 250.00		$ -	0.0	$ -	4.0	$ 590.00
Final Design Review Meeting	1.0	$ 245.00	2.0	$ 340.00	2.0	$ 250.00		$ -	0.0	$ -	5.0	$ 835.00
Constructibility Review Meeting		$ -	2.0	$ 340.00	2.0	$ 250.00		$ -	0.0	$ -	4.0	$ 590.00
Preparation of Monthly Progress Reports & Invoices	1.0	$ 245.00	8.0	$ 1,360.00	0.0	$ -			8.0	$ 600.00	17.0	$ 2,205.00
Subtotal	3.0	$ 735.00	17.0	$ 2,890.00	9.0	$ 1,125.00	0.0	$ -	9.0	$ 675.00	38.0	**$ 5,425.00**

B. Conceptual Design ~ 30% Submittal	Principal Rate $245.00 Hrs.	Principal Cost	Sr. PM Rate $170.00 Hrs.	Sr. PM Cost	Project Engineer II /Landscape Architect Rate $125.00 Hrs.	Project Engineer II /Landscape Architect Cost	CADD Tech. Rate $85.00 Hrs.	CADD Tech. Cost	Admin. Asst. Rate $75.00 Hrs.	Admin. Asst. Cost	TOTAL Hrs.	TOTAL Cost
Prepare Cover Sheet		$ -		$ -	2.0	$ 250.00		$ -		$ -	2.0	$ 250.00
Prepare Spec Sheet		$ -		$ -	1.0	$ 125.00		$ -		$ -	1.0	$ 125.00
Prepare General Notes Sheets		$ -		$ -	1.0	$ 125.00		$ -		$ -	1.0	$ 125.00
Prepare Layout and Details		$ -		$ -	24.8	$ 3,100.00	5.0	$ 425.00		$ -	29.8	$ 3,525.00
Prepare Planting Plan and Details		$ -		$ -	20.0	$ 2,500.00	5.0	$ 425.00		$ -	25.0	$ 2,925.00
Prepare Opinion of Probable Construction Cost	1.0	$ 245.00	2.0	$ 340.00	2.0	$ 250.00		$ -		$ -	5.0	$ 835.00
QA/QC Check	1.0	$ 245.00	1.0	$ 170.00	1.0	$ 125.00		$ -		$ -	3.0	$ 540.00
Subtotal	2.0	$ 490.00	3.0	$ 510.00	51.8	$ 6,475.00	10.0	$ 850.00	0.0	$ -	66.8	**$ 8,325.00**

C. Preliminary Construction Plans ~ 60% Submittal	Principal Rate $245.00 Hrs.	Principal Cost	Sr. PM Rate $170.00 Hrs.	Sr. PM Cost	Project Engineer II /Landscape Architect Rate $125.00 Hrs.	Project Engineer II /Landscape Architect Cost	CADD Tech. Rate $85.00 Hrs.	CADD Tech. Cost	Admin. Asst. Rate $75.00 Hrs.	Admin. Asst. Cost	TOTAL Hrs.	TOTAL Cost
Revise Cover Sheets		$ -		$ -	1.0	$ 125.00	1.0	$ 85.00		$ -	2.0	$ 210.00
Prepare Spec Sheet		$ -		$ -	1.0	$ 125.00		$ -		$ -	1.0	$ 125.00
Revise General Notes Sheets		$ -		$ -	3.0	$ 375.00	3.0	$ 255.00		$ -	6.0	$ 630.00
Revise Layout and Details		$ -		$ -	8.0	$ 1,000.00	4.0	$ 340.00		$ -	12.0	$ 1,340.00
Revise Planting Plan and Details		$ -		$ -	12.0	$ 1,500.00	7.0	$ 595.00		$ -	19.0	$ 2,095.00
Revise Irrigation Plan and Details		$ -		$ -	4.0	$ 500.00	4.0	$ 340.00		$ -	8.0	$ 840.00
Revise Opinion of Probable Construction Cost	1.0	$ 245.00	3.0	$ 510.00	2.0	$ 250.00		$ -		$ -	6.0	$ 1,005.00
QA/QC Check	1.0	$ 245.00	2.0	$ 340.00	2.0	$ 250.00	1.0	$ 85.00		$ -	6.0	$ 920.00
Subtotal	2.0	$ 490.00	5.0	$ 850.00	33.0	$ 4,125.00	20.0	$ 1,700.00	0.0	$ -	60.0	**$ 7,165.00**

D. Final Construction Plans ~ 90/100% Submittal	Principal Rate $245.00 Hrs.	Principal Cost	Sr. PM Rate $170.00 Hrs.	Sr. PM Cost	Project Engineer II /Landscape Architect Rate $125.00 Hrs.	Project Engineer II /Landscape Architect Cost	CADD Tech. Rate $85.00 Hrs.	CADD Tech. Cost	Admin. Asst. Rate $75.00 Hrs.	Admin. Asst. Cost	TOTAL Hrs.	TOTAL Cost
Revise Cover Sheets		$ -		$ -	1.0	$ 125.00	1.0	$ 85.00		$ -	2.0	$ 210.00
Prepare Spec Sheet		$ -	3.0	$ 510.00	1.0	$ 125.00		$ -		$ -	4.0	$ 635.00
Revise General Notes Sheets		$ -		$ -	3.0	$ 375.00	3.0	$ 255.00		$ -	6.0	$ 630.00
Revise Layout and Details		$ -		$ -	8.0	$ 1,000.00	4.0	$ 340.00		$ -	12.0	$ 1,340.00
Revise Planting Plan and Details		$ -		$ -	16.0	$ 2,000.00	7.0	$ 595.00		$ -	23.0	$ 2,595.00
Revise Irrigation Plan and Details		$ -		$ -	8.0	$ 1,000.00	4.0	$ 340.00		$ -	12.0	$ 1,340.00
Revise Opinion of Probable Construction Cost	2.0	$ 490.00	1.0	$ 170.00	2.0	$ 250.00		$ -		$ -	5.0	$ 910.00
QA/QC Check	2.0	$ 490.00	2.0	$ 340.00	2.0	$ 250.00	4.0	$ 340.00		$ -	10.0	$ 1,420.00
Subtotal	4.0	$ 980.00	6.0	$ 1,020.00	41.0	$ 5,125.00	23.0	$ 1,955.00	0.0	$ -	74.0	**$ 9,080.00**

E. LIGHTING DESIGN	Principal Rate $245.00 Hrs.	Principal Cost	Sr. PM Rate $220.00 Hrs.	Sr. PM Cost	Project Manager Rate $190.00 Hrs.	Project Manager Cost	Project Engineer Rate $155.00 Hrs.	Project Engineer Cost	Admin. Asst. Rate $75.00 Hrs.	Admin. Asst. Cost	TOTAL Hrs.	TOTAL Cost
Field Visit		$ -		$ -		$ -	6.0	$ 930.00		$ -	6.0	$ 930.00
Agi Analysis and coordination with City/Electrical		$ -		$ -	2.0	$ 380.00	8.0	$ 1,240.00		$ -	10.0	$ 1,620.00
Setup Sheets		$ -		$ -	1.0	$ 190.00	2.0	$ 305.00		$ -	3.0	$ 495.00
60% (with OPCC)		$ -	1.0	$ 220.00	4.0	$ 760.00	12.0	$ 1,860.00		$ -	17.0	$ 2,840.00
90%/100% (with OPCC)		$ -	1.0	$ 220.00	4.0	$ 760.00	12.0	$ 1,860.00		$ -	17.0	$ 2,840.00
Bid Documentation		$ -	2.0	$ 440.00	2.0	$ 380.00	4.0	$ 620.00		$ -	8.0	$ 1,440.00
Construction Services (RFIS and Record Drawings)		$ -	2.0	$ 440.00	2.0	$ 380.00	4.0	$ 620.00		$ -	8.0	$ 1,440.00
Subtotal	0.0	$ -	6.0	$ 1,320.00	15.0	$ 2,850.00	48.0	$ 7,435.00	0.0	$ -	69.0	**$ 11,605.00**

E. Bid Phase Services	Principal Rate $245.00 Hrs.	Principal Cost	Sr. PM Rate $170.00 Hrs.	Sr. PM Cost	Project Engineer II /Landscape Architect Rate $125.00 Hrs.	Project Engineer II /Landscape Architect Cost	CADD Tech. Rate $85.00 Hrs.	CADD Tech. Cost	Admin. Asst. Rate $75.00 Hrs.	Admin. Asst. Cost	TOTAL Hrs.	TOTAL Cost
Prebid Meeting	1.0	$ 245.00	1.0	$ 170.00	0.0	$ -		$ -		$ -	2.0	$ 415.00
Addendums and Clarifications	1.0	$ 245.00	1.0	$ 170.00	6.0	$ 750.00		$ -		$ -	8.0	$ 1,165.00
Conformed Construction Documents		$ -	1.0	$ 170.00	2.0	$ 250.00		$ -		$ -	3.0	$ 420.00
Subtotal	2.0	$ 490.00	3.0	$ 510.00	8.0	$ 1,000.00	0.0	$ -	0.0	$ -	13.0	**$ 2,000.00**

F. Construction Administration	Principal Rate $245.00 Hrs.	Principal Cost	Sr. PM Rate $170.00 Hrs.	Sr. PM Cost	Project Engineer II /Landscape Architect Rate $125.00 Hrs.	Project Engineer II /Landscape Architect Cost	CADD Tech. Rate $85.00 Hrs.	CADD Tech. Cost	Admin. Asst. Rate $75.00 Hrs.	Admin. Asst. Cost	TOTAL Hrs.	TOTAL Cost
Preconstruction Conference	2.0	$ 490.00	2.0	$ 340.00	2.0	$ 250.00		$ -		$ -	6.0	$ 1,080.00
Contractor Submittals and Materials Testing Review	2.0	$ 490.00	6.0	$ 1,020.00	4.7	$ 590.00		$ -		$ -	12.7	$ 2,100.00
Record Drawings	1.0	$ 245.00	2.0	$ 340.00	7.5	$ 937.50	3.5	$ 297.50		$ -	14.0	$ 1,820.00
Subtotal	5.0	$ 1,225.00	10.0	$ 1,700.00	14.2	$ 1,777.50	3.5	$ 297.50	0.0	$ -	32.7	**$ 5,000.00**

B. Reimbursables	TOTAL
Miscellaneous reimbursables: mileage, reprographics, TAS as required	$ 5,000.00
Subtotal	**$ 5,000.00**

TOTAL DESIGN COST $ 53,600.00

Attachment: 2022-11-28_City of Celina Work Authorization No. 33 (Revised) (Choate Median Landscape Improvements)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kim Brawner, Assistant City Manager
Date:	December 13, 2022
Re:	Parvin Road Asphalt Improvements Escrow Agreement (Glasgow)

Action Requested:

Consider and act to authorize the City Manager to execute an Escrow Agreement by and between Tellus Texas, LLC ("Tellus") and the City of Celina ("Celina") for asphalt improvements on Parvin Road from Bothwell Boulevard to Legacy Drive. (Glasgow)

Background Information:

Tellus is the owner of approximately 434.105 acres of land, more or less, situated in the City, that is under development as the Mosiac subdivision. Tellus has agreed to escrow funds or cause the escrow of funds for Celina's construction of a portion of Parvin Road and Old Parvin Road using asphalt and all work related thereto. Tellus will deposit or cause a deposit to escrow funds as contribution to the City's construction of the Improvements, which will benefit its Property, in the amount of $795,851.00 (the "Escrow Funds"), which Escrow Funds are to be deposited with, held and used by Celina in accordance with the terms and conditions of the agreement. Tellus shall continue to have the obligations to construct future concrete roadway improvements under that certain development agreement between Celina and Tellus dated effective as of June 8, 2021, recorded as Document No. 130140 in the Official Records of Denton County, Texas.

Financial Consideration:

This agreement is for a lump sum of $795,851.00 and will be deposited with and held by the City.

Legal Review:

The Agreement has been reviewed by Attorneys of interested parties.

Staff Recommendation:

Staff recommends approval.

Attachment: Road Improvements Escrow Agreement - Tellus - Parvin Road - v7 final clean reflecting Tellus edits 11.07.2022 (002) (Parvin Road

ROAD IMPROVEMENTS ESCROW AGREEMENT

THIS ROAD DEVELOPMENT AND ESCROW AGREEMENT (this "**Agreement**") is executed as of November 7, 2022 (the "**Effective Date**"), by and among TELLUS TEXAS I, LLC, a Texas limited liability company ("**Tellus**") and THE CITY OF CELINA ("**Celina**" or "**City**"). Tellus and Celina are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Tellus is the owner of approximately 434.105 acres of land, more or less, situated in the City, as more particularly described on **Exhibit "A"** attached hereto and incorporated for all purposes herein (the "**Property**").

B. Tellus has agreed to escrow funds or cause the escrow of funds for Celina's construction of a portion of Parvin Road and Old Parvin Road using asphalt and all work related thereto for the benefit of the Property, to be located as depicted herein as **Exhibit "B"** attached hereto and incorporated herein for all purposes (the "**Improvements**").

C. Tellus will deposit or cause a deposit to escrow funds as contribution to the City's construction of the Improvements, which will benefit its Property, in the amount of $795,851.00 (the "**Escrow Funds**"), which Escrow Funds are to be deposited with, held and used by Celina in accordance with the terms and conditions hereof.

D. Notwithstanding this Agreement, Tellus shall continue to have the obligations to construct future concrete roadway improvements under that certain development agreement between Celina and Tellus dated effective as of June 8, 2021, recorded as Document No. 130140 in the Official Records of Denton County, Texas.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the Parties set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Recitals**. The Recitals above are hereby incorporated into the body of this Agreement.

2. **Plans and Specifications**. At such time as Celina is prepared to proceed with the construction of the Improvements, Celina shall be solely responsible for preparing plans and specifications for the Improvements.

3. **Delivery of Funds**. Upon execution of a Purchase and Sale Agreement ("PSA") by and between Tellus and Prosper Independent School District ("PISD"), Tellus will inform Celina and specify a date by which the Escrow Funds shall be delivered to Celina, with such date to be no later than January 31, 2023 ("Escrow Funds Outside Date"). If the PSA is terminated by PISD prior to the Escrow Funds Outside Date, then Tellus will have the option of either providing the Escrow Funds on or before the Escrow Funds Outside Date, or terminate this Agreement. If the PSA is extended, then the Escrow Funds Outside Date will be extended to the date that is one (1) day after the new PISD Closing Date as defined in the PSA as amended, unless PISD fails to close after such extension has been executed, in which case Tellus may terminate this Agreement. Once the Escrow Funds are received by Celina, Celina shall thereafter hold the Escrow Funds under the terms of this Agreement and use the Escrow Funds in accordance with the provisions hereof.

4. **Investment of Escrow Funds**. Upon its receipt of the Escrow Funds, Celina will deposit the Escrow Funds into an interest-bearing account maintained by Celina and track the Escrow Funds as a separate line item in Celina's books in accordance with the Governmental Accounting Standards Board (the "**Escrow Account**"). All earnings and interest from the Escrow Funds deposited in the Escrow Account shall also constitute Escrow Funds.

5. **Construction of Improvements**. Celina shall, at its sole cost and expense, begin construction of the Improvements upon completion of the design plans and securing all necessary funding for the completion of the project.

6. **Grant of Easements**. Tellus agrees to grant and dedicate to Celina any and all proportionate easements and right-of-way requested by Celina on any Tellus-owned property for construction of the Improvements.

7. **Disbursement of Escrow Funds**. Celina agrees to use Escrow Funds from time to time to pay the design and construction costs incurred relative to the Improvements, and shall maintain and retain copies of the bills and statements and other supporting documentation for which payments are made in accordance with Celina's lawfully adopted record retention policies that conform to state law.

8. **Termination of Agreement**. This Agreement shall automatically terminate without any further action or notice by any Party upon the later of (i) three (3) months after completion of the Improvements or (ii) the disbursement of the entire balance of the Escrow Funds for use by Celina in accordance with this Agreement.

9. **Indemnification**. TELLUS AGREES TO INDEMNIFY AND HOLD HARMLESS CELINA, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDIVIDUALLY AN "**INDEMNIFIED PARTY**" AND COLLECTIVELY, "**INDEMNIFIED PARTIES**") FROM ANY COSTS, DAMAGES, EXPENSES OR CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "**EXPENSES**"), WHICH ANY INDEMNIFIED PARTY MAY INCUR OR SUSTAIN AS A RESULT OF OR ARISING OUT OF THIS AGREEMENT OR THE DUTIES OF ANY INDEMNIFIED PARTY RELATING THERETO. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL ANY INDEMNIFIED PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. **Controversy**. Should any controversy arise between or among Celina and Tellus, or any other person, firm, or entity, with respect to this Agreement or the Escrowed Funds, the Parties agree to submit the dispute to Celina's City Engineer for resolution. The findings of Celina's City Engineer shall be binding on the Parties.

11. **Notices**. All notices, requests, demands and other communications hereunder (collectively, "**Notices**") shall be given in writing and will be deemed delivered and received when actually received by the intended recipient or, whether actually received or not, when: (a) personally delivered to the intended recipient; (b) sent by email transmission to the email address of the intended recipient; or (c) sent by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service, to the address of the intended recipient. The respective addresses, email addresses and contact persons to be used for all Notices are as follows:

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If to Tellus:	Tellus Texas I, LLC 130 N. Preston Rd. Suite 130 Prosper, Texas. 75078 Email: dblom@tellusgroupllc.com Attn: David R. Blom
With a copy to:	Tellus Texas I, LLC 130 N. Preston Rd., Suite 130 Prosper, Texas. 75078 Email: csimek@tellusgroupllc.com Attn: Chris Simek, CFO
If to Celina:	City of Celina, Texas Attn: Jason Laumer 142 North Ohio Celina, Texas 75009
With a copy to:	Messer, Fort & McDonald, PLLC Attn: Julie Fort 6371 Preston Road, Suite 200 Frisco, Texas 75034

If personally delivered pursuant to this Section, Notices shall be deemed delivered upon actual receipt; if sent by email transmission pursuant to this Section, Notices shall be deemed delivered the day of such transmission (provided that the sender of such Notice shall bear the burden of proof of such transmission); if sent by private overnight courier pursuant to this Section, Notices shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this Section, Notices shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any Party may change its contact information for the purposes of Notices under this Agreement by providing written notice thereof in accordance with this Section to the other Parties.

12. **Governing Law**. This Agreement is being delivered and is intended to be performed in the State of Texas and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Texas without regard for conflicts of laws principles. Venue for any legal action brought hereunder shall lie in Denton County, Texas.

13. **Force Majeure**. Whenever a period of time is herein prescribed for action to be taken, a Party responsible for such action shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, inclement weather days in excess of thirty (30) days, or any other causes of any kind whatsoever which are beyond the control of such Party ("**Force Majeure**"). Within ten (10) business days after such Party obtains knowledge that an obligation for which it is responsible hereunder or a condition of which it is a beneficiary hereunder will not be or has not been timely performed or satisfied, as applicable, as a result of Force Majeure, the Party must notify the other Parties, describing in detail the event of Force Majeure, the amount of time the Party reasonably anticipates to be needed to resume performance and a detailed timeline of the steps to be taken and when; otherwise, the Party having required action will only have thirty (30) days to resume performance. In the event that a Force Majeure event shall occur, and following the timely notice required by this Section 14, the deadline specified in this Agreement for Celina to complete construction of the

Improvements shall be extended by the actual number of days of any prevention, delay, nonperformance, or stoppage due to the Force Majeure event.

14. **Governmental Powers; Waivers of Immunity**. By execution of this Agreement, Celina does not waive or surrender any of their governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by Celina of its governmental functions.

15. **TELLUS'S ACKNOWLEDGEMENT OF CELINA'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

(i) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE ESCROWED FUNDS EXPRESSLY SET FORTH IN THIS AGREEMENT FOR CONSTRUCTION OF THE IMPROVEMENTS UNDER THIS AGREEMENT, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE IMPROVEMENTS EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT ON THE PROPERTY PLACES ON CELINA'S ROADWAY INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY ESCROWED FUNDS WHICH IT CONVEYS TO CELINA PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER, AND THE DEVELOPER 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 CELINA RELATIVE TO SAID ESCROWED FUNDS IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON CELINA'S ROADWAY INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST CELINA UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION

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BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE DEVELOPMENT.

(ii) THIS SECTION 15 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

16. **General Provisions**.

(a) Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council of the City; and (iv) 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.

(b) 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.

(c) Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

(d) 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 Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer 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.

(e) Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, 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.

(f) 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.

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(g) 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.

(h) 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.

(i) 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.

(j) 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 Improvements

(k) Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

(l) Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[Signature Page Follows]

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EXECUTED effective as of the Effective Date.

TELLUS:

Tellus Texas I, LLC,
A Texas limited liability company

By: David R Blom.
Name: David R. Blom
Title: Manager

CELINA:

THE CITY OF CELINA

By _____
Name: _____
Title: _____

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EXHIBIT "A"
Property

LEGAL DESCRIPTION

388.637 ACRES

BEING A TRACT OF LAND LOCATED IN THE C. COPENHAVER SURVEY, ABSTRACT NO. 253, THE JOHN MORTON SURVEY, ABSTRACT NO. 791, THE JOHN MCKIM SURVEY, ABSTRACT NO. 889, THE ANTHONY PHILLIPS SURVEY, ABSTRACT NO. 1028 AND THE A. THOMASON SURVEY, ABSTRACT NO. 1265, DENTON COUNTY, TEXAS AND BEING PART OF THOSE TRACTS OF LAND DESCRIBED IN DEEDS TO MERRITT/THORNTON FARM PARTNERSHIP, L.P., RECORDED IN DOCUMENT NO. 99-R0096577, 99-R0096578 AND 99-R0096579, DEED RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD FOUND AT A NORTHEASTERLY ELL CORNER OF SAID MERRITT TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A RIGHT-OF-WAY DEED TO THE CITY OF CELINA, RECORDED IN DOCUMENT NO. 2008-9821, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.);

THENCE NORTH 89°28'44" EAST, ALONG THE COMMON LINE OF SAID MERRITT TRACT AND SAID CITY OF CELINA TRACT, A DISTANCE OF 901.73 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50°28'55", A RADIUS OF 1,160.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 45°43'46" WEST, 989.31 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 1,022.05 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 20°29'18" WEST, A DISTANCE OF 1,113.94 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 68°42'59", A RADIUS OF 1,340.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54°50'48" WEST, 1,512.50 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 1,607.10 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 89°12'19" WEST, A DISTANCE OF 3,185.91 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE WEST LINE OF SAID MERRITT TRACT AND THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A CORRECTION DEED TO FRONTIER MINI STORAGE, LLC, RECORDED IN DOCUMENT NO. 2018-121216, O.R.D.C.T.;

THENCE NORTH 00°35'32" WEST, ALONG THE COMMON LINE OF SAID MERRITT TRACT AND SAID FRONTIER TRACT, A DISTANCE OF 1,053.99 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 03°12'09" WEST, CONTINUING ALONG THE COMMON LINE OF SAID MERRITT TRACT AND SAID FRONTIER TRACT, A DISTANCE OF 225.36 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID FRONTIER TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO TEEL LAKES LLC;

THENCE NORTH 01°49'22" WEST, ALONG THE COMMON LINE OF SAID MERRITT TRACT AND SAID TEEL LAKES TRACT, A DISTANCE OF 105.75 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

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THENCE NORTH 64°25'33" EAST, CONTINUING ALONG THE COMMON LINE OF SAID MERRITT TRACT AND SAID TEEL LAKES TRACT, A DISTANCE OF 414.33 FEET TO A 60D NAIL FOUND FOR CORNER;

THENCE EAST, LEAVING THE COMMON LINE OF SAID MERRITT TRACT AND SAID TEEL LAKES TRACT, A DISTANCE OF 333.20 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 68°47'46" EAST, A DISTANCE OF 401.09 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 79°00'07" EAST, A DISTANCE OF 260.45 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 33°08'43" EAST, A DISTANCE OF 1,522.09 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50°22'16", A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 11°46'54" EAST, 106.39 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 109.89 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 12°34'43" WEST, A DISTANCE OF 852.77 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 23°25'06" EAST, A DISTANCE OF 85.37 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 09°02'27" EAST, A DISTANCE OF 282.82 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 09°51'05" WEST, A DISTANCE OF 93.26 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 25°30'37" EAST, A DISTANCE OF 76.43 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 37°34'52" EAST, A DISTANCE OF 96.04 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 02°53'57" EAST, A DISTANCE OF 59.63 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 48°56'18" WEST, A DISTANCE OF 73.01 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 20°57'11" EAST, A DISTANCE OF 57.61 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 84°16'56" EAST, A DISTANCE OF 73.49 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 29°38'37" EAST, A DISTANCE OF 196.61 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

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THENCE NORTH 22°08'20" EAST, A DISTANCE OF 70.55 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 55°11'49" EAST, A DISTANCE OF 88.12 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 79°40'19" EAST, A DISTANCE OF 56.49 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 70°14'55" EAST, A DISTANCE OF 79.99 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 10°52'35" EAST, A DISTANCE OF 30.16 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 56°12'42" EAST, A DISTANCE OF 264.70 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 79°15'36" EAST, A DISTANCE OF 121.22 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 46°14'16" EAST, A DISTANCE OF 196.10 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 62°02'48" EAST, A DISTANCE OF 211.19 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 43°21'07" EAST, A DISTANCE OF 516.67 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 32°11'04" EAST, A DISTANCE OF 171.63 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 45°50'27" EAST, A DISTANCE OF 68.42 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 86°58'30" EAST, A DISTANCE OF 48.21 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 33°45'27" EAST, A DISTANCE OF 40.01 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 04°37'12" EAST, A DISTANCE OF 46.91 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 54°49'35" EAST, A DISTANCE OF 27.64 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 27°58'56" EAST, A DISTANCE OF 28.59 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 72°13'53" EAST, A DISTANCE OF 79.12 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 65°38'41" EAST, A DISTANCE OF 100.22 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

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THENCE SOUTH 85°07'17" EAST, A DISTANCE OF 277.74 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 68°12'58" EAST, A DISTANCE OF 65.00 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 84°05'24" EAST, A DISTANCE OF 46.90 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 73°03'20" EAST, A DISTANCE OF 91.25 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 81°08'11" EAST, A DISTANCE OF 72.01 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 26°52'14" EAST, A DISTANCE OF 76.58 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 76°02'39" EAST, A DISTANCE OF 29.69 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 59°43'22" EAST, A DISTANCE OF 35.77 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 75°08'32" EAST, A DISTANCE OF 67.52 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE EAST LINE OF SAID MERRITT TRACT AND THE WEST LINE OF CREEKS OF LEGACY WEST PHASE 1, AN ADDITION TO THE CITY OF CELINA, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2018-394, O.R.D.C.T.;

THENCE SOUTH 00°29'21" WEST, ALONG THE EAST LINE OF SAID MERRITT TRACT AND THE WEST LINES OF SAID CREEKS OF LEGACY WEST PHASE 1 AND CREEKS OF LEGACY WEST PHASE 2, AN ADDITION TO THE CITY OF CELINA, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2020-80, O.R.D.C.T, AND SAID CITY OF CELINA TRACT RESPECTIVELY, A DISTANCE OF 3,332.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 16,929,031 SQUARE FEET OR 388.637 ACRES OF LAND, MORE OR LESS.

AND

45.378 ACRES

BEING A TRACT OF LAND LOCATED IN THE JOHN MCKIM SURVEY, ABSTRACT NO. 889, DENTON COUNTY, TEXAS AND BEING PART OF THOSE TRACTS OF LAND DESCRIBED IN DEEDS TO MERRITT/THORNTON FARM PARTNERSHIP, L.P., RECORDED IN DOCUMENT NO. 99-R0096577, 99-R0096578 AND 99-R0096579, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND IN THE SOUTH LINE OF SAID MERRITT TRACT NEAR THE CENTER OF PARVIN ROAD AT THE NORTH COMMON CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO PROSPER MEADOWS LP, RECORDED IN DOCUMENT NO. 2019-65177, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.) AND A TRACT OF LAND DESCRIBED IN DEED TO THE

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LEONARD AND NORMA E. MCCASLAND REVOCABLE LIVING TRUST, RECORDED IN VOLUME 4683, PAGE 1919, D.R.D.C.T.;

THENCE SOUTH 89°07'21" WEST, ALONG THE COMMON LINE OF SAID MERRITT TRACT AND PROSPER MEADOWS LP AND SAID PARVIN ROAD, A DISTANCE OF 1,288.55 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5674" SET FOR CORNER at the beginning of a non-tangent curve to the left having a central angle of 58°55'50", a radius of 1,460.00 feet and a chord bearing and distance of North 49°57'13" East, 1,436.34 feet;

THENCE Northeasterly, LEAVING SAID COMMON LINE AND SAID PARVIN ROAD AND ALONG SAID CURVE TO THE LEFT, an arc distance of 1,501.66 feet to a 5/8-inch iron rod with a cap stamped "RPLS 5674" set for corner;

THENCE North 20°29'18" East, a distance of 1,113.94 feet to a 5/8-inch iron rod with a cap stamped "RPLS 5674" set for corner at the beginning of a curve to the right having a central angle of 22°07'51", a radius of 1,040.00 feet and a chord bearing and distance of North 31°33'14" East, 399.21 feet;

THENCE Northeasterly, along said curve to the right, an arc distance of 401.71 feet to a 5/8-inch iron rod with a cap stamped "RPLS 5674" set for corner;

THENCE South 25°52'19" East, a distance of 53.86 feet A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 77°40'24" EAST, A DISTANCE OF 199.78 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 55°29'00" EAST, A DISTANCE OF 321.28 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 22°53'19" WEST, A DISTANCE OF 329.02 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 02°13'02" EAST, A DISTANCE OF 532.60 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 17°12'36" WEST, A DISTANCE OF 650.64 FEET TO A POINT FOR CORNER;

THENCE SOUTH 04°16'27" WEST, A DISTANCE OF 267.37 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 00°36'28" EAST, A DISTANCE OF 282.76 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE COMMON LINE OF SAID MERRITT TRACT AND SAID MCCASLAND REVOCABLE TRUST TRACT NEAR THE CENTER OF SAID PARVIN ROAD;

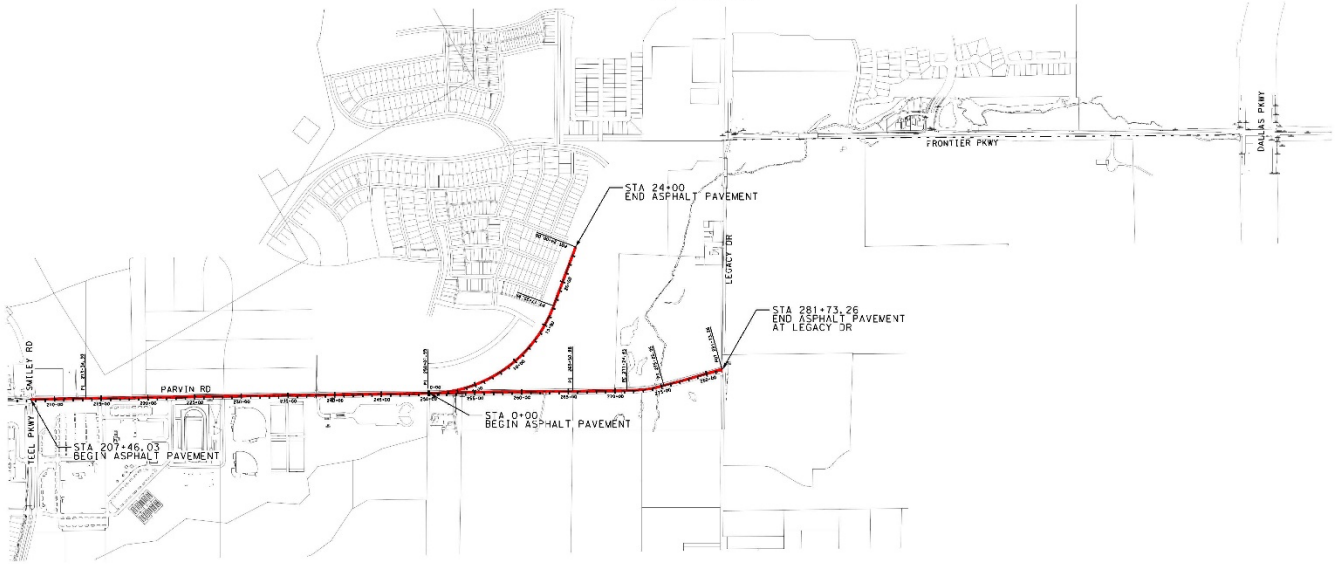
THENCE SOUTH 89°07'59" WEST, ALONG THE COMMON LINE OF SAID MERRITT TRACT AND SAID MCCASLAND REVOCABLE TRUST TRACT AND SAID PARVIN ROAD, A DISTANCE OF 576.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,976,662 SQUARE FEET OR 45.378 ACRES OF LAND, MORE OR LESS.

Attachment: Road Improvements Escrow Agreement - Tellus - Parvin Road - v7 final clean reflecting Tellus edits 11.07.2022 (002) (Parvin Road

EXHIBIT "B"
Improvements
(see next page)

Attachment: Road Improvements Escrow Agreement - Tellus - Parvin Road - v7 final clean reflecting Tellus edits 11.07.2022 (002) (Parvin Road

EXHIBIT B



LEGEND

PROPOSED ASPHALT PAVEMENT

PARVIN ROAD/FRONTIER PARKWAY
ASPHALT IMPROVEMENTS ADJACENT TO MOSAIC

CELINA TEXAS est.1879

CobbFendley
TBPE Firm Registration No. 274
TBPLS Firm Registration No. 100567
6801 Gaylord Parkway, Suite 302
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbfendley.com

SCALE: 1" = 1600'

DATE: 05/09/2022

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Glasgow, Director of Engineering
Date:	December 13, 2022
Re:	Colorado Amendment 5 (Inner Loop)

Action Requested:

Consider and act to authorize Amendment 5 for Colorado Street reconstruction design with GEI Consultants in an amount not to exceed $59,310.00 (Berry)

Background Information:

In January 2019 Council authorized the work order 2 for design of Colorado Street reconstruction, now called the Downtown Inner Loop. The City has requested additional design services outside of the original project scope to include detailed design of a joint conduit trench along Colorado Dr. and Beech St., design a concrete section of the alley between Pecan St. and Beech St., and modifications to driveways and sidewalks. The add serve also covers the additional survey required for the alley design. Pursuant to the memorandum of understanding between Celina Real Estate and the City, approved by Council on September 13th, the add serve covers the surveys needed for the dedication of sidewalk and access easements and right-of-way along the properties listed.

Amendment 5, exceeds $50,000 and by statute requires Council authorization.

Alternatives:

Council may reject the amendment and direct staff.

Financial Considerations:

Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed with the modification of the purchase order.

Supporting Documents:

Amendment 5

Staff Recommendation:

Authorize the Amendment 5

AMENDMENT NO. 5
TO
CONTRACT FOR PROFESSIONAL SERVICES
CITY OF CELINA
COLORADO STREET ROADWAY RECONSTRUCTION

THIS AMENDMENT No. 5 is made as of November 18, 2022 between **City of Celina** (CLIENT) and **GEI Consultants, Inc.** (ENGINEER).

WHEREAS, CLIENT and ENGINEER entered into an MSA Agreement dated September 11, 2018, for ENGINEER to perform Full Roadway Reconstruction services ("Basic Services") in connection with Colorado Street Reconstruction; and

WHEREAS, CLIENT and ENGINEER desire to enter into an amendment to the Agreement. NOW, THEREFORE,

CLIENT and ENGINEER agree as follows:

The following services will be added to the scope under the Agreement between CLIENT and ENGINEER:

- Joint Trench Design ($15,850)
  - GEI will provide utility owner coordination, design review, conduit run analysis, and joint trench design for the project limits. This includes all utilities within the joint trench and updating the joint trench plan sheet.
- Alignment Design ($7,460)
  - GEI will add an alley between 208 N. Colorado Street and 401 W. Pecan Street based on email confirmation of exhibit dated 9/14/2022
  - GEI will provide three (3) options for driveway revisions at 510 N Colorado Street
  - GEI will provide three (3) options for sidewalk revisions along Colorado Street between Pecan Street and Beech Street
- Topographic Survey ($3,600)
  - Criado will provide a topographical survey of the alley way between W. Beech St and W. Pecan St., from the existing right-of-way of N. Colorado St. to approximately 110-feet to the Northwest and approximately 25-feet left and right from the centerline of the alley.
- Easement Documents ($32,400)
  - Criado will provide survey documents for nine easements:
    - Colorado St DE, TCE & TAE - Variable Width Temporary Access Easement
    - P1 - 114 N Ohio
    - S1 - 140 N Ohio
    - T1 - 142 N Ohio
    - S3 - 333 W Pecan
    - S2 - 401 W Pecan
    - S2 - 403 W Pecan
    - T2 - 406 W Beech
    - S4/S5 - North Side of Beech St
  - GEI will provide review and oversight of easment documents and coordinate with the utility owner, as required for completion.

DELIVERABLES

- Updated based paving base file with driveway, joint trench, and alley alignment modifications
- Field notes with exhibit in PDF form and two original signed hardcopies of each easement document prepared.
- A CADD file in AutoCAD Civil 3d format containing the topographical survey with 1-foot contours.
- A .csv file of points tied.

Attachment: Contract Amendment 05_City of Celina_Colorado Street (Colorado Reconstruction Design Amendment 5 (Inner Loop) R20)

COMPENSATION for Basic Services of SUBCONSULTANTS shall be revised as follows: Total Compensation for Basic and Special Services shall be increased from the amended contract value of $645,370.00 by an order of **$59,310.00** to a new contract value of **$704,680.00** also shown in the table breakdown below.

Description	Value
Original Contract Value	$530,060.00
Amendment 01 Value	$48,550.00
Amendment 02 Value	$27,000.00
Amendment 03 Value	$25,260.00
Amendment 04 Value	$14,500.00
Amendment 05 Value	$59,310.00
New Contract Value	$704,680.00

Total Compensation for the revised services shall not exceed **$704,680.00** without prior written approval of CLIENT. This includes all reimbursable expenses.

SCHEDULE:

Basis for this amendment includes 16 months for construction. Contractor received NTP received in February 2022. Therefore, this amendment is valid through December 2023.Schedule for these construction services will be rendered through contractor close-out or 18 months, whichever occurs first. **Any extension beyond this duration will require additional funding.**

This Amendment No. 5 consists of pages 1 to 2.

Except as otherwise provided herein all other provisions of the Agreement between ENGINEER and SUBCONSULTANT dated September 11, 2018 shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ENGINEER:

GEI Consultants, Inc.

Daphne D. King, P.E.

Branch Manager

Address for Giving Notices:

5646 Milton Street, Suite 500
Dallas, Texas 75206

CLIENT:

City of Celina

Printed Name:

Title:

Address for Giving Notices:

Council Authorized:
PO:

Attachment: Contract Amendment 05_City of Celina_Colorado Street (Colorado Reconstruction Design Amendment 5 (Inner Loop) R20)

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Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Glasgow, Director of Engineering
Date:	December 13, 2022
Re:	Sunset Blvd Lift Station CO 3

Action Requested:

Consider and act to authorize Change Order 3 to the Sunset Blvd Lift Station project in an amount not to exceed $51,612.00 (Berry)

Background Information:

On January 11, 2022 Council authorized the award of Bid 2022-0115 for Sunset Boulevard Lift Station. The award authorized and included ten percent contingency funds. Change Order 3, exceeds $50,000 and by statute requires Council authorization.

Alternatives:

Council may reject the change order and direct staff.

Financial Considerations:

Funding is available in the current budget and previously authorized.

Supporting Documents:

Change Order 3
Location Map

Staff Recommendation:

Authorize the Change Order 3

Life Connected.

CCO #003

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

Project: S22 - Sunset Lift Station
300 W Sunset Blvd
Celina, Texas 75009
Phone: (972) 382-2682

Purchase Order Change Order #003: CE #003 - Bypass Connection and Flow Meter CIP Vaults

CONTRACT COMPANY:	**North Texas Contracting, Inc.** 4999 Keller Haslet Road Keller, Texas 76244	**CONTRACT FOR:**	PO-S22-001:North Texas Construction Contract
DATE CREATED:	11/02/2022	**CREATED BY:**	Dailyn Cruz **(City of Celina)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	11/02/2022
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Design Development
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	8 days
FIELD CHANGE:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$51,612.00

DESCRIPTION:
CE #003 - Bypass Connection and Flow Meter CIP Vaults
Construction of two cast-in-place concrete vaults for the lift station's bypass connection and the flow meter. The vaults include a 6-ft tall ladders and access hatches with safety grates. In addition to the vaults, this change order includes additional 12" coated ductile iron pipe and fittings required for the relocation of the flow meter.

ATTACHMENTS:
PO_NORTH TEXAS CONTRACTING INC22-00003753.pdf, NTC - SUNSET BLVD CO 3 (COST BREAKDOWN).pdf, SUNSET BOULEVARD LIFT STATION, CELINA - PCO3.pdf

Attachment: CO 3 (Sunset Lift Station CO 3)

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	33-32-14.CS Sewer Lift Station.Construction Sewer	CIP Vaults	$51,612.00
		Grand Total:	**$51,612.00**

The original (Contract Sum)	$ 4,015,407.00
Net change by previously authorized Change Orders	$ 326,885.52
The contract sum prior to this Change Order was	$ 4,342,292.52
The contract sum will be increased by this Change Order in the amount of	$ 51,612.00
The new contract sum including this Change Order will be	$ 4,393,904.52
The contract time will be increased by this Change Order by 8 days.	

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Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ryan Quigley, Purchasing Agent
CC:	Andy Figueroa, Director of Public Works
Date:	December 13, 2022
Re:	Pavement Analysis Services

Action Requested:

Consider and act to purchase Pavement Analysis Services from Data Transfer Solutions (DTS) through a cooperative contract with North Texas Share in an amount not to exceed $150,000.00. (Quigley)

Background Information:
Staff requests authorization to procure Pavement Analysis Services, specifically a Pavement Condition Index (PCI), through the following cooperative agreement.

- Cooperative Agency: North Texas Share
- Cooperative Contract #: 2016-14

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
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.

Supporting Documents:
Master Service Agreement
Attachment A

Staff Recommendation:

Authorize the purchase as recommended.

North Texas SHARE

dts MAKERS OF vueworks

PAVEMENT ANALYSIS SERVICES
REQUEST FOR SERVICES
ATTACHMENT A

			MAXIMUM PRICE PER TIERED GROUP						
	Description:	Unit	Unit Base Cost $	Unit Cost ($) 0-200 Lane Miles	Unit Cost ($) 201-700 Lane Miles	Unit Cost ($) 701+ Lane Miles	Total Units	Agreed Upon Cost ($)/Unit	T Ag Upo
1	Automatically and continuously measure pavement cracking, texture, rutting, width, and pavement type	Lane Mile[1]		$35	$35	$35	718	$35	25
2	Collect pavement surface distress through automated means	Lane Mile[1]		$40	$40	$40	718	$40	2
3	Provide a digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	$4,500				1	$4500	4
4	Collect dual-wheel path roughness data to International Roughness Index standards	Lane Mile[1]		$5	$5	$5	718	$5	3
5	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Roadway information[3]	Lane Mile[1]		$5	$5	$5	718	$5	3
6	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery)	Lane Mile[1]		$2	$2	$2	718	$2	1
7	Collect sidewalk data to include location, length, width and condition and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Lane Mile[1]		$20	$20	$20	718	$40	28
8	Collect sidewalk ADA ramp data to include location, configuration, presence of truncated domes or other detectable warning feature, and condition and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Each	$5				250	$5	1
9	Collect roadway sign data to include type and location and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Each	$1.50				5000	$1.5	7
10	Collect photos of ADA ramps, sidewalks, and/or roadway signs inventoried under items 7, 8, and 9 above.	Each	$0				0	0	
11	Collect location of curb and gutter and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Linear Feet	$0.01				1383360	$0.01	138

Attachment: Attachment A (Pavement Analysis Services)

12	Collect location and type of visible in-pavement features such as valves, manhole covers, etc. and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Each	$1				718	$1	
13	Load assessment data for all Participant-maintained pavements into a pavement management software system required by local government Participant(s), if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	$4,500	$0	$0	$0	1	$4500	4
14	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	$1,750	$0	$0	$0	1	$1750	1
15	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	$1,750	$0	$0	$0	1	$1750	1
16	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433. Provide results compatible with the Participant's GIS database, if applicable	Lane Mile[1]		$4	$4	$4	718	$4	2
17	Calculate the International Roughness Index for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable	Lane Mile[1]		$1	$1	$1	718	$1	
18	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), and public safety emergency routes; and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Cost includes base cost plus lane mile unit cost.	Lane Mile[1]	$4,000	$1	$1	$1	1	$4000	4
19	Estimate the annual budget required to meet the long term goals regarding desired pavement condition levels. Cost includes base cost plus lane mile unit cost.	Each Participant	$2,500	$0	$0	$0	1	$2500	2
20	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff. Cost includes base cost plus lane mile unit cost.	Each Participant	$2,500	$0	$0	$0	1	$2500	2
21	Recommend the computer hardware and software needed for successful implementation, potentially including recommendations for licenses of pavement management system software and other geodatabase software as needed.	Each Participant	$500				1	$500	
22	Train Participant staff and provide assistance to the Public Works and IT Department as needed for the use of data collected through the fully automated system (20 person maximum per class)	Day	$2,000				1	$2000	2

Attachment: Attachment A (Pavement Analysis Services)

23	Collect and analyze pavement structural condition information through the use of a falling weight deflectometer in accordance with industry standards on designated participant-owned roadways	**				0
24	Collect and analyze pavement structural condition information through the use of Ground Penetrating Radar (GPR) in accordance with industry standards on designated participant-owned roadways	**				
25	Collect and analyze pavement structural condition information through the use of pavement cores in accordance with industry standards on designated participant-owned roadways (traffic control included)[2]	**				
			SUBTOTAL			142
26	Additional miscellaneous services, selected by Participant, not to exceed 15% of total bid. (Enter total amount here. Services are to be detailed on a separate page.)			1	$2500	2
			TOTAL			144

[1]Lane mile is to be defined as a mile traveled as

Road type	C/L miles	# Passes	Total Milage
Arterials	13.0	4	52.0
Collector	80.7	4	322.8
Res. Collector	8.2	2	16.4
Residential	160.1	2	320.2
Alleys	6.3	1	6.3
Total:	268.3		717.7

[2]Spacing for pavement cores to be negotiated with each participant.

[3]Roadway information that shall be collected and provided to the Participant at a minimum includes:

a. Street Name
b. Endpoint One, Endpoint Two, and Segment ID
c. Segment Length and Pavement Width
d. Inventory Date
e. Pavement Type
f. Segment Functional Classification
g. Pavement condition scored depending on the requirements of local government Participant(s)
(Example: Pavement condition scored as one of the MicroPaver 19 surface distress codes with corresponding unit of measure scored every 100 feet longitudinally)
h. Pavement performance information that includes rutting using a minimum of seven (7) sensors
(include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four sensors, and longitudinal cracking
i. Pavement age (if necessary to develop pavement life curves)

**Services to be negotiated with each community when requested. These items may require the service of an engineer, either provided by the c or contracted by the vendor.

Attachment: Attachment A (Pavement Analysis Services)

Data Transfer Solutions, LLC

Signature: _____

Names: _____

Title: _____

Date: _____

Participant

Signature: _____

Name: _____

Title: _____

Date: _____

TXShare
Your Public Sector Solutions Center

Pavement Analysis Services

Contract #NCT-2016-14

Contract Effective Date: 8/02/2016

Contract Expiration Date: 12/30/2022

Program Highlights

The Pavement Analysis Services program allows participating entities to choose from any of four highly qualified vendors to contract for pavement analysis services.

Previously, if a municipality wanted to analyze the pavement in their community, they had to procure for vendors individually. Due to the nature of these services, a high equipment mobilization fee would be included in the vendor's fees. NCTCOG SHARE has completed the competitive procurement on a regional level and due to the expected number of users, vendors' fees will be lower as the equipment will be continually mobilized in our region. Pavement analysis services are also more cost efficient at a bulk level, which will lower costs for smaller cities by participating in a regional program.

Participating entities can choose from a variety of menu options within pavement analysis services, including digital image collection, ADA ramp location and configuration, Pavement Condition Index (PCI) scores, budget estimates, and training. The full menu of option can be found under the "Ready to Purchase" tab.

How to Purchase

If you have not already completed an Interlocal Agreement, please complete the form and submit it via these instructions. To see if your organization has already completed an ILA, view a list of participating entities.

An Engagement Letter/Request for Service will also need to be executed between you and the chosen vendor. Those documents are included the Contract Information tab.

TXSHARE encourages participants to independently review the pricing for all four vendors to determine which option is most beneficial for them.

Attachment: Pavement Management Services – TXShare (Pavement Analysis Services)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ryan Quigley, Purchasing Agent
CC:	Andy Figueroa, Director of Public Works
Date:	December 13, 2022
Re:	2023-011 Water and Wastewater Parts & Accessories

Action Requested:
Consider and act to award Bid 2023-011 for Water and Wastewater Parts and Accessories to Ferguson Waterworks and North Texas Winwater Co. at the unit prices listed in an amount not to exceed $182,000.00. (Quigley)

Background Information:
On November 1, 2022 the City received responses to bid 2023-011 Water & Wastewater Parts & Accessories. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred and eighty five vendors were notified. Three responses were received.

An initial review was completed by Purchasing and forwarded to staff for their review. Staff reviewed the submittals and determined it is in the best interest of the City to award as a primary and secondary vendor for each of the seventeen (17) categories listed in the solicitation. The specification contained language that allowed the City to award the contract in whole or by category. There were no requested exceptions from any of the vendors.

The award is as follows:

Ferguson Waterworks
- Primary for Sections: 1, 4, 6, 7, 8, 10, 11, 12, 13, and 15
- Secondary for Sections: 2, 3, 5, and 9

North Texas Winwater Co.
- Primary for Sections: 2, 3, 5, 9, 14, 16, and 17
- Secondary for Sections: 1, 4, 6, 7, 8, 10, 11, 12, 13, and 15

The contract period is for one (1) year with the option for up to four (4) additional one (1) year renewal periods.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:

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.

Supporting Documents:
Bid Tabulation by Supplier Award

Staff Recommendation:
Award Bid # 2023-011

Primary
Secondary

					Fortiline Waterworks (Fortiline, Inc.)		FERGUSON WATERWORKS (FERGUSON ENTERPRISE)		North Texas Winwater Co	
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended
1	Brass Parts									
1.1	3/4 inch SS INSERT FOR CTS PE	100	EA		$1.51	$151.00	$1.42	$142.00	$1.96	$196.00
1.2	3/4 inch CORP MIPXGJ FOR CTS	100	EA		$34.61	$3,461.00	$32.45	$3,245.00	$32.86	$3,286.00
1.3	3/4 inch CORP CCXGJ(CTS)	100	EA		$34.61	$3,461.00	$32.45	$3,245.00	$32.86	$3,286.00
1.4	3/4 inch GJCTS CPLG GRIP	100	EA		$19.32	$1,932.00	$18.12	$1,812.00	$18.35	$1,835.00
1.5	3/4 inch CPLG FIPXGJCTS	100	EA		$16.69	$1,669.00	$15.65	$1,565.00	$15.84	$1,584.00
1.6	3/4 inch CPLG MIPXGJCTS	100	EA		$15.87	$1,587.00	$14.88	$1,488.00	$15.07	$1,507.00
1.7	5/8 inchX3/4 inch ANG BMV GJ CTS X MN	100	EA		$47.01	$4,701.00	$44.07	$4,407.00	$44.66	$4,466.00
1.8	3/4 inch BMV GJ(CTS)XMN	100	EA		$47.68	$4,768.00	$44.70	$4,470.00	$45.29	$4,529.00
1.9	3/4 INCH BMV CTS X PVC	100	EA		$83.20	$8,320.00	$78.00	$7,800.00	$79.00	$7,900.00
1.10	3/4 INCH BMV CTS X CTS	100	EA		$88.28	$8,828.00	$67.81	$6,781.00	$68.69	$6,869.00
1.11	3/4 INCH BMV CTS X FIP	100	EA		$61.56	$6,156.00	$59.79	$5,979.00	$54.63	$5,463.00
1.12	3/4 INCH BMV MN X FIP	100	EA		$64.94	$6,494.00	$60.89	$6,089.00	$61.65	$6,165.00
1.13	3/4 INCH BMV MN X CTS	100	EA		$88.28	$8,828.00	$68.44	$6,844.00	$69.31	$6,931.00
1.14	3/4 INCH BMV CTS X 1 INCH CTS	100	EA		$22.46	$2,246.00	$73.96	$7,396.00	$86.72	$8,672.00
1.15	3/4 inch TEE GJ(CTS)	100	EA		$46.77	$4,677.00	$43.84	$4,384.00	$44.42	$4,442.00
1.16	3/4 inch GJCTS 90 BEND	100	EA		$24.98	$2,498.00	$23.42	$2,342.00	$23.69	$2,369.00
1.17	3/4 inch CPLG FIPXPJ(PVC)	100	EA		$26.20	$2,620.00	$24.56	$2,456.00	$19.82	$1,982.00
1.18	3/4 inch MIP X PVC COUPLING	100	EA		$21.01	$2,101.00	$19.70	$1,970.00	$19.97	$1,997.00
1.19	3/4 inch 90 BEND MIPXGJ CTS	100	EA		$17.38	$1,738.00	$16.29	$1,629.00	$16.48	$1,648.00
1.20	3/4 inch X 12 inch BRASS NIPPLE	100	EA		$0.00	$0.00	$12.64	$1,264.00	$18.95	$1,895.00
1.21	3/4 inch CTS GRIPJT NUT ASSM	100	EA		$9.06	$906.00	$5.92	$592.00	$5.74	$574.00
1.22	3/4 inch X 1 inch CTS GR COUPLNG	100	EA		$22.46	$2,246.00	$21.05	$2,105.00	$21.32	$2,132.00
1.23	3/4 inch MIP X CTS COUPLING	100	EA		$15.87	$1,587.00	$14.88	$1,488.00	$15.07	$1,507.00
1.24	3/4 inch MIP X 1 INCH CTS COUPLING	100	EA		$17.58	$1,758.00	$16.48	$1,648.00	$16.67	$1,667.00
1.25	3/4 INCH COPR STOP CAP	100	EA		$25.37	$2,537.00	$23.78	$2,378.00	$24.09	$2,409.00
1.26	3/4 inch X 1 inch GJCTS CPLG	100	EA		$22.46	$2,246.00	$21.05	$2,105.00	$24.73	$2,473.00
1.27	H15428N 2 ADPT 110 CTSXMIP	100	EA		$75.01	$7,501.00	$70.32	$7,032.00	$71.22	$7,122.00
1.28	1 inch SS INSERT FOR CTS PE	100	EA		$1.60	$160.00	$1.50	$150.00	$2.55	$255.00
1.29	1 inch CORP MIPXGJ(CTS)	100	EA		$52.36	$5,236.00	$49.08	$4,908.00	$49.72	$4,972.00
1.30	1 inch CORP CCXGJ (CTS)	100	EA		$52.36	$5,236.00	$49.08	$4,908.00	$49.72	$4,972.00
1.31	1 inch CPLG GJCTS GRIP	100	EA		$22.11	$2,211.00	$20.73	$2,073.00	$24.35	$2,435.00
1.32	1 inch CPLG FIPXGJCTS	100	EA		$22.66	$2,266.00	$21.24	$2,124.00	$21.49	$2,149.00
1.33	1 inch MIP X PVC COUPLING	100	EA		$18.79	$1,879.00	$30.76	$3,076.00	$31.13	$3,113.00
1.34	1 inch CPLG MIPXGJCTS	100	EA		$18.79	$1,879.00	$17.62	$1,762.00	$17.85	$1,785.00
1.35	1 INCH FIP X PVC COUPLING	100	EA		$96.96	$9,696.00	$30.17	$3,017.00	$30.56	$3,056.00
1.36	1 inch ANG BMV GJCTS X MN	100	EA		$120.54	$12,054.00	$113.01	$11,301.00	$114.45	$11,445.00
1.37	1 inch STRAIGHT BMV GJ(CTS)XMN	100	EA		$107.91	$10,791.00	$101.17	$10,117.00	$102.42	$10,242.00
1.38	1 inch TEE GJ(CTS)	100	EA		$50.06	$5,006.00	$46.93	$4,693.00	$47.50	$4,750.00
1.39	1 inch GJCTS 90 BEND GRIP	100	EA		$32.08	$3,208.00	$30.07	$3,007.00	$30.48	$3,048.00
1.40	1 inch GRIP NUT ASSM F/CORP/BALL	100	EA		$10.31	$1,031.00	$9.67	$967.00	$12.82	$1,282.00
1.41	1 INCH PVC X CTS GJ COUPLING	100	EA		$37.76	$3,776.00	$35.40	$3,540.00	$35.83	$3,583.00
1.42	1 INCH PVC X CTS PJ COUPLING	100	EA		$32.18	$3,218.00	$35.40	$3,540.00	$35.83	$3,583.00
1.43	1 inch CPLG FIPXPJ (PVC)	100	EA		$96.96	$9,696.00	$30.17	$3,017.00	$30.56	$3,056.00
1.44	1 INCH BMV MN X MIP	100	EA		$96.96	$9,696.00	$90.90	$9,090.00	$90.36	$9,036.00
1.45	1 INCH BMV MN X FIP	100	EA		$97.11	$9,711.00	$91.04	$9,104.00	$92.20	$9,220.00
1.46	1 INCH BMV CTS X CTS	100	EA		$105.40	$10,540.00	$98.81	$9,881.00	$102.18	$10,218.00
1.47	1 INCH CTS BMV X 3/4 MN	100	EA		$78.89	$7,889.00	$73.96	$7,396.00	$72.78	$7,278.00
1.48	1 INCH BMV CTS X PVC	100	EA		$0.00	$0.00	$118.01	$11,801.00	$119.59	$11,959.00
1.49	1 INCH BMV CTS X FIP	100	EA		$0.00	$0.00	$90.71	$9,071.00	$91.84	$9,184.00
1.50	1 inch X 3/4 inch BMV GJ(CTS) X MN	100	EA		$0.00	$0.00	$73.95	$7,395.00	$74.91	$7,491.00
1.51	1 inch 90 BEND MIPXGJCTS	100	EA		$28.91	$2,891.00	$27.10	$2,710.00	$27.45	$2,745.00
1.52	1 INCH COPR STOP CAP	100	EA		$41.02	$4,102.00	$38.46	$3,846.00	$38.96	$3,896.00
1.53	1 INCH HYDRO RANGER COUPLING	100	EA		$0.00	$0.00	$101.68	$10,168.00	$77.92	$7,792.00
1.54	1.25 INCH HYDRO RANGER COUPLING	100	EA		$0.00	$0.00	$144.93	$14,493.00	$111.06	$11,106.00
1.55	1.5 INCH HYDRO RANGER COUPLING	100	EA		$0.00	$0.00	$197.12	$19,712.00	$151.06	$15,106.00
1.56	2 INCH HYDRO RANGER COUPLING	100	EA		$0.00	$0.00	$132.60	$13,260.00	$249.35	$24,935.00
1.57	1.5 INCH CTS X CTS COUPLING	100	EA		$73.99	$7,399.00	$69.37	$6,937.00	$70.22	$7,022.00
1.58	1.5 INCH CTS X PVC COUPLING	100	EA		$101.77	$10,177.00	$95.41	$9,541.00	$96.63	$9,663.00
1.59	1.5 INCH PVC X PVC COUPLING	100	EA		$93.51	$9,351.00	$87.67	$8,767.00	$88.78	$8,878.00
1.60	3/4 inchX1 inch ANG KMV GJX MN	100	EA		$46.60	$4,660.00	$43.69	$4,369.00	$44.22	$4,422.00
1.61	3/4 SETTER VALVE MN X FIP	100	EA		$0.00	$0.00	$37.53	$3,753.00	$0.00	$0.00
1.62	3/4 SETTER VALVE MN X MIP	100	EA		$0.00	$0.00	$39.59	$3,959.00	$0.00	$0.00
1.63	1 inch X 12 inch BRASS NIPPLE	100	EA		$0.00	$0.00	$18.97	$1,897.00	$28.40	$2,840.00
1.64	2 inch SS INSERT FOR CTS PE	100	EA		$2.20	$220.00	$2.06	$206.00	$2.86	$286.00
1.65	2 inch BALLCORP MIPXGJCTS	100	EA		$249.64	$24,964.00	$234.04	$23,404.00	$237.00	$23,700.00
1.66	2 inch BALLCORP CCXGJCTS	100	EA		$249.64	$24,964.00	$234.04	$23,404.00	$237.00	$23,700.00
1.67	2 inch ANG BMV GJCTSXMF	100	EA		$353.03	$35,303.00	$330.97	$33,097.00	$335.13	$33,513.00
1.68	2 inch X 3 inch BRASS NIPPLE	100	EA		$0.00	$0.00	$11.29	$1,129.00	$16.91	$1,691.00
1.69	2 inch X 12 inch BRASS NIPPLE	100	EA		$0.00	$0.00	$42.96	$4,296.00	$64.33	$6,433.00
1.70	2 inch ANG BMV CTS X METER FLNG	100	EA		$353.03	$35,303.00	$330.97	$33,097.00	$335.13	$33,513.00
1.71	2 inch BMV CTS X METER FLANGE	100	EA		$326.83	$32,683.00	$306.41	$30,641.00	$310.26	$31,026.00
1.72	2 inch BMV PVC X METER FLANGE	100	EA		$344.76	$34,476.00	$323.21	$32,321.00	$327.31	$32,731.00

Attachment: Bid Tabulation by Supplier Award (2023-011 Water and Wastewater Parts & Accessories)

1.73	2 INCH 90 BEND CTS X MIP	100	EA		$120.36	$12,036.00	$112.83	$11,283.00	$114.26	$11,426.00
1.74	2 INCH 90 BEND CTS X CTS	100	EA		$208.43	$20,843.00	$195.41	$19,541.00	$197.88	$19,788.00
1.75	2 inch MIP x PVC adapter	100	EA		$93.73	$9,373.00	$87.88	$8,788.00	$88.96	$8,896.00
1.76	2 inch FIP x PVC adapter	100	EA		$107.69	$10,769.00	$100.96	$10,096.00	$102.24	$10,224.00
1.77	2 INCH PVC X PVC COUPLING	100	EA		$141.44	$14,144.00	$132.60	$13,260.00	$134.29	$13,429.00
1.78	2 INCH CTS X CTS COUPLING	100	EA		$99.87	$9,987.00	$93.63	$9,363.00	$94.82	$9,482.00
1.79	2 INCH CTS X FIP COUPLING	100	EA		$78.41	$7,841.00	$73.51	$7,351.00	$74.43	$7,443.00
1.80	2 INCH CTS X MIP COUPLING	100	EA		$75.01	$7,501.00	$70.32	$7,032.00	$71.22	$7,122.00
1.81	2 inch CTS x PVC coupler	100	EA		$118.81	$11,881.00	$111.39	$11,139.00	$112.80	$11,280.00
1.82	1 inch corp stop grip nut assembly	100	EA		$52.36	$5,236.00	$9.67	$967.00	$12.82	$1,282.00
1.83	3/4 inch corp stop grip nut assembly	100	EA		$34.61	$3,461.00	$5.92	$592.00	$7.85	$785.00
1.84	1 inch CTS grip nut assembly	100	EA		$52.36	$5,236.00	$8.12	$812.00	$12.82	$1,282.00
1.85	3/4 inch CTS crip nut assembly	100	EA		$34.61	$3,461.00	$5.92	$592.00	$7.85	$785.00
1.86	1.5 inch SS INSERT FOR CTS PE	100	EA		$2.20	$220.00	$2.06	$206.00	$2.86	$286.00
			TOTAL			**$558,678.00**		**$604,623.00**		**$611,526.00**
2	Brass Nipples Tees and Saddles									
2.1	3/4 INCH x 4 INCH	6	EA		$0.00	$0.00	$4.52	$39.30	$4.59	$27.54
2.2	1 INCH X 4 INCH	6	EA		$0.00	$0.00	$6.55	$59.22	$6.64	$39.84
2.3	1.25 INCH X 4 INCH	6	EA		$0.00	$0.00	$9.87	$41.16	$9.35	$56.10
2.4	1.5 INCH X 2 INCH	6	EA		$0.00	$0.00	$6.86	$56.70	$6.50	$39.00
2.5	1.5 INCH X 3 INCH	6	EA		$0.00	$0.00	$9.45	$68.88	$8.95	$53.70
2.6	1.5 INCH X 4 INCH	6	EA		$0.00	$0.00	$11.48	$88.62	$10.87	$65.22
2.7	2 INCH X 4 INCH	6	EA		$0.00	$0.00	$14.77	$109.56	$13.99	$83.94
2.8	2 INCH X 5 INCH	6	EA		$0.00	$0.00	$18.26	$130.80	$17.29	$103.74
2.9	2 INCH X 6 INCH	6	EA		$0.00	$0.00	$21.80	$463.92	$20.65	$123.90
2.10	2 INCH TEE FIP	6	EA		$0.00	$0.00	$77.32	$3,849.24	$73.25	$439.50
2.11	4 INCH TEEP FIP	6	EA		$0.00	$0.00	$641.54	$547.68	$661.80	$3,970.80
2.12	4X1 CC BRS SAD	2	EA		$97.37	$194.74	$91.28	$182.56	$88.30	$176.60
2.13	4 X 3/4 CC BRS SAD	2	EA		$97.37	$194.74	$91.28	$231.78	$88.30	$176.60
2.14	4 X 2 CC BRS SAD	2	EA		$123.61	$247.22	$115.89	$215.06	$112.09	$224.18
2.15	6X1 CC BRS SAD	10	EA		$114.70	$1,147.00	$107.53	$1,330.70	$104.00	$1,040.00
2.16	8X1 CC BRS SAD	10	EA		$141.94	$1,419.40	$133.07	$1,929.40	$128.71	$1,287.10
2.17	12 X 1 CC BRS SAD	5	EA		$205.80	$1,029.00	$192.94	$675.35	$186.62	$933.10
2.18	6 X 2 CC BRS SAD	5	EA		$144.08	$720.40	$135.07	$665.35	$130.64	$653.20
2.19	8 X 3/4 BRS SAD	5	EA		$141.94	$709.70	$133.07	$762.55	$128.71	$643.55
2.20	8 X 2 CC BRS SAD	5	EA		$162.68	$813.40	$152.51	$824.30	$147.53	$737.65
2.21	10 X 3/4 BRS SAD	2	EA		$197.83	$395.66	$164.86	$329.72	$159.48	$318.96
2.22	10 X 1 CC BRS SAD	2	EA		$197.83	$395.66	$164.86	$385.88	$159.48	$318.96
2.23	12X1 CC BRS SAD	4	EA		$205.80	$823.20	$192.94	$87.92	$186.62	$746.48
2.24	2 INCH X 3/4 CC BRASS SADDLE	2	EA		$23.44	$46.88	$21.98	$270.16	$186.62	$373.24
2.25	6X2 CC BRS SAD	2	EA		$144.08	$288.16	$135.08	$305.02	$130.64	$261.28
2.26	8X2 CC BRS SAD	2	EA		$162.68	$325.36	$152.51	$443.06	$147.53	$295.06
2.27	12X2 CC BRS SAD	2	EA		$236.30	$472.60	$221.53	$762.36	$214.28	$428.56
2.28	18 INCH X 1 INCH CC DI SADDLE	2	EA		$406.59	$813.18	$381.18	$861.16	$368.93	$737.86
2.29	24 INCH X 1 INCH IP DI SADDLE	2	EA		$448.90	$897.80	$430.58	$861.16	$407.33	$814.66
			TOTAL			**$10,934.10**		**$16,578.57**		**$15,170.32**
3	Meter Parts									
3.1	3/4 X 10 Meter SETTER	20	EA		$159.06	$3,181.20	$149.12	$2,982.40	$0.00	$0.00
3.2	1 X 10 Meter SETTER	30	EA		$295.24	$8,857.20	$276.79	$8,303.70	$0.00	$0.00
3.3	2 X 12 Meter SETTER	10	EA		$1,115.34	$11,153.40	$1,024.30	$10,243.00	$0.00	$0.00
3.4	5/8 X 3/4 X 7 RESETTER	10	EA		$144.89	$1,448.90	$135.83	$1,358.30	$0.00	$0.00
3.5	1X12 METER RESETTER	10	EA		$271.30	$2,713.00	$250.13	$2,501.30	$0.00	$0.00
3.6	3/4 INCH TAIL PIECE	100	EA		$10.31	$1,031.00	$9.67	$967.00	$9.78	$978.00
3.7	1 INCH TAIL PIECE	2000	EA		$15.87	$31,740.00	$14.88	$29,760.00	$15.08	$30,160.00
3.8	3/4 INCH SGL CHK METER NIPPLE	2000	EA		$26.20	$52,400.00	$24.56	$49,120.00	$24.90	$49,800.00
3.9	3/4 inch dual purpose nut	2000	EA		$0.00	$0.00	$3.76	$7,520.00	$5.25	$10,500.00
3.10	3/4 inch dual purpose nut fiber washer	2000	EA		$0.00	$0.00	$1.10	$2,200.00	$0.35	$700.00
3.11	1 inch dual purpose nut	2000	EA		$0.00	$0.00	$6.03	$12,060.00	$8.36	$16,720.00
3.12	1 inch dual purpose nut fiber washer	2000	EA		$0.00	$0.00	$1.48	$2,960.00	$0.52	$1,040.00
3.13	3/4 INCH SGL CHK METER NIPPLE	2000	EA		$26.20	$52,400.00	$24.56	$49,120.00	$24.90	$49,800.00
3.14	1 INCH SGL CHK METER NIPPLE	2000	EA		$32.83	$65,660.00	$30.78	$61,560.00	$31.20	$62,400.00
3.15	2.5 INCH X 1/8 INCH FH METER GASKETS	2000	EA		$0.00	$0.00	$1.10	$2,200.00	$1.95	$3,900.00
3.16	1.5 INCH BRASS FLG	500	EA		$0.00	$0.00	$43.01	$21,505.00	$43.56	$21,780.00
3.17	1.5 INCH X 1/8 INCH FLANGE GASKET (NOT DROP IN STYLE)	2000	EA		$0.00	$0.00	$1.31	$2,620.00	$2.74	$5,480.00
3.18	1.5 INCH METER FLG BOLT AND GASKET KIT	500	EA		$0.00	$0.00	$5.10	$2,550.00	$4.35	$2,175.00
3.19	2 INCH BRASS FLG	500	EA		$0.00	$0.00	$56.16	$28,080.00	$29.00	$14,500.00
3.20	2 INCH FLANGE GASKET (NOT DROP IN STYLE)	1000	EA		$0.00	$0.00	$1.54	$1,540.00	$3.46	$3,460.00
3.21	2 INCH METER FLG BOLT AND GASKET KIT	500	EA		$0.00	$0.00	$5.25	$2,625.00	$4.60	$2,300.00

3.22	2 INCH MIP X 2.5 INCH FNST SWIVEL ADAPTER	200	EA		$0.00	$0.00	$64.98	$12,996.00	$37.54	$7,508.00
3.23	3 INCH METER FLG SET BOLT AND GASKET KIT	10	EA		$0.00	$0.00	$5.99	$59.90	$11.30	$113.00
3.24	4 INCH METER FLG SET BOLT AND GASKET KIT	15	EA		$0.00	$0.00	$9.69	$145.35	$21.15	$317.25
3.25	6 INCH METER FLG SET BOLT AND GASKET KIT	4	EA		$0.00	$0.00	$14.68	$58.72	$29.35	$117.40
3.26	8 INCH METER FLG SET BOLT AND GASKET KIT	4	EA		$0.00	$0.00	$21.28	$85.12	$34.09	$136.36
3.27	3/4 INCH X 1/8 INCH THK RUBBER MTR WASHER	30	100/pk		$0.00	$0.00	$10.00	$300.00	$9.00	$270.00
3.28	1 INCH X 1/8 INCH THK RUBBER METER WASHER	30	100/pk		$0.00	$0.00	$12.00	$360.00	$11.26	$337.80
3.29	EJ BROOKS BARREL LOCK WITH DUST CAP	200	EA		$0.00	$0.00	$6.01	$1,202.00	$3.35	$670.00
3.30	2 INCH RPZ BACKFLOW DEVICE	50	EA		$716.12	$35,806.00	$758.25	$37,912.50	$678.43	$33,921.50
3.31	DFW 37A-CELINA BOX AND LID	100	EA		$138.53	$13,853.00	$132.64	$13,264.00	$131.24	$13,124.00
3.32	DFW 65C-CELINA BOX AND LID	100	EA		$249.38	$24,938.00	$238.77	$23,877.00	$236.25	$23,625.00
3.33	DFW 37A MEER LIDS ONLY BOTH PIECES	200	EA		$65.10	$13,020.00	$62.33	$12,466.00	$61.99	$12,398.00
3.34	3/4 INCH SCH40 PVC PIPE SWB 20 FEET WH	20	EA		$0.00	$0.00	$17.00	$340.00	$14.25	$285.00
3.35	1 Inch Idlers 1.25 inch X 10.75 inch sch 80 pvc	500	EA		$0.00	$0.00	$12.01	$6,005.00	$15.95	$7,975.00
3.36	Meter Box Security Bolt	100	EA		$0.00	$0.00	$5.00	$500.00	$3.45	$345.00
3.37	Meter Box Security Bolt Clip	100	EA		$0.00	$0.00	$5.00	$500.00	$0.45	$45.00
3.38	1 to 3/4 inch Brass reducers	50	EA		$0.00	$0.00	$18.08	$904.00	$13.16	$658.00
3.39	1 INCH SCH40 PVC PIPE SWB 20 FEET	100	EA		$0.00	$0.00	$17.00	$1,700.00	$16.74	$1,674.00
3.40	2 INCH SCH40 PVC PIPE SWB 20 FEET	100	EA		$0.00	$0.00	$39.80	$3,980.00	$36.30	$3,630.00
	TOTAL					**$318,201.70**		**$418,431.29**		**$382,843.31**
4	Pipe									
4.1	3 INCH DR 14 C900 PVC PIPE	200	FT		No Bid		$0.00	$0.00	$2.89	$578.00
4.2	4 INCH DR 14 C900 PVC PIPE	200	FT		No Bid		$8.21	$1,642.00	$7.95	$1,590.00
4.3	6 INCH DR14 C900 PVC PIPE	200	FT		No Bid		$16.59	$3,318.00	$16.06	$3,212.00
4.4	8 INCH DR14 C900 PVC PIPE	200	FT		No Bid		$28.58	$5,716.00	$27.67	$5,534.00
4.5	10 INCH DR14 C900 PVC PIPE	200	FT		No Bid		$43.57	$8,714.00	$42.19	$8,438.00
4.6	12 INCH DR18 C900 PVC PIPE	200	FT		No Bid		$61.59	$12,318.00	$59.64	$11,928.00
4.7	16 INCH DR18 C900 PVC PIPE	200	FT		No Bid		$85.00	$17,000.00	$94.77	$18,954.00
4.8	18 INCH DR18 C900 PVC PIPE	200	FT		No Bid		$109.57	$21,914.00	$119.18	$23,836.00
4.9	20 INCH DR18 C900 PVC PIPE	200	FT		No Bid		$180.00	$36,000.00	$146.92	$29,384.00
4.10	24 INCH DR18 C900 PVC PIPE	200	FT		No Bid		$190.00	$38,000.00	$211.87	$42,374.00
4.11	36 INCH DR18 C900 PVC PIPE	200	FT		No Bid		$200.00	$40,000.00	$436.84	$87,368.00
4.12	3/4 INCH X 100 FEET CTS DR9 PE TUBING	200	FT		No Bid		$0.43	$86.00	$0.29	$58.00
4.13	1 INCH X 100 FEET CTS DR9 PE TUBING	2000	FT		No Bid		$0.70	$1,400.00	$0.49	$980.00
4.14	1-1/2 INCH X 100 FEET DR9 PE TUBING	100	FT		No Bid		$1.33	$133.00	$1.02	$102.00
4.15	2 INCH X 100 FEET CTS DR9 PE TUBING	200	FT		No Bid		$2.50	$500.00	$1.75	$350.00
4.16	1/2 inch IRRIGATION DRIP LINE (100 FOOT ROLLS)	5	FT		No Bid		$35.00	$175.00	$0.00	$0.00
4.17	1/2 INCH IRRIGATION DRIP LINE STRAIGHT COUPLINGS	100	FT		No Bid		$5.00	$500.00	$0.00	$0.00
4.18	1/2 INCH IRRIGATION DRIP LINE TEE COUPLINGS	100	FT		No Bid		$5.00	$500.00	$0.00	$0.00
4.19	1/2 INCH IRRIGATION DRIP LINE 90 COUPLINGS	100	FT		No Bid		$5.00	$500.00	$0.00	$0.00
	TOTAL							**$188,416.00**		**$234,686.00**
5	Clamps, Dressers, Gasket Bolt Packs Sleeves	1								
5.1	3/4X6 REDI-CLMP	10	EA		$100.19	$1,001.90	$55.05	$550.50	$13.86	$138.60
5.2	1 X 3 REDI-CLAMP	10	EA		$50.30	$503.00	$27.55	$275.50	$8.13	$81.30
5.3	1X6 REDI-CLAMP	10	EA		$101.00	$1,010.00	$55.46	$554.60	$14.76	$147.60
5.4	1-1/4 X 6 REDI-CLAMP	10	EA		$102.81	$1,028.10	$56.14	$561.40	$15.56	$155.60
5.5	1-1/2 X 6 REDI-CLAMP	10	EA		$104.13	$1,041.30	$57.22	$572.20	$16.89	$168.90
5.6	2 INCH COLLAR CLAMP	10	EA		$141.52	$1,415.20	$67.23	$672.30	$66.16	$661.60
5.7	2 X 7-1/2 CLAMP	10	EA		$76.26	$762.60	$63.22	$632.20	$62.21	$622.10
5.8	3 X 7 CLAMP	10	EA		$92.66	$926.60	$70.32	$703.20	$67.35	$673.50
5.9	4 X 7 CLAMP	10	EA		$99.91	$999.10	$78.04	$780.40	$73.97	$739.70
5.10	4 X 15 CLAMP	10	EA		$197.51	$1,975.10	$154.27	$1,542.70	$145.62	$1,456.20
5.11	6 INCH X 7 INCH CLAMP (AC PIPE)	10	EA		$117.96	$1,179.60	$93.48	$934.80	$91.72	$917.20
5.12	8 INCH X 7 INCH CLAMP (AC PIPE)	10	EA		$138.44	$1,384.40	$112.61	$1,126.10	$110.48	$1,104.80
5.13	8 INCH X 15 INCH CLAMP (AC PIPE)	10	EA		$269.08	$2,690.80	$213.25	$2,132.50	$209.22	$2,092.20
5.14	8 INCH X 15 INCH CLAMP	10	EA		$269.08	$2,690.80	$210.23	$2,102.30	$209.22	$2,092.20
5.15	6 INCH X 7 INCH CLAMP	10	EA		$117.96	$1,179.60	$92.10	$921.00	$90.36	$903.60
5.16	6 INCH X 15 INCH CLAMP	10	EA		$224.59	$2,245.90	$171.19	$1,711.90	$167.96	$1,679.60
5.17	6 INCH X 20 INCH CLAMP	10	EA		$319.59	$3,195.90	$248.04	$2,480.40	$243.37	$2,433.70
5.18	8 INCH X 20 INCH CLAMP	10	EA		$365.97	$3,659.70	$291.25	$2,912.50	$285.76	$2,857.60
5.19	3 X 4-1/2 CLAMP	10	EA		$48.02	$480.20	$70.32	$703.20	$125.47	$1,254.70
5.20	226-048012-000 4X12-1/2 CLAMP	10	EA		$168.46	$1,684.60	$127.90	$1,279.00	$125.47	$1,254.70
5.21	226-066312-000 6X12-1/2 CLAMP	10	EA		$188.62	$1,886.20	$145.19	$1,451.90	$142.44	$1,424.40
5.22	226-069012-000 6X12-1/2 CLAMP	10	EA		$188.62	$1,886.20	$147.31	$1,473.10	$144.52	$1,445.20

Attachment: Bid Tabulation by Supplier Award (2023-011 Water and Wastewater Parts & Accessories)

5.23	226-090512-000 8X12-1/2 CLAMP	10	EA		$221.73	$2,217.30	$176.43	$1,764.30	$173.09	$1,730.90
5.24	226-132012-000 12 X 12.5 CLAMP	10	EA		$329.22	$3,292.20	$243.42	$2,434.20	$238.83	$2,388.30
5.25	226-132012-000 12X12-1/2 CLAMP	10	EA		$329.22	$3,292.20	$243.42	$2,434.20	$238.83	$2,388.30
5.26	6 INCH BELL JOINT LEAK CLAMP - LONG BOLTS	10	EA		$283.43	$2,834.30	$189.84	$1,898.40	$185.57	$1,855.70
5.27	8 INCH BELL JOINT LEAK CLAMP	10	EA		$391.64	$3,916.40	$261.81	$2,618.10	$257.29	$2,572.90
5.28	12 INCH BELL JOINT LEAK CLAMP	10	EA		$532.26	$5,322.60	$351.85	$3,518.50	$345.79	$3,457.90
5.29	3/4 INCH X 5 INCH CPLG	10	EA		$49.00	$490.00	$29.51	$295.10	$29.94	$299.40
5.30	1 INCH X 5 INCH STL CPLG	10	EA		$50.73	$507.30	$30.53	$305.30	$29.94	$299.40
5.31	1-1/4 INCH X 5 INCH CPLG	10	EA		$53.02	$530.20	$31.97	$319.70	$31.35	$313.50
5.32	1-1/2 INCH X 5 INCH CPLG	10	EA		$63.39	$633.90	$38.17	$381.70	$37.43	$374.30
5.33	2 INCH X 5 INCH STL CPLG	10	EA		$77.34	$773.40	$48.90	$489.00	$47.96	$479.60
5.34	3 INCH HYMAX LONG	10	EA		$250.74	$2,507.40	$240.07	$2,400.70	$218.45	$2,184.50
5.35	4 INCH HYMAX LONG	10	EA		$363.49	$3,634.90	$348.02	$3,480.20	$316.93	$3,169.30
5.36	2 INCH X 12 INCH STL CPLG	10	EA		$0.00	$0.00	$67.74	$677.40	$66.43	$664.30
5.37	6 INCH HYMAX LONG	10	EA		$484.32	$4,843.20	$463.71	$4,637.10	$421.92	$4,219.20
5.38	8 INCH HYMAX LONG	10	EA		$541.51	$5,415.10	$518.47	$5,184.70	$471.15	$4,711.50
5.39	12 INCH LONG HYMAX	10	EA		$815.42	$8,154.20	$734.44	$7,344.40	$668.41	$6,684.10
5.40	16 INCH LONG HYMAX	10	EA		$2,181.58	$21,815.80	$2,066.76	$20,667.60	$1,190.09	$11,900.90
5.41	18 INCH LONG HYMAX	10	EA		$2,508.22	$25,082.20	$2,376.21	$23,762.10	$1,567.41	$15,674.10
5.42	24 INCH LONG HYMAX	10	EA		$2,805.26	$28,052.60	$2,657.61	$26,576.10	$1,567.41	$15,674.10
5.43	10 INCH SHORT HYMAX	10	EA		$425.91	$4,259.10	$407.38	$4,073.80	$365.54	$3,655.40
5.44	12 INCH SHORT HYMAX	10	EA		$502.21	$5,022.10	$480.84	$4,808.40	$446.66	$4,466.60
5.45	6 INCH MJ CAP	10	EA		$79.44	$794.40	$77.72	$777.20	$75.26	$752.60
5.46	8 INCH MJ CAP	10	EA		$123.14	$1,231.40	$120.47	$1,204.70	$116.66	$1,166.60
5.47	3 INCH ROMAC ALPHA COUPLERS	10	EA		$0.00	$0.00	$246.39	$2,463.90	$0.00	$0.00
5.48	4 INCH ROMAC ALPHA COUPLERS	10	EA		380.61	3806.1	$274.75	$2,747.50	$380.61	$3,806.10
5.49	6 INCH ROMAC ALPHA COUPLERS	10	EA		$524.21	$5,242.10	$378.40	$3,784.00	$524.25	$5,242.50
5.50	8 INCH ROMAC ALPHA COUPLERS	10	EA		$677.07	$6,770.70	$488.73	$4,887.30	$677.09	$6,770.90
5.51	10 INCH ROMAC ALPHA COUPLERS	10	EA		$859.44	$8,594.40	$620.38	$6,203.80	$859.45	$8,594.50
5.52	12 INCH ROMAC ALPHA COUPLERS	10	EA		$1,011.84	$10,118.40	$730.39	$7,303.90	$1,011.85	$10,118.50
5.53	14 INCH ROMAC ALPHA COUPLERS	10	EA		$1,814.28	$18,142.80	$1,718.79	$17,187.90	$3,116.95	$31,169.50
5.54	16 INCH ROMAC ALPHA COUPLERS	10	EA		$1,997.82	$19,978.20	$1,892.67	$18,926.70	$3,116.95	$31,169.50
5.55	3 INCH MJ PVC RESTRAINT W/ASSC	10	EA		$53.21	$532.10	$52.05	$520.50	$44.81	$448.10
5.56	4 INCH MJ PVC RESTRAINT W/ASSC	10	EA		$57.28	$572.80	$56.03	$560.30	$48.24	$482.40
5.57	6 INCH MJ L/P DI SLEEVE USA	10	EA		$135.86	$1,358.60	$132.90	$1,329.00	$128.71	$1,287.10
5.58	6 INCH MJ PVC RESTRAINT W/ASSC	10	EA		$73.07	$730.70	$71.48	$714.80	$61.53	$615.30
5.59	8 INCH MJ L/P DI SLEEVE USA	10	EA		$176.37	$1,763.70	$172.53	$1,725.30	$167.08	$1,670.80
5.60	8 INCH MJ PVC RESTRAINT W/ASSC	10	EA		$97.84	$978.40	$95.72	$957.20	$82.40	$824.00
5.61	10 INCH MJ PVC RESTRAINT W/ACCS	10	EA		$166.20	$1,662.00	$162.59	$1,625.90	$139.96	$1,399.60
5.62	10 INCH MJ DI LONG SLEEVE w/ ACCS	10	EA		$262.97	$2,629.70	$344.29	$3,442.90	$529.05	$5,290.50
5.63	10 INCH MJ PLUG w/ ACCS	10	EA		$169.22	$1,692.20	$209.06	$2,090.60	$347.33	$3,473.30
5.64	12 INCH MJ L/P DI SLEEVE USA	10	EA		$355.12	$3,551.20	$347.40	$3,474.00	$336.43	$3,364.30
5.65	12 INCH MJ PVC RESTRAINT W/ASSC	10	EA		$174.93	$1,749.30	$171.13	$1,711.30	$147.31	$1,473.10
5.66	16 INCH MJ L/P DI SLEEVE USA	10	EA		$889.78	$8,897.80	$851.92	$8,519.20	$842.95	$8,429.50
5.67	16 INCH MJ PVC RESTRAINT W/ASSC	10	EA		$337.33	$3,373.30	$322.98	$3,229.80	$284.07	$2,840.70
5.68	18 INCH MJ L/P DI SLEEVE USA	10	EA		$1,177.37	$11,773.70	$1,127.27	$11,272.70	$1,115.40	$11,154.00
5.69	18 INCH MJ PVC RESTRAINT W/ASSC	10	EA		$405.48	$4,054.80	$388.22	$3,882.20	$324.38	$3,243.80
5.70	20 INCH MJ L/P DI SLEEVE USA	10	EA		$1,424.44	$14,244.40	$1,363.83	$13,638.30	$1,349.47	$13,494.70
5.71	20 INCH MJ PVC RESTRAINT W/ASSC	10	EA		$496.07	$4,960.70	$474.96	$4,749.60	$417.74	$4,177.40
5.72	24 INCH MJ L/P DI SLEEVE USA	10	EA		$1,966.26	$19,662.60	$1,882.59	$18,825.90	$1,862.77	$18,627.70
5.73	24 INCH MJ PVC RESTRAINT W/ASSC	10	EA		$576.38	$5,763.80	$551.85	$5,518.50	$485.37	$4,853.70
5.74	36 INCH MJ L/P DI SLEEVE USA	10	EA		$7,081.68	$70,816.80	$6,570.63	$65,706.30	$6,708.96	$67,089.60
5.75	36 INCH MJ PVC RESTRAINT W/ASSC	10	EA		$2,070.27	$20,702.70	$1,920.87	$19,208.70	$1,634.42	$16,344.20
	TOTAL					**$423,573.00**		**$384,334.60**		**$382,843.70**
6	Tees and Bends									
6.1	3 INCH MJ 45 BEND USA	2	EA		$81.83	$163.66	$80.06	$160.12	$77.53	$155.06
6.2	3 INCH MJ 90 BEND USA	2	EA		$98.51	$197.02	$96.37	$192.74	$93.33	$186.66
6.3	3 INCH MJ TEE USA	2	EA		$131.09	$262.18	$128.24	$256.48	$124.19	$248.38
6.4	3 MJ LOCKING RESTRAINT W/ASSC	6	EA		$53.21	$319.26	$52.06	$312.36	$44.81	$268.86
6.5	4 INCH MJ 45 BEND USA	2	EA		$81.83	$163.66	$80.06	$160.12	$93.33	$186.66
6.6	4 INCH 90 BEND USA	2	EA		$98.51	$197.02	$96.37	$192.74	$77.53	$155.06
6.7	4 INCH MJ TEE USA	2	EA		$131.09	$262.18	$128.24	$256.48	$124.19	$248.38
6.8	4 MJ LOCKING RESTRAINTS W/ASSC	6	EA		$57.28	$343.68	$56.03	$336.18	$48.24	$289.44
6.9	6 INCH MJ TEE USA	2	EA		$222.44	$444.88	$217.61	$435.22	$210.74	$421.48
6.10	8 INCH X 6 INCH FLANGE TEE	2	EA		$1,042.31	$2,084.62	$967.10	$1,934.20	$987.45	$1,974.90
6.11	8 INCH MJ TEE USA	2	EA		$329.70	$659.40	$322.54	$645.08	$312.35	$624.70
6.12	6 INCH X 6 INCH MJXFLG TEE USA CP DI C153	2	EA		$275.68	$551.36	$269.69	$539.38	$261.17	$522.34
6.13	8 INCH X 8 INCH MJXFLG TEE USA CP DI C153	2	EA		$440.92	$881.84	$431.34	$862.68	$417.72	$835.44
6.14	8 INCH MJ CROSS US DI C153	2	EA		$489.38	$978.76	$454.06	$908.12	$463.62	$927.24
6.15	12 INCH MJXFLG TEE C110 USA	1	EA		$2,039.34	$2,039.34	$828.34	$828.34	$819.62	$819.62
6.16	6 INCH FLANGE TEE C110 USA	1	EA		$557.70	$557.70	$497.56	$497.56	$508.03	$508.03
6.17	8 INCH FLANGE TEE C110 USA	1	EA		$1,036.76	$1,036.76	$961.94	$961.94	$982.19	$982.19

6.18	12 INCH FLANGE TEE C110 USA	1	EA		$2,272.91	$2,272.91	$2,108.89	$2,108.89	$2,153.28	$2,153.28
6.19	6 INCH MJ 11.25 BEND DI C153	2	EA		$119.97	$239.94	$117.36	$234.72	$113.65	$227.30
6.20	6 INCH MJ 22.5 BEND DI C153	2	EA		$115.99	$231.98	$113.47	$226.94	$109.88	$219.76
6.21	6 INCH MJXFLG 90 BEND	2	EA		$262.17	$524.34	$251.01	$502.02	$248.37	$496.74
6.22	6 INCH MJ 90 BEND USA CP DI C153	2	EA		$154.92	$309.84	$151.56	$303.12	$146.77	$293.54
6.23	8 INCH MJ 90 BEND USA	2	EA		$224.83	$449.66	$219.95	$439.90	$213.00	$426.00
6.24	10 INCH MJ 45 BEND DI C153	2	EA		$259.79	$519.58	$254.14	$508.28	$246.12	$492.24
6.25	10 INCH MJ 90 BEND DI C153	2	EA		$390.87	$781.74	$382.37	$764.74	$370.29	$740.58
6.26	12 INCH MJ 90 BEND USA	2	EA		$708.46	$1,416.92	$552.58	$1,105.16	$535.13	$1,070.26
6.27	12 INCH MJ 90 BEND USA	2	EA		$708.46	$1,416.92	$552.58	$1,105.16	$535.13	$1,070.26
6.28	6 INCH MJ 45 BEND USA	2	EA		$127.11	$254.22	$124.35	$248.70	$120.42	$240.84
6.29	8 INCH MJ 45 BEND USA	2	EA		$179.54	$359.08	$175.64	$351.28	$170.09	$340.18
6.30	12 INCH MJ 45 BEND USA	2	EA		$448.87	$897.74	$439.11	$878.22	$751.13	$1,502.26
6.31	6 INCH MJ TRAN ACC SET L/GLAND	10	EA		$41.31	$413.10	$39.55	$395.50	$27.85	$278.50
6.32	6 INCH MJ X FLG TEE	2	EA		$275.68	$551.36	$269.69	$539.38	$261.17	$522.34
6.33	6 INCH FLANGE BOLT GASKET KIT	5	EA		$0.00	$0.00	$14.68	$73.40	$25.60	$128.00
6.34	6 INCH X 6 INCH SWXSW GRADELOK OFFSET	10	EA		$0.00	$0.00	$306.35	$3,063.50	$625.79	$6,257.90
6.35	6 INCH X 12 INCH SWXSW GRADELOK OFFSET	10	EA		$0.00	$0.00	$500.54	$5,005.40	$705.95	$7,059.50
6.36	3 INCH MJ RW GV OL w/ACC	2	EA		$0.00	$0.00	$554.80	$1,109.60	$624.15	$1,248.30
6.37	4 INCH MJ RW GV OL w/ACC	2	EA		$0.00	$0.00	$619.67	$1,239.34	$693.79	$1,387.58
6.38	6 INCHFL RW GV OL w/ACC	2	EA		$0.00	$0.00	$788.38	$1,576.76	$842.52	$1,685.04
6.39	8 INCHFL RW GV OL w/ACC	2	EA		$0.00	$0.00	$1,228.67	$2,457.34	$1,300.53	$2,601.06
6.40	10 INCHFL RW GV OL w/ACC	2	EA		$0.00	$0.00	$1,954.64	$3,909.28	$2,086.16	$4,172.32
6.41	12 INCHFL RW GV OL w/ACC	2	EA		$0.00	$0.00	$2,358.44	$4,716.88	$2,478.98	$4,957.96
6.42	16 INCH MJ 45 BEND USA	4	EA		$990.68	$3,962.72	$948.52	$3,794.08	$938.54	$3,754.16
6.43	18 INCH MJ 45 BEND USA	4	EA		$1,306.87	$5,227.48	$1,251.26	$5,005.04	$1,238.08	$4,952.32
6.44	20 INCH MJ 45 BEND USA	4	EA		$1,542.81	$6,171.24	$1,431.48	$5,725.92	$1,461.61	$5,846.44
6.45	24 INCH MJ 45 BEND USA	4	EA		$2,234.78	$8,939.12	$2,073.51	$8,294.04	$2,117.16	$8,468.64
6.46	36 INCH MJ 45 BEND USA	4	EA		$9,303.74	$37,214.96	$8,632.34	$34,529.36	$8,814.07	$35,256.28
6.47	16 INCH MJ 90 BEND USA	4	EA		$1,288.59	$5,154.36	$1,233.76	$4,935.04	$1,220.77	$4,883.08
6.48	18 INCH MJ 90 BEND USA	4	EA		$1,760.49	$7,041.96	$1,685.58	$6,742.32	$1,667.83	$6,671.32
6.49	20 INCH MJ 90 BEND USA	4	EA		$2,356.32	$9,425.28	$2,186.28	$8,745.12	$2,232.31	$8,929.24
6.50	24 INCH MJ 90 BEND USA	4	EA		$5,364.09	$21,456.36	$4,976.99	$19,907.96	$5,081.77	$20,327.08
6.51	36 INCH MJ 90 BEND USA	4	EA		$11,316.87	$45,267.48	$10,500.19	$42,000.76	$10,721.24	$42,884.96
	TOTAL					**$171,643.61**		**$182,022.89**		**$190,899.70**
7	Valves									
7.1	2 INCH BRASS GATE VALVE FIPT FULL PORT	35	EA				$239.80	$8,393.00	$75.25	$2,633.75
7.2	6 INCH MJ RW GV OL w/ACC	2	EA				$785.34	$1,570.68	$885.28	$1,770.56
7.3	8 INCH MJ RW GV OL w/ACC	2	EA				$1,227.85	$2,455.70	$1,381.83	$2,763.66
7.4	12 INCH MJ RW GV OL w/ACC	2	EA				$2,391.54	$4,783.08	$2,690.00	$5,380.00
7.5	6 INCH MJ X FLG RW GV OL w/ACC	2	EA				$772.81	$1,545.62	$848.75	$1,697.50
7.6	8 INCH MJ X FLG RW GV OL w/Acc	2	EA				$1,195.31	$2,390.62	$1,355.85	$2,711.70
7.7	12 INCH MJ X FLG RW GV OL w/acc	2	EA				$2,280.18	$4,560.36	$2,580.24	$5,160.48
7.8	16 INCH MJ RW GV OL w/ACC	2	EA				$7,693.11	$15,386.22	$8,597.69	$17,195.38
7.9	18 INCH MJ RW GV OL w/ACC	2	EA				$15,215.60	$30,431.20	$16,605.71	$33,211.42
7.10	20 INCH MJ RW GV OL W/ACC	2	EA				$17,738.80	$35,477.60	$19,399.76	$38,799.52
7.11	24 INCH MJ RW GV OL W/ACC	2	EA				$24,643.34	$49,286.68	$26,658.90	$53,317.80
7.12	36 INCH MJ RW GV OL W/ACC	2	EA				$61,862.52	$123,725.04	$68,679.37	$137,358.74
	TOTAL							**$280,005.80**		**$302,000.51**
8	Fire Hydrants and Parts									
8.1	12 INCH HYDRANT EXTENSION ALL BRANDS	10	EA				$414.89	$4,148.90	$711.02	$7,110.20
8.2	24 INCH HYDRANT EXTENSION ALL BRANDS	3	EA				$544.68	$1,634.04	$876.59	$2,629.77
8.3	5 FOOT BURY FIRE HYDRANTS	5	EA				$3,045.72	$15,228.60	$3,017.58	$15,087.90
8.4	HYDRANT MAIN LINE VALVE REPAIR KITS All BRANDS (MUELLER, WATEROUS, CLOW, KENNEDY, AVK, EJ, WATER MASTER)	5	EA				$643.37	$3,216.85	$382.45	$1,912.25
8.5	HYDRANT FLANGE REPAIR KITS ALL BRANDS (MUELLER, WATEROUS, CLOW, KENNEDY, AVK, EJ, WATER MASTER)	5	EA				$192.55	$962.75	$395.56	$1,977.80
8.6	HYDRANT BREAK AWAY KIT ALL BRANDS (MUELLER, WATEROUS, CLOW, KENNEDY, AVK, EJ, WATER MASTER)	10	EA				$192.55	$1,925.50	$395.56	$3,955.60
	TOTAL							**$27,116.64**		**$32,673.52**
9	Valve Box and Accessories									
9.1	18 INCH-24 INCH VLV BOX W/LID DOM	10	EA		$136.77	$1,367.70	$127.87	$1,278.70	$121.14	$1,211.40
9.2	18 INCH-24 INCH VLV BOX W/LID DOM (COMPOSITE)	10	EA		$87.72	$877.20	$87.72	$877.20	$82.85	$828.50
9.3	24 INCH-36 INCH VLV BOX W/LID DOM	10	EA		$186.24	$1,862.40	$168.00	$1,680.00	$159.16	$1,591.60

Attachment: Bid Tabulation by Supplier Award (2023-011 Water and Wastewater Parts & Accessories)

9.4	24 INCH-36 INCH VLV BOX W/LID DOM (COMPOSITE)	10	EA		$105.74	$1,057.40	$117.65	$1,176.50	$105.74	$1,057.40
9.5	39 INCH-60 INCH VLV BOX W/LID DOM	10	EA		$251.30	$2,513.00	$237.07	$2,370.70	$224.59	$2,245.90
9.6	39 INCH-60 INCH VLV BOX W/LID DOM (COMPOSITE)	10	EA		$117.09	$1,170.90	$117.09	$1,170.90	$117.09	$1,170.90
9.7	DROP IN VALVE BOX LID FOR ADJUSTABLE STACKS	10	EA		$26.10	$261.00	$19.60	$196.00	$18.57	$185.70
9.8	MUSHROOM TYPE VALVE LID	10	EA		$0.00	$0.00	$53.99	$539.90	$18.57	$185.70
9.9	1 INCH VALVE BOX Riser	6	EA		$13.07	$78.42	$13.07	$78.42	$12.38	$74.28
9.10	2 INCH VALVE BOX Riser	6	EA		$20.53	$123.18	$20.53	$123.18	$19.45	$116.70
9.11	3 INCH VALVE BOX Riser	6	EA		$34.53	$207.18	$34.53	$207.18	$32.72	$196.32
9.12	4 INCH VALVE BOX Riser	10	EA		$48.53	$485.30	$48.53	$485.30	$45.98	$459.80
9.13	6 INCH VALVE BOX Riser	10	EA		$0.00	$0.00	$125.19	$1,251.90	$65.44	$654.40
	TOTAL					**10003.68**		**$11,435.88**		**$9,978.60**
10	4 inch Wastewater									
10.1	4 INCH 90 DEGREE (GASKET) SDR35	25	EA		$7.72	$193.00	$17.82	$445.50	$15.95	$398.75
10.2	4 INCH 45 DEGREE ELBOW BEND (GASKET)	25	EA		$18.20	$455.00	$11.34	$283.50	$10.15	$253.75
10.3	4 INCH SDR35 COUPLING STRAIGHT (GASKET)	25	EA		$22.49	$562.25	$14.01	$350.25	$12.54	$313.50
10.4	4 INCH 22 DEGREE BEND SDR35 (GASKET)	25	EA		$18.18	$454.50	$11.31	$282.75	$10.12	$253.00
10.5	4 INCH SOLVENT WELD CAP (SDR35)	50	EA		$3.84	$192.00	$2.53	$126.50	$2.26	$113.00
10.6	4 INCH SCH 40 SOLVENT WELD CAPS DWV	50	EA		$6.04	$302.00	$14.22	$711.00	$12.25	$612.50
10.7	4 INCH STRAIGHT COUPLING (GLUE) SDR 35	50	EA		$4.40	$220.00	$2.88	$144.00	$2.58	$129.00
10.8	4 INCH GRIPPER PLUG INSIDE	20	EA		$0.00	$0.00	$7.26	$145.20	$7.29	$145.80
10.9	6 INCH GRIPPER PLUG INSIDE	20	EA		$0.00	$0.00	$19.65	$393.00	$21.88	$437.60
10.10	6 INCH SDR35 Pipe (14 FT)	280	FT		$0.00	$0.00	$6.00	$1,680.00	$6.15	$1,722.00
10.11	4 INCH C/T ADPT PVC x PVC	50	EA		$0.00	$0.00	$5.30	$265.00	$5.18	$259.00
10.12	4 INCH C/T ADPT CLAY x PVC	50	EA		$0.00	$0.00	$5.30	$265.00	$5.18	$259.00
10.13	4 INCH GRIPPER PLUG (OUTSIDE)	20	EA		$0.00	$0.00	$7.25	$145.00	$6.65	$133.00
10.14	4 INCH RUBBER TEST CAP	50	EA		$0.00	$0.00	$2.57	$128.50	$3.20	$160.00
10.15	4 INCH SDR35 WYE (HUB)	50	EA		$12.11	$605.50	$7.97	$398.50	$7.13	$356.50
10.16	4 INCH SDR35 TEE (HUB)	30	EA		$8.73	$261.90	$6.00	$180.00	$5.36	$160.80
10.17	4 INCH 22 DEGREE ELBOW (HUB)	50	EA		$7.29	$364.50	$4.80	$240.00	$4.30	$215.00
10.18	4 INCH 45 DEGREE ELBOW (HUB)	50	EA		$6.63	$331.50	$4.37	$218.50	$3.90	$195.00
10.19	4 INCH SDR35 PIPE (14 FT)	420	ft.		$0.00	$0.00	$2.60	$1,092.00	$2.66	$1,117.20
10.20	4 INCH SEWER CAPS 4	20	EA		$6.04	$120.80	$7.32	$146.40	$6.90	$138.00
10.21	4 INCH - 22 DEGREE SCH 40	50	EA		$17.14	$857.00	$12.12	$606.00	$27.75	$1,387.50
10.22	4 INCH - 45 DEGREE SCH 40	50	EA		$20.30	$1,015.00	$14.45	$722.50	$29.18	$1,459.00
10.23	4 INCH - 90 DEGREE SDR 35	50	EA		$7.72	$386.00	$5.08	$254.00	$16.83	$841.50
10.24	4 INCH - 90 DEGREE SCH 40	50	EA		$24.44	$1,222.00	$11.08	$554.00	$35.21	$1,760.50
10.25	4 INCH CLEAN OUT ASSEMBLY WITH CAPS	50	EA		$0.00	$0.00	$17.33	$866.50	$8.60	$430.00
10.26	4 INCH WYE SCH 40	50	EA		$40.98	$2,049.00	$62.09	$3,104.50	$59.10	$2,955.00
10.27	4 INCH TEE SCH 40	50	EA		$32.94	$1,647.00	$16.46	$823.00	$47.58	$2,379.00
10.28	4 INCH GLUE CAPS SCH 40	50	EA		$6.04	$302.00	$6.92	$346.00	$9.55	$477.50
10.29	4 INCH PIPE SDR 26	420	FT		$0.00	$0.00	$3.57	$1,499.40	$3.65	$1,533.00
10.30	4 INCH CAST IRON TRAFFIC RATED CLEAN OUT ASSEMBLY WITH CAPS	25	EA		$0.00	$0.00	$79.55	$1,988.75	$81.61	$2,040.25
10.31	4 INCH TRAFFICE RATED CLEAN OUT ASSEMBLY PLASTIC	50	EA		$0.00	$0.00	$26.06	$1,303.00	$22.18	$1,109.00
10.32	4 INCH CLEAN OUT CAPS & COUPLING (SCREW TYPE)	25	EA		$11.48	$287.00	$9.23	$230.75	$8.60	$215.00
10.33	4 INCH CLEAN OUT CAPS (SCREW)	20	EA		$6.10	$122.00	$3.49	$69.80	$5.13	$102.60
10.34	4 INCH SCH40 COUPLING (GLUE)	50	EA		$0.00	$0.00	$5.12	$256.00	$3.47	$173.50
10.35	4 INCH SCH40 X SDR35 COUPLING (GLUE)	50	EA		$0.00	$0.00	$14.01	$700.50	$13.25	$662.50
10.36	4 INCH SCH40 X SDR35 COUPLING 45 DEGREE (GLUE)	50	EA		$0.00	$0.00	$14.45	$722.50	$13.25	$662.50
10.37	4 INCHX6INCH RUBBER ADAPTER	20	EA		$0.00	$0.00	$13.28	$265.60	$12.99	$259.80
10.38	4 INCH HYMAX 2 BOLT COUPLING	20	EA		$0.00	$0.00	$211.79	$4,235.80	$316.93	$6,338.60
10.39	4 INCH TOP BOLT SMITH BLAIR DRESSER	20	EA		$0.00	$0.00	$195.39	$3,907.80	$316.93	$6,338.60
10.40	4 INCH SCH40 PIPE	280	FT		$0.00	$0.00	$4.35	$1,218.00	$5.85	$1,638.00
10.41	ROMAC FCA501-4.81 DRESSER	10	EA		$0.00	$0.00	$269.34	$2,693.40	$219.16	$2,191.60
	TOTAL					**$11,949.95**		**$34,008.40**		**$42,327.35**
11	6 inch Wastewater									
11.1	6 INCH - 22 DEGREE SDR 35	10	EA				$22.33	$223.30	$19.98	$199.80
11.2	6 INCH - 22 DEGREE SCH 40	10	EA				$67.78	$677.80	$135.68	$1,356.80
11.3	6 INCH - 45 DEGREE SDR 35	10	EA				$23.01	$230.10	$20.59	$205.90
11.4	6 INCH - 45 DEGREE SCH 40	10	EA				$35.69	$356.90	$39.44	$394.40
11.5	6 INCH - 90 DEGREE SDR 35	10	EA				$26.24	$262.40	$24.78	$247.80
11.6	6 INCH - 90 DEGREE SCH 40	10	EA				$35.27	$352.70	$38.97	$389.70
11.7	6 INCH WYE SDR 35	10	EA				$44.87	$448.70	$42.38	$423.80
11.8	6 INCH WYE SCH 40	10	EA				$83.55	$835.50	$161.95	$1,619.50
11.9	6 INCH TEE SDR 35	10	EA				$39.35	$393.50	$37.17	$371.70

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11.10	6 INCH TEE SCH 40	10	EA				$55.41	$554.10	$61.25	$612.50
11.11	6 INCH CLEAN OUT ASSEMBLY WITH CAPS	10	EA				$50.91	$509.10	$28.16	$281.60
11.12	6 INCH GLUE CAPS SDR 35	10	EA				$9.25	$92.50	$8.76	$87.60
11.13	6 INCH GLUE CAPS SCH 40	10	EA				$16.61	$166.10	$18.36	$183.60
11.14	6 INCH PIPE SDR 26	140	FT				$7.98	$1,117.20	$8.16	$1,142.40
11.15	6 INCH CAST IRON TRAFFIC RATED CLEAN OUT ASSEMBLY AND CAPS	10	EA				$360.27	$3,602.70	$352.27	$3,522.70
11.16	6 INCH C/T ADPT CLAY X PVC	25	EA				$11.31	$282.75	$10.50	$262.50
11.17	6 INCH C/T ADPT PVC x PVC	25	EA				$11.31	$282.75	$10.50	$262.50
11.18	6 INCH RUBBER TEST CAP	20	EA				$7.05	$141.00	$4.15	$83.00
11.19	6 INCH 45 DEGREE TAP SADDLE	10	EA				$69.13	$691.30	$74.75	$747.50
11.20	6 INCH CLEAN OUT CAPS (SCREW)	10					$17.54	$175.40	$10.85	$108.50
11.21	6 INCH HYMAX 2 BOLT COUPLING	10	EA				$280.49	$2,804.90	$421.92	$4,219.20
	TOTAL							**$14,200.70**		**$16,723.00**
12	8 ince Wastewater									
12.1	8 INCH - 22 DEGREE SDR 35	10	EA				$64.99	$649.90	$61.38	$613.80
12.2	8 INCH - 22 DEGREE SCH 40	10	EA				$115.79	$1,157.90	$111.40	$1,114.00
12.3	8 INCH -45 DEGREE SDR 35	10	EA				$64.39	$643.90	$60.81	$608.10
12.4	8 INCH -45 DEGREE SCH 40	10	EA				$90.80	$908.00	$118.06	$1,180.60
12.5	8 INCH - 90 DEGREE SDR 35	10	EA				$72.57	$725.70	$68.53	$685.30
12.6	8 INCH - 90 DEGREE SCH 40	10	EA				$90.80	$908.00	$133.36	$1,333.60
12.7	8 INCH WYE SDR 35	10	EA				$122.95	$1,229.50	$116.12	$1,161.20
12.8	8 INCH WYE SCH 40	10	EA				$147.32	$1,473.20	$285.15	$2,851.50
12.9	8 INCH TEE SDR 35	10	EA				$87.31	$873.10	$82.46	$824.60
12.10	8 INCH TEE SCH 40	10	EA				$128.49	$1,284.90	$141.99	$1,419.90
12.11	8 INCH GLUE CAPS SDR 35	10	EA				$30.29	$302.90	$27.11	$271.10
12.12	8 INCH GLUE CAPS SCH 40	10	EA				$41.71	$417.10	$54.43	$544.30
12.13	8 INCH PIPE SDR 26	70	FT				$14.52	$1,016.40	$14.77	$1,033.90
12.14	8 INCHPIPE SDR 35	70	FT				$10.97	$767.90	$10.57	$739.90
12.15	8 INCH RUBBER TEST CAP	20	EA				$10.52	$210.40	$12.92	$258.40
12.16	8 INCH CLAY X PVC RUBBER ADAPTER	5	EA				$17.40	$87.00	$17.01	$85.05
12.17	8 INCH PVC X PVC RUBBER ADAPTER	5	EA				$17.40	$87.00	$17.01	$85.05
12.18	8 INCH X 4INCH GASKET WYE	5	EA				$59.80	$299.00	$52.93	$264.65
12.19	8 INCH SWR GXG COUPLING	10	EA				$47.51	$475.10	$42.51	$425.10
	TOTAL							**$13,516.90**		**$15,500.05**
13	Wastewater Taps and Misc									
13.1	NEG 45 DEGREE RUBBER TAPPING SADDLE	25	EA				$53.05	$1,326.25	$0.00	$0.00
13.2	NEG 90 DEGREE RUBBER TAPPPING SADDLE	25	EA				$45.01	$1,125.25	$0.00	$0.00
13.3	4 INCH x 8 INCH - INSERTATEE	25	EA				$96.86	$2,421.50	$209.68	$5,242.00
13.4	4 INCH x 10 INCH - INSERTATEE	25	EA				$122.16	$3,054.00	$249.68	$6,242.00
13.5	4 INCH x 12 INCH - INSERTATEE	25	EA				$122.16	$3,054.00	$269.98	$6,749.50
13.6	36 INCH BAND CLAMPS	50	EA				$5.00	$250.00	$12.00	$600.00
13.7	4 INCH x 4 INCH - INSERTATEE	25	EA				$138.56	$3,464.00	$209.68	$5,242.00
13.8	4 INCH GRIPPER PLUG INSIDE	20	EA				$7.26	$145.20	$6.50	$130.00
13.9	6 INCH GRIPPER PLUG INSIDE	20	EA				$19.65	$393.00	$19.45	$389.00
13.10	8 INCH GRIPPER PLUG INSIDE	5	EA				$37.38	$186.90	$42.85	$214.25
13.11	2 INCH X 8 INCH X 30 INCH MANHOLE Grade Rings	10	EA				$22.00	$220.00	$28.50	$285.00
13.12	2 INCH X8 INCHX24 INCH Manhole Grade Rings	2	EA				$17.36	$34.72	$21.90	$43.80
13.13	2 INCH Manhole Risers	10	EA				$572.57	$5,725.70	$259.51	$2,595.10
13.14	4 INCH MANHOLE RISER	10	EA				$648.27	$6,482.70	$343.10	$3,431.00
13.15	6 INCH MANHOLE RISER	10	EA				$754.36	$7,543.60	$484.40	$4,844.00
13.16	24 1/2 INCH INFLOW DEVICE (RAIN CAP) PLASTIC	200	EA				$56.25	$11,250.00	$78.00	$15,600.00
13.17	6 INCH-24INCHx4INCH-90 RUBBER TAPPPING SADDLE	10	EA				$45.01	$450.10	$0.00	$0.00
13.18	30 INCH INFLOW DEVICE (RAIN CAP) PLASTIC	200	EA				$81.25	$16,250.00	$78.00	$15,600.00
	TOTAL							**$63,376.92**		**$67,207.65**
14	Tools and Equipment									
14.1	2.5 INCH SIDE NOZZLE DIFFUSERS	10	EA						$460.00	$4,600.00
14.2	2.5 INCH SIDE NOZZLE DECHLORINATION DIFFUSERS	10	EA						$1,230.00	$12,300.00
14.3	AQUAPRO TAPPING SET	1	EA						$3,995.00	$3,995.00
14.4	REED POWER VALVE TURNER MACHINES	2	EA						$0.00	$0.00
14.5	Reed Power Stick Pump.	10	EA						$714.30	$7,143.00
14.6	RD 7200 LOCATOR EQUIPMENT	1	EA						$0.00	$0.00

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14.7	2.5 INCH PSI GAUGE 0-160 1/4 INCH FIP CONNECTION	5	EA						$75.00	$375.00
14.8	4 INCH LIQUID FILLED PSI GAUGE 0-160 1/4 INCH FIP CONNECTION	5	EA						$75.00	$375.00
14.9	BIG BOY HOSE MONSTER FIRE HYDRANT FLUSHER	2	EA						$1,578.57	$3,157.14
14.10	4 INCH X 10 FEET BIG BOY RUBBER HOSE	2	EA						$899.95	$1,799.90
14.11	HYDRANT FLOW TESTING BUNDLE, BIGBOY HOSE MONSTER	2	EA						$4,237.65	$8,475.30
14.12	LOCATOR POWER STICK	1	EA						$0.00	$0.00
	TOTAL									**$42,220.34**
15	Fire Hydrant Paint and Marking Flags									
15.1	CHROME ALUMINUM HYDRANT PAINT (GALLON) TNEMEC	300	Gallon				$90.81	$27,243.00	$121.97	$36,591.00
15.2	RED HYDRANT PAINT TNEMEC	5	Gallon				$114.50	$572.50	$121.97	$609.85
15.3	ORANGE HYDRANT PAINT TNEMEC	25	Gallon				$114.50	$2,862.50	$121.97	$3,049.25
15.4	GREEN HYDRANT PAINT TNEMEC	100	Gallon				$114.50	$11,450.00	$121.97	$12,197.00
15.5	BLUE HYDRANT PAINT TNEMEC	200	Gallon				$114.50	$22,900.00	$121.97	$24,394.00
15.6	4 INCH x 5 INCH x 24 INCH RED MARKER FLAGS	5	Bndl (100)				$9.31	$46.55	$8.25	$41.25
15.7	4 INCH x 5 INCH x 24 INCH BLUE MARKER FLAGS	20	Bndl (100)				$9.31	$186.20	$8.25	$165.00
15.8	4 INCH x 5 INCH x 24 INCH GREEN MARKER FLAGS	20	Bndl (100)				$9.31	$186.20	$8.25	$165.00
15.9	4 INCH x 5 INCH x 24 INCH WHITE MARKER FLAGS	5	Bndl (100)				$9.31	$46.55	$8.25	$41.25
15.10	RED MARKER PAINT	5	CS (12)				$37.68	$188.40	$57.35	$286.75
15.11	BLUE MARKER PAINT	20	CS (12)				$37.68	$753.60	$57.35	$1,147.00
15.12	GREEN MARKER PAINT	20	CS (12)				$37.68	$753.60	$57.35	$1,147.00
15.13	WHITE MARKER PAINT	5	CS (12)				$37.68	$188.40	$57.35	$286.75
	TOTAL							**$67,377.50**		**$80,121.10**
16	Chemicals									
16.1	Liquid Bleach	20	EA						$152.82	$3,056.40
16.2	Flourescent Dye (Tracer)	10	EA						$55.00	$550.00
16.3	HYDRANT OIL Food Grade	50	gallons						$72.45	$3,622.50
16.4	HYDRANT ASSEMBLY GREASE Food Grade	20	gallons						$113.45	$2,269.00
16.5	HYDRANT ANTI SIEZE SPRAY Food Grade	25	Cans						$36.29	$907.25
	TOTAL									**$10,405.15**
17	Wastewater Pipe Fittings and Couplings Larger Diameter									
17.1	12 INCH SDR35 PIPE	28	FT						$24.95	$698.60
17.2	15 INCH SDR35 PIPE	28	FT						$36.82	$1,030.96
17.3	16 INCH SDR35 PIPE	28	FT						$109.19	$3,057.32
17.4	21 INCH SDR35 PIPE	28	FT						$129.43	$3,624.04
17.5	30 INCH SDR35 PIPE	28	FT						$279.67	$7,830.76
17.6	12 INCH SDR26 PIPE	28	FT						$33.06	$925.68
17.7	15 INCH SDR26 PIPE	28	FT						$49.65	$1,390.20
17.8	16 INCH SDR26 PIPE	28	FT						$109.19	$3,057.32
17.9	21 INCH SDR26 PIPE	28	FT						$129.43	$3,624.04
17.10	30 INCH SDR26 PIPE	28	FT						$279.67	$7,830.76
17.11	12 INCH HYMAX	5	EA						$668.41	$3,342.05
17.12	15 INCH FULL CIRCLE REPAIR CLAMPS	5	EA						$0.00	$0.00
17.13	16 INCH FULL CIRCLE REPAIR CLAMPS	5	EA						$0.00	$0.00
17.14	21 INCH FULL CIRCLE REPAIR CLAMPS	5	EA						$0.00	$0.00
17.15	30 INCH FULL CIRCLE REPAIR CLAMPS	5	EA						$0.00	$0.00
17.16	15 INCH DRESSER	5	EA						$1,144.16	$5,720.80
17.17	16 INCH DRESSER	5	EA						$1,144.16	$5,720.80
17.18	21 INCH DRESSER	5	EA						$1,326.77	$6,633.85
17.19	30 INCH DRESSER	5	EA						$1,523.78	$7,618.90
17.20	12 INCH X 8 INCH SDR35 WYE	5	EA						$357.00	$1,785.00
17.21	12 INCH X 8 INCH SDR35 TEE	5	EA						$305.72	$1,528.60
17.22	12 INCH X 6 INCH SDR35 WYE	5	EA						$238.99	$1,194.95
17.23	12 INCH X 6 INCH SDR35 TEE	5	EA						$222.74	$1,113.70
17.24	12 INCH X 8 INCH SDR26 WYE	5	EA						$422.03	$2,110.15
17.25	12 INCH X 8 INCH SDR26 TEE	5	EA						$360.52	$1,802.60
17.26	12 INCH X 6 INCH SDR26 WYE	5	EA						$283.85	$1,419.25
17.27	12 INCH X 6 INCH SDR26 TEE	5	EA						$265.56	$1,327.80
	TOTAL									**$74,388.13**

Attachment: Bid Tabulation by Supplier Award (2023-011 Water and Wastewater Parts & Accessories)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Anthemnet, Inc. Lease Agreement

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and Anthemnet, Inc. located at the Sunset Lift Station. (Satarino)

Background Information:

Anthemnet, Inc. has requested to lease ground and tower space at the Sunset Lift Station for the placement of a telecommunications tower (not to exceed 150 feet in height) and any related facilities and equipment.

Financial Considerations:

Monthly lease is $2,000 a month or $24,000 annually

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

Legal Description
Lease Agreement
Preliminary Drawing

Staff Recommendation:

Staff recommend for approval.

LEASE AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS AND ANTHEMNET, INC.

THIS LEASE AGREEMENT ("**Agreement**") is made effective as of the date last executed below (the "**Effective Date**") by and between the **CITY OF CELINA, TEXAS,** a home rule municipal corporation (the "**Lessor**" or "**City**") and **ANTHEMNET, INC.**, a Texas corporation**,** (the "**Lessee**"). Lessor and Lessee are each a "**Party**" and together, the "**Parties**".

I.
LEASE PROPERTY

Lessor hereby leases to Lessee certain real property, comprised of 2,500 square feet, situated in the City of Celina, Texas, as described in **Exhibit A** attached hereto and incorporated herein, together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to such premises (the "**Property**"). Lease of the Property shall include the air space above such ground space for the placement of Lessee's telecommunications tower (not to exceed 150 feet in height) and any related facilities or equipment (the "**Tower**"), together with a right of ingress and egress by way of an access easement as described in Section 4.09, to install, maintain, and operate the Tower, and to install utilities to service the Tower. The location of the Tower and surrounding space are set forth in the attached **Exhibit B**.

II.
DUE DILIGENCE PERIOD; TERM

2.01 Due Diligence Period. In consideration of the sum of Ten and No/100 ($10.00) Dollars paid in cash by Lessee to Lessor (the "**Option Consideration**"), Lessor hereby grants to Lessee the exclusive right to conduct Investigations and Tests (defined below) and the exclusive right and option to sublease the Property according to the terms and conditions of this Agreement, and with thirty (30) days notice to Lessor prior to such sublease (it being understood that the Rent (defined below) is consideration for the lease itself). Lessor expressly acknowledges and confesses its receipt of the cash payment described in the immediately preceding sentence, and Lessor expressly acknowledges and confesses the sufficiency of the Option Consideration. Beginning on the Effective Date and continuing until the Commencement Date as defined below ("**Due Diligence Period**"), Lessee and its sublessees shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Lessee and its sublessees may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Property. In the event that Lessee determines, during the Due Diligence Period, that the Property is not appropriate for Lessee's intended use and decides not to commence its tenancy of the Property, then Lessee shall have the right to terminate this Agreement without penalty upon written notice to Lessor at any time during the Due Diligence Period and prior to the Commencement Date. Lessor and Lessee expressly acknowledge and agree that Lessee's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Lessee shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Section 2.01), prior to the Commencement Date. All tests

Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

completed on the Property shall be undertaken in a safe, workmanlike and reasonable manner. Lessee and its sublessees shall give to Lessor not less than two (2) business days' written notice prior to the commencement of any Investigations and Tests in, on, or about the Property, and Lessor shall have the right to post notices of non-responsibility in or on the Property as provided by law. Lessee shall not permit any mechanics', materialmen's or other lien to stand against the Property in connection with any labor, materials, or services furnished or claimed to have been furnished by, or on behalf of, Lessee in connection with Lessee's investigation of the Property. If any such lien is filed against the Property, Lessee shall cause the same to be discharged or bonded. Lessee shall comply with all applicable laws and governmental regulations applicable to the Property, including without limitation the terms and provisions of any and all local, state and federal regulatory permits. During the Due Diligence Period, Lessee shall not cause any changes in the condition of the Property. Lessee will indemnify, defend and hold Lessor harmless from all claims and liabilities, including, without limitation, all liens and attorneys' fees, as a result of any such entry by Lessee, its agents, employees or representatives. During the Due Diligence Period, Lessee shall carry commercial general liability insurance with a financially responsible insurance company covering the activities of Lessee on or about the Property with limits of at least $1,000,000 per occurrence and $2,000,000 general aggregate.

2.02 Term. Following the Due Diligence Period, the initial term of this Agreement shall be five (5) years (the "**Initial Term**"), commencing on the earlier to occur of: (i) the date Lessee begins construction of the Tower; or (ii) the date that is twelve (12) months following the Effective Date (either, the "**Commencement Date**"). This Agreement may renew for an additional seven (7) renewal terms, consisting of five (5) years each (each, a "**Renewal Term**") for a maximum Agreement term of forty (40) years, upon the same terms and conditions, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least ninety (90) days prior to the expiration of the Initial Term or then-existing Renewal Term. The Initial Term and any Renewal Terms for which this Agreement is in effect are collectively the "**Term**".

III.
CONSIDERATION

3.01 Rent. Beginning on the Commencement Date, Lessee agrees to pay to Lessor, on or before the fifth (5^{th}) day of each calendar month in advance, Two Thousand Dollars ($2,000.00) ("**Rent**") at Lessor's address set forth herein. The first month's Rent shall be due within thirty (30) days from the Effective Date. Lessee shall pay Lessor a late payment charge equal to five percent (5%) of Rent for any Rent payment not paid when due. Lessee may aggregate its monthly Rent payments by paying annually, in advance. Commencing on the first Renewal Term, and at the beginning of each Renewal Term thereafter, as applicable, Rent shall increase by seven and a half percent (7.5%). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Lessor shall provide Lessee with a copy of an accurate and executed W-9 Form from Lessor prior to the Commencement Date.

3.02 Concept Plan and Improvements. Lessee shall develop the Property in substantial conformity with the concept plan for the Property, depicted in **Exhibit B**, attached hereto and incorporated herein. Lessee shall obtain all required permits from the City for any applicable improvements made to, or installed on, the Property.

Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

3.03 Property Condition. Lessor represents to Lessee that, as of the Effective Date, Lessor is the fee simple owner of the Property, that the Property is free from any mortgage, deed of trust or other liens, and that Lessor has the authority to enter into this Agreement. Lessee represents, as of the Commencement Date, that the Property, the title thereto, any subsurface conditions thereof, and the uses thereof have been examined by the Lessee. Lessee shall, as of the Commencement Date, accept the same in the condition in which they are, without representation or warranty, expressed or implied, in fact or by law, by the Lessor, and without recourse to the Lessor as to the title thereto, the nature, condition or usability thereof, or the uses to which the Property may be put. By taking possession or commencing use of the Property, Lessee (i) acknowledges that it is relying on its own inspections of the Property and not on any representations from Lessor regarding the Property; (ii) establishes conclusively that the Property is at such time in satisfactory condition and in conformity with this Agreement and all zoning or other governmental requirements in all respects; and (iii) accepts the Property in its condition as of the Effective Date on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis, subject to all faults and infirmities, whether now or hereafter existing. Nothing contained in this Section 3.03 affects the commencement of the Agreement or the obligation of Lessee to pay Rent as provided above. Lessee represents and warrants to Lessor as follows: (i) Lessee does not intend to, and will not, use the Property for any purpose other than as set forth in Section 4.01; and (ii) Lessee has previously disclosed in writing to Lessor all special requirements (but Lessor shall have no responsibility relative to any such special requirement), if any, which Lessee may have in connection with this intended use. Lessee acknowledges that Lessor has given material concessions for the acknowledgements and provisions contained in this Section 3.03, and that Lessor is relying on these acknowledgements and agreements and would not have entered into this Agreement without such acknowledgements and agreements by Lessee.

IV.
RIGHTS AND DUTIES OF LESSEE

4.01 Use. Lessee shall have the right to use the Property for the installation, operation, and maintenance of the Tower and uses incidental thereto and for no other uses. Lessee's use and operation of the Tower shall not interfere with Lessor's use of the real property owned by Lessor surrounding the Property, existing as of the Effective Date, including Lessor's lift station. If Lessee's use of the Property interferes with Lessor's use of such real property, Lessee shall take all measures reasonably necessary to correct and eliminate the interference.

4.02 Structural Analysis. During the Due Diligence Period, Lessee agrees to obtain a structural analysis of the Tower plans prior to construction, prepared and certified by a licensed engineer in the State of Texas, and provide such analysis to the Lessor.

4.03 Maintenance, Required Facilities, and Modification / No Third-Party Beneficiaries.

A. Lessee shall be responsible for maintenance of the Property during the entire Term of the Agreement. Lessee shall maintain and keep the Property in a good and tidy condition and reasonably free from hazards to persons or property. Lessee shall have the right to install, modify, supplement, replace, upgrade, and expand the Tower at its own expense, within the Property, and not in any area of ingress, egress, or access to the Property. Lessee shall have the sole responsibility for any maintenance, repair, or security of the Tower. The

Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

Tower shall be installed on an industry standard foundation at Lessee's sole expense. The Property shall be enclosed by screening requirements in compliance with the City's Code of Ordinances, including but not limited to Sec. 10.03.076(g)(3)(B). Said fence shall be owned by Lessee and shall be removed from the Property by Lessee within a reasonable period, not to exceed ninety (90) days, following termination of this Agreement. Notwithstanding the foregoing, Lessee will not be required to remove any foundations, landscaping, or underground utilities. The fence shall be used to enclose the Tower and all associated or related equipment.

B. For purposes of this Agreement, the Parties specifically agree and covenant that: (1) this Agreement only affects matters, liabilities, and disputes between the Parties to this Agreement, and is in no way intended by the Parties hereto to benefit, apply to, or otherwise affect any third party, notwithstanding the fact that such third party may be in a contractual relationship with Lessee; (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third party from obligations owing by them to either Lessee or Lessor; and (3) the terms of this Agreement are not intended to impose additional obligations upon Lessor or Lessee in relation to, on behalf of, or with regard to any such third parties.

4.04 Prompt Repair. Lessee shall promptly notify Lessor of any and all damages resulting from, arising out of, or caused by the use of the Property, including but not limited to structural damages, electrical damages, damages to fencing, irrigation systems, or landscaping by Lessee's operations, by Lessee, its officers, agents, employees and invitees. Lessee shall be solely responsible for promptly repairing and/or replacing any item on or attached to the Property which is abused, damaged, or destroyed, except to the extent caused by the negligence or intentional misconduct of Lessor. Lessee shall endeavor to keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee and in the event such a lien is filed against the Property, Lessee shall cause the removal of the same. In no event shall Lessor be responsible for the payment, costs of removal, or liabilities of any such liens.

4.05 General Care of Property. Lessee shall take good care of the Property and its fixtures and suffer no waste, and shall maintain the Property during the Term of this Agreement. Lessee shall keep the Property free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or interference. At the expiration or end of the Term of this Agreement, Lessee shall deliver the Property in good order and condition.

4.06 Compliance with Laws and Licensing. Lessee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules, and regulations, including those provided in the City's Code of Ordinances, in connection with the use, operation, maintenance, construction, and/or installation of the Tower. Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense, any federal licenses and permits required for Lessee's use of the Property. Lessor acknowledges that Lessee's ability to use the Property for Lessee's intended purposes is contingent upon Lessee's obtaining and maintaining, both before and after the Effective Date, all of the certificates, permits, licenses, and other approvals (collectively known as "**Governmental Approvals**") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Property desired by Lessee. Lessor shall promptly cooperate, at Lessee's expense, with Lessee in Lessee's efforts to obtain such Governmental

Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

Approvals and shall take no action that would adversely affect Lessee's obtaining or maintaining such Governmental Approvals.

4.07 Taxes. Lessee shall pay any personal property taxes assessed on the Tower and any related facilities or equipment. Lessee shall pay all taxes which are assessed against the Lessor due to the taxes attributable to Lessee's Tower, facilities, and equipment, or use of the Property, and improvements constructed or maintained by Lessee on the Property. The obligations for payment of such taxes are exclusive of Rent payments.

4.08 Utility Service. Lessee shall be solely responsible for providing any and all utility services to the Property desired during the Term, including water, electricity, gas, and telephone services, and installation of any required meters or facilities. Lessor will not be in default under this Agreement or be liable to Lessee or any other person, for direct or consequential damages or otherwise, for any failure to supply electricity, water, gas, security, or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

4.09 Easement. As partial consideration for Rent paid under this Agreement, Lessor hereby grants to Lessee, during the Term of this Agreement, an access and utility easement as depicted and described in **Exhibit C** for ingress and egress to the Property to install, remove, replace, and maintain the Tower, and for utilities reasonably necessary for Lessee's operation of the Tower.

4.10 Rights to Equipment; Removal.

A. The Tower and any related facilities or equipment shall remain personal to and the property of Lessee. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Tower or any portion thereof. The Tower shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law.
B. Prior to the termination or expiration of this Agreement and before any Rent payments shall cease, Lessee shall:
    i. remove the Tower and any related equipment or facilities;
    ii. repair any damage caused by such removal, reasonable wear and tear excepted;
    iii. remove all equipment, other than utilities or foundations, that are at or below grade; and
    iv. otherwise surrender the Property at the expiration of this Agreement (as the same may have been extended or the earlier termination thereof) in good condition.
C. If Lessee holds over after this Agreement expires or has been terminated, the Agreement shall be month to month, subject to the provisions of this Agreement, provided that the Rent during any holdover period shall be equal to one hundred fifteen percent (115%) of the Rent otherwise provided for herein.

V.
TERMINATION

This Agreement terminates at the end of the Term, and may, prior to the end of the Term, be terminated, either immediately or after the required notice, upon any one or more of the following:

Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

A. by mutual agreement of the Parties;
B. by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, and such default is not cured within thirty (30) days after written notice thereof or, if such default or breach cannot be cured within such 30-day period in the exercise of all due diligence, then if the breaching Party commences an attempt to cure within such 30-day period, then such longer period as the other Party thereafter continues diligently to prosecute cure of the default or breach, but not more than an additional sixty (60) days;
C. by the Lessor, immediately, if Property ceases to be used for the purposes described herein;
D. by Lessee, if Lessee does not obtain or maintain any Governmental Approval necessary for the construction and operation of the Tower despite Lessee's commercially reasonable efforts to preclude such event;
E. if any environmental report for the Property reveals the presence of any hazardous material after the Commencement Date, and Lessor cannot remove such hazardous material within thirty (30) days after notice thereof; or
F. upon six (6) months' prior written notice for any reason, so long as Lessee pays Lessor, on or before the effective date of such termination, a termination fee equal to three (3) months' Rent.

VI.
INDEMNITY AND INSURANCE

A. LESSEE AND LESSEE'S CONTRACTORS SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S PAST, PRESENT, AND FUTURE OFFICERS, EMPLOYEES, OFFICIALS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, CONSULTANTS, BOARD MEMBERS, AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM, AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(i) THIS AGREEMENT;

(ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT;

(iii) LESSEE'S OCCUPATION AND USE OF THE PROPERTY;

(iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PROPERTY CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY LESSEE; OR

(v) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE

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DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EXCEPT (1) TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, OR (2) WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF AN INDEMNITEE.

B. In connection with the above described indemnification obligations:

(i) Upon written notice from Lessor, Lessee agrees, to the fullest extent permitted by law, to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this Agreement for which Lessee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. To the fullest extent permitted by law, Lessee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

(ii) Lessor shall give Lessee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Agreement. Nothing herein shall be deemed to prevent Lessor from cooperating with Lessee and participating in the defense of any litigation by Lessor's own counsel. Lessee shall pay all expenses incurred by Lessor in response to any such actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees, or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, but shall not include attorney's fees for services that are unnecessarily duplicative of services provided Lessor by Lessee.

(iii) If Lessee requests Lessor to assist it in a defense, then Lessee shall pay all expenses incurred by Lessor, including defending itself with regard to the actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as attorney's fees and shall also include the costs of any services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection such suits, actions, or proceedings.

C. Lessee shall provide Lessor with a certificate of insurance issued by an insurance company eligible to do business in Texas indicating that Lessee carries commercial general liability insurance, including contractual liability coverage with limits of liability thereunder of $1 million combined single limit, per occurrence and in the aggregate, for bodily injury and/or property damage, and such other insurance that the Lessor may require by City policy. Such insurance shall include Lessor, and its authorities, boards, commissions, departments, offices, individual officers, employees, and agents, as an additional insured with respect to matters arising out of Lessee's use of, and operations on the Property. Lessee will provide Lessor with a renewal certificate within ten (10) business days of Lessor's written request for such certificate. Lessee shall also provide Lessor evidence that it maintains workers' compensation insurance in compliance with the statutory requirement of the State of Texas and automobile liability coverage with a $500,000 limit. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, reduced in coverage or in limits except after thirty (30) days' notice by certified mail, return receipt requested, has been given to Lessor. Lessee shall provide at least thirty (30) days prior written notification to Lessor of cancellation of any required coverage that is not replaced.

Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

VII.
RIGHTS AND DUTIES OF LESSOR

A. Upon providing notification to the Lessee, and only in the presence of a Lessee representative, Lessor shall have the right to come upon the Property, or any part thereof, for the purpose of inspecting the Property or any portion of it.
B. Notwithstanding any provision herein, the Parties agree that Lessor has not waived any sovereign or governmental immunity it holds under law by entering into and performing its obligations under this Agreement.
C. Lessor's use of the Property, other than those uses existing as of the Effective Date shall not interfere with Lessee's use of the Property or operation of the Tower. If such use of the Property by Lessor interferes with Lessee's use of the Property or operation of the Tower, Lessor shall take all measures reasonably necessary to correct and eliminate the interference.

VIII.
SUBLESSEES, SUCCESSORS & ASSIGNS

The terms, conditions, and covenants contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns and/or heirs. Lessee shall have the right to sublease portions of the Property to its customers without Lessor's prior consent; provided, however, that Lessee shall provide Lessor notice at least (30) days prior to any such sublease. In no event does a sublease by Lessee to a customer terminate or otherwise reduce or assign Lessee's obligation, responsibilities, and liabilities under this Agreement. Lessee shall not otherwise convey, assign or otherwise transfer all or any portion of its rights or interests in the Property or under this Agreement without Lessor's prior written consent, which consent shall not unreasonably be conditioned, withheld or delayed. Lessor's consent shall not be required for such conveyance, assignment or transfer of Lessee's rights or interests in the Property or under this Agreement if such assignee or transferee is: (i) an entity controlled by, controlling or under common control with Lessee; (ii) any entity that is a successor to Lessee by merger or other consolidation of Lessee; or (iii) a purchaser of all or substantially all of Lessee's assets in the metropolitan area in which the Property is located; provided, however, that Lessee shall provide Lessor notice at least thirty (30) days prior to such conveyance, assignment, or transfer. Upon assignment by Lessee of all or any portion of its rights or interests in the Property or under this Agreement, Lessee, to the extent of such assignment, shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Agreement, provided, however, that the assignee shall assume such liabilities and obligations in writing in a form reasonably acceptable to Lessor, and to the extent assignee refuses to do so, the liability and obligations under the this Agreement shall remain with Lessee.

IX.
NOTICE

All notices or communications required under this Agreement or desired to be given by the Parties hereto shall be sent in writing and shall be deemed sufficiently given when same is sent via

Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

facsimile with confirmation of delivery, hand-delivered or deposited in the United States mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

FOR LESSOR:
City Manager
City of Celina, Texas
142 N. Ohio St.
Celina, TX 75009

FOR LESSEE:
Anthemnet, Inc.
5944 Luther Lane, Suite 725
Dallas, TX 75225
Attn: Brian Richmond
Email: brian@anthemnet.com
Phone: Brian Richmond at (650) 315-5145

or at such other address as Lessor or Lessee shall specify in a written notice.

X.
VENUE

The Parties agree and covenant that this Agreement will be enforceable in Celina, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue shall lie in Collin County, Texas.

XI.
SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XII.
DESTRUCTION OR CONDEMNATION

If the Property or Tower are materially damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Property by written agreement of the Parties.

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XIII.
RIGHT OF FIRST REFUSAL

If Lessor, at any time during the Term, receives an irrevocable (except such offer may be conditioned upon the non-exercise of this right of first refusal), bona fide written offer from a third party (an "**Offer**") to sell, assign, convey or otherwise transfer Lessor's interest in this Agreement, which Lessor desires to accept, Lessor shall, to the extent allowed by law, first give Lessee written notice (including a copy of the proposed contract) of such Offer and an opportunity to make an Offer on the same terms prior to Lessor becoming obligated to transfer such interest in the Agreement pursuant to the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice to make its offer and exercise its right of first refusal by notifying Lessor in writing. If Lessee does not exercise its right of first refusal within such 30-day period, Lessor may accept the Offer and transfer its interest in the Agreement.

XIV.
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 the other Party, 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 the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

XV.
MEMORANDUM

At any time after the Effective Date, either Party may, by sending written notice to the other, require that a memorandum of this Agreement, in a form reasonably agreed upon by the Parties, be completed (with an accurate description and depiction of the Property and easement included as an Exhibit A to the Memorandum), executed and recorded within thirty (30) days after such notice.

XVI.
ESTOPPEL

From time to time upon written request of the Lessee, Lessor may execute a written estoppel certificate in a form and substance reasonably satisfactory to Lessor, certifying to Lessor's reasonable knowledge and belief that this Agreement is in full force and effect and identifying any obligations of Lessee under this Agreement that are in default. Lessee shall pay Lessor a fee of $500.00 at the time of Lessee's request for an estoppel certificate for each request in excess of one

Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

(1) per calendar year. Within twenty (20) days from the date Lessor receives Lessee's request for an estoppel certificate, Lessor shall respond to Lessee's request by (i) returning the executed certificate, (ii) communicating Lessor's concerns with the contents of the certificate to Lessee and thereafter working with Lessee to revise the certificate, or (iii) communicating to Lessee the reasons it cannot execute the certificate. The City Manager of the City shall have the authority to execute such estoppel certificate on behalf of the Lessor.

XVII.
EXCLUSIVITY

During the Term of this Agreement, to the extent allowable by law, and provided that Lessee is not in default of this Agreement, Lessor shall not enter into any agreement with any person or entity other than Lessee to construct and operate wireless communications facilities on any real property adjacent to the Property owned or controlled by Lessor or its affiliates.

[SIGNATURES ON IMMEDIATELY FOLLOWING PAGE]

EXECUTED this the ____ day of _____, 2022.

Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

LESSOR:

CITY OF CELINA, TEXAS

BY: _____
Jason Laumer, City Manager

LESSEE:

ANTHEMNET, INC.

BY: _____
John Brian Richmond, President/CEO

Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

EXHIBIT A

Property Description

Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

EXHIBIT B

Tower

Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

EXHIBIT C

Easement

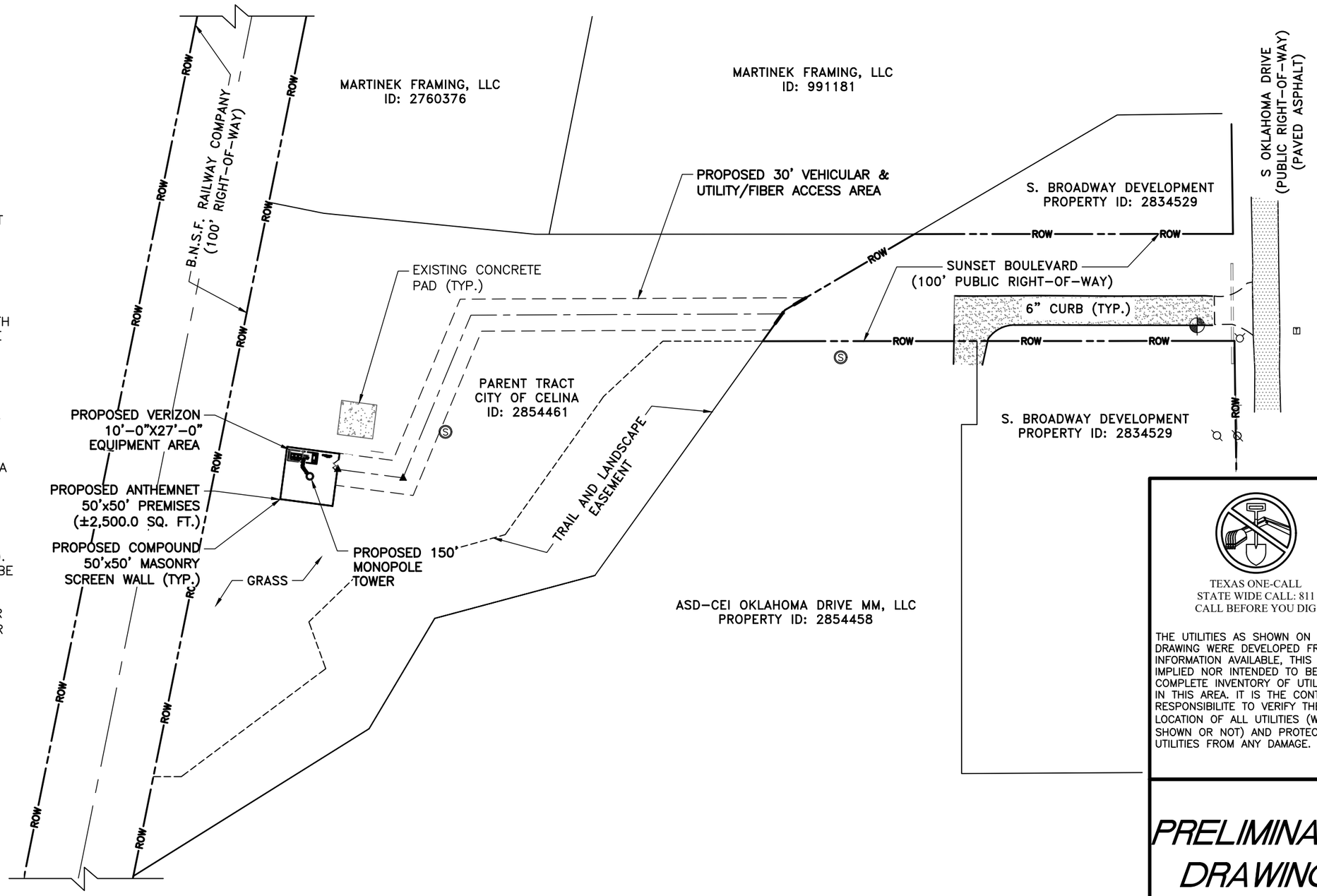
Attachment: Cell Tower Lease Agreement - Sunset Final (Anthemnet, Inc. Lease Agreement)

SITE LAYOUT NOTE:
EXISTING SITE AND EQUIPMENT LAYOUT OBTAINED FROM PREVIOUS SURVEY BY SMW ENGINEERING GROUP, DATED 11/2/2022.

FEMA NOTE:
EXISTING SITE LIES IN ZONE "X" PER FEMA REPORT# 48085C0110J DATED ON 06/02/2009.

NOTES:

1. CONTRACTOR IS SOLELY RESPONSIBLE TO LOCATE ALL EXISTING UNDERGROUND UTILITIES. NO EXISTING UTILITIES OR GROUNDING SHALL BE DISTURBED WITHOUT THE WRITTEN APPROVAL OF VERIZON'S CONSTRUCTION MANAGER.
2. AFTER INSTALLATION OF ALL GROUNDING, UTILITY WORK, WAVEGUIDE SUPPORTS AND FOUNDATIONS IS COMPLETE, THEN ALL DISTURBED AREAS SHALL BE COVERED WITH MIRAFI 500X FABRIC AND CRUSHED STONE MATCHING THE EXISTING COMPOUND SURFACE. MINIMUM STONE THICKNESS SHALL BE 4". (SEE DETAIL B/C3)
3. ALL MATERIAL USED FOR FILL WITHIN THE COMPOUND AREA SHALL BE APPROVED BY THE OWNER'S MATERIALS LABORATORY. APPROVED MATERIAL USED AS FILL SHALL BE PLACED IN HORIZONTAL LIFTS HAVING A MAXIMUM LOOSE LIFT THICKNESS OF NINE (9) INCHES. EACH LIFT SHALL BE COMPACTED TO MAXIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR COMPACTION PROCEDURES (ASTM D 1557). ADDITIONALLY. COMPACTION TESTS SHALL BE TAKEN ON EVERY OTHER LIFT.
4. CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL EROSION CONTROL MEASURES. (REFER TO SHEET C3)



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1 OVERALL PROPOSED SITE PLAN
SCALE: 1" = 10'
10' 0' 5' 10'

TEXAS ONE-CALL
STATE WIDE CALL: 811
CALL BEFORE YOU DIG

THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE, THIS IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CONTRACTORS RESPONSIBILITE TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.

PRELIMINARY DRAWING
(NOT VALID UNLESS STAMPED AND SIGNED)

SMW ENGINEERING GROUP, INC.
730 E PARK BLVD, SUITE 204
PLANO, TX 75074
TEL: 205-283-5720 WWW.SMWENG.COM

REVISIONS

NO.	DESCRIPTION	DATE
A	ISSUED FOR LEASE EXHIBIT	11/16/22
B	REVISED FOR LEASE EXHIBIT REDLINES	11/17/22
C	REVISED FOR LEASE EXHIBIT REDLINES	11/18/22

PREPARED FOR:
C.A. BASS
TELECOM MANAGEMENT SERVICES
WWW.CABASS.NET

CELINA RAILROAD
1413 S PRESTON RD
CELINA, TX 75009

CA #: TX F-9617
DRAWN BY: SA
CHECKED BY: SA
ENGINEERE: JCS

VERIZON PROJECT ID: 16583221
DATE 11/18/2022
SMW JOB NO. 22-10655
LE1

Attachment: Celina Railroad-LE-Prelim v2-Anthemnet-11.18.22 (Anthemnet, Inc. Lease Agreement)

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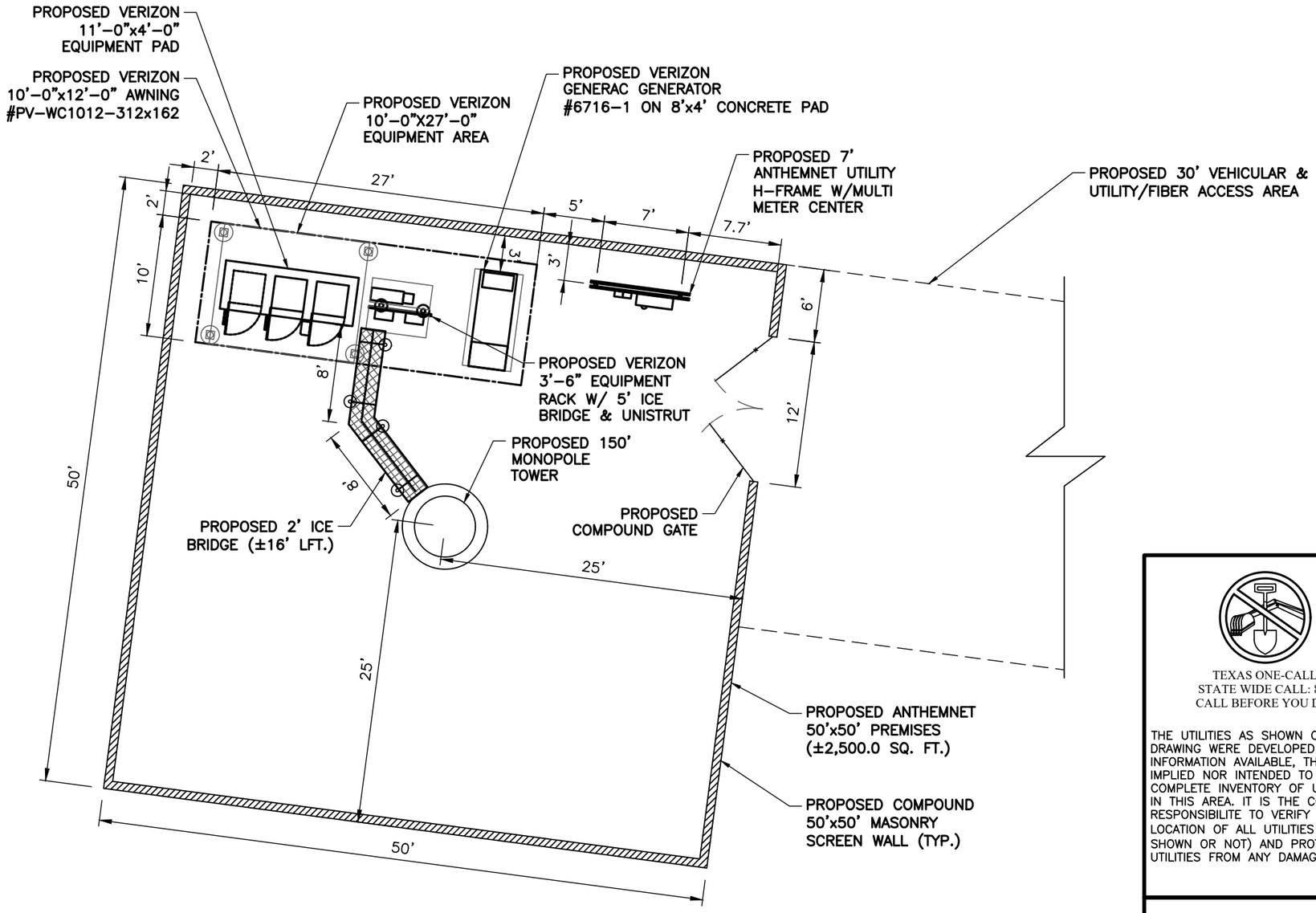

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CELINA RAILROAD
1413 S PRESTON RD
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CA #: TX F-9617
DRAWN BY: SA
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ENGINEERE: JCS

VERIZON PROJECT16583221
DATE 11/18/2022
SMW JOB NO. 22-10655
LE2

Attachment: Celina Railroad-LE-Prelim v2-Anthemnet-11.18.22 (Anthemnet, Inc. Lease Agreement)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Kim Brawner, Assistant City Manager
Date:	December 13, 2022
Re:	A/V Equipment - Senior Center

Action Requested:

Consider and act to purchase audio/visual equipment for the Senior Center from Visionality through a cooperative contract with TIPS in an amount not to exceed $98,992.78. (Berry)

Background Information:
Staff requests authorization to procure new audio visual equipment and installation for the senior center through the following cooperative agreement.

- Cooperative Agency: The Interlocal Purchasing System (TIPS)
- Cooperative Contract #: 200904

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
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.

Supporting Documents:
Quote

Staff Recommendation:

Authorize the purchase as recommended.

Celina Senior Center

11/29/2022

Prepared for:

Celina, City of

Alden Gleason

VISIONALITY

DESIGNS THAT COMPUTE
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

KR070422A-04

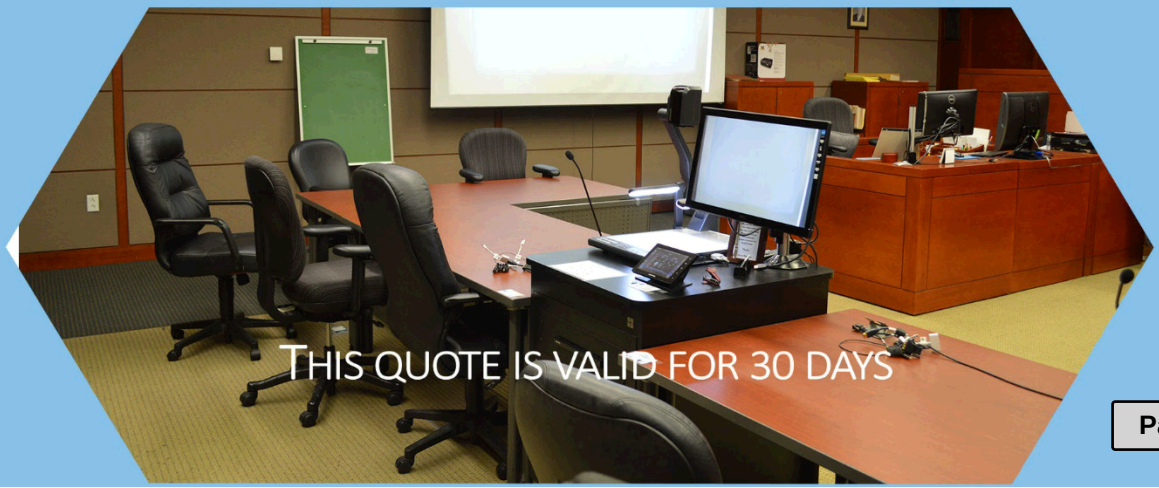
Korbin Reeves

Technology Consultant

korbin@visionality.com

(972) 598-1727

Attachment: Visionality Quote (A/V Equipment - Senior Center)



THANK YOU FOR ALLOWING VISONALTY TO SUBMIT THIS PROPOSAL

Visionality has over a quarter century of experience as a provider and integrator of audiovisual systems for business, education, government and healthcare. We take the time to consult with each customer to ensure that we are designing and implementing a custom solution to meet their needs. We also provide support and training to ensure that the systems are working properly, and the staff understands how to get the most out of them.

We carry all the major manufacturers including Cisco, Polycom, LifeSize, Crestron, Extron, AMX, Vidyo and many more. We can also recommend all of the ancillary systems and equipment necessary to achieve the level of telepresence needed to meet the needs and budget of our customers, such as displays, projectors, screens, furniture, etc.

We take our customers needs seriously. We have tried to capture your needs in this proposal and turn those needs into a working system. If you have any questions or need changes more closely meet your needs, We are always here to serve you.

Howard Barnett, President Visionality

STATEMENT OF CONFIDENTIALITY

This proposal is the work product of Visionality - Designs That Compute (DTC), and as a result remains the property of Visionality-DTC. This proposal has been given to **Celina, City of** for the express interest of offering products and services to **Celina, City of**. The particulars of this proposal must remain confidential between the personnel of **Celina, City of** and Visionality-DTC. This proposal may not be offered to others without the express written consent of Visionality-DTC.

CORPORATE MISSION

Visionality partners with its customers. Our goal is to enable a communication between the customer and DTC to enhance the relationship and produce a result which meets or exceeds the needs of our customers.

Visionality was founded in 1985 and has been at the forefront of technological development. We are an Audio Visual integrator with an emphasis on video communications. Visionality has aligned with the leading manufacturers in the industry, enabling us to provide our customers the latest advancements in the industry at competitive prices. Visionality primarily focuses on its customer's needs. We work closely with our customers to examine the particular need of each customer and then design the best possible solution for their application.

Attachment: Visionality Quote (A/V Equipment - Senior Center)

OUR VALUE PROPOSITON:

VISONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visionality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Celina, City of. This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visionality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed certification tests in audio visual systems. Further, our personnel hold certifications in many Audio Visual manufacturers' equipment.

HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

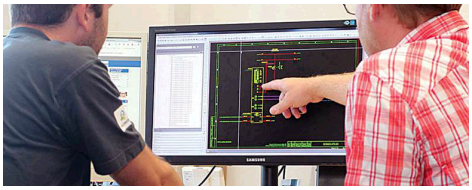
Attachment: Visionality Quote (A/V Equipment - Senior Center)

OUR PROCESS

FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE

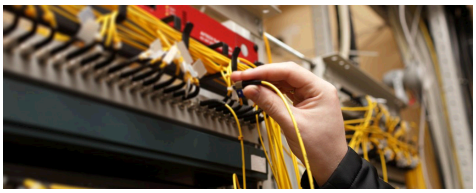
CONSULTATION

Visionality believes that each customer is unique, and therefore each design should be unique. For this reason, Visionality conducts a thorough consultation with each customer to ensure that we understand their individual needs and the layout and unique properties of the location in which the audiovisual technology will be used.



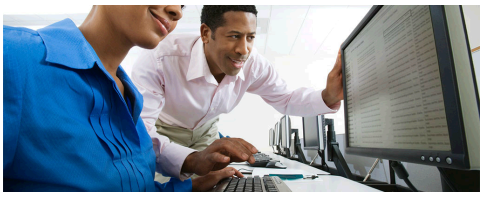
DESIGN

Armed with the knowledge of the customer's needs and the environment in which it will be used, Visionality will create a tailored design that will allow for the optimal use of the technology. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



IMPLEMENTATION AND PROGRAMMING

Once the design has received customer approval, our well-trained implementation team will make the design a reality. They will ensure that all of the equipment is installed according to the design specifications. Our programers will make sure that the software works properly and to the customer's satisfaction.



TRAINING

Training is a very important component to the success of a project, and Visionality will ensure that the customer has the proper training needed to get the most out of their new equipment and software. We will answer any questions, and provide documentation and training guides when necessary.

SERVICE

Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Attachment: Visionality Quote (A/V Equipment - Senior Center)

References

	The City of Plano Visionality has been a valued partner of The City of Plano as they look to standardize and modernize their AV Systems across the city. Conference Room, Training, and Multi-Space Systems. Over 500k in projects recently.	**Gavin Metoyer** The City of Plano 972-941-5151 gmetoyer@plano.gov
	Kiamichi Technology Centers Visionality has recently completed several AV projects for COC. These projects range from computer labs, divide/combine classrooms, seminar spaces, and large presentation spaces.	**Larry Cravens** Kiamichi Technology Centers 918-465-2323 lcravens@COC.edu
	Dallas County Visionality has completed and is in the process of working on various projects with the Dallas County Courts System. Visionality has completed over 3 million plus of AV Projects with Dallas County over the last 3 years.	**Jorge Garcia** Dallas County Courts AV Specialist 214-502-0576 Jorge.garcia@dallascounty.org
	Texas A&M Central Texas. Visionality has completed various projects recently for TAMUCT from lecture halls, classrooms, and conference rooms with over 900k in the last 2 years.	**Scott Chambless** Assoc. Director of Academic Technology Services 254-501-5885 schambless65@tamuct.edu
	Region 7 ESC Visionality has completed a variety of AV projects in the past and is currently completing projects for ESC 7 including updates and Divide/Combine spaces with over 500k in the last 2 years.	**Steve Vaughn** Region 7 ESC Associate Director of Technology 903-988-6922 svaughn@esc7.net

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Introduction

City of Celina
Senior Center AV Systems

Executive Summary:

Visionality (VIS) has been requested to provide an Audio Visual (AV) proposal for the City of Celina's (COC) Senior Center.

The intent of the proposal is to provide systems that will provide updated AV Technology, reliable system operation, and ease of use for anyone using the spaces outlined below.

Careful consideration was taken in choosing the equipment for each space so that the investment made by COC will provide a long-term return on that investment.

Although the equipment for each space is not identical, the user interface and system function in each is consistent from space to space. Learning to use the system in one space translates to a solid understanding of how to use the system in the other spaces.

Visionality presents the following proposal for programming, supply of required equipment listed herein, and installation of a commercial audio video system

This document defines the role of Visionality and establishes a basis of agreement engaging Visionality in the delivery of the systems for all named locations and the equipment provided in the detailed quotes herein.

The acronym OFE as referenced in this document refers to "Owner Furnished Equipment", meaning equipment provided by COC or others. All electrical power, network connections, backing/support for displays/projectors, and network wiring required for proper operation of the equipment listed herein is to be provided by COC or others unless specified. All required in-wall boxes provided by VIS and installed by COC or others unless specified. All required conduit and floor boxes provide by and installed by COC or others unless specified. Any modifications to OFE or new Furniture provided by COC or others. Cable and/or Satellite Feeds along with OFE Cable/Satellite Boxes provided by COC or others. Soft-codec video conferencing software is provided by, installed by, managed by, and serviced by COC. All required network switches and network software modifications provided by COC

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Event Center Space (Room 101) AV Designed Functionality:

Room Overview:

Audio-Visual (AV) Connections:

This Room is provided with the following AV Connections:

- One (1) Unified Communications Device Connection.
- One (1) Wireless Presentation Device Connection.
- One (1) HDMI Wall Plate Connection
- One (1) OFE Cable Box Connection.
- One (1) Digital Signage Player Connection.

Display System:

The display system in this room consists of one (1) 85" Display on the East (Plan East) Wall and one (1) 85" Display on the Side North Wall (Plan North).

Video System:

The video system will allow for seamless switching between the connected sources listed above to the displays in the room. The displays can be sent the same signal or different signals can be sent to each display depending on the system configuration.

Video Conferencing System:

Video conferencing in the room is provided by one (1) Unified Communications Device (UCD), one (1) Digital Signal Processor (DSP), one (1) PTZ Camera, and two (2) Ceiling Microphone Arrays. The UCD provides a native connection to Microsoft Teams Soft Codec Video Conferencing Services.

Control System:

The user interface in the room is provided by one (1) Wall Mounted 10.1" Touch-Screen.

Audio and Sound Reinforcement System:

Audio in the room is provided by twelve (12) in-ceiling speakers and one (1) power amplifier.

Sound Reinforcement in the room is provide by one (1) Wireless Handheld Microphone and one (1) Wireless Transmitter with over the ear microphone.

Systems Detail:

Display System:

- Visionality provide and install one (1) Sony 85” 4k display on the east wall and one (1) Sony 85” 4k display on the North Wall (Plan North). *The required electrical outlet and proper wall support for these devices to be provided by COC.*

Image: Sony 85” Display

- Visionality will provide and install two (2) Chief Manufacturing Low Profile Wall Mounts used to mount the 85” Displays.

- Visionality will provide and COC or others install two (2) Chief Manufacturing In-Wall boxes used for storing AV equipment behind the displays as well as providing a space for the COC or others provided electrical outlets for the displays. These devices also allow for ADA compliant installation of the displays. *The required electrical outlet for these devices to be provided by COC.*

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Event Center Space Continued…..

Video System:

- Visionality will provide and install one (1) AVProEdge MXNET AV over IP System with the following devices used to either encode AV sources into the system or decode those AV sources in the system for video and audio playback in the room. This system allows for any connected source to be viewed on any of the connected displays through use of the included Crestron Tabletop Touch-Screen. This system also allows for easy system expansion in the future.
    - Five (5) MXNET Encoders will be used to encode AV Signals from the Wired HDMI Wall Plate, the AirMedia, the OFE Cable Box, Digital Signage Player, and the Unified Communications Device (UCD) Output.
    - Four (4) MXNET Decoders will be used to decode AV Signals for the 85" Front and Side Displays, UCD Input, and the Audio Input for the DSP.
- Visionality will provide and install one (1) Crestron Air Media Wireless Presentation Device. This device provides wireless presentation in the room via OFE laptops and mobile devices connected to the same network as the Air Media device. One (1) COC Active and Directly Connected LAN Port with PoE+ is required for this device.
- Visionality will provide and install one (1) Crestron HDMI Wall Plate Transmitter that allows user to connect any HDMI Enabled device into the system such as an OFE Laptop, Video Game System, ect…
- Visionality will incorporate one (1) OFE COC Provided Cable Box that will be installed in the equipment rack.
- Visionality will provide and install one (1) CE Labs Digital Signage Player. Programing, Configuration, and Content provided by COC.

Event Center Space Continued…..

Video Conferencing System:

- Visionality will provide, program, and install one (1) QSC Q-SYS Core 110 Flex Digital Signal Processor (DSP). This device is shared between the Event Center, Craft Room, and Exercise/Training Room. This device provides advance switching and mixing of the Content Audio, Microphone, and Video Conferencing Signals in the room. This device allows content audio to be professional mixed with video conferencing audio while also allowing audio to be distributed to the in-room speakers.

  This device provides Acoustic Echo Cancellation (AEC) that removes naturally occurring echoes from Video Conferencing Calls. Independent level control will be provided for overall audio, video conferencing audio, and microphone audio.

  Visionality will provide professional audio tuning in the room using the software interface provided by this device.

  Device Inputs
  1. Content Audio
  2. Ceiling Microphone Array Audio via Dante Audio
  3. Wireless Microphone Audio via Dante Audio
  4. Far-End Video Conferencing Audio from UCD

  Device Outputs
  1. Speakers
  2. Near-End Video Conferencing Audio from UCD

- Visionality will provide, program, and install one (1) Crestron Unified Communications Device (UCD) kit that provides a video conferencing solution for the room based on a Native Microsoft Teams software. This system will interface with the PTZ Camera and Microphones in the space via a USB connection to the DSP so that these devices can be used for conducting Microsoft Teams sessions in the room. This device also includes a 10.1 touch-screen that will be used for Microsoft Teams sessions as well as overall control in the space.

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Event Center Space Continued…..

- Visionality will provide, install, and program one (1) QSC Q-SYS PTZ Camera used to capture the presenter during soft codec video conferencing sessions. This PTZ Camera will be controlled by the 10.1" Wall Mounted Touch-Screen.

Image: QSC PTZ Camera

- Visionality will provide, program, and install two (2) Shure MXA920 Intellimix Ceiling Array Microphones for use in soft code video conferencing sessions. These specialized microphone arrays deliver speech that's naturally intelligible, providing widespread coverage for video conferencing needs of all sizes. These devices allow for free movement and various seating arrangements in the room without the need for wires. These devices are shared via Dante Audio with the DSP.

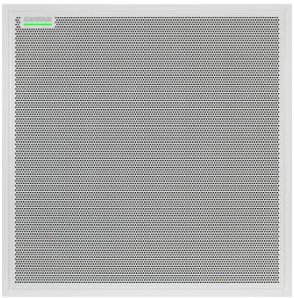


Image: Shure Ceiling Microphone Array

Control System:

- Visionality will provide, install, and program one (1) Crestron 4-Series Processor. This processor will be used for control throughout the facility.

  This device will provide the following control:
  - **Microsoft Teams Room Interface**
  - **One Button AV Source Selection and Switching**
  - **Matrix Control of Video Sources to Displays**
  - **Individual Displays On/Off Control and Feedback**
  - **Volume Control Up/Down/Mute**
  - **Microphone Volume Control Up/Down/Mute**
  - **PTZ Camera Control Up/Down/Left/Right, Zoom In/Out**
  - **PTZ Camera Presets – Five (5) Presets**
  - **Automatic System on via wired HDMI Wall Plate connection.**

- Visionality will provide, program, and install one (1) Crestron 10.1" Wall Mounted Touch-Screen that will be used as the User Interface for both Microsoft Teams Sessions and User Control of the room. This device will provide both easy to use basic system control along with advanced system control and setup for unique use scenarios.

Event Center Space Continued…..

Audio and Sound Reinforcement System:

- Visionality will provide and install twelve (12) Crestron In-Ceiling Speakers for audio playback in the room.

- Visionality will provide and install one (1) Crestron Amplifier to provide power to the in-ceiling speakers in the room.

- Visionality will provide, install, and program one (1) Shure Wireless Microphone System with one (1) Wireless Handheld Microphone, one (1) Wireless Transmitter with Over the Ear Microphone, one (1) Wireless Transceiver, and one (1) Charging Station. The Wireless Microphones will be used for both Sound Reinforcement in the room as well as Microphones for Soft-Codec Video Conferencing Sessions.

Images: Shure Wireless Microphones

Cable Adapter Ring:

- Visionality will provide one (1) Kramer HDMI Adapter Ring for the room that provides cable adapters for Mini Display Port to HDMI, Display Port to HDMI, USB C to HDMI, and Min HDMI to HDMI. This device can be secured to the in-room HDMI cables so that they don't easily disappear.

Image: Kramer HDMI Adapter Ring.

Exercise/Training Room (Room 103) AV Designed Functionality:

Room Overview:

Audio-Visual (AV) Connections:

This Room is provided with the following AV Connections:

- One (1) Unified Communications Device Connection.
- One (1) Wireless Presentation Device Connection.
- One (1) HDMI Wall Plate Connection
- One (1) OFE Cable Box Connection.

Display System:

The display system in this room consists of one (1) 75" Display on the Front South Wall (Plan South).

Video System:

The video system will allow for seamless switching between the connected sources listed above to the displays in the room. The displays can be sent the same signal or different signals can be sent to each display depending on the system configuration.

Video Conferencing System:

Video conferencing in the room is provided by one (1) Unified Communications Device (UCD), one (1) Digital Signal Processor (DSP), one (1) PTZ Camera, and one (1) Ceiling Microphone Array. The UCD provides a native connection to Microsoft Teams Soft Codec Video Conferencing Services.

Control System:

The user interface in the room is provided by one (1) Wall Mounted 10.1" Touch-Screen.

Audio System:

Audio in the room is provided by six (6) in-ceiling speakers and one (1) power amplifier.

Systems Detail:

Display System:

- Visionality provide and install one (1) Sony 75” 4k displays on the plan south wall. *The required electrical outlet and proper wall support for these devices to be provided by COC.*

Image: Sony 75” Display

- Visionality will provide and install one (1) Chief Manufacturing Low Profile Wall Mounts used to mount the 75” Display.

- Visionality will provide and COC or others install one (1) Chief Manufacturing In-Wall box used for storing AV equipment behind the display as well as providing a space for the COC or others provided electrical outlets for the display. This device also allow for ADA compliant installation of the display. *The required electrical outlet for these devices to be provided by COC.*

Video System:

- Visionality will provide and install one (1) Crestron AVProEdge MXNET AV over IP System with the following devices used to either encode AV sources into the system or decode those AV sources in the system for video and audio playback in the room. This system allows for any connected source to be viewed on any of the connected displays through use of the included Crestron Wall Mounted Touch-Screen. This system also allows for easy system expansion in the future.
    - Four (4) MXNET Encoders will be used to encode AV Signals from the Wired HDMI Wall Plate, the AirMedia, the OFE Cable Box, and the Unified Communications Device (UCD) Output.
    - Three (3) MXNET Decoders will be used to decode AV Signals for the 75” Display, UCD Input, and the Audio Input for the DSP.

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Exercise/Training Room Continued…..

- Visionality will provide and install one (1) Crestron Air Media Wireless Presentation Device. This device provides wireless presentation in the room via OFE laptops and mobile devices connected to the same network as the Air Media device. One (1) COC Active and Directly Connected LAN Port with PoE+ is required for this device.

- Visionality will incorporate one (1) OFE COC Provided Cable Box that will be installed in the equipment rack.

Video Conferencing System:

- Visionality will provide, program, and install one (1) QSC Q-SYS Core 110 Flex Digital Signal Processor (DSP). This device is shared between the Event Center, Craft Room, and Exercise/Training Room. This device provides advance switching and mixing of the Content Audio, Microphone, and Video Conferencing Signals in the room. This device allows content audio to be professional mixed with video conferencing audio while also allowing audio to be distributed to the in-room speakers.

  This device provides Acoustic Echo Cancellation (AEC) that removes naturally occurring echoes from Video Conferencing Calls. Independent level control will be provided for overall audio, video conferencing audio, and microphone audio.

  Visionality will provide professional audio tuning in the room using the software interface provided by this device.

  Device Inputs
  1. Content Audio
  2. Ceiling Microphone Array Audio via Dante Audio
  3. Far-End Video Conferencing Audio from UCD

  Device Outputs
  1. Speakers
  2. Near-End Video Conferencing Audio from UCD

Exercise/Training Room Continued…..

- Visionality will provide, program, and install one (1) Crestron Unified Communications Device (UCD) kit that provides a video conferencing solution for the room based on a Native Microsoft Teams software. This system will interface with the PTZ Camera and Microphones in the space via a USB connection to the DSP via the I/O USB Bridge so that these devices can be used for conducting Microsoft Teams sessions in the room. This device also includes a 10.1 touch-screen that will be used for Microsoft Teams sessions as well as overall control in the space.

- Visionality will provide, install, and program one (1) QSC Q-SYS PTZ Camera used to capture the presenter during soft codec video conferencing sessions. This PTZ Camera will be controlled by the 10.1" Wall Mounted Touch-Screen.

Image: QSC PTZ Camera

- Visionality will provide, program, and install one (1) Shure MXA920 Intellimix Ceiling Array Microphone for use in soft code video conferencing sessions. This specialized microphone array deliver speech that's naturally intelligible, providing widespread coverage for video conferencing needs of all sizes. This device allows for free movement and various seating arrangements in the room without the need for wires. This device is shared via Dante Audio with the DSP.

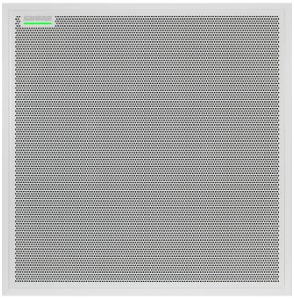


Image: Shure Ceiling Microphone Array

- Visionality will provide, program, and install one (1) QSC USB I/O Bridge that will connect the UCD to the Ceiling Microphone Array and PTZ Camera in the room for soft codec video conferencing sessions.

Exercise/Training Room Continued…..

Control System:

- Visionality will provide, install, and program one (1) Crestron 4-Series Processor. This processor will be used for control throughout the facility.

  This device will provide the following control:
  - **Microsoft Teams Room Interface**
  - **One Button AV Source Selection and Switching**
  - **Matrix Control of Video Sources to Displays**
  - **Individual Displays On/Off Control and Feedback**
  - **Volume Control Up/Down/Mute**
  - **Microphone Volume Control Up/Down/Mute**
  - **PTZ Camera Control Up/Down/Left/Right, Zoom In/Out**
  - **PTZ Camera Presets – Five (5) Presets**
  - **Automatic System on via wired HDMI Wall Plate connection.**

- Visionality will provide, program, and install one (1) Crestron 10.1” Wall Mounted Touch-Screen that will be used as the User Interface for both Microsoft Teams Sessions and User Control of the room. This device will provide both easy to use basic system control along with advanced system control and setup for unique use scenarios.

Audio System:

- Visionality will provide and install six (6) Crestron In-Ceiling Speakers for audio playback in the room.

- Visionality will provide and install one (1) Crestron Amplifier to provide power to the in-ceiling speakers in the room.

Cable Adapter Ring:

- Visionality will provide one (1) Kramer HDMI Adapter Ring for the room that provides cable adapters for Mini Display Port to HDMI, Display Port to HDMI, USB C to HDMI, and Min HDMI to HDMI. This device can be secured to the in-room HDMI cables so that they don’t easily disappear.

Image: Kramer HDMI Adapter Ring.

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Craft Room (Room 102) AV Designed Functionality:

Room Overview:

Audio-Visual (AV) Connections:

This Room is provided with the following AV Connections:

- One (1) OFE Cable Box Connection.

Display System:

The display system in this room consists of one (1) 75” Display on the North Wall (Plan North).

Video System:

The video system will allow for seamless switching between the connected sources listed above to the displays in the room. The displays can be sent the same signal or different signals can be sent to each display depending on the system configuration.

Control System:

The user interface in the room is provided by one (1) Wall Mounted 7” Touch-Screen.

Audio System:

Audio in the room is provided by six (6) in-ceiling speakers and one (1) power amplifier.

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Systems Detail:

Display System:

- Visionality provide and install one (1) Sony 75” 4k displays on the plan south wall. *The required electrical outlet and proper wall support for these devices to be provided by COC.*

Image: Sony 75” Display

- Visionality will provide and install one (1) Chief Manufacturing Low Profile Wall Mounts used to mount the 75” Display.

- Visionality will provide and COC or others install one (1) Chief Manufacturing In-Wall box used for storing AV equipment behind the display as well as providing a space for the COC or others provided electrical outlets for the display. This device also allow for ADA compliant installation of the display. *The required electrical outlet for these devices to be provided by COC.*

Video System:

- Visionality will provide and install one (1) Crestron AVProEdge MXNET AV over IP System with the following devices used to either encode AV sources into the system or decode those AV sources in the system for video and audio playback in the room. This system allows for any connected source to be viewed on any of the connected displays through use of the included Crestron Wall Mounted Touch-Screen. This system also allows for easy system expansion in the future.
    - One (1) MXNET Encoder will be used to encode AV Signals from the OFE Cable Box.
    - Two (2) MXNET Decoders will be used to decode AV Signals for the 65” Display and the Audio Input for the DSP.

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Craft Room Continued…..

- Visionality will incorporate one (1) OFE COC Provided Cable Box that will be installed in the equipment rack.

Control System:

- Visionality will provide, install, and program one (1) Crestron 4-Series Processor. This processor will be used for control throughout the facility.

  This device will provide the following control:
  - **One Button AV Source Selection and Switching**
  - **Matrix Control of Video Sources to Displays**
  - **Individual Displays On/Off Control and Feedback**
  - **Volume Control Up/Down/Mute**

- Visionality will provide, program, and install one (1) Crestron 7" Wall Mounted Touch-Screen that will be used as the User Interface in the room. This device will provide both easy to use basic system control.

Audio System:

- Visionality will provide and install six (6) Crestron In-Ceiling Speakers for audio playback in the room.

- Visionality will provide and install one (1) Crestron Amplifier to provide power to the in-ceiling speakers in the room.

System Rack / IT Closet (Room 106) Designed Functionality:

Room Overview:

Video System:
The video system will allow for seamless switching between the connected sources in the AV System.

The system rack will also include one (1) AVProEdge MXNET Management Device used for controlling and setting up the AV System's AV over IP connections.

Control System:
The System Rack will house the Control Processor used for controlling the entire system. System control will be provided by one (1) Virtual Control Panel.

Audio System:
The System Rack will house the Digital Signal Processor (DSP) that handles all the audio processing for the entire AV System.

The System Rack also includes the amplifiers used for providing power to the speakers in the Event Space, Exercise/Training Room, and Craft Room.

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Systems Detail:

Video System:

- Visionality will provide, install, configure, and program one (1) AVProEdge MXNet Control Box used to facilitate configuration, control, and management of a large-scale AV network using AVProEdge MXNet encoders/decoders. This device provides support of up to 80 NVX devices.

- Visionality will provide, install, and configure one (1) Netgear 40 port AV over IP Switch with a 480 Watt PoE+ Budget and one (1) AVProEdge MXNet 24 Port Switch. These devices are designed to support the special needs of an AV over IP systems. These switches provide customized port-based profiles for AVPro Edge MXNet, QSC DSPs, and Dante Audio, all of which will be utilized on this project.

Control System:

- Visionality will provide and program one (1) Crestron 4-Series Control Processor (controls the entire system) to provide system control.

  This device will provide the following control:
  - **One Button System On**
  - **Matrix Control of Video Sources to Displays**
  - **Matrix Control of Audio Selection**
  - **Individual Displays On/Off Control and Feedback**
  - **Volume Control Up/Down/Mute**
  - **Mic Volume Control Up/Down/Mute**
  - **PTZ Camera Control and Preset Recalls**

- Visionality will provide and program one (1) Crestron XPanel Software User Interface. This interface provides control over all system functions. This interface allows user to control any connected room or device in the system from one OFE PC or Laptop location.

System Rack Continued…..

Audio Processing System:

- Visionality will provide, program, and install one (1) QSC Q-SYS Core 110F Digital Signal Processor (DSP). This device will provide DSP control throughout the system. This device provides advance switching and mixing of the Audio, Microphone, and Video Conferencing Signals in the AV System. This device allows content audio to be professional mixed with microphone and video conferencing audio while also allowing audio to be distributed to in-room speakers.

  Visionality will provide professional audio tuning in the room using the software interface provided by this device.

  Device Inputs
  1. Event Space Content Audio
  2. Event Space Microphone Arrays
  3. Event Space Wireless Microphones
  4. Event Space UCD Audio Far End
  5. Exercise/Training Room Content Audio
  6. Exercise/Training Room Microphone Array
  7. Exercise/Training Room UCD Audio Far End
  8. Craft Room Content Audio

  Device Outputs
  1. Event Space Speakers
  2. Event Space UCD Audio Near End
  3. Exercise/Training Room Speakers
  4. Exercise/Training Room UCD Audio Near End
  5. Craft Room Speakers

- Visionality will provide and install two (2) Crestron Amplifiers to provide power to the speakers in the Event Space, Exercise/Training Room, and Craft Room.

Attachment: Visionality Quote (A/V Equipment - Senior Center)

System Rack Continued…..

Rack System:

- Visionality will provide and install one (1) Middle Atlantic 19-space rack used to house the majority AV Equipment in the AV System. This rack will include thermostatic control along with network-controlled power distribution that allows for resetting the system from the user interfaces in the system.

Image: Middle Atlantic Rack

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Here is the quote you requested.

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
This Quote is produced for the The Interlocal Purchasing System Contract #200904					
CITY OF CELINA SENIOR CENTER AV SYSTEMS					
EVENT CENTER (RM 101)					
	DISPLAY SYSTEM				
2.00	FWD85X80K	85" Commercial 4k Display	$3,857.35	$2,945.88	$5,891.76
2.00	RLXT3	Chief Fit Large Extended Tilt Wall Mount - For displays 43-85"	$243.00	$174.35	$348.70
2.00	PAC526F	WALL ENC16X16MTI-DPRE/PST INST	$179.00	$128.43	$256.86
	VIDEO SYSTEM				
5.00	AC-MXNET-1G-E	Encoder; HDMI, HDMI Loop, USB, IR, RS232, Fiber & RJ45	$1,098.90	$658.53	$3,292.65
4.00	AC-MXNET-1G-D	Decoder; HDMI, USB, IR, RS232, Fiber & RJ45	$1,098.90	$658.53	$2,634.12
1.00	MP-WP152-B	Media Presentation Wall Plate - HDMI®, Black	$132.00	$72.60	$72.60
1.00	FP-G1-B-T	Decorator Style Faceplate, 1-Gang, Black Textured	$12.00	$6.60	$6.60
1.00	AM-3200-WF	AirMedia® Series 3 Receiver 200 with Wi-Fi® Network Connectivity	$1,980.00	$1,089.00	$1,089.00
1.00	CE440	Digital media player, 4K/75 HDR, HDMI 2.1, Android 9.0, 4-core A55 CPU, Mali G31 GPU, 4 GB Ram/64GB Flash, RJ45, WIFI 802.11AC, Bluetooth, GPIO-4LP, RS232	$492.00	$410.00	$410.00
1.00	CEPoE+	PoE+ Internal Module	$70.00	$43.75	$43.75
	VIDEO CONFERENCING SYSTEM				
1.00	UC-C100-T-WM	Crestron Flex Video Conference System Integrator Kit with a Wall Mounted Control Interface and ASUS® Mini PC for Microsoft Teams® Rooms	$5,134.00	$2,823.70	$2,823.70
1.00	NC-12x80	12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	$4,495.00	$3,368.75	$3,368.75
2.00	MXA920W-S	Ceiling Array Microphone, Square, White, 24 inch	$4,732.00	$4,022.20	$8,044.40
12.00	SW-XIOC-EM	XiO Cloud® Provisioning and Management Service, Endpoint Management License for one room per month	$6.00	$3.39	$40.68
1.00	UC-FLEXCARE-C	Premium Crestron Flex Support for New C-Series Systems	$550.00	$310.75	$310.75
	SOUND REINFORCEMENT AND AUDIO SYSTEM				

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
1.00	MXWAPT4=-Z10	4-CH ACCESS POINT TRANSCEIVER	$4,124.00	$2,577.50	$2,577.50
1.00	MXW1/O=-Z10	Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini Connector (TA4M) (Includes one SB901 Battery)	$734.00	$506.25	$506.25
1.00	MX153B/O-TQG	Omnidirectional Earset Headworn Microphone, Black	$297.00	$210.00	$210.00
1.00	MXW2/SM58=-Z	Handheld Transmitter with SM58® Microphone (Includes one SB902 Battery)	$716.00	$493.75	$493.75
1.00	MXWNCS2	2-CH NETWORKED CHARGING STATION	$762.00	$526.25	$526.25
12.00	SAROS IC6LPT-W	Saros® Low-Profile 6.5” 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	$308.00	$169.40	$2,032.80
	REQUIRED CABLING				
1.00			$1,347.25	$862.66	$862.66
EXERCISE/TRAINING ROOM (RM 103)					
	DISPLAY SYSTEM				
1.00	FWD75X80K	75" Commercial 4k Display	$2,389.00	$1,749.41	$1,749.41
1.00	RLF3	Large Fit Fixed Display Wall Mount	$172.00	$123.41	$123.41
1.00	PAC526F	WALL ENC16X16MTI-DPRE/PST INST	$179.00	$128.43	$128.43
	VIDEO SYSTEM				
4.00	AC-MXNET-1G-E	Encoder; HDMI, HDMI Loop, USB, IR, RS232, Fiber & RJ45	$1,098.90	$658.53	$2,634.12
3.00	AC-MXNET-1G-D	Decoder; HDMI, USB, IR, RS232, Fiber & RJ45	$1,098.90	$658.53	$1,975.59
1.00	MP-WP152-B	Media Presentation Wall Plate - HDMI®, Black	$132.00	$72.60	$72.60
1.00	FP-G1-B-T	Decorator Style Faceplate, 1-Gang, Black Textured	$12.00	$6.60	$6.60
1.00	AM-3200-WF	AirMedia® Series 3 Receiver 200 with Wi-Fi® Network Connectivity	$1,980.00	$1,089.00	$1,089.00
	VIDEO CONFERENCING SYSTEM				
1.00	UC-C100-T-WM	Crestron Flex Video Conference System Integrator Kit with a Wall Mounted Control Interface and ASUS® Mini PC for Microsoft Teams® Rooms	$5,134.00	$2,823.70	$2,823.70
1.00	I/O USB Bridge	Q-SYS PoE bridging endpoint for AV-to-USB Bridging. Delivers driverless USB 2.0 connection. Includes dual LAN connections.	$2,085.00	$1,562.50	$1,562.50
1.00	NC-12x80	12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	$4,250.00	$3,187.50	$3,187.50
1.00	MXA920W-S	Ceiling Array Microphone, Square, White, 24 inch	$4,732.00	$4,022.20	$4,022.20
12.00	SW-XIOC-EM	XiO Cloud® Provisioning and Management Service, Endpoint Management License for one room per month	$6.00	$3.39	$40.68

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
1.00	UC-FLEXCARE-C	Premium Crestron Flex Support for New C-Series Systems	$550.00	$310.75	$310.75
	AUDIO SYSTEM				
6.00	SAROS IC6LPT-W	Saros® Low-Profile 6.5” 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	$308.00	$169.40	$1,016.40
	REQUIRED CABLING				
1.00			$1,327.50	$849.45	$849.45
CRAFT ROOM (RM 102)					
	DISPLAY SYSTEM				
1.00	FWD75X80K	75" Commercial 4k Display	$2,389.00	$1,749.41	$1,749.41
1.00	RLF3	Large Fit Fixed Display Wall Mount	$172.00	$123.41	$123.41
1.00	PAC526F	WALL ENC16X16MTI-DPRE/PST INST	$179.00	$128.43	$128.43
	VIDEO SYSTEM				
1.00	AC-MXNET-1G-E	Encoder; HDMI, HDMI Loop, USB, IR, RS232, Fiber & RJ45	$1,098.90	$658.53	$658.53
2.00	AC-MXNET-1G-D	Decoder; HDMI, USB, IR, RS232, Fiber & RJ45	$1,098.90	$658.53	$1,317.06
	CONTROL SYSTEM				
1.00	TSW-770-B-S	7 in. Wall Mount Touch Screen, Black Smooth	$1,980.00	$1,089.00	$1,089.00
	AUDIO SYSTEM				
6.00	SAROS IC6LPT-W	Saros® Low-Profile 6.5” 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	$308.00	$169.40	$1,016.40
	REQUIRED CABLING				
1.00			$502.25	$317.21	$317.21
SYSTEM RACK/IT CLOSET (RM 106)					
	VIDEO SYSTEM				
1.00	AC-MXNET-CBOX	Control Box for MXNET System	$713.90	$438.68	$438.68
1.00	AC-MXNET-SW24	24-Port RJ45 switch (1G) w/ Intelligent AV Processing, 24 PoE ports & 4 SFP+ Ports	$3,848.90	$2,345.20	$2,345.20
1.00	CEN-IO-IR-104	Wired Ethernet Module with 4 IR Ports	$408.00	$224.40	$224.40
1.00	AC-EZRACK-15	15 Port Extender Rack, with easy to interchange thumb screws. Fits ALL Extenders	$328.90	$203.87	$203.87
	CONTROL SYSTEM				
1.00	VC-4-PC-3	Computer with Crestron Virtual Control Server Software	$3,000.00	$1,650.00	$1,650.00
12.00	SW-XIOC-EM	XiO Cloud® Provisioning and Management Service, Endpoint Management License for one room per month	$6.00	$3.39	$40.68
12.00	SW-XIOC-S	XiO Cloud® Provisioning and Management Service, Support License for one room per	$8.00	$4.52	$54.24

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
		month			
1.00	GSM4248P-100N	Netgear AV Line 40 Port PoE+ Switch with 480 Watt Budget	$3,400.64	$2,147.50	$2,147.50
	AUDIO SYSTEM				
1.00	CORE 110f	Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	$4,170.00	$3,125.00	$3,125.00
2.00	AMP-X300	X-Series Amplifier	$880.00	$484.00	$968.00
	RACK SYSTEM				
1.00	BGR-2527LRD	25SP/27D MULTIBAY BGR LRD	$1,317.00	$829.71	$829.71
1.00	BGR-RDC25	25SP BGR REAR CABLE DOOR	$322.00	$202.86	$202.86
1.00	CBS-BGR	BGR CASTER KIT W/HDWARE	$269.00	$169.47	$169.47
1.00	BGR-276FT-FC	BGR 276CFM FAN TOP W/FC	$756.00	$476.28	$476.28
1.00	LACE-23-O-A	23SP3.25"WTIEPOST LACER	$42.00	$26.46	$26.46
10.00	LB-1A-A	L SHAPED LACER BAR	$6.00	$3.78	$37.80
1.00	LBP-2A	10 PACKL BAR2"OFFSET	$97.00	$61.11	$61.11
2.00	LBP-ADJ-A-2PK	L STYLEMULTI OFFSET LACE 0246"2PK	$148.00	$93.24	$186.48
3.00	VT1	1SP PERFORATED VENT PANEL	$25.00	$15.75	$47.25
3.00	U1V	1SP VENTED UTILITY SHELF	$70.00	$44.10	$132.30
3.00	U2V	2SP VENTED UTILITY SHELF	$100.00	$63.00	$189.00
10.00	EB1	1SP FLANGED ECONO BLANK	$14.00	$8.82	$88.20
2.00	RLNK-915R	15A9 OUTIP CTRL POWER	$520.00	$327.60	$655.20
	REQUIRED CABLING				
1.00			$1,053.75	$648.21	$648.21
	PROFESSIONAL SERVICES AND PROGRAMMING FOR DSP and CONTROL SYSTEM				
1.00			$10,347.75	$6,726.16	$6,726.16
	INSTALLATION, TESTING, AND TRAINING				
1.00			$23,784.00	$13,483.40	$13,483.40

Total List	$153,355.64
Total Discounted Price	$98,992.7
Shipping	$0.0
Sales Tax	$0.(
Grand Total	**$98,992.7**

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price

Notes:

Please contact me if I can be of further assistance.

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Visionality has based this proposal on information provided by the customer and/or information that Visionality has discovered while on the customer site. To this extent the proposal is limited to this information. There may be factors that were hidden or not disclosed to Visionality at the time this quote was generated. Visionality retains the right to modify the proposal based on those factors.

Unless otherwise noted, all equipment furnished by the customer (CFE) that is to be integrate within this proposal is assumed to be in good working order loaded with the latest software release. If the proposal relies on existing wiring, pathways, or conduit, they are all assumed to be working correctly and as per diagram. Regardless, any issues in integrating the (CFE) or using existing structure provided by the customer will be billed on a time and material basis.

Responsibilities *(Unless otherwise specified above)*

Visionality Obligations

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visionality will provide drawings that call out power and network locations, which must be installed prior to installation.
- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

Company/Customer Obligations

The following items shall be provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions must be present and hot at time of installation (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- "Hard Points" for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current sructures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
    - For Displays other than video walls, Visionality will provide backing and blocking.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
- Security and Safety
    - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
    - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects need to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
    - Computer Network jacks are to be tested with information for connection readily available.
    - Firewalls and routers will be confirured with proper ports opened .

Attachment: Visionality Quote (A/V Equipment - Senior Center)

  - Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
  - Adequate bandwidth will be provided for the equipment chosen.
- IT staff will be available during the installation process if there is a connectivity issue
- Customer will assure that any customer furnished equipment is in working order.
- For maintenance purposes, customer will work with Visionality to create a mutually acceptable method that will allow remote access to installed equipment.

Project Management Procedures

Each entity will appoint one designee as the prime project manager. These two people will ensure that the products are installed the way the project was envisioned. Any problems need to be funneled through these persons. For example, if there is a change in the room layout, this should be discussed between the two project managers and a change order written.

Status Reviews. Project implementation is taken seriously at Visionality. A weekly status meeting with management is held during all phases of the implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) prior to the onset of installation. During the installation process, Visionality Project management will be available daily to discuss the status and needs of the installation with the customer designated representative.

Payments. Payment for the goods delivered is due when goods are shipped to site. If customer delays installation after goods have been ordered, customer will pay for goods and any shipping charge required to get goods to site, or customer will pay for goods and storge fee. Payment for installation is due when the installation is substantially complete. That is all work has been done and the equipment is operational. However there may be some tasks remaining (e.g. bug list).

Change Orders. All change orders must be submitted in writing from the customer designee to the Visionality project manager. If such a change is a material change of scope either in parts or labor, the project manager will provide an estimate of the change in price. Visionality will proceed with this change when the change order has been completed and approved by both parties.

Integration, Commissioning, and Sign-Off:
Prior to Visionality programming, Visionality will meet with the customer's designated personnel to review the touchpanel and system operation. Additional feature requests beyond those scoped in this document and accepted during this meeting will require a change order.

A required walk-through with the customer's designated personnel will occur the day before commissioning completion, to evaluate system performance, create bug lists, and establish a final sign-off punchlist.

A final walk-through with customer's designated personnel will occur upon completion for final sign-off. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

Attachment: Visionality Quote (A/V Equipment - Senior Center)

Terms and Conditions

Disclaimers
Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

Limitations
The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

At times, the goods and services in this proposal may be purchased by a government entity under a specific purchasing contract and that contract may have a clause which conflicts with this clause. In that case the terms of the purchasing contract will take precedence.

Statement of Confidentiality
This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC unless otherwise required by law. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with the Texas Public Information Act (TPIA) and the Freedom of Information Act. If there is a request for this document the customer will take ll necessary steps to defend the confidentiality of the document, including an appeal to the Office of the Attorney General and also make a good faith attempt to inform DTC that their proprietary information is being requested from the governmental body.

Installation (if applicable)
Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; free access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

Product Returns
DTC does not accept product returns unless defective and only for replacement.

Non-Solicitation.

Customer agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement or Last Date of Service on this Agreement, whichever comes later, Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Design That Compute's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Designs That Compute, either for the customer or any other person or entity. Should the Customer infringe on this, it will be seen as a referral of the employee and the client agrees to pay Designs that Compute a one-time referral fee of two hundred (200) percent of the candidates total annual starting compensation with a minimum referral fee of fifty-thousand dollars ($50,000). Should the employee be hired as an hourly their annual compensation will be calculated at two thousand (2,000) times their hourly rate. Referral Fees will be invoiced immediately upon hiring of an employee by the Customer and will be due net thirty (30).

Payment Terms

Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that many delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

Non-Taxable Entities

Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	John Cullison, Police Chief
Date:	December 13, 2022
Re:	Motorcycles FY 23

Action Requested:

Consider and act to purchase two (2) Motorcycles from BMW through a cooperative contract with the City of Fort Worth in the amount of $58,387.74 plus two (2) radar units from Applied Concepts through a cooperative contract with Buyboard in the amount of $7,265.00 for a total amount not to exceed $65,652.74. (Berry)

Background Information:

Staff requests authorization to procure two (2) new BMW Motorcycles. The units will be used to work traffic accidents and assist in the reduction of unsafe driving. These are enhancements to the Fleet, approved in the current budget (item 354), and will be purchased through the following cooperative agreements.

	Radar	**Motorcycles**
· Cooperative Agencies:	BuyBoard	City of Fort Worth
· Cooperative Contract:	608-20	19-0129

The City maintains executed Interlocal Agreements with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

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.

Supporting Documents:

BMW Quote
Applied Concepts Quote

Staff Recommendation:

Authorize the purchase as recommended.

R 1250 RT-P Motor Pricing Form

(2023 Model Year)

BMW Motorrad

	Color	Option Code
0	Night Black & Alpine White III	753
1	Night Black	716
0	Alpine White III (special order)	751
0	Black Blue (special order +60 days)	754
0	Saphir Blue (special order + 60 days)	755
0	Violet Blue (special order +60 days)	756
0	Glacier Silver Metallic (special order)	N99

May 26, 2022

Quotation: **Motorcycle**

CELINA PD **$21,250.00**

		Option Code	Retail Price	
	Factory Special-Order Options - Plan 90-120 Days for Delivery			
0	Adaptive Headlight (includes 219)	134	$625.00	$0.00
0	Keyless Ride w/two transmitters	193	$375.00	$0.00
0	Gear Shift Assist Pro	222	$495.00	$0.00
0	Ride Modes Pro (includes 18B)	224	$215.00	$0.00
0	Chrome Exhaust (includes 19F)	340	$150.00	$0.00
0	Additional LED Headlights (driving lights)	562	$450.00	$0.00
0	PA Microphone	599	$595.00	$0.00
0	High Seat Black	610	$0.00	$0.00
0	Low Seat Black	776	$0.00	$0.00
0	Enhanced Smart Phone Connectivity	6NS	$250.00	$0.00
	The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete			
1	Heated Seat	518	$225.00	$225.00
1	Tire Pressure Monitoring	530	$225.00	$225.00
1	Cruise Control (standard feature)	538	$0.00	$0.00
1	Weather Protection	649	$195.00	$195.00
	Additional Labor Operations Provided by Dealer			
1	FMSA-MT-SSE SIDE STAND EXTENSION			$36.00
1	FMSA-EL-ACP ACC 1-3 CONNECTION PLUG			$9.50
1	FMSA-EL-RPP RADIO CONNECTION PLUG CODE A			$10.00
1	FMSA-EL-SCP SPEAKER CONNECTION PLUG			$9.50
1	FMSA-EL-FFH FORNT FUSED POWER SCOCKET HARNESS			$33.00
1	FMSA-MT-LGAP LIDAR GUN HOLSTER ADAPTER PLATE			$26.95
1	FMSA-EA-USB FAIRING USB OULET			$49.00
1	FMSA-EA-LSF FIARING MOUNT POWER SOCKET			$45.00
1	FMSA-EL-RCP RADAR CONNECTION PLUG			$9.50
1	FMSA-MT-TFT-DSR STALKER COMPACTDISPLAY HEAD MOUNT			$49.00
1	FMSA-AMF-SSD STALKER FRONT RADAR ANTENNA MOUNT			$46.00
1	FMSA-RAM-OSD STALKER REAR RADAR ANTENNA MOUNT			$43.00
				$0.00
				$0.00

Units			
1	Quotation valid for 60 days from date noted below.	**Total Price - Page 1**	**$22,261.45**
		Total Price - Page 2	**$3,070.08**
		Total Price - Page 3	**$748.34**
	Date of Quote:	**Parts From Other Suppliers - Page 4**	**$0.00**
		Dealer Basic Assembly / Preparation	**$2,224.00**
		Motorcycle Freight	**$890.00**
		Total Retail Price per Unit with Options	**$29,193.87**
	0.00%	**State Sales Tax (if applicable)**	**$0.00**
		Total Retail Price per Unit with Options	**$29,193.87**

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

Attachment: BMW Pricing (Motorcycles FY 23)

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:
CELINA PD

BMW Motorrad

Per		BMW P/N	Order #	Retail	Total Retail
	Blue ID Light Selection (1)				
1	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		$0.00	$0.00
0	Round Blue License Plate ID Lights - RID	71 60 2 452 897		$0.00	$0.00
Per	**Emergency Warning Lights (10)**	**BMW P/N**	**Order #**	**Retail**	**Total Retail**
5	Red LED-X Light	63 17 2 361 718	5	$135.00	$675.00
5	Blue LED-X Light	63 17 2 361 719	5	$135.00	$675.00
0	Amber LED-X Light	63 17 2 361 720	0	$135.00	$0.00
0	White LED-X Light	63 17 2 361 721	0	$146.00	$0.00
0	Green LED-X Light	63 17 2 450 782	0	$146.00	$0.00
	Rear Duplex Emergency Warning Light (1)				
0	Duplex LED-X Red / Red	63 17 2 361 728	0	$431.00	$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	$471.50	$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	$451.50	$451.50
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	$451.50	$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	$410.35	$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	$451.50	$0.00
	Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)				
6	White Torus LED TDL/Alley	63 17 2 361 722	6	$96.00	$576.00
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	$80.29	$160.58
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	$70.50	$141.00
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	$179.00	$179.00
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	$134.00	$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	$146.50	$0.00
	Dealer Installed Options / Retrofits				
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	$804.00	$0.00
0	Shift Assistant Pro - Enabling Code	77 15 8 395 839	0	$50.08	$0.00
0	Ride Modes Pro - Enabling Code	77 53 8 395 840	0	$250.65	$0.00
0	Also Requires DTC Enabling Code	77 53 8 395 841	0	$65.11	$0.00
0	LED Auxiliary Headlights Nano (order 2)	63 17 9 457 322	0	$203.00	$0.00
0	Bolt 6 x 40 (order 2)	63 12 7 699 141	0	$7.18	$0.00
0	M6 Hex Nut (order 2)	07 12 9 905 826	0	$4.36	$0.00
	Requires Activation by Dealer - No Code Needed				
	Convenience Options				
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0	$111.46	$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 7 914 594	0	$390.14	$0.00
0	Heated Seat - Low	52 53 8 544 786	0	$740.20	$0.00
0	Heated Seat - High	52 53 8 544 792	0	$740.20	$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	$39.00	$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1	$212.00	$212.00
0	Motorcycle Full Cover	71 60 2 450 408	0	$179.00	$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

Attachment: BMW Pricing (Motorcycles FY 23)

R 1250 RT-P Motor Pricing Form - Page 3

BMW Motorrad

Quotation for:

CELINA PD

Additional Accessories

Qty Per	Item Description Additional Accessories	BMW P/N	Order #	Page 3 Retail	Total Retail
	Storage Options				
0	Saddlebag Liners (each)	71 60 7 704 109	0	$172.40	$0.00
0	Tank Top Bag	77 45 8 543 227	0	$318.00	$0.00
	Engine Protection				
1	Rocker Cover Protection	77 14 8 406 187	1	$325.00	$325.00
1	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	1	$171.25	$171.25
5	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	5	$4.30	$21.50
5	Grommet (order 5)	13 53 1 341 283	5	$3.68	$18.40
5	Bushing (order 5)	11 84 8 544 832	5	$7.21	$36.05
1	Bracket front (order 1)	11 84 8 532 937	1	$73.28	$73.28
1	Bracket Rear (order 1)	11 84 8 532 940	1	$91.66	$91.66
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	$3.68	$0.00
5	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	5	$2.24	$11.20

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

Attachment: BMW Pricing (Motorcycles FY 23)

Additional Accessories From Other Suppliers - Page 4

Qty	Description	PN	Price Each	Total Price

STALKER radar

applied concepts, inc.

QUOTE #2067825

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Chris Frett, +1-972-801-4866, chrisf@a-concepts.com

Reg Sales Mgr: Michael Guinn, +1-972-213-0349, michaelg@a-concepts.com

Date: 11/10/22

Effective From : 11/10/2022 **Valid Through:** 02/08/2023 **Lead Time:** 45 working days

Bill To:
Celina Police Dept
110 N. Colorado Street
Celina, TX 75009-6292
Accounts Payable

Customer ID: 107045

Ship To: *FedEx Ground*
Celina Police Dept
110 N. Colorado Street
Celina, TX 75009
Patrol Sergeant Jeremiah Phillips

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	807-0015-00	DSR 2X 2021-2023 BMW 1250 RT-P Motorcycle Package	36	$3,610.00	$3,610.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-0965-40	2X Counting Unit, 1.5 PCB		$0.00
2	1	200-0723-01	Motorcycle Waterproof Display		$0.00
3	1	200-1082-00	Stalker Motorcycle Display Sun Shield		$0.00
4	1	200-0720-01	Motorcycle Waterproof Remote		$0.00
5	1	200-1237-00	DSR Ka Antenna		$0.00
6	1	200-1237-01	DSR Ka Antenna, Rear		$0.00
7	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		$0.00
8	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		$0.00
9	1	155-2591-04	4 Foot Antenna Cable, IP67		$0.00
10	1	155-2591-08	8 Foot Antenna Cable, IP67		$0.00
11	1	200-1108-20	2021-2023 BMW 1250RT-P Mounts Kit,5-Window Display		$0.00
12	1	155-2253-00	Waterproof Display/Remote Cable		$0.00
13	1	200-0992-15	BMW Power/VSS Kit, 2015-Current		$0.00
14	1	155-2265-00	6" Cable, 9-Pin Dual Extension		$0.00
15	1	062-0034-00	Motorcycle Settings		$0.00
16	1	200-0619-00	2X Documentation Kit		$0.00
17	1	035-0361-00	Shipping Container, Dash Mounted Radar		$0.00
18	1	060-1000-36	36 Month Warranty		$0.00

Group Total $3,610.00

Product	$3,610.00	Sub-Total:	$3,610.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$22.50
Payment Terms: Net 30 days		**Total: USD**	**$3,632.50**

Buy Board 608-20

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Attachment: Applied Concepts - Radar (Motorcycles FY 23)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Stormy Johnson, Assistant Finance Director
CC: Jason Laumer, City Manager
Date: December 13, 2022
Re: Investment Policy

Action Requested:
Consider and act upon a resolution of the City Council of the City of Celina adopting an investment policy for funds for the City of Celina for fiscal year 2022-2023; designating the Assistant City Manager over Internal Services, the Director of Finance, and the Assistant Finance Director as the Investment Officers; and providing an effective date. (Johnson)

Background Information:

Policy was introduced and approved by City Council on 11/13/22. Staff is requesting City Council to approve the document by resolution. This last step will finalize the adoption of the Investment Policy.

The City of Celina contracted with Linda Patterson, President of Patterson & Associates - A Meeder Investment Company, to update the City's Investment Policy. Linda has been a hands-on manager of public funds since 1983. She is a registered adviser and Certified Finance Administrator. Linda teaches nationally on the full range of treasury functions including investment strategy, investments, benchmarking, cash flow, cash handling and banking. During her 20 years in public finance, Linda was the City Treasurer of Fort Worth, Texas and Deputy State Treasurer/CIO for Texas. Linda is an active member of multiple Texas and national public finance professional organizations and has authored two books on public investing. She holds a Masters degree in Public Administration and was a Fulbright Scholar in Germany. Additionally, Linda's authorship of the Public Funds Investment Act (PFIA) and Public Funds Collateral Act (PFCA) was instrumental in establishing investing parameters for public entities in Texas. Currently, Meeder Public Funds serves over 375 clients with over $42 billion of public fund assets under management and advisement.

Meeder Investment Company updated the Investment Policy to meet the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) which requires local governments to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the "Act"]) to define, adopt and review a formal investment strategy and policy.

The Policy's goal is to anticipate cash flow requirements of the City and give due consideration to the

safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

Specific updates include "In accordance with state law the City is required to competitively bid for a banking services depository every five years. Any bank in Texas may be used for time and demand deposits." and defining the bid requirement for the City's depository. Clarifying language was added such as "safety is defined as the undiminished return of the principal on the City's investment" and spelling out "the City Council holding the ultimate fiduciary responsibility per state law." Additionally, the policy designates the Assistant City Manager over Internal Services, and Director of Finance, and the Assistant Finance Director as the Investment Officers.

Supporting Documents:
Resolution
Investment Policy

Staff Recommendation:
Staff recommends resolution approval

CITY OF CELINA, TEXAS

INVESTMENT POLICY
November 8, 2022

Attachment: Investment Policy 11.8.22 final (Investment Policy Update)

CITY OF CELINA, TEXAS INVESTMENT POLICY

PREFACE

It is the policy of the City of Celina (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the "Act"]) to define, adopt and review a formal investment strategy and policy.

Attachment: Investment Policy 11.8.22 final (Investment Policy Update)

CITY OF CELINA INVESTMENT POLICY TABLE OF CONTENTS

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1. PURPOSE. The purpose of this investment policy (the "Policy") is to set forth specific investment policy and strategy guidelines for the City to achieve the goals of preservation and safety of principal, liquidity, yield and maintain public trust in all investment activities. On an annual basis, the City Council shall review and adopt the investment strategy and policy and shall state Policy revisions, if any, in the adopting resolution.

2. INVESTMENT STRATEGY. The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum judgement and care is in the pursuit of yielding a market rate of return. For the purpose of this Policy, a "*market rate of return*" refers to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a market rate of return while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month treasury or agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

The portfolio is structured as a *buy-and-hold strategy* with maturities matching known liabilities. The underlying strategy is to have all funds under the City's control earn interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy emphasizes low credit risk, liquidity, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments, as defined in Section 6 of this Policy, comply with State law, and reflect the avoidance of credit risk.

Diversification refers to dividing investments among a variety of securities and maturities to spread risks. This strategy uses local government investment pools to maintain liquidity. The management of maturities refers to structuring the maturity dates of the direct investments so that maturity dates are structure to maximum potentially higher interest rates associated with longer maturity periods while retaining sufficient cash on hand in order to timely meet the City's financial obligations.

2.1 The primary investment strategy and objectives of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- *Safety* and *preservation* of principal;
- Maintenance of sufficient *liquidity* to meet operating needs;
- Attainment of a *market rate of return* on the investment portfolio; and
- Maintenance public trust by adhering to stated *objectives*.

2.2 The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies.

The portfolio may be combined for investment purposes while still recognizing the specific needs of individual fund types and the total portfolio shall have a maximum weighted average maturity of two years.

2.2.1 *Liquidity Strategy.* Diversifying the City's investment opportunities using local government investment pools and money market mutual funds which strive to maintain a $1 NAV and as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf of its participants and whose investment objectives in order of priority match

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those objectives of the City. Funds are available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools can prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank, are available for deposit in investment pools.

2.2.2 *Laddered Strategy.* Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds matches investment maturities with known liabilities. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- It represents a prudent diversification method;
- All investments remain within the approved maturity horizon;
- It will normally allow the City to capture a reasonable portion of the yield curve; and
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3 *Managed Portfolio Strategy.* If the City uses an investment management firm the additional professional resources will be utilized for the strategy optimization in which case the following strategy will apply.

Pursuant to the Public Funds Investment Act (Texas Government Code 2256.003), the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) and with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the advisor take possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any initial contract awarded by the City Council for investment advisory services may not exceed two years and may include an option to extend by mutual consent of both parties.

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review. Any Investment Advisor contracted by the City shall abide *Public Fund Investment* Act under the Texas Government Code and by the *Prudent Expert Rule*. Investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion, and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

2.2.4 *Fund Directed Strategies.* The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

2.2.4.0 Operating Funds. Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are

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matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer in a laddered structure. A small liquidity buffer will be maintained for unanticipated needs. All security types, as authorized by this Policy, are considered suitable investments for the operating and pooled funds.

2.2.4.1 Debt Service. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore, investment maturities shall not exceed the anticipated cash flow requirements and each succeeding payment date must be fully funded before any extension is made.

2.2.4.2 Debt Service Reserves. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. The Debt Service Reserve Fund's portfolio maturities shall not exceed the call provisions of the bond issue to reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.

2.2.4.3 Capital Projects. Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Market conditions and arbitrage regulations will influence the investment of capital project funds. Achieving a positive spread to applicable arbitrage yield is the desired objective, although at no time shall the anticipated expenditure schedule be exceeded to increase yield.

2.2.5 *Buy-and-Hold.* The strategy of the City is to buy and hold securities matching liabilities. This prevents the need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

2.2.6 *Depository Funds.* In accordance with state law the City is required to competitively bid for a banking services depository every five years. Any bank in Texas may be used for time and demand deposits.

2.2.7 *Depository Bank Relationships.* This Policy shall seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will maintain a depository banking services contract which will minimizes the cost of the banking relationship, while allowing the City to earn a market return on demand deposits.

2.2.8 *Distribution of Earnings.* A combined portfolio may be utilized. Earnings from a combined portfolio will be allocated on a pro-rata cash basis to the included funds.

2.2.9 *Cash Management*. Procedures shall be established and implemented to manage receivables and to maximize investable cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

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3. SCOPE. The Investment Policy shall govern the investment of all financial assets reported in the City's annual financial statement which includes: the General Fund, Debt Fund(s), Enterprise Funds, Special Revenue Funds, General Obligation Interest and Sinking Fund, Capital Projects Funds, and any other funds which have been contractually delegated to the City for management purposes. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. INVESTMENT OBJECTIVES. Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1 Preservation and Safety of Principal. Preservation and the safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities, as defined in this Policy, by qualifying the financial institutions with whom the City will transact business and through portfolio diversification.

4.2 Liquidity. The investment portfolio shall be managed to maintain sufficient liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be laddered to provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.5 above.

4.3 Yield. The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market yield throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4 Public Trust. All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All officials of the City having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. INVESTMENT RESPONSIBILITY. As provided in this policy, the daily operation and management of the City's investments are the responsibility of the designated Investment Officers with the City Council holding the ultimate fiduciary responsibility per state law.

5.1 Investment Officers. The Assistant City Manager over Internal Services, the Director of Finance and the Assistant Finance Director shall be the "Investment Officers" of the City. As Investment Officers, they are authorized to deposit, withdraw, invest, transfer, or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Director of Finance who shall establish written procedures for the operation of the investment program consistent with this Policy. Because of the various duties and responsibilities related to managing the investment portfolio, the Investment Officers may delegate specific duties and responsibilities to an accountant. No persons may engage in an investment transaction except as provided under the terms of this Policy. The Director of Finance shall be responsible for all transactions and shall establish a system of controls to regulate the activities of subordinate staff or investment officers. The system of controls shall be

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designed to provide reasonable assurance that the assets of the City are protected from loss, theft, or misuse. The concept of reasonable assurance recognizes that:

- the cost of a control should not exceed the benefits likely to be derived; and
- the valuation of costs and benefits requires estimates and judgments by management

Commitment of financial and staffing resources to maximize returns through pro-active portfolio management shall be the responsibility of the City Council.

5.2 Standard of Care. The standard of care used by the City shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

- the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
- whether the investment decision was consistent with the written investment policy and procedures of the City.

5.3 Due Diligence. The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments. All Investment Officers involved in investment transactions will be bonded.

5.4 Ethical Standards and Conflicts of Interest. All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions.

An Investment Officer who has a personal business relationship with any depository bank or with any entity seeking to sell an investment to the City shall file a statement with the City Secretary disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City under the set limits of the law shall file a statement disclosing that relationship with the Texas Ethics Commission and the City Council.

5.5 Investment Training. The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties and attend an investment training session not less than once every succeeding two fiscal years, receiving an additional eight (8) hours of training. Training sources shall be approved by the City Council. Sources include the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management.

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk: credit risk and interest rate risk. *Credit risk* is the risk associated with the failure of a security issuer or backer to timely repay principal

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and interest in full. *Interest rate* risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. To provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City within a buy-and-hold strategy.

Only the following investments are authorized for the City. The maximum stated maturity of any investment is five years. All investment transactions will be made on a competitive basis.

6.1 Authorized and Acceptable Investments. The authorized list of investment instruments are as follows:

6.1.1 *U.S. Obligations.* Obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities.

6.1.2 *Direct Obligation.* Direct obligations of the State of Texas, or its agencies and instrumentalities.

6.1.3 *General Obligation.* General obligation debt of the State of Texas or other US state or their respective agencies and instrumentalities, excluding mortgage-backed securities.

6.1.4 *Depository Certificates of Deposit*. A certificate of deposit issued by a depository institution that has its main office or a branch office in the state and is:

- guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or its successor;
- over the FDIC insurance level, secured by obligations that are authorized by this policy including mortgage-backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage-backed securities of the nature described in Section 2256.009(b) of the Act;

6.1.5 *Credit Union Share Certificates.* A share certificate issued by a credit union in Texas fully insured by the National Credit Union Share Insurance Fund.

6.1.6 *Brokered certificates of deposit.* Fully FDIC insured brokered certificate of deposit securities from any US state delivered versus payment to the City's safekeeping/custody.

6.1.7 *Local Government Investment Pools.* Public funds investment pools in Texas which strive to maintain a $1 NAV provided that the investment pool underlying local cooperative agreement has been authorized by the City Council.

6.1.8 *AAA-rated Money Market Mutual Funds.* These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity of sixty (60) days or less;
- the investment objectives include the maintenance of a stable net asset value of one dollar ($1.00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.
- The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

6.1.9 *Commercial Paper*. Commercial Paper rated A1/P1 or equivalent with a maximum maturity of 270 days.

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6.1.10 *Repurchase Agreements.* Repurchase Agreements executed under a Master Repurchase Agreement with primary dealers. Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001). The use of flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument. Diversification strategies shall be determined and revised periodically by the Director of Finance and the City Council.

7.1 Diversification by Maturities. The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, including funds at the City's depository bank, may be combined and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio is two (2) years.

7.2 Diversification Guidelines. Diversification guidelines by security type shall be measured at the time of purchase:

	Percentage of Portfolio
U.S. Treasury Obligations	90%
U.S. Government Agency Securities	80%
Authorized Local Government Investment Pools	100%
Fully Insured or Collateralized Certificates of Deposit	50%
Money Market Mutual Funds	20%
Commercial Paper	15%
CP Issuer	10%
Municipal Debt Obligations	35%

8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. Should the City determine a need for broker/dealers, the following procedures and requirements will apply:

8.1 Financial Institutions. Financial institutions with and through whom the City invests shall be FDIC insured state or national banks domiciled in this state. No public deposit shall be made except in a qualified public depository as established by state laws. The banking services depository will be governed by a depository contract awarded by the City Council and executed under the terms of The Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA)

Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC; and (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

8.2 Broker/dealers. The City Council will adopt the list of authorized broker/dealers at least annually. All broker/dealers must supply the following as appropriate: (1) annual audited financial statements; (2) proof of

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FINRA (Financial Industry Regulatory Authority) registration; (3) proof of State Securities Board registration; and (4) completed City broker/dealer questionnaire. All authorized broker/dealers will be sent a copy of the then-current Investment Policy.

8.3 Annual Review. An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer.

8.4 Investment Officer. The investment officer is responsible for monitoring all transactions made with financial institutions and/or broker/dealers to determine that they are in compliance with the provisions of the Investment Policy.

9. DELIVERY VERSUS PAYMENT ("DVP"). It is the policy of the City that all security transactions shall be conducted on a DVP basis . City funds are not released until the City's safekeeping agency or custodian has received the securities purchased.

10. SAFEKEEPING OF CITY OWNED SECURITIES All securities owned by the City shall be held by its contracted safekeeping agent or custodian. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities owned.

11. COLLATERALIZATION. Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all time and demand deposits with a depository bank. The market value of the investments securing the deposit of funds shall be at least 102% market value of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held by an independent third party approved by the City

Authorized collateral shall include only:

- Obligations of the US Government, its agencies and instrumentalities including mortgage-backed securities and CMOs which pass the volatility test,
- Obligations of any US state and its subdivisions rated A or better,
- Federal Home Loan Bank (FHLB) irrevocable letters of credit.

The collateral agreement is to specify the acceptable investment securities as collateral, the custodian, the substitution, or release of investment securities, and the method of valuation of securities. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. Release of collateral or substitution of securities must be approved by the Investment Officer. Financial institutions serving as City depositories of time or demand deposits will be required to sign a "Depository Agreement" under the terms of FIRREA. The agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with FIRREA including:

- the Agreement must be in writing;
- the Agreement must be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

For time and demand deposits, collateral shall be maintained by the depository at 102% market value of the deposits. Financial institutions, with which the City maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City marked to current market

Attachment: Investment Policy 11.8.22 final (Investment Policy Update)

prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable.

12. INTERNAL CONTROL. The Director of Finance shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established Investment Policy.

13. BENCHMARK. The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark shall be the one-year Treasury Bill and the two-year Treasury Note in accordance with the Policy established WAM and cash flow needs.

14. REPORTING. The Investment Officers shall submit a quarterly signed quarterly investment report in accordance with the Act that summarizes current market conditions, economic developments, and anticipated investment conditions. The report shall provide detail on all positions and summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

14.1 Annual Report. Within 60 days of the end of the fiscal year, the Investment Officers shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

14.2 Quarterly Report. The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

14.2.1 A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled fund group (portfolio) for which each individual investment was acquired;

14.2.2 Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from independent sources;

14.2.3 Additions and changes to the market value during the period;

14.2.4 Fully accrued interest and total earnings for the reporting period;

14.2.5 Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;

14.2.6 Listing of investments by maturity date or market sector;

14.2.7 The percentage of the total portfolio which each type of investment represents; and

Attachment: Investment Policy 11.8.22 final (Investment Policy Update)

14.2.8 Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

15. INVESTMENT POLICY ANNUAL ADOPTION. The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be included in the adopting resolution of the City Council.

Attachment: Investment Policy 11.8.22 final (Investment Policy Update)

RESOLUTION NO. 2022-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA ADOPTING AN INVESTMENT POLICY FOR FUNDS FOR THE CITY OF CELINA FOR FISCAL YEAR 2022-2023; DESIGNATING THE ASSISTANT CITY MANAGER OVER INTERNAL SERVICES, THE DIRECTOR OF FINANCE, AND THE ASSISTANT FINANCE DIRECTOR AS THE INVESTMENT OFFICERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005(a)) requires the City Council of the City of Celina (the "City Council") to adopt an investment policy and investment strategies by resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005(e)), requires the City Council to review its investment policy not less than annually; and

WHEREAS, the City Council has reviewed the Investment Policy for Fiscal Year 2022/2023 (the "Investment Policy") attached hereto as **Exhibit "A"** and incorporated herein, for compliance with the Public Funds Investment Act; and

WHEREAS, the Public Fund Investment Act (Section 2256.005(f)) requires the City to designate by resolution one or more officers as investment officer to be responsible for the investment of its funds consistent with the Investment Policy.

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

SECTION 1. That the foregoing recitals are hereby adopted and incorporated into this Resolution.

SECTION 2. The Investment Policy attached hereto as Exhibit "A" ("Investment Policy"), and made a part hereof for all purposes, has been reviewed and includes any amendments thereto, is hereby adopted as the Investment Policy of the City of Celina as required by Chapter 2256 of the Texas Government Code.

SECTION 3. That the Assistant City Manager over Internal Services, the Director of Finance, and the Assistant Finance Director are hereby designated as the City's primary investment officers to perform the functions required by the attached Investment Policy, and the investment officers are hereby authorized to perform the functions required under the Investment Policy and Chapter 2256 of the Texas Government Code, as amended from time to time.

Attachment: RES 2022-___R_investment policy v2 CRK 12.6 (Investment Policy Update)

SECTION 4. This resolution shall take effect upon its passage and approval.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA ON THIS THE 13TH DAY OF DECEMBER 2022.

APPROVED:

_____
Sean Terry, MAYOR

ATTEST:

_____
Lauren Field, CITY SECRETARY

Attachment: RES 2022-___R_investment policy v2 CRK 12.6 (Investment Policy Update)

EXHIBIT A
CITY OF CELINA, TEXAS
INVESTMENT POLICY

Attachment: RES 2022-___R_investment policy v2 CRK 12.6 (Investment Policy Update)

Life Connected.

Parks and Recreation
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Cody Webb, Director of Parks and Recreation
CC:	Kim Brawner, Assistant City Manager
Date:	December 13, 2022
Re:	Naming of the future Senior Center

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, bestowing the name "Ralph O'Dell Senior Center at Ousley Park" upon the Senior Center at Ousley Park; and, providing an effective date. (Webb)

Background Information:

The City has plans to renovate the old Bobcat Stadium locker room to create the City's future Senior Center. Plans are completed and construction will soon be underway. There is currently no name for the Senior Center.

Staff proposes to name the future Senior Center after one of Celina's long time leaders, Ralph O'Dell. Ralph has proved his love for Celina and his devotion to supporting the Seniors through his many years of service within the community.

The proposed name of the renovated facility is, "Ralph O'Dell Senior Center at Ousley Park".

Alternatives:

The City Council may reject this proposed change

Supporting Documents:

Proposed Resolution

Staff Recommendation:

Staff recommends approval

RESOLUTION NO. 2022-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, BESTOWING THE NAME OF "RALPH P'DELL SENIOR CENTER AT OUSLEY PARK" UPON THE SENIOR CENTER AT OUSLEY PARK; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ralph O'Dell has been a member of the Celina community for over 30 years during which he served in several key community leadership positions; and,

WHEREAS, Ralph O'Dell during his time in Celina has been involved in many initiatives to benefit the Celina community and especially the Senior Citizens; and,

WHEREAS, Ralph O'Dell is the epitome of the Celina community as exemplified in his beliefs, commitments, and contributions too numerous to count.

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

SECTION 1. In recognition of Ralph O'Dell's contributions to the Celina community, the Celina City Council hereby bestows the name of "Ralph O'Dell Senior Center at Ousley Park" upon the Senior Center at Ousley Park.

SECTION 2. The Celina City Council directs City staff to take the necessary action to ensure that this new name is promulgated properly, and any appropriate signage erected as soon as possible following the effective date of this resolution.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ON THIS THE 13th DAY OF DECEMBER 2022.

APPROVED:

_____

Sean Terry, MAYOR

ATTEST:

_____

Lauren Field, CITY SECRETARY

Attachment: Senior Center Name Resolution (Senior Center at Ousley Park Name Resolution)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Budget Amendment FY 2022-2023 - December 2022

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022 and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:

A FY 2023 budget amendment is requested for the FY 2022-2023 Operating Budget. The amendment includes budget appropriation from the TIRZ # 11 fund in the amount of $185,434 annually for the next three years with a total cost not to exceed of $556,302.

The Board of Directors of Tax Reinvestment Zone Number Eleven, City of Celina, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved and recommend to City Council distribution from the TIRZ Fund for the Downtown Patio Project on December 13, 2022. The City Council approval is on consent.

Supporting Documents:

Ordinance Amending Budget
Exhibit A

Staff Recommendation:

Staff recommends approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-xxx

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2022-113, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2022-2023 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 2022-2023, heretofore previously adopted by Ordinance 2022-113; 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, 2023, heretofore previously adopted by Ordinance 2022-113 duly enacted by the City Council of the City of Celina on the 13th day of September, 2022, 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.

Attachment: 2022 - 113 Amend Budget ordinance December 13, 2022 (FY 2023 Budget Amendment December 2022)

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day of December 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2022 - 113 Amend Budget ordinance December 13, 2022 (FY 2023 Budget Amendment December 2022)

Exhibit A

Meeting date: December 13, 2022
FY 2023 Budget Amendment Detail

Budget Change # BA00212

Account #	Account Name	Description	Adjustment
311-11-1350	FUND BALANCE	DOWNTOWN PATIO PROJECT FUNDING OVER 3 YEARS ($185,434/YEAR)	(556,302)
311-123-000-6680	TRANSFER OUT TO 109	DOWNTOWN PATIO PROJECT FUNDING OVER 3 YEARS ($185,434/YEAR)	556,302
109-400-000-4900	TRANSFER IN/ Fund Balance	DOWNTOWN PATIO PROJECT- CONSTRUCTION - TO BE REIMBURSED OVER 3 YEARS FROM TIRZ #11 (YEAR 1 REIM)	(185,434)
109-11-1350	FUND BALANCE	DOWNTOWN PATIO PROJECT- CONSTRUCTION - TO BE REIMBURSED OVER 3 YEARS FROM TIRZ #11 (YEAR 2 & 3 REIM)	(370,868)
109-113-000-8502	CONSTRUCTION	DOWNTOWN PATIO PROJECT- CONSTRUCTION - TO BE REIMBURSED OVER 3 YEARS FROM TIRZ #11	556,302

Attachment: 2022 - 113 Amend Budget ordinance December 13, 2022 (FY 2023 Budget Amendment

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Stormy Johnson, Assistant Finance Director
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Wilson Creek Meadows PID SAP update

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, approving the 2022-2023 annual service plan update to the Service and Assessment Plan for the Wilson Creek Meadows Public Improvement District and providing an effective date. (Johnson)

Background Information:

The Wilson Creek Meadows Public Improvement District (the "PID") was created pursuant to the PID act and a resolution of the City Council (the "City Council") of the City of Celina, (the "City") on July 9, 2019 to finance certain public improvement projects for the benefit of the property in the PID.

The Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually to reflect prepayments, property divisions and changes to the budget allocation for the PID that occur during the year, if any. A general assessment roll, instead of an individual assessment roll summary, is included for the entire PID because no individual properties will be billed for this year (2022-23).

Supporting Documents:
Annual SAP update
Ordinance

Staff Recommendation:

Staff recommends for approval

WILSON CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/22-8/31/23)

As Approved by City Council on:

December 13, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

WILSON CREEK MEADOWS
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/22-8/31/23)

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Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

I. INTRODUCTION

The Wilson Creek Meadows Public Improvement District (the "PID") was created pursuant to the PID act and a resolution of the City Council (the "City Council") of the City of Celina, (the "City") on July 9, 2019 to finance certain public improvement projects for the benefit of the property in the PID.

Reimbursement obligations for the PID Reimbursement Agreement in the aggregate principal amount of $12,864,000 are secured by Assessments (the "Assessments).

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the City identifying the Authorized Improvements to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2022-23 (the "Annual Service Plan Update").

The City also adopted Assessment Rolls identifying the assessments on each Parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2022-23.

The Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice") as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix D and copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all or a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Section 372.013 of the PID Act, as amended, stipulates that a person who proposes to sell or otherwise convey real property that is located in the PID, except in certain situation described in the PID Act, shall first give to the purchaser of the property a copy of the completed PID Assessment Notice. The PID Assessment Notice shall be given to a prospective purchase before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller provided the required notice, the purchaser, subject to certain exceptions described in the PID act, is entitled to terminate the contract.

Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

The PID Assessment Notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located at the closing of the purchase and sale of the property

Capitalized terms in this section not defined herein shall have the meanings assigned to such terms in the Amended and Restated Service and Assessment Plan.

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Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Estimated Sources and Uses

Pursuant to the original Service and Assessment Plan adopted on October 12, 2021, the updated initial total estimated costs of the Improvement Area #1 (including bond issuance related costs) were equal to $13,386,070. According to information provided by the Developer in April 2022, the actual costs of the Improvement Area #1 spent to date are equal to $6,143,840.

Table II-A below summarizes the estimated sources and uses of funds required to construct the Authorized Improvements. As of April 2022, the Developer reported that there were no updates to be reported.

Table II-A

Estimated Sources and Uses – Improvement Area #1

Sources of Funds	Authorized Improvements (PID)[1]	Budget Revisions[2]	Updated Budget[2]	Spent To Date[2]	Total Amount Left to Spend
Assessment	$12,864,000	$0	$12,864,000	$6,143,840	$6,720,160
Other funding sources	$522,070	$0	$522,070	$0	$522,070
Total Sources	**$13,386,070**	**$0**	**$13,386,070**	**$6,143,840**	**$7,242,230**
Uses of Funds					
Improvement Area #1 Improvements:					
Roadway Improvements	$4,206,370	$0	$4,206,370	$2,170,252	$2,036,117
Water Improvements	$1,912,376	$0	$1,912,376	$1,102,739	$809,637
Sanitary Sewer Improvements	$1,586,765	$0	$1,586,765	$751,987	$834,779
Storm Drainage Improvements	$2,286,587	$0	$2,286,587	$1,420,922	$865,665
Other Soft and Miscellaneous Costs	$3,393,972	$0	$3,393,972	$697,940	$2,696,033
Sub-total	*$13,386,070*	*$0*	*$13,386,070*	*$6,143,840*	*$7,242,230*
Total Uses	**$13,386,070**	**$0**	**$13,386,070**	**$6,143,840**	**$7,242,230**

1- According to the Service and Assessment Plan approved by the City Council on October 12, 2021.
2- According to information provided by the Developer in April of 2022.

Cost Variances

A shown in Table II-A above, there are no significant variances for the Authorized Improvement costs.

Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

B. Five Year Service Plan

According to the PID act, a service plan must cover a period of five years.

The Annual Installments expected to be collected during the next five years is shown in Table II-B below.

Table II-B
Annual Projected Costs and Annual Projected Indebtedness

Year Ending 9/1	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds	Projected Improvement Area #1 Annual Installments[1]
2022	$13,386,070	$12,864,000	$522,070	$0
2023	$0	$0	$0	$0
2024	$0	$0	$0	$812,845
2025	$0	$0	$0	$812,845
2026	$0	$0	$0	$812,845
2027	$0	$0	$0	$812,845
2028	$0	$0	$0	$812,845
Total	**$13,386,070**	**$12,864,000**	**$522,070**	**$3,251,380**

1- Assessment years ending 2022 and 2023 reflect actual annual installments. Assessment years ending 2024-2028 reflect projected annual installments and are subject to change.

C. Status of Development

According to the original Service and Assessment Plan dated October 12, 2021, there are 652 units expected to be built within the PID. As of June 30, 2022, Wilson Creek Meadows Phase #1 and Phase #2 have been platted according to the Collin Central Appraisal District (the "CCAD"). See Table II-C below for the plat information.

Table II-C
Completed Homes

Development Phase	Plat Filed[1]	Number of Residential Lots[1]
Wilson Creek Meadows Phase #1	10/14/2021	124
Wilson Creek Meadows Phase #2	11/12/2021	104
Total		**228**

1 – According to CCAD online records as of July 2022.

Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

According to the City, 68 building permits have been issued for the PID as of June 30, 2022, representing 10.4 percent of the total building permits expected to be issued within the PID.

See Table II-D below for the status of completed homes within the PID based on certificate of occupancy issuances.

Table II-D
Completed Homes

Status	Cumulative as of September 30, 2020	Cumulative as of September 30, 2021	Cumulative as of June 30, 2022
Homes completed[1]	0	0	1

1 – Homes completed are based on certificate of occupancy issuances as reported by the City as of June 30, 2022.

D. ANNUAL BUDGET

Annual Installments – 2022-23

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments of principal and interest beginning with the tax year following the satisfaction of the Annual Installment commencement conditions.

Pursuant to the Service and Assessment Plan, 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. Collection of the initial Annual Installments relating to the Authorized Improvements that benefit the Assessed Property will be due when billed and will be delinquent if not paid prior to the first February 1 following the earlier of (i) the recording of a final subdivision plat in the official public records of the County for the Assessed Property, (ii) upon issuance of Bonds, or (iii) the second anniversary of the date of levy of the Assessment.

As of June 30, 2022, none of the above stated conditions have occurred. As a result, there are no Annual Installments to be billed and due on January 31, 2023.

(remainder of this page is intentionally left blank)

Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

III. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property equally on the basis of the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

(remainder of this page is intentionally left blank)

Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the original Service and Assessment Plan, the Assessment Rolls shall be updated each year to reflect:

> (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.G of this Service and Assessment Plan.

The summary of updated Assessment Rolls are shown in Appendix C-1 of this report. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

B. PREPAYMENT OF ASSESSMENTS

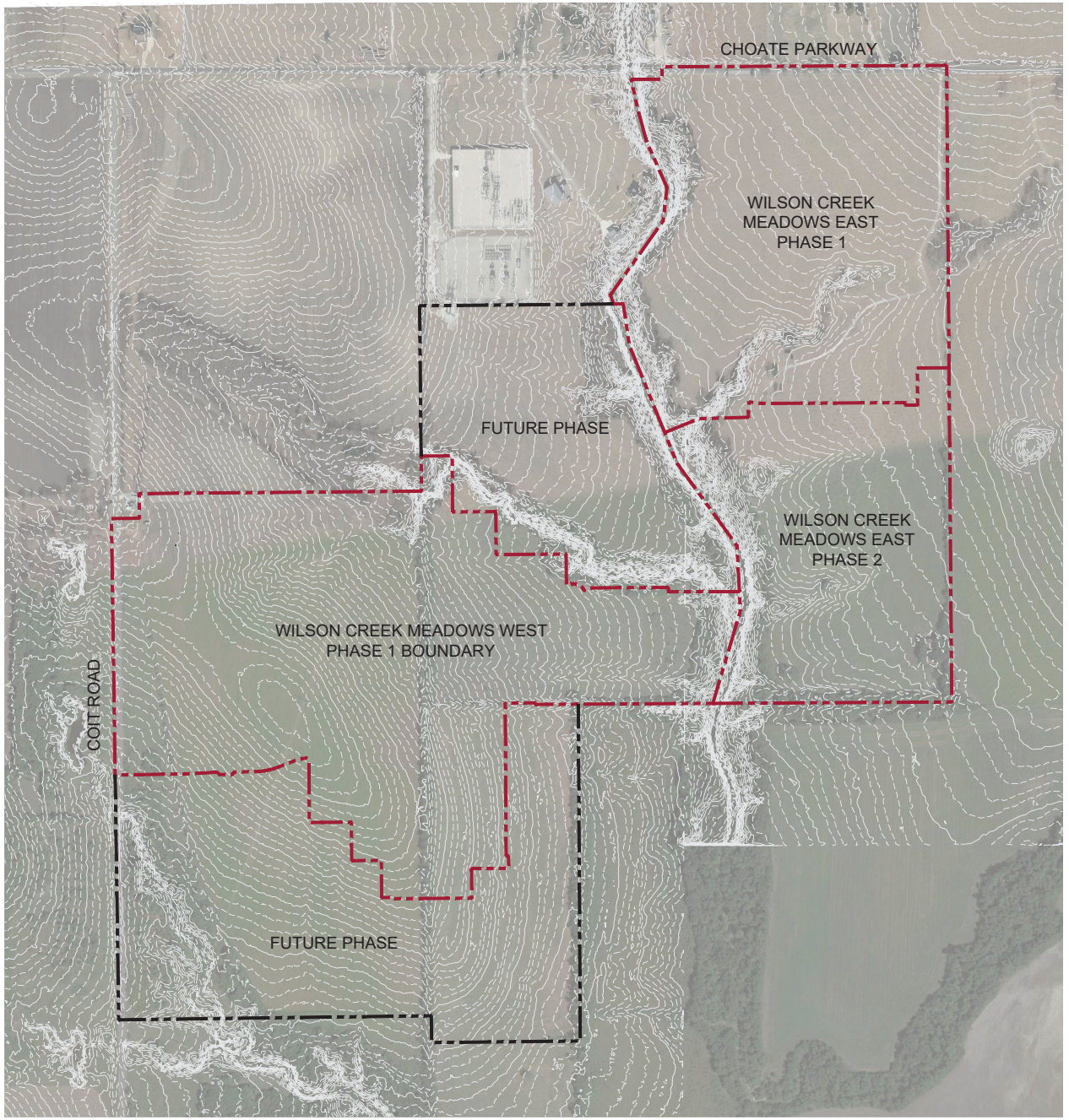
There have been no Assessment prepayments as of July 31, 2022.

The complete Assessment Rolls are available for review at the City Hall, located at 142 N. Ohio, Celina, Texas 75009.

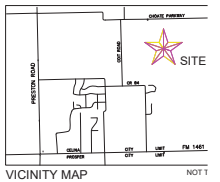
Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

APPENDIX A
PID MAP

Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)



GRAPHIC SCALE IN FEET
1"= 200' @ 24x36



VICINITY MAP NOT T

Wilson Creek Meadows PID

EXHIBIT 1 - BOUNDARY MAP - W
CREEK MEADOWS

±80.01 ACRE TRACT LOCATED IN THE JONATHAN V
AND MCKENZIE WILHITE SURVEYS, ABSTRACTS #1
COLLIN COUNTY, TEXAS

SURVEY, ABSTRACT #1030
), IN THE CITY OF CELINA,

September 2021

OWNER / APPLICANT:
Celina Ownsby Coit, LLC
Celina Titus, LLC
106 Decker Drive, Suite 310
Irving, TX 75062
P (214) 212-6326
E terry.mitchell@contrastdevelopment.com

ENGI
Kimley
State
13455
Two G
Dallas,
P (972
Conta

VEYOR:
ociates
ration No. F-928
Tower, Suite 700
wald, PE

Kimley»H

Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek

Plotted By:Mitch, CJ Date:September 01, 2021 08:41:25am File Path:H:\DAL_Civil\063222901-Bates Tract\Civil\Exhibits\PlanSheets\PID Exhibits\Exhibit 1 - Boundary Map - WCM.dwg

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

APPENDIX B
PREPAID PARCELS

As of July 31, 2022, there have been no prepayment of Assessments for any Parcel within the PID.

Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

APPENDIX C
ASSESSMENT ROLL

Appendix C-1
Proposed Improvement Area #1 Assessment Roll

Parcel	All Parcels
Equivalent Units	**404.90**
Assessment	**$12,864,000**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$247,000	$514,560	$51,285	$812,845
2	$255,000	$504,680	$53,165	$812,845
3	$264,000	$494,480	$54,365	$812,845
4	$273,000	$483,920	$55,925	$812,845
5	$282,000	$473,000	$57,845	$812,845
6	$292,000	$461,720	$59,125	$812,845
7	$302,000	$450,040	$60,805	$812,845
8	$313,000	$437,960	$61,885	$812,845
9	$324,000	$425,440	$63,405	$812,845
10	$335,000	$412,480	$65,365	$812,845
11	$347,000	$399,080	$66,765	$812,845
12	$360,000	$385,200	$67,645	$812,845
13	$372,000	$370,800	$70,045	$812,845
14	$386,000	$355,920	$70,925	$812,845
15	$400,000	$340,480	$72,365	$812,845
16	$414,000	$324,480	$74,365	$812,845
17	$429,000	$307,920	$75,925	$812,845
18	$445,000	$290,760	$77,085	$812,845
19	$461,000	$272,960	$78,885	$812,845
20	$478,000	$254,520	$80,325	$812,845
21	$496,000	$235,400	$81,445	$812,845
22	$515,000	$215,560	$82,285	$812,845
23	$534,000	$194,960	$83,885	$812,845
24	$554,000	$173,600	$85,245	$812,845
25	$574,000	$151,440	$87,405	$812,845
26	$596,000	$128,480	$88,365	$812,845
27	$618,000	$104,640	$90,205	$812,845
28	$641,000	$79,920	$91,925	$812,845
29	$666,000	$54,280	$92,565	$812,845
30	$691,000	$27,640	$94,205	$812,845
Total	**$12,864,000**	**$9,326,320**	**$2,195,030**	**$24,385,350**

Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

APPENDIX D
PID ASSESSMENT NOTICE

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

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 the Wilson Creek Meadows Public Improvement District No. 2 (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 or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

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.

Date: _____

_____ _____
Signature of Seller Signature of Seller

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: _____

_____ _____
Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

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, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

Attachment: Wilson Creek Meadows-Annual SAP Update-2022-2023 v3.0 (SAP Update - Wilson Creek Meadows PID)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE WILSON CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on July 9, 2019, the City Council of the City of Celina, Texas (the "City") approved Resolution No. 2019-38R establishing the Wilson Creek Meadows Public Improvement District (the "PID") in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Public Improvement District Assessment Act" or "the PID Act"); and

WHEREAS, the City has heretofore levied assessments against property within the PID, pursuant to an Ordinance also approved the Wilson Creek Meadows Public Improvement District Service and Assessment Plan and Assessment Roll, dated as of October 12, 2021 (the "Service and Assessment Plan and Assessment Roll"); and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act (the "Annual Service Plan Update"); and

WHEREAS, the Annual Service Plan Update, attached hereto as Exhibit A, including the Assessment Roll attached thereto, update the Service and Assessment Plan and Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for the PID that occur during the year, if any; and

WHEREAS, the City Council desires and finds it to be in the public interest to adopt this Ordinance approving and adopting the Annual Service Plan Update and the updated Assessment Roll attached thereto, in compliance with the PID Act.

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

SECTION 1. All matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2. The Wilson Creek Meadows Public Improvement District Annual Service Plan Update, attached hereto as Exhibit A and incorporated herein by reference, inclusive of the updated Assessment Roll contained therein and made a part thereof, are hereby accepted and approved.

SECTION 3. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided,

Attachment: PID - SAP Update Ordinance Wilson Creek Meadows v2 (SAP Update - Wilson Creek Meadows PID)

however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

SECTION 5. This Ordinance shall take effect immediately after its passage and the publication of the caption, as the law and charter in such case provide. The City Secretary shall cause this Ordinance to be filed with the county clerk in each county in which all or a part of the PID is located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ON THE _____ OF _____ 2022.

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

Attachment: PID - SAP Update Ordinance Wilson Creek Meadows v2 (SAP Update - Wilson Creek Meadows PID)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Master Fee Chart Revision

Action Requested:

Consider and act upon an ordinance amending the Master Fee Chart. (Master Fee Chart Revision) (McAfee)

Background Information:

Please refer to the attached documents for further information related to the annual update of the Master Fee Chart.

Supporting Documents:

- Draft Ordinance
- Proposed Redline

Staff Recommendation:

Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S MASTER FEE CHART (APPENDIX A); PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; ANDPROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, the City Council is empowered to recover costs through the collection of various fees;

WHEREAS, it is in the best interest of the public health, safety, and welfare that the City's fee schedule be revised.

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.

Attachment: Draft Ordinance (Master Fee Chart Revision)

SECTION 3
AMENDMENTS

3.01 That the City of Celina Code of Ordinances, Appendix A: Master Fee Chart, is hereby amended by way of replacement to read as contained in the attached Exhibit A.

3.02 All other articles, chapters, sections, paragraphs, sentences, phrases, and words are not amended and are hereby ratified and affirmed.

SECTION 4
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 5
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 utility rates and fees 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 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 7
PENALTY

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. Any person, firm or corporation

Attachment: Draft Ordinance (Master Fee Chart Revision)

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 Five Hundred Dollars ($500) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

SECTION 8
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 Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9
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 10
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage in accordance with law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of December, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary

[SEAL]

Attachment: Draft Ordinance (Master Fee Chart Revision)

Exhibit A

CITY OF CELINA
MASTER FEE CHART

UPDATED DECEMBER 2022

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

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Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of PublicInformation.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of CertainInformation Relating to Accidents.
Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	$25
Garage Sale Permit	$10 per event held
Animal control related fee	Animal control related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial Statements or Year-End Audits	$10
Code of Ordinances	$100
Comprehensive Plan with Maps	$200
Senior Center	
Deposit	$100
Rental Fee	$50 per day
Special Events	
Special Event Permits	$50
Special Events, Tents	$150 per event
Downtown Pavilion Wedding Rental	
$500 - *please note that the City entered into an exclusivity agreement with Two29 On The Square and S&S Events Rentals, requiring all interested parties to book this City facility through that license.*	

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Library Fees*	
Overdue Books, Audio Books, Music CDs, and Magazines	$0.25 per day
Overdue DVDs	$1 per day
Maximum Fine	Replacement cost of the item documented in the library database record
Replacement Library Card	$1
Damaged Audio/Visual Cases	$3
Lost or Damaged Material	Replacement cost of the item documented in the library database record
Copies and Printing	$0.10 per page
Fax (sending and receiving)	$1 for first page and $0.50 for each additional page
*Library material that is 60 days or more overdue is considered lost, and the replacement costof the item is added to the borrower's record.	

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Parks & Recreation Fees			
Practice/Tournament			
	Practice (2 hours)	Tournament*	Camp/Clinic/Etc.
Turf Baseball/Softball	$50	$400 (per day)	$10 per participant, as applicable**
Baseball/Softball (per field)	$50	$350 (per day)	
Soccer/Football (per field)	$25	$200 (per day)	
Tennis Court (per court)	$20	$40 (per day)	
*Tournament fee includes 1 field setup, typically for the start of the event **The Parks department reserves the right to adjust pricing based on the specifics of any given event			

Additional Facility Costs	
Lighting (per field)	$40 per hour
Game Preparation (baseball/softball)	$30 per field, per setup
Game Preparation (multiuse fields):	Costs contingent upon dimensions and markings required ($30 minimum)
Parks and Recreation Staff (per employee)	$40 (hourly)

- After 11:00 p.m., it is mandatory to have one parks representative on site
- At the discretion of the director, more than one parks representative may be required
- Repair of damaged facilities to be paid for at actual cost of labor and materials
- Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract

Pavilion (per four (4) hours)	
Less than 50 Attendees	$50
51-100 Attendees	$75
More than 100 Attendees	$125

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Development Services Fees	
New 1 & 2 Family Dwellings	
Application	$50
Plan Review	$375 + $200 each additional review after second
Revised Plan Review	$200
Building Permit Fee	$1.05 per sq. ft. under roof
Certificate of Occupancy (CO)	$75 (temporary CO is $200; doubles each 10 days)
Building Fee	$100 per (plumbing, electrical, mechanical)
T-Pole	$75
Irrigation	$185
Fence	$75
Expired Permits / Refund	50% refund on permit fee if prior to work beginning
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Unauthorized Cover-up / Skipped Inspection	$200 (doubles for every offense on same project)
Paid Same Day Inspection	$150 (before 8 AM) requested & paid for
Reinstatement of expired permit	25% (same plan) or 50% (revised) of original fee
Administrative Fee	$20 per MEP sub-swap (on BLDSF projects only)
Parkland Dedication Fee	1 acre each 50 lots (or $3 per sq. ft. of land of that acreage or appraisal)
Park Improvement Fee	$1,500 per unit
Building Activity Fee	$600 per building
Technology Fee	$500 if / when applicable
Outdoor Warning Device	$40 per unit (SF)
Capital Recovery Fees	If / when applicable
Impact Fees (water, sewer, roadway)	Varies per subdivision – see Impact Fee Chart
Residential Remodels & Additions	
Application	$50
Plan Review	$125 + $125 each additional review after second
Building Permit Fee	$0.65 per sq. ft. under roof ($200 minimum)
Building Fee	$100 per (mechanical, electrical, plumbing)
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Work Without Permit	Double the permit fee (2nd offense is 3x cost)

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Residential Building Permits – Mechanical, Electrical, Plumbing	
Building Permit Mechanical	$100
Building Permit Electrical	$100
Building Permit Plumbing	$100
Work Without Permit	Double the permit fee (2nd offense is 3x cost)

Residential Miscellaneous Permit	
Application Fee	$50
Plan Review Fee	$100 ($200 for second & beyond)
After Hours Inspection	$80 per hour (4-hour minimum)
Temporary Gas & Electric Inspection	$100
Paid Same Day Inspection	$150 (before 8 AM)
Demolition or Foundation Repair	$100 permit
Curb Cut / Driveway / Flatwork	$100 permit
Fence	$50 permit
Solar Panel / Storm Shelter / Windows	$100 permit
House Moving	$400 permit
Irrigation	$185 permit
Backflow Installation	$75 permit
Manufactured Home	$100 permit + trades ($100 each)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, fire pit, etc.)	$225 permit per structure
Pool / Spa	$250 (Major) / $100 (Minor)
Generator	$100
Refund policy	50% of permit fee when no work has been done
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Retaining Wall	$100 permit
Roof / Roof Repair	$100 permit
Simple Grading - Single Lot	$ 75 permit
T-Pole	$75
Unauthorized Cover-up / Skipped Inspection	$200 (doubles for every offense on same project)
Water Well Drilling	$100 permit
Work Without Permit Fee	Double the permit fee

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

New Commercial & Multi-Family Dwellings	
Application	$200
Plan Review	50% of building permit fee for projects valued at three million dollars or less, 25% of permit fee for projects valued greater than three million dollars, or amount as required by 3rd party review.
Fourth (or more) Plan Review Fee	$1000 + $1,000 for each additional review round
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	$500
Paid Same Day Inspection	$150 (before 8 AM)
Unauthorized Cover-up / Skipped Inspection	$500 (doubles for every offense on same project)
Commercial Building Permit Fee	Current ICC sq. ft. construction costs table fee for appropriate construction type – (gross area X sq. ft. construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit Fee	$0.88 per sq. ft. under roof
Re-Inspection Fee	$100 per each inspection after 2nd failed inspection
Building Fee (mechanical, electrical, plumbing)	$0.04 per square foot
Outdoor Warning Device	$12 per unit
T-Pole	$150
Building Activity Fee	$500 per building
Technology Fee	$50 (per multi-family unit)
Parkland Dedication Fee	$500 per unit (when applicable)
Park Improvement Fee	$1,000 per unit (when applicable)
Certificate of Occupancy (CO)	$250
Temporary CO	$300 every 30 days
Impact Fees (water, sewer, roadway)	See impact fee chart

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Tenant Finish-Out & Remodel Miscellaneous Commercial & Multi-Family	
Application	$200
Plan Review	50% of building permit fee for projects valued at $3 million orless, 25% of permit fee for projects valued greater than $3 million, or amount as required by 3rd party review
Fourth (or more) Plan Review Fee	$500 (escalates by $100 each time thereafter)
Minor Plan Revisions	$500 (50% of original plan review fee for major revisions)
Paid Same Day Inspection	$150 (before 8 AM)
Commercial Building Permit Fee	$8 per $1,000 in value ($200 minimum)
Multi-Family Building Permit Fee	$0.41 per square foot
Building Fee – (M.E.P.)	$0.04 per square foot ($75 minimum)
Clean & Show / Meter Release	$75
Demolition	$100 permit
Re-Roof	$100 permit (per building)
Commercial Pool	$500 permit + trades minimum
Curb Cut / Driveway / Flatwork	$100 permit
Retaining Wall / Screen Wall / Fence	$6 per $1,000 valuation ($100 minimum)
T-Pole	$150
Temporary Trailer	$200 permit + trades minimum
Temporary Batch Plant	$350 permit
Unauthorized Cover-up / Skipped Inspection	$250 (doubles for every offense on same project)
Refund Policy	80% permit fee only when no work has been done (50%)
Re-inspection Fee	$100 per inspection
Work Without Permit Fee	Double the permit fee
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$125
Temporary CO	$300 every 30 days (escalates)

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Annual Contractor Registration	
Electrical Contractor	No charge per State law
General Contractor	$100
Irrigator Contractor	$100
Mechanical Contractor	No charge per State law
Plumbing Contractor	No charge per State law
Sign Contractor	$100
ROW Contractor	$100
Utility Franchise Contractor	No charge
Work Without Permit Fee	Double the permit fee & Re-register as Contractor
Signs / Promotional Event Permits	
Wall Sign (miscellaneous)	$150 application + $50 permit + $75 electrical (if applicable)
Monument Sign	$150 application + $100 permit + $75 electrical (if applicable)
Banners	$50 permit (valid for a 2-week period)
Promotional Event	$50 permit + $50 food (if applicable)

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Site Development Fees (Civil Permit) – Alternative Process	
Application	$200
Plan Review - Private	50% of building permit fee for projects valued at $3 million or less, 25% of permit fee for projects valued greater than three million dollars, or amount as requiredby 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $105 per lot 101 - 200 lots: $95 per lot 201 - 300 lots: $85 per lot Greater than 300 lots: $75 per lot
Fourth (or more) Plan Review	$1,000 each (escalating $1,000 each round)
Landscape / Hardscape Plan	$250 plan review + $500 permit
Revised Plan Fee	50% of original plan review fee (major) $500 (minor)
Civil Permit Fee - Private	$7 per $1,000 in value ($100 minimum)
Civil Permit Fee - Public	3.5% of paving / site utility valuation
Engineering Permit Fees – Alternative Process	
Non-Franchise	$75 permit
After-Hour Inspection	$80 per hour (4-hour minimum)
Minor Review Fee	$500
Floodplain Permit	3rd party review fee (if applicable) +0 – 3 acres: $300 3.01 – 20 acres: $500 20+ acres: $1,000 + $10 per acre
Earthwork / Grading Permit	0-5 acres: $150 5.1–10 acres: $250 10+ acres: $500 + $10 per acre

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Site Development Fees (Civil Permit) – Chapter 212 Process	
Application	$400
Plan Review - Private	100% of building permit fee for projects valued at $3 million dollars or less, 50% of permit fee for projects valued greater than three million dollars, or amount as required by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $210 per lot 01 - 200 lots: $190 per lot 201 - 300 lots: $170 per lot Greater than 300 lots: $150 per lot
Fourth (or more) Plan Review	$2,000 each (escalating $2,000 each round)
Landscape / Hardscape Plan Review	$500 plan review + $1,000 permit
Revised Plan Check Fee	100% of original plan review fee
Civil Permit Fee – Private	$14 per $1,000 in value ($200 minimum)
Civil Permit Fee – Public	7% of paving / site utility valuation
Engineering Permit Fees – Chapter 212 Process	
Franchise / Utility Companies	No Fee
Non-Franchise	$150 permit
After-Hour Inspection	$160 per hour (4-hour minimum)
Minor Review Fee	$1,000
Floodplain Permit	3rd party review fee (if applicable) +0 – 3 acres: $600 3.01 – 20 acres: $1,000 20+ acres: $2,000 + $20 per acre
Earthwork / Grading Permit	0 – 5 acres: $300 5.1 – 10 acres: $500 10+ acres: $1,000 + $20 per acre

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Planning & Zoning Fees	
Application Fee	$300
Site Plan Review	$750
Minor / Amending / Conveyance Plats	$400
Preliminary / Replat / Final Plats	$500 + $12 per lot
Chapter 212 Plat Process	$1,000 + $24 per lot
Plat Filing Fee	$200
Development Agreement (Minor)	$1,000
Development Agreement	$3,000
Development Agreement (Major)	$8,000
Fourth (or more) Review Fee	$1000 + $1,000 for each additional review round
Annexations / PDs / Zoning Change	$750
Specific Use Permit	$500
Zoning Verification Letter	$200
Variance (BOA) / HPC	$300
Zoning Signage	$350
Alley Abandonment	$300
Downtown Parking (in lieu)	$3,000 per space (up to 50%) *Downtown Code*
Prints of Long-Range Plans	$50
Tree Removal	
Tree Removal Permit	$200 (+ mitigation – see Tree Valuation Schedule)
6” – 10” (DBH)	$600 x (multiplier)
11” – 20” (DBH)	$1,600 x (multiplier)
21” – 30” (DBH)	$4,000 x (multiplier)
31” + (DBH)	$5,000 x (multiplier)
Illegal Tree Removal	$1,000 + double the mitigation costs

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Health Department Annual Permits	
Food Service Establishment	$375
Food Service - Limited Purpose / Private School	$100
Food Service - Non-Profit / Public School	No charge
Food Truck (hot or cold)	$325 (includes fire inspection)
Grocery Store - Major	$625
Grocery Store - Minor	$275
Late Annual Renewal	$125
Re-inspection Fee	$100
Seasonal Food	$150
Temp. Food / Event Vendor	$100 (includes fire inspection)
Other Annual Permits	
Alcohol	Half of the State fee (TABC regulated)
Pool (public or semi-private)	$225
Peddler / Solicitor / Vendor	$100 per year per person
Liquid Waste Transporter	$50 each vehicle
Sustainability Registration (multi-family)	$150 + $25 per unit
Sustainability Registration (single-family &duplex)	$50 per unit
COSI Program	$50
Carriage Operator License	$50
Carriage Driver License	$25

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Fire Department Permit / Inspection Fees	
Application	$200 per permit
3rd Party Plan Review Fees	As applicable
Fire Alarm	1 to 150 devices: $150 Over 150 devices: $300 Additional floors (over one): $100 each Fire Wire Inspection: $100 per building
Fire Sprinkler (new commercial or multi-family)	0 to 100,000 sq. ft.- $0.05 per sq. ft. > 100,000 sq. ft.- $0.03 per sq. ft.
Fire Sprinkler (tenant finish-out / remodel)	1 to 150 devices: $250 Over 150 devices: $300 Additional floors (beyond first): $50 each Foam system: + $50
Fire Sprinkler – Single-Family	$150 (+ $50 foam system)
Fire Vertical Release	$150
Fire Pump / Fire Works	$300
Stand Pipe System Underground Fire Main Remote FDC (each) Access Control System (per unit) Gate Access Control (per gate) Hood System (per hood) FM 200 System / Spray Booth Fire Lane Modification / AlterationLPG or Compressed Gases Flammable / Combustible Storage TankFire Lane Traffic Control Device Battery Systems	$200
Temporary Tent or Canopy (per structure)	$150
Burn Permit	$100 per area
Work Without Permit Fee	Double the permit fee
Annual Re-inspection Failed Fee	$75 per inspection
Red Tag / Failed Inspection / Stop Work Order	$250 (each occurrence)

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Fire Department Permit / Inspection Fees (cont.)	
After Hours Inspection	$80 per hour (4-hour minimum)
Fire Watch Personnel	$50 per hour (4-hour minimum per each fire watch)

Alarm Fees	
Annual, Nonrefundable – New Alarm Permitor Renewal (Residential)	$35
Annual, Nonrefundable – New Alarm Permitor Renewal (Commercial)	$100
• A permit is valid for a period of twelve (12) months from the date of issuance. Permitsmust be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal. • Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees and fines that are assessed under this article as long as the entity has a valid alarm permit but shall comply with all other requirements of thisarticle.	
To register an alarm and/or read the City Ordinances on Alarm Systems visit https://www.crywolfservices.com/celinatx/	

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Business Related Fees	
Marilee SUD Decertification	$1,750 (per acre) or $2,500 (per meter) (No. 401-01829-00)
Liquid Propane Portable Container Permit (retail)	Display: $150 per display A plan submittal by the owner is required prior to inspection. Fees include plan review,one final inspection and a permit. If a red tagis issued to the contractor during an inspection, there will be a re-inspection fee of up to $250 for each re-inspection.

Utility Rates & Charges

Water Deposits	
Residential	$200 per each living unit
Business – Fewer Than 5 Employees	$150
Business – 5 Employees or More	$200
Cleaners / Laundromats	$250
Grocery Store - Minor	$250
All Two-Inch Meters	$250, plus $100 for each inch over 2”

Water Rates

Residential

Inside City (W1 Residential) – Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23
3/4"	$24.56	$24.56
1"	$41.30	$41.30
1-1/2"	$82.61	$82.61
2"	$132.18	$132.18

Inside City (W1 Residential) – Volume Rate/1,000 Gal

	Effective Jun-22	Effective Jun-23
2,001–10,000	$5.37	$5.37
10,001–20,000	$8.13	$8.13
20,001–30,000	$9.57	$9.57
30,001 & Above	$13.81	$13.81

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Outside City (W2 Residential Outside) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$36.84	$36.84
1"	$61.95	$61.95
1-1/2"	$123.92	$123.92
2"	$198.27	$198.27
Outside City (W2 Residential Outside) – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001–10,000	$8.05	$8.05
10,001–20,000	$12.19	$12.19
20,001–30,000	$14.35	$14.35
30,001 & Above	$20.72	$20.72
Commercial		
Inside City (W3 Commercial) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$29.50	$29.50
1"	$51.63	$51.63
1-1/2"	$103.27	$103.27
2"	$165.22	$165.22
3"	$247.83	$247.83
4"	$413.05	$413.05

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Inside City (W3 Commercial) – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001–10,000	$5.37	$5.37
10,001–20,000	$8.13	$8.13
20,001–30,000	$9.57	$9.57
30,001 & Above	$13.81	$13.81
Outside City (W4 Commercial Outside) – Monthly Minimum Payment		
	Effective Jun-22	Effective Jun-23
3/4"	$44.26	$44.26
1"	$77.45	$77.45
1-1/2"	$154.90	$154.90
2"	$247.84	$247.84
3"	$371.74	$371.74
4"	$619.58	$619.58
Outside City (W4 Commercial Outside) – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001–10,000	$8.05	$8.05
10,001–20,000	$12.19	$12.19
20,001–30,000	$14.35	$14.35
30,001 & Above	$20.72	$20.72

Temporary Water Service: Temporary water service may be established at a residential structure for cleaning at the rate of $15.00 per day, which includes services for seven (7) days or less for up to two-thousand gallons. The temporary connection service may be renewed in seven-day increments to a maximum of twenty-eight (28) consecutive days. Water consumed over two-thousand gallons will be billed at the regular volumetric rates.

Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. Anyone caught obtaining water without permission will be charged with a criminal offense.

New Home Builder Service: New homes that are under construction will be charged at monthly fee of $100.00 per month during construction in lieu of standard billing rates. After a Certificate of Occupancy is issued on a new home, the City's standard rate structure will

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Wastewater Monthly Rates and Charges		
Residential		
Inside City – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$25.54	$25.54
1"	$45.90	$45.90
11/2"	$85.66	$85.66
2"	$146.85	$146.85
Inside City – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
Minimum - 5,000	$6.37	$6.37
5,001 - Above	$7.88	$7.88
Gallon Allowance	1,000	0
Outside City – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$38.32	$38.32
1"	$68.84	$68.84
11/2"	$128.49	$128.49
2"	$220.27	$220.27
Outside City – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
Minimum - 5,000	$9.55	$9.55
5,001 - Above	$11.82	$11.82
Gallon Allowance	1,000	0

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Commercial		
Inside City – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$30.59	$30.59
1"	$57.37	$57.37
11/2"	$107.08	$107.08
2"	$183.56	$183.56
3" (added 12/13/22)	$256.96	$256.96
4"	$458.90	$458.90
6" (added 12/13/22)	$917.80	$917.80
8" (added 12/13/22)	$1,835.60	$1,835.60
Inside City – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001 & Above	$6.94	$6.94

Outside City – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$45.89	$45.89
1"	$86.06	$86.06
11/2"	$160.63	$160.63
2"	$275.34	$275.34
4"	$688.36	$688.36
Outside City – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001 & Above	$10.41	$10.41

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Garbage Collection (Residential / Senior Citizen) + 8.25% sales tax		
Effective	11/18/2021	11/18/2022
Trash	$15.10 / $14.05	$16.30 / $15.40
Recycling	$3.50 / $3.50	$3.65 / $3.65
Extra Cart	$9.25	$9.75

Garbage Collection (Mustang SUD Customers) + 8.25% sales tax		
Effective	11/18/2021	11/18/2022
Trash	$15.10	$16.30
Recycling	$3.50	$3.65
Extra Cart	$9.25	$9.75

Commercial Rate Schedule

Size / Frequency	Lifts						
	1	2	3	4	5	6	Extra Lift
2 Cubic Yd	$90.87	$186.05	$250.80	$256.70	272.74	$278.20	$64.51
3 Cubic Yd	$126.82	$281.56	$350.02	$375.84	$399.33	$407.31	$75.24
4 Cubic Yd	$168.06	$338.21	$463.87	$473.03	$502.59	$512.65	$85.97
6 Cubic Yd	$188.93	$377.12	$521.46	$531.42	$649.50	$740.43	$118.22
8 Cubic Yd	$230.92	$415.62	$637.79	$850.34	$1,154.45	$1,276.14	$128.95

Container with Gates	$6.44
Containers with Casters	$12.88
Containers with Locks	$12.56
Commercial Cart 1x Week	$33.32
Commercial Cart 2X Week	$42.32
Commercial Recycle Cart	$3.45
Additional Cart	$25.49

Roll off Rate Schedule (20, 30, 40 Cubic Yard) Per Ton	
Haul	$513.33
Delivery	$135.10
Daily Rent	$5.41
Monthly Rent	$162.33
Disposal Per Ton	$46.84
Disposal Load	$300.00
Relocation	$91.26

Water & Sewer Service Charges	
Disconnect/Reconnect Fee	$50 ($75 if beyond the City's normal business hours)
Transfer Fee	$25
Trip Fee	$15 ($75 if beyond the City's normal business hours)

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Re-Read	$20
Profile History	$25 plus $0.10 per page
Temporary Disconnect/Reconnect	$25
Meter Test	$150
Tamper Fee	$1,000
Returned Check Fee	$25
Meter Fees	
¾”	$415 (existing meters only)
1”	$480 (minimum meter size)
1 ½”	$1,730
2”	$1,970
Meter Change Out (Customer Request)	Current cost of the meter plus labor & materials
Fire Hydrant Meter Fees	
Meter Deposit	$2,700
Monthly Administrative Fee	$50
Relocation Fee	$100 (original) $150 (2nd time) $200 (3rd time+)
Tamper Fee	$1,000
Damaged Collar Lock	$95
Damage (due to improper freeze protection or abuse)	$1,400
Damaged RPZ (due to improper freeze protection or abuse)	$806
Contractors are responsible for providing proper freeze protection to Fire Hydrant Meter and RPZ assembly	
Re-inspection Fees	
First	$125
Second	$175
Third	$225
Water/Wastewater Connection Fees	
Water	
1” Access	$2,175
1 ½” Access	$2,475
2” Access	$2,475
Boring Fee	$1,200

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

- All taps and meters greater than two inches will need to be installed by the contractor, shall require a meter vault, and shall meet the most current engineering design standards. The City will only install meters up to 2" in size; larger meters must be picked up and installed by the builder.
- Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

Sewer	
4" Tap	$1,500
Boring Fee	$1,000

- All taps greater than four inches will need to be installed by the contractor.
- Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring, manholes and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

Pro-Rata Charges

The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.

Impact Fees

Impact fees for water and sewer service units shall be charged in accordance with the currentimpact fee ordinance.

Repair Fees

Repair to a city-owned infrastructure, including meters/components, will be charged to the party responsible for the damage or disruption of service. The fees associated with the repaircharge will be actual cost of materials, equipment, labor, and repair to streets and easements.

Review Fees for Permits - Individual wastewater discharge permit

A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars ($7,500). No permit will be issued until this fee is paid by theapplicant.

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Municipal Drainage Utility System Fees *The drainage utility fee set forth in this section shall be collected through the city's bill for public utilities pursuant to the act.*	
Impervious Area; Fee Assessed	
• Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property. • The drainage utility fee, payable monthly, shall be established with respect to all property within the according to the following schedule:	
Single-Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sq. ft. IA)	$4.90
Tier 2 (middle 60%, 3,750–6,400 sq. ft. IA)	$7.90
Tier 3 (largest 20%, > 6,400 sq. ft. IA)	$13.25
Non Single-Family Residential	
Monthly Rate per ERU	$7.75
*ERU (Equivalent Residential Unit) = 5,000 sq. ft. impervious area. A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.	
Impervious Exemptions	

• Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance;
• A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city;
• Property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system;
  ○ State property;
  ○ City property;
  ○ County property;
  ○ School district property;
  ○ Tax-exempt religious institution property; and Public or private institutions of higher education property.	

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Right-of-Way Management Fees					
Streets, sidewalks and other public places, right-of-way management:					
Permit Application Fee	$100				
Expedited Application Fee	$250				
Saturday Inspection Fee; each Saturday	$200				
Permit Expiration Fee; each permit for incomplete work on expiration date if not extended	$30				
Electronic Maps Submittal Fee; per hourof labor necessitated by hard copy submittal in lieu of electronic format (2-hour minimum)	$80				
Registration (per right-of-way user per year)	$50				
Inspection Fee	$1/LF or $150/day of anticipated construction time, whichever is greater				
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)	$500 (1–5 network notes)				
	$500 (1–5 network notes)				
	$1,000 per pole				
Small Cell User Fees (this penalty shallnot exceed and is capped by statutory	$250 annually for each network node				
	$20 per year for city pole attachment				
Public Inconvenience Penalty *Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion ofwork or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.*					
Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-10 days	>100 days
Sidewalk	Per sq. ft.	$0.0026	$0.0052	$0.0078	$0.0104
Driveway	Per each	$39	$78	$117	$156

EMS Billing Fees	
BLS Nonemergency	$1,150
BLS Emergency	$1,150
ALS Nonemergency	$1,350
ALS Emergency	$1,350
ALS Level 2	$1,450
Specialty Care Transport	$1,350

Attachment: Draft Ordinance (Master Fee Chart Revision)

MASTER FEE

Oxygen	$125
ALS Disposables	$400
BLS Disposables	$300
Medications	$100
Additional Crew Member	$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	$200

Attachment: Draft Ordinance (Master Fee Chart Revision)

CITY OF CELINA
MASTER FEE CHART

UPDATED DECEMBER 2022

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

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Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.
Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	$25
Garage Sale Permit	$10 per event held
Animal control related fee	Animal control related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial Statements or Year-End Audits	$10
Code of Ordinances	$100
Comprehensive Plan with Maps	$200
Senior Center	
Deposit	$100
Rental Fee	$50 per day
Special Events	
Special Event Permits	$50
Special Events, Tents	$150 per event
Downtown Pavilion Wedding Rental	
$~~400~~ 500 - *please note that the City entered into an exclusivity agreement with Two29 On The Square and S&S Events Rentals, requiring all interested parties to book this City facility through that license.*	

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Library Fees*	
Overdue Books, Audio Books, Music CDs, and Magazines	$0.25 per day
Overdue DVDs	$1 per day
Maximum Fine	Replacement cost of the item documented in the library database record
Replacement Library Card	$1
Damaged Audio/Visual Cases	$3
Lost or Damaged Material	Replacement cost of the item documented in the library database record
Copies and Printing	$0.10 per page
Fax (sending and receiving)	$1 for first page and $0.50 for each additional page
*Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item is added to the borrower's record.	

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Parks & Recreation Fees			
Practice/Tournament			
	Practice (2 hours)	Tournament*	Camp/Clinic/Etc.
Turf Baseball/Softball	$50	$400 (per day)	$10 per participant, as applicable**
Baseball/Softball (per field)	$~~45~~50	$350 (per day)	
Soccer/Football (per field)	$25	$200 (per day)	
Tennis Court (per court)	$20	$40 (per day)	
*Tournament fee includes 1 field setup, typically for the start of the event **The Parks department reserves the right to adjust pricing based on the specifics of any given event			

Additional Facility Costs	
Lighting (per field)	$40 per hour
Game Preparation (baseball/softball)	$30 per field, per setup
Game Preparation (multiuse fields):	Costs contingent upon dimensions and markings required ($30 minimum)
Parks and Recreation Staff (per employee)	$40 (hourly)
• After 11:00 p.m., it is mandatory to have one parks representative on site • At the discretion of the director, more than one parks representative may be required • Repair of damaged facilities to be paid for at actual cost of labor and materials • Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract	

Pavilion (per four (4) hours)	
Less than 50 Attendees	$50
51-100 Attendees	$75
More than 100 Attendees	$125

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Development Services Fees	
New 1 & 2 Family Dwellings	
Application	$50
Plan Review	$~~350~~ 375 + $200 each additional review after second
Revised Plan Review	$~~175~~200
Building Permit Fee	$1.0~~0~~5 per sq. ft. under roof
Certificate of Occupancy (CO)	$75 (temporary CO is $200; doubles each 10 days)
Building Fee	$~~75~~100 per (plumbing, electrical, mechanical)
T-Pole	$75
Irrigation	$185
Fence	$75
Expired Permits / Refund	50% refund on permit fee if prior to work beginning
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Unauthorized Cover-up / Skipped Inspection	$~~1~~200 (doubles for every offense on same project)
Paid Same Day Inspection	$1~~0~~50 (before 8 AM) requested & paid for
Reinstatement of expired permit	25% (same plan) or 50% (revised) of original fee
Administrative Fee	$20 per MEP sub-swap (on BLDSF projects only)
Parkland Dedication Fee	1 acre each 50 lots (or $~~2~~3 per sq. ft. of land of thatacreage or appraisal)
Park Improvement Fee	$1,500 per unit
Building Activity Fee	$~~500~~ 600 per building
Technology Fee	$500 if / when applicable
Outdoor Warning Device	$~~35~~40 per unit (SF)
Capital Recovery Fees	If / when applicable
Impact Fees (water, sewer, roadway)	Varies per subdivision – see Impact Fee Chart
Residential Remodels & Additions	
Application	$50
Plan Review	$~~100~~ 125 + $~~100~~ 125 each additional review after second
Building Permit Fee	$0.65 per sq. ft. under roof ($200 minimum)
Building Fee	$~~75~~100 per (mechanical, electrical, plumbing)
Re-inspection Fee	$~~75~~100 per failed inspection after 2nd failed inspection
Work Without Permit	Double the permit fee (2nd offense is 3x cost)

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Residential Building Permits – Mechanical, Electrical, Plumbing	
Building Permit Mechanical	$~~75~~100
Building Permit Electrical	$~~75~~100
Building Permit Plumbing	$~~75~~100
Work Without Permit	Double the permit fee (2nd offense is 3x cost)

Residential Miscellaneous Permit	
Application Fee	$50
~~Fourth (or more)~~ Plan Review Fee	$100 ($200 for second & beyond)
After Hours Inspection	$80 per hour (4-hour minimum)
Temporary Gas & Electric Inspection	$100
Paid Same Day Inspection	$150 (before 8 AM)
Demolition or Foundation Repair	~~$50 application +~~ $100 permit
Curb Cut / Driveway / Flatwork	~~$50 application +~~ $100 permit
Fence	~~$50 application +~~ $50 permit
Solar Panel / Storm Shelter / Windows	~~$50 application + $75 review +~~ $100 permit
House Moving	~~$50 application +~~ $400 permit
Irrigation	~~$50 application +~~ $185 permit
~~Irrigation Repair~~Backflow Installation	~~$50 application +~~ $75 permit
Manufactured Home	~~$50 application +~~ $100 permit + trades ($100 each)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, fire pit, etc.)	~~$50 application + $75 review +~~ $225 permit per structure
Pool / Spa	$~~200~~ 250 (Major) / $100 (Minor)
Generator	$100
Refund policy	50% of permit fee when no work has been done
Re-inspection Fee	$~~75~~100 per failed inspection after 2nd failed inspection
Retaining Wall	~~$50 application +~~ $100 permit
Roof / Roof Repair	~~$50 application +~~ $100 permit
Simple Grading - Single Lot	~~$50 application +~~ $ 75 permit
T-Pole	$75~~0~~
Unauthorized Cover-up / Skipped Inspection~~Fee~~	$200 (doubles for every offense on same project)
Water Well Drilling	~~$50 application +~~ $100 permit
Work Without Permit Fee	Double the permit fee

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

New Commercial & Multi-Family Dwellings	
Application	$~~150~~200
Plan Review	50% of building permit fee for projects valued at ~~two~~three million dollars or less, 25% of permit fee for projects valued greater than ~~two~~three million dollars, or amount asrequired by 3rd party review.
Fourth (or more) Plan Review Fee	$1000 + $1,000 for each additional review round
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	$500
Paid Same Day Inspection	$150 (before 8 AM)
Unauthorized Cover-up / Skipped Inspection	$500 (doubles for every offense on same project)
Commercial Building Permit Fee	Current ICC sq. ft. construction costs table fee for appropriate construction type – (gross area X sq. ft. construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit Fee	$0.8~~5~~8 per sq. ft. under roof
Re-Inspection Fee	$~~75~~100 per each inspection after 2nd failed inspection
Building Fee (mechanical, electrical, plumbing)	~~Square footage of building floor area:~~$0.04 per square foot a. ~~1 - 2,500 sq. ft. - $75~~ b. ~~2,501 - 5,000 sq. ft. - $125~~ c. ~~5,001 - 10,000 sq. ft. - $150~~ d. ~~over 10,000 sq. ft. - $175~~
Outdoor Warning Device	$~~10~~ 12 per unit
T-Pole	$150
Building Activity Fee	$500 per building
Technology Fee	$50 (per multi-family unit)
Parkland Dedication Fee	$500 per unit (when applicable)
Park Improvement Fee	$1,000 per unit (when applicable)
Certificate of Occupancy (CO)	$250
Temporary CO	$300 every 30 days ~~(+ $0.10 per sq. ft. after30 days)~~
Impact Fees (water, sewer, roadway)	See impact fee chart

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Tenant Finish-Out & Remodel Miscellaneous Commercial /& Multi-Family Permit Fees	
Application	$150200
Plan Review	50% of building permit fee for projects valued at $23 million orless, 25% of permit fee for projects valued greater than $23 million, or amount as required by 3rd party review
Fourth (or more) Plan Review Fee	$500 (escalates by $100 each time thereafter)
Minor Plan Revisions	$500 (50% of original plan review fee for major revisions)
Paid Same Day Inspection	$150 (before 8 AM)
Commercial Building Permit Fee	$78 per $1,000 in value ($100 200 minimum)
Multi-Family Building Permit Fee	$0.3941 per sq. ft.
Building Fee – (M.E.P.)	$5 per $1,000 in value$0.04 per square foot ($75 minimum)
Clean & Show / Meter Release	$75
Demolition	$100 permit
Re-Roof	$100 permit (per building)
Commercial Pool	$500 permit + trades minimum
Curb Cut / Driveway / Flatwork	$100 permit
Retaining Wall / Screen Wall / Fence	$6 per $1,000 valuation ($100 minimum)
T-Pole	$100150
Temporary Trailer	$200 permit + trades minimum
Temporary Batch Plant	$350 permit
Unauthorized Cover-up / Skipped Inspection	$2050 (doubles for every offense on same project)
Refund Policy	80% permit fee only when no work has been done (50%)
Re-inspection Fee	$75100 per inspection
Work Without Permit Fee	Double the permit fee
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$125
Temporary CO	$2300 every 130 days (escalates)

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Annual Contractor Registration	
Electrical Contractor	No charge per State law
General Contractor	$100
Irrigator Contractor	$100
Mechanical Contractor	No charge per State law
Plumbing Contractor	No charge per State law
Sign Contractor	$100
ROW Contractor	$100
Utility Franchise Contractor	No charge
Work Without Permit Fee	Double the permit fee & Re-register as Contractor
Signs / Promotional Event Permits	
Wall Sign (miscellaneous)	$150 application + $50 permit + $75 electrical (if applicable)
Monument Sign	$150 application + $100 permit + $75 electrical (if applicable)
Banners	$50 permit (valid for a 2-week period)
Promotional Event	$50 permit + $50 food (if applicable)

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Site Development Fees (Civil Permit) – Alternative Process	
Application	$~~150~~200
Plan Review - Private	50% of building permit fee for projects valued at $~~2~~3 million or less, 25% of permit fee for projects valued greater than ~~two~~three million dollars, or amount as requiredby 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $10~~0~~5 per lot 101 - 200 lots: $9~~0~~5 per lot 201 - 300 lots: $8~~0~~5 per lot Greater than 300 lots: $7~~0~~5 per lot
Fourth (or more) Plan Review	$1,000 each (escalating $1,000 each round)
Landscape / Hardscape Plan	$250 plan review + $500 permit
Revised Plan Fee	50% of original plan review fee (major) $500 (minor)
Civil Permit Fee - Private	$7 per $1,000 in value ($100 minimum)
Civil Permit Fee - Public	3.5% of paving / site utility valuation
Engineering Permit Fees – Alternative Process	
Non-Franchise	$75 permit
After-Hour Inspection	$80 per hour (4-hour minimum)
Minor Review Fee	$500
Floodplain Permit	3rd party review fee (if applicable) +0 – 3 acres: $300 3.01 – 20 acres: $500 20+ acres: $1,000 + $10 per acre
Earthwork / Grading Permit	0-5 acres: $150 5.1–10 acres: $250 10+ acres: $500 + $10 per acre

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Site Development Fees (Civil Permit) – Chapter 212 Process	
Application	$~~300~~400
Plan Review - Private	100% of building permit fee for projects valued at $~~2~~3 million dollars or less, 50% of permit fee for projects valued greater than ~~two~~ three million dollars, or amount asrequired by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $2~~1~~00 per lot 01 - 200 lots: $1~~8~~90 per lot 201 - 300 lots: $1~~6~~70 per lot Greater than 300 lots: $1~~4~~50 per lot
Fourth (or more) Plan Review	$2,000 each (escalating $2,000 each round)
Landscape / Hardscape Plan Review	$500 plan review + $1,000 permit
Revised Plan Check Fee	100% of original plan review fee
Civil Permit Fee – Private	$14 per $1,000 in value ($200 minimum)
Civil Permit Fee – Public	7% of paving / site utility valuation
Engineering Permit Fees – Chapter 212 Process	
Franchise / Utility Companies	No Fee
Non-Franchise	$150 permit
After-Hour Inspection	$160 per hour (4-hour minimum)
Minor Review Fee	$1,000
Floodplain Permit	3rd party review fee (if applicable) +0 – 3 acres: $600 3.01 – 20 acres: $1,000 20+ acres: $2,000 + $20 per acre
Earthwork / Grading Permit	0 – 5 acres: $300 5.1 – 10 acres: $500 10+ acres: $1,000 + $20 per acre

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Planning & Zoning Fees	
Application Fee	$300
Site Plan Review	$750
Minor / Amending / Conveyance Plats	$400
Preliminary / Replat / Final Plats	$500 + $12 per lot
Chapter 212 Plat Process	$1,000 + $24 per lot
Plat Filing Fee	$~~150~~200
Development Agreement (Minor)	$1,000
Development Agreement	$3,000
Development Agreement (Major)	$8,000
Fourth (or more) Review Fee	$1000 + $1,000 for each additional review round
Annexations / PDs / Zoning Change	$750
Specific Use Permit	$500
Zoning Verification Letter	$~~150~~200
Variance (BOA) / HPC	$300
Zoning Signage	$350
Alley Abandonment	$300
Downtown Parking (in lieu)	$3,000 per space (up to 50%) *Downtown Code*
Prints of Long-Range Plans	$~~30~~50
Tree Removal	
Tree Removal Permit	$~~15~~200 (+ mitigation – see Tree Valuation Schedule)
6” – 10” (DBH)	$600 x (multiplier)
11” – 20” (DBH)	$1,600 x (multiplier)
21” – 30” (DBH)	$4,000 x (multiplier)
31” + (DBH)	$5,000 x (multiplier)
Illegal Tree Removal	$1,000 + double the mitigation costs

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Health Department Annual Permits	
Food Service Establishment	$3750
Food Service - Limited Purpose / Private School	$100
Food Service - Non-Profit / Public School	No charge
Food Truck (hot or cold)	$30025 (includes fire inspection)
Grocery Store - Major	$60025
Grocery Store - Minor	$2750
Late Annual Renewal	$12500
Re-inspection Fee	$100
Seasonal Food	$150
Temp. Food / Event Vendor	$75100 (includes fire inspection)
Other Annual Permits	
Alcohol	Half of the State fee (TABC regulated)
Pool (public or semi-private)	$20025
Peddler / Solicitor / Vendor	$100 per year per person
Liquid Waste Transporter	$50 each vehicle
Sustainability Registration (multi-family)	$150 + $250 per unit
Sustainability Registration (single-family & duplex)	$50 per unit
COSI Program	$50
Carriage Operator License	$50
Carriage Driver License	$25

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Fire Department Permit / Inspection Fees	
Application	$~~150~~ 200 per permit
3rd Party Plan Review Fees	As applicable
Fire Alarm	1 to 150 devices: $150 Over 150 devices: $300 Additional floors (over one): $~~50~~ 100 each Fire Wire Inspection: $100 per building
Fire Sprinkler (new commercial or multi-family)	0 to 100,000 sq. ft.- $0.~~04~~ 05 per sq. ft. > 100,000 sq. ft.- $0.~~02~~ 03 per sq. ft.
Fire Sprinkler (tenant finish-out / remodel)	1 to 150 devices: $~~1~~250 Over 150 devices: $300 Additional floors (beyond first): $50 each Foam system: + $50
Fire Sprinkler – Single-Family	$150 (+ $50 foam system)
Fire Vertical Release	$150
Fire Pump / Fire Works	$300
Stand Pipe System Underground Fire Main Remote FDC (each) Access Control System (per unit) Gate Access Control (per gate) Hood System (per hood) FM 200 System / Spray Booth Fire Lane Modification / Alteration LPG or Compressed Gases Flammable / Combustible Storage Tank Fire Lane Traffic Control Device Battery Systems	$~~150~~200
Temporary Tent or Canopy (per structure)	$150
Burn Permit	$100 per area
Work Without Permit Fee	Double the permit fee
Annual Re-inspection Failed Fee	$75 per inspection
Red Tag / Failed Inspection / Stop Work Order	$250 (each occurrence)

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Fire Department Permit / Inspection Fees (cont.)	
After Hours Inspection	$80 per hour (4-hour minimum)
Fire Watch Personnel	$50 per hour (4-hour minimum per each fire watch)

Alarm Fees	
Annual, Nonrefundable – New Alarm Permit or Renewal (Residential)	$35
Annual, Nonrefundable – New Alarm Permit or Renewal (Commercial)	$100
• A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal. • Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees and fines that are assessed under this article as long as the entity has a valid alarm permit but shall comply with all other requirements of this article.	
To register an alarm and/or read the City Ordinances on Alarm Systems visit https://www.crywolfservices.com/celinatx/	

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Business Related Fees	
Marilee SUD Decertification	$1,750 (per acre) or $2,500 (per meter) (No. 401-01829-00)
Liquid Propane Portable Container Permit (retail)	Display: $150 per display A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection and a permit. If a red tag is issued to the contractor during an inspection, there will be a re-inspection fee of up to $250 for each re-inspection.

Utility Rates & Charges

Water Deposits	
Residential	$200 per each living unit
Business – Fewer Than 5 Employees	$150
Business – 5 Employees or More	$200
Cleaners / Laundromats	$250
Grocery Store - Minor	$250
All Two-Inch Meters	$250, plus $100 for each inch over 2”

Water Rates

Residential

Inside City (W1 Residential) – Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23
3/4"	$24.56	$24.56
1"	$41.30	$41.30
1-1/2"	$82.61	$82.61
2"	$132.18	$132.18

Inside City (W1 Residential) – Volume Rate/1,000 Gal

	Effective Jun-22	Effective Jun-23
2,001–10,000	$5.37	$5.37
10,001–20,000	$8.13	$8.13
20,001–30,000	$9.57	$9.57
30,001 & Above	$13.81	$13.81

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Outside City (W2 Residential Outside) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$36.84	$36.84
1"	$61.95	$61.95
1-1/2"	$123.92	$123.92
2"	$198.27	$198.27
Outside City (W2 Residential Outside) – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001–10,000	$8.05	$8.05
10,001–20,000	$12.19	$12.19
20,001–30,000	$14.35	$14.35
30,001 & Above	$20.72	$20.72
Commercial		
Inside City (W3 Commercial) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$29.50	$29.50
1"	$51.63	$51.63
1-1/2"	$103.27	$103.27
2"	$165.22	$165.22
3"	$247.83	$247.83
4"	$413.05	$413.05

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Inside City (W3 Commercial) – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001–10,000	$5.37	$5.37
10,001–20,000	$8.13	$8.13
20,001–30,000	$9.57	$9.57
30,001 & Above	$13.81	$13.81
Outside City (W4 Commercial Outside) – Monthly Minimum Payment		
	Effective Jun-22	Effective Jun-23
3/4"	$44.26	$44.26
1"	$77.45	$77.45
1-1/2"	$154.90	$154.90
2"	$247.84	$247.84
3"	$371.74	$371.74
4"	$619.58	$619.58
Outside City (W4 Commercial Outside) – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001–10,000	$8.05	$8.05
10,001–20,000	$12.19	$12.19
20,001–30,000	$14.35	$14.35
30,001 & Above	$20.72	$20.72

Temporary Water Service: Temporary water service may be established at a residential structure for cleaning at the rate of $15.00 per day, which includes services for seven (7) days or less for up to two-thousand gallons. The temporary connection service may be renewed in seven-day increments to a maximum of twenty-eight (28) consecutive days. Water consumed over two-thousand gallons will be billed at the regular volumetric rates.

Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. Anyone caught obtaining water without permission will be charged with a criminal offense.

New Home Builder Service: New homes that are under construction will be charged at monthly fee of $100.00 per month during construction in lieu of standard billing rates. After aCertificate of Occupancy is issued on a new home, the City's standard rate structure will apply.

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Wastewater Monthly Rates and Charges		
Residential		
Inside City – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$25.54	$25.54
1"	$45.90	$45.90
11/2"	$85.66	$85.66
2"	$146.85	$146.85
Inside City – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
Minimum - 5,000	$6.37	$6.37
5,001 - Above	$7.88	$7.88
Gallon Allowance	1,000	0
Outside City – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$38.32	$38.32
1"	$68.84	$68.84
11/2"	$128.49	$128.49
2"	$220.27	$220.27
Outside City – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
Minimum - 5,000	$9.55	$9.55
5,001 - Above	$11.82	$11.82
Gallon Allowance	1,000	0

Commercial		
Inside City – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$30.59	$30.59
1"	$57.37	$57.37
11/2"	$107.08	$107.08
2"	$183.56	$183.56
3" (added 12/13/22)	$256.96	$256.96
4"	$458.90	$458.90
6" (added 12/13/22)	$917.80	$917.80
8" (added 12/13/22)	$1,835.60	$1,835.60

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Inside City – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001 & Above	$6.94	$6.94

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Outside City – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	$45.89	$45.89
1"	$86.06	$86.06
11/2"	$160.63	$160.63
2"	$275.34	$275.34
4"	$688.36	$688.36
Outside City – Volume Rate/1,000 Gal		
	Effective Jun-22	Effective Jun-23
2,001 & Above	$10.41	$10.41

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Garbage Collection (Residential / Senior Citizen) + 8.25% sales tax		
Effective	11/18/2021	11/18/2022
Trash	$15.10 / $14.05	$16.30 / $15.40
Recycling	$3.50 / $3.50	$3.65 / $3.65
Extra Cart	$9.25	$9.75

Garbage Collection (Mustang SUD Customers) + 8.25% sales tax		
Effective	11/18/2021	11/18/2022
Trash	$15.10	$16.30
Recycling	$3.50	$3.65
Extra Cart	$9.25	$9.75

Commercial Rate Schedule

Size / Frequency	Lifts						
	1 ~~Lift Per Week~~	2 ~~Lifts Per Week~~	3	4	5	~~3~~ 6 ~~Lifts Per Week~~	Extra Lift
2 Cubic Yd	$~~84.65~~90.87	$~~173.30~~186.05	$250.80	$256.70	272.74	$~~233.602~~78.20	$~~60.086~~4.51
3 Cubic Yd	$~~118.131~~26.82	$~~262.262~~81.56	$350.02	$375.84	$399.33	$~~326.034~~07.31	$~~70.087~~5.24
4 Cubic Yd	$~~156.541~~68.06	$~~315.023~~38.21	$463.87	$473.03	$502.59	$~~432.075~~12.65	$~~80.088~~5.97
6 Cubic Yd	$~~175.981~~88.93	$~~351.263~~77.12	$521.46	$531.42	$649.50	$~~485.717~~40.43	$~~110.111~~18.22
8 Cubic Yd	$~~215.092~~30.92	$~~387.134~~15.62	$637.79	$850.34	$1,154.45	$~~594.071~~,276.14	$~~120.111~~28.95

Container with Gates	$6.00~~44~~
Containers with Casters	$12.00~~88~~
Containers with Locks	$~~11.7~~12.56~~0~~
Commercial Cart 1x Week	$33.32
Commercial Cart 2X Week	$42.32
Commercial Recycle Cart	$3.45
Additional Cart	$25.49

Roll off Rate Schedule (20, 30, 40 Cubic Yard) Per Ton

Haul	$~~478.145~~13.33
Delivery	$~~125.84~~135.10
Daily Rent	$5.0~~4~~41
Monthly Rent	$162.33
Disposal Per Ton	$46.~~63~~84
Disposal Load	$300.00
Relocation	$91.26

Water & Sewer Service Charges

Disconnect/Reconnect Fee	$50 ($75 if beyond the City's normal business hours)

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Transfer Fee	$25
Trip Fee	$15 ($~~30~~ 75 if beyond the City's normal business hours)
Re-Read	$20
Profile History	$25 plus $0.10 per page
Temporary Disconnect/Reconnect	$25
Meter Test	$150
Tamper Fee	$~~500~~1,000
Returned Check Fee	$25
Meter Fees	
¾"	$~~370~~ 415 (existing meters only)
1"	$~~475~~ 480 (minimum meter size)

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

1 ½”	$~~1,000~~1,730
2”	$~~1,470~~1,970
Meter Change Out (Customer Request)	Current cost of the meter plus labor & materials
Fire Hydrant Meter Fees	
Meter Deposit	$2,700
Monthly Administrative Fee	$50
Relocation Fee	$100 (original) $150 (2nd time) $200 (3rd time+)
Tamper Fee	$1,000
Damaged Collar Lock	$95
Damage (due to improper freeze protection or abuse)	$1,400
Damaged RPZ (due to improper freeze protection or abuse)	$806
Contractors are responsible for providing proper freeze protection to Fire Hydrant Meter and RPZ assembly	
Re-inspection Fees	
First	$~~100~~125
Second	$~~150~~175
Third	$~~200~~225
Water/Wastewater Connection Fees	
Water	
1” Access	$2,175
1 ½” Access	$2,475
2” Access	$2,475
Boring Fee	$1,200

- All taps and meters greater than two inches will need to be installed by the contractor, shall require a meter vault, and shall meet the most current engineering design standards. The City will only install meters up to 2” in size; larger meters must be picked up and installed by the builder.
- Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

Sewer	
4” Tap	$1,500
Boring Fee	$1,000

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

- All taps greater than four inches will need to be installed by the contractor.
- Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring, manholes and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

Pro-Rata Charges

The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.

Impact Fees

Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.

Repair Fees

Repair to a city-owned infrastructure, including meters/components, will be charged to the party responsible for the damage or disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, labor, and repair to streets and easements.

Review Fees for Permits - Individual wastewater discharge permit

A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars ($7,500). No permit will be issued until this fee is paid by the applicant.

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Municipal Drainage Utility System Fees	
The drainage utility fee set forth in this section shall be collected through the city's bill for public utilities pursuant to the act.	
Impervious Area; Fee Assessed	
• Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property. • The drainage utility fee, payable monthly, shall be established with respect to all property within the according to the following schedule:	
Single-Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sq. ft. IA)	$4.90
Tier 2 (middle 60%, 3,750–6,400 sq. ft. IA)	$7.90
Tier 3 (largest 20%, > 6,400 sq. ft. IA)	$13.25
Non Single-Family Residential	
Monthly Rate per ERU	$7.75
*ERU (Equivalent Residential Unit) = 5,000 sq. ft. impervious area. A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.	
Impervious Exemptions	

• Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance;
• A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city;
• Property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system;
  ○ State property;
  ○ City property;
  ○ County property;
  ○ School district property;
  ○ Tax-exempt religious institution property; and Public or private institutions of higher education property.	

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

Right-of-Way Management Fees	
Streets, sidewalks and other public places, right-of-way management:	
Permit Application Fee	$100
Expedited Application Fee	$250
Saturday Inspection Fee; each Saturday	$200
Permit Expiration Fee; each permit for incomplete work on expiration date if not extended	$30
Electronic Maps Submittal Fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2-hour minimum)	$80
Registration (per right-of-way user per year)	$50
Inspection Fee	$1/LF or $150/day of anticipated construction time, whichever is greater
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)	$500 (1–5 network notes)
	$500 (1–5 network notes)
	$1,000 per pole
Small Cell User Fees (this penalty shall not exceed and is capped by statutory	$250 annually for each network node
	$20 per year for city pole attachment

Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-10 days	>100 days
Sidewalk	Per sq. ft.	$0.0026	$0.0052	$0.0078	$0.0104
Driveway	Per each	$39	$78	$117	$156

Attachment: Proposed Redline (Master Fee Chart Revision)

MASTER FEE CHART

EMS Billing Fees	
BLS Nonemergency	$1,150
BLS Emergency	$1,150
ALS Nonemergency	$1,350
ALS Emergency	$1,350
ALS Level 2	$1,450
Specialty Care Transport	$1,350
Oxygen	$125
ALS Disposables	$400
BLS Disposables	$300
Medications	$100
Additional Crew Member	$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	$200

Attachment: Proposed Redline (Master Fee Chart Revision)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Choate Loop Ranch - C-3 Annexation Service Agreement

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 19 acres within the Extraterritorial Jurisdiction, generally located at the southeast corner of the Collin County Outer Loop and Choate Parkway. (Choate Loop Ranch – C-3 Annexation Service Agreement) (Lopez)

Applicant:
KFM Engineering & Design
3501 Olympus Drive, Suite 100
Coppell, TX 75219

Background Information:
This item is related to the annexation of approximately 19 acres generally located at the southeast corner of the Collin County Outer Loop and Choate Parkway. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

S PRESTON RD

BUS 289

W GLENDENNING PKWY

E GLENDENNING PKWY

OLD GLENDENNING RD

S COIT RD

S COIT RD

E OUTER LOOP

S COIT RD

W OUTER LOOP

CHOATE PKWY

S COIT RD

W PUNK CARTER PKWY

PUNK CARTER PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Choate Loop Ranch Location Map

City of Celina

11/1/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Choate Loop Ranch – C-3 Annexation Service Agreement)

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

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Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

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1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

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City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

Attachment: Annexation Service Agreement (Choate Loop Ranch – C-3 Annexation Service Agreement)

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

Attachment: Annexation Service Agreement (Choate Loop Ranch – C-3 Annexation Service Agreement)

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2022.

CITY OF CELINA

By: _____
Name: Jason Laumer
Title: City Manager
Date: _____

PROPERTY OWNER: CHOATE LOOP RANCH, LLC

By: _____
Name:
Title:
Date: _____

Attachment: Annexation Service Agreement (Choate Loop Ranch – C-3 Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

BEING all that tract certain called 18.529 acre tract of land situated in the T.W. Rowland Survey, Abstract No. 749, Collin County, Texas, described as called 18.529 acre tract in the deed to Choate Loop Ranch, LLC, as recorded in County Clerk's INST. NO.20210129000201090, of the Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the Northeast corner of said 18.529 acre tract and the Northwest corner of a called 11.650 acre tract of land described in the deed to Joyce A. Brown Acree, as recorded in Volume 4656, Page 417, said Official Public Records;

THENCE S00°58'00”W, with the east line of said 18.529 acre tract a distance of 1053.54 feet to a point for corner;

THENCE S89°35'23”W, with the south line of said 18.529 acre tract, a distance of 464.24 feet to a point for corner;

THENCE N60°49'52”W, with a southwesterly line of said 18.529 acre tract, a distance of 313.59 feet to a point for corner at the beginning of the curve to the right;

THENCE with said curve to the right, having a radius of 1049.50 feet, an arc length of 105.08 feet, a central angle of 05°44'12”, and a chord bearing of N57°57'46”W, a distance of 105.04 feet to a point for corner;

THENCE N00°05'33”W, a distance of 100.82 feet to a point for corner;

THENCE N01°33'04”E, a distance of 498.52 feet to a point for corner;

THENCE N01°04'10”E, a distance of 139.30 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right, having a radius of 3544.44 feet, an arc length of 798.23 feet, a central angle 12°54'12”, and a chord bearing of N82°06'08”E, a distance of 796.55 feet to a point for corner;

THENCE N89°36'32”E, a distance of 39.94 feet to the place of beginning and containing 15.529 acres of land.

Attachment: Annexation Service Agreement (Choate Loop Ranch – C-3 Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Dorothy Winchester Tract - C-3 Annexation Service Agreement

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Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 24 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of Preston Road and future Legacy Drive. (Dorothy Winchester Tract – C-3 Annexation Service Agreement) (Pollard)

Applicant:
KFM Engineering & Design
3501 Olympus Drive, Suite 100
Coppell, TX 75219

Background Information:
This item is related to the annexation of approximately 24 acres generally located at the northwest corner of Preston Road and future Legacy Drive. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

CARL DARNALL PKWY
N COIT RD
N LEGACY DR
N PRESTON RD
ROBINSON DR
E G A MOORE PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Dorothy Winchester Tract
Location Map
City of Celina

11/1/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Dorothy Winchester Tract – C-3 Annexation Service Agreement)

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2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

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   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

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Attachment: Annexation Service Agreement (Dorothy Winchester Tract – C-3 Annexation Service Agreement)

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1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2022.

CITY OF CELINA

By: _____
Name: Jason Laumer
Title: City Manager
Date: _____

PROPERTY OWNER: Dorothy Winchester

By: _____
Name: Dorothy Winchester
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (Dorothy Winchester Tract – C-3 Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

EXHIBIT 'A'

LEGAL DESCRIPTION

BEING all that certain called 24.0454 acre tract of land in the MEP and PRR Co. Survey, Abstract No. 653, Collin County, Texas, described as a called 24.0454 acre tract in the deed to Dorothy M. Winchester, as recorded in County Clerk's Instrument Number 20160223000206300, of the Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the Southwest corner of said 24.0454 acre tract, in the East right-of-way line of St. Louis & San Francisco Railroad, and in the North line of Carthage Road;

THENCE N12°30'00"E, a distance of 840.75 feet to a point for corner;

THENCE N89°44'09"E, a distance of 1243.55 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right, having a central angle of 00°56'35", a radius of 11391.16 feet and a chord that bears S06°36'40"W, a distance of 187.48 feet to a point for corner at the end of said curve;

THENCE S07°10'55"W, a distance of 245.17 feet to a point for corner;

THENCE N83°02'05"W, a distance of 205.19 feet to a point for corner;

THENCE S06°54'06"W, a distance of 414.35 feet to a point for corner;

THENCE S89°27'42"W, a distance of 1216.88 feet to the POINT OF BEGINNING and containing 24.045 acres of land.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S07°10'55"W	245.17'
L2	N83°02'05"W	205.19'
L3	S06°54'06"W	414.35'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	187.48'	11391.16'	0°56'35"	S06°38'40"W	187.48'

ZONING EXHIBIT
24.0454 ACRES
IN THE MEP & PRR CO. SURVEY
ABSTRACT NO. 653
COLLIN COUNTY, TEXAS

CHISHOLM TRAIL
LAND SURVEYING
TX FIRM #10194767
MICHAEL R. KERSTEN, RPLS #6677
MICHAEL@CT-LANDSURVEYING.COM
940.206.3577

KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 895-0536
WWW.KFM-LLC.COM
TBPE #F-20821

PROJECT NO. 22-0588	DRAWN BY: MM	SCALE: N/A	DATE: 10/17/2022	SHEET: 2 OF 2

Attachment: Annexation Service Agreement (Dorothy Winchester Tract – C-3 Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Celina Parvin - C-3 Annexation Service Agreement

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 102 acres within the Extraterritorial Jurisdiction, generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road. (Celina Parvin – C-3 Annexation Service Agreement) (Pollard)

Applicant:
MM Celina Parvin 101, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, TX 75234

Background Information:
This item is related to the annexation of approximately 102 acres generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

CAREY RD

CRUTCHFIELD RD

BOTHWELL BLVD

SMILEY RD

W FRONTIER PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Celina Parvin
Location Map
City of Celina

10/25/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Celina Parvin – C-3 Annexation Service Agreement)

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Attachment: Annexation Service Agreement (Celina Parvin – C-3 Annexation Service Agreement)

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

Attachment: Annexation Service Agreement (Celina Parvin – C-3 Annexation Service Agreement)

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

Attachment: Annexation Service Agreement (Celina Parvin – C-3 Annexation Service Agreement)

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

Attachment: Annexation Service Agreement (Celina Parvin – C-3 Annexation Service Agreement)

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2022.

CITY OF CELINA

By: _____
Name: Jason Laumer
Title: City Manager
Date: _____

PROPERTY OWNER: MM Celina Parvin 101, LLC

By: _____
Name: MM Celina Parvin 101, LLC
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (Celina Parvin – C-3 Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

101.60 Acre Tract W.O. 5066-21

All that certain tract or parcel of land lying and being situated in Denton County, Texas, a part of the J. RUE SURVEY, ABSTRACT No. 1109, the J. B. RUE SURVEY ABSTRACT No. 1112, the B. L. RUE SURVEY, ABSTRACT No. 1113, and the H. RUE SURVEY, ABSTRACT No. 1111, and being and including all that certain tract said to contain 100 acres as described under the caption "FIRST TRACT" in a deed to Brice Jackson, et al, recorded in Volume 4910, page 2975, Denton County Real Property Records, said tract or parcel of land is herein described as follows; to wit:

BEGINNING at a one-half inch iron rod found in Parvin Road for the southwest corner of the premises herein described, said corner being a re-entrant corner of a record 319.005 acre tract described in a deed to Joe Lynn Carey Ninemire, et al, recorded under Clerk's Document No. 2014-16824, Denton County Real Property Records;
THENCE north 00 degrees 26 minutes 11 seconds west 3180.47 feet to an one-half inch iron rod found on the north line of Abstract No. 1109 at the northeast corner of said 319.005 acre tract for the northwest corner hereof;
THENCE along the established north line of Abstract No. 1109, north 89 degrees 12 minutes 32 seconds east at 57 varas passing the northwest corner of Abstract No. 1112 and in all a total distance of 777.62 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found at the southeast corner of a record 107.00 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-2064, Denton County Real Property Records, said corner also being the most northerly southwest corner of a 134.58 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-15660, Denton County Real Property Records;
THENCE the with the established north line of said Abstract No. 1112, north 89 degrees 13 minutes 51 seconds east 705.25 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found for the northeast corner hereof, said corner being a re-entrant corner of said 134.58 acre tract;

Attachment: Annexation Service Agreement (Celina Parvin – C-3 Annexation Service Agreement)

THENCE south 00 degrees 37 minutes 59 seconds east 2645.81 feet to an "I bolt" found for the southwest corner of said 134.58 acre tract and the most northerly southeast corner hereof, said corner being on the north line of a tract said to contain 13.205 acres as described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2017-12045, Denton County Real Property Records;
THENCE south 89 degrees 27 minutes 46 seconds west 582.35 feet (record 216 varas [600 feet]) to an one-half inch iron rod found at the northwest corner of said 13.205 acre tract for a re-entrant corner hereof;
THENCE south 01 degree 56 minutes 44 seconds west 561.56 feet to a magnail set in Parvin Road at the southeast corner hereof, an iron rod found for reference bears south 50 degrees 21 minutes 33 seconds west 45.2 feet;
THENCE with Parvin Road, north 89 degrees 14 minutes 24 seconds west a distance of 886.43 feet to the Place of BEGINNING and containing 101.60 acres of land.

Attachment: Annexation Service Agreement (Celina Parvin – C-3 Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Legacy Hills - Sixth Amended DA

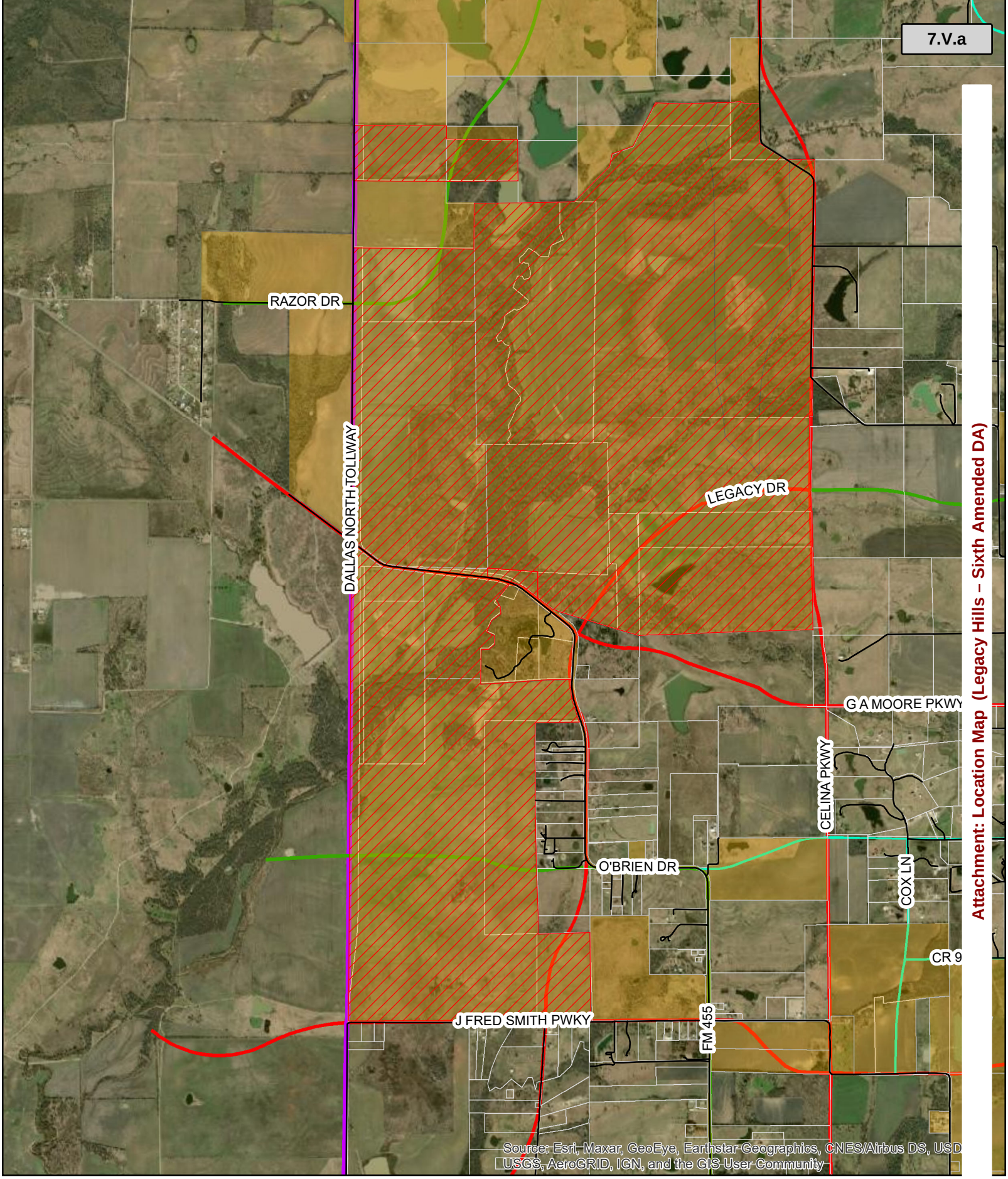
Action Requested:
Consider and act upon an amendment to the Legacy Hills Development Agreement; generally located north of future J. Fred Smith Parkway, west of future Celina Parkway, east of Dallas Parkway, and south of Marilee Road, within the City Limits. (Legacy Hills – Sixth Amended DA) (Brawner)

Applicant:
Centurion American
1800 Valley View Lane, Suite 300
Farmer Branch, TX 75234

Background:
The Legacy Hills Development Agreement is being revised in order update the concept and trail plans, replace roundabouts with intersections, and clarify responsibilities for right-of-way grading. Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Legacy Hills – Sixth Amended DA)

CELINA TEXAS est. 1876
Life Connected.

Legacy Hills Location Map

Date: 4/8/2021

Legend

- Roads
- Dynavest
- City Limits
- Parcels

N
W E
S

0

Feet

SIXTH AMENDMENT TO DEVELOPMENT, SETTLEMENT, AND ANNEXATION AGREEMENT

THIS SIXTH AMENDMENT TO DEVELOPMENT, SETTLEMENT, AND ANNEXATION AGREEMENT ("Sixth Amendment") is made and entered into by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality located in Collin and Denton Counties, Texas (the "City"), **NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1**, a special district created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, formerly known as NORTH CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 3 (the "District"), and **MM CELINA 3200, LLC**, a Texas limited liability company (the "Developer" or "Owner"), to be effective on December 13, 2022 (the "Effective Date").

RECITALS

WHEREAS, the Developer, the District, and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, the City and Dynavest Joint Venture, a joint venture formed under the laws of the State of Texas with its principal place of business in Dallas, Texas (the "Original Owner"), previously entered into the Development, Settlement and Annexation Agreement (the "Original Development Agreement"), effective as of September 8, 2020, for the development of approximately 3236.601 acres of undeveloped property located wholly in Collin County, Texas; and

WHEREAS, the City, the District, and the Developer entered into the First Amendment to Development, Settlement and Annexation Agreement, effective on August 2, 2021 (the "First Amendment"), as amended by the Second Amendment to Development, Settlement and Annexation Agreement, effective on September 14, 2021 (the "Second Amendment"), as amended by the Third Amendment to Development, Settlement and Annexation Agreement, effective on November 9, 2021 (the "Third Amendment"), as amended by the Fourth Amendment to Development, Settlement and Annexation Agreement, effective on February 8, 2022 (the "Fourth Amendment"), as amended by the Fifth Amendment to Development, Settlement and Annexation Agreement, effective on June 14, 2022 (the "Fifth Amendment", and collectively with the Original Development Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and this Sixth Amendment, the "Development Agreement"); and

WHEREAS, the Developer purchased and closed on the Property (as defined in the First Amendment) on August 2, 2021, and

WHEREAS, the Parties desire to amend the Development Agreement to recognize changes in the tree mitigation fees, grading obligations, right-of-way obligations, the concept plan and the trail plan ; and

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

WHEREAS, the Parties acknowledge and agree that, except to the extent amended by this Sixth Amendment herein, all provisions and terms contained in the Development Agreement shall remain in full force and effect; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Sixth Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

AGREEMENT

1. Defined Terms. All capitalized terms used in this Sixth Amendment, to the extent not otherwise expressly defined herein, shall have the meanings assigned to them in the Development Agreement.

2. Amendment to Section 3.1 Fees. The Parties agree that Section 3.1 Fees of the Development Agreement is hereby amended to add the following as new subsection (f):

(f) Tree Mitigation Fee. The Parties agree that the City shall eliminate any and all tree mitigation fees set forth in the City Regulations or otherwise required by the City.

3. Amendment to Section 4.6 "Roadway Public Infrastructure". The Parties agree that Section 4.6 "Roadway Public Infrastructure" of the Development Agreement shall be amended and replaced in its entirety to read as follows:

4.6 Roadway Public Infrastructure. The Parties agree to deviate from the City's standard adjacent lane requirements to create a two (2) lane network of roadway Public Infrastructure for the Property. The Developer agrees to construct or cause the construction of the following roadway Public Infrastructure, which construction shall include designing and obtaining rights-of-way and easements, and shall not include landscaping, lighting, left turn lanes, or median openings, as such roadway Public Infrastructure is shown on **Exhibit K, Exhibit K-1,** and **Exhibit K-2**:

(a) South Tract.
- (i) two (2) concrete lanes of J. Fred Smith Parkway from Dallas North Tollway to the eastern edge of the Property adjacent to J. Fred Smith Parkway;
- (ii) two (2) concrete lanes of O'Brien Drive from Dallas North Tollway to Legacy Drive; and
- (iii) two (2) concrete lanes of Legacy Drive from J. Fred Smith Parkway to O'Brien Drive.

(b) North Tract.
- (i) two (2) concrete lanes of Legacy Drive from G.A. Moore Parkway to Celina Parkway;
- (ii) two (2) concrete lanes of two (2) internal collectors into the sections on the northeastern portion of the Property;
- (iii) two (2) concrete lanes of Celina Parkway adjacent to the Property running north to south;

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

(iv) The Developer agrees to escrow or cause to be escrowed funds prior to the construction of Public Infrastructure for Parcel 12 as shown on the Concept Plan in the amount of the construction costs for construction of two (2) concrete lanes of G.A. Moore Parkway from Legacy Drive to Celina Parkway, which amount shall be agreed to by the City and the Developer. The City, in its discretion, agrees to use such escrowed funds to fund and construct either: (i) two (2) concrete lanes of G.A. Moore Parkway from Legacy Drive to Celina Parkway, or (ii) two (2) concrete lanes of Legacy Drive from G.A. Moore Parkway to O'Brien Drive; and

(v) two (2) concrete lanes of the internal roadways providing access to the Amenity Center located in the northeastern portion of the Property and more particularly shown on **Exhibit K-1**.

(c) Round-Abouts. Notwithstanding anything contained in this Development Agreement to the contrary, Developer shall only be obligated to construct one (1) round-about located at the intersection of Celina Parkway and Legacy Drive and more particularly shown on **Exhibit K-2**. Any and all other requirement or plans to construct a round-about, traffic circle or other atypical intersection shall not be required for the Property. Any and all references to any plans or specifications depicting, requiring, describing or otherwise mentioning any other round-abouts in the Development are hereby amended to reflect typical intersections.

(d) Roadway Grading. Developer will designate the location(s) within the Property (which locations may be in the floodplain) where the City shall be permitted to access the area, excavate the dirt, and haul the dirt for the remaining lanes of the roadway within the right-of-way that are not required to be constructed by Developer under this Development Agreement and additional areas within the right-of-way, including without limitation, any extensions for storm and drainage pipes needed for the full right-of-way grade (each area an "Excavated Area"). Developer's only obligation shall be to provide the dirt in its existing location as selected by Developer and Developer shall have no obligation for any costs associated with the grading of the remaining lanes of the roadway within the right-of-way that are not required to be constructed by Developer under this Development Agreement and additional areas within the right-of-way, including without limitation, any extensions for storm and drainage pipes needed for the full right-of-way grade. Within forty-five (45) days after the City has excavated and hauled away dirt within any Excavated Area, Developer shall be required to place natural seed, of a type matching the surrounding area, over the Excavated Area, except that any portion of an Excavated Area required to be landscaped under the City Regulations and/or the Development Agreement shall instead be landscaped. Notwithstanding this previous sentence, nothing contained in this section shall be construed to require Developer to landscape any new or additional areas not otherwise required to be landscaped by this Development Agreement.

4. Amendment to Section 4.8 "Wastewater Public Infrastructure". The Parties agree that Section 4.8 "Wastewater Public Infrastructure" of the Development Agreement shall be amended and replaced in its entirety to read as follows:

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

4.8 Wastewater Public Infrastructure.

(a) The Developer agrees to construct or cause the construction of all wastewater Public Infrastructure as shown on **Exhibit M** and **Exhibit M-1**. The wastewater service plan for the wastewater Public Infrastructure is shown on **Exhibit M** and **Exhibit M-1**. The City agrees to pay or reimburse the Developer for the Developer's construction of any Oversized Public Infrastructure for the wastewater Public Infrastructure, including reasonable and customary costs for the Developer's design, permitting, and construction, but excluding interest, described in the wastewater service plan and this Section 4.8, and such payment or reimbursement shall occur within thirty (30) days after the City's acceptance of the wastewater Oversized Public Infrastructure or portion thereof. Subject to the City's obligation to pay or reimburse for wastewater Oversized Public Infrastructure provided herein, the Developer agrees to fund and construct or cause to be funded and constructed the following wastewater Public Infrastructure as shown on **Exhibit M** and **Exhibit M-1**:

(i) one (1) regional lift station on the South Tract; provided, however, the City agrees to pay the Oversized Public Infrastructure costs for oversizing of the regional lift station, and the City agrees to fund and construct any future pumps and electrical associated with the regional lift station beyond what is necessary for development of the Property; and

(ii) the gravity lines and force main lines as needed for development of the Property.

(b) Wastewater Treatment Plant. Developer imported approximately 140,000 cubic yards of dirt and stockpiled the dirt on the wastewater treatment plant site as shown on the Concept Plan. In exchange the City is waiving any and all tree mitigation fees as set forth in Section 3.1(f).

5. Amendment to Section 2.2 Planned Development District. The Parties agree that the following will be added to the end of Section 2.2:

"Within sixty (60) business days of the Effective Date of this Sixth Amendment, Developer shall initiate a rezoning of the portion of the Property planned to be used as the club house for the golf course as shown on **Exhibit B** (as amended by this Sixth Amendment). Developer shall initiate a rezoning of such portion of the Property as a Planned Development District, Special Use Permit or similar zoning classification consistent with **Exhibit B** and **Exhibit C-2,** which uses shall include a hotel. Through this Sixth Amendment, the City and the Developer expressly consent and agree to the zoning of the portion of the Property referenced herein consistent with and as contemplated by this Section 2.2."

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

6. Amendment to Section 11.11 "Exhibits". The parties agree that Section 11.11 "Exhibits" of the Development Agreement shall be amended and replaced in its entirety to read as follows:

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Concept Plan
Exhibit B-1	Pod 12 Concept Plan
Exhibit C	Land Use Standards
Exhibit C-1	Pod 12 Land Use Standards
Exhibit C-2	Golf Course Land Use Standards
Exhibit D	MMD Legislation
Exhibit E	City Consent Resolution
Exhibit F	intentionally omitted/reserved
Exhibit F-1	Pod 12 Open Space Plan
Exhibit F-2	Pod 12 Trails & Open Space Plan
Exhibit G	Dedications and Reservations for Public Facilities
Exhibit H	intentionally omitted/reserved
Exhibit I	Certification for Payment Form
Exhibit J	Closing Disbursement Request
Exhibit K	Roadway Public Infrastructure
Exhibit K-1	Roadway Public Infrastructure for Amenity Center
Exhibit K-2	Roadway Public Infrastructure for Round-About
Exhibit L	Water Public Infrastructure
Exhibit L-1	Water Public Infrastructure for Amenity Center
Exhibit M	Wastewater Public Infrastructure
Exhibit M-1	Wastewater Public Infrastructure for Amenity Center
Exhibit N	HOA Public Education Support

7. Amendment to Add Exhibit C-2. The Parties agree to amend the Development Agreement to add Exhibit C-2 Golf Course Land Use Standards, attached hereto as **Attachment 4**, and incorporated herein by reference.

8. Amendment to Add Exhibit K-2. The Parties agree to amend the Development Agreement to add Exhibit K-2 Roadway Public Infrastructure for Round-About, attached hereto as **Attachment 1**, and incorporated herein by reference.

9. Amendment to Replace Exhibit B. The Parties agree to amend the Development Agreement to delete the existing Exhibit B Concept Plan in its entirety and replace it with Exhibit B Concept Plan, attached hereto as **Attachment 2**, and incorporated herein by reference.

10. Amendment to Replace Exhibit F-2. The Parties agree to amend the Development Agreement to delete the existing Exhibit F-2 Pod 12 Trails & Open Space Plan in its entirety and replace it with Exhibit F-2 Pod 12 Trails & Open Space Plan, attached hereto as **Attachment 3**, and incorporated herein by reference.

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

11. Miscellaneous.

(a) This Sixth Amendment amends the Development Agreement in no other manner except as expressly set forth herein, including the exhibits attached hereto. Except as amended herein, the terms, provisions, agreements, covenants, and conditions of the Development Agreement shall continue in full force and effect. In the event of a conflict between this Sixth Amendment, including the exhibits attached hereto, and the Development Agreement, the terms of this Sixth Amendment, including the exhibits attached hereto, shall control.

(b) This Sixth Amendment together with the Original Development Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this Sixth Amendment, the Original Development Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment. This Sixth Amendment and the Original Development Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall not be modified or amended except in writing signed by the Parties.

(c) If any provision of this Sixth Amendment is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Sixth Amendment; (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 Sixth Amendment shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

(d) This Sixth Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same instrument.

(e) The City represents and warrants that the individual executing this Sixth Amendment on behalf of the City has been duly authorized to do so. The MMD represents and warrants that the individual executing this Sixth Amendment on behalf of the MMD has been duly authorized to do so. The Developer represents and warrants that this Sixth Amendment has been approved by appropriate action of Developer, and that each individual executing this Sixth Amendment on behalf of Developer has been duly authorized to do so.

(f) Certificate of Interested Parties Form 1295. The Developer represents and warrants that it is required to comply with Section 2252.908 of the Texas Government Code, as amended, and must file, and has filed, a Certificate of Interested Parties Form 1295 prescribed thereunder with the City and the MMD.

(g) No Boycott of Israel; No Business With Sanctioned Countries. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Sixth Amendment is a contract for goods or services, will not boycott Israel during the term of this Sixth Amendment. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code,

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

The Developer represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, 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, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https ://comptroller.texas .gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and any of its respective parent companies, 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. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(h) Verification Regarding Energy Company Boycotts. To the extent this Sixth Amendment constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Developer 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 Sixth Amendment. 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. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(i) Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Sixth Amendment constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

Developer 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 Sixth Amendment 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) (as added by SB 19), Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Signature Page to Follow]

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

EXECUTED by the City, the District, and Developer to be effective as of the Effective Date.

CITY OF CELINA

By: _____
_____, _____

ATTEST:

_____
Lauren Field, City Secretary

APPROVED AS TO FORM

_____
Julie Fort, Attorney for the City

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022 by _____, _____ of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

DEVELOPER

MM CELINA 3200, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Celina 3200, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

By:_____
Name: Greg Leveling
Its: President

ATTEST:

By:_____
Robert Klarer, Secretary

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Greg Leveling, President of North Parkway Municipal Management District No. 1, on behalf of said district.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires: _____

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

Exhibit B
Concept Plan

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

Exhibit C-2
Golf Course Land Use Standards

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

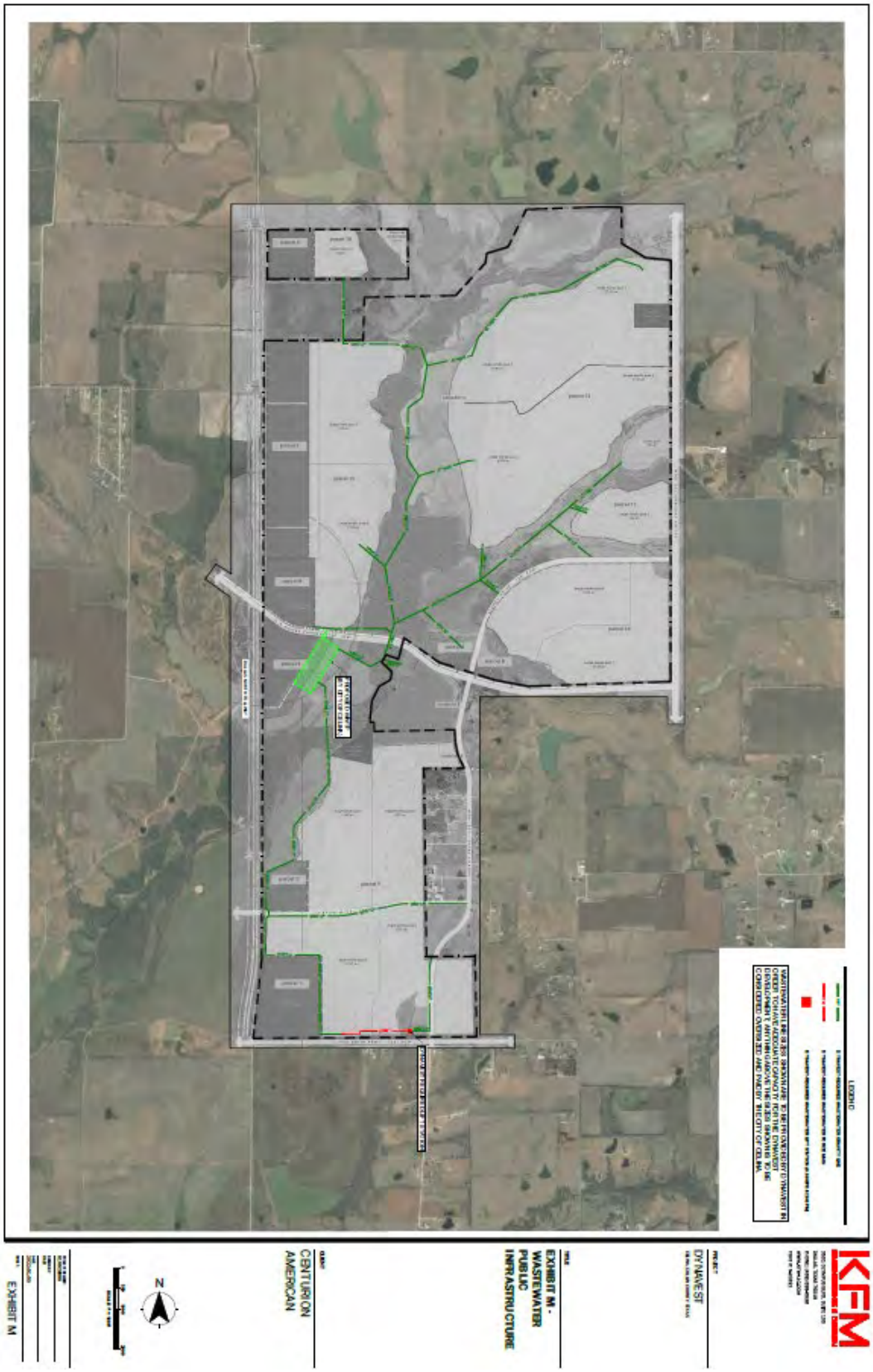
Exhibit F-2
Pod 12 Trails & Open Space Plan

Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

Exhibit K-2
Roadway Public Infrastructure for Round-About

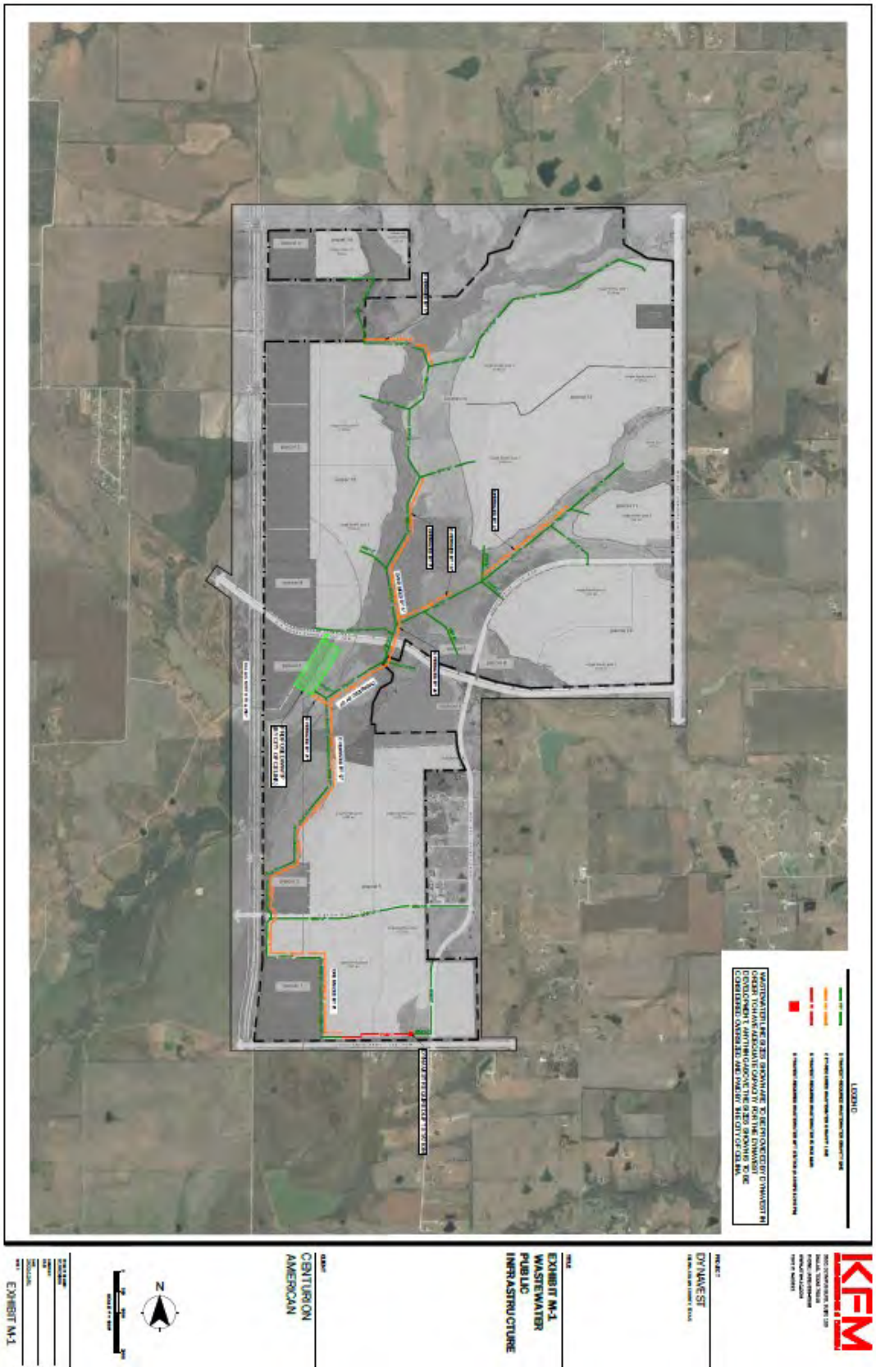
Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

Exhibit M
Wastewater Public Infrastructure



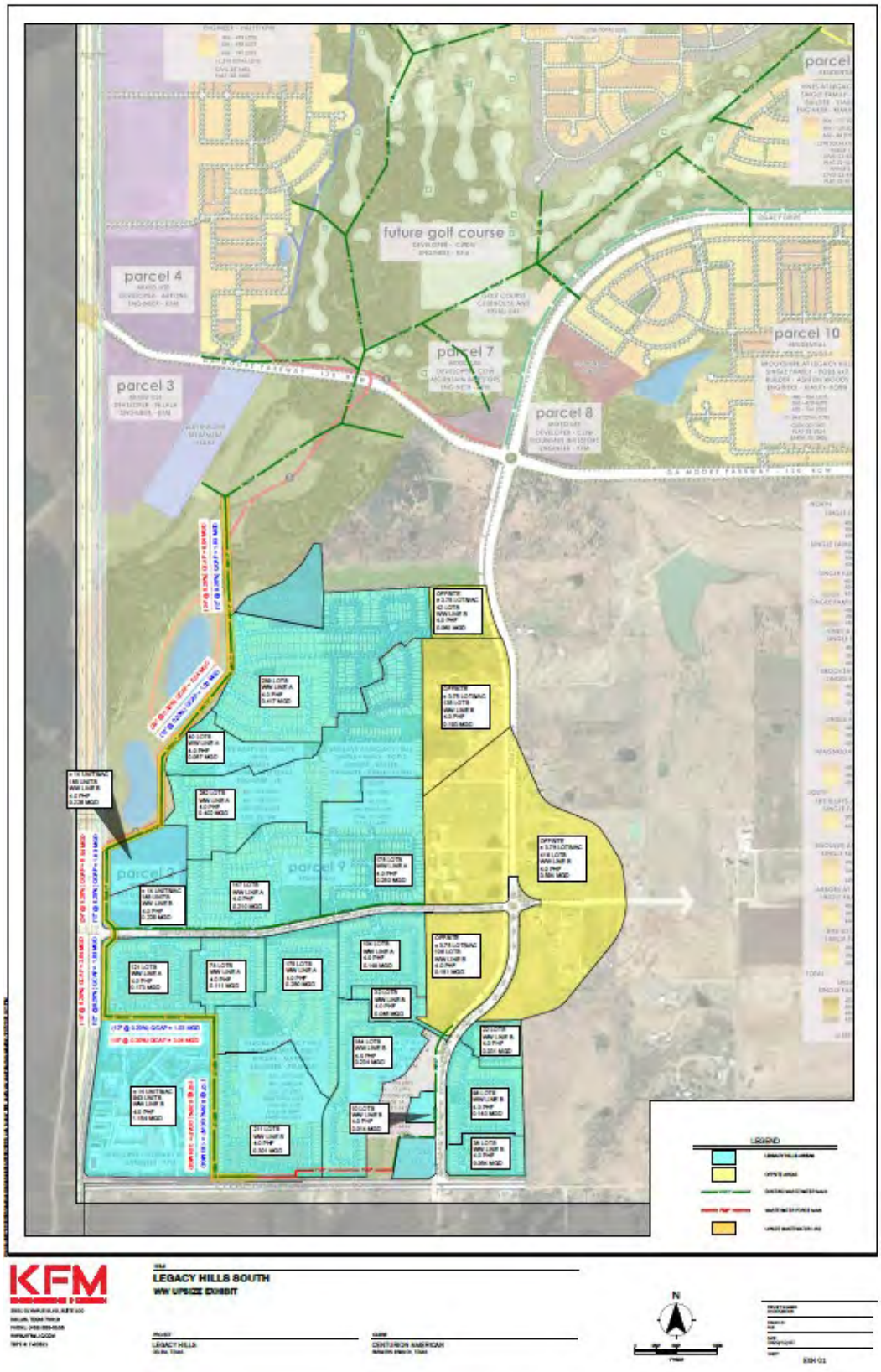
Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

Exhibit M-1
Wastewater Public Infrastructure for Amenity Center



Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

Exhibit WW
Legacy Hills South WW Calculations



Attachment: Draft Agreement (Legacy Hills – Sixth Amended DA)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Parks at Wilson Creek Traditions Architecture - Third Amended DA

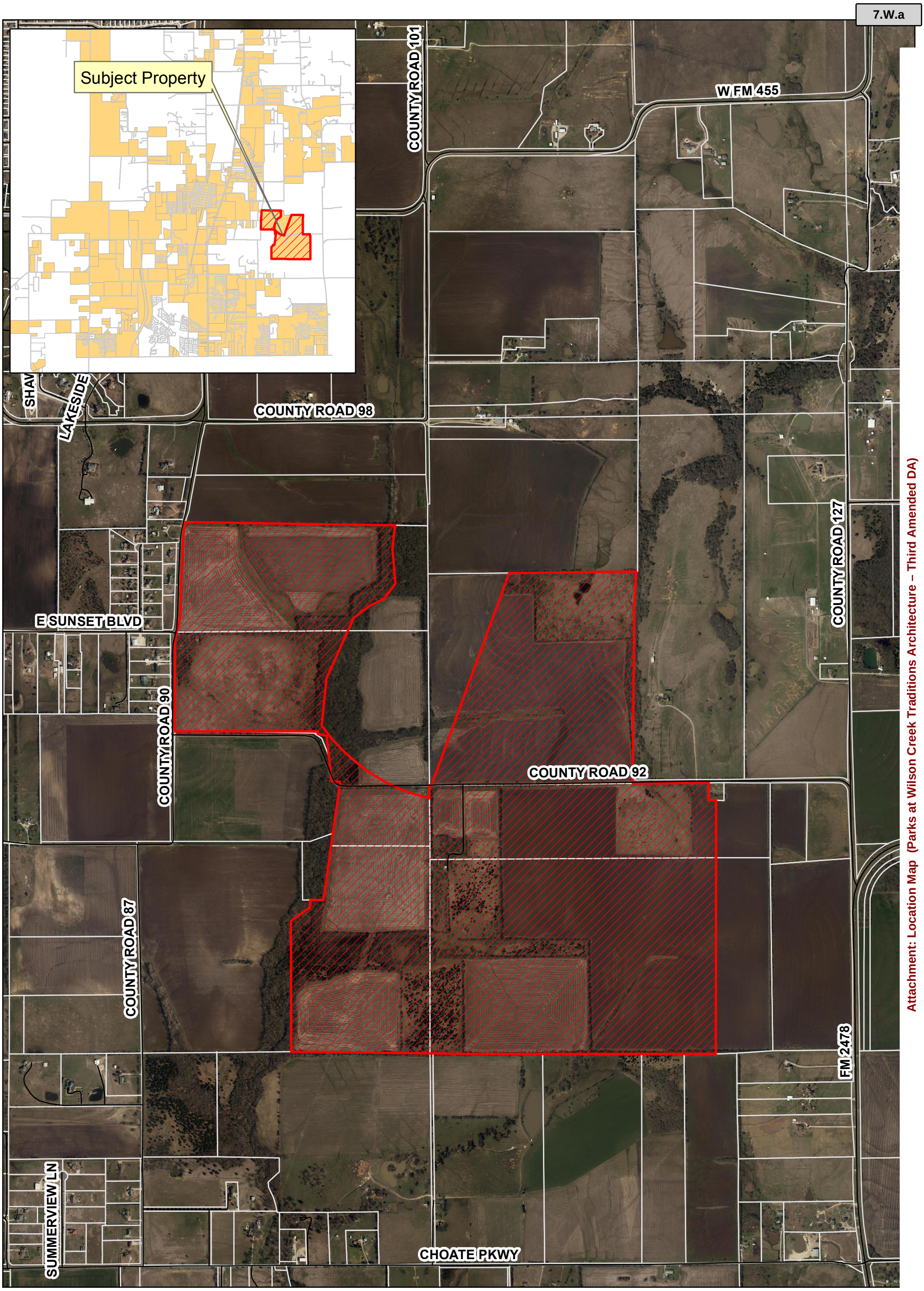
Action Requested:
Consider and act upon a third amendment to the Development Agreement between the City of Celina and the Parks at Wilson Creek, L.P. for approximately 701 acres of land, generally located east of Coit Road and north of the Collin County Outer Loop. (Parks at Wilson Creek Traditions Architecture – Third Amended DA) (Lopez)

Applicant:
Tradition Homes
8751 Collin McKinney Parkway, Suite. 402
McKinney, TX 75070

Background Information:
The proposed Development Agreement is intended to allow for modified architectural design standards in the Parks at Wilson Creek neighborhood.

Supporting Documents:
- Location Map
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.



The Parks at Wilson Creek Location Map

Date: 9/3/2019

Legend

- Roads
- Parks at Wilson Creek
- Parcels

N W E S

0 1,000 2,000 Feet

THIRD AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(The Parks at Wilson Creek)

This Third Amendment to Amended and Restated Development Agreement (this "Amendment") is made and entered into as of the ____ day of _____, 2022 (the "Effective Date"), by and between the CITY OF CELINA, TEXAS (the "City"), a home rule municipality located within Collin County, Texas, and THE PARKS AT WILSON CREEK, L.P., a Texas limited partnership (the "Owner") (the City and the Owner are each individually, a "Party" and collectively, the "Parties").

WHEREAS, this Amendment amends that certain Amended and Restated Development Agreement between the Parties that was entered into as of the 9th day of September, 2015, recorded in the Official Public Records of Collin County, Texas, as Instrument Number 20150917001181966 (the "Original Development Agreement"), as amended by First Amendment to Amended and Restated Development Agreement entered into as of October 8, 2019 and recorded in the Official Public Records of Collin County, Texas, as Instrument Number 20191021001322210 (the "First Amendment"), and Second Amendment to Amended and Restated Development Agreement entered into as of September 14, 2021 and recorded in the Official Public Records of Collin County, Texas, as Instrument Number 20210924001957280 (the "Second Amendment")(the Original Development Agreement, First Amendment, and Second Amendment collectively being the "Development Agreement"); and

WHEREAS, the Development Agreement governs two tracts of land in the City of Celina, Collin County, Texas, one containing 540 acres and the other containing 161 acres, save and except that approximate 17.14-acre parcel of land conveyed to Collin County, Texas by Special Warranty Deed recorded November 18, 2019, in the Official Public Records of Collin County, Texas, as Instrument Number 20191118001467990 (as defined in the Development Agreement, the "Property", and as more particularly described in **Exhibit "A"** of the Development Agreement); and

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Development Agreement, including the First Amendment, and the Second Amendment, unless otherwise defined herein; 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 Owner 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 as follows:

1. Amendment. Section 7.0 of Exhibit D of the Development Agreement is hereby amended by adding Section 7.3 to read as follows:

7.3 As an alternative to the building, masonry, and other regulations provided in Sections 7.1 and 7.2 herein, if the minimum dwelling unit size is 2,850 square feet and the lot width is 60-feet or more, the dwelling may have modern farmhouse architecture that is substantially similar to the product depicted and described in **Appendix "G"** if the exterior elevations are approved in writing by the City Development Services Director.

Attachment: Draft Agreement (Parks at Wilson Creek Traditions Architecture – Third Amended DA)

2. 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.

3. 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.

4. 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.

5. Exhibits. Depictions of the modern farmhouse architecture, to be added as Appendix "G" to Exhibit D of the Development Agreement, are attached hereto as **Exhibit A**.

[the remainder of this page intentionally left blank - signature pages and exhibits to follow]

Attachment: Draft Agreement (Parks at Wilson Creek Traditions Architecture – Third Amended DA)

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Lauren Field, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On _____, 2022, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of TEXAS

Attachment: Draft Agreement (Parks at Wilson Creek Traditions Architecture – Third Amended DA)

THE PARKS AT WILSON CREEK, L.P,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2022, by James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as the Manager of The Parks at Wilson Creek GP, LLC, a Texas limited liability company, on behalf thereof as the General Partner of The Parks at Wilson Creek, L.P., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of TEXAS

Attachment: Draft Agreement (Parks at Wilson Creek Traditions Architecture – Third Amended DA)

Exhibit A

Appendix G
Modern Farmhouse Architecture

Characteristics of Modern Farmhouse Architecture and Depictions

A "Modern Farmhouse" embraces the simplicity and charm of a former and simpler way of living but incorporates current architectural features and concepts to bring that Traditional Style into the present day. There are many recognizable characteristics of the "Modern Farmhouse" architecture outlined below. While every home may have subtle differences, all will have some common threads and Basic Requirements that make them "Modern Farmhouse." The list below qualifies the Basic Requirements as well as identifying of few Optional Requirements:

Basic Requirements:

- Simple Rectangular shape plan and structure.
- Multiple Gables across the front façade with a typical pitch of 10:12 to 14:12.
- Composition roofs shall be a variation of black or gray.
- First story elevations should be predominately brick or as represented in the attached elevations.
- Second story elevations typically with gable elements or above front porches may be Vertical Board and Batten siding consisting of 2.5-inch batten (separated 14 to 24-inchs); the siding (or Board) may be stucco or stucco board (cementitious siding).
- Window Patterns with Single Hung Windows should be "One over One", "Two over Two", "Four over Four" or "Six over Six" for Upper and Lower Window Sashes. Other Window Pattern Options for Single Hung Windows could be Divided Patterns (with 2, 4 or 6 Lights) in the Top Window Sash over a One Light Lower Sash.
- Windows shall have simple ornamentation or articulation above and below each window.
- The exterior color for brick and/or siding should be "White" or some variation thereof.
- Painted brick is permitted.
- Carriage Style garage doors.

Optional Requirements (minimum 2 required):

- Large open front porches with Square Columns or Square Columns with a Masonry Base (Brick or Stone to match the home).
- Front porches are required to have Standing Seam Metal roofs, minimum 4:12.
- Painted brick.
- Wood brackets at top of gable (s).
- Shutters with a classic color, typically Black or Earthtone.
- Contemporary and/or Modern Farmhouse style lighting.
- Accent Standing Seam Metal Shed Awning Roof above selected window with supporting wood brackets.

Attachment: Draft Agreement (Parks at Wilson Creek Traditions Architecture – Third Amended DA)

Attachment: Draft Agreement (Parks at Wilson Creek Traditions Architecture – Third Amended DA)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	The Parks Annex (Matusek) Traditions Architecture - First Amended DA

Action Requested:
Consider and act upon the first amendment to the Development Agreement between the City of Celina and the Parks at Wilson Creek, L.P. for approximately 51 acres of land, generally located north of the Collin County Outer Loop, and approximately 1,045 feet west of future Custer Road, within the City Limits. (The Parks Annex (Matusek) Traditions Architecture – First Amended DA) (Lopez)

Applicant:
Tradition Homes
8751 Collin McKinney Parkway, Suite. 402
McKinney, TX 75070

Background Information:
The proposed Development Agreement is intended to allow for modified architectural design standards in the Parks at Wilson Creek neighborhood.

Supporting Documents:
- Location Map
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

CUSTER RD
OUSLEY BLVD
OUSLEY BLVD
SUNSET BLVD
SUNSET BLVD
ROSELAND PKWY
COLLIN COUNTY OUTER LOOP
CHOATE PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Matusek Tract Location Map

City of Celina

7/27/2021

N W E S

0 500 1,000 Feet

Attachment: Location Map (The Parks Annex (Matusek) Traditions Architecture – First Amended DA)

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(The Parks at Wilson Creek – Matusek Property)

This First Amendment to Development Agreement (this "Amendment") is made and entered into as of the ____ day of _____, 2022 (the "Effective Date"), by and between the CITY OF CELINA, TEXAS (the "City"), a home rule municipality located within Collin County, Texas, and THE PARKS AT WILSON CREEK, L.P., a Texas limited partnership (the "Owner") (the City and the Owner are each individually, a "Party" and collectively, the "Parties").

WHEREAS, this Amendment amends that certain Development Agreement between the Parties that was entered into as of the 14th day of September 2021, recorded in the Official Public Records of Collin County, Texas, as Instrument Number 20210924001957280 (the "Development Agreement"); and

WHEREAS, the Development Agreement governs land in the City of Celina, Collin County, Texas, containing 50.9533 acres (as defined in the Development Agreement, the "Property", and as more particularly described in **Exhibit "A"** of the Development Agreement); and

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Development Agreement, unless otherwise defined herein; 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 Owner 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 as follows:

1. Amendment. Section 7.0 of Exhibit D of the Development Agreement is hereby amended by adding Section 7.3 to read as follows:

> 7.3 As an alternative to the building, masonry, and other regulations provided in Sections 7.1 and 7.2 herein, if the minimum dwelling unit size is 2,850 square feet and the lot width is 60-feet or more, the dwelling may have modern farmhouse architecture that is substantially similar to the product depicted and described in **Appendix "G"** if the exterior elevations are approved in writing by the City Development Services Director.

2. 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.

3. 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.

4. 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.

5. Exhibits. Depictions of the modern farmhouse architecture, to be added as Appendix "G" to Exhibit D of the Development Agreement, are attached hereto as **Exhibit A**.

Attachment: Draft Agreement (The Parks Annex (Matusek) Traditions Architecture – First Amended DA)

[the remainder of this page intentionally left blank - signature pages and exhibits to follow]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Lauren Field, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On _____, 2022, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of TEXAS

Attachment: Draft Agreement (The Parks Annex (Matusek) Traditions Architecture – First Amended DA)

THE PARKS AT WILSON CREEK, L.P,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2022, by James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as the Manager of The Parks at Wilson Creek GP, LLC, a Texas limited liability company, on behalf thereof as the General Partner of The Parks at Wilson Creek, L.P., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of TEXAS

Attachment: Draft Agreement (The Parks Annex (Matusek) Traditions Architecture – First Amended DA)

Exhibit A

Appendix G
Modern Farmhouse Architecture

Characteristics of Modern Farmhouse Architecture and Depictions

A "Modern Farmhouse" embraces the simplicity and charm of a former and simpler way of living but incorporates current architectural features and concepts to bring that Traditional Style into the present day. There are many recognizable characteristics of the "Modern Farmhouse" architecture outlined below. While every home may have subtle differences, all will have some common threads and Basic Requirements that make them "Modern Farmhouse." The list below qualifies the Basic Requirements as well as identifying of few Optional Requirements:

Basic Requirements:

- Simple Rectangular shape plan and structure.
- Multiple Gables across the front façade with a typical pitch of 10:12 to 14:12.
- Composition roofs shall be a variation of black or gray.
- First story elevations should be predominately brick or as represented in the attached elevations.
- Second story elevations typically with gable elements or above front porches may be Vertical Board and Batten siding consisting of 2.5-inch batten (separated 14 to 24-inchs); the siding (or Board) may be stucco or stucco board (cementitious siding).
- Window Patterns with Single Hung Windows should be "One over One", "Two over Two", "Four over Four" or "Six over Six" for Upper and Lower Window Sashes. Other Window Pattern Options for Single Hung Windows could be Divided Patterns (with 2, 4 or 6 Lights) in the Top Window Sash over a One Light Lower Sash.
- Windows shall have simple ornamentation or articulation above and below each window.
- The exterior color for brick and/or siding should be "White" or some variation thereof.
- Painted brick is permitted.
- Carriage Style garage doors.

Optional Requirements (minimum 2 required):

- Large open front porches with Square Columns or Square Columns with a Masonry Base (Brick or Stone to match the home).
- Front porches are required to have Standing Seam Metal roofs, minimum 4:12.
- Painted brick.
- Wood brackets at top of gable (s).
- Shutters with a classic color, typically Black or Earthtone.
- Contemporary and/or Modern Farmhouse style lighting.
- Accent Standing Seam Metal Shed Awning Roof above selected window with supporting wood brackets.

Attachment: Draft Agreement (The Parks Annex (Matusek) Traditions Architecture – First Amended DA)

Attachment: Draft Agreement (The Parks Annex (Matusek) Traditions Architecture – First Amended DA)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Choate Loop Ranch - C-3 Expedited Annexation

Action Requested:
Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 19 acres, generally located at the southeast corner of the Collin County Outer Loop and Choate Parkway, within the Extraterritorial Jurisdiction (ETJ). (Choate Loop Ranch – C-3 Expedited Annexation) (McAfee)

Applicant:
KFM Engineering & Design
3501 Olympus Drive, Suite 100
Coppell, TX 75219

Background Information:
This item is for the annexation of approximately 19 acres, generally located at the southeast corner of the Collin County Outer Loop and Choate Parkway. Please refer to the attached documents as well as the associated annexation service agreement and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.

S PRESTON RD

BUS 289

W GLENDENNING PKWY

E GLENDENNING PKWY

OLD GLENDENNING RD

S COIT RD

S COIT RD

W OUTER LOOP

E OUTER LOOP

S COIT RD

CHOATE PKWY

S COIT RD

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Legend

- Subject Property
- City Limits
- Roads
- Parcels

Choate Loop Ranch
Location Map
City of Celina

11/1/2022

N W E S

0 500 1,000 Feet

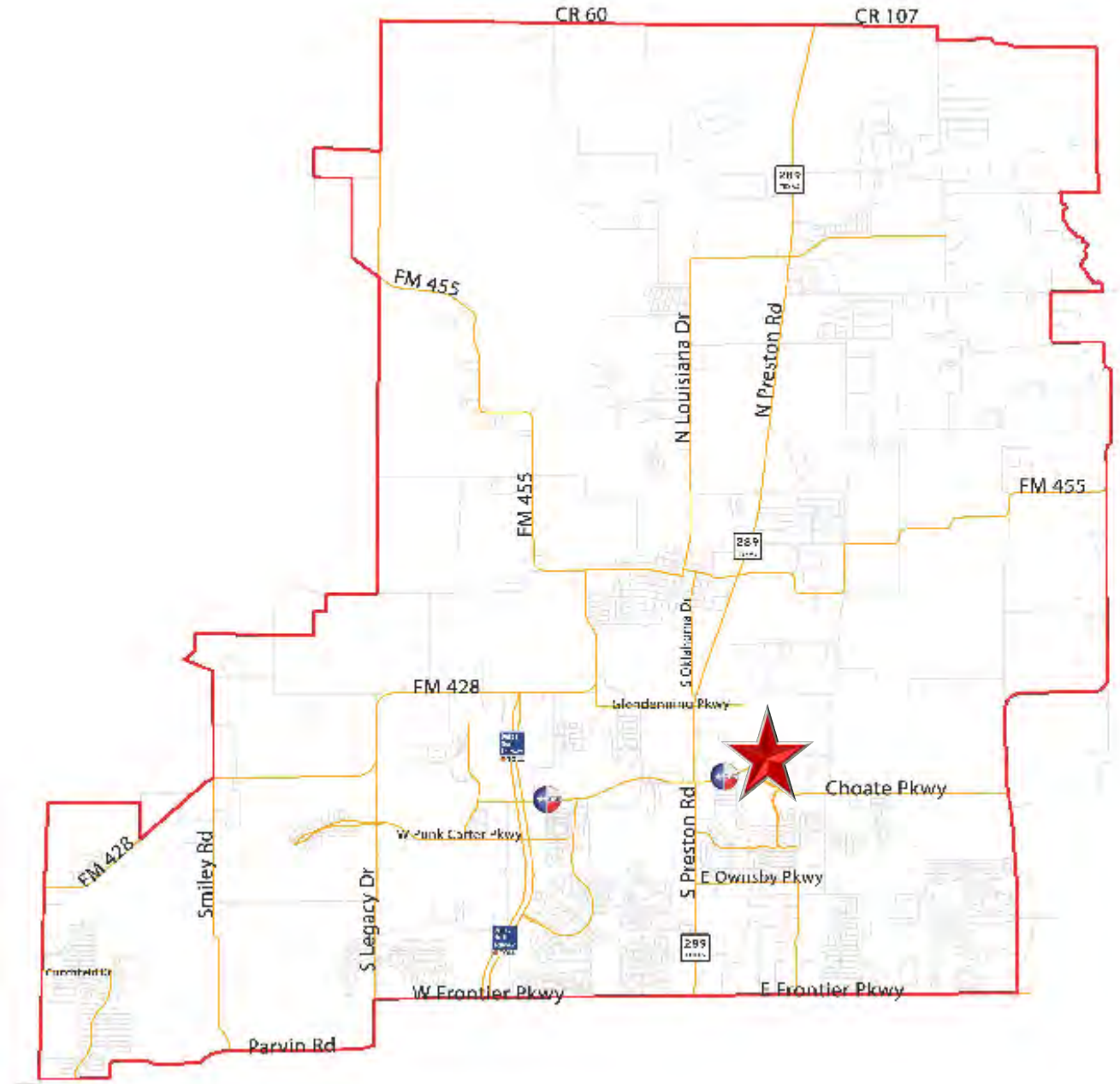
Attachment: Location Map (Choate Loop Ranch – C-3 Expedited Annexation)

CHOATE LOOP RANCH

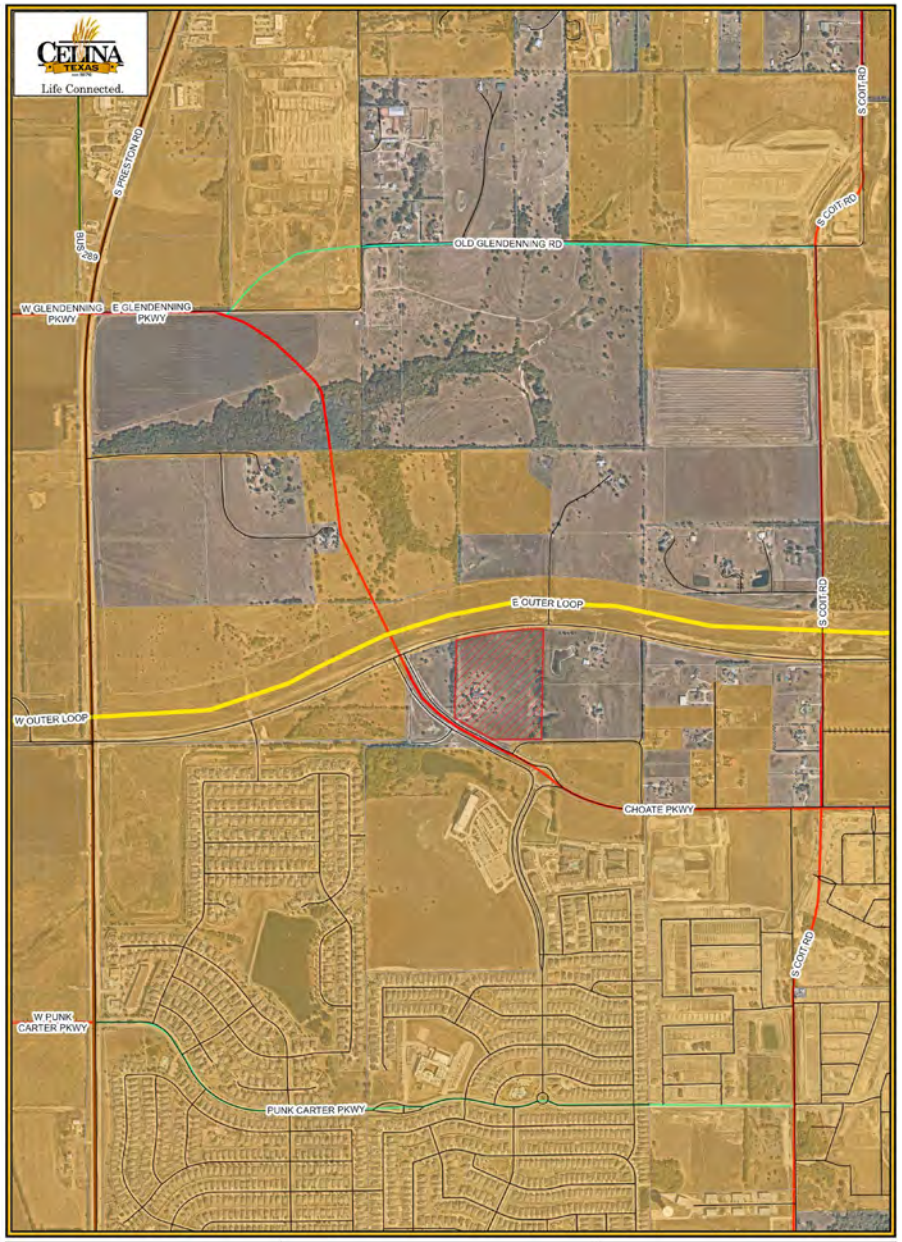
Annexation & Zoning

City Council
December 13, 2022

Attachment: Presentation (Choate Loop Ranch – C-3 Expedited Annexation)



Attachment: Presentation (Choate Loop Ranch – C-3 Expedited Annexation)



LOCATION MAP

The subject property is generally located at the southeast corner of the Collin County Outer Loop and Choate Parkway.

Attachment: Presentation (Choate Loop Ranch – C-3 Expedited Annexation)

BACKGROUND

- The subject property is approximately 19 acres
- The property is currently in the Extraterritorial Jurisdiction (ETJ) with a pre-annexation agreement that would otherwise not expire until 2035
- The applicant is proposing to annex and zone the property to the Collin County Outer Loop Overlay District (CCOLO)
- The subject Property has no immediate plans to develop

Attachment: Presentation (Choate Loop Ranch – C-3 Expedited Annexation)

POLICY CONSIDERATIONS

- The property owner is voluntarily annexing into City Limits, which positively contributes to the tax base
- City standards will apply to any future development
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations
- The CCOLO does not allow multifamily by right

Attachment: Presentation (Choate Loop Ranch – C-3 Expedited Annexation)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Presentation (Choate Loop Ranch – C-3 Expedited Annexation)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its November 15th regular meeting
- Staff recommends approval of the annexation and zoning as presented

Attachment: Presentation (Choate Loop Ranch – C-3 Expedited Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
CHOATE LOOP RANCH C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 19 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 SOUTHEAST CORNER OF THE COLLIN COUNTY OUTER LOOP AND CHOATE PARKWAY AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the ("City"); and

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 13th day of December, 2022, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 28th day of November, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (Choate Loop Ranch – C-3 Expedited Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are

Attachment: Draft Ordinance (Choate Loop Ranch – C-3 Expedited Annexation)

inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 13th day of December, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Choate Loop Ranch – C-3 Expedited Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING all that tract certain called 18.529 acre tract of land situated in the T.W. Rowland Survey, Abstract No. 749, Collin County, Texas, described as called 18.529 acre tract in the deed to Choate Loop Ranch, LLC, as recorded in County Clerk's INST. NO.20210129000201090, of the Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the Northeast corner of said 18.529 acre tract and the Northwest corner of a called 11.650 acre tract of land described in the deed to Joyce A. Brown Acree, as recorded in Volume 4656, Page 417, said Official Public Records;

THENCE S00°58'00"W, with the east line of said 18.529 acre tract a distance of 1053.54 feet to a point for corner;

THENCE S89°35'23"W, with the south line of said 18.529 acre tract, a distance of 464.24 feet to a point for corner;

THENCE N60°49'52"W, with a southwesterly line of said 18.529 acre tract, a distance of 313.59 feet to a point for corner at the beginning of the curve to the right;

THENCE with said curve to the right, having a radius of 1049.50 feet, an arc length of 105.08 feet, a central angle of 05°44'12", and a chord bearing of N57°57'46"W, a distance of 105.04 feet to a point for corner;

THENCE N00°05'33"W, a distance of 100.82 feet to a point for corner;

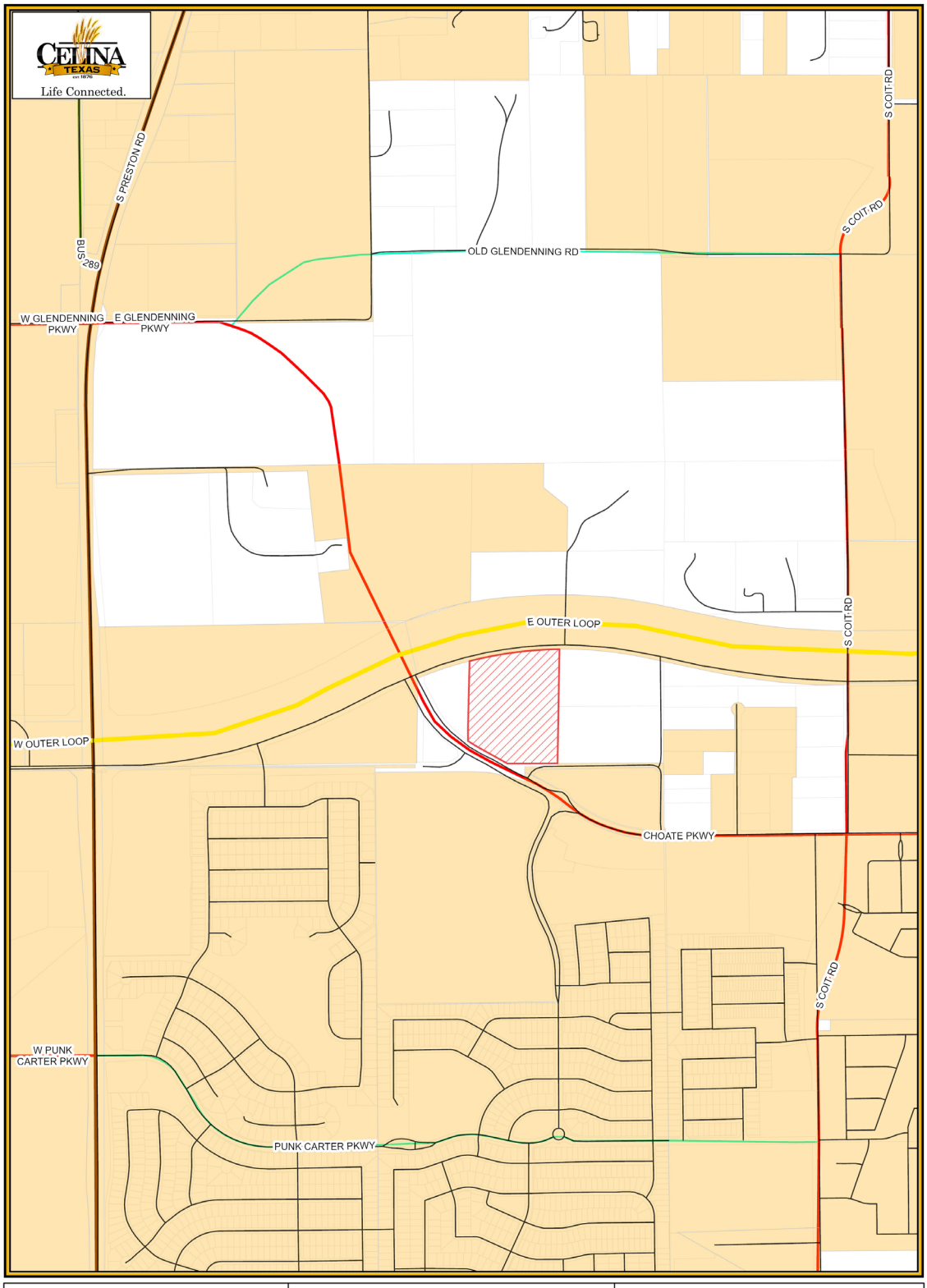
THENCE N01°33'04"E, a distance of 498.52 feet to a point for corner;

THENCE N01°04'10"E, a distance of 139.30 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right, having a radius of 3544.44 feet, an arc length of 798.23 feet, a central angle 12°54'12", and a chord bearing of N82°06'08"E, a distance of 796.55 feet to a point for corner;

THENCE N89°36'32"E, a distance of 39.94 feet to the place of beginning and containing 15.529 acres of land.

Attachment: Draft Ordinance (Choate Loop Ranch – C-3 Expedited Annexation)



Attachment: Draft Ordinance (Choate Loop Ranch – C-3 Expedited Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (Choate Loop Ranch – C-3 Expedited Annexation)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

Attachment: Draft Ordinance (Choate Loop Ranch – C-3 Expedited Annexation)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

Attachment: Draft Ordinance (Choate Loop Ranch – C-3 Expedited Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

Attachment: Draft Ordinance (Choate Loop Ranch – C-3 Expedited Annexation)

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Attachment: Draft Ordinance (Choate Loop Ranch – C-3 Expedited Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Choate Loop Ranch - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 19 acres to Collin County Outer Loop Overlay District (CCOLO), generally located at the southeast corner of the Collin County Outer Loop and Choate Parkway. (Choate Loop Ranch – Zoning) (McAfee)

Background Information:
This item is for the zoning of approximately 19 acres to Collin County Outer Loop Overlay District (CCOLO), generally located at the southeast corner of the Collin County Outer Loop and Choate Parkway. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.

S PRESTON RD
BUS 289
OLD GLENDENNING RD
S COIT RD
W GLENDENNING PKWY
E GLENDENNING PKWY
E OUTER LOOP
W OUTER LOOP
CHOATE PKWY
W PUNK CARTER PKWY
PUNK CARTER PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Choate Loop Ranch
Location Map
City of Celina

11/1/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Choate Loop Ranch – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
CHOATE LOOP RANCH

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 19 ACRE TRACT OF LAND LOCATED IN THE T.M. ROWLAND SURVEY, ABSTRACT NO. 749, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE COLLIN COUNTY OUTER LOOP AND CHOATE PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED THE COLLIN COUNTY OUTER LOOP OVERLAY DISTRICT (CCOLO), 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 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 herein; 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

Attachment: Draft Ordinance (Choate Loop Ranch – Zoning)

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 the zoning classification is hereby established as Collin County Outer Loop Overlay District (CCOLO) Zoning District, on a certain tract of land described and depicted in Exhibit "A".

SECTION 4
ZONING DESIGNATION

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 and depicted in Exhibit "A" attached hereto and incorporated herein as the Collin County Outer Loop Overlay District (CCOLO).

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 in 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.

Attachment: Draft Ordinance (Choate Loop Ranch – Zoning)

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.

Attachment: Draft Ordinance (Choate Loop Ranch – Zoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of December, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Choate Loop Ranch – Zoning)

Exhibit A
Legal Description

BEING all that tract certain called 18.529 acre tract of land situated in the T.W. Rowland Survey, Abstract No. 749, Collin County, Texas, described as called 18.529 acre tract in the deed to Choate Loop Ranch, LLC, as recorded in County Clerk's INST. NO.20210129000201090, of the Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the Northeast corner of said 18.529 acre tract and the Northwest corner of a called 11.650 acre tract of land described in the deed to Joyce A. Brown Acree, as recorded in Volume 4656, Page 417, said Official Public Records;

THENCE S00°58'00”W, with the east line of said 18.529 acre tract a distance of 1053.54 feet to a point for corner;

THENCE S89°35'23”W, with the south line of said 18.529 acre tract, a distance of 464.24 feet to a point for corner;

THENCE N60°49'52”W, with a southwesterly line of said 18.529 acre tract, a distance of 313.59 feet to a point for corner at the beginning of the curve to the right;

THENCE with said curve to the right, having a radius of 1049.50 feet, an arc length of 105.08 feet, a central angle of 05°44'12”, and a chord bearing of N57°57'46”W, a distance of 105.04 feet to a point for corner;

THENCE N00°05'33”W, a distance of 100.82 feet to a point for corner;

THENCE N01°33'04”E, a distance of 498.52 feet to a point for corner;

THENCE N01°04'10”E, a distance of 139.30 feet to a point for corner at the beginning of a curve to the right;

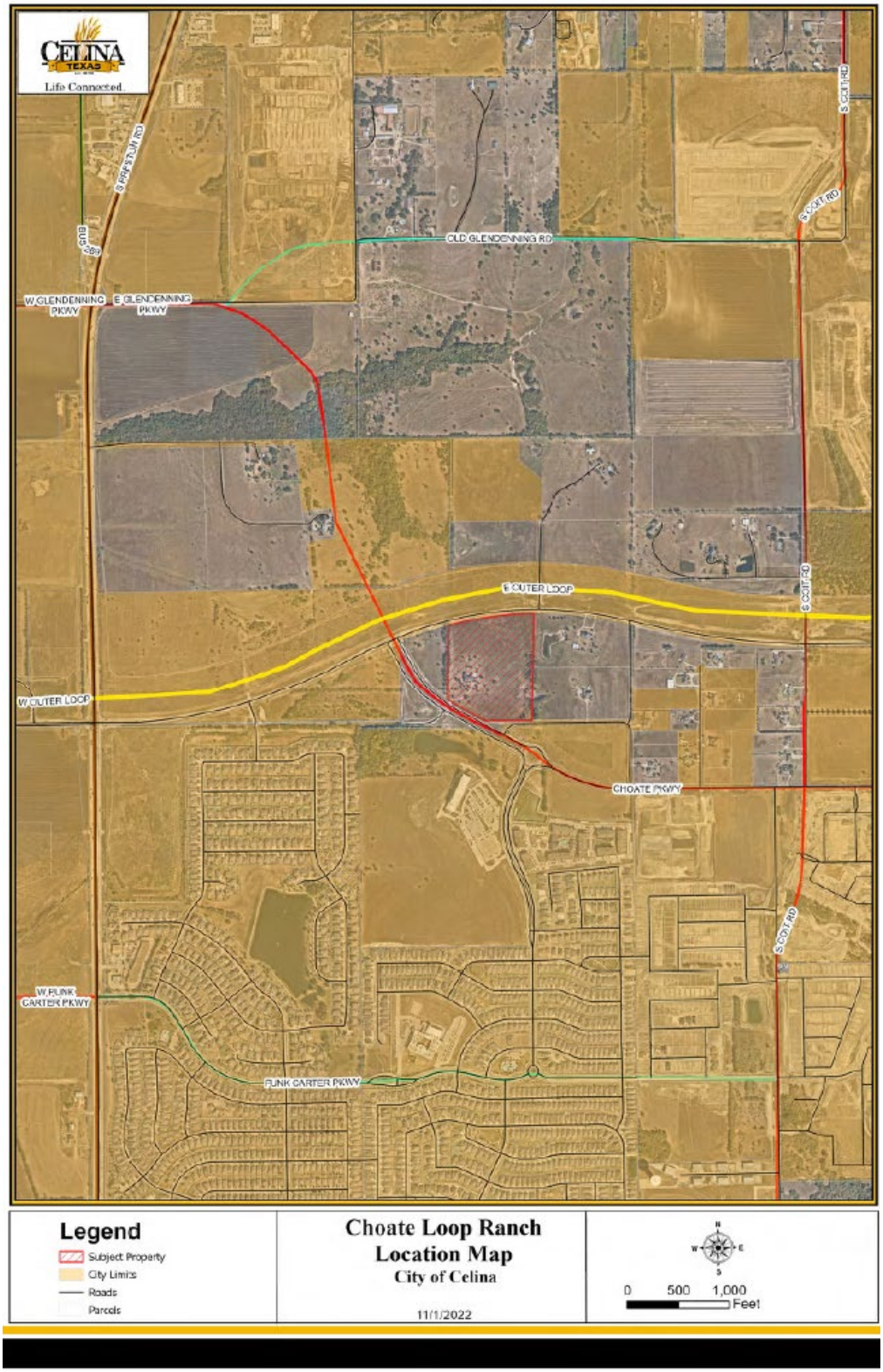
THENCE with said curve to the right, having a radius of 3544.44 feet, an arc length of 798.23 feet, a central angle 12°54'12”, and a chord bearing of N82°06'08”E, a distance of 796.55 feet to a point for corner;

THENCE N89°36'32”E, a distance of 39.94 feet to the place of beginning and containing 15.529 acres of land.

Exhibit B

Attachment: Draft Ordinance (Choate Loop Ranch – Zoning)

Property Exhibit



Attachment: Draft Ordinance (Choate Loop Ranch – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Ariana - Development Agreement

Action Requested:
Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Ariana, LLC, for approximately 149 acres, generally located at the northwest corner of Louisiana Drive and G. A. Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). (Ariana – Development Agreement) (McAfee)

Applicant:
Ariana, LLC
6850 TPC Drive, Suite 104
McKinney, TX 75070

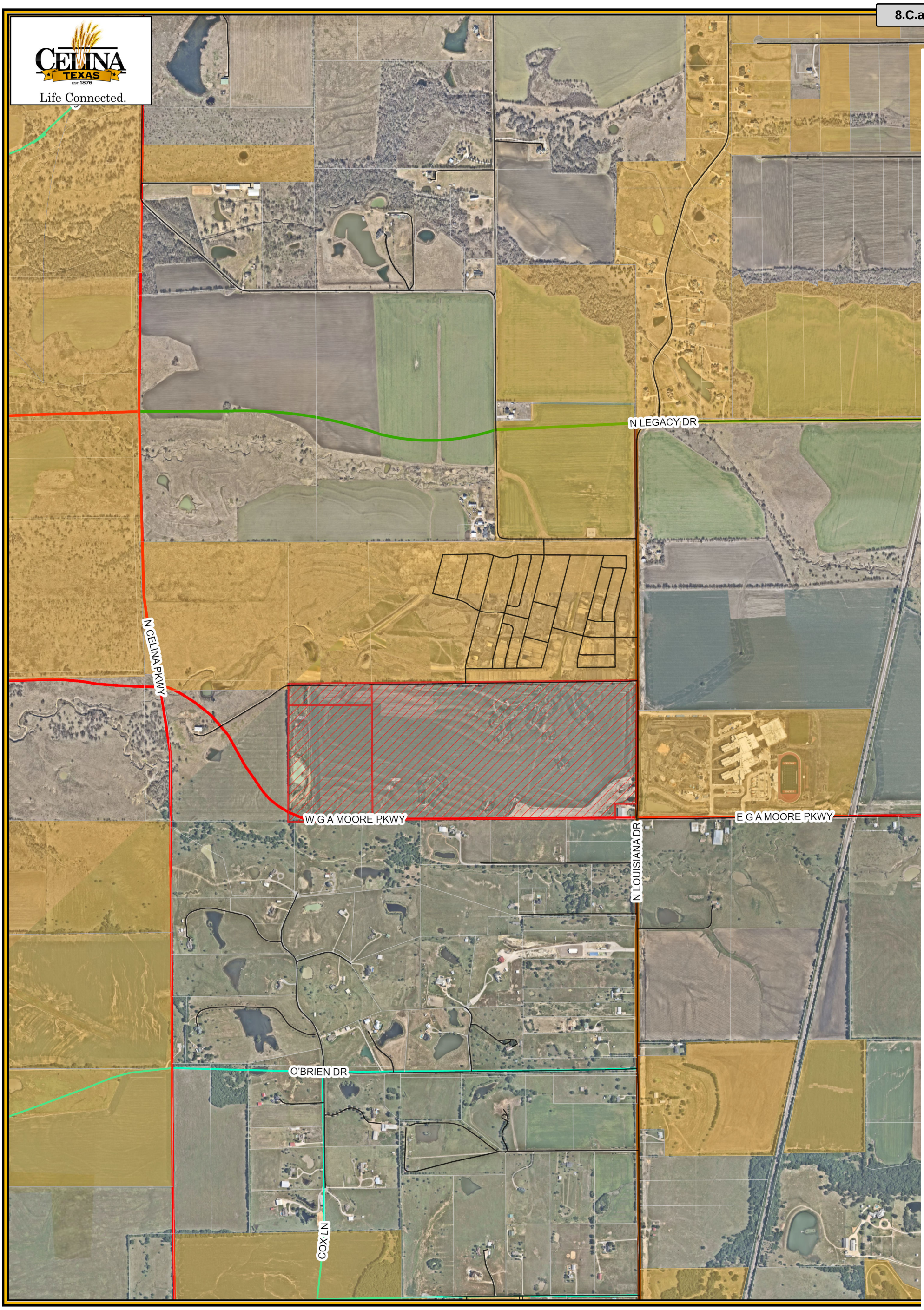
Background:
The property is approximately 149 acres within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning for the tract in order to develop a residential neighborhood with commercial and multi-family allowances, to align with the existing adjacent development. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Ariana
Location Map
City of Celina

9/27/2022

N
W E
S

0 500 1,000
Feet

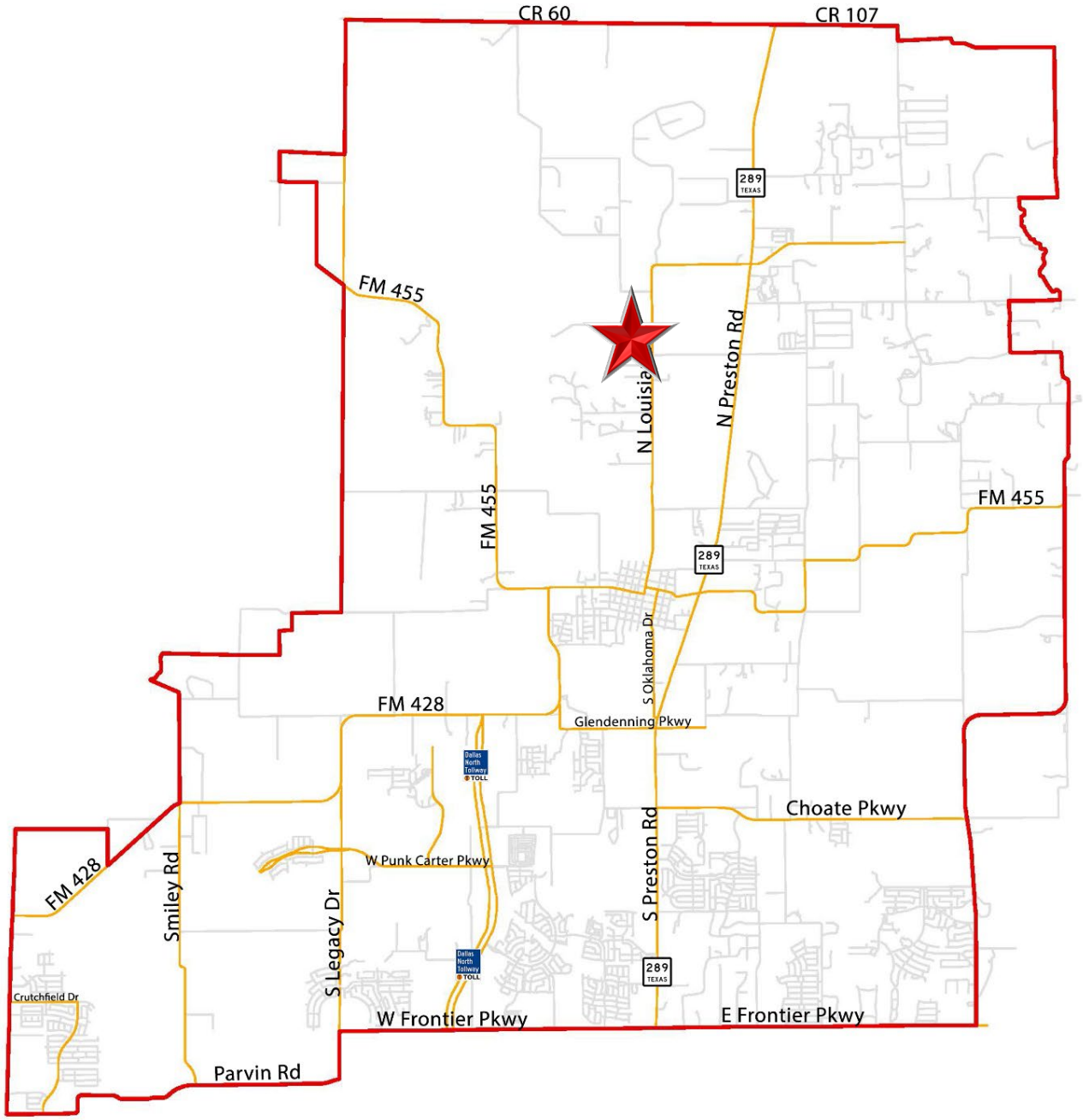
Attachment: Location Map (Ariana – Development Agreement)

ARIANA TRACT

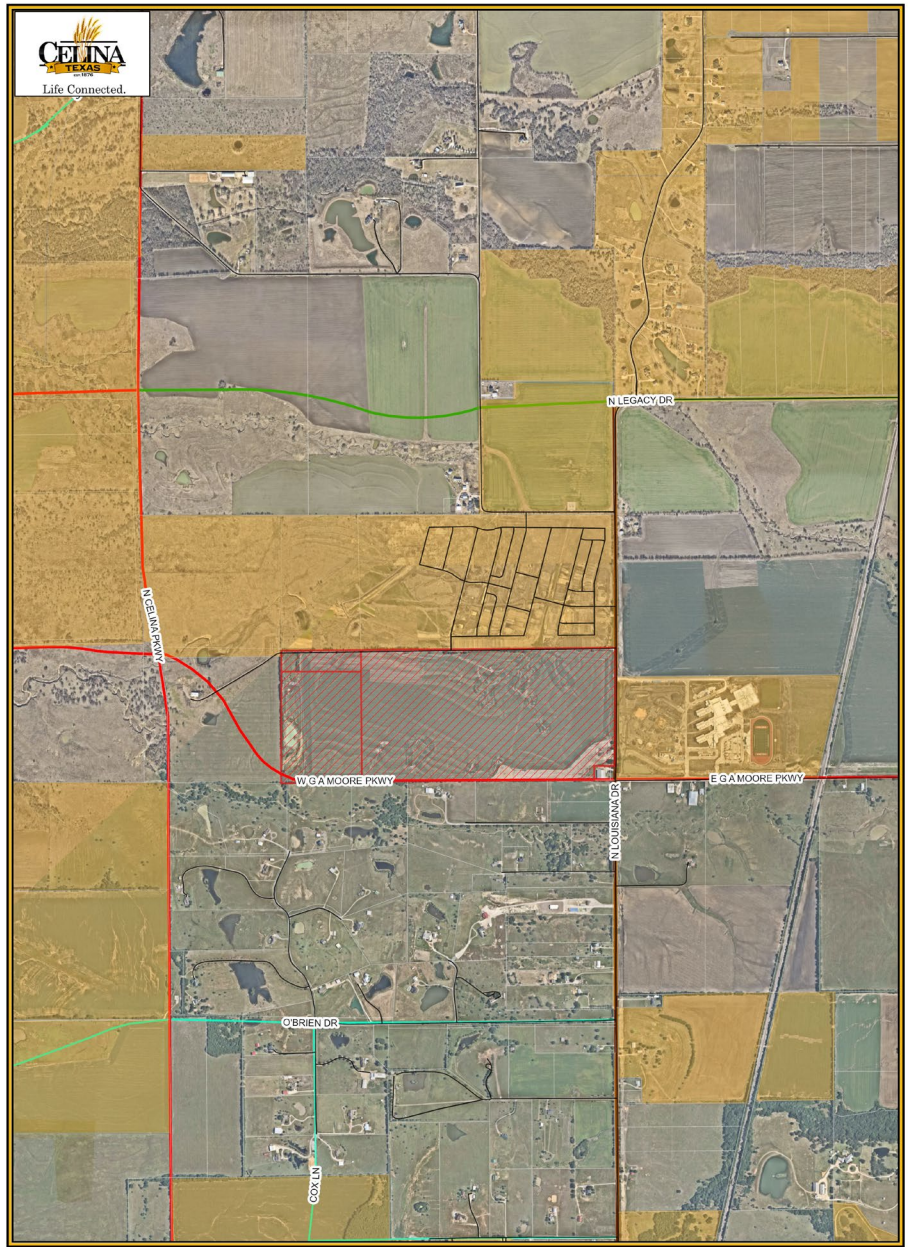
Development Agreement

City Council
December 13, 2022

Attachment: Staff Presentation (Ariana – Development Agreement)



Attachment: Staff Presentation (Ariana – Development Agreement)



LOCATION MAP

The subject property is generally located at the northwest corner of Louisiana Drive and G. A. Moore Parkway

Attachment: Staff Presentation (Ariana – Development Agreement)

BACKGROUND

- The subject property is approximately 149 acres, located in the Extraterritorial Jurisdiction (ETJ)
- The property owner desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City
- A pre-annexation agreement for the property was signed in June 2020 and is set to expire in 2035, but the applicant is proposing annexation and zoning prior to this date

Attachment: Staff Presentation (Ariana – Development Agreement)

AGREEMENT OVERVIEW

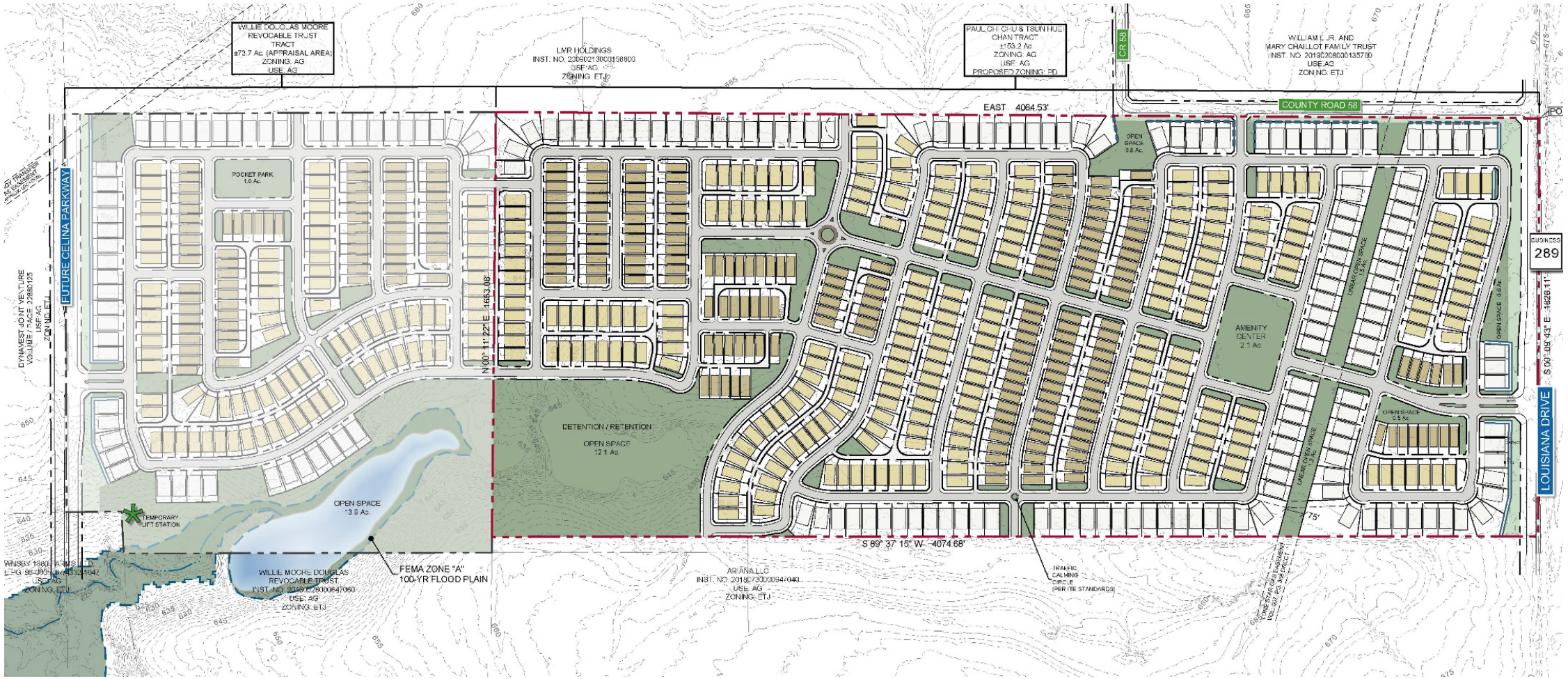
- The Development Agreement proposes annexation and zoning for the 149 acres, which is currently undeveloped
- Ariana is an expansion of the North Sky development to the north
- The agreement contemplates the following zoning: Single Family-R (SF-R), Single Family-A (SF-A), Commercial, Office, & Retail District (C), and Multi-Family-0 (MF-0)
- MF-2 and MF-3 were discussed, yet not proposed in the final agreement

Attachment: Staff Presentation (Ariana – Development Agreement)

CONCEPT PLAN

Attachment: Staff Presentation (Ariana – Development Agreement)

NORTH SKY CONCEPT PLAN



Attachment: Staff Presentation (Ariana – Development Agreement)

Attachment: Staff Presentation (Ariana – Development Agreement)

PROJECT OVERVIEW

- Minimum 5 acres commercial
- Townhome is an allowed use
- Maximum 180 units of horizontal multi-family (no MF-2 or MF-3)
- Detached single-family with a mix of lot sizes
  - 10% ¼ acre and ¾ acre lots
  - 15% 60’ wide lots
  - 35% 55’ wide lots
  - 20% 40’ wide lots
  - Townhome limited to 20%

Attachment: Staff Presentation (Ariana – Development Agreement)

POLICY CONSIDERATIONS

- The DA brings an additional 149 acres into the City Limits
- City standards apply (architecture, landscape, etc.)
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations
- The proposed development plan is in conformance with the city's long-range plans
- The project is an extension of a master planned community currently under construction (North Sky)
- The proposed lot mix offers a wide variety of housing choice

Attachment: Staff Presentation (Ariana – Development Agreement)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Ariana – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its November 15th regular meeting
- Staff recommends approval of the proposed DA as presented

Attachment: Staff Presentation (Ariana – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Ariana, LLC (the "Developer") 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 Developer 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, Developer owns 148.656 acres of land, generally located west of North Louisiana Drive, 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 Developer intends to develop the Property as a planned development with residential and commercial uses (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 attached hereto as **Exhibit C** (the "Concept Plan"), the development standards attached hereto as **Exhibit D** (the "Development Standards"), and open space improvements attached herein as **Exhibit E**; and

WHEREAS, the Developer 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 Developer'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 capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the City holds, or will hold, the certificates of convenience and necessity (the "CCNs") to provide retail wastewater service to the Property, and the Parties intend for the City to provide retail wastewater service to the Property; and

Attachment: Draft agreement (Ariana – Development Agreement)

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 Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; 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 increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"), as amended; and

WHEREAS, the City and the Developer 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 Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

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.

Bank Qualified Debt Fee is defined in Section 7.3(a).

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

Attachment: Draft agreement (Ariana – Development Agreement)

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.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

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).

Notice is defined in Section 11.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

Attachment: Draft agreement (Ariana – Development Agreement)

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

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) and depicted in **Exhibit F**.

Water Improvements is defined in Section 2.1(e).

Wastewater Improvements is defined in Section 2.1(f).

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 Developer 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 Developer 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 Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys, including right-of-way for GA Moore Parkway and Louisiana Drive.

(c) Roadway Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit F**, Developer shall, as its sole cost and expense, design and construct all roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development the following at no cost to the City (the "Roadway Improvements"), except as otherwise provided in subsection (d) below and Louisiana Drive.

(d) Escrow for GA Moore Parkway. Within sixty (60) days after the closing of the first series of PID Bonds, which deadline may be extended upon the written consent of the City

Attachment: Draft agreement (Ariana – Development Agreement)

Manager, Developer agrees to enter into a Road Improvements Escrow Agreement with the City, wherein Developer shall agree to deposit $2,000,000 for the construction of GA Moore Parkway.

(e) Water Improvements by Developer. As required by the City Regulations, Developer shall, at its sole cost and expense, design and construct all water Onsite Public Improvements required by the City Regulations and needed to serve the Development (the "Water Improvements").

(f) Wastewater Improvements by Developer. As required by the City Regulations, Developer shall, at its sole cost and expense, design and construct all wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development (the "Wastewater Improvements").

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 Developer 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 Developer, 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 Developer or the Developer'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

Attachment: Draft agreement (Ariana – Development Agreement)

the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure (not including GA Moore Parkway). If, however, the Developer 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 Developer 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 Developer 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 Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer 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 by a homeowner's association in accordance with the City Regulations.

Attachment: Draft agreement (Ariana – Development Agreement)

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 Developer 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 Developer 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 Developer 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, Developer 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 capital recovery fees being reduced and impact fees being waived for the Property, Developer 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.*

Attachment: Draft agreement (Ariana – Development Agreement)

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

3.6 Amenity Area. Developer shall construct the amenities as described or depicted on **Exhibits D and E**. Completion of the centralized amenity area by Developer shall be evidenced by a certificate of occupancy from the City. Construction of the centralized amenity area shall commence prior to the issuance of the 100th building permit for a single-family home within the Development.

3.7 Dedications for Public Parks, Open Space, and Schools.

(a) Developer has no park land dedication requirements and will develop open space in accordance with **Exhibits D** and **E**. Open space areas shall be maintained by a homeowners' association, but shall be open to the public (excluding amenity centers, which shall be private).

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Residential Fees Altered. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged for single-family development against the Property other than: (i) park improvement fees in an amount not exceeding $1,500 per residential dwelling unit; (ii) technology fees in an amount not to exceed $500 per residential dwelling unit; (iii) roadway capital fees of $3,000 per residential dwelling unit; (iv) water capital fees of $3,000 per residential dwelling unit; and (v) wastewater capital fees of $3,000 per residential dwelling unit. Water, wastewater, and roadway capital fees shall each escalate by an additional $500 per residential dwelling unit upon reaching the five-year anniversary of the Effective Date, and again every five (5) years thereafter for the term of this Agreement. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) Commercial and Multifamily Fees. The Property will be subject to those fees and charges that are applicable at the time of building permit for the commercial and multifamily portions of the Development that are charged pursuant to City Regulations.

(c) Tree Mitigation Fees. Tree mitigation fees customarily required by the City shall be waived.

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(d) Public Education Support. Developer requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for new construction on the Property and such payment will fully satisfy the homebuilder's obligation to support public education, including any fee that would otherwise be due on the first sale of each respective home. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Developer agrees to cause the homeowner's association that Developer intends to create over all or some of the Property (which will initially be controlled by Developer) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as **Exhibit G**, at the first/organization meeting of said association. In addition, when Developer creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit G**.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER 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 DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER 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 DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'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. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) **IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER 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 DEVELOPER'S OBLIGATION TO**

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DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER 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 DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER 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 DEVELOPER.

4.3 <u>THE DEVELOPER'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/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT</u>.

(a) THE DEVELOPER 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 DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER 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 DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION

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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 DEVELOPER 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, which shall be after Developer's acquisition/closing, Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer 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 Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer and to create a PID;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

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(d) with this Agreement and the provisions contained herein, City has provided to Developer 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, 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, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer 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 Developer 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
INFRASTRUCTURE FINANCING

7.1 PID Financing. The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by the Developer, and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

(a) A PID creation petition for the Property has been submitted by the Developer to the City.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act, including but not limited to local streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to a development phases and/or planning area, will include, to the maximum extent authorized by State law, and only as requested by the Developer, one or more of the following: (i) annual payments by the City to the Developer of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 2 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of valuation; (iii) the issuance by the City of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed $50,000,000.

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(c) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The Developer determine the PID Project Costs, and the City will prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments, or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of the fair market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Developer to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 3 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. In certain limited circumstances, a performance bond, a letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds may be considered. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 Emergency Sirens. In consideration for the City's assistance and cooperation in connection with the issuance by the City of PID Bonds for any part of the Development, the

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Developer agrees to pay the City, simultaneously with the closing and funding of the first issuance of PID Bonds, a fee in the amount of $60,000 to be used by the City to purchase and install one emergency warning siren.

7.3 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

7.4 PID Notices. When selling any of the Property after the PID is created, the Developer shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and

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shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Developer shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.1 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 thirty (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.

8.2 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 IX
ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer 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 Developer under this Agreement, to any person or entity (an "Developer 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 Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer

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Assignee. Notice of each proposed assignment to a Developer 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 Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer 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 Developer 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 Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer 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, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer 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.

9.2 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 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 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

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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.

9.3 Collateral Assignments. The Developer and Developer 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.

9.4 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.

9.5 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 "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 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.

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ARTICLE X
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 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, 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") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, 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 Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI
ADDITIONAL PROVISIONS

11.1 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.

11.2 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"):

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To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: jlaumer@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 Developer:	Attn: K. Assad Tajzoy Ariana, LLC 6850 TPC Dr., Ste. 104 McKinney, Texas 75070 E-mail: assadtajzoy@yahoo.com TEL: (214) 402-0963
With a copy to:	CCD – North Sky, LLC 4925 Greenville Ave., #604 Dallas, TX 75206 Attn: Mr. Brian Cramer Mr. Larry Corson Email: bcramer@ccdevtx.com lcorson@ccdevtx.com
With a copy to:	Watson Law Group, PLLC 4925 Greenville Ave., #604 Dallas, TX 75206 Attn: Monty Watson Phyllis Bevel Email: monty@mmwatson.com phyllis@mmwatson.com

Attachment: Draft agreement (Ariana – Development Agreement)

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.

11.3 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.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 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 Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer 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.

11.6 Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, 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.

11.7 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.

11.8 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.

11.9 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.

Attachment: Draft agreement (Ariana – Development Agreement)

11.10 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.

11.11 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.

11.12 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
Exhibit D	Development Standards
Exhibit E	Open Space Improvements
Exhibit F	Roadway Improvements
Exhibit G	Preliminary HOA Education Support Agreement with Preliminary CCR Terms

11.13 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.

11.14 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.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

Attachment: Draft agreement (Ariana – Development Agreement)

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer 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 Developer 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 Developer. The information contained in the From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

[signatures on following pages]

Attachment: Draft agreement (Ariana – Development Agreement)

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 20__.

Date: _____ **CITY OF CELINA**

By: _____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__, by Sean Terry, 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:_____

Attachment: Draft agreement (Ariana – Development Agreement)

DEVELOPER:

ARIANA, LLC

By: _____
Name: Assad Tajzoy
Title: Manager

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared Assad Tajzoy, Manager of Ariana, LLC, a Texas limited liability 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

Attachment: Draft agreement (Ariana – Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Exhibit A

LEGAL DESCRIPTION

BEING a tract of land situated in the German Emigration Co. Survey, Abstract No, 357, and the MEP & RY CO. Survey, Abstract No. 654, Collin County, Texas and being all of a called 148.703 acre tract of land conveyed to Ariana, LLC as recorded in County Clerk No. 20180730000947040 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING in Business 289 at a Mag Nail set for the most eastern south east corner of the called 148.703 acre tract of land, said mag nail being in the east line of said German Emigration Survey, said iron rod also being N 00°00'19" E a distance of 170.99' feet from the southwest corner of the W. H. Rattan Survey, said iron rod also being at the northeast corner of Lot 1, L.L. Custom Cabinets Development Plat as shown on the plat thereof recorded in Volume 2007, Page 458 of the Plat Records of Collin County, Texas;

THENCE S 89°41'55" W with the north line of said Lot 1, and passing a 1" Pipe at a distance of 23.94' and continuing on for a total distance of 256.37' to a 5/8" iron rod found for the northwest corner of said Lot 1;

THENCE S 00°14'53" E with the west line of said Lot 1 a distance of 170.43' to a 5/8" iron rod found for corner in the north line of a called 5.000 conveyed to Peter Boidock as recorded in Volume 2485, Page 575 of the Deed Records of Collin County, Texas;

THENCE S 89°36'59" W a distance of 3796.62' to a fence post found for the southeast corner of the called 148.703 acre tract of land;

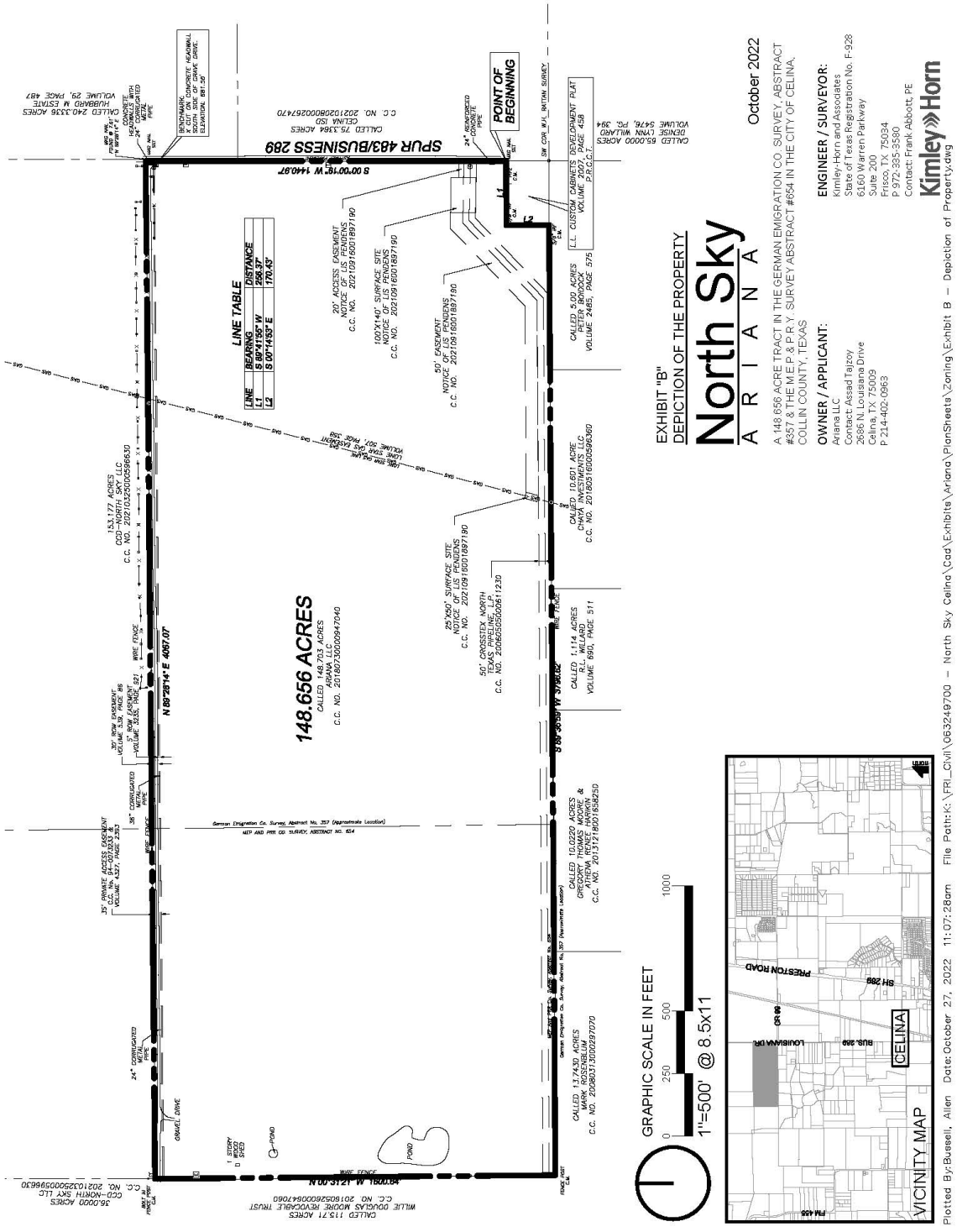
THENCE N 00°31'21" W a distance of 1600.64' to a bolt found in fence post found for the northwest corner of the called 148.703 acre tract of land and said bolt being the southwest corner of a 153.177 acre tract of land as conveyed CCD-North Sky LLC in County Clerk No. 20210325000596630 Official Public Records of Collin County, Texas;

THENCE N 89°28'14" E with the south line of the called 153.177 acre tract of land a distance of 4067.07' to a Mag Nail set for corner in Business 289;

THENCE S 00°00'19" W a distance of 1440.97' to the POINT OF BEGINNING and containing 6,475,456 Square Feet or 148.656 acres of land.

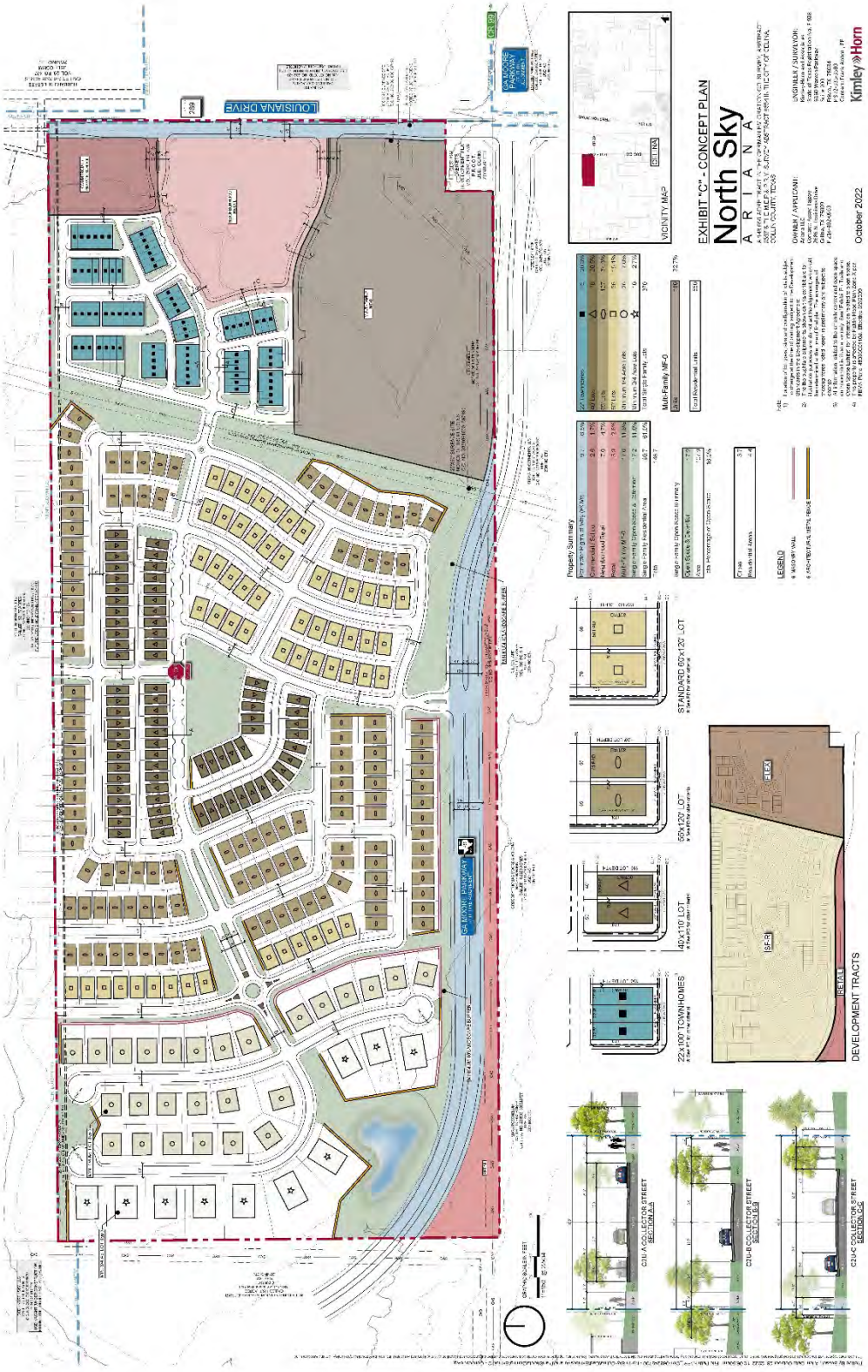
Attachment: Draft agreement (Ariana – Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERT



Attachment: Draft agreement (Ariana – Development Agreement)

EXHIBIT C
CONCEPT PLAN



Attachment: Draft agreement (Ariana – Development Agreement)

EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan:
The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of streets, lotting patterns, and other infrastructure and amenities, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.

Architecture:
The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, and as may be amended.

Amenities & Open Space:
- Trails shall generally be provided along the gas easement, perimeter rights-of-way, and around detention ponds per City regulations, in addition to meeting all other connectivity and internal pedestrian requirements.
- The City agrees that the development is abiding by the vision outlined in the Neighborhood Vision Book (NVB), per the attached Concept Plan.
    - The overall open space shall not be less than 15% of the gross area of the Property.
- Being part of the existing North Sky community, just 1 amenity location with an open-air pavilion for shade, seating, and a playground is required for the single-family tract.

Land Use & Design Standards:
Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Regulations, and all other applicable City ordinances, as may be amended, except as follows. The subject property is generally split into 3 different tracts and shall abide by all applicable design standards.

SF-R Tract:
- The percentage lot requirements may vary up to 10% as noted in the single-family lot summary table as shown on Exhibit C.
- SF-R is generally allowed west of the gas easement and east of the SF-E tract, per the below lot mix and concept plan:
    - 55' and 60' wide lots are allowed and will have front-loaded garages
    - 40' wide lots are allowed and will be alley served
- For all residential types, the following general area regulations apply:
    - The lot widths are measured along the arc of the front building line.
    - For cul-de-sac and eyebrow lots, the minimum lot width measured at the right-of-way line shall be 35'.
- Approximately 36 large lots are envisioned on the western portion of the SF-R tract.

Attachment: Draft agreement (Ariana – Development Agreement)

- The minimum lot width is 80’ or must be at least 11,000 sf in area.
- This area may have a single point of access (without triggering the residential sprinkler requirement) if the total lot count is 36 or fewer lots.

Flex Tract (east of the gas easement):

- Minimum 5 acres reserved for C (Retail, Office, & Commercial).
- SF-A is an allowed use.
- Maximum of 180 units of MF-0.

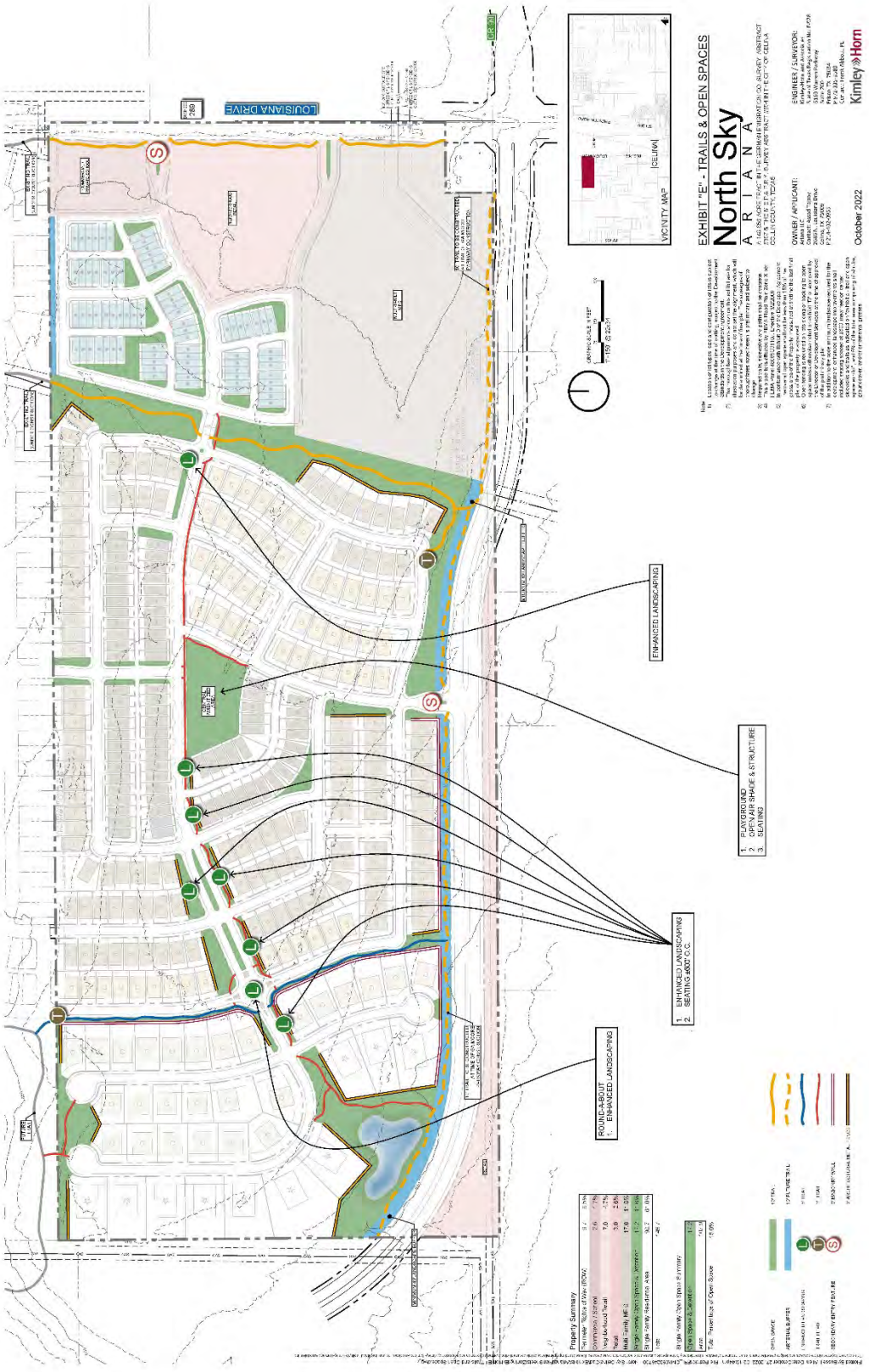
Regulations for MF 0 (Horizontal Multi-Family):

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, asmay be amended, except as follows:

- Maximum overall density of 12 units/per acre.
- Maximum building height is 36’ and two (2) stories.
- No gates crossing the fire lanes are allowed.
- Parking shall be a minimum of 1.5 per unit.
- All units shall be 80% brick or stone, with the remainder allowed to be stucco or cementitious fiber- board

Attachment: Draft agreement (Ariana – Development Agreement)

EXHIBIT E
TRAILS AND OPEN SPACE IMPROVEMENTS



Attachment: Draft agreement (Ariana – Development Agreement)

EXHIBIT F
ROADWAY IMPROVEMENTS

Attachment: Draft agreement (Ariana – Development Agreement)

EXHIBIT G
EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the

Attachment: Draft agreement (Ariana – Development Agreement)

sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

NOW THEREFORE, for and in consideration of the mutual promises of the Parties as 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.
EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"), except for the first sale of each respective home by the homebuilder; (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

Attachment: Draft agreement (Ariana – Development Agreement)

1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY) Encumbered Property**.** The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

ARTICLE II.
ADDITIONAL PROVISIONS

2.1 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; and (c) 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.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed

Attachment: Draft agreement (Ariana – Development Agreement)

given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes

Attachment: Draft agreement (Ariana – Development Agreement)

and replaces any and all prior understandings and agreements, whether written or oral. This Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

Attachment: Draft agreement (Ariana – Development Agreement)

HOA:

_____

_____

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 _____, 20__, personally appeared _____, _____ of _____, a Texas limited liability 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

Attachment: Draft agreement (Ariana – Development Agreement)

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____

_____

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 _____, 20__, personally appeared _____, _____ of _____, a Texas limited liability 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

Attachment: Draft agreement (Ariana – Development Agreement)

EXHIBIT A—PROPERTY DESCRIPTION

Attachment: Draft agreement (Ariana – Development Agreement)

EXHIBIT B—SAMPLE CCC

ARTICLE XX
DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited

Attachment: Draft agreement (Ariana – Development Agreement)

to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX
COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or

Attachment: Draft agreement (Ariana – Development Agreement)

Condominium Unit within the Community, expect for the first Transfer of any Lot or Condominium Unit from a Homebuilder (as hereinafter defined), the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association.

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Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section

Attachment: Draft agreement (Ariana – Development Agreement)

shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any city, county, municipality, district or other political subdivision thereof.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or its respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or

Attachment: Draft agreement (Ariana – Development Agreement)

(ii) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

Attachment: Draft agreement (Ariana – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kari White, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Preston 450 - Development Agreement

Action Requested:
Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Celina289 Holding, LLC, for approximately 12 acres of land, generally located at the northeast corner of Kristina Court and Mark Alexander Court, within the Extraterritorial Jurisdiction (ETJ). (Preston 450 – Development Agreement) (McAfee)

Applicant:
Valiant Real Estate
5900 S. Lake Forest Dr., Ste. 300
McKinney, TX 75070

Background:
The property is approximately 12 acres within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning for the tract in order to develop an estate residential neighborhood. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

N PRESTON RD

CARL DARNALL PKWY

N LEGACY DR

N LEGACY DR

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Preston 450 Location Map

City of Celina

8/30/2022

N W E S

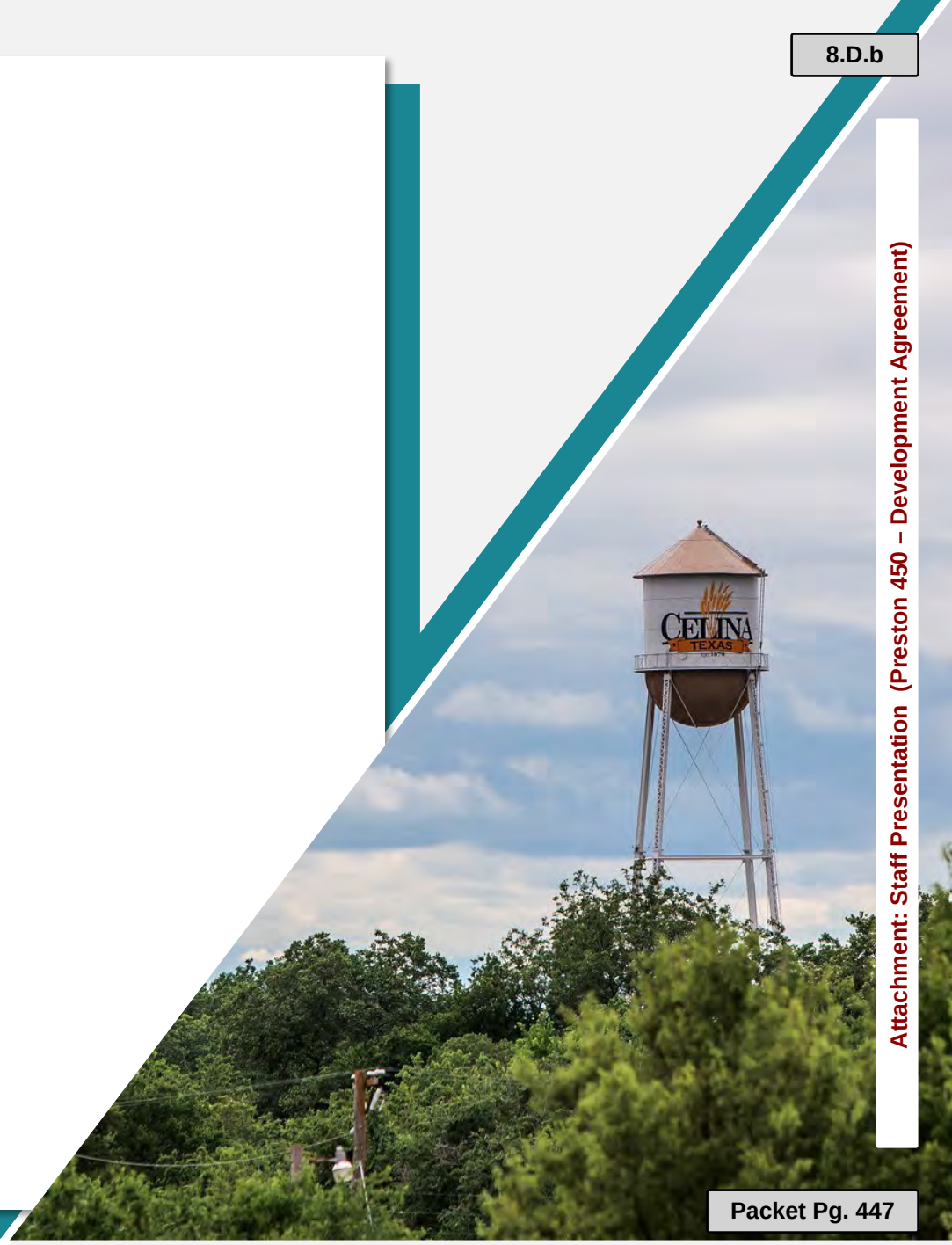
0 500 1,000 Feet

Attachment: Location Map (Preston 450 – Development Agreement)

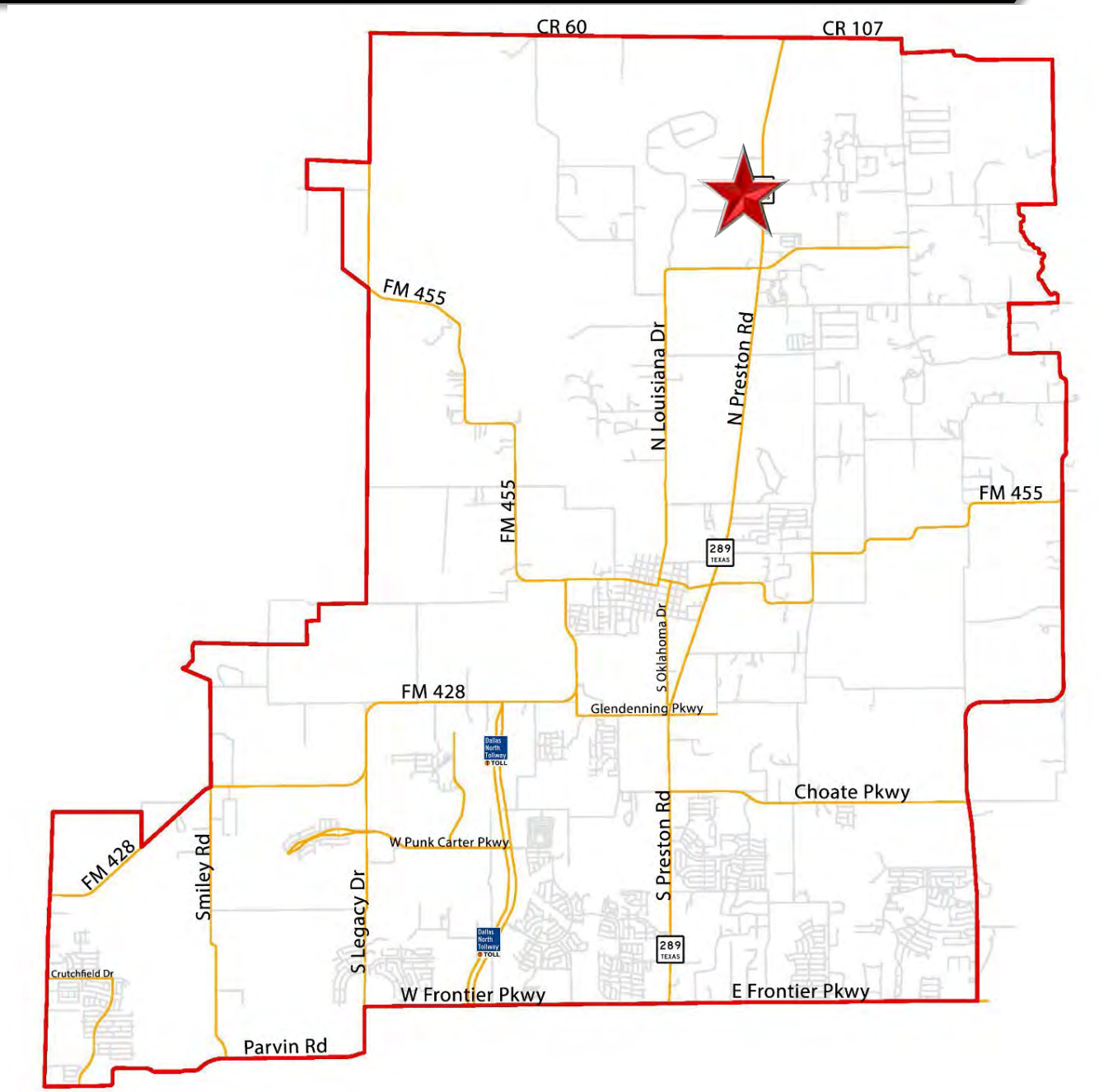
PRESTON 450

Development Agreement

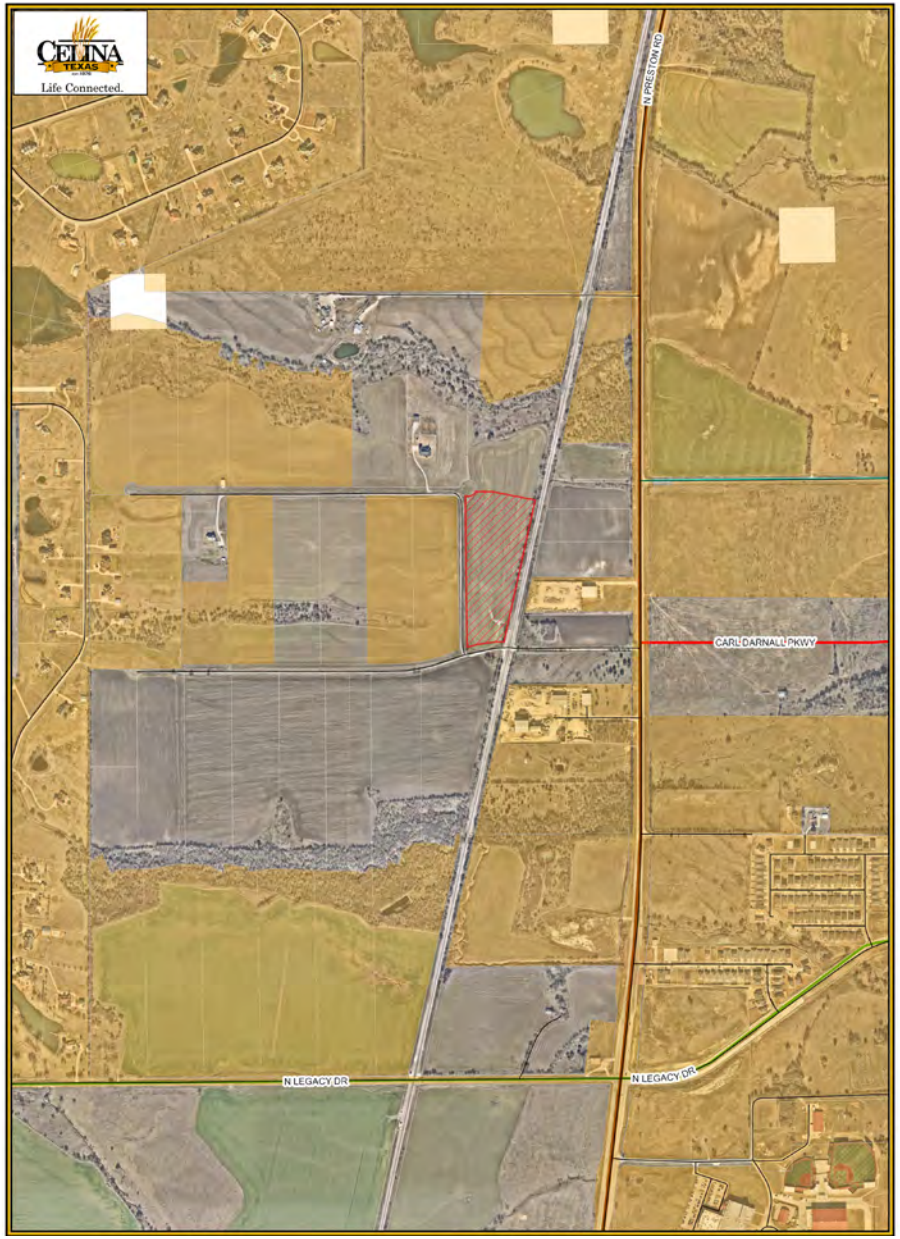
City Council
December 13, 2022



Attachment: Staff Presentation (Preston 450 – Development Agreement)



Attachment: Staff Presentation (Preston 450 – Development Agreement)



LOCATION MAP

The subject property is generally located at the northeast corner of Kristina Court and Mark Alexander Court

Attachment: Staff Presentation (Preston 450 – Development Agreement)

BACKGROUND

- The subject property is approximately 12 acres and located in the Extraterritorial Jurisdiction (ETJ)
- The property owner desires to outline the future annexation and zoning of the property through a Development Agreement with the City
- A pre-annexation agreement for the property was signed in December 2020 and is set to expire in 2035

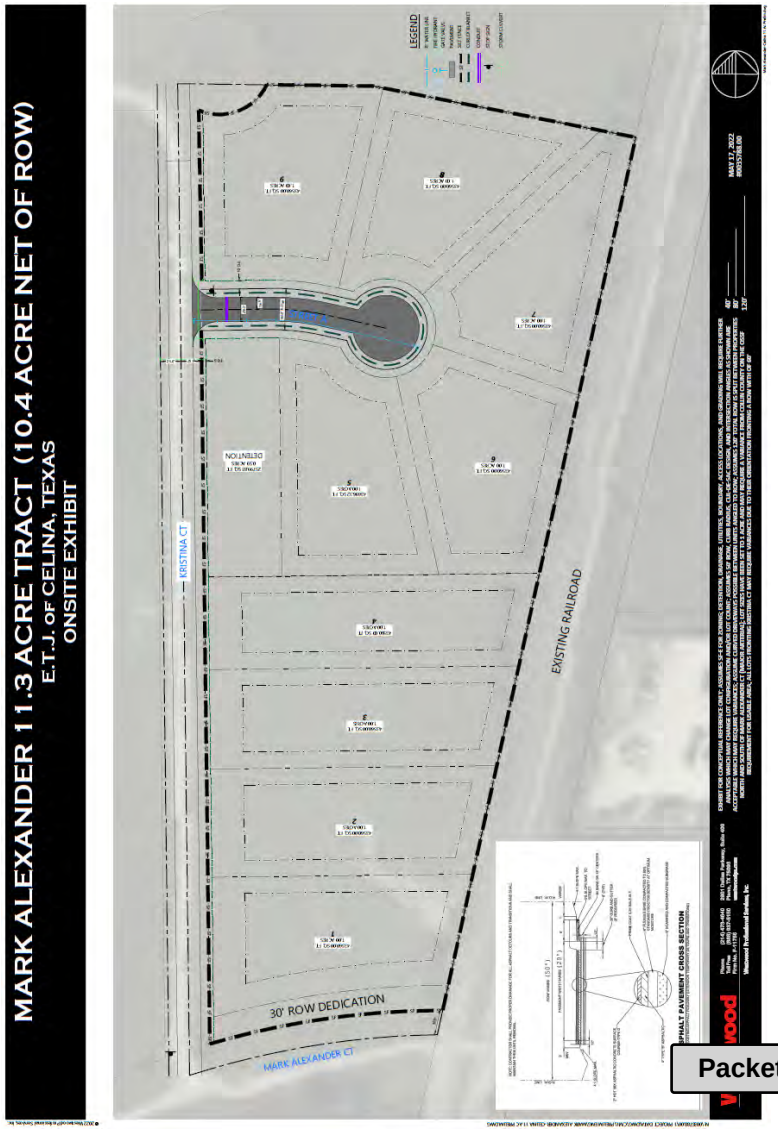
Attachment: Staff Presentation (Preston 450 – Development Agreement)

PROJECT OVERVIEW

- The property will be zoned Single-Family Residential Estate District (SF-E), allowing it to be subdivided into minimum 1-acre lots
- The applicant will dedicate right-of-way when required
- The applicant will improve roadway, water, and storm infrastructure to serve the development, as outlined in the agreement
- The project will abide by all City standards

Attachment: Staff Presentation (Preston 450 – Development Agreement)

CONCEPT PLAN



Attachment: Staff Presentation (Preston 450 – Development Agreement)

POLICY CONSIDERATIONS

- SF-E is the most appropriate zoning district for this neighborhood
- The Preston 450 subdivision was originally platted in the County (1982) and does not meet any modern City standards as far as access and infrastructure
- The planned infrastructure improvements will facilitate the development of other lots within the subdivision

Attachment: Staff Presentation (Preston 450 – Development Agreement)

P&Z PUBLIC HEARING

- The applicant provided additional details about the size of the lots, the vehicular connections to North Preston Lakes Estates, and other items related to the development of the tract

Attachment: Staff Presentation (Preston 450 – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its November 15th regular meeting
- Staff recommends approval of the proposed DA as presented

Attachment: Staff Presentation (Preston 450 – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Celina289 Holding, LLC (the "Developer") 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 Developer 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, Developer owns 11.278 acres of land, generally located at the northeast corner of Kristina Court and Mark Alexander Court, 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 Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, the Developer intends to develop the Property as a planned development with residential uses (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 site plan attached hereto as **Exhibit C** (the "Site Plan"), the development standards attached hereto as **Exhibit D** (the "Development Standards"); and

WHEREAS, the Developer 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 Developer'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 capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

Attachment: Draft Agreement (Preston 450 – Development Agreement)

WHEREAS, the City holds the certificates of convenience and necessity to provide retail water service to the Property, and the Parties intend for the City to provide retail water 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 Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway 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 City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the City and the Developer 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 Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

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:

Attachment: Draft Agreement (Preston 450 – Development Agreement)

380 Grants is defined in Section 4.2.

Agreement is defined in the introductory paragraph.

City is defined in the introductory paragraph.

City Assignee is defined in Section 8.2.

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).

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 8.1(a).

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 9.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Kristina Court Improvements is defined in Section 2.1(c)(2).

Notice is defined in Section 10.2.

Onsite Public Improvements is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

Property is defined in the Recitals.

Attachment: Draft Agreement (Preston 450 – Development Agreement)

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) and depicted in **Exhibit E**.

Site Plan means the site plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Water Improvements is defined in Section 2.1(d) and described and depicted on **Exhibit F**.

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 Developer 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 Developer 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 Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys, as depicted on the Site Plan, including but not limited to, along Mark Alexander Court.

(c) Roadway Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit E**, Developer shall design and construct the following (the "Roadway Improvements"):

(1) At its sole cost and expense, all roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Developer shall design and construct two (2) lanes of Kristina Court from Mark Alexander Court to N. Preston Lakes Estates (the "Kristina Court Improvements"). The Kristina Court Improvements shall consist of asphalt pavement that matches the provided cross section in **Exhibit E** at twenty-nine (29) feet in width, along with standard design, constriction, and inspection items related thereto in accordance with the City

Attachment: Draft Agreement (Preston 450 – Development Agreement)

Regulations. Such Roadway Improvements shall be complete no later than December 31, 2025. City shall reimburse Developer up to $2,300,000 in construction, design, and testing costs in accordance with Section 4.2 herein, as follows: (i) $1,100,000 at the time the City accepts the Public Infrastructure, and (ii) $1,200,000 twelve (12) months after the City accepts the Public Infrastructure.

(d) Water Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit F**, Developer shall design and construct the following (the "Water Improvements"):

(1) At its sole cost and expense, Developer shall construct all water Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Developer shall construct improvements necessary to extend the eight (8) inch water line along Kristina Court from Mark Alexander Court to N. Preston Lakes Estates, to serve the Property as a temporary single point of connection. At the time the City accepts the Public Infrastructure, it shall reimburse the Developer up to $500,000 in construction, design, and testing costs in accordance with Section 4.2 herein.

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 Developer 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

Attachment: Draft Agreement (Preston 450 – Development Agreement)

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 Developer, 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 Developer or the Developer'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 Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer 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 Developer 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 Developer 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 Developer 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 Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer 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.

Attachment: Draft Agreement (Preston 450 – Development Agreement)

(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 by a homeowner's association 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 Site Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Site Plan shall be considered an amendment to this Agreement and shall replace the attached Site Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Site 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 Site Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Site 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 Developer 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, Developer 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 capital recovery fees being reduced and impact fees being waived for the Property, Developer 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,*

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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.

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged for single-family development against the Property. Any capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

4.2 380 Grant Financing.

(a) The City and the Developer hereby enter into a Texas Local Government Code Chapter 380 grant agreement to reimburse the Developer for funding the City's infrastructure funding obligations described in Sections 2.1(c)(2) and 2.1(d)(2) herein, which reimbursement is eligible for a grant pursuant to the terms of this Agreement and Chapter 380 of the Texas Local Government Code ("380 Grants"). The 380 Grants will be funded by lawfully available funds. Any costs of Developer that the City is obligated to reimburse pursuant to Section 2.1(c)(2) to fund the Kristina Court Improvements shall be funded from: (a) the first roadway capital recovery fees and impact fees collected from properties within the City's capital improvement program service area benefitting from the Kristina Court Improvements; and (b) other lawfully available funds. Any costs of Developer that the City is obligated to reimburse pursuant to Section 2.1(d)(2) to fund such Water Improvements shall be funded from: (a) the first water capital recovery fees and impact fees collected from properties within the City's capital improvement program service area benefitting from such Water Improvements; and (b) other lawfully available funds. The 380 Grants payable by the City to the Developer as more fully set forth in this Agreement are not secured by

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a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City.

(b) The 380 Grants shall be paid only from funds of the City authorized by Article III, Section 52-a, of the Texas Constitution and Chapter 380 of the Texas Local Government Code. The Parties agree no other source of funds of the City is subject to the payment of the 380 Grants. The 380 Grants are subject to the City's appropriation of funds for such purpose to be paid in the budget year for which the 380 Grants to be paid. In the event of any conflict between the terms and provisions of this Section 4.2 and any other term or provision of this Agreement, the terms and provisions of this Section 4.2 shall control. This Section 4.2 shall expressly survive the expiration or termination of this Agreement.

4.3 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER 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 DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER 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 DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'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. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) **IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER 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**

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INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER 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 DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER 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 4.3 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 DEVELOPER.

4.4 **THE DEVELOPER'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/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

(a) THE DEVELOPER 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 DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER 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 DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM

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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 DEVELOPER 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 4.4 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, which shall be after Developer's acquisition/closing, Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer 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 Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

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(d) with this Agreement and the provisions contained herein, City has provided to Developer 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 Site Plan, 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 Site Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer 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 Developer 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 Developer to Successors.

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(a) The Developer 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 Developer under this Agreement, to any person or entity (an "Developer 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 Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer 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 Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer 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 Developer 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 Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer 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, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer 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

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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 Developer and Developer 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 (hereinafter defined) 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 "Developer" and have all of the obligations of the Developer 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

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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 Site 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, 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") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

9.2 Estoppel Certificates. From time to time upon written request of the Developer, 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 Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer'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"):

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To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: jlaumer@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 Developer:	Celina289 Holding, LLC Prithiviraj Loganathan 421 Country Club Dr. Fairview, TX 75069 E-mail: prithivi@ustamil.com TEL: 512-994-7727

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 Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer 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

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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	Site Plan
Exhibit D	Development Standards
Exhibit E	Roadway Improvements
Exhibit F	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

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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 Developer 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 Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer 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 Developer 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 Developer. The information contained in the From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

[signatures on following pages]

Attachment: Draft Agreement (Preston 450 – Development Agreement)

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 20__.

Date: _____ **CITY OF CELINA**

By: _____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__, by Sean Terry, 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:_____

Attachment: Draft Agreement (Preston 450 – Development Agreement)

DEVELOPER:

CELINA289 HOLDING, LLC

_____

By: _____
Name: Prithiviraj Loganathan
Title: Manager

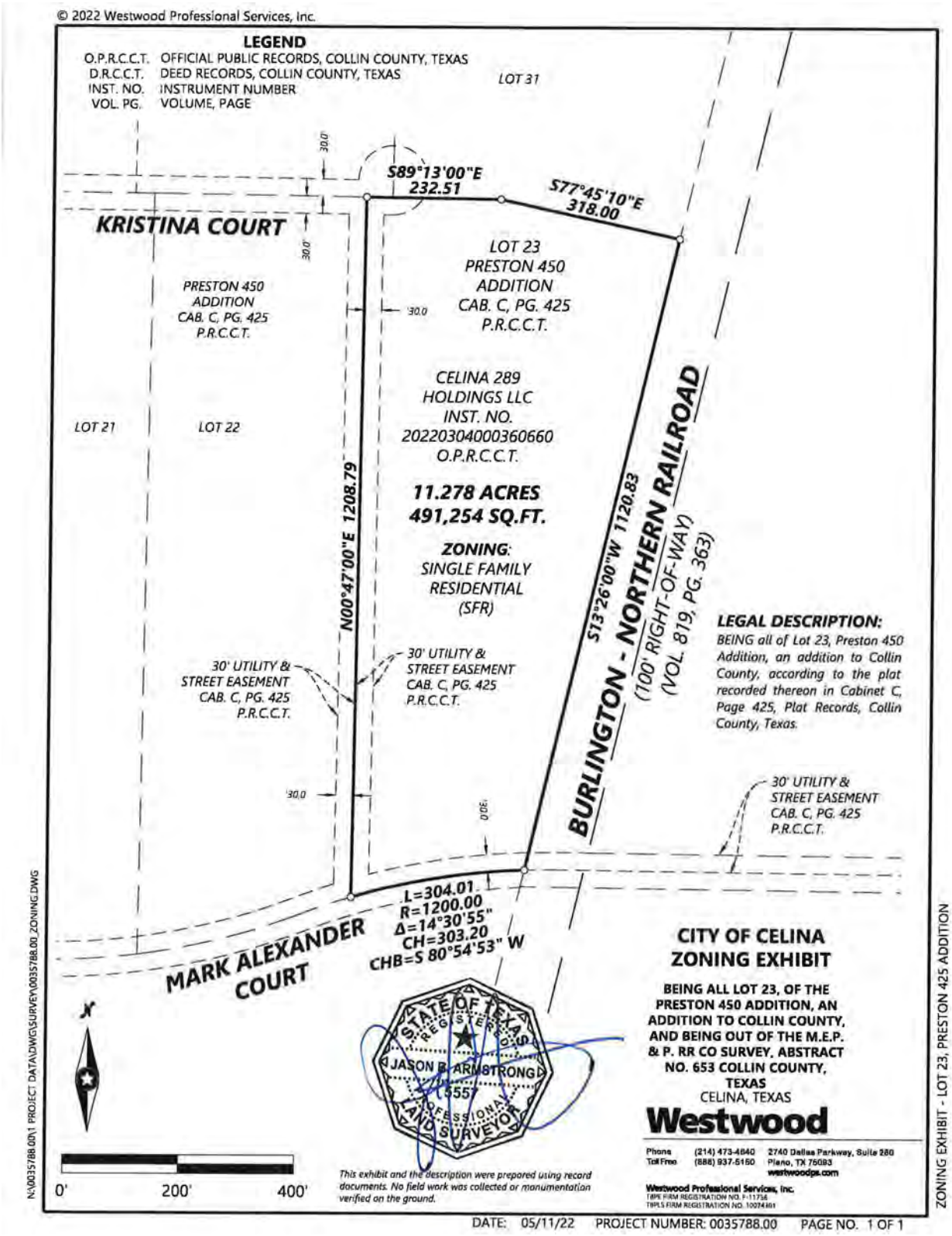
STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared Prithiviraj Loganathan, Manager of Celina289 Holding, LLC, a Texas limited liability 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

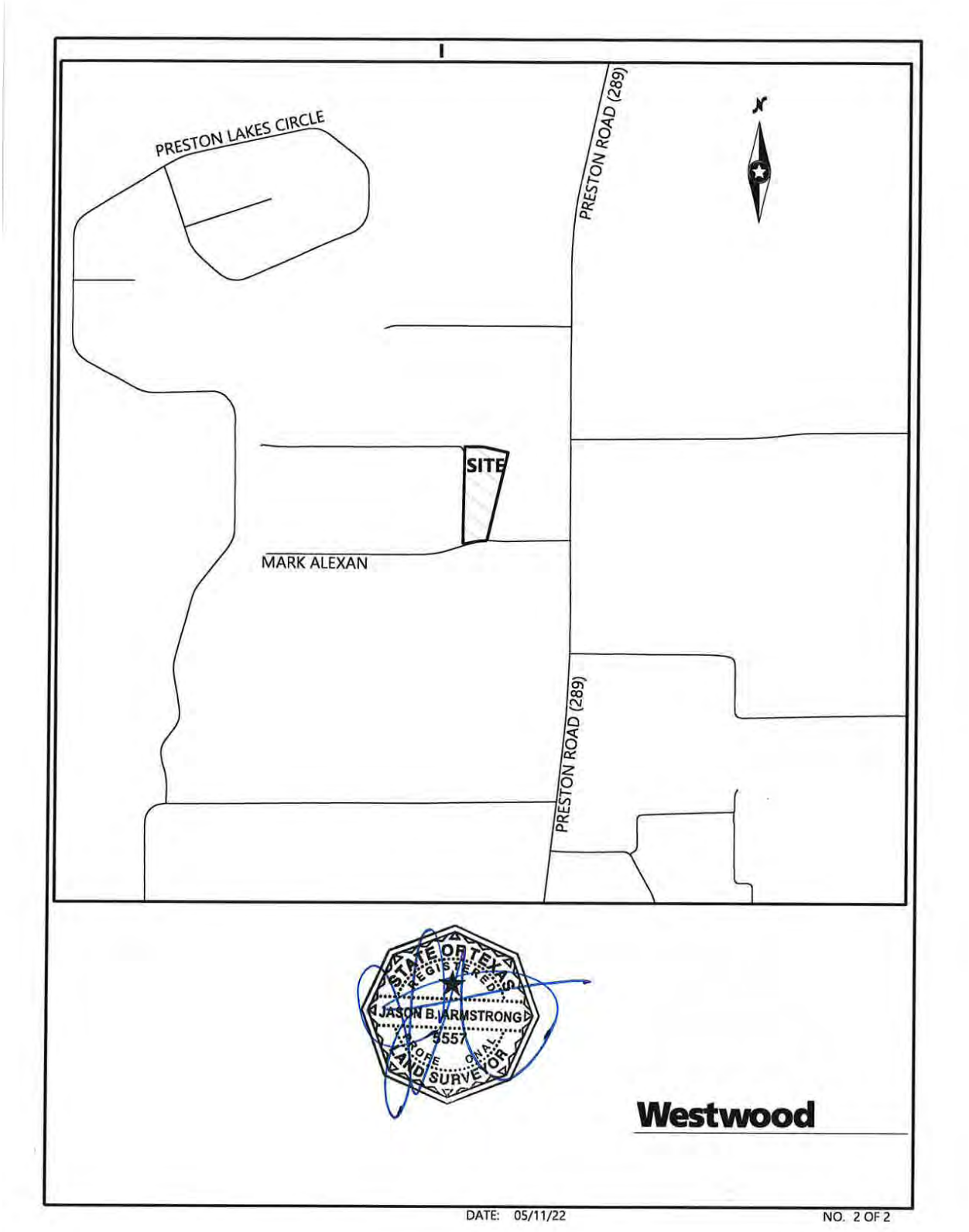
Attachment: Draft Agreement (Preston 450 – Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY



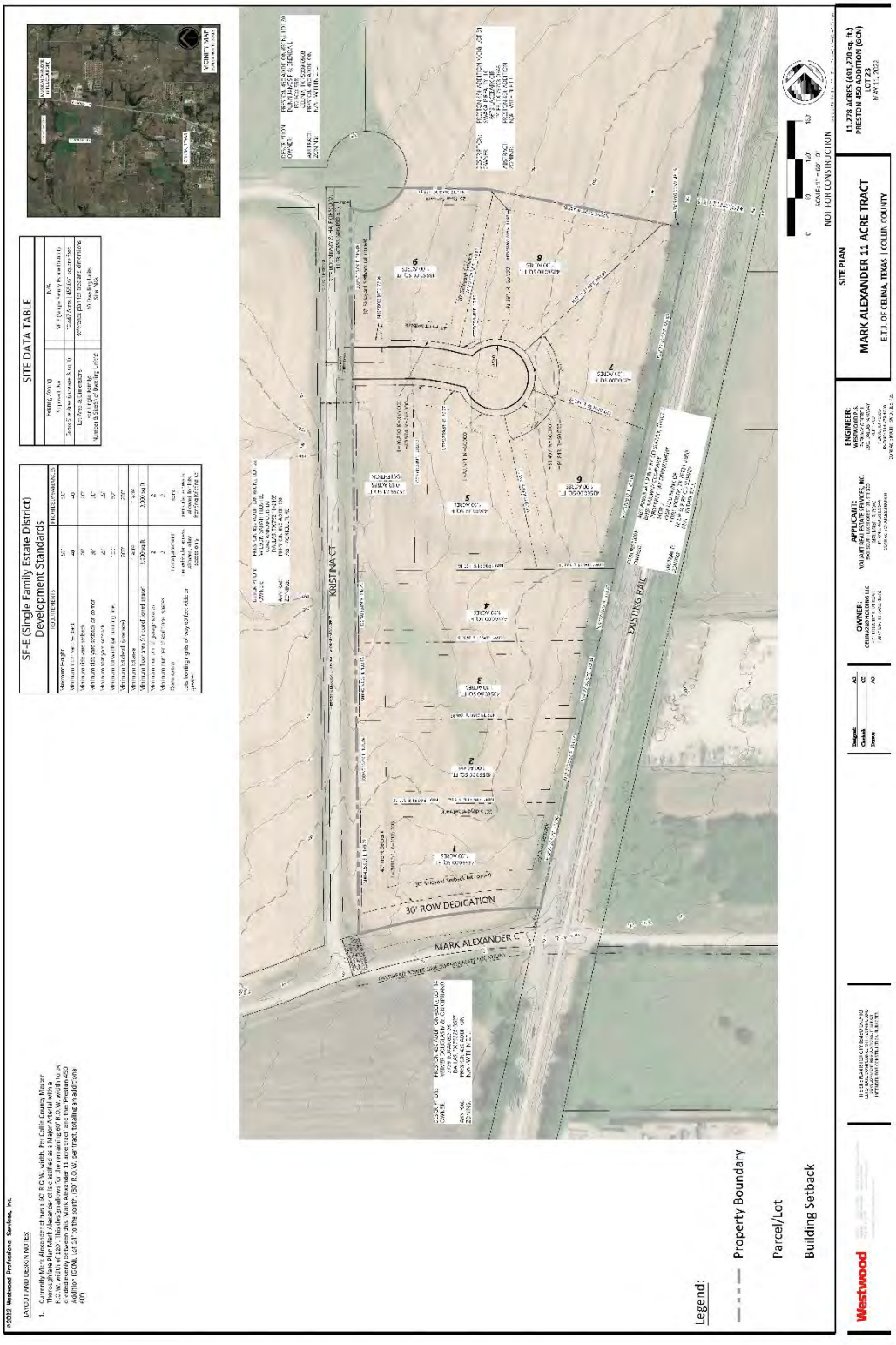
Attachment: Draft Agreement (Preston 450 – Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERTY



Attachment: Draft Agreement (Preston 450 – Development Agreement)

EXHIBIT C
SITE PLAN



Attachment: Draft Agreement (Preston 450 – Development Agreement)

EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, roadway Public Infrastructure, and other area features. Minor modifications due to the final engineering and design of the project are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature.

Purpose

The subject property is intended to provide for an estate residential development that is rural or country in nature with large lots. In general, design standards will follow all applicable City standards, and land uses shall be consistent with these development standards.

Architecture

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, as they may be amended. Architecture may include vertical siding for a "modern farmhouse" elevation, with stone accents on the front elevation, but must otherwise conform to the design standards.

Open Space, Trails, & Amenities

Additional open space above and beyond what is shown on the Concept Plan and compliance with the Neighborhood Vision Book is not required due to the minimum lot size being one (1) acre. Other standard regulations apply, such as the perimeter roadway landscape buffers, sidewalks, and any associated detention.

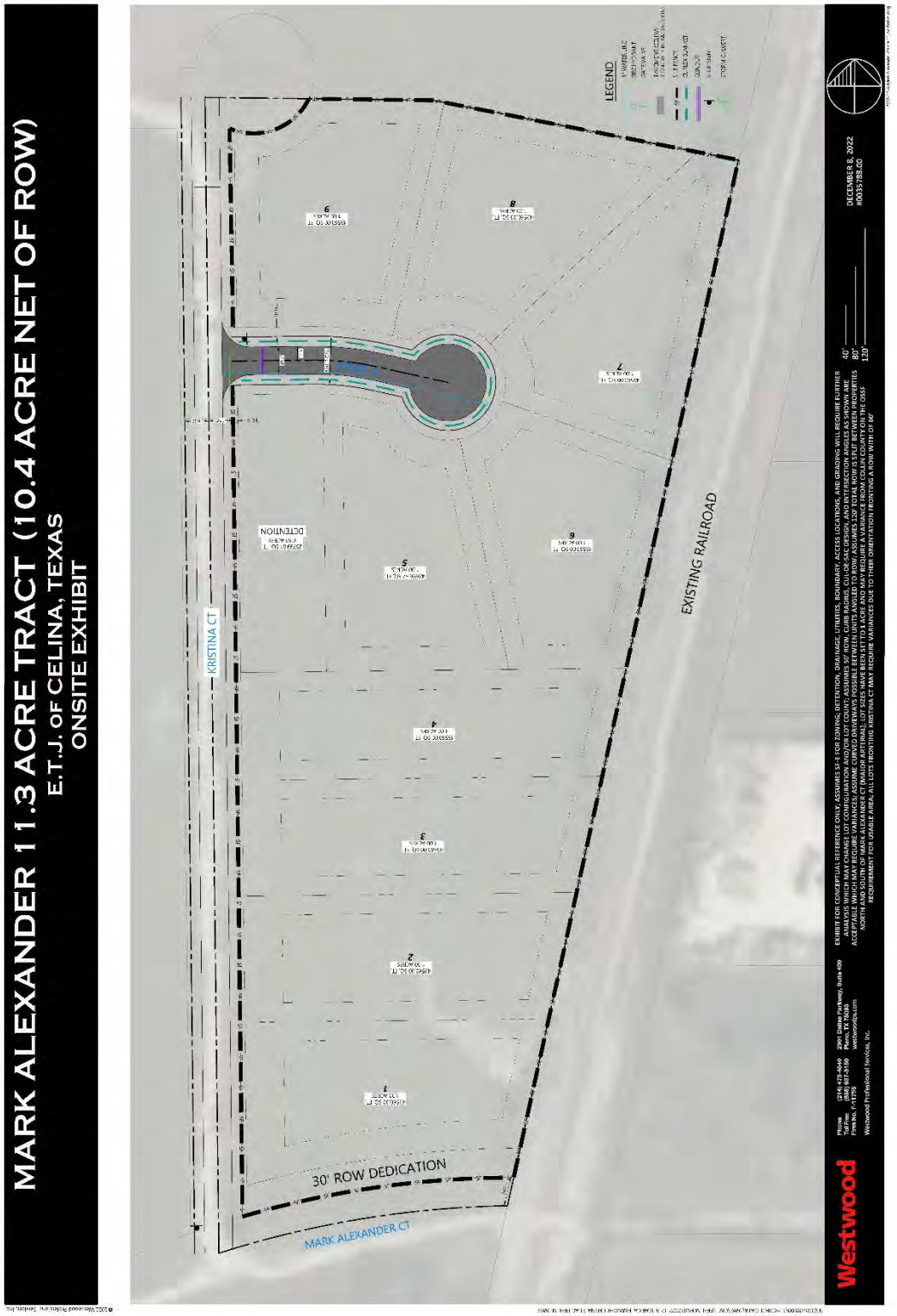
Zoning

The base zoning shall be Single-Family Residential Estate District ("SF-E"), and the development shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, as may be amended, except as follows:

1. All streets shall be concrete with a rural cross section (concrete, bar-ditch drainage, no sidewalk).
2. All private lot fencing shall be ornamental iron where adjacent to thoroughfares.
3. The developer shall connect to internet and gas.

Attachment: Draft Agreement (Preston 450 – Development Agreement)

EXHIBITS E & F
ROADWAY AND WATER IMPROVEMENTS



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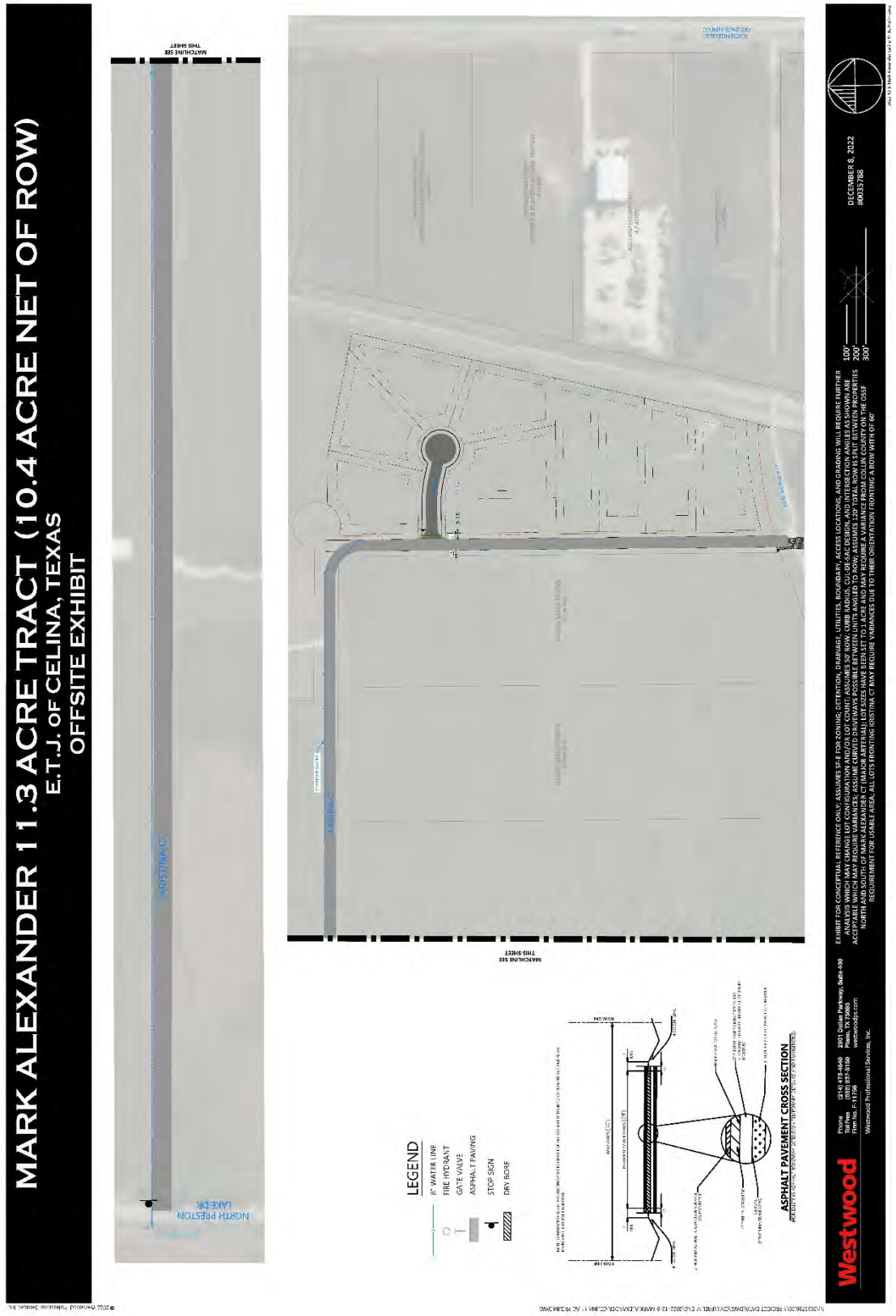


Attachment: Draft Agreement (Preston 450 – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Sorrells Tract - Development Agreement

Action Requested:
Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and DFW Land, LLC, for approximately 387 acres of land, generally located east of Bothwell Boulevard, west of Smiley Road, and south of FM 428, within the Extraterritorial Jurisdiction (ETJ). (Sorrells Tract – Development Agreement) (McAfee)

Applicant:
BGE, Inc.
2595 Dallas Pkwy., Ste. 101
Frisco, TX 75034

Background:
The property is approximately 387 acres within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning for the tract in order to develop a residential neighborhood with commercial and multi-family allowances along FM 428. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

SMILEY RD

W GLENDENNING PKWY

W OUTER LOOP

BOTHWELL BLVD

BOTHWELL BLVD

W PUNK CARTER PKWY

McNABB D

MAYER PKWY

CAREY RD

CRUTCHFIELD RD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Sorrells Tract Location Map

City of Celina

9/27/2022

N

W E

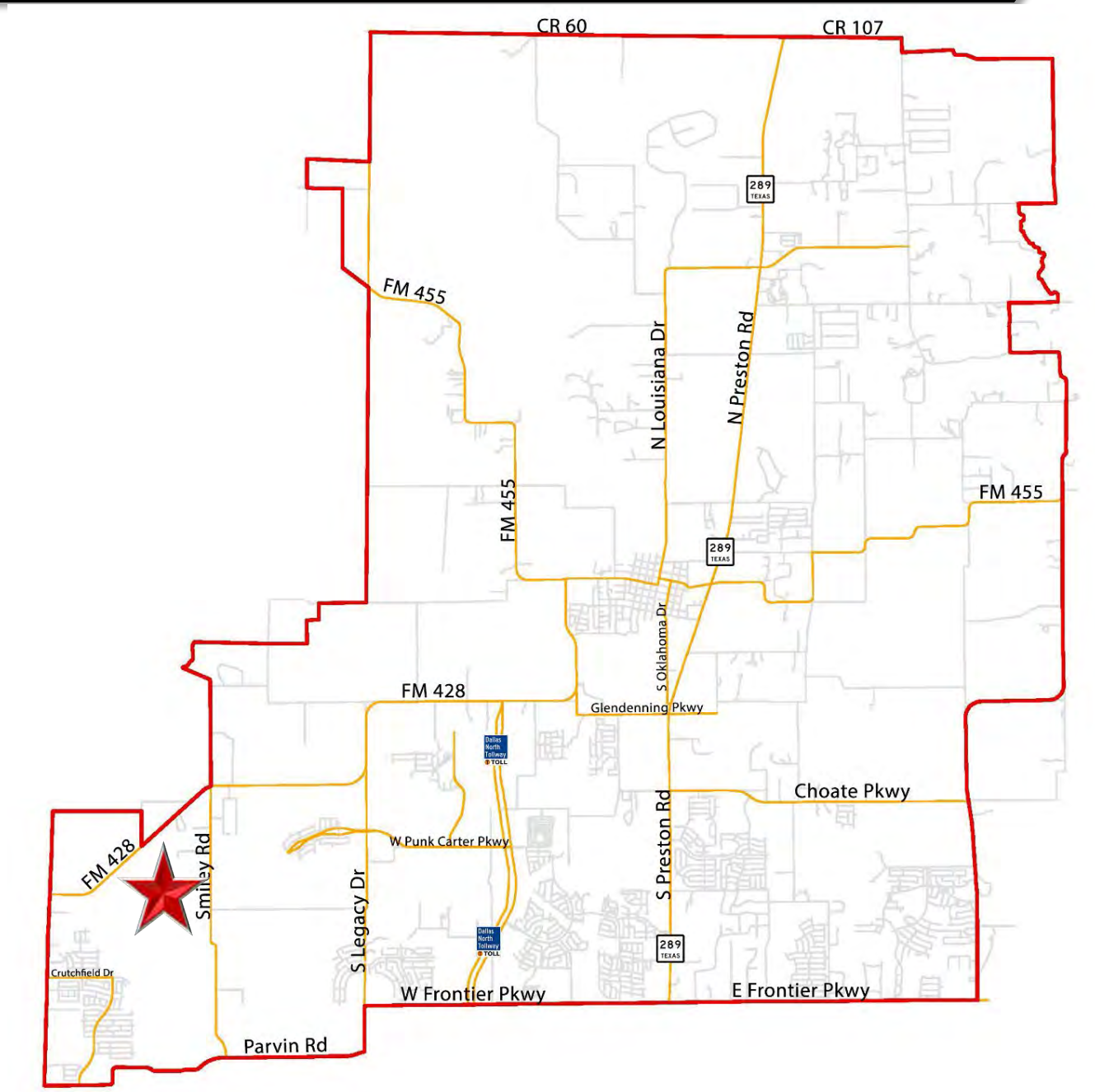
S

0 1,250 2,500 Feet

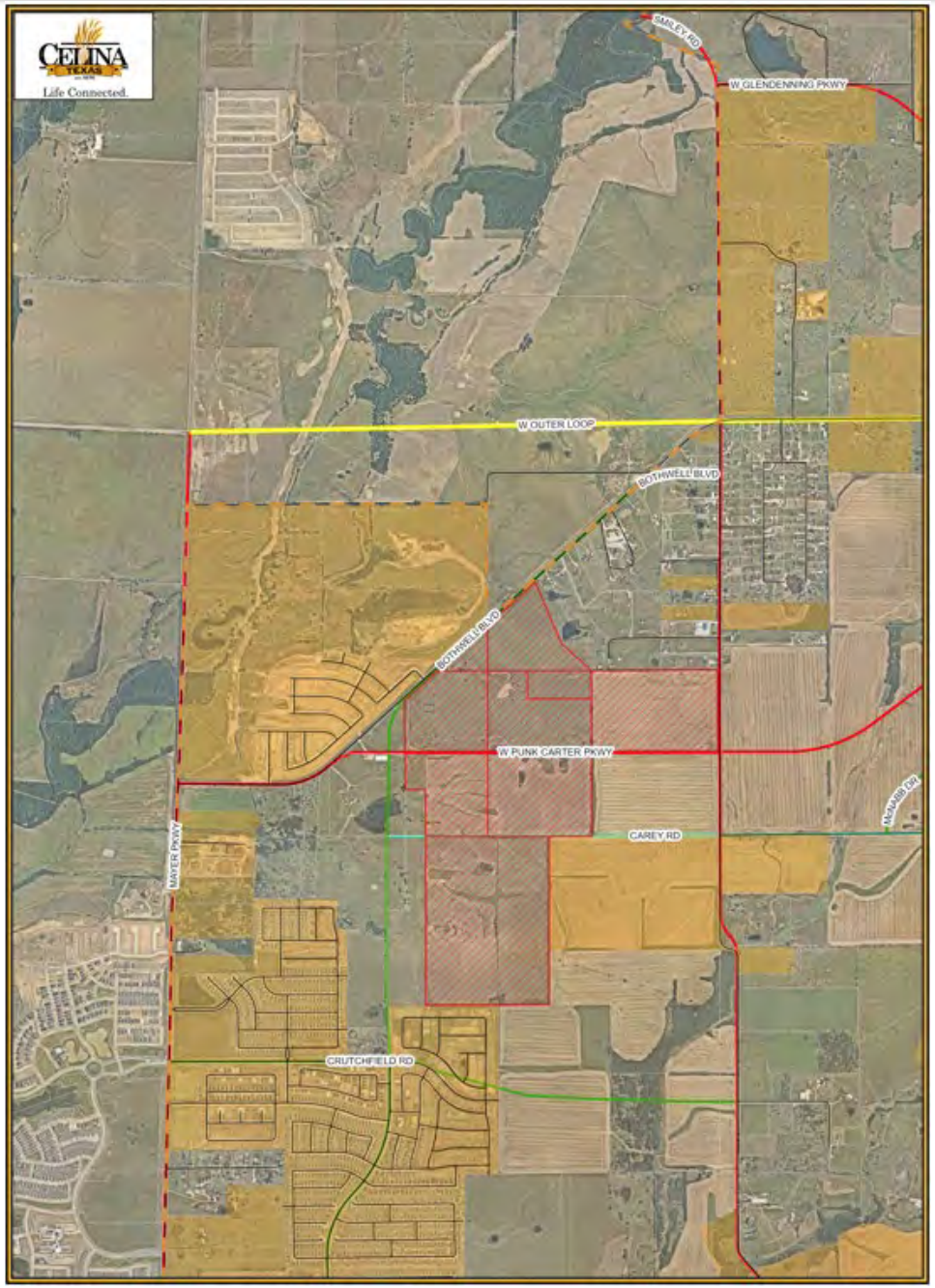
SORRELLS TRACT

Development Agreement

City Council
December 13, 2022



Attachment: Staff Presentation (Sorrells Tract – Development Agreement)



LOCATION MAP

The subject property is generally located east of Bothwell Boulevard, west of Smiley Road and south of FM 428.

Attachment: Staff Presentation (Sorrells Tract – Development Agreement)

BACKGROUND

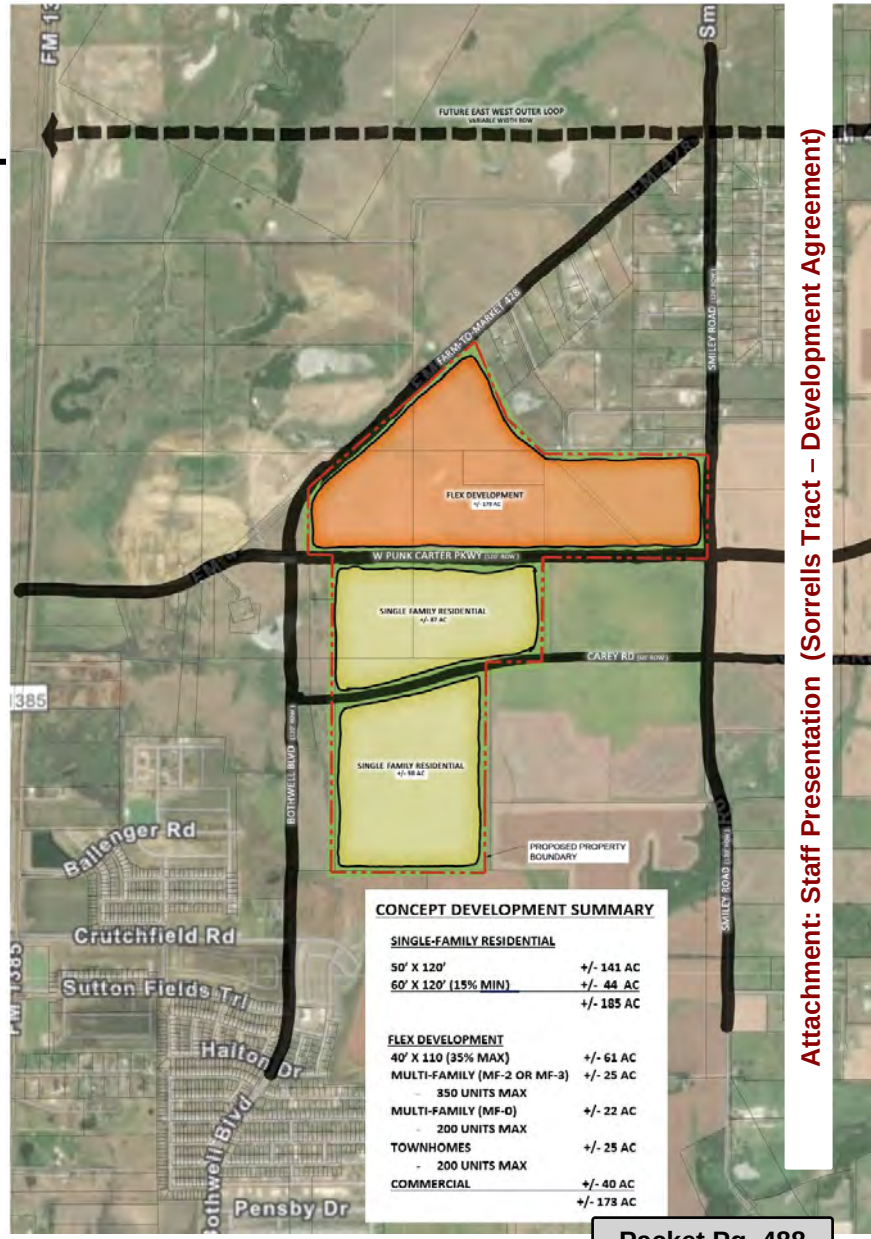
- The subject property is approximately 387 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- Each of the subject parcels has a pre-annexation agreement
- The Development Agreement outlines the future annexation and zoning for the property

Attachment: Staff Presentation (Sorrells Tract – Development Agreement)

PROJECT OVERVIEW

The Development Agreement contemplates the following land uses:

- Minimum 20 acres reserved for C (Retail, Office, & Commercial)
- Maximum of 200 units SF-A (townhomes)
- Maximum of 200 units of MF-0 (horizontal MF)
- Maximum of 350 units total of MF-2 or MF-3
- Single Family (SF-R)



- *Please note that the concept plan does not include any entitlement to the conceptual layout.*
- *Concept plans are for illustrative purposes only.*

Attachment: Staff Presentation (Sorrells Tract – Development Agreement)

SINGLE-FAMILY OVERVIEW

- SF-R is generally allowed per the below lot mix:
  - A minimum 15% of the lots shall be 60' or wider
  - A maximum of 35% of the lots on 40' or less
- Alleys are required on lots less than 50' in width

Attachment: Staff Presentation (Sorrells Tract – Development Agreement)

POLICY CONSIDERATIONS

- The DA will bring an additional 387 acres into the City Limits
- City standards will apply
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations
- Proposed land uses are not inappropriate for County in-fill development

Attachment: Staff Presentation (Sorrells Tract – Development Agreement)

P&Z PUBLIC HEARING

- One speaker asked general questions about the project, yet did not object to the project.

Attachment: Staff Presentation (Sorrells Tract – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval of the item with a vote of 6-0 at its regular meeting in November
- Staff recommends approval as presented

Attachment: Staff Presentation (Sorrells Tract – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between DFW Land, LLC (together, the "Developer") 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 Developer 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, Developer was under contract to purchase from Sorrells, LLC and Punkadilly, LTD (the "Owner"), approximately 386.212 acres of land, generally located east of the intersection of FM 1385 and FM 428, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Denton County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B** (the "Property"); and

WHEREAS, the Developer intends to purchase the Property and the Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, the Developer intends to develop the Property as a planned development with residential and commercial uses (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 attached hereto as **Exhibit C** (the "Concept Plan"), the development standards attached hereto as **Exhibit D** (the "Development Standards"); and

WHEREAS, the Developer 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 Developer'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 capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

WHEREAS, the Mustang Special Utility District holds the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property, and the Parties intend for Mustang Special Utility District 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 Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; 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 increase the quality of housing within the City; and

WHEREAS, on February 12, 2019, the City Council adopted Resolution No. 2019-11R (the "Resolution") consenting to the creation of the Station Municipal Management District of Collin County, a 324.64-acre district encompassing all of the Property, by special act of the 86th Texas Legislature (the "MMD") as described in the draft legislation attached to the Resolution and filed as HB 3436 ("MMD Legislation"), and Developer has agreed to change the MMD's name; and

WHEREAS, the Parties desire for a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"), as amended, or the MMD to be utilized to aid in the development of the Property, pursuant to the terms of this Agreement and the PID and MMD creation documents, as applicable; and

WHEREAS, the Developer plans to develop the Property upon the execution of this Agreement and subsequent issuance of MMD Bonds by the MMD or PID Bonds by the City for the payment of certain costs for the construction and acquisition of certain Public Infrastructure to benefit the Property, and for the repayment to Developer for certain costs advanced for the construction and acquisition of certain Public Infrastructure to benefit the Property as set forth in the PID Service and Assessment Plan or MMD reimbursement agreement; and

WHEREAS, the City and the Developer 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

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

WHEREAS, the Parties contemplate that Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

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.

Bank Qualified Debt Fee is defined in Section 7.4(a).

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.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

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 2.3.

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

MMD has the meaning set forth in the Recitals.

MMD Bonds has the meaning set forth in Section 7.3(b).

MMD Legislation has the meaning set forth in the Recitals.

Mustang SUD means Mustang Special Utility District.

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.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Projects is defined in Section 7.2(a)(3).

PID Project Costs is defined in Section 7.2(a)(4).

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.

Resolution has the meaning set forth in the Recitals.

Service and Assessment Plan means, with respect to any PID, the PID Service and Assessment Plan, to be adopted, updated or amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID(s) having terms, provisions and findings approved by the City, as required by this Agreement.

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

Roadway Improvements is defined in Section 2.1(c) and depicted in **Exhibit E**.

Water Improvements is defined in Section 2.1(d).

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 Developer 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 Developer 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 Developer 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 Developer. As required by the City Regulations and as depicted on **Exhibit E**, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) The roadway improvements designated for construction by Developer on **Exhibit E**.

(d) Water Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct, at no cost to the City or Mustang SUD all water Onsite Public Improvements required by the City Regulations and Mustang SUD that are needed to serve the Development (the "Water Improvements").

(e) Wastewater Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City or Mustang SUD all wastewater Onsite Public Improvements required by the City Regulations and Mustang SUD that are needed to serve the Development (the "Wastewater Improvements").

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

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 and Mustang SUD 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 applicable City Regulations and Mustang SUD regulations.

(c) No Release. The City's inspections shall not release the Developer 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/Mustang SUD Owned. From and after the inspection and acceptance by the City and Mustang SUD of their respective Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City or Mustang SUD, respectively.

(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 Developer, 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 Developer or the Developer'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 Developer related to the Property shall meet the requirements of the applicable City Regulations. Plans and approvals required by Mustang SUD for Water Improvements and Wastewater Improvements shall be submitted and reviewed by Mustang SUD as required by Mustang SUD's regulations.

2.3 Eminent Domain. The Developer 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 Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date for the Public Infrastructure, except for Water Improvements and Wastewater Improvements,, the City agrees to take reasonable

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

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 Developer 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 Developer 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 Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer 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 Improvements and Wastewater Improvements or any portion thereof, Developer shall dedicate such improvements to Mustang SUD to maintain and operate the accepted Water Improvements and Wastewater Improvements, or any accepted portion thereof, for purposes of providing 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 by a homeowner's association 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 Developer 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

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

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 Developer 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 Developer 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, Developer 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 capital recovery fees being reduced and impact fees being waived for the Property, Developer 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.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

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3.6 Amenity Centers. Developer shall construct the amenity center(s) described on **Exhibit D.** Completion of the amenity center 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 100th building permit for a single-family home within the Development.

3.7 Dedications for Open Space, and Schools.

(a) Open space areas shall be maintained by a homeowners' association, but shall be open to the public (excluding amenity centers, which shall be private). The amount and design of open space shall be in conformance with the City's Neighborhood Vision Book.

(b) One site for elementary school shall be reserved by the Developer. Site shall be at least 10-12 acres in size. The site may be dedicated or sold to the school district at the Developer's acquisition cost by separate agreement between the school district and the Developer.

3.8 MMD Name. Developer agrees to cause the MMD to change its name so that the name does not contain the word "Celina" within six (6) months of closing on the Property, if not already done.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Residential Fees Altered. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees, shall be charged by the City for single-family development against the Property other than: (i) park fees in the amount of $1,500 per residential dwelling unit; (ii) technology fees in the amount of $500 per residential dwelling unit; and (iii) roadway capital fees of $3,000 per residential dwelling unit. Roadway capital fees shall escalate by an additional $500 per residential dwelling unit upon reaching the five-year anniversary of the Effective Date, and again upon each succeeding five-year intervals for the term of the Agreement. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) Commercial and Multifamily Fees. The Property will be subject to those fees and charges that are applicable at the time of building permit for the commercial and multifamily portions of the Development that are charged pursuant to City Regulations and Mustang SUD regulations.

(c) Park Fees in Lieu of Dedication. Park fees in lieu of dedication shall be paid at time of platting.

(d) Tree Mitigation Fees. Tree mitigation fees shall be in the amounts required by the City Regulations.

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(e) Emergency Sirens. In consideration for the City's assistance and cooperation in connection with the issuance by the City of PID Bonds for any part of the Development and/or consent to the MMD, the Developer agrees to pay the City, simultaneously with the City's acceptance of the second phase subdivision, a fee in the amount of $75,000 to be used by the City to purchase and install one emergency warning siren.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER 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 DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER 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 DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'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. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER 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 DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER 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 DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY

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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 DEVELOPER.

4.3 THE DEVELOPER'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/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE DEVELOPER 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 DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER 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 DEVELOPER FOR SUCH LAND, AND THE DEVELOPER 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 DEVELOPER 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

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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. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by December 31, 2023 or if Developer notifies the City in writing prior to December 31, 2023 that it will not purchase the Property.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer 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 Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer and to create a PID;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Developer 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

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the Concept Plan, 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, Development Standards, and applicable provisions of this Agreement contemporaneously with the annexation of the ETJ Property. Through this Agreement, the Developer 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 Developer 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
INFRASTRUCTURE FINANCING

7.1 Generally. Developer shall be responsible for the installation of all Public Infrastructure as shown on any plat and related construction plans. The Public Infrastructure to be financed by the MMD or PID shall include public improvement projects authorized under the PID Act and/ or MMD Legislation, including Texas Local Government Code Chapters 372 and 375. The timing and requirements for completion of the Public Infrastructure shall be determined for each phase of development, at the time Developer is ready to develop a phase, in accordance with the City Regulations and this Agreement. The Developer will design, construct, and install the Public Infrastructure using funds advanced by Developer, MMD and/or PID.

7.2 PID Financing.

(a) The City proposes to create the PID, to fund, in part, the Public Infrastructure that is not funded by the Developer or MMD and that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by the Developer, and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

(1) A PID creation petition for the Property has been submitted by the Developer to the City.

(2) PID funding of certain Public Infrastructure as authorized by the PID Act and State law, including but not limited to local streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to a development phases and/or planning area, will include, to the maximum extent authorized by State law, and only as requested by the Developer, one or more of the following: (i) annual payments by the City to the Developer of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of valuation; (iii) the issuance by the City of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by

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the Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed $150,000,000.

(3) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (the "PID Projects").

(4) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(5) The Developer shall determine the PID Project Costs, and the City will prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(6) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments, or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs.

(7) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of the fair market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Developer to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 3 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. In certain limited circumstances, a performance bond, a letter of credit, or other security acceptable to the

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City prior to the issuance of the PID Bonds may be considered. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

(b) PID Notices. When selling any of the Property after the PID is created, the Developer shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Developer shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This Section applies to all owners of all or any portion of the Property.

7.3 MMD Financing.

(a) The Parties agree that, in order to finance the Public Infrastructure not funded by the Developer, if the City has refused to issue PID Bonds to fund construction of Public Infrastructure, then MMD Bonds and MMD funds may be used to fund such construction.

(b) The City recognizes that the MMD has the authority to issue bonds pursuant to the terms of this Agreement and the City agrees that the MMD may, subject to then current conditions in the municipal debts markets and the conditions in this Agreement and the City's Resolution for consent, issue bonds solely secured by funds available to the MMD pursuant to the MMD Legislation (the "MMD Bonds") for financing and constructing Public Infrastructure by the MMD and subsequent conveyance to the City or Mustang SUD, the proceeds of which will be used to pay construction costs or reimburse Developer for, among other things, its actual construction costs for the Public Infrastructure. The issuance of MMD Bonds for any MMD shall be subject to the following conditions:

i. the adoption or amendment of a service and assessment plan, assessment roll, and an assessment order by the MMD, if applicable;

ii. the MMD may issue debt for onsite or offsite projects, but may only issue bonds secured by assessment revenues for major improvements that serve a majority of the Property;

iii. bonds secured by assessment revenues that meet the parameters of this paragraph may be issued by the MMD without further City consent: (i) minimum 3 to 1 value to lien pursuant to appraisal, (ii) no third-party financing or issuance by a public finance authority located outside the State of Texas, (iii) required minimum $100,000 denominations, and (iv) maximum 30-year maturity for each series of bonds. The MMD may issue assessment revenue bonds outside of these parameters only with written consent of the City Council;

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iv. bonds issued by the MMD shall not exceed an aggregate principal amount sufficient to fund: (i) the actual costs of the Public Infrastructure to be funded by the MMD, (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 2 years from the date of the initial delivery of the MMD Bonds, and (iii) any costs of issuance;

v. issuance of bonds by the MMD to directly fund construction of Public Infrastructure will require additional City written consent to each issuance of a series of bonds utilized to fund construction of Public Infrastructure;

vi. issuance of bonds by the MMD for reimbursement to Developer by the MMD or acquisition of previously constructed Public Infrastructure may be issued without City written consent, subject to the other parameters of this Section;

vii. approval by the Texas Attorney General of the MMD Bonds and registration of the MMD Bonds by the Comptroller of Public Accounts of the State of Texas;

viii. the Developer is current on all taxes, assessments, fees and obligations to the City;

ix. the Developer is not in default under this Agreement;

x. no outstanding MMD Bonds or PID Bonds are in default and no reserve funds have been drawn upon that have not been replenished;

xi. review and approval by the City of the plats, construction plans and Service and Assessment Plan for the Public Infrastructure;

xii. the Public Infrastructure to be financed by the MMD Bonds have been or will be constructed according to the approved design specifications and construction standards imposed by this Agreement including any City Regulations;

xiii. no information regarding the City, including, without limitation, financial information, shall be included in any offering document relating to MMD Bonds without the written consent of the City; and

xiv. the Developer agrees to provide periodic information and notices of material events regarding the Developer as it relates to the development of the Property within any MMD in accordance with Securities and Exchange Commission Rule 15c2-12, as amended, any MMD Bond indenture, and any continuing disclosure agreements executed by the Developer in connection with the issuance of MMD Bonds.

(c) The consultants, underwriter, and appraiser for the MMD and the MMD Bonds will be selected by the MMD.

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(d) No additional cash deposit, security or surety, beyond the land and any improvements on the land, will be provided by the Developer, or its assignees, in connection with the MMD Bonds unless so required by the underwriter for the MMD Bonds.

(e) MMD Expansion Limitations. The Parties acknowledge that the MMD Legislation limits expansion of the MMD territory to no more than 200 acres, which must all be located in the City limits. Following annexation of the Property into the City and subject to the 200-acre limitation, the Parties agree and acknowledge that the 61.58 acres of land within the Property owned by Punkadilly, LTD., or its successors or assigns, may be added to the MMD.

7.4 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes, or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds, or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including bonds authorized by Texas Tax Code Chapter 311, or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, no PID Bonds are issued for the Property, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt

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Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.1 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.

8.2 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 IX
ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer 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 Developer under this Agreement, to any person or entity (an "Developer 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 Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer 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 Developer Assignee.

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer 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 Developer 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 Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer 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, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer 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.

9.2 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.

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

9.3 Collateral Assignments. The Developer and Developer 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 (hereinafter defined) 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.

9.4 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.

9.5 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 "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 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 X
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 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

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

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, 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") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, 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 Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI
ADDITIONAL PROVISIONS

11.1 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.

11.2 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:

To the City:
Attn: City Manager
City of Celina
142 North Ohio
Celina, TX 75009
E-mail: jlaumer@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

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

To the Developer: Attn: Vijaya Borra
DFW Land, LLC
826 Mango Court
Coppell, TX 75019

With a copy to: Attn: Mindy Koehne
Coats Rose
14755 Preston Road, Suite 600
Dallas, Texas 75254

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.

11.3 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.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 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 Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer 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.

11.6 Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, 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.

11.7 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

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

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.

11.8 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.

11.9 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.

11.10 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.

11.11 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.

11.12 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
Exhibit D	Development Standards
Exhibit E	Roadway Improvements

11.13 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.

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

11.14 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.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer 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 Developer 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 Developer. The information contained in the From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

[signatures on following pages]

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 20__.

Date: _____ **CITY OF CELINA**

By: _____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__, by Sean Terry, 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:_____

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

DEVELOPER:

DFW Land, LLC
a Texas limited liability company

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 _____, 20__, 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

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

EXHIBIT "A" – LEGAL DESCRIPTION

LEGAL DESCRIPTION

BEING, all of that 386.212-acre (16,823,373 square-foot) tract of land situated in the Thomas B. Cox Survey, Abstract No. 309, the Arthur E. Norwood Survey, Abstract No. 969, the John Ray Survey, Abstract No. 1104, the William S. Ray Survey, Abstract No. 1105, and the Texas and Pacific Railroad Company Survey, Abstract No. 1299, Denton County, Texas; being all of that tract of land described in Special Warranty Deed to Punkadilly, Ltd as recorded in Instrument No. 2011-37656 of the Official Records of Denton County, Texas; and being all of that tract of land described in General Warranty Deed to Denton Sorrells, LLC as recorded in Instrument No. 2016-161419; said 386.212 acre tract being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2-inch iron rod found at the northwest corner of said Denton Sorrells tract; said point being the north corner of that tract of land described in Special Warranty Deed with Vendor's Lien to Fashand Farm Ltd. as recorded in Instrument No. 2004-135532 of said Official Records; said point being in the southeast right-of-way line of Farm to Market Road No. 428 (a variable width right-of-way; hereafter called FM-428);

THENCE, with the northwest line of said Denton Sorrells tract and the southeast line of said FM-428, the following four (4) courses and distances:

> North 47 degrees 50 minutes 26 seconds East, a distance of 1,792.51 feet to a 1/2-inch iron rod found for corner;
>
> North 47 degrees 50 minutes 57 seconds East, a distance of 248.64 feet to an angle point;
>
> North 45 degrees 05 minutes 39 seconds East, a distance of 100.06 feet to an angle point;
>
> North 47 degrees 50 minutes 05 seconds East, a distance of 673.75 feet to a 1/2-inch iron rod found at the north corner of said Denton Sorrells tract; said point being the northwest corner of Willow Wood, an addition to Denton County, Texas as recorded in Cabinet M, Slide 260 of the Plat Records of Denton County, Texas;

THENCE, South 23 degrees 24 minutes 12 seconds East, departing the southeast line of said FM-428, with the northeast line of said Denton Sorrells tract and the southwest line of said Willow Wood, a distance of 1,066.49 feet to a 60D nail found for corner;

THENCE, South 47 degrees 42 minutes 51 seconds East, continuing with the northeast line of said Denton Sorrells tract and the southwest line of said Willow Wood, a distance of 640.13 feet to a 1/2-inch iron rod found at the most easterly northeast corner of said Denton Sorrells tract; said point being the southwest corner of said Willow Wood; said point being the northwest corner of said Punkadilly tract;

THENCE, North 89 degrees 22 minutes 43 seconds East, with the north line of said Punkadilly tract and the south line of said Willow Wood, a distance of 2,035.25 feet to a 5/8-inch iron rod found at the northeast corner of said Punkadilly tract and the southeast corner of said Willow Wood; said point being the approximate center of Smiley Road (generally recognized public road, no record of dedication found on subject property);

THENCE, South 00 degrees 22 minutes 36 seconds East, along approximate center of Smiley Road, a distance of 1,321.65 feet to a 1/2-inch iron rod found at the southeast corner of said Punkadilly tract; said point being the northeast corner of that called 62.13-acre tract described in Special Warranty Deed to Smiley Road, Ltd. recorded in Instrument No. 2006-21488 of said Official Records;

THENCE, South 89 degrees 41 minutes 47 seconds West, departing said Smiley Road, with the south line of said Punkadilly tract and the north line of said 62.13-acre tract, a distance of 2,040.69 feet to a point for

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

corner at the southwest corner of said Punkadilly tract and the northwest corner of said 62.13-acre tract; said point being in the east line of said Denton Sorrells tract;

THENCE, with the east line of said Denton Sorrells tract, the following four (4) courses and distances:

South 00 degrees 19 minutes 36 seconds East, a distance of 1,325.28 feet to a 1/2-inch iron rod found at the southwest corner of said 62.13-acre tract; said point being in the north line of that tract of land described in Special Warranty Deed to Earthman Estates, LP recorded in Instrument No. 2017-75188 of said Official Public Records; said point being a salient corner in the east line of said Denton Sorrells tract;

South 88 degrees 58 minutes 43 seconds West, a distance of 704.96 feet to a 1/2-inch iron rod found for corner at the northwest corner of said Earthman Estates tract;

South 00 degrees 26 minutes 37 seconds East, a distance of 1,810.06 feet to a 1/2-inch iron rod with "WIER & ASSOC" cap found for corner; said point being the southwest corner of said Earthman Estates tract; said point being the northwest corner of that called 111.88-acre tract described in Special Warranty Deed with Vendor's Lien to Smiley Road, Ltd. recorded in Instrument No. 2005-77986 of said Official Records;

South 00 degrees 52 minutes 14 seconds East, with the west line of said 111.88-acre tract, a distance of 865.64 feet to a 1/2-inch iron rod found at the southeast corner of said Denton Sorrells tract; said point being in the north line of that called 109.26-acre tract described in Special Warranty Deed with Vendor's Lien to Smiley Road, Ltd. recorded in Instrument No. 2006-2064 of said Official Records;

THENCE, South 89 degrees 30 minutes 17 seconds West, with the south line of said Denton Sorrells tract, and the north line of said 109.26-acre tract, and the north line of that tract of land described as Tract 4 in Special Warranty Deed with Vendor's Lien to CADG Sutton Fields, LLC recorded in Instrument No. 2015-15963 of said Official Records, a distance of 1,947.13 feet to a point at the southwest corner of said Denton Sorrells tract; said point being the most southerly southeast corner of said Fashand Farm tract;

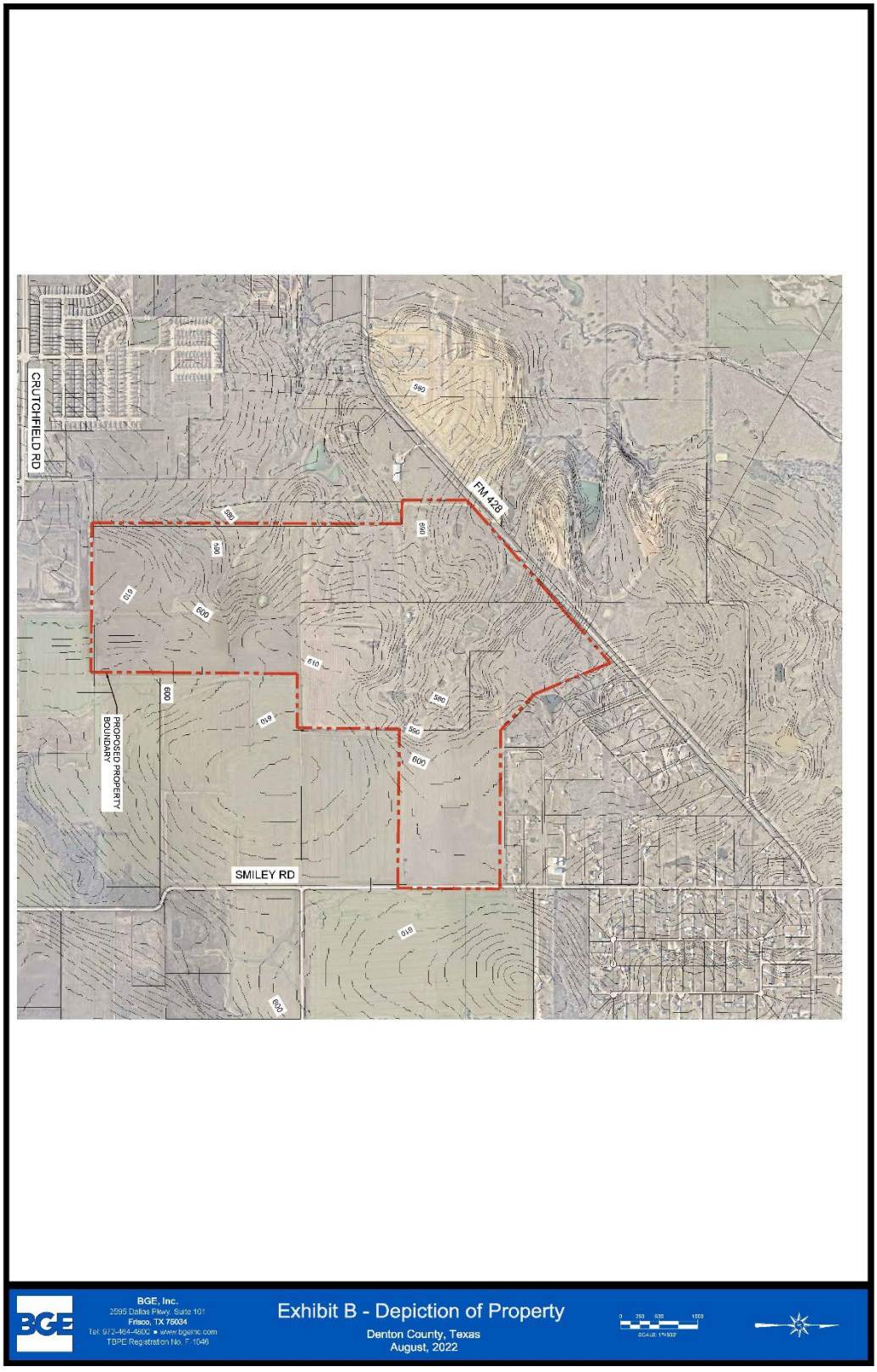
THENCE, with the west line of said Denton Sorrells tract and the east line of said Fashand Farm tract, the following three (3) courses and distances:

North 00 degrees 40 minutes 11 seconds West, departing the north line of said Tract 4, a distance of 4,017.88 feet to a 1/2-inch iron rod found for corner;

North 89 degrees 45 minutes 14 seconds West, a distance of 310.88 feet to a 1/2-inch iron rod found for corner;

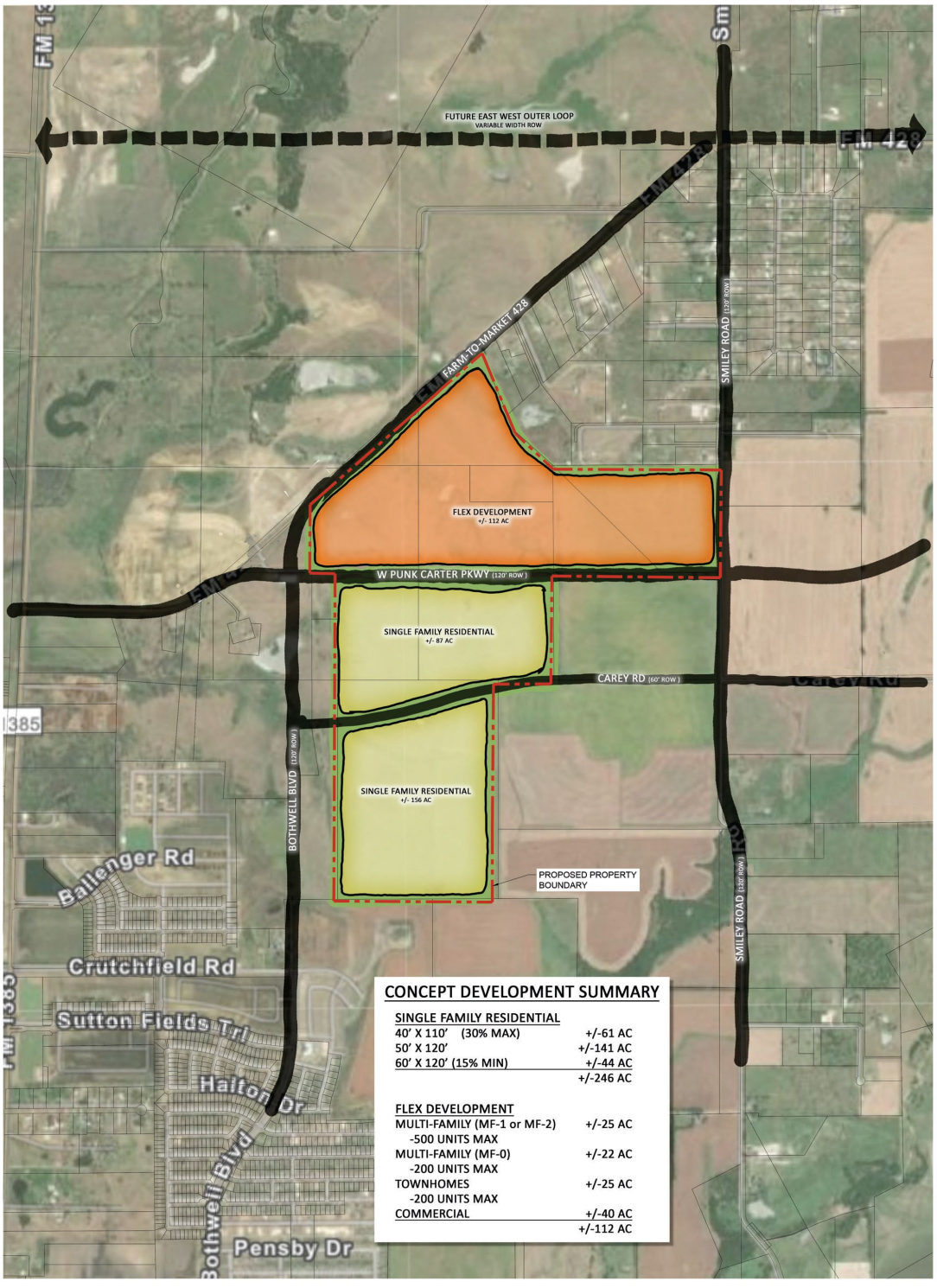
North 00 degrees 35 minutes 29 seconds West, a distance of 838.23 feet to the POINT OF BEGINNING and containing 386.212 acres or 16,823,373 square feet of land, more or less.

EXHIBIT B
DEPICTION OF THE PROPERTY



Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

EXHIBIT C
CONCEPT PLAN



Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan:

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of land use patterns, and other infrastructure and amenities, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.

Architecture:

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, and as may be amended.

Amenities, Trails & Open Space:

- 10' trails along major thoroughfares
- 8' trails along any gas easements or power line easements
- Open space shall generally conform to the Neighborhood Vision Book for Multifamily and Townhome uses. Single-Family detached land uses shall contain a minimum of 15% open space as defined in the Neighborhood Vision Book.
- 1-acre minimum amenity center site is required for the "Single-family Residential" development with an open-air pavilion for shade, a swimming pool, bathrooms, and a playground.
- 0.5-acre minimum amenity center site is required for the "Flex Development" area with an open-air pavilion and playground.

Land Use & Design Standards:

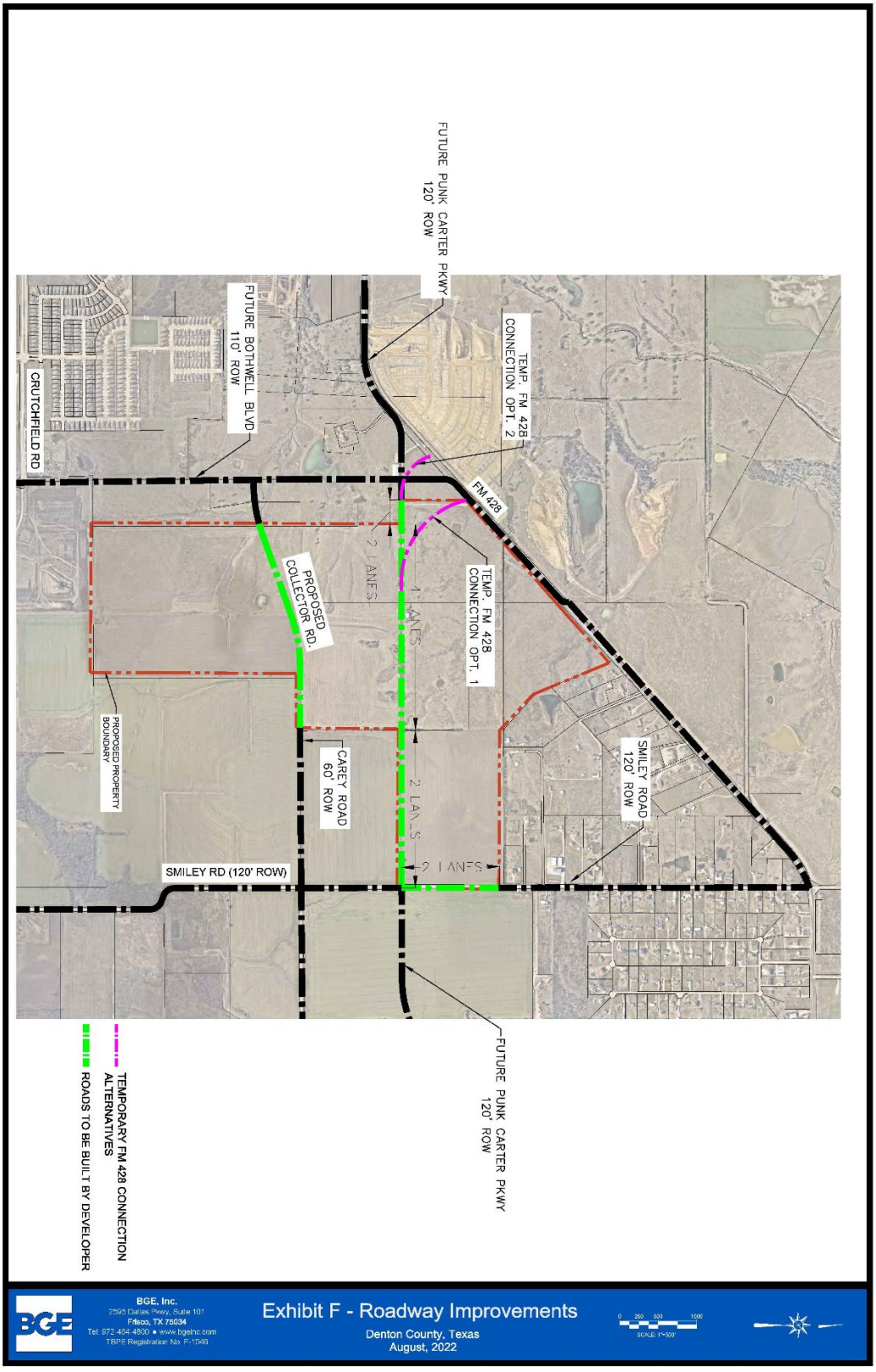
Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all otherapplicable City ordinances, as may be amended, except as follows. The base zoning of the various tracts shall reflect the most closely related base zoning district for the proposed land use from the Zoning Ordinance and abide by all applicable design standards.

- Minimum 20 acres reserved for C (Retail, Office, & Commercial)
- Maximum of 200 units SF-A (townhomes)
- Maximum of 200 units of MF-0 (horizontal MF)
- Maximum of 350 units total of MF-2 or MF-3
- SF-R is generally allowed per the below lot mix:
  - A minimum 15% of the lots shall be 60' or wider
  - A maximum of 35% of the lots on minimum 40'

Minimum lot width for front entry garages. Any lot width less than fifty (50) feet shall have a rear entry, alley-loaded garage. Front-loading garages are allowed only on lots that are fifty (50) feet or greater in width.

Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

EXHIBIT E
ROADWAY IMPROVEMENTS



Attachment: Draft Agreement (Sorrells Tract – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Teel Lakes - Development Agreement

Action Requested:
Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Teel Lakes, LLC, for approximately 47 acres of land, generally located east of Smiley Road and approximately 965 feet north of Parvin Road, within the Extraterritorial Jurisdiction (ETJ). (Teel Lakes – Development Agreement) (McAfee)

Applicant:
Teel Lakes, LLC
4024 Bryn Mawr Dr.
Dallas, TX 75225

Background:
The property is approximately 47 acres within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning for the tract in order to develop a single-family and multi-family neighborhood with retail allowances along Smiley Road. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

CAREY RD
McNABB DR
CRUTCHFIELD RD
SMILEY RD
W FRONTIER PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Teel Lakes
Location Map
City of Celina

10/25/2022

N
W E
S

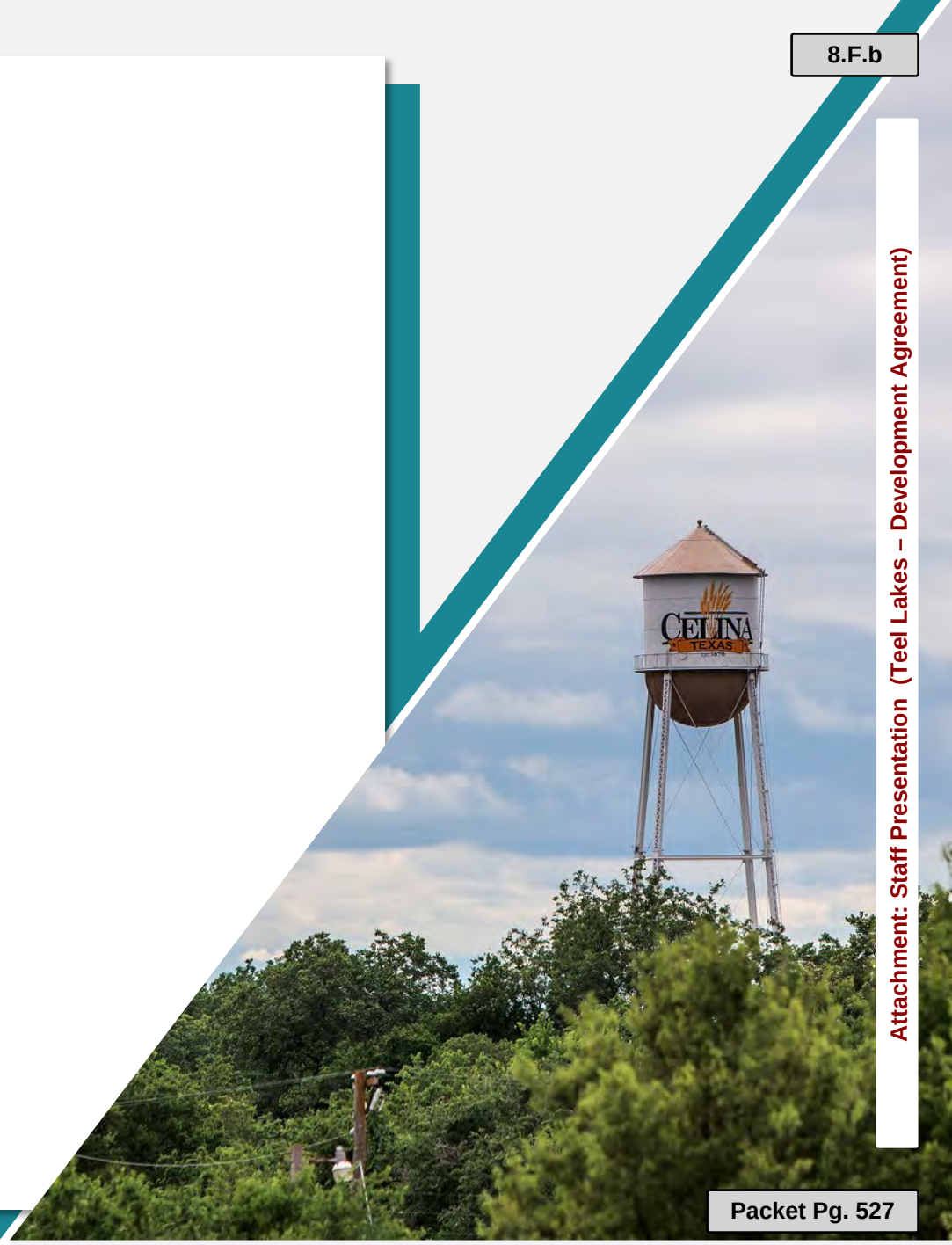
0 500 1,000 Feet

Attachment: Location Map (Teel Lakes – Development Agreement)

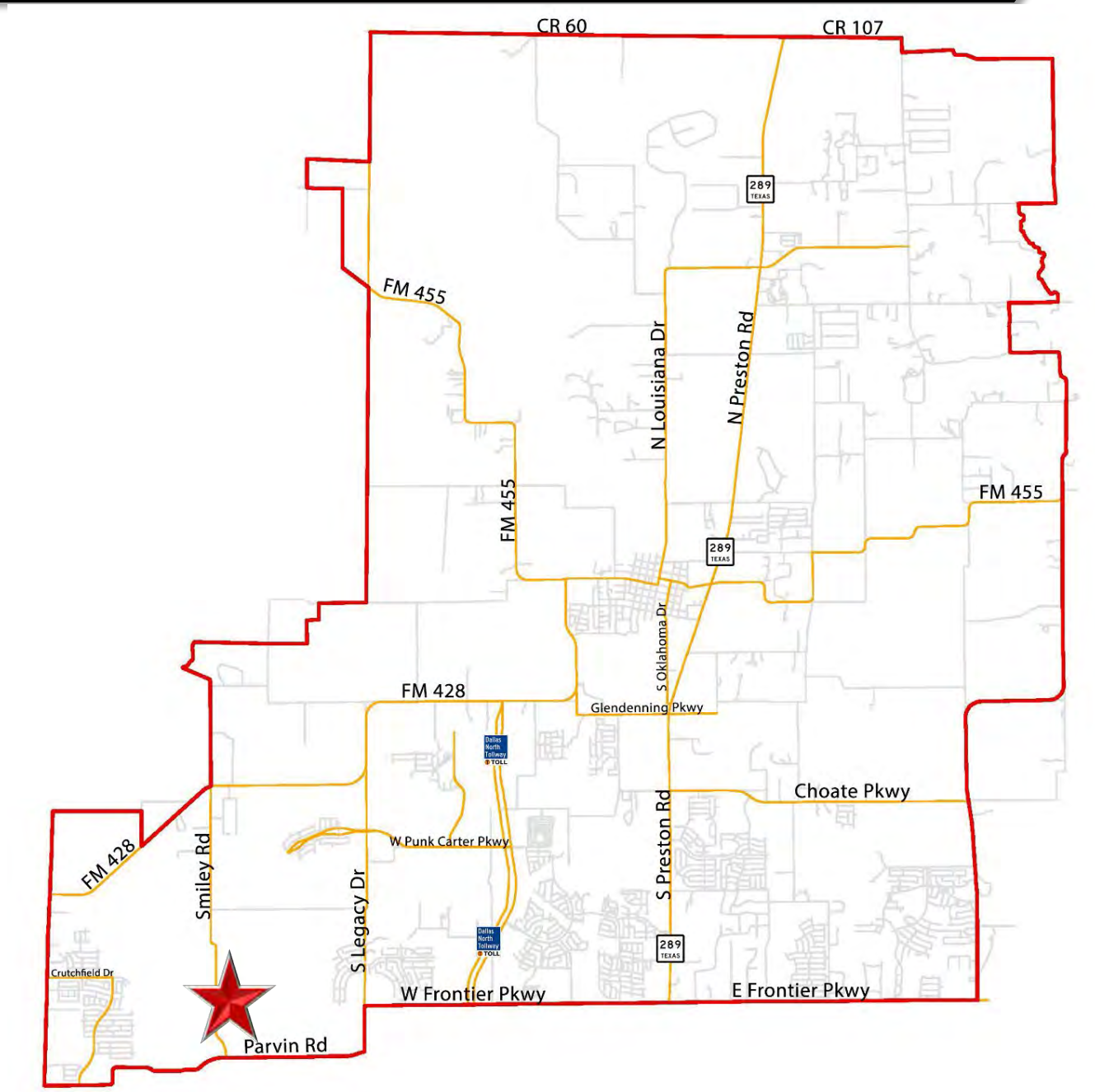
TEEL LAKES

Development Agreement

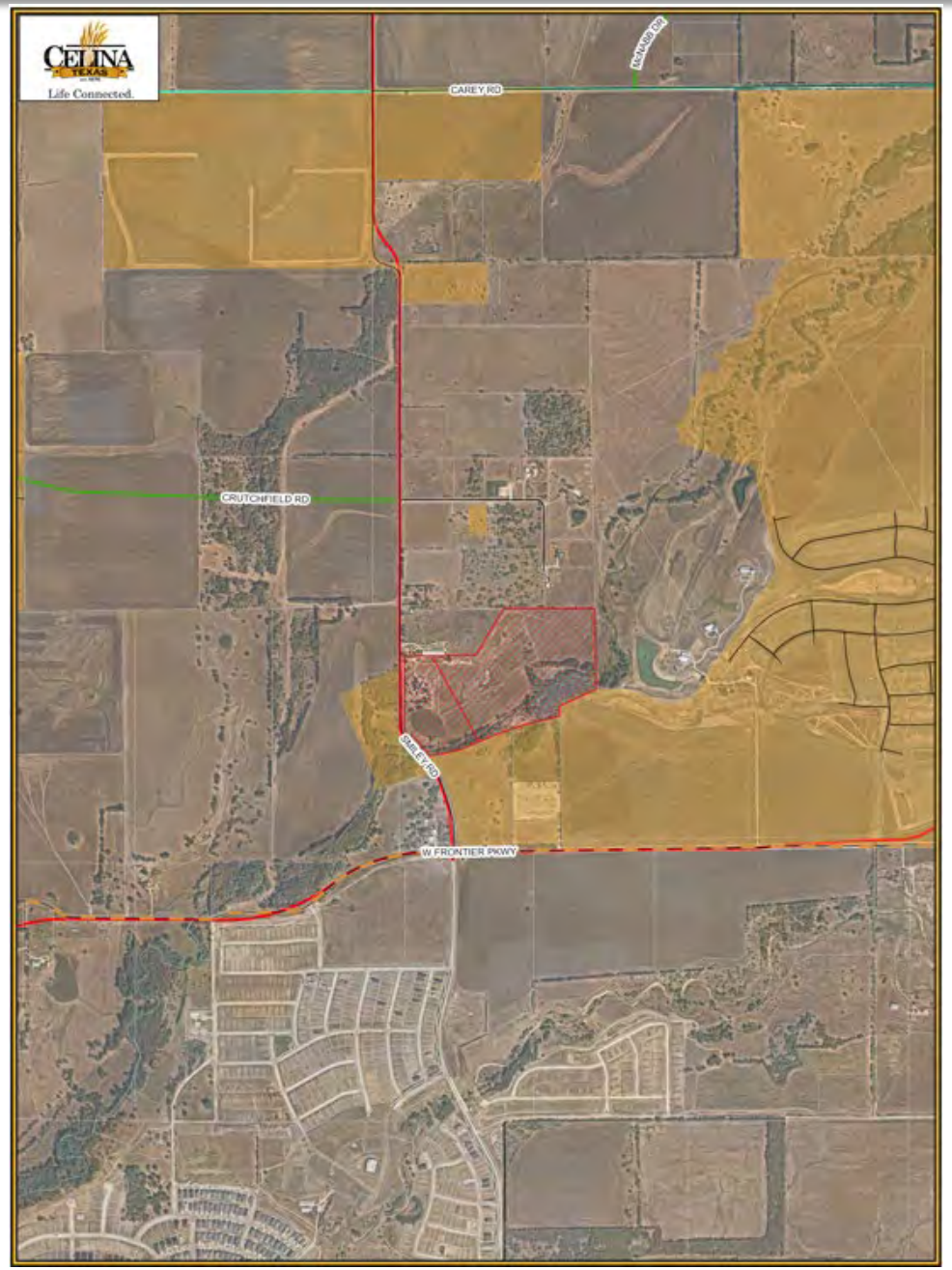
City Council
December 13, 2022



Attachment: Staff Presentation (Teel Lakes – Development Agreement)



Attachment: Staff Presentation (Teel Lakes – Development Agreement)



LOCATION MAP

The subject property is generally located east of Smiley Road and approximately 965 feet north of Parvin Road.

Attachment: Staff Presentation (Teel Lakes – Development Agreement)

BACKGROUND

- The subject property is approximately 47 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- No pre-annexation agreement exists on the property
- The Development Agreement will outline the future annexation and zoning for the property

Attachment: Staff Presentation (Teel Lakes – Development Agreement)

PROJECT OVERVIEW

- The property has significant flood plain, making development challenging
- The Agreement contemplates:
- A minimum of 3 acres of commercial along the frontage of Smiley Road
- Maximum 250 units of MF-O, MF-2, or MF-3
- Maximum 200 units of townhomes (with alley)

- *Please note that the concept plan does not include any entitlement to the conceptual layout.*
- *Concept plans are for illustrative purposes only.*

Attachment: Staff Presentation (Teel Lakes – Development Agreement)

POLICY CONSIDERATIONS

- The DA will bring an additional 47 acres into the City Limits
- City standards will apply
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations
- The proposed land uses are already allowed in the County, and could develop today with unregulated standards, absent this agreement

Attachment: Staff Presentation (Teel Lakes – Development Agreement)

P&Z PUBLIC HEARING

- The owner provided a history of the tract and further described the request and his desire to partner with the City and not work in opposition to the City

Attachment: Staff Presentation (Teel Lakes – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its November 15th regular meeting
- Staff recommends approval of the proposed DA as presented

Attachment: Staff Presentation (Teel Lakes – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Teel Lakes, LLC, a Texas limited liability company (the "Developer") 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 Developer 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, the Developer owns approximately 46.707acres of land, generally located at the southeast corner of Smiley Road and to the north of Parvin Road, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Denton County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, the Developer intends to develop the Property as a planned development with residential and commercial uses (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 attached hereto as **Exhibit C** (the "Concept Plan") and the development standards attached hereto as **Exhibit D** (the "Development Standards; and

WHEREAS, the Developer 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 Developer'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 capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

WHEREAS, the City holds the certificates of convenience and necessity (the "CCNs") 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 Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway 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 increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"), as amended; and

WHEREAS, the City and the Developer 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 Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

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.

Bank Qualified Debt Fee is defined in Section 7.2(a).

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

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.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

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 2.3.

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.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

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).

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 Developer 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 Developer 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 Developer shall, either by plat or by deed, within ninety (90) days of the City's written request, dedicate the right-of-way, in locations agreed upon by the Developer and the City, for thoroughfares, roads, streets, and alleys, including but not limited to, along Smiley Road.

(c) Roadway Improvements by Developer. As required by the City Regulations, Developer shall, at its sole cost and expense, design and construct all roadway Onsite Public Improvements required by City Regulations and needed to serve the Development at no cost to the City, and prior to the City's issuance of the first certificate of occupancy for the Property, the Developer shall provide, or cause to be provided, asphalt improvements to Smiley Road adjacent to the Property that are acceptable to the City (the "Roadway Improvements").

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

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 Developer 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 Developer, 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 Developer or the Developer'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 Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer 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 Developer 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 Developer 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

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

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 Developer 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 Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer 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 by a homeowner's association 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 Developer 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.

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3.2 Plat. The Developer 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 Developer 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, Developer 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 capital recovery fees being reduced and impact fees being waived for the Property, Developer 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.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

3.6 Amenity Centers. Developer shall construct the amenity center(s) described on **Exhibit D.** Completion of the amenity center 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 100th building permit for a single family home within the Development.

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3.7 Open Space and Trails. A portion of the Property shall be developed as open space as generally shown on the Concept Plan. The open space will be developed in phases 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, a twelve (12) foot wide trail, at mutually agreed upon locations, and as generally shown on the Concept Plan.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Residential Fees Altered. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged for single-family development against the Property other than: (i) park fees in an amount not exceeding $1,500 per residential dwelling unit; (ii) technology fees in an amount not to exceed $500 per residential dwelling unit; (iii) roadway capital fees of $3,000 per residential dwelling unit; (iv) water capital fees of $3,000 per residential dwelling unit; and (v) wastewater capital fees of $3,000 per residential dwelling unit. Water, roadway, and wastewater capital fees shall each escalate by an additional $500 per residential dwelling unit upon reaching the five-year anniversary of the Effective Date, and again upon each next succeeding five-year anniversary. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) Commercial and Multifamily Fees. The Property will be subject to those fees and charges that are applicable at the time of building permit for the commercial and multifamily portions of the Development that are charged pursuant to City Regulations.

(c) Tree Mitigation Fees. The Property shall be subject to such tree mitigation fees and charges that are charged pursuant to City Regulations.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER 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 DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS

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AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'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. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER 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 DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER 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 DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL 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 DEVELOPER.

4.3 THE DEVELOPER'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/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

Attachment: Draft Agreement (Teel Lakes – Development 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 DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) THE DEVELOPER 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 DEVELOPER FOR SUCH LAND, AND THE DEVELOPER 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 DEVELOPER 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.

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, which shall be after Developer's acquisition/closing, Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer 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. Notwithstanding the foregoing, the City shall not annex any portion of the Property until the earlier of the following: (i) a building permit has been issued for development of the Property and the Developer has not filed a PID creation petition with the City, or (ii) the City approves the issuance of the first series of PID Bonds. Notwithstanding the foregoing, Developer shall submit a voluntary annexation petition to the City prior to conveying any portion of the Property to another entity not under common control with Developer. 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 Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer and to create a PID;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Developer 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, 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, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer 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 Developer 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.

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ARTICLE VII
INFRASTRUCTURE FINANCING

7.1 PID Financing. The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by the Developer, and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

(a) A PID creation petition for the Property has been submitted, or will be submitted, by the Developer to the City.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act, including but not limited to local streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to a development phases and/or planning area, will include, to the maximum extent authorized by State law, and only as requested by the Developer, one or more of the following: (i) annual payments by the City to the Developer of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 2 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of valuation; (iii) the issuance by the City of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed $15,000,000.00.

(c) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The Developer determine the PID Project Costs, and the City will prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy

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of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 2 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of the fair market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Developer to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 2 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. In certain limited circumstances, a performance bond, a letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds may be considered. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which

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is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

7.3 PID Notices. When selling any of the Property after the PID is created, the Developer shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Developer shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.1 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

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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.

8.2 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 IX
ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer 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 Developer under this Agreement, to any person or entity (an "Developer 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 Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer 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 Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer 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 Developer 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 Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer 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, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice

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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.

9.2 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.

9.3 Collateral Assignments. The Developer and Developer 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 (hereinafter defined) 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

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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.

9.4 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.

9.5 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 "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 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 X
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 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, 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") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, 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 Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

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ARTICLE XI
ADDITIONAL PROVISIONS

11.1 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.

11.2 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:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: jlaumer@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 Developer:	Attn: Alan Michlin Teel Lakes, LLC 4024 Bryn Mawr Dallas, Texas 75225 Email: lam1000@yahoo.com TEL: (469) 767-7656

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.

11.3 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

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be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 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 Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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

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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.

11.12 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
Exhibit D	Development Standards

11.13 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.

11.14 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.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer 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 Developer 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

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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 Developer. The information contained in the From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

[signatures on following pages]

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 20__.

Date: _____ **CITY OF CELINA**

By: _____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__, by Sean Terry, 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:_____

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

DEVELOPER:

TEEL LAKES, LLC,
a Texas limited liability company

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 _____, 20__, personally appeared _____, _____ of Teel Lakes, LLC, a Texas limited liability 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

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

TRACT 1 (39.672 ACRES)

FIELD NOTES TO ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE J. MCKIM SURVEY, ABSTRACT NUMBER 889 AND THE C. COPENHAVER SURVEY, ABSTRACT NUMBER 253, DENTON COUNTY, TEXAS, AND BEING PART OF A CALLED 56.465 ACRE TRACT OF LAND DESCRIBED IN DEED TO TEEL LAKES, LLC, RECORDED IN DOCUMENT NUMBER 2009-126512, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNNING AT A CAPPED IRON ROD SET FOR CORNER AT THE NORTHEAST CORNER OF SAID 56.465 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 4 OF SMILEY ACRES, AS SHOWN ON THE PLAT THEREOF RECORDED IN CABINET D, PAGE 234 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 45 MINUTES 50 SECONDS EAST, WITH THE EAST LINE OF SAID 56.465 ACRE TRACT, A DISTANCE OF 745.87 FEET TO A POINT FOR CORNER AT THE SOUTHEAST CORNER OF A 49.572 ACRE TRACT OF LAND SURVEYED UNDER MY DIRECTION AND SUPERVISION ON FEBRUARY 06, 2007, SAID POINT CALLS TO BE WITH THE CENTER OF A CREEK, HOWEVER THE CREEK HAS MOVED;

THENCE THE FOLLOWING 5 COURSES WITH THE SOUTH LINE OF SAID 49.572 ACRE TRACT OF LAND;

1.) NORTH 87 DEGREES 25 MINUTES 36 SECONDS WEST, A DISTANCE OF 390.22 FEET TO A POINT FOR CORNER;
2.) SOUTH 50 DEGREES 17 MINUTES 45 SECONDS WEST, A DISTANCE OF 275.54 FEET TO A POINT FOR CORNER;
3.) SOUTH 64 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 128.74 FEET TO A POINT FOR CORNER;
4.) SOUTH 48 DEGREES 54 MINUTES 26 SECONDS WEST, A DISTANCE OF 268.85 FEET TO A POINT FOR CORNER;
5.) SOUTH 74 DEGREES 51 MINUTES 52 SECONDS WEST, A DISTANCE OF 94.79 FEET TO A POINT FOR CORNER

THENCE SOUTH 49 DEGREES 30 MINUTES 10 SECONDS WEST, DEPARTING THE SOUTH LINE OF SAID 49.572 ACRE TRACT, A DISTANCE OF 240.84 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID 49.572 ACRE TRACT;

THENCE THE FOLLOWING 2 COURSES WITH THE SOUTHLINE OF SAID 49.572 ACRE TRACT OF LAND:

1.) SOUTH 63 DEGREES 55 MINUTES 45 SECONDS WEST, A DISTANCE OF 167.19 FEET TO A POINT FOR CORNER;
2.) SOUTH 81 DEGREES 11 MINUTES 51 SECONDS WEST, A DISTANCE OF 427.25 FEET TO A POINT FOR CORNER IN THE EAST LINE OF CALLED 0.213 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO DENTON COUNTY, AS RECORDED IN DOCUMENT NUMBER 2010-37914 OF SAID REAL PROPERTY RECORDS;

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THENCE NORTH 40 DEGREES 41 MINUTES 42 SECONDS WEST, WITH THE EAST LINE OF SAID 0.213 ACRE TRACT, A DISTANCE OF 190.21 FEET TO A METAL FENCE CORNER POST FOR CORNER AT THE NORTHEAST CORNER OF SAID 0.213 ACRE TRACT;
THENCE SOUTH 49 DEGREES 18 MINUTES 28 SECONDS WEST, WITH THE NORTH LINE OF SAID 0.213 ACRE TRACT, A DISTANCE OF 32.82 FEET TO A PK-NAIL SET IN AN ASPHALT ROADWAY UNDER APPRARENT PUBLIC USE POSTED AS SMILEY ROAD FOR CORNER IN THE WEST LINE OF SAID 56.465 ACRE TRACT AT THE NORTHWEST CORNER OF SAID 0.213 ACRE TRACT;

THENCE NORTH 10 DEGREES 48 MINUTES 52 SECONDS WEST, WITH THE WEST LINE OF SAID 56.465 ACRE TRACT, A DISTANCE OF 143.88 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE EAST LINE OF SAID SMILEY ROAD;

THENCE NORTH 00 DEGREES 43 MINUTES 27 SECONDS WEST ALONG THE EAST SIDE OF SAID SMILEY ROAD AND THE WEST LINE SAID 56.465 ACRE TRACT, A DISTANCE OF 702.37 FEET TO A CAPPED IRON ROD SET FOR CORNER AT THE SOUTHWEST CORNER OF A CALLED 10.000 ACRE TRACT OF LAND DESCRIBED IIN THE DEED TO DSPARK TEXAS INVESTEMENTS, LLC, AS RECORDED IN DOCUMENT NUMBER 2018-79060 OF SAID REAL PROPERTY RECORDS;

THENCE NORTH 89 DEGREES 27 MINUTES 34 SECONDS EAST, WITH THE SOUTH LINE OF SAID 10.000 ACRE TRACT, A DISTANCE OF 744.50 FEET TO A CAPPED IRON ROD SET FOR CORNER AT THE SOUTHEAST CORNER OF SAID 10.000 ACRE TRACT;

THENCE NORTH 30 DEGREES 24 MINUTES 25 SECONDS EAST, WITH THE EAST LINE OF SAID 10.000 ACRE TRACT, A DISTANCE OF 556.15 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE NORTH LINE OF SAID 56.465 ACRE TRACT AT THE NORTHEAST CORNER OF SAID 10.000 ACRE TRACT;

THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST, WITH THE NORTH LINE OF SAID 56.465 ACRE TRACT, A DISTANCE OF 916.59 FEET TO THE POINT OF BEGINNING AND ENCLOSING 39.672 ACRES OF LAND, MORE OR LESS.

TRACT 2 (7.035 ACRES)

FIELD NOTES TO ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE J. MCKIM SURVEY, ABSTRACT NUMBER 889 AND THE C. COPENHAVER SURVEY, ABSTRACT NUMBER 253,, DENTON COUNTY, TEXAS, AND BEING A PART OF A CALLED 56.465 ACRE TRACT OF LAND DESCRIBED IN DEED TO TEEL LAKES, LLC, RECORDED IN DOCUMENT NUMBER 2009-126512, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND ALL OF THAT CERTAIN CALLED 0.206 ACRE OF LAND DESCRIBED IN DEED TO TEEL LAKES, LLC, RECORDED IN DOCUMENT NUMBER 2010-10795, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A CAPPED IRON ROD MARKED "PRESTON TRAIL" FOUND IN THE EAST RIGHT-OF-WAY LINE OF SMILEY ROAD AND THE EAST LINE OF THAT CERTAIN CALLED 0.069 ACRE TRACT OF

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

LAND DESCRIBED N DEED TO DENTON COUNTY, RECORDED IN DOCUMENT #2010-13483, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS FOR THE NORTHWEST CORNEROF THAT CERTAIN CALLED 7.172 ACRE TRACT OF LAND DESCRIBED AS TRACT II IN DEED TO GRAYSON 164 PARTNERS, LP, RECORDED IN DOCUMENT NUMBER 2016-28645, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE SOUTHWEST CORNER OF SAID 0.206 ACRE TRACT OF LAND;

THENCE NORTH 40 DEGREES 41 MINUTES 42 SECONDS WEST, WITH THE EAST RIGHT-OF-WAY LINE OF SAID SMILEY ROAD, A DISTANCE OF 110.21 FEET TO A POINT FOR CORNER AT THE INTERSECTION OF THE EAST LINE OF THAT CERTAIN CALLED 0.213 ACRE TRACT OF LAND DESCRIBED IN DEED TO DENTON COUNTY, RECORDED IN DOCUMENT #2010-37914, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE SOUTH LINE OF A 49.572 ACRE TRACT OF LAND SURVEYED UNDER MY DIRECTION AND SUPERVISION ON FEBRUARY 06, 2007, SAID POINT CALLS TO BE WITH THE CENTER OF A CREEK, HOWEVER, THE CREEK HAS MOVED ;

THENCE THE FOLLOWING 11 COURSES AND DISTANCES WITH THE SOUTH LINE OF SAID 49.572 ACRE TRACT OF LAND;

1.) THENCE NORTH 81 DEGREES 11 MINUTES 51 SECONDS EAST, A DISTANCE OF 427.25 FEET TO A POINT FOR CORNER;

2.) THENCE NORTH 63 DEGREES 55 MINUTES 45 SECONDS EAST, A DISTANCE OF 167.19 FEET TO A POINT FOR CORNER;

3.) THENCE NORTH 09 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 50.81 FEET TO A POINT FOR CORNER;

4.) THENCE NORTH 39 DEGREES 01 MINUTES 40 SECONDS EAST, A DISTANCE OF 194.02 FEET TO A POINT FOR CORNER;

5.) THENCE SOUTH 89 DEGREES 55 MINUTES 09 SECONDS EAST, A DISTANCE OF 31.68 FEET TO A POINT FOR CORNER;

6.) THENCE SOUTH 25 DEGREES 35 MINUTES 38 SECONDS EAST, A DISTANCE OF 49.28 FEET TO A POINT FOR CORNER;

7.) THENCE NORTH 74 DEGREES 51 MINUTES 52 SECONDS EAST, A DISTANCE OF 94.49 FEET TO A POINT FOR CORNER;

8.) THENCE NORTH 48 DEGREES 54 MINUTES 26 SECONDS EAST, A DISTANCE OF 268.85 FEET TO A POINT FOR CORNER;

9.) THENCE NORTH 64 DEGREES 50 MINUTES 16 SECONDS EAST, A DISTANCE OF 128.74 FEET TO A POINT FOR CORNER;

10.) THENCE NORTH 50 DEGREES 17 MINUTES 45 SECONDS EAST, A DISTANCE OF 275.54 FEET TO A POINT FOR CORNER;

11.) THENCE SOUTH 87 DEGREES 25 MINUTES 36 SECONDS EAST, A DISTANCE OF 390.22 FEET TO A POINT IN THE EAST LINE OF SAID 56.465 ACRE TRACT OF LAND AND A WEST LINE OF THAT CERTAIN TRACT OF LAND
DESCRIBED IN DEED TO MERRITT/THORNTON FARM PARTNERSHIP, LP, RECORDED IN DOCUMENT NUMBER 99-R0096579, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS FOR THE NORTHEAST CORNER OF SAID TRACT
HEREIN DESCRIBED;

THENCE SOUTH 00 DEGREES 45 MINUTES 50 SECONDS EAST, WITH THE EAST LINE OF SAID 56.465 ACRE TRACT OF LAND AND A WEST LINE OF SAID MERRITT TRACT, A DISTANCE OF 82.34 FEET TO A CAPPED IRON ROD SET FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID 56.465 ACRE TRACT OF LAND AND THE MOST EASTERLY SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

THENCE SOUTH 64 DEGREES 23 MINUTES 05 SECONDS WEST, WITH A SOUTH LINE OF SAID 56.465 ACRE TRACT OF LAND AND A NORTH LINE OF SAID MERRITT TRACT, A DISTANCE OF 414.68 FEET TO A CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF SAID MERRITT TRACT;

THENCE SOUTH 02 DEGREES 12 MINUTES 26 SECONDS EAST, WITH AN EAST LINE OF SAID 56.465 ACRE TRACT OF LAND AND THE WEST LINE OF SAID MERRITT TRACT, A DISTANCE OF 107.25 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THAT CERTAIN CALLED 15.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRUCE MUNGIGUERRA AND WIFE, ELEONORE MUNGIGUERRA, RECORDED IN VOLUME 981, PAGE 234, DEED RECORDS, DENTON COUNTY, TEXAS, THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 56.465 ACRE TRACT OF LAND AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 75 DEGREES 52 MINUTES 44 SECONDS WEST, WITH THE SOUTH LINE OF SAID 56.465 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID 15.000 ACRE TRACT OF LAND, A DISTANCE OF 390.78 FEET TO A WOOD FENCE CORNER POST FOUND FOR CORNER;

THENCE SOUTH 69 DEGREES 32 MINUTES 10 SECONDS WEST, CONTINUING WITH THE SOUTH LINE OF SAID 56.465 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID 15.000 ACRE TRACT OF LAND, A DISTANCE OF 108.25 FEET TO A CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF SAID 15.000 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF SAID 0.206 ACRE TRACT OF LAND;

THENCE SOUTH 00 DEGREES 52 MINUTES 48 SECONDS EAST, WITH THE WEST LINE OF SAID 15.000 ACRE TRACT OF LAND AND THE EAST LINE OF SAID 0.206 ACRE TRACT OF LAND, A DISTANCE OF 10.62 FEET TO A CAPPED IRON ROD MARKED "PRESTON TRAIL" FOUND FOR THE SOUTHEAST CORNER THEREOF AND THE NORTHEAST CORNER OF SAID 7.172 ACRE TRACT OF LAND;

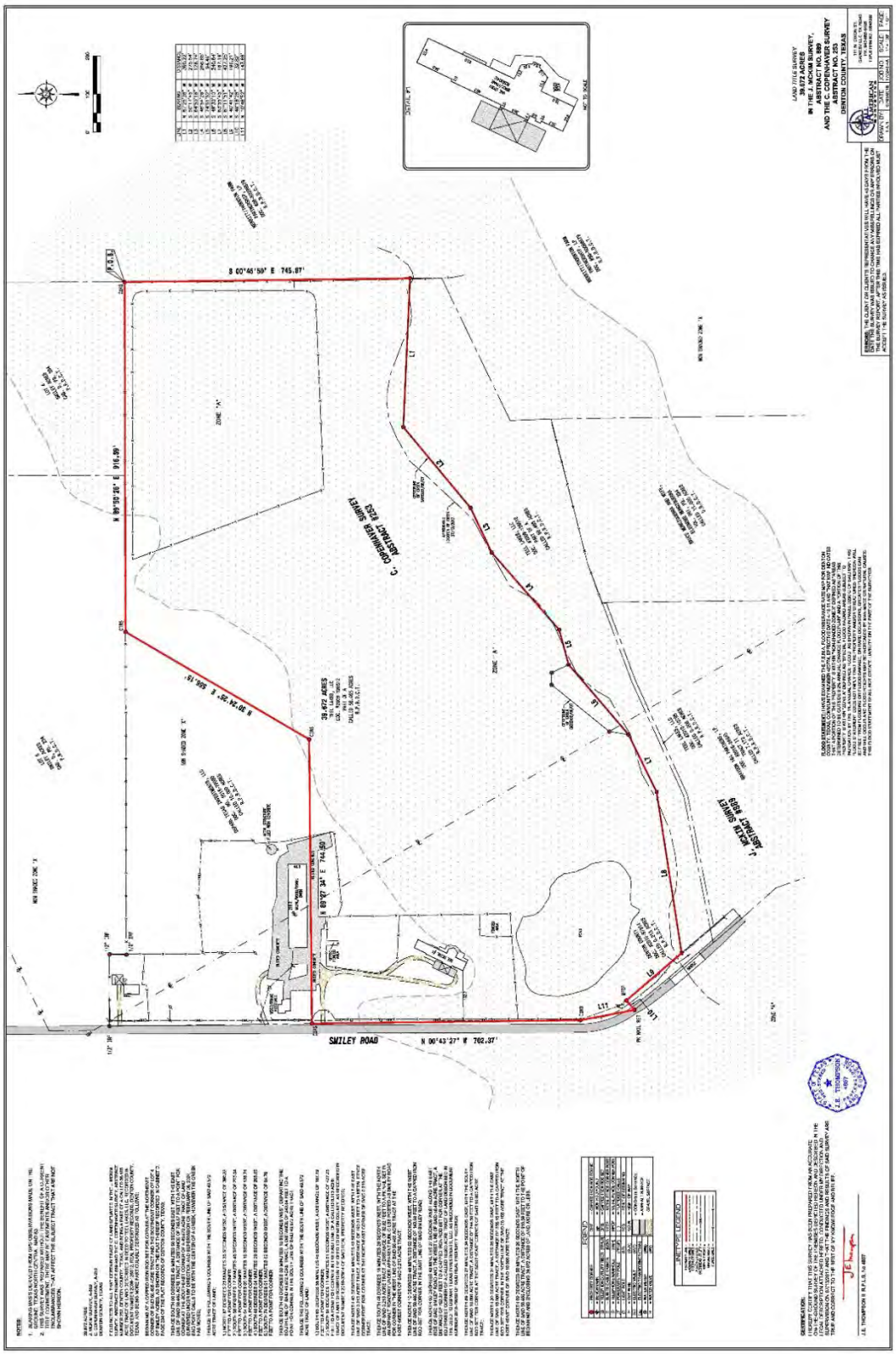
THENCE SOUTH 69 DEGREES 27 MINUTES 32 SECONDS WEST, WITH THE SOUTH LINE OF SAID 0.206 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID 7.172 ACRE TRACT OF LAND, A DISTANCE OF 218.69 FEET TO A CAPPED IRON ROD MARKED "PRESTON TRAIL" FOUND FOR CORNER;

THENCE SOUTH 65 DEGREES 37 MINUTES 38 SECONDS WEST, CONTINUING WITH THE SOUTH LINE OF SAID 0.206 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID 7.172 ACRE TRACT OF LAND, A DISTANCE OF 329.34 FEET TO A CAPPED IRON ROD MARKED "PRESTON TRAIL" FOND FOR CORNER;

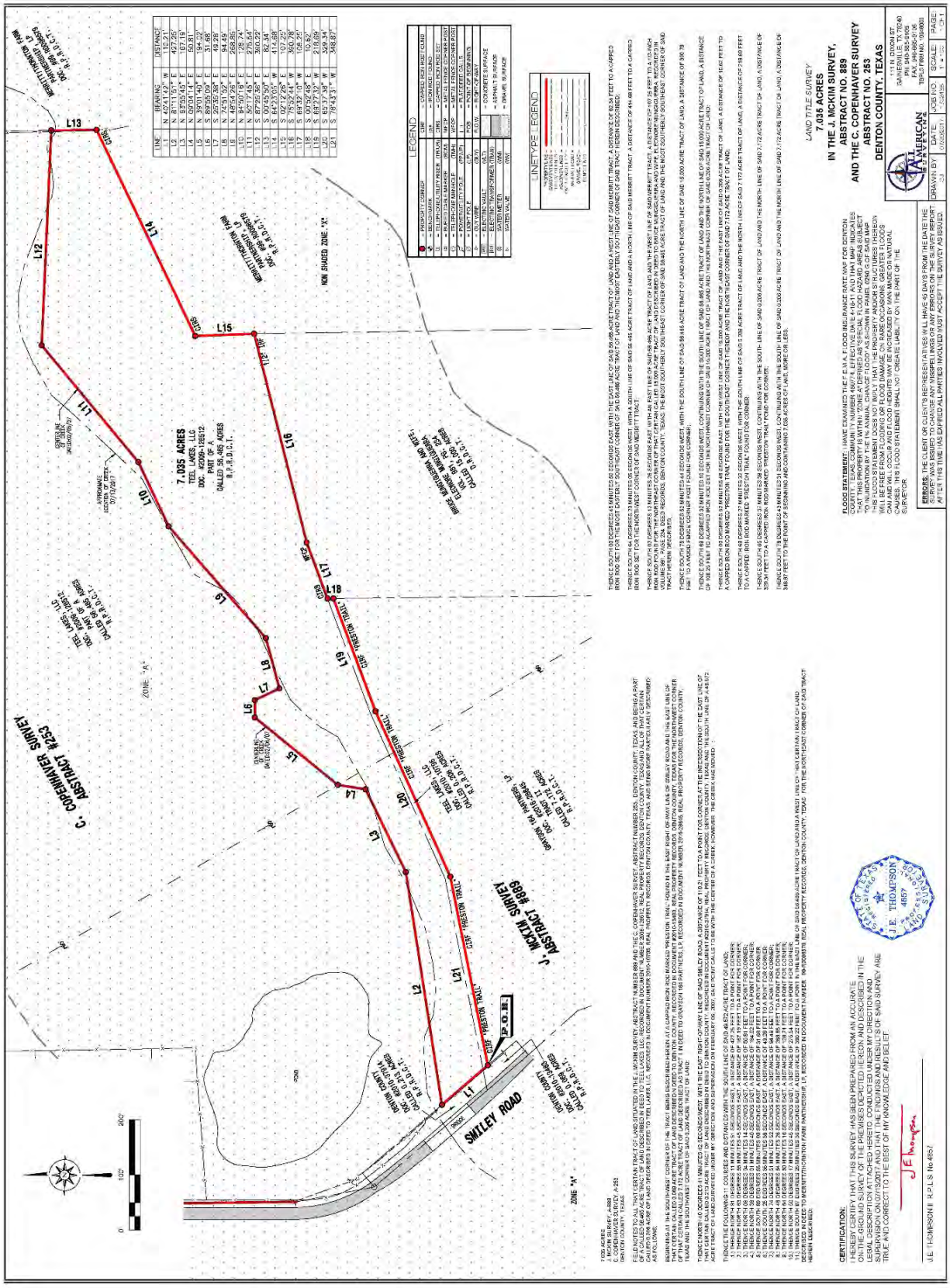
THENCE SOUTH 78 DEGREES 43 MINUTES 31 SECONDS WEST, CONTINUING WITH THE SOUTH LINE OF SAID 0.206 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID 7.172 ACRE TRACT OF LAND, A DISTANCE OF 348.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.035 ACRES OF LAND, MORE OR LESS.

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERTY



Attachment: Draft Agreement (Teel Lakes – Development Agreement)



Attachment: Draft Agreement (Teel Lakes – Development Agreement)

EXHIBIT C
CONCEPT PLAN

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, roadway Public Infrastructure, and other area features. Minor modifications due to the final engineering and design of the project are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature.

Architecture

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, as they may be amended.

Zoning

The base zoning shall be Planned Development and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, as may be amended, except as follows:

1. Minimum 3 acres of commercial
2. Maximum 200 units of Townhome (with alley)
3. Maximum 250 units of MF-0, MF-2, or MF-3

Attachment: Draft Agreement (Teel Lakes – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Dorothy Winchester Tract - C-3 Expedited Annexation

Action Requested:
Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 24 acres, generally located at the northwest corner Preston Road and future Legacy Drive, within the Extraterritorial Jurisdiction (ETJ). (Dorothy Winchester Tract – C-3 Expedited Annexation) (McAfee)

Applicant:
KFM Engineering & Design
3501 Olympus Drive, Suite 100
Coppell, TX 75219

Background Information:
This item is for the annexation of approximately 24 acres, generally located at the northwest corner Preston Road and future Legacy Drive. Please refer to the attached documents as well as the associated annexation service agreement and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.

CARL DARNALL PKWY
N COIT RD
N LEGACY DR
N PRESTON RD
N LEGACY DR
N COIT RD
ROBINSON DR
N COIT RD
E G A MOORE PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Dorothy Winchester Tract
Location Map
City of Celina

11/1/2022

N W E S

0 500 1,000 Feet

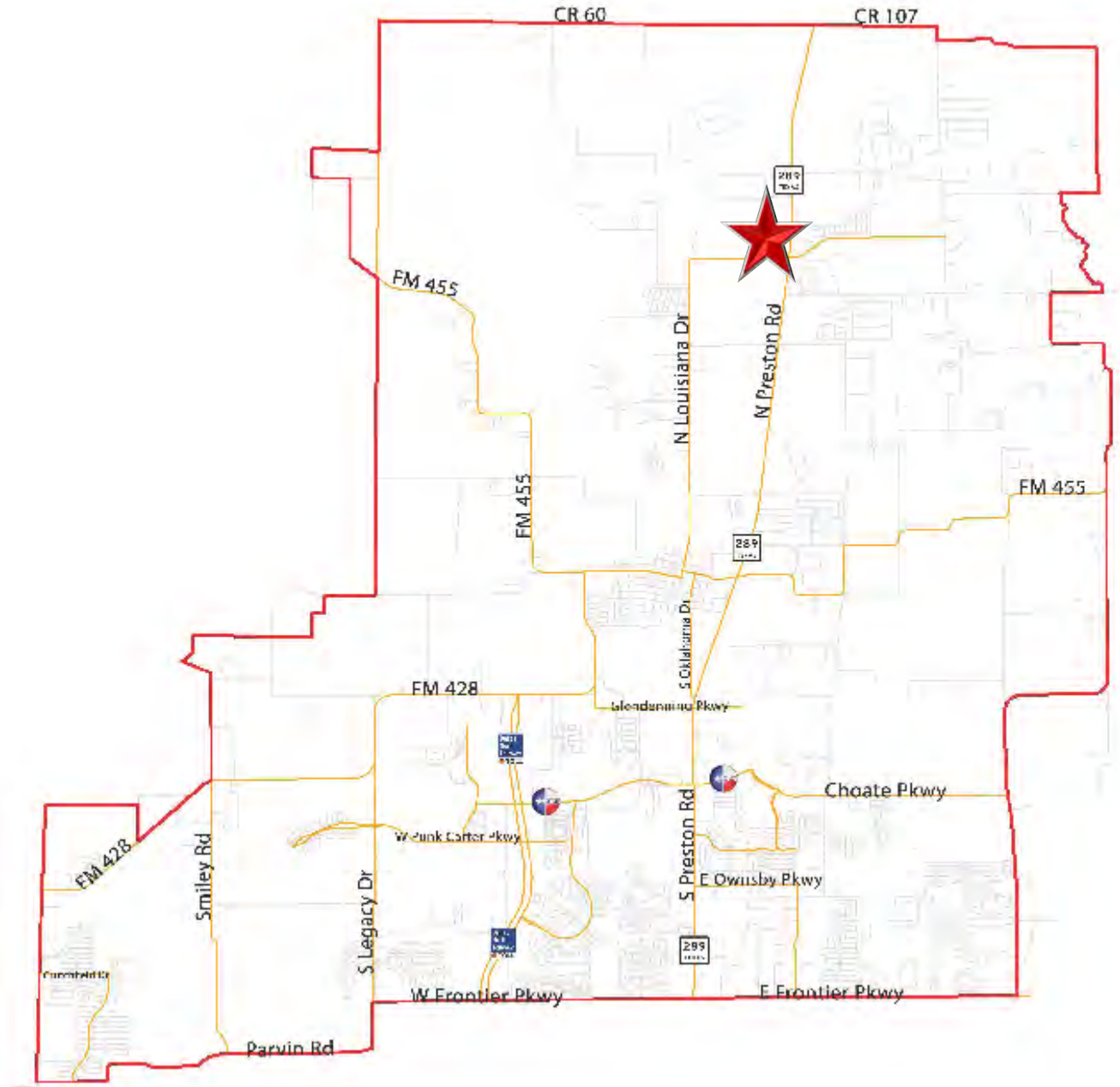
Attachment: Location Map (Dorothy Winchester Tract – C-3 Expedited Annexation)

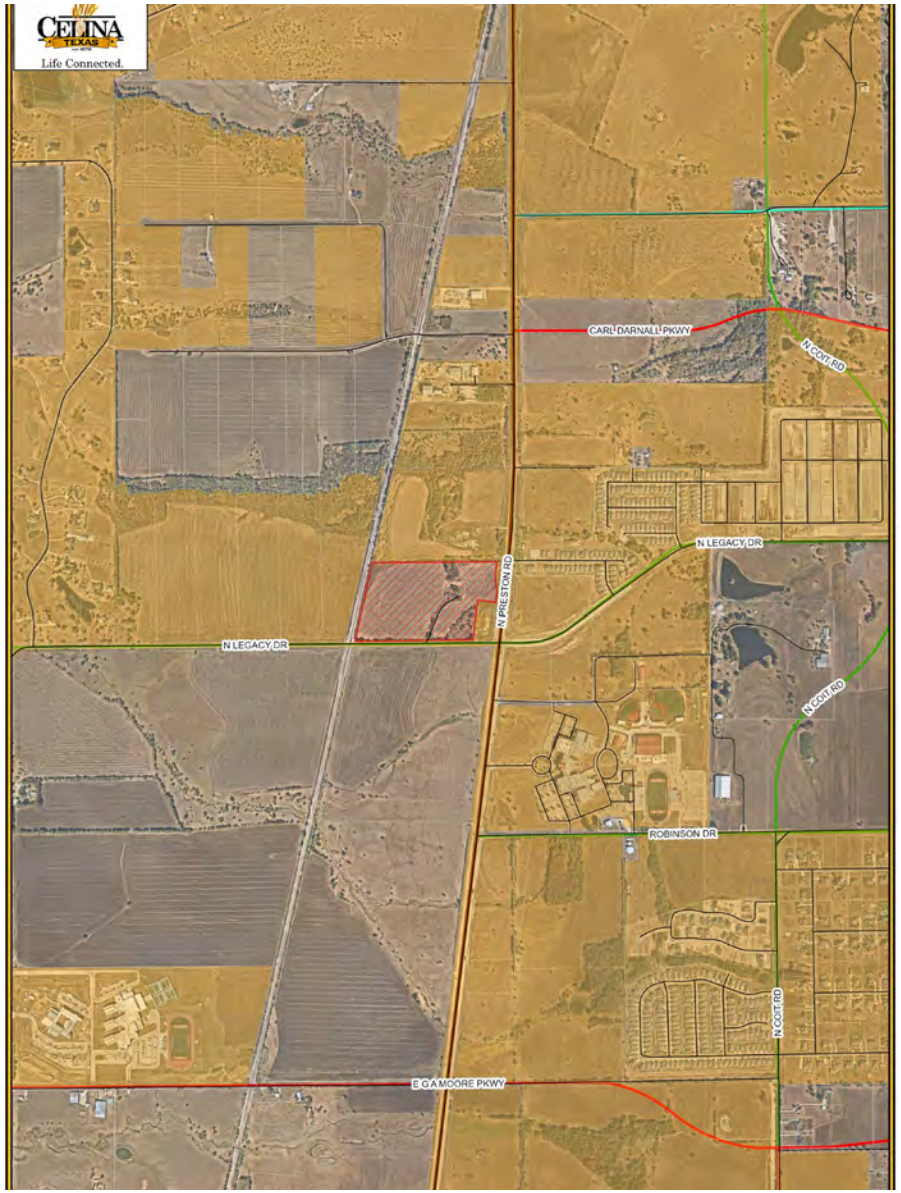
DOROTHY WINCHESTER TRACT

Annexation & Zoning

City Council
December 13, 2022

Attachment: Staff Presentation (Dorothy Winchester Tract – C-3 Expedited Annexation)


CR 60
CR 107
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
FM 428
Choate Pkwy
S Preston Rd
E Owensby Pkwy
FM 428
Smiley Rd
S Legacy Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located at the northwest corner of Legacy Drive and Preston Road.

Attachment: Staff Presentation (Dorothy Winchester Tract – C-3 Expedited Annexation)

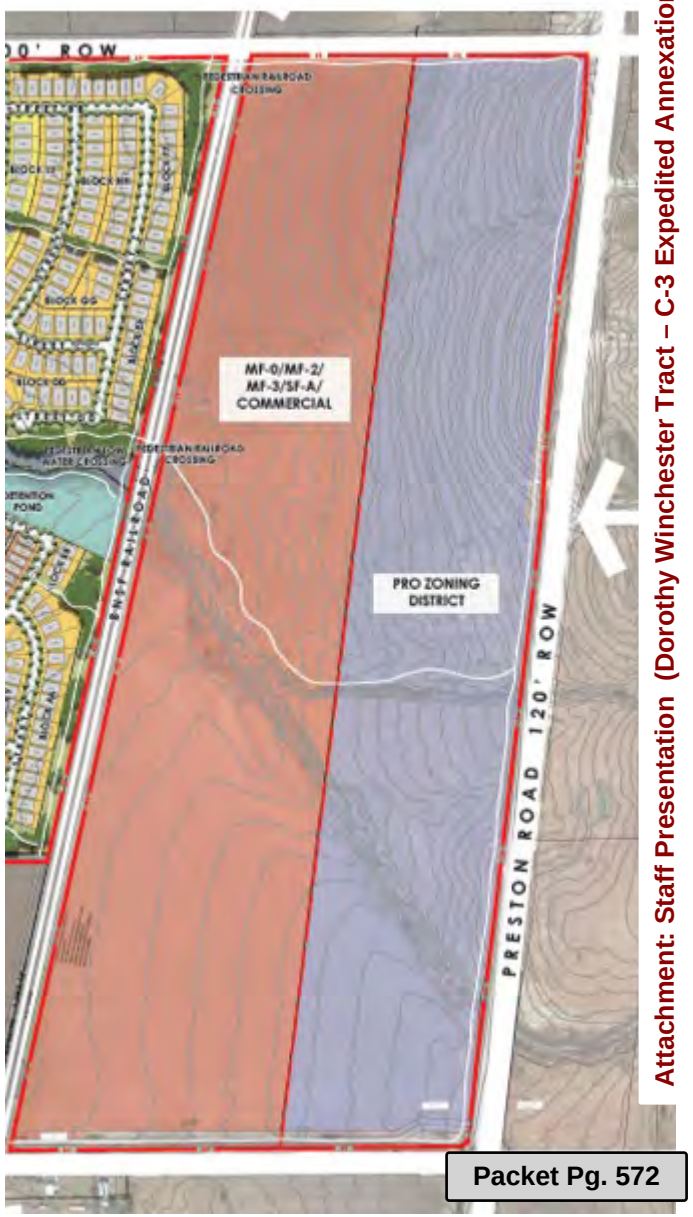
BACKGROUND

- The subject property is approximately 24 acres and within the Extraterritorial Jurisdiction (ETJ)
- No pre-annexation agreement exists for the property
- The applicant is proposing to zone the front half of the property to Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO); and the back half of the property (adjacent to the railroad tracks) Multi-Family, Urban Edge District (MF-2) and to voluntarily annex into City Limits

Attachment: Staff Presentation (Dorothy Winchester Tract – C-3 Expedited Annexation)

PROJECT OVERVIEW

- The Hubbard Trust, immediately south of the subject property, recently had a Development Agreement approved for it's future zoning
- The DA for the Hubbard Trust property allows for unlimited Commercial development for the first 750' adjacent to Preston Road
- The DA for the Hubbard Trust property also allows for Multi-Family uses from the 750' to the railroad



Attachment: Staff Presentation (Dorothy Winchester Tract – C-3 Expedited Annexation)

CONCEPT PLAN:

- The first 750' adjacent to Preston Road must be reserved for Commercial
- The back ½ of the property can develop as Multi-Family-2 Urban Edge

Concept plans are for illustrative purposes only.

Attachment: Staff Presentation (Dorothy Winchester Tract – C-3 Expedited Annexation)

POLICY CONSIDERATIONS

- The property owner is voluntarily annexing into City Limits, which positively contributes to the tax base
- City standards will apply to any future development
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations
- The zoning that is being requested is not inappropriate for being at the corner of two future 6-lane thoroughfares, and it is also following the development pattern to the south

Attachment: Staff Presentation (Dorothy Winchester Tract – C-3 Expedited Annexation)

P&Z PUBLIC HEARING

- There were no speakers at the public hearing

Attachment: Staff Presentation (Dorothy Winchester Tract – C-3 Expedited Annexation)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (6-0) at its regular meeting in November
- Staff recommends approval as presented

Attachment: Staff Presentation (Dorothy Winchester Tract – C-3 Expedited Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
DOROTHY WINCHESTER TRACT C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 24 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED AT THE NORTHWEST CORNER OF PRESTON ROAD AND FUTURE LEGACY DRIVE, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the ("City"); and

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 13th day of December, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 28th day of November, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (Dorothy Winchester Tract – C-3 Expedited Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are

Attachment: Draft Ordinance (Dorothy Winchester Tract – C-3 Expedited Annexation)

inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 13th day of December, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Dorothy Winchester Tract – C-3 Expedited Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

LEGAL DESCRIPTION

BEING all that certain called 24.0454 acre tract of land in the MEP and PRR Co. Survey, Abstract No. 653, Collin County, Texas, described as a called 24.0454 acre tract in the deed to Dorothy M. Winchester, as recorded in County Clerk's Instrument Number 20160223000206300, of the Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the Southwest corner of said 24.0454 acre tract, in the East right-of-way line of St. Louis & San Francisco Railroad, and in the North line of Carthage Road;

THENCE N12°30'00"E, a distance of 840.75 feet to a point for corner;

THENCE N89°44'09"E, a distance of 1343.55 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right, having a central angle of 00°56'35", a radius of 11391.16 feet and a chord that bears S06°36'40"W, a distance of 187.48 feet to a point for corner at the end of said curve;

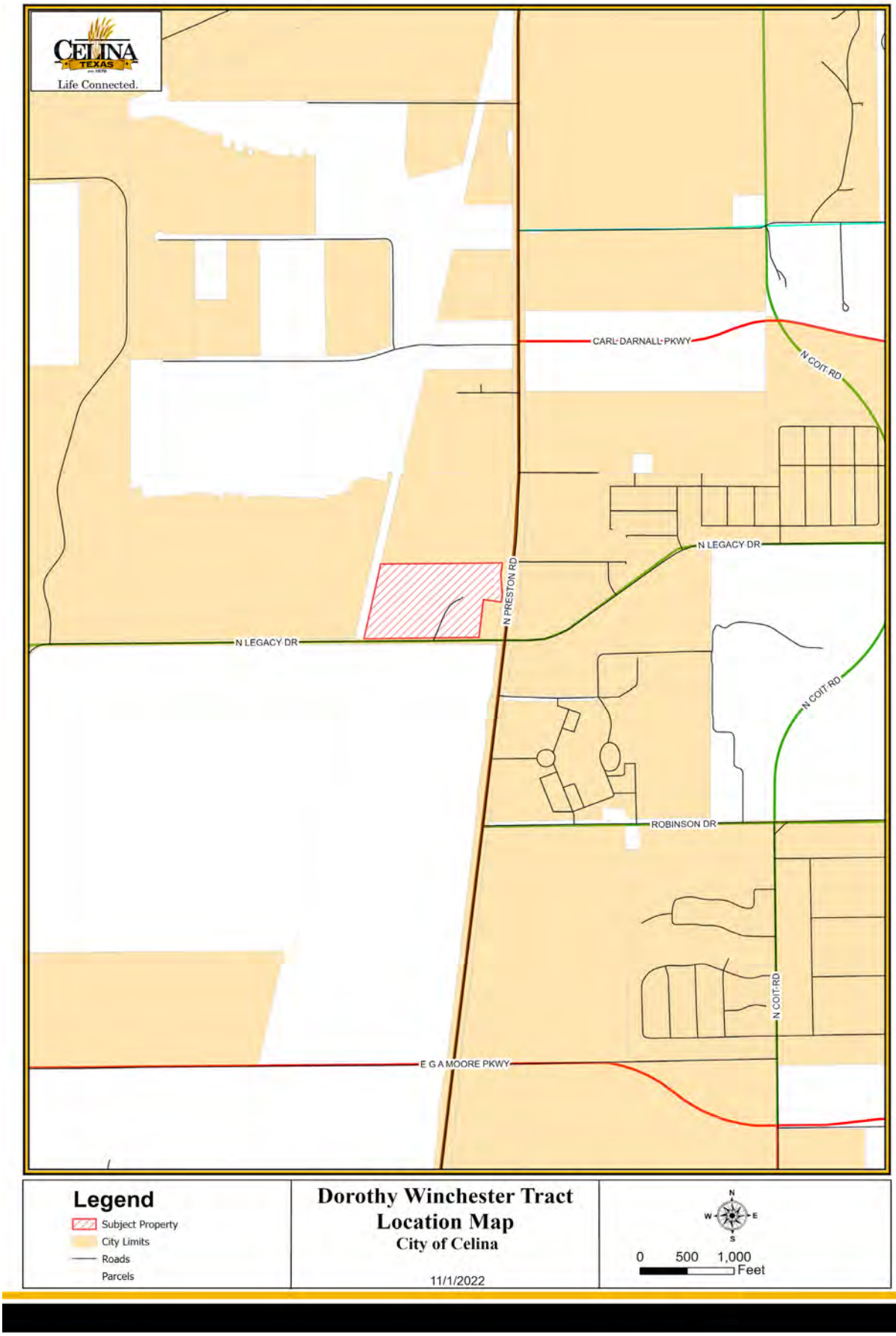
THENCE S07°10'55"W, a distance of 245.17 feet to a point for corner;

THENCE N83°02'06"W, a distance of 208.19 feet to a point for corner;

THENCE S06°54'06"W, a distance of 414.35 feet to a point for corner;

THENCE S89°27'42"W, a distance of 1216.88 feet to the POINT OF BEGINNING and containing 24.045 acres of land.

Attachment: Draft Ordinance (Dorothy Winchester Tract – C-3 Expedited Annexation)



Attachment: Draft Ordinance (Dorothy Winchester Tract – C-3 Expedited Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (Dorothy Winchester Tract – C-3 Expedited Annexation)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

Attachment: Draft Ordinance (Dorothy Winchester Tract – C-3 Expedited Annexation)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

Attachment: Draft Ordinance (Dorothy Winchester Tract – C-3 Expedited Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

Attachment: Draft Ordinance (Dorothy Winchester Tract – C-3 Expedited Annexation)

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Attachment: Draft Ordinance (Dorothy Winchester Tract – C-3 Expedited Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Dorothy Winchester Tract - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 24 acres to Commercial, Office, & Retail District (C) and Multi-Family, Urban Edge District (MF-2) with the Preston Road Overlay (PRO), generally located at the northwest corner of Preston Road and future Legacy Drive. (Dorothy Winchester Tract – Zoning) (McAfee)

Background Information:
This item is for the zoning of approximately 24 acres to Commercial, Office, & Retail District (C) and Multi-Family, Urban Edge District (MF-2) with the Preston Road Overlay (PRO), generally located at the northwest corner of Preston Road and future Legacy Drive. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876
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CARL DARNALL PKWY
N COIT RD
N LEGACY DR
N PRESTON RD
N LEGACY DR
N COIT RD
ROBINSON DR
E G A MOORE PKWY
N COIT RD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Dorothy Winchester Tract
Location Map
City of Celina

11/1/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Dorothy Winchester Tract – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
DOROTHY WINCHESTER 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 24 ACRES LOCATED IN THE MEP & PRR CO SURVEY, ABSTRACT NO. 653, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF PRESTON ROAD AND FUTURE LEGACY DRIVE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED TO COMMERCIAL, OFFICE & RETAIL DISTRICT (C) AND MULTI-FAMILY, URBAN EDGE DISTRICT (MF-2) WITH THE PRESTON ROAD OVERLAY (PRO); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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 Concept Plan, set forth in Exhibit "C", attached hereto and incorporated herein, define the base zoning districts.

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,

Attachment: Draft Ordinance (Dorothy Winchester Tract – Zoning)

have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety, and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as Commercial, Office & Retail District (C) with the Preston Road Overlay (PRO) and Multi-Family, Urban Edge District (MF-2).

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 Commercial, Office & Retail District (C) and Multi-Family, Urban Edge District (MF-2) with the Preston Road Overlay (PRO) (with a concept plan in Exhibit "C").

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

Attachment: Draft Ordinance (Dorothy Winchester Tract – Zoning)

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.

Attachment: Draft Ordinance (Dorothy Winchester Tract – Zoning)

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of December, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Dorothy Winchester Tract – Zoning)

Exhibit A
Legal Description

EXHIBIT 'A'

LEGAL DESCRIPTION

BEING all that certain called 24.0454 acre tract of land in the MEP and PRR Co. Survey, Abstract No. 653, Collin County, Texas, described as a called 24.0454 acre tract in the deed to Dorothy M. Winchester, as recorded in County Clerk's Instrument Number 20160223000206300, of the Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the Southwest corner of said 24.0454 acre tract, in the East right-of-way line of St. Louis & San Francisco Railroad, and in the North line of Carthage Road;

THENCE N12°30'00"E, a distance of 840.75 feet to a point for corner;

THENCE N89°44'09"E, a distance of 1343.55 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right, having a central angle of 00°55'35", a radius of 11391.16 feet and a chord that bears S06°36'40"W, a distance of 187.48 feet to a point for corner at the end of said curve;

THENCE S07°10'55"W, a distance of 245.17 feet to a point for corner;

THENCE N83°02'05"W, a distance of 209.19 feet to a point for corner;

THENCE S06°54'06"W, a distance of 414.35 feet to a point for corner;

THENCE S89°27'42"W, a distance of 1216.88 feet to the POINT OF BEGINNING and containing 24.045 acres of land.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S07°10'55"W	245.17'
L2	N83°02'05"W	209.19'
L3	S06°54'06"W	414.35'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	187.48'	11391.16'	0°56'35"	S06°39'40"W	187.48'

ZONING EXHIBIT
24.0454 ACRES
IN THE MEP & PRR CO. SURVEY
ABSTRACT NO. 653
COLLIN COUNTY, TEXAS

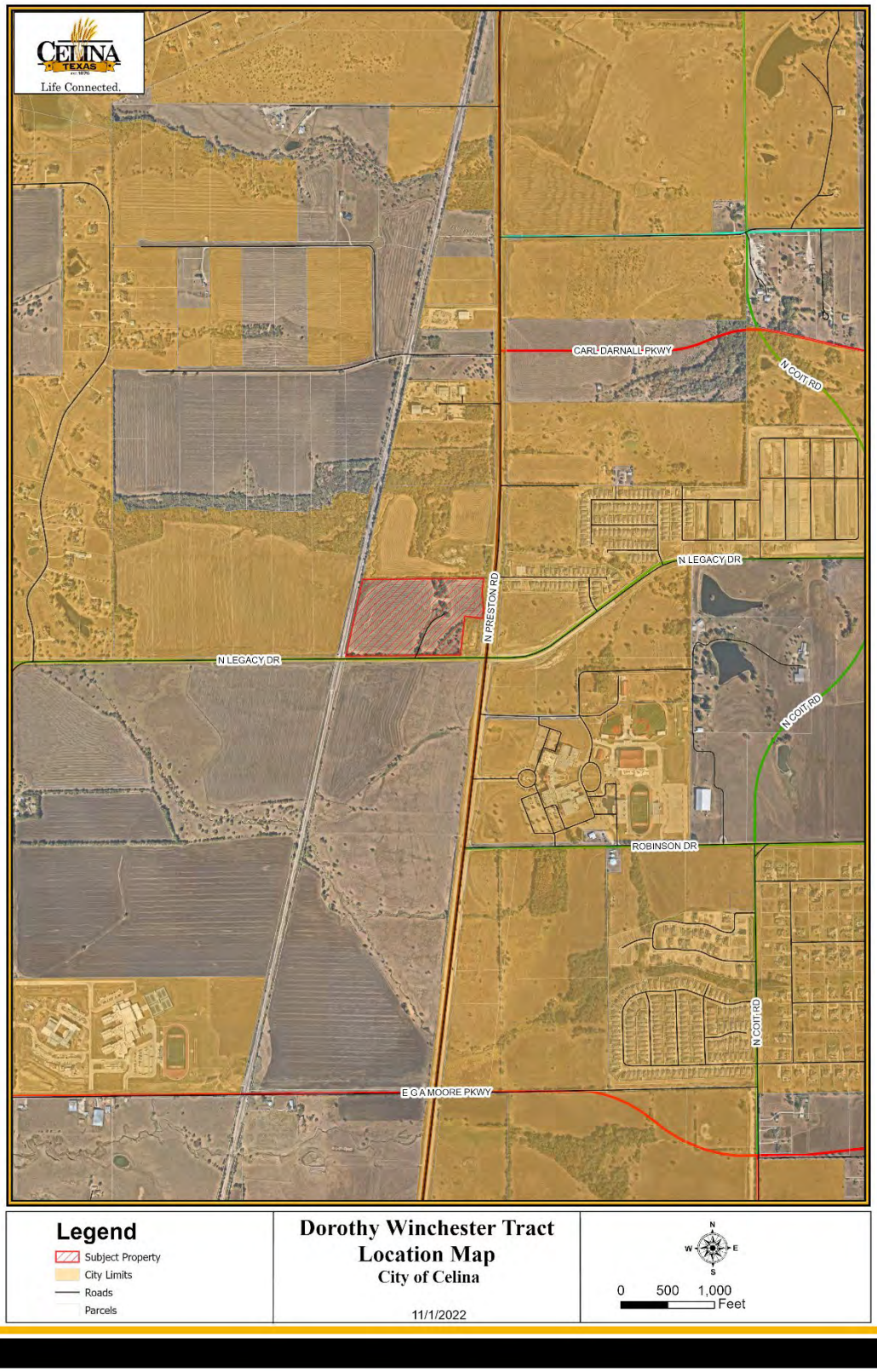
CHISHOLM TRAIL
LAND SURVEYING
TX FIRM #10194762
MICHAEL R. KERSTEN, RPLS 6677
MICHAEL@CT-LANDSURVEYING.COM
940.206.3577

KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE (469) 899-0530
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT NO. 22-0588	DRAWN BY: MM	SCALE: N/A	DATE: 10/17/2022	SHEET: 2 OF 2

Attachment: Draft Ordinance (Dorothy Winchester Tract – Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Dorothy Winchester Tract – Zoning)

Exhibit C
Concept Plan

Attachment: Draft Ordinance (Dorothy Winchester Tract – Zoning)

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Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Celina Parvin - Development Agreement

Action Requested:
Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and MM Celina Parvin 101, LLC, for approximately 102 acres of land, generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road, within the Extraterritorial Jurisdiction (ETJ). (Celina Parvin – Development Agreement) (McAfee)

Applicant:
MM Celina Parvin 101, LLC
1800 Valley View Ln., Ste. 300
Farmers Branch, TX 75234

Background:
The property is approximately 102 acres within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning for the tract in order to develop a residential neighborhood with both single-family and multi-family land uses. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
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CAREY RD
CRUTCHFIELD RD
BOTHWELL BLVD
SMILEY RD
W FRONTIER PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Celina Parvin
Location Map
City of Celina

10/25/2022

N W E S

0 500 1,000 Feet

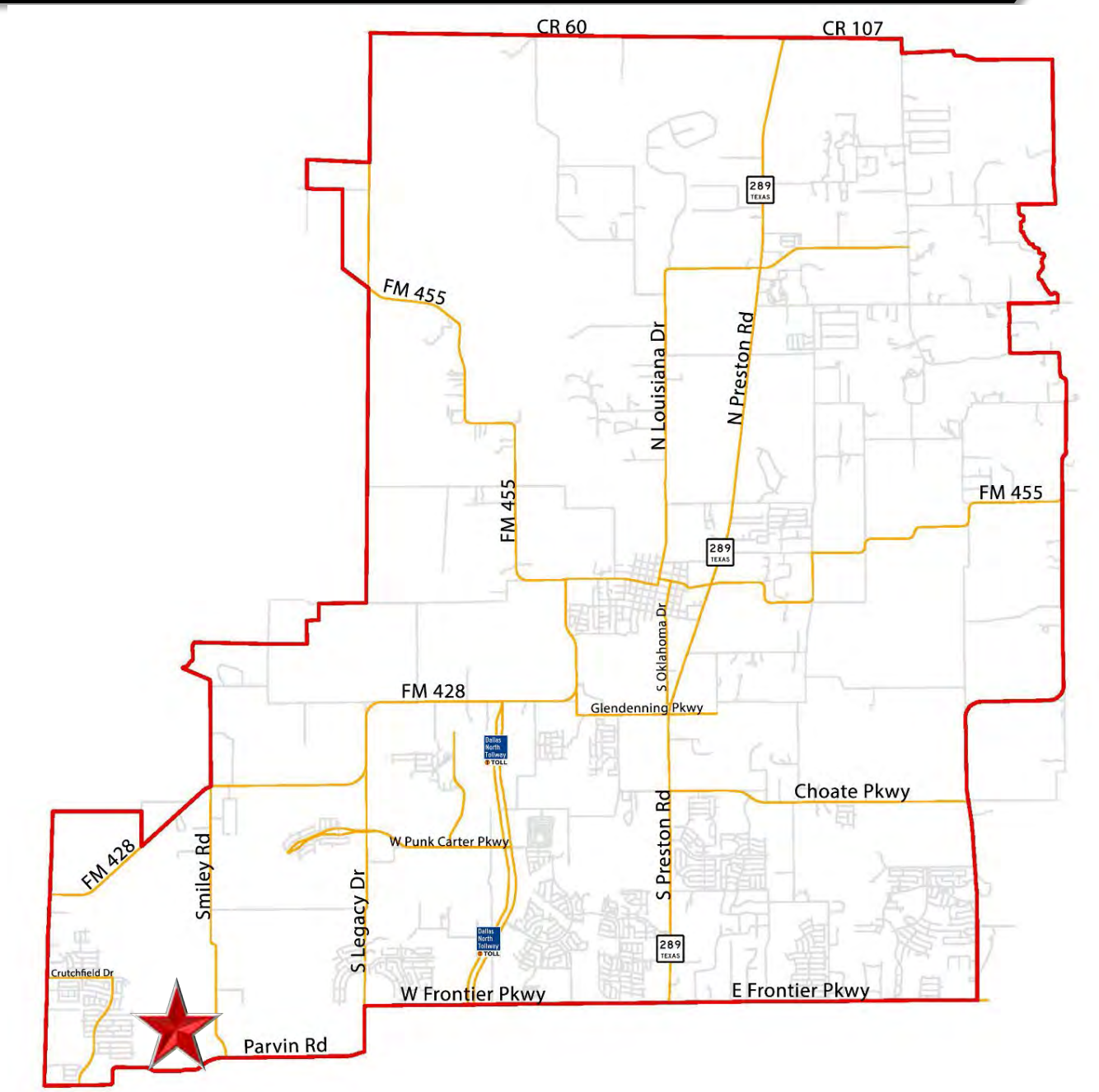
Attachment: Location Map (Celina Parvin – Development Agreement)

CELINA PARVIN

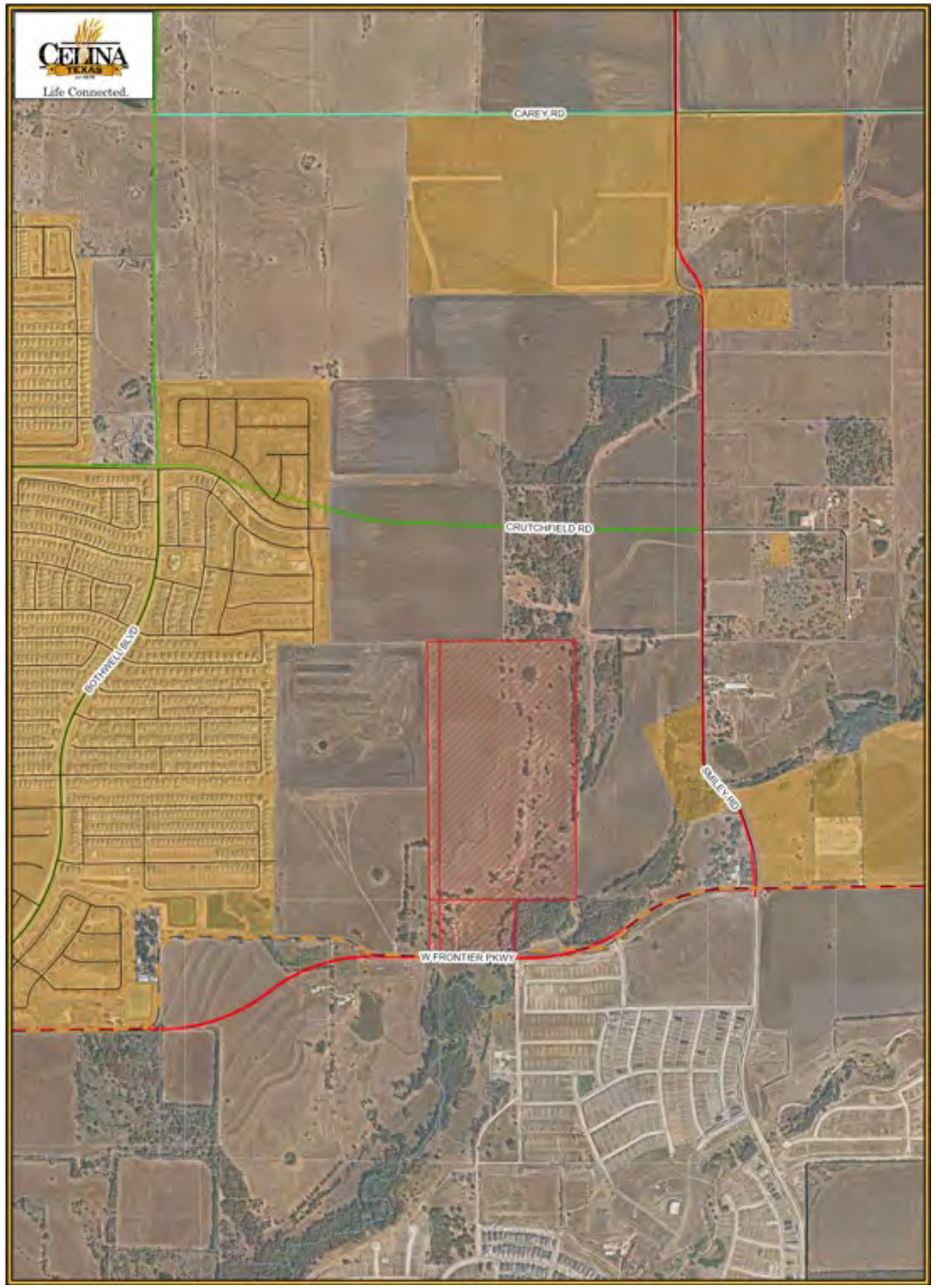
Development Agreement, Annexation & Zoning

City Council
December 13, 2022

Attachment: Staff Presentation (Celina Parvin – Development Agreement)



Attachment: Staff Presentation (Celina Parvin – Development Agreement)



LOCATION MAP

The subject property is generally located north of Parvin Road, and 2,600 feet west of Smiley Road.

Attachment: Staff Presentation (Celina Parvin – Development Agreement)

BACKGROUND

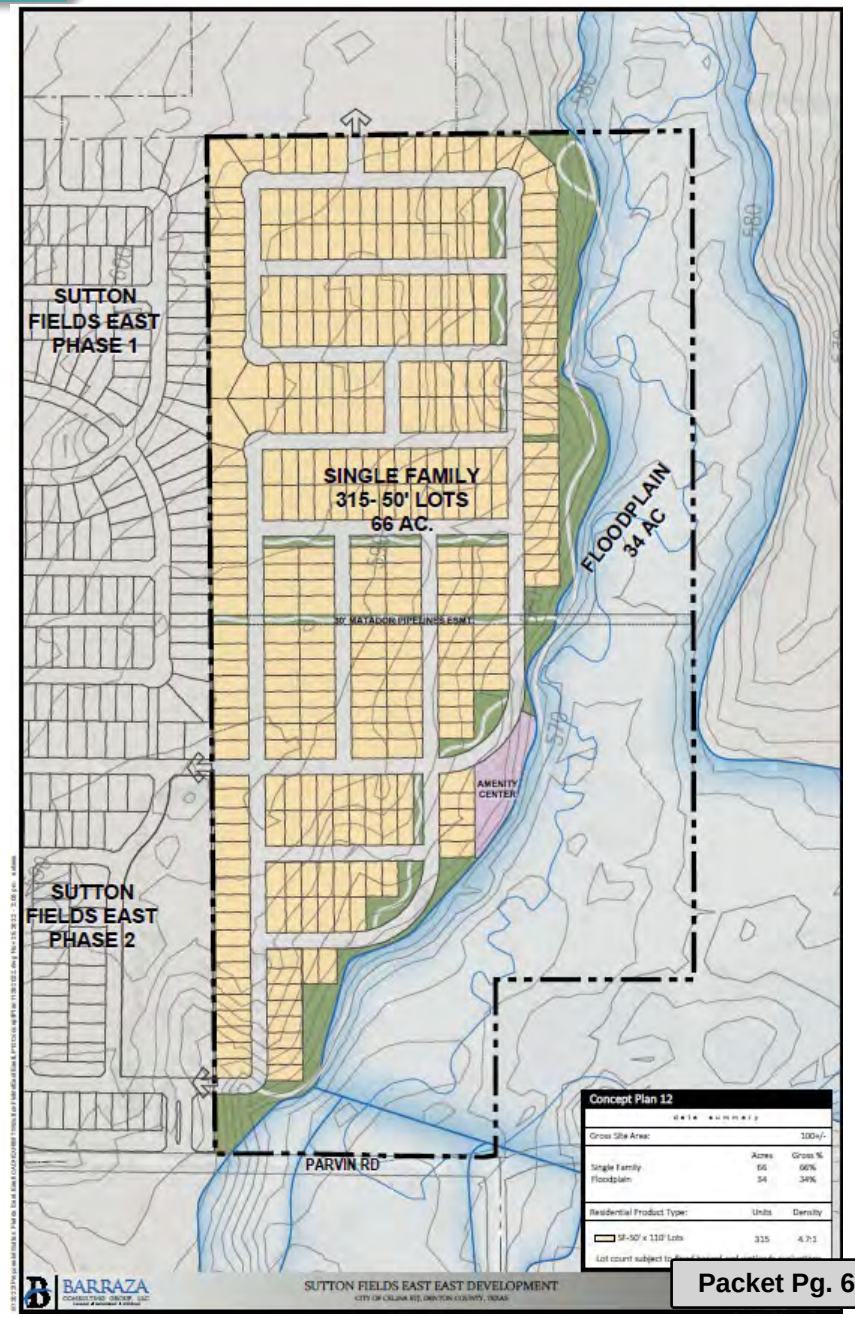
- The subject property is approximately 102 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- No pre-annexation agreement exists on the property
- The Development Agreement will outline the future annexation and zoning for the property
- Absent the DA this would be permitted in the County without development regulations; the City would still be obligated to provide services to the property meaning that City tax payers are subsidizing development within the ETJ

Attachment: Staff Presentation (Celina Parvin – Development Agreement)

PROJECT OVERVIEW

The Development Agreement and Planned Development contemplate the following land uses:

- Single-Family, Detached District (SF-R) – Maximum of 400 SF-R lots
- Single-Family, Attached District (SF-A) – Maximum of 200 rear-entry townhomes
- *The applicant removed the request for any Multi-Family allowances on the subject property following the P&Z public hearing*



Attachment: Staff Presentation (Celina Parvin – Development Agreement)

POLICY CONSIDERATIONS

- The DA will bring an additional 102 acres into the City Limits
- City standards will apply
- Perimeter right-of-way dedication and landscape buffers apply to arterial roadways
- Trails along roadways, floodplain and within any gas or power line easements
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations

Attachment: Staff Presentation (Celina Parvin – Development Agreement)

P&Z PUBLIC HEARING

- There were four speakers at the public hearing citing concerns about how multi-family would negatively impact schools and roads
- The Commission deliberated the request and unanimously recommended approval of the proposed project with a restriction to allow only single-family uses on the property with no multi-family allowances
- During the public hearing, the Commission asked if the proposed single-family land uses were problematic or concerning, and the audience indicated a support for the property being developed as a neighborhood with no multi-family

Attachment: Staff Presentation (Celina Parvin – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval of the item (with a restriction of no Multi-Family on the property) with a vote of 6-0 at its regular meeting in November
- Staff recommends approval as presented (with no multi-family)

Attachment: Staff Presentation (Celina Parvin – Development Agreement)

CELINA PARVIN DEVELOPMENT AGREEMENT

This Celina Parvin Development Agreement (this "Agreement") is entered into by and between MM Celina Parvin 101, LLC (the "Developer") 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 Developer 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, Developer is under contract to acquire from RCI Jackson 101, LLC (the "Owner") approximately 101.60 acres of land, generally located north of Parvin Road and east of the Sutton Fields East development, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Denton County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Developer intends to purchase the Property from the Owner and develop the Property as a planned development with single-family and multi-family residential uses (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 plans attached hereto as **Exhibit C** (each, in the alternative, the "Concept Plan") and the development standards attached hereto as **Exhibit D** (the "Development Standards"); and

WHEREAS, the Developer 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 Developer'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 capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

WHEREAS, Mustang Special Utility District ("Mustang") holds the certificates of convenience and necessity to provide retail water and wastewater service to the Property, and the Parties intend for Mustang 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 Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with any required offsite public 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 increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the single-family portions of the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"), as amended; and

WHEREAS, the City and the Developer 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 Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Texas Local Government Code, Chapter 43, as forth in Article VI below.

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.

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

Amenities is defined in Section 3.6(a).

Bank Qualified Debt Fee is defined in Section 7.2(a).

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 alternative concept plans as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

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 2.3.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Mustang is defined in the Recitals.

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.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the Recitals.

Parties means the Developer and the City.

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Party means the Developer or the City.

PID means a public improvement district created by the City for the benefit of the Single-Family Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

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.

ROW is defined in Section 2.1(b).

Single-Family Property is defined in Section 7.1.

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 Developer 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 Developer to the City, or Mustang, at no cost to City or Mustang. The Public Infrastructure will be installed within easements granted to the City or Mustang, as applicable, 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 Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way ("ROW") for thoroughfares, roads, streets, and alleys, including the ROW necessary for Parvin Road.

2.2 Inspections, Acceptance of Public Infrastructure.

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(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 and Mustang 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 and regulations of Mustang. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations and Mustang's regulations.

(c) No Release. The City's inspections shall not release the Developer 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 or Mustang Owned. From and after the inspection and acceptance of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City or Mustang, as applicable.

(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 Developer, 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 Developer or the Developer'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 Developer related to the Property shall meet the requirements of the applicable City Regulations. Plans and approvals required by Mustang for Water Improvements and Wastewater Improvements shall be submitted and reviewed by Mustang as required by Mustang's regulations.

2.3 Eminent Domain. The Developer 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 Developer 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 Developer 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

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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 Developer 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 Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer 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, Mustang 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 by a homeowner's association 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 Developer 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.

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3.2 Plat. The Developer 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. Notwithstanding anything herein to the contrary, the Parties agree that preliminary platting shall not be required for the development of the Property, so long as the final plat substantially conforms to the Concept Plan. As used in this Section, "substantially conforms" means it allows for the alignment of access points in the Concept Plan to change, and the lot count included in the final plat must not vary by more than ten (10%) of the lot count shown on the Concept Plan.

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 Developer 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, Developer 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 capital recovery fees being reduced and impact fees being waived for the Property, Developer 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.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

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3.6 Open Space, Trails, and Amenities.

(a) At least 10% of the Property shall be allocated as open space, which may include floodplain. The open space will be developed as depicted in the Concept Plan. Open space areas shall be maintained by a homeowners' association but shall be open to the public (excluding the Amenities, which shall be private). Open space shall be in conformance with the City's Neighborhood Vision Book. The Developer agrees to construct, a splash pad, shade structure, fire pits, sitting area, and playground (the "Amenities") and agrees to construct, donate and dedicate, at no cost to the City, the open space and trail improvements described in **Exhibit D**.

3.7 Roadway Improvements. City shall, at its sole cost and expense, construct Parvin Road as a permanent four (4) to six (6) lane road. Developer shall not be required to escrow funds for the construction of Parvin Road, however Developer shall be required to construct any asphalt turn lanes into the Property, as required by the City's Engineer, or a traffic impact analysis.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Residential Fees Altered. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged for development against the Property other than (i) park fees in an amount not to exceed $1,500 per residential dwelling unit and $500 per multifamily unit; (ii) technology fees in an amount not to exceed $500 per residential dwelling unit and $100 per multifamily unit; and (iii) roadway capital fees of $3,000 per residential dwelling unit and $1,500 per multifamily unit. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) Park Fee Reimbursement. The City agrees to reimburse Developer for the lesser of (i) the actual costs for design and construction of parks and trails, or (ii) the amount of park fees collected by the City pursuant to Section 4.1(a)(i) of this Agreement. The City shall reimburse Developer for such design and construction cost within thirty (30) days of receiving written request from Developer.

(c) INDEMNIFICATION AND HOLD HARMLESS.

4.2 (a) THE DEVELOPER 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 DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER

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HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER 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 DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'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. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER 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 DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER 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 DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER 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 DEVELOPER.

4.3 THE DEVELOPER'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/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

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(a) THE DEVELOPER 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 DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER 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 DEVELOPER FOR SUCH LAND, AND THE DEVELOPER 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 DEVELOPER 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. Notwithstanding anything to the contrary in this Agreement, this

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Agreement shall automatically terminate, be void ab initio and shall be of no further force or effect if the Developer does not purchase the Property by October 31, 2023 or if Developer notifies the City in writing prior to October 31, 2023 that it will not purchase the Property.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, which shall be after Developer's acquisition/closing, Developer agrees to submit a voluntary annexation petition for the Property. Developer 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, Developer shall execute another voluntary annexation petition for the Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer and to create a PID;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Developer 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, 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, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer 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 Developer 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
INFRASTRUCTURE FINANCING

7.1 PID Financing. The City proposes to create the PID for single-family areas on the Property as depicted in the Concept Plan ("Single-Family Property"), to fund, in part, the Public

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Infrastructure that will confer a special benefit upon such areas of the Single-Family Property. As soon as reasonably practicable following a request by the Developer, and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

(a) A PID creation petition for the Single-Family Property has been submitted by the Developer to the City.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act, including but not limited to local streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to a development phases and/or planning area, will include, to the maximum extent authorized by State law, and only as requested by the Developer, one or more of the following: (i) annual payments by the City to the Developer of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 2 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of valuation; (iii) the issuance by the City of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties. The total amount of PID Bonds secured by assessments from the Single-Family Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed $30,000,000.

(c) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Single-Family Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The Developer shall determine the PID Project Costs, and the City will prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Single-Family Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs.

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(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 2 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of the fair market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Developer to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 2 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. In certain limited circumstances, a performance bond, a letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds may be considered. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Developer, as

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

7.4 PID Notices. When selling any of the Single-Family Property after the PID is created, the Developer shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Single-Family Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Developer shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Single-Family Property

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.1 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.

8.2 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

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX
ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer 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 Developer under this Agreement, to any person or entity (an "Developer 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 Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer 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 Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer 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 Developer 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 Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer 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, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer 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.

9.2 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

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

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.

9.3 Collateral Assignments. The Developer and Developer 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 (hereinafter defined) 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.

9.4 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.

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

9.5 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 "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 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 X
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 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, 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") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, 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 Developer under this Agreement that are in default. The Developer shall pay the City $100 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI
ADDITIONAL PROVISIONS

11.1 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

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 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:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: jlaumer@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 Developer:	MM Celina Parvin 101, LLC Attn: Mark Smith 2 Greenside at Craig Ranch 6950 TPC Drive #120 McKinney, Texas 75070 TEL: (214)-229-8225
With a copy to:	Centurion American Development Group Attn: Trevor Kollinger 1800 Valley View Lane, Suite 300 Farmers Branch, TX 75234 E-mail: trevor@centurionamerican.com TEL: (469) 892-7274

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.

11.3 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.

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 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 Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 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
Exhibit D	Development Standards

11.13 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.

11.14 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.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer 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 Developer 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

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

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 Developer. The information contained in the From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

[signatures on following pages]

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 20__.

Date: _____ **CITY OF CELINA**

By: _____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__, by Sean Terry, 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:_____

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

DEVELOPER:

MM Celina Parvin 101, LLC
A Texas limited liability company

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 _____, 20__, 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

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

101.60 Acre Tract W.O. 5066-21

All that certain tract or parcel of land lying and being situated in Denton County, Texas, a part of the J. RUE SURVEY, ABSTRACT No. 1109, the J. B. RUE SURVEY ABSTRACT No. 1112, the B. L. RUE SURVEY, ABSTRACT No. 1113, and the H. RUE SURVEY, ABSTRACT No. 1111, and being and including all that certain tract said to contain 100 acres as described under the caption "FIRST TRACT" in a deed to Brice Jackson, et al, recorded in Volume 4910, page 2975, Denton County Real Property Records, said tract or parcel of land is herein described as follows; to wit:

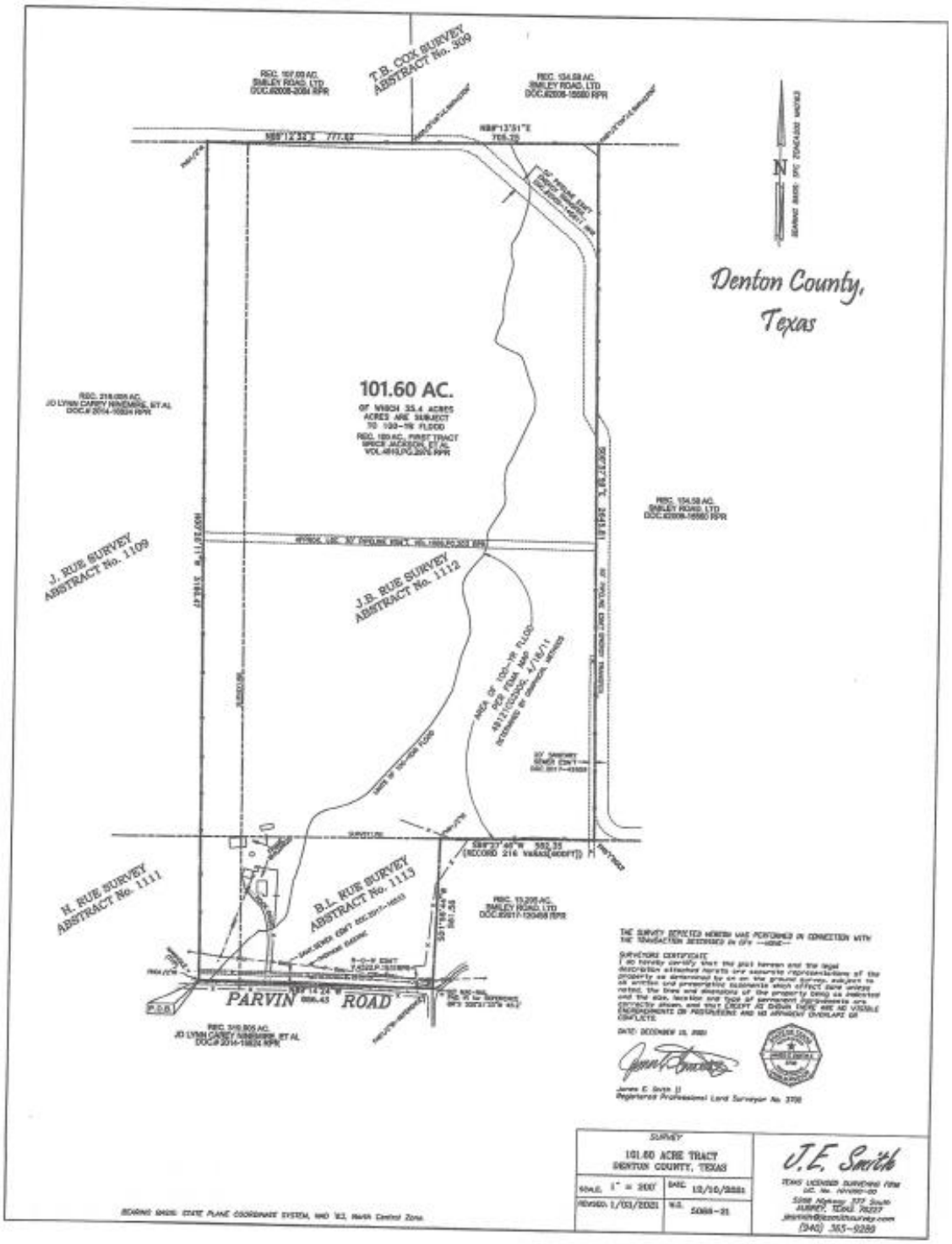
BEGINNING at a one-half inch iron rod found in Parvin Road for the southwest corner of the premises herein described, said corner being a re-entrant corner of a record 319.005 acre tract described in a deed to Joe Lynn Carey Ninemire, et al, recorded under Clerk's Document No. 2014-16824, Denton County Real Property Records;
THENCE north 00 degrees 26 minutes 11 seconds west 3180.47 feet to an one-half inch iron rod found on the north line of Abstract No. 1109 at the northeast corner of said 319.005 acre tract for the northwest corner hereof;
THENCE along the established north line of Abstract No. 1109, north 89 degrees 12 minutes 32 seconds east at 57 varas passing the northwest corner of Abstract No. 1112 and in all a total distance of 777.62 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found at the southeast corner of a record 107.00 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-2064, Denton County Real Property Records, said corner also being the most northerly southwest corner of a 134.58 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-15660, Denton County Real Property Records;
THENCE the with the established north line of said Abstract No. 1112, north 89 degrees 13 minutes 51 seconds east 705.25 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found for the northeast corner hereof, said corner being a re-entrant corner of said 134.58 acre tract;

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

THENCE south 00 degrees 37 minutes 59 seconds east 2645.81 feet to an "I bolt" found for the southwest corner of said 134.58 acre tract and the most northerly southeast corner hereof, said corner being on the north line of a tract said to contain 13.205 acres as described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2017-12045, Denton County Real Property Records;
THENCE south 89 degrees 27 minutes 46 seconds west 582.35 feet (record 216 varas [600 feet]) to an one-half inch iron rod found at the northwest corner of said 13.205 acre tract for a re-entrant corner hereof;
THENCE south 01 degree 56 minutes 44 seconds west 561.56 feet to a magnail set in Parvin Road at the southeast corner hereof, an iron rod found for reference bears south 50 degrees 21 minutes 33 seconds west 45.2 feet;
THENCE with Parvin Road, north 89 degrees 14 minutes 24 seconds west a distance of 886.43 feet to the Place of BEGINNING and containing 101.60 acres of land.

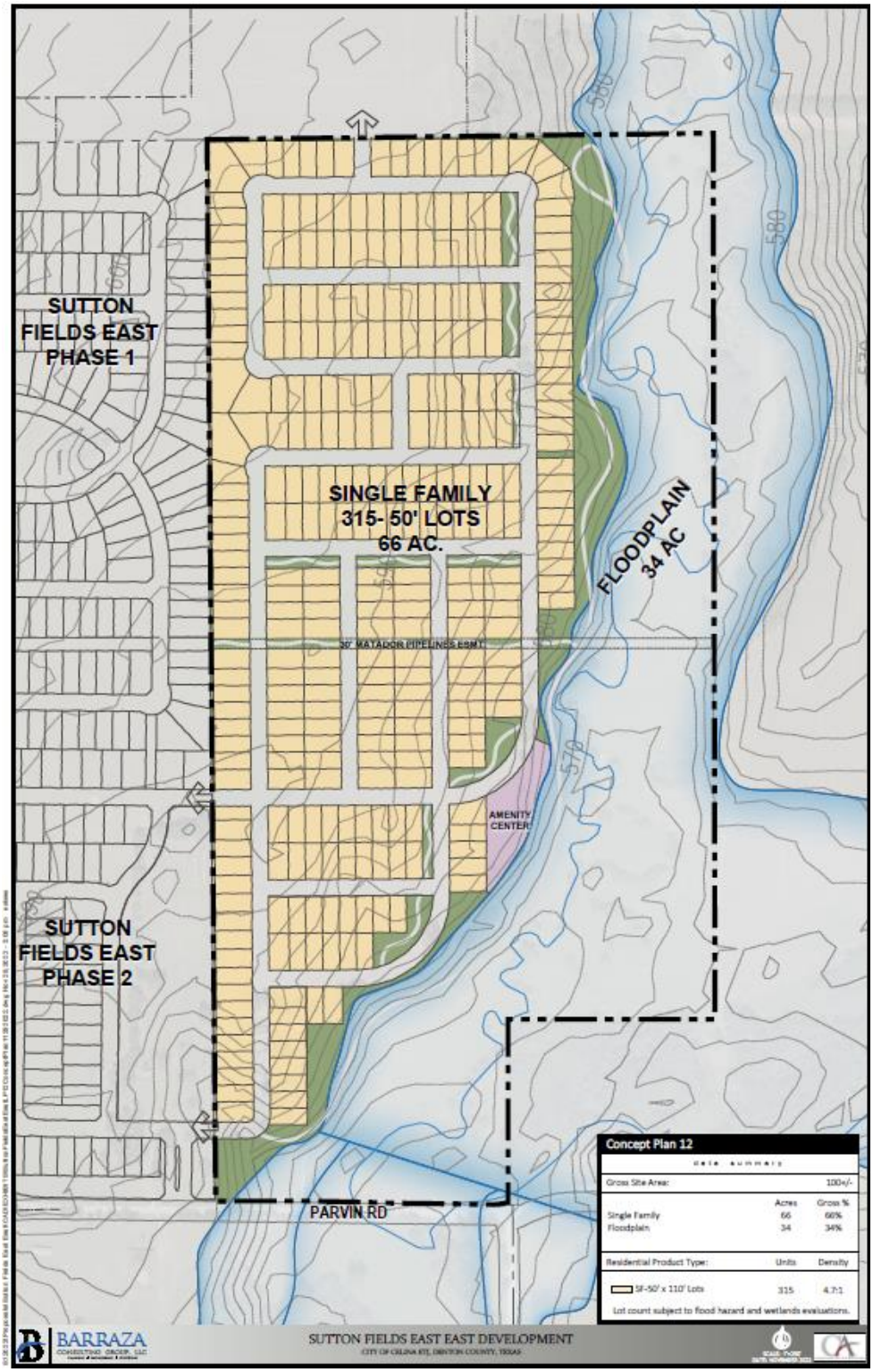
Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERTY



Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

EXHIBIT C
CONCEPT PLAN #1



Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plans:

The subject property shall generally develop per one of the attached Concept Plans. The Concept Plans display the general location and configurations of streets, lotting patterns, and other infrastructure and amenities, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plans precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.

Architecture:

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, and as may be amended.

Amenities & Open Space:

- A 10' wide concrete trail is required along the creek
- Any SF development shall provide an amenity center site with splash pad, shade structure, fire pits, sitting area, and playground
- All development shall provide internal pedestrian connectivity
- Open space shall generally conform to the Neighborhood Vision Book

Land Use & Design Standards:

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended.

The property may be developed combination of any of the following product types.

- Maximum of 400 single-family detached lots
- Maximum 200 rear-entry Townhome 25 x 90 lots.
- Lot sizes are to be either 25' x 90', 40' x 110', 50' x 110', 60' x 110', or 70' x 110'
- 25' and 40' must be alley loaded lots.
- 50' wide, 60' wide and 70' wide lots must be front entry
  Each lot area regulations will abide by the Sutton Fields' PD standards as set forth in PD Ordinance No. _PD 52 Sutton Fields

Attachment: Draft Ordinance (Celina Parvin – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Celina Parvin - C-3 Expedited Annexation

Action Requested:
Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 102 acres, generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road, within the Extraterritorial Jurisdiction (ETJ). (Celina Parvin – C-3 Expedited Annexation) (McAfee)

Applicant:
MM Celina Parvin 101, LLC
1800 Valley View Ln., Ste. 300
Farmers Branch, TX 75234

Background Information:
This item is for the annexation of approximately 102 acres, generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road. Please refer to the attached documents as well as the associated annexation service agreement and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.

CAREY RD

CRUTCHFIELD RD

BOTHWELL BLVD

SMILEY RD

W FRONTIER PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Celina Parvin
Location Map
City of Celina

10/25/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Celina Parvin – C-3 Expedited Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
CELINA PARVIN C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 102 ACRES OF LAND, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED NORTH OF PARVIN ROAD AND APPROXIMATELY 2,600 FEET WEST OF SMILEY ROAD, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the ("City"); and

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 13th day of December, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 28th day of November, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (Celina Parvin – C-3 Expedited Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are

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inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 13th day of December, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Celina Parvin – C-3 Expedited Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

101.60 Acre Tract *W.O. 5066-21*

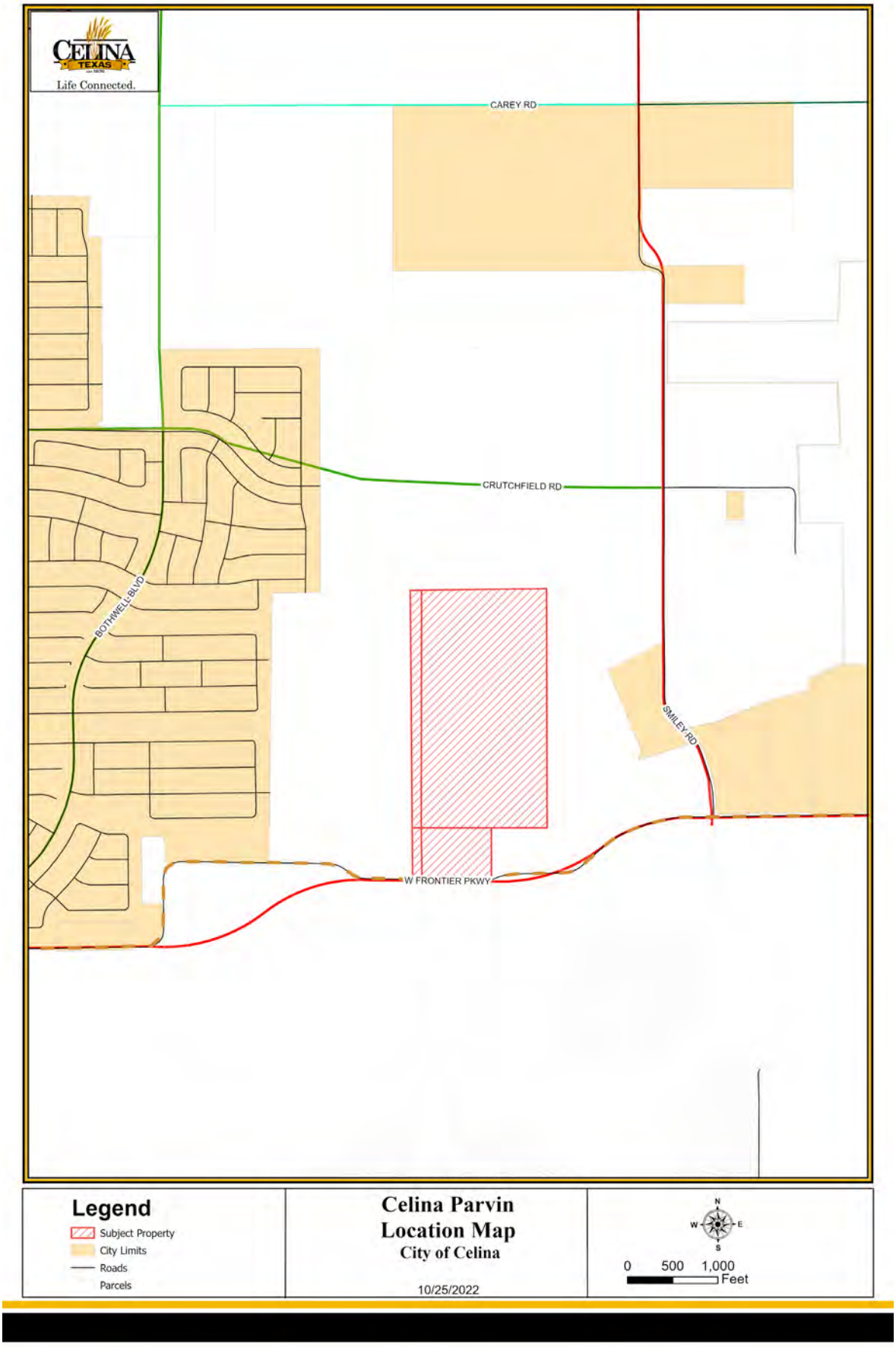
All that certain tract or parcel of land lying and being situated in Denton County, Texas, a part of the J. RUE SURVEY, ABSTRACT No. 1109, the J. B. RUE SURVEY ABSTRACT No. 1112, the B. L. RUE SURVEY, ABSTRACT No. 1113, and the H. RUE SURVEY, ABSTRACT No. 1111, and being and including all that certain tract said to contain 100 acres as described under the caption "FIRST TRACT" in a deed to Brice Jackson, et al, recorded in Volume 4910, page 2975, Denton County Real Property Records, said tract or parcel of land is herein described as follows; to wit:

BEGINNING at a one-half inch iron rod found in Parvin Road for the southwest corner of the premises herein described, said corner being a re-entrant corner of a record 319.005 acre tract described in a deed to Joe Lynn Carey Ninemire, et al, recorded under Clerk's Document No. 2014-16824, Denton County Real Property Records;
THENCE north 00 degrees 26 minutes 11 seconds west 3180.47 feet to an one-half inch iron rod found on the north line of Abstract No. 1109 at the northeast corner of said 319.005 acre tract for the northwest corner hereof;
THENCE along the established north line of Abstract No. 1109, north 89 degrees 12 minutes 32 seconds east at 57 varas passing the northwest corner of Abstract No. 1112 and in all a total distance of 777.62 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found at the southeast corner of a record 107.00 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-2064, Denton County Real Property Records, said corner also being the most northerly southwest corner of a 134.58 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-15660, Denton County Real Property Records;
THENCE the with the established north line of said Abstract No. 1112, north 89 degrees 13 minutes 51 seconds east 705.25 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found for the northeast corner hereof, said corner being a re-entrant corner of said 134.58 acre tract;

Attachment: Draft Ordinance (Celina Parvin – C-3 Expedited Annexation)

THENCE south 00 degrees 37 minutes 59 seconds east 2645.81 feet to an "I bolt" found for the southwest corner of said 134.58 acre tract and the most northerly southeast corner hereof, said corner being on the north line of a tract said to contain 13.205 acres as described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2017-12045, Denton County Real Property Records;
THENCE south 89 degrees 27 minutes 46 seconds west 582.35 feet (record 216 varas [600 feet]) to an one-half inch iron rod found at the northwest corner of said 13.205 acre tract for a re-entrant corner hereof;
THENCE south 01 degree 56 minutes 44 seconds west 561.56 feet to a magnail set in Parvin Road at the southeast corner hereof, an iron rod found for reference bears south 50 degrees 21 minutes 33 seconds west 45.2 feet;
THENCE with Parvin Road, north 89 degrees 14 minutes 24 seconds west a distance of 886.43 feet to the Place of BEGINNING and containing 101.60 acres of land.

Attachment: Draft Ordinance (Celina Parvin – C-3 Expedited Annexation)



Attachment: Draft Ordinance (Celina Parvin – C-3 Expedited Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (Celina Parvin – C-3 Expedited Annexation)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

Attachment: Draft Ordinance (Celina Parvin – C-3 Expedited Annexation)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

Attachment: Draft Ordinance (Celina Parvin – C-3 Expedited Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

Attachment: Draft Ordinance (Celina Parvin – C-3 Expedited Annexation)

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Attachment: Draft Ordinance (Celina Parvin – C-3 Expedited Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	December 13, 2022
Re:	Celina Parvin - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 102 acres to Single-Family, Detached District (SF-R) and Single-Family, Attached District (SF-A) zoning, generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road. (Celina Parvin – Zoning) (McAfee)

Background Information:
This item is for the zoning of approximately 102 acres to Single-Family, Detached District (SF-R) and Single-Family, Attached District (SF-A) zoning, generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

CAREY RD

CRUTCHFIELD RD

BOTHWELL BLVD

SMILEY RD

W FRONTIER PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Celina Parvin
Location Map
City of Celina

10/25/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Celina Parvin – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
CELINA PARVIN

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 102 ACRES LOCATED IN THE J. RUE SURVEY, ABSTRACT NO. 1109, THE J.B. RUE SURVEY, ABSTRACT NO. 1112, THE B.L. RUE SURVEY, ABSTRACT NO. 1113, AND THE H. RUE SURVEY, ABSTRACT NO. 1111, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED AT NORTH OF PARVIN ROAD AND APPROXIMATELY 2,600 FEET WEST OF SMILEY ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED TO SINGLE-FAMILY, DETACHED DISTRICT (SF-R) AND SINGLE-FAMILY, ATTACHED DISTRICT (SF-A); 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 Concept Plan and Development Regulations, set forth in Exhibit "C" and "D", attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (Celina Parvin – Zoning)

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 Single-Family, Detached District (SF-R) and Single-Family, Attached District (SF-A).

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 Single-Family, Detached District (SF-R) and Single-Family, Attached District (SF-A) zoning (with a Concept Plan in Exhibit "C" and Development Regulations in Exhibit "D").

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

Attachment: Draft Ordinance (Celina Parvin – Zoning)

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.

Attachment: Draft Ordinance (Celina Parvin – Zoning)

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of December, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Celina Parvin – Zoning)

Exhibit A
Legal Description

101.60 Acre Tract *W.O. 5066-21*

All that certain tract or parcel of land lying and being situated in Denton County, Texas, a part of the J. RUE SURVEY, ABSTRACT No. 1109, the J. B. RUE SURVEY ABSTRACT No. 1112, the B. L. RUE SURVEY, ABSTRACT No. 1113, and the H. RUE SURVEY, ABSTRACT No. 1111, and being and including all that certain tract said to contain 100 acres as described under the caption "FIRST TRACT" in a deed to Brice Jackson, et al, recorded in Volume 4910, page 2975, Denton County Real Property Records, said tract or parcel of land is herein described as follows; to wit:

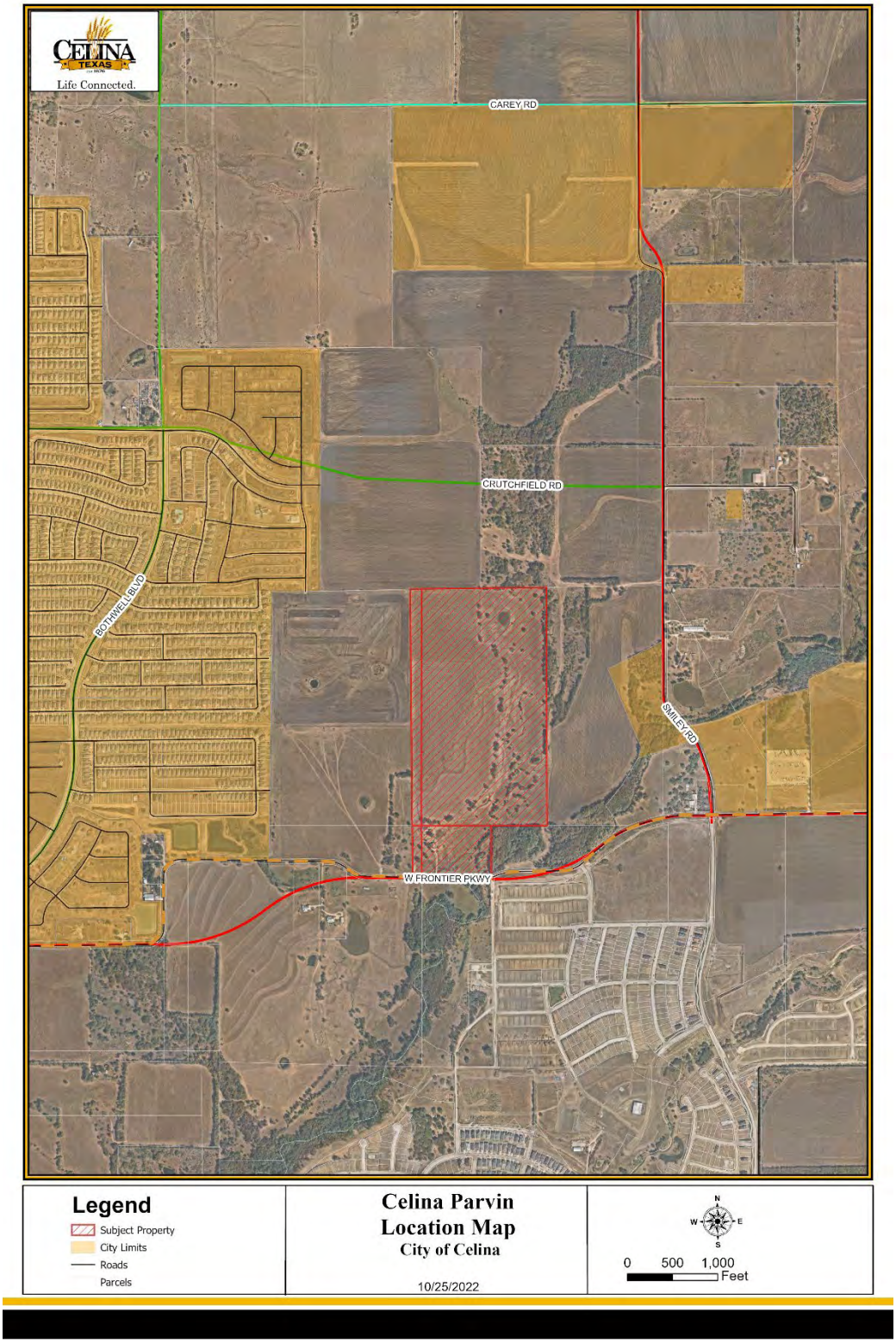
BEGINNING at a one-half inch iron rod found in Parvin Road for the southwest corner of the premises herein described, said corner being a re-entrant corner of a record 319.005 acre tract described in a deed to Joe Lynn Carey Nineniro, et al, recorded under Clerk's Document No. 2014-16824, Denton County Real Property Records;
THENCE north 00 degrees 26 minutes 11 seconds west 3180.47 feet to an one-half inch iron rod found on the north line of Abstract No. 1109 at the northeast corner of said 319.005 acre tract for the northwest corner hereof;
THENCE along the established north line of Abstract No. 1109, north 89 degrees 12 minutes 32 seconds east at 57 varas passing the northwest corner of Abstract No. 1112 and in all a total distance of 777.62 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found at the southeast corner of a record 107.00 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-2064, Denton County Real Property Records, said corner also being the most northerly southwest corner of a 134.58 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-15660, Denton County Real Property Records;
THENCE the with the established north line of said Abstract No. 1112, north 89 degrees 13 minutes 51 seconds east 705.25 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found for the northeast corner hereof, said corner being a re-entrant corner of said 134.58 acre tract;

Attachment: Draft Ordinance (Celina Parvin – Zoning)

THENCE south 00 degrees 37 minutes 59 seconds east 2645.81 feet to an "I bolt" found for the southwest corner of said 134.58 acre tract and the most northerly southeast corner hereof, said corner being on the north line of a tract said to contain 13.205 acres as described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2017-12045, Denton County Real Property Records;
THENCE south 89 degrees 27 minutes 46 seconds west 582.35 feet (record 216 varas [600 feet]) to an one-half inch iron rod found at the northwest corner of said 13.205 acre tract for a re-entrant corner hereof;
THENCE south 01 degree 56 minutes 44 seconds west 561.56 feet to a magnail set in Parvin Road at the southeast corner hereof, an iron rod found for reference bears south 50 degrees 21 minutes 33 seconds west 45.2 feet;
THENCE with Parvin Road, north 89 degrees 14 minutes 24 seconds west a distance of 886.43 feet to the Place of BEGINNING and containing 101.60 acres of land.

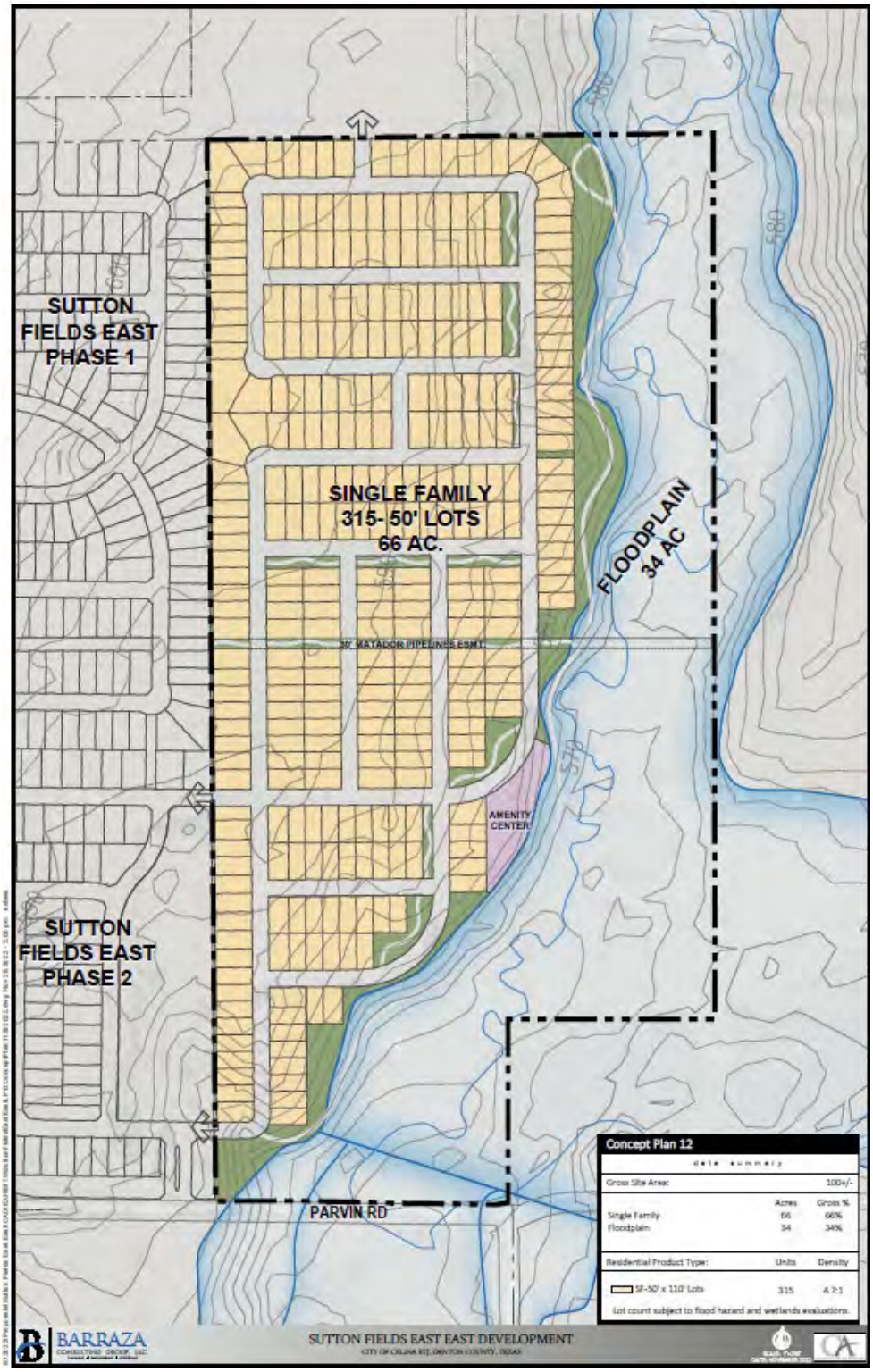
Attachment: Draft Ordinance (Celina Parvin – Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Celina Parvin – Zoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Celina Parvin – Zoning)

EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plans:

The subject property shall generally develop per one of the attached Concept Plans. The Concept Plans display the general location and configurations of streets, lotting patterns, and other infrastructure and amenities, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plans precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.

Architecture:

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, and as may be amended.

Amenities & Open Space:

- A 10' wide concrete trail is required along the creek
- Any SF development shall provide an amenity center site with splash pad, shade structure, fire pits, sitting area, and playground
- All development shall provide internal pedestrian connectivity
- Open space shall generally conform to the Neighborhood Vision Book

Land Use & Design Standards:

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended.

The property may be developed combination of any of the following product types:

- Maximum of 400 single-family detached lots
- Maximum 200 rear-entry Townhome 25 x 90 lots.
- Lot sizes are to be either 25' x 90', 40' x 110', 50' x 110', 60' x 110', or 70' x 110'
- 25' and 40' must be alley loaded lots.
- 50' wide, 60' wide and 70' wide lots must be front entry
  Each lot area regulations will abide by the Sutton Fields' PD standards as set forth in PD Ordinance No. _PD 52 Sutton Fields

Attachment: Draft Ordinance (Celina Parvin – Zoning)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ryan Quigley, Purchasing Agent
CC:	Anthony Satarino, Strategic Services Director
Date:	December 13, 2022
Re:	2023-015 TIRZ Consulting Services

Action Requested:

Consider and act to award bid 2023-015 for Tax Increment Reinvestment Zone (TIRZ) consulting services to Willdan Financial Services in an amount not to exceed $91,246.00 and authorize the City Manager to execute the agreement, or alternatively award the contract to another vendor that responded to Bid 2023-015. (Quigley)

Background Information:

On November 29, 2022, the City received responses to request for proposal (RFP) 2023-015 for Tax Increment Reinvestment Zone consulting services. The RFP invitation was advertised in the local paper and posted on the City's eProcurement system in which four hundred two (402) vendors were notified. Two (2) No-Bids and two (2) responses were received.

An initial review was done by Purchasing and forwarded to staff. Staff reviewed and evaluated the submittals based on the following criteria.

50 Points	Ability to accomplish the scope of work
30 Points	Cost
20 Points	Experience of the Firm

Evaluators ranked Willdan Financial as the recommended vendor.

Alternatives:

1. Council may award the bid to another firm that submitted a proposal; or
2. Council may decline to award a contract and/or direct staff.

Financial Considerations:

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.

Supporting Documents:

Bid Tabulation
Scoring Summary
Draft Agreement

Staff Recommendation:
Award RFP 2023-015

Event Number	2023-015 Addendum 1		Organization	City of Celina eBid
Event Title	RFP for TIRZ Consulting Services		Workgroup	Purchasing
Event Description	The City of Celina is seeking proposals from qualified vendors who can review and present an analysis of our TIRZ.		Event Owner	Dawn Berry
Event Type	RFQ		Email	dberry@celina-tx.gov
Issue Date	10/17/2022 08:33:50 AM (CT)		Phone	(469) 813-4194
Close Date	11/29/2022 10:00:00 AM (CT)		Fax	
Responding Supplier	City	State	Response Submitted	
Hawes Hill & Associates	Houston	TX	11/20/2022 07:17:09 AM (CT)	
Willdan Financial Services	Plano	TX	11/29/2022 09:49:08 AM (CT)	

Supplier Scoring Summary - 2023-015 - RFP for TIRZ Consulting Services

Supplier	Rank	Score	Bid Evaluation	Ability to accomplish the scope of work	Cost - Subjective	Experience of the Firm
		100		50	30	20
Willdan Financial Services	1	97.67		48	30	19
Hawes Hill & Associates	2	77.00		41	23	13
		87.33		**44.50**	**26.50**	**16.33**

Attachment: Scoring Summary Council (2023-015 TIRZ Consulting Services)

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **Willdan Financial Services** (hereinafter referred to as the "Provider") for **TIRZ Consulting Services**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **TIRZ Consulting Services, RFP # 2023-015** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

2. **SCOPE OF WORK.** The Services to be performed are specified in **Exhibit A-Scope of Work.** Deviations from the agreed-upon scope of work may be authorized from time to time by the City in writing.

3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately.

4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from the effective date of this contract. All pricing is to remain firm during this contract period.

5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in Exhibit A, attached hereto and incorporated herein by reference.

6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit A.**

7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or emailed to accountspayable@celina.gov.

8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.

9. **INFORMATION PROVIDED BY THE CITY**. Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.

10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in **Exhibit A.** Failure to maintain the required insurance may result in immediate termination of this Agreement.

11. **INDEMNIFICATION. THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS,**

Draft

Attachment: 2023-015 DRAFT Agreement (2023-015 TIRZ Consulting Services)

INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

    The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

    The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

    The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

Draft

Attachment: 2023-015 DRAFT Agreement (2023-015 TIRZ Consulting Services)

Furthermore, the City retains the right to terminate this Agreement at the expiration of each City budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.

17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.

1. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent.

19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.

20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.

22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A, attached hereto and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other

Draft

Attachment: 2023-015 DRAFT Agreement (2023-015 TIRZ Consulting Services)

than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.

24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009
contracts@celina-tx.gov

Provider

Willdan Financial Services
5500 Democracy Dr
STE 130
Plano, TX 75024

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

26. **CONFLICT.** If a conflict exists between this Agreement, and an Exhibit, the Solicitation and/or the Response, then such conflicts shall be resolved as follows:

(a) If a conflict exists between this Agreement and an Exhibit, the Solicitation, or the Response, then this Agreement shall control.

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the Solicitation, the Solicitation shall control.

27. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.

28. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.

29. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals, this _____ day of _____, _____.

CITY OF CELINA

_____
Jason Laumer, City Manager

_____
Date

PROVIDER

_____

_____
Type/Print Name and Title

_____
Date

Attachments:

Exhibit A – Scope of Work

Draft

Attachment: 2023-015 DRAFT Agreement (2023-015 TIRZ Consulting Services)

Exhibit B – Request for Proposal (Solicitation)
Exhibit C – Vendor Response

Draft

Attachment: 2023-015 DRAFT Agreement (2023-015 TIRZ Consulting Services)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Anthony Satarino, Strategic Services Director
Date: December 13, 2022
Re: Community Warning Sirens

Action Requested:

Consider and act to purchase five (5) warning sirens from Mobile Communications America through a cooperative contract with Buyboard in the amount of $471,851.90 plus 10% contingency in the amount of $47,185.19 for a total not to exceed $519,037.09. (Quigley)

Background Information:

Staff requests authorization to procure five (5) Whelen WPS2900 Series warning sirens to be placed throughout the City at important locations to warn the community of hazards. This multi-year project will be completed in three phases, with the first phase to begin in 2023. At the completion of all three phases there will be a total of eighteen (18) sirens installed. The units along with their installation will be purchased through the following cooperative agreements.

- Cooperative Agency: Buyboard
- Cooperative Contract #: 603-20 & 604-20

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

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.

Supporting Documents:

MCA Quote
Phase 1 Installation Sites

Staff Recommendation:
Authorize the purchase as recommended.

CELINA FIVE SITE

COVERAGE DEPICTION AT 70 DB PERIMETER BASED ON FLAT MAP

Legend 9.B.a

70 DB PREDICTION

CELINA HIGH SCHOOL

SENIOR CENTER

STATION 1

STATION 2

STATION 3

Celina

Old Celina Park

Mobberly Farms by Centex Homes

Sandbrock Ranch

KB Home Creeks of Legacy

Collin College - Celina Campus

Mustang Lakes

Frontier Park

1385 455 289 9 8 54 428 6 50 53 91 92 94 98 101 102 127 128 129 130 131 132 133 134 135 2478

Google Earth

Attachment: Phase 1 Installation Sites (Community Warning Sirens - Phase 1)

Mobile Communications America
1508 Noble St
Anniston, AL 36201
Phone: 256-237-6697 Fax: 256-237-6631
www.callmc.com

Quote

Date: 10/18/22
Quote #: 10-18-22A

Quote Prepared By: Chris Gordon
Office Phone: 844-276-7770
Cell Phone: 972-743-5880
Email Address: chrisgordon@callmc.com

To: City of Celina OEM
Address: 405 W. Walnut St
City: Celina
State: TX
Zip: 75009
Attn: Chief Eric Everson
Re: New Rapidwarn and 5 siren quote

Ln	Qty	Description	Price Each	Line Total
1	1	RapidWarn activation controller/software for less than 50 sirens.	$ 8,200.00	$ 8,200.00
2	1	Weather data feed integration for MNS /sirens; lightning/tornado	$ 2,150.00	$ 2,150.00
3	1	License for digital radio operation (Mototrbo)	$ 3,200.00	$ 3,200.00
4	5	50' steel black Poles / engineering & struct. analysis / design	$ 20,993.15	$ 104,965.75
5	5	Whelen 9 cell 3600 Watt Omni Directional	$ 36,189.71	$ 180,948.55
6	6	Tallysman Telematic in radio & power / RS232 to USB (console/portable)	$ 305.40	$ 1,832.40
7	6	Motorola XPR550E VHF radios for backhaul and encryption /digi security	$ 1,833.31	$ 10,999.86
8	5	Custom Professionally recorded Message Programming for Sirens	$ 233.24	$ 1,166.20
9	1	Siren to Radio package / Tesco, coax, power supply	$ 1,161.58	$ 1,161.58
10	1	Antenae to control point / Jumpers, mounts, polypahser, connectors	$ 669.72	$ 669.72

ATTENTION!
Buyboard 603-20 Public Safety and firehouse supplies and equipment and Buyboard 604-20 Radio communication and Video.

Equipment Total	$	315,294.06
Installation	$	144,636.00
Fcc Licensing	$	-
Freight	$	11,921.84
Total	$	471,851.90

Scope of work:

See separate page for SOW / installation Addendum to incude all service labor and installation for project. Freight quoted includes black concrete pigment Poles, Whelen, Tescco, Tallysman, and Motorola Equipment.

Thank You for Your Consideration!

Terms and Conditions dated 3/4/2020 are attached and integral to this quotation. Taxes, if applicable, are not included. If you are a new customer and are tax exempt, please notify us of your exempt status at the time of acceptance. All quotes are valid for 30 days. If you have a purchase order, please send along with the accepted quote.

I accept the above quotation & agree to be bound by the terms and conditions.

Authorized Buyer Signature _____ **Date** _____

Attachment: MCA Revised quote 12-5-22 (Community Warning Sirens - Phase 1)

MOBILE COMMUNCIATIONS AMERICA - TERMS AND CONDITIONS

DEFINITIONS: "MCA" & "Company" shall mean Mobile Communications America. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

CONDITIONS OF ACCEPTANCE OF ORDER: MCA's acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

CANCELLATION: In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

DELIVERY: Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

SHORTAGES AND DEFECTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of the lesser of 2% per month or partial month or the maximum interest rate permitted by the governing law of the Agreement on any overdue payment. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Alabama and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Alabama, County of Jefferson. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

STANDARD TERMS: If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

STANDARD TERMS WITH CREDIT:

A. Up to $50,000.00 - Net within 10 days after date of invoice.
B. Over $50,000.00 – 30% down at order entry
60% at shipment
10% within 10 days of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to order acceptance.

All quotations reflect U.S. Dollars.
All payments must be made in U.S. funds.

TAXES: The prices stated in this order do not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges.

GENERAL: The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No

Attachment: MCA Revised quote 12-5-22 (Community Warning Sirens - Phase 1)

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additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Alabama. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void.

If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

PATENT, COPYRIGHT AND TRADEMARKS:

A. ***COPYRIGHT AND MASK WORKS:*** Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.

B. ***REVERSE ENGINEERING:*** Customer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.

C. ***LOGOS AND TRADEMARKS:***
The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

LIMITATIONS:

A. ***LIMITATIONS OF MCA LIABILITY:*** Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.

B. ***INSURANCE:*** It is further understood that MCA is not an insurer and that Customer shall obtain all Insurance, if any, that is desired and that MCA does not represent or warranty that MCA products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the products sold herein.

C. ***NO REPRESENTATIONS:*** MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.

D. ***WARRANTY AND DISCLAIMED WARRANTIES:*** As part of the Agreement MCA has provided Customer with the equipment Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA.

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