



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, DECEMBER 13, 2016 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Employee introductions and recognitions. (Griggs, Liebman)
- B. Legislative update. (Focused Advocacy Snapper Carr)
- C. Engineering activity update. (Johnson)
- D. Wastewater Treatment Plant expansion update. (Fourmentin)
- E. Discussion regarding any and/or all agenda items.

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property and Texas Government Code 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee,

and Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

- A. Consider and act to approve the easement payment for property related to sewer easements and right-of-way north of FM 1461, east of Preston Road and south of Punk Carter Blvd and west of CR 86. (Johnson)
- B. City of Celina, Texas v. Holland Morrison, Shannon Morrison, Cause No. 005-01304-2016
- C. Main Street Director

Reconvene into Open Session:

- D. Consider and act upon any items discussed in executive session.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:**V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:**

- A. Fair Housing Month Proclamation

VI. OPEN FORUM:

Open Forum is for information only. If you wish to speak, please sign the "Speaker List" with the City Secretary. 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.

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

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

A. Minutes Approval:

1. City Council - Work Session - Oct 5, 2016 4:00 PM
2. City Council - Regular Meeting - Nov 8, 2016 5:00 PM
3. City Council, Planning & Zoning Commission and Economic Development Corporation - Work Session - Nov 9, 2016 5:30 PM
4. City Council, Planning & Zoning Commission and Economic Development Corporation - Special Meeting - Dec 6, 2016 4:00 PM

- B. Consider an act upon an agreement by and between the City of Celina and Denton County for Emergency Medical Services. (Metdker)

- C. Consider an act upon an agreement by and between the City of Celina and Denton County for fire related services. (Metdker)

- D. Consider and act upon a contract by and between the City of Celina and Garver for Professional Services related to the Downtown Drainage Master Plan Update. (Johnson)

- E. Consider and act upon a contract by and between the City of Celina and Hach Company to Provide Data Delivery Services. (Johnson)

- F. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Pipeline Analysis, LLC in the amount of \$149,496.83 for professional services relating to a sanitary sewer inflow and infiltration study. (Fourmentin)

- G. Consider and act to authorize the City Manager to execute Work Order #5 between the City of Celina and Garver, LLC in the amount of \$805,515 for professional services relating to the Wastewater Treatment Plant improvements. (Fourmentin)

- H. Consider and act upon a contract by and between the City of Celina and Halff Associates for Professional Services related to the Police Station Parking Lot Improvements. (Johnson)
- I. Consider and act upon a Final Plat for Light Farms, The Eastland Neighborhood Phase 2 being approximately 24.04 acres situated in the Collin County School Land Survey #14, Abstract No. 167, comprising of 37 residential lots and three (3) open space lots. The property is generally located north of Frontier Parkway, west of Worthington Way and east of the BNSF Railroad. (Light Farms Eastland Phase 2) (Liebman)
- J. Consider and act upon a Construction Plat for Coit Business Park being approximately 10.00 acres situated in the McKinzie Wilhite Survey, Abstract No. 1008, comprising of 1 Commercial lot. The property is located approximately 1,400 feet north of the intersection of CR 86 (Coit Road) and CR 84 (Coit Business Park) (Liebman)
- K. Consider and act upon a resolution for the City to adopt the following: Citizen Participation Plan and Grievance Procedures (Form A1013); Section 3 Policy (Form A1002); Excessive Force Policy (Form A1003); Section 504 Policy and Grievance Procedures (Form A1004); and Fair Housing Policy (Exhibit 1015) (Johnson)
- L. Consider and act upon a resolution by the City Council designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Texas Community Development Block Grant program (TxCDBG) contract number 7216091. (Johnson)
- M. Consider and act upon a petition from BG-GPT Celina 15 for the voluntary annexation of an approximately 15.471 acre tract of land situated in the Collin County School Land Survey #14, Abstract A0167, and set two public hearing dates on January 10, 2016 at 5:00 P.M. and 5:05 P.M. The property is generally located at the northeast corner of Frontier Parkway and Prairie Crossing.
- N. Consider and authorize the interim city manager to sign a "waiver of conflict and consent to mediation by Richard M. Abernathy" in Cause No. 005-01304-2016, City of Celina, Texas v. Holland Morrison, Shannon Morrison and Independent Bank. (Johnson)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing and take action to abolish, continue, or modify the Celina Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.02: Minors: Division 2: Curfew. (Griggs)
- B. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 43.0 acre tract of land situated in the M. Wilhite Survey, Abstract No. 1008, Collin County, Texas, and generally located east of CR 83, west of CR 86 (future Coit Road), and north of CR 84, Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned PD, Planned Development District #74. (Ken Wood Tract Rezoning) (Liebman)

- C. The Celina City Council will consider action on adopting an ordinance of the proposed voluntary annexation of approximately 237.542 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 tracts 91-94, Tracts 95, 38 96, tracts 1, 2 and 74; the Samuel Queen Survey, Abstract No. 731, Tract 7; the J.K. Rice Survey, Abstract No 767, Tract 2; the H.C. Routh Survey, Abstract No. 765, Tract 11; and the B.B.B. and C. RR. Co Survey Abstract No. 132, Tract 20, Collin County, Texas. The properties are generally located east and west of Preston Road (SH 289), east of the Burlington Northern Santa Fe Railroad, south of FM 455, and North of CR 53. (Old Celina Annexations) (Liebman)
- D. Consider and act upon a post annexation service agreement by and between Old Celina, Ltd., a Texas limited partnership and affiliated and related entities owned, controlled or held in trust by Rex and Sherese Glendenning and more particularly described in the attached agreement as "Owners" and the City of Celina, Texas to extend the time frame in which the City is required to provide certain services to annexed tracts of land totaling approximately 236.59 acres. (Old Celina Ltd.) (Liebman)
- E. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 434.857 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in the Henry Bentley Survey, Abstract No. 124, the George Wiley Survey, Abstract No. 988, the Samuel McCullough Survey, Abstract No. 593, the B.B.B. & C. RR. Survey, Abstract No. 132, and the George Wiley Survey, Abstract No. 988, Collin County, Texas, and generally located south of FM 455 and west of FM 428; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-75, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 1 Rezoning) (Liebman)
- F. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 573.709 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in Samuel McCullough Survey, Abstract No. 593, the B.B.B. & C. RR. Survey, Abstract No. 132, and the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas and generally located south of the Historic Downtown, west of the Burlington Northern Santa Fe Railroad (BNSF), east of the Dallas North Tollway and FM 428, and north of the future alignment of the Outer Loop and CR 53; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-76, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 2 Rezoning) (Liebman)

- G. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 198.297 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas and generally located west of Preston Road, east of the BNSF Railroad, south of CR 55, and north of the future alignment of the Outer Loop and CR 53; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-77, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 3 Rezoning) (Liebman)
- H. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 308.051 acre tract of land (and half of the rights-of-way adjacent to that tract) situated the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas and generally located east of Preston Road, south of FM 455, north of Sunset Boulevard, and west of CR 90; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-78, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, I-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 4 Rezoning) (Liebman)
- I. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 13.416 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in the B.B.B. & C. RR. Survey, Abstract No. 132, Collin County, Texas and is generally located south of W. Cedar Street, west of S. Arizona Drive, east of S. Utah Drive, and north of the future alignment of Sunset Boulevard; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned CF, Community Facilities zoning district. (CISD School Site Rezoning) (Liebman)
- J. The City Council will conduct a public hearing to consider testimony and act upon a rezoning request for a tract of land totaling approximately 49.25 acres from an AG, Agricultural zoning district to a PD, Planned Development zoning district with base zoning designations of SF-R, Single-Family Residential zoning district and MU-2, Regional Mixed Use zoning district. The property is situated in the McKenzie White Survey, Abstract No. 1009, Collin County, Texas and generally located south of Choate Parkway (CR 88), and east of future Coit Road (CR 86). (Avex 49) (Liebman)
- K. The Celina City Council will conduct two public hearings at 5:00 P.M. and 5:05 P.M. regarding an involuntary annexation of a 7.646 acre tract of land situated in the Collin County School Land #14 Survey Abstract No. 167, Tract 37, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located east of the BNSF railroad, west of Preston Road, north of CR 53 and south of Business 289. (Ayala Tract) (Liebman)

- L. The Celina City Council will conduct a public hearing to consider and discuss the proposed assessments to be levied against the assessable property within the Mustang Lakes Phase 2 Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±682 acre tract of land, situated in the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and generally located north of FM 1461 (Frontier Parkway) and west of FM 2478 (Custer Road). (Mustang Lakes Phase 2 PID) (Liebman)

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City of Celina, Texas, approving the form and authorizing the distribution of a preliminary official statement for the City of Celina, Texas Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #1 project) and approving the form and authorizing the distribution of a Preliminary Official Statement for the City of Celina, Texas Special Assessment Revenue Bonds, series 2017 (Ownsby Farms Public Improvement District Phase #2 Major Improvement Project); and resolving other matters incident and related thereto. (Ownsby Farms) (Liebman)
- B. Consider and act upon an ordinance approving the Tax Increment Reinvestment Zone Number Five "5", City of Celina, Texas Final Project and Finance Plan for Old Celina LTD. (Old Celina LTD.) (Liebman)
- C. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving and authorizing the Mayor to execute an Tax Increment Reinvestment Zone Number Five "5" Reimbursement Agreement between the City of Celina, Texas and Old Celina LTD. (Old Celina LTD.) (Liebman)
- D. Consider and act upon a resolution setting a date, time and place (Tuesday, January 10, 2017 at 5:00 PM & Tuesday, January 10, 2017 at 5:05 PM) at 112 N. Colorado Dr., Celina, TX 75009, for public hearings on the proposed annexations of a 1 acre tract of land and half of adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of the Rolling Meadows Estates. (Custer MD Tract) (Liebman)
- E. Consider and act upon a Resolution authorizing the City Manager to enter into an agreement between the City of Celina and Parks at Wilson Creek, L.P. for the design and engineering costs for Sunset Blvd. and associated utility and related services, in an amount not to exceed \$540,900.00 (Johnson)
- F. Consider and act upon a resolution of the City Council of the City of Celina accepting and approving The Lakes at Mustang Ranch Public Improvement District (Mustang Lakes) Sewer Reimbursement Agreement for the City's portion of the Southeast Sector Sewer Line, Phase 5A.

- G. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Phase #2 Assessment Roll for Mustang Lakes Phase 2 Public Improvement District; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for payment of the Phase #2 Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of Major Improvement Area assessments, and providing penalties and interest on delinquent assessments, Providing for severability and providing an effective date. (Mustang Lakes PID) (Liebman)
- H. Consider and act upon a Construction Plat for Light Farms Way and Doe Branch Regional Park being approximately 82.48 acres situated in the John Ragsdalre Survey, Abstract No. 734 Collin County, Texas comprised of two (2) recreational lots and one (1) amenity center lot. The property is situated north of Light Farms Way, South of CR 51 east of Dallas Parkway, and west of the BNSF Railroad. (Light Farms Way & Regional Park) (Liebman)
- I. Consider and act upon an agreement by and between The City of Celina, Texas and Greater Celina Chamber of Commerce for Parkfest. (Montgomery)
- J. Consider and act upon an Interlocal Agreement by and between the City of Celina and LFC Land Co., LLC, and Collin County MUD no. 1 pertaining to the contracting for fire protection services for the District. (Light Farms) (Liebman)
- K. Consider and act upon an Interlocal Agreement by and between the City of Celina and Collin County MUD no. 1 pertaining to the contracting for law enforcement services for the District. (Light Farms) (Liebman)
- L. Consider and act upon a ninth amendment to the Amended and Restated Development Agreement with Light Farms Parties. (Liebman)
- M. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Wells South Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutouchian)
- N. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Wells North Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutouchian)
- O. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Sutton Fields II Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutouchian)
- P. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Creeks of Legacy Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutouchian)

X. ADJOURNMENT:

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

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

Vicki Faulkner, TRMC
City Secretary, City of Celina, TX

Date Notice Removed



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: December 13, 2016
Re: Engineering Department Update

Action Requested:

Engineering activity update. (Johnson)

Background Information:

Engineering Department Update

Supporting Documents:

-Report

Staff Recommendation:

Review Only

**Memorandum**

To: Honorable Mayor Terry and the Celina City Council
From: Gabe Johnson, PE, PH, CFM, GISP – Director of Engineering
CC: Rick Chaffin, Interim City Manager
Date: December 13, 2016
Re: Activity Report – November 2016

Action Requested:

This is an executive summary for review, informational, and statistical purposes.

Engineering Projects:

- SE Sector Water and Sewer
 - All easements have been acquired.
 - FNI under contract to start design of Elevated Storage Tank and design of Preston Road Water Line to extend water from Carter Ranch to FM 1461
 - Finalize design of the Sewer Extension to PaWC and bid the construction.
 - Working with Developer to have them construct the portion of the sewer line in Mustang Lakes
- Willock Hills – Project is complete.
- 2015 Paving Project – Project is complete except for some minor repairs.
- Celina Parkway Alignment – Still working with property owners.
- Special Events – Maps for Fun Day and Park Fest.
- Keller Williams Sewer Extension – Working on agreement with owner and engineer to begin the engineering and survey.
- Multiple plan reviews and development agreements are being worked on simultaneously.
- Frontier Bridge – Collin County has met with both Prosper and Celina mayors to discuss the funding gap.
- Mustang SUD – ILA to serve Sutton Fields on Council for approval.
- Danville Water Tower Site – Council has approved the acquisition, will be starting the purchase process with City of McKinney.
- Plan Reviews and Hydrology and Hydraulic Reviews – Engineering has processed **19 reviews** this fiscal year.
- Developments:
 - G Bar 7
 - Ownsby Farms
 - Hillwood North
 - Hillwood South
 - Light Farms
 - Creeks of Legacy
 - Sutton Fields
 - Cambridge Crossing
 - Parks at Wilson Creek
 - Parkside
 - Mustang Lakes
 - Littell 93
 - Chalk Hill
 - Tractor Supply

Construction Inspections:

- Construction Inspection Fees
 - Engineering has collected a total of **\$501,113** this fiscal year
- Capital Improvement Projects
 - SE Sector Water
 - Easements are 100% acquired
 - Water is 97% complete
 - SE Sector Sewer – Phase 1 – LaMR to Frontier
 - Easements are 100% acquired
 - Sewer is 99% complete
 - SE Sector Sewer – Phase 2 – Frontier to Preston
 - Easements are 100% acquired
 - Condemnation is complete
 - Sewer is 60% complete
 - SE Sector Sewer – Phase 3 – Lift Station and Force Main
 - Easements are 100% acquired

- Sewer is 807 complete
- SE Sector Sewer – Phase 4 – Preston to Doe Branch Trunk Main
 - Easements are 100% acquired
 - Sewer is 100% complete
- Willock Hills Entry Road and Drainage
 - Storm drain is 100% complete
 - Paving is 100% complete
- 2015 Street Improvements
 - North Preston Lakes is 95% complete
 - Preston Hills is 100% complete
 - High Point is 100% complete
- Private Development
 - Ace Hardware
 - Earthwork has started
 - Glen Crossing
 - Earthwork has started
 - Parkside Phase 2
 - Final
 - Light Farms
 - Maydelle Phase 2 is Final
 - Worthington Way is Final
 - Grange Phase 3 is Final
 - Phase 5 is 99% complete
 - Eastland is 99% complete
 - Cypress 2 is 99% complete
 - Sage 2 is 99% complete
 - Creeks of Legacy
 - Off-site is 100% complete, working on final close out documents
 - Phase 1A is Final
 - Phase 1B is Final
 - Phase 1C is Final
 - Off-site Phase 2 is under design
 - West is under
 - Mustang Lakes – Phase 1
 - Final
 - Mustang Lakes – Phase 2
 - Under design
 - Methodist Church
 - Final
 - Carter Ranch Phase 2
 - Final
 - Carter Ranch Elementary School
 - Water is 85% complete
 - Sewer is 80% complete
 - Storm drain is 33% complete
 - Paving is 0% complete
 - Tractor Supply
 - Water is 98% complete
 - Sewer is 98% complete
 - Storm drain is 90% complete
 - Paving is 10% complete
 - Lilyana Phase 1
 - Water is 80% complete
 - Sewer is 90% complete
 - Storm drain is 80% complete
 - Paving is 0% complete
 - Bluewood Phase 1
 - Earthwork has started
 - Sutton Fields Phase 1
 - Earthwork has started



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: December 13, 2016
Re: Acquisition of Bluewood Offsite Sewer Easement and CR 83 ROW

Action Requested:

Consider and act to approve the easement payment for property related to sewer easements and right-of-way north of FM 1461, east of Preston Road and south of Punk Carter Blvd and west of CR 86. (Johnson)

Background Information:

As per our development agreement with Hillwood we are required to acquire offsite sewer easements to serve the Bluewood development. The easements for your consideration are at the northeast corner of CR 83 and Preston Road. In addition to acquiring offsite easements we will also be tasked with constructing a portion of CR 83 from Preston to the limits of the Bluewood property to the east. In order to avoid dealing with the property owner on multiple occasions we are going to go ahead and acquire ROW instead of a sewer only easement given that the property owner does not intend to develop in the near future. We do have the alternative to acquire a sewer line easement only in the hopes that the property owner will proceed with a construction plan prior to our need to construct the northern lanes of CR 83.

Financial Considerations:

2016 Bond Issuance

Legal Review:

City Attorney will review all easement documents prior to final execution

Supporting Documents:

Appraisal
Easement document

Staff Recommendation:

Approve



**NOTICE OF
CITY COUNCIL WORK SESSION
CITY HALL LOBBY CONFERENCE ROOM 142 N. OHIO DRIVE, CELINA, TX 75009
WEDNESDAY, OCTOBER 5, 2016 AT 4:00 PM**

MINUTES

I. CALL TO ORDER:

A quorum of the City Council may be present at this meeting. No action will be taken.

Attendee Name	Organization	Title	Status	Arrived
Andy Hopkins	City of Celina	Place 3	Absent	
Carmen Roberts	City of Celina	Place 4	Present	
Chad Anderson	City of Celina	Place 6	Present	
Wayne Nabors	City of Celina	Place 2	Present	
Sean Terry	City of Celina	Mayor	Present	4:10 PM

Mayor Pro Tem Chad Anderson called the Finance & Government Committee to order. Note: Mayor Sean Terry arrived at 4:10 p.m. and announced a quorum present.

II. WORKSESSION:

A. Capital Improvement Projects for FY2017. (Toutouchian)

Fire Department personnel Mark Metdker, Shain Hunn and Eric Everson were present. Director of Engineering Gabe Johnson and Public Works Director Alan Fourmentin were present. Director of Finance Jay Toutouchian, Director of Planning and Development Services and City Secretary Vicki Faulkner were present. Proposed fire, police, engineering and public works capital expenses were discussed for a future bond sale.

B. Light Farms-Police and Fire Fees. (Petty)

Consultants Mr. and Mrs. Trent Petty were present to discuss calculations for fire and police fees in the Light Farms Development.

III. ADJOURN:

Mayor Pro Tem Anderson left at 4:54 p.m. A quorum of the City Council was lost. Mayor Pro Tem Anderson returned at 5:21 p.m. A quorum was once again present.

The meeting adjourned at 6:20 p.m.

Sean Terry, Mayor

Minutes Acceptance: Minutes of Oct 5, 2016 4:00 PM (Minutes Approval)

Vicki Faulkner, TRMC
City Secretary, City of Celina, Texas

Date Minutes Approved

Minutes Acceptance: Minutes of Oct 5, 2016 4:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, NOVEMBER 8, 2016 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Mindy Koehne	City of Celina	Place 5	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Bill Webber	City of Celina	Place 1	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Chad Anderson	City of Celina	Place 6	Present	
Wayne Nabors	City of Celina	Place 2	Present	
Sean Terry	City of Celina	Mayor	Present	

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

Mayor Terry presented a proclamation to Court Clerks Brandy Berry and Vivien Adams proclaiming November 7th through 11th as Municipal Court Week.

A. Introduction of First Southwest Securities Advisors (Hughes, Bulaich)

Jason Hughes with FirstSouthwest gave a brief history on the company and introduced himself and his partner Nick Bulaich.

B. Light Farms Police and Fire Fees (Petty)

Trent Petty with Petty and Associates briefed the City Council on his work with police and fire service contracts for the Light Farms development.

C. Planning & Zoning Commission Annual Report for the Fiscal Year 2015-16. (Ousley)

Planning and Zoning Commission Chairman Jace Ousley presented their Annual Report and discussed concerns about development getting away from the rural feel of Celina.

D. Parkfest Update (Cromwell)

Chamber of Commerce President Melissa Cromwell stated that they were ready to take this event back from the city.

E. Keep Celina Beautiful Update (Norris)

Keep Celina Beautiful Coordinator Haley Norris discussed her struggle with member participation, asked for guidance and suggested a potential temporary suspension of the program.

F. Discussion regarding any and/or all agenda items

Minutes Acceptance: Minutes of Nov 8, 2016 5:00 PM (Minutes Approval)

No other items were discussed.

III. **EXECUTIVE SESSION:**

The Celina City Council adjourned into Executive Session at 5:41 p.m. with City Attorney Lance Vanzant and Interim City Manager Rick Chaffin.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.087, Deliberation Regarding Economic Development Negotiation.

A. Economic Development incentives for potential retail. (Chaffin)

Reconvene into Open Session

The City Council reconvened into open session at 6:02 p.m.

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

No action was taken out of Executive Session.

IV. **PLEDGE OF ALLEGIANCE/INVOCATION:**

Mayor Terry led the pledges of allegiance. Councilman Nabors gave the invocation. Mayor Terry mentioned the Veterans Day event at Celina High School on Thursday, November 10th.

V. **PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:**

VI. **OPEN FORUM:**

Corbett Howard spoke as EDC Executive Director in support of the Palladium project (IX C).

Elaine Ford of 3090 Olive Street, Dallas spoke regarding the Wood Tract item. She is pleased that the mini storage and Multi Family was removed but asked to have the Townhomes next to Lilyana Bluewood removed too.

Dale Donnell of 3621 Quail Hollow spoke regarding the Wood Tract item. He does not want to see Townhomes and has a concern on the watertower and wants it moved farther north.

Gene Mathis of 305 Tarpan Trail spoke regarding his opposition to a permanent batch plan on SH289.

VII. **CONSENT AGENDA:**

Councilman Hopkins moved to approve the Consent Agenda excluding item C (Fee Schedule)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Bill Webber, Place 1
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

A. Minutes Approval:

1. City Council - Regular Meeting - Oct 11, 2016 5:00 PM

Minutes Acceptance: Minutes of Nov 8, 2016 5:00 PM (Minutes Approval)

- B. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2015-42, which adopted and approved the budget for fiscal year beginning October 1, 2015 and ending September 30, 2016, and make appropriations for each department, project and account, by adopting an amended fiscal year 2015-2016 budget for the City of Celina, Texas, reallocating funds between accounts pursuant to exhibit "A", attached hereto and incorporated into this ordinance. (Toutounchian)

(2016-70)

- C. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, adopting the annexation of certain territories contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 70.000 acre tract of land and an approximately 30.778 acre tract of land, both being situated in the Mary Howell Survey, Abstract No. 395, Collin County, Texas and generally located east of CR 90, north of the future alignment of Sunset Boulevard and west of FM 2478 (Custer Road); and more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, and the rights-of-way adjacent to these properties. (Hundred Acre Park Annexation) (Liebman)

(2016-72)

- D. Consider and act upon a Construction Plat for Bluewood Phase 1, an approximately 103.03 acre tract of land situated in the John Cahill Survey, Abstract No. 171 and the Shelby Glass Survey, Abstract No. 346, and generally located on the north side of Ownsby Parkway, south of Choate Parkway, east of Carter Ranch, and west of future Coit Road (CR 86) containing 337 residential lots, one (1) school lot, one (1) amenity center lot, and thirty-three (33) open space lots. (Bluewood Phase 1 Construction Plat) (Liebman)
- E. Consider and act upon a Final Plat for Light Farms, The Cypress Neighborhood, Phase 2 being approximately 37 acres situated in the Collin County School Land Survey #14, Abstract No. 167, comprised of 147 residential lots and thirteen (13) open space lots. The property is generally located north of Frontier Parkway, west of Worthington Way and east of the BNSF Railroad. (Light Farms Cypress II) (Liebman)
- F. Consider and act upon a Final Plat for Light Farms, The Eastland Neighborhood being approximately 47.35 acres situated in the Collin County School Land Survey #14, Abstract No. 167, comprised of 156 residential lots and eight (8) open space lots. The property is generally located north of Frontier Parkway, west of Worthington Way and east of the BNSF Railroad. (Light Farms Eastland) (Liebman)
- G. Consider and act upon a Final Plat for Light Farms, The Sage Neighborhood, Phase 2 being approximately 31.40 acres situated in the John Ragsdale Survey, Abstract No. 734, comprised of 153 residential lots and ten (10) open space lots. The property is generally located north of Frontier Parkway, east of Worthington Way and west of Preston Road. (Light Farms Sage II) (Liebman)

VIII. PUBLIC HEARING/ACTION:

Minutes Acceptance: Minutes of Nov 8, 2016 5:00 PM (Minutes Approval)

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 70.00 acre tract of park land situated in the Mary Howell Survey, Abstract No. 395, Collin County, Texas and generally located east of CR 90, north of the future alignment of Sunset Boulevard and west of Custer Road; a 30.778 acre tract of park land situated in the Mary Howell Survey, Abstract No. 395, Collin County, Texas and generally located east of CR 90, north of the future alignment of Sunset Boulevard and west of Custer Road; a 4.006 acre tract of park land situated in the Henry Bentley Survey, Abstract No. 124, Collin County, Texas, and generally located at the southwest corner of FM 455 and FM 428; a 14.974 acre tract of park land situated in the Henry Bentley Survey, Abstract No. 124, Collin County, Texas and generally located south of FM 455 and west of FM 428; and a 44.00 acre tract of park land situated in the Celina City Park Addition Lot 1, Block 1, Celina, Collin County, Texas and generally located south of FM 455 and west of FM 428, as described in Exhibit "A," and depicted in Exhibits "B," "C," "D," and "E," attached hereto and incorporated herein to be zoned CF, Community Facilities zoning district. (City Park Land Rezoning) (Liebman)

(2016-73) Mayor Terry opened the hearing at 6:20 p.m. No public comment was received. The hearing was closed at 6:22 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Chad Anderson, Place 6
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

- B. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 43.0 acre tract of land situated in the M. Wilhite Survey, Abstract No. 1008, Collin County, Texas, and generally located at the northwest corner of CR 86 (future Coit Road) and CR 84, Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein, to be zoned PD, Planned Development District #74. (Ken Wood Tract Rezoning) (Liebman)

Mayor Terry opened the hearing at 6:22 p.m. Shea Kirkman of 312 W. Walnut representing the applicant noted that Multi Family and mini storage options were removed from the project. A landscape buffer was added at the request of staff and additional restrictions were added to limit impacts.

Jenny Page of 1111 E. Ownsby Parkway said she thought the tracts across the street would be 5 acre estate lots. She thought during the neighborhood meeting that senior living was removed and asked if it was being replaced by retail. She expressed concerns regarding traffic at the curve in the road and hopes for some traffic control. She hopes the council will consider what is said tonight.

Bobby Page of 1111 E. Ownsby Parkway said he didn't move to Celina to be next to retail which can have an adverse effect on quality of life. He is concerned about quality of life.

Sandy Shipley of 3618 Quail Hollow says the project is directly across the street from her home and would like to have Single Family. She thanked Councilman Bill Webber for helping to remove the Multi Family and add a burm. She would like the council to consider moving the water tower further north.

David Shipley of 3618 Quail Hollow said he has a country atmosphere and large lots (in his neighborhood). He brought a copy of a petition in protest (of the proposed zoning) with 133 signatures. He asked that the water tower be moved farther north. He has a concern about the electrical station. He asked the City Council to take care to have Celina look better when you come into it.

Robert Flores of 3700 Quail Hollow said he had concerns with the Wood Tract. He didn't expect retail, need to concur with the neighborhood and asked Council to act responsibly.

Carol Waina of 3795 Dove Creek has a concern (with this item). She agrees with those who spoke and wants to keep the country feel with large lots.

Steven Bower of 3700 Preston Hills Circle was looking for a country appeal when he moved here. He asked to please consider those already here and keep development flow consistent with what is already here.

Jeff Knowles of 3956 Peregrine Point said thank you for removing Multi Family and his concern is the water tower. He asked to consider moving it further north.

Dale Bainum of 3541 Heritage Trail handed out and spoke on a written list of concerns to the City Council.

John Lance of 3262 Preston Hills Circle said he was opposed to the development and has noticed a pattern to development coming in with what is not wanted. He said this is an opportunity to learn from other cities. He asked the City Council to consider what we want in this town.

Eric Geiger of 1123 E. Ownsby Parkway said he is located in the absolute middle of the corner and has issues with connectivity. He believes Tract B would make a good walkway park. He says we need to respect nicer established neighbors.

Shea Kirkman answered questions related to Townhomes and Patio Homes.

Mayor Terry closed the hearing at 7:04 p.m.

RESULT:	CONTINUED [UNANIMOUS]	Next: 12/13/2016 5:00 PM
MOVER:	Bill Webber, Place 1	
SECONDER:	Andy Hopkins, Place 3	
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors	

- C. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed assessments to be levied against the assessable property within the Ownsby Farms Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±119.138 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167 Collin County, Texas and located within the city limits of the City of Celina, Texas. The property is generally located south of CR 53, north of Frontier Parkway, west of Preston Road and east of the BNSF Railroad. (Ownsby Farms) (Liebman)

Mayor Terry recused himself at 7:04 p.m. due to a conflict of interest. Mayor Pro Tem Anderson called the hearing to order at 7:04 p.m. No public comment was received. The hearing was closed at 7:10 p.m.

Councilman Hopkins moved to continue the hearing and table action to the December 13th meeting and direct staff to re-notice and republish the proper notification.

RESULT:	TABLED [UNANIMOUS]	Next: 12/13/2016 5:00 PM
MOVER:	Andy Hopkins, Place 3	
SECONDER:	Carmen Roberts, Place 4	
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors	

- D. The Celina City Council will conduct two public hearings at 5:00 p.m. and 5:05 p.m. to consider testimony on the proposed voluntary annexation of approximately 8.784 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tracts 95, 38 and 96. The properties are generally located west of Preston Road (SH 289) and east of the Burlington Northern Santa Fe Railroad. (Old Celina Annexations) (Liebman)

Mayor Terry returned at 7:10 p.m. and opened the first public hearing at 7:10 p.m. No public comment was received. The hearing was closed at 7:11 p.m.

Mayor Terry opened the second public hearing at 7:11 p.m. No public comment was received. The hearing was closed at 7:12 p.m.

- E. The Celina City Council will conduct two public hearings at 5:00 p.m. and 5:05 p.m. to consider testimony on the proposed voluntary annexation of approximately 3.305 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 Sheet 2, Tract 2, Collin County Texas and a 0.95 acre tract of land situated in the B.B.B. and C. RR. Co Survey Abstract No. 132, Tract 20 Collin County, Texas. The properties are generally located west of Preston Road (SH 289) and east of the Burlington Northern Santa Fe Railroad. (Liebman) (Old Celina Annexations)

Mayor Terry opened the first public hearing at 7:12 p.m. No public comment was received. The hearing was closed at 7:12 p.m.

Mayor Terry opened the second public hearing at 7:12 p.m. No public comment was received. The hearing was closed at 7:13 p.m.

- F. The Celina City Council will conduct two public hearings at 5:00 p.m. and 5:05 p.m. to consider testimony on the proposed voluntary annexation of approximately 186.653 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tracts 1 and 74; the Samuel Queen Survey, Abstract No. 731, Tract 7; the J.K. Rice Survey, Abstract No 767, Tract 2; and the H.C. Routh Survey, Abstract No. 765, Tract 11, Collin County, Texas. The property is generally located east of Preston Road (SH 289), and south of FM 455. (Old Celina Annexations) (Liebman)

Mayor Terry opened the first public hearing at 7:13 p.m. No public comment was received. The hearing was closed at 7:13 p.m.

Mayor Terry opened the second public hearing at 7:13 p.m. No public comment was received. The hearing was closed at 7:13 p.m.

- G. The Celina City Council will conduct two public hearings at 5:00 p.m. and 5:05 p.m. to consider testimony on the proposed voluntary annexation of approximately 37.85 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 tracts 91-94, Collin County. The properties are generally located west of Preston Road (SH 289) and east of the Burlington Northern Santa Fe Railroad. (Old Celina Annexations) (Liebman)

Mayor Terry opened the first hearing at 7:13 p.m. No public comment was received. The hearing was closed at 7:14 p.m.

Mayor Terry opened the second hearing at 7:14 p.m. No public comment was received. The hearing was closed at 7:14 p.m.

- H. The Celina City Council will conduct a public hearing to consider testimony and act upon amendments to the City's Code of Ordinances Chapter 14: Zoning, Article 14.05: "Development Standards and Use Regulations," Division 4, "Fencing, Wall and Screening Requirements," Section 14.05.123, "Fences in Residential Areas." (Fences) (Liebman)

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

Dale Bainum of 3541 Heritage Trail said he was afraid livestock might be in frontyards (in large lot neighborhoods).

Councilman Hopkins moved to continue to the Decemer 13th meeting with given considerations.

RESULT:	TABLED [UNANIMOUS]	Next: 12/13/2016 5:00 PM
MOVER:	Andy Hopkins, Place 3	
SECONDER:	Mindy Koehne, Place 5	
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors	

IX. ACTION ITEM:

Minutes Acceptance: Minutes of Nov 8, 2016 5:00 PM (Minutes Approval)

- A. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending the City's Code of Ordinances, Appendix A: Fee Schedule, various utility fees. (Fourmentin)

(2016-71) Councilman Nabors asked that this item be pulled from the Consent Agenda (C) and be discussed as an action item.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

- B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, confirming support for the proposed legislation before the Texas House of Representatives and the Texas Senate regarding the timing of the future annexation of land located within the Smiley Road Water Control and Improvement District. (Smiley Road Water Control and Improvement District Legislation) (Liebman)

Councilwoman Koehne recused herself at 7:24 p.m. due to a conflict of interest. Scott Norris representing the developer and owner noted that the original language was somehow modified in the legislature.

RESULT:	APPROVED [5 TO 0]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Hopkins, Webber, Roberts, Anderson, Nabors
RECUSED:	Koehne

- C. Consider and act upon a resolution determining the cost of authorized improvements, calling for a public hearing for December 13, 2016 on the PID Levy and Assessments, approving the preliminary Service Assessment Plan (SAP) and proposed assessment roll, setting a levy and assessment date for December 13, 2016 and directing notice of the December 13, 2016 public hearing for Mustang Lakes Phase 2 Public Improvement District, consisting of a ±682 acre tract of land, situated in the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and generally located north of FM 1461 (Frontier Parkway) and west of FM 2478 (Custer Road). (Mustang Lakes Phase 2 PID) (Liebman)

Councilwoman Koehne returned to the dais for item C. Mayor Pro Tem Anderson moved to approve item B with the updated SAP.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chad Anderson, Place 6
SECONDER:	Bill Webber, Place 1
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

- D. Consider and act upon a resolution of the City Council of the City of Celina, Texas, confirming support for the proposed Palladium Celina Senior Living Development located on the southwest corner of E. Sunset Blvd and County Road 89 (Palladium Celina Senior Living) (Liebman)

Councilwoman Koehne recused herself at 7:29 p.m. due to a conflict of interest.

Ryan Combs with Palladium asked for support for the project. Property owner Courtney Underwood spoke in support of the project.

RESULT:	APPROVED [5 TO 0]
MOVER:	Carmen Roberts, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Hopkins, Webber, Roberts, Anderson, Nabors
RECUSED:	Koehne

- E. Consider and act upon a Construction Plat for Legacy Drive and Frontier Parkway, being approximately 8.663 acres situated in the William Davenport Survey, Abstract No. 262, and the J. McKinn Survey, Abstract No. 889 the property is generally located at the northwest and northeast corners of Frontier Parkway and Legacy Drive. (Creeks of Legacy) (Liebman)

Councilwoman Koehne returned to the dais. Mayor Terry recused himself at 7:33 p.m. due to a conflict of interest.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

- F. Consider and act upon a resolution setting a date, time and place (Tuesday, December 13, 2016 at 5:00 PM & Tuesday, December 13, 2016 at 5:05 PM) at 112 N. Colorado Dr., Celina, Tx 75009, for public hearings on the proposed annexations of a 7.646 acre tract of land situated in the Collin County School Land #14 Survey Abstract No. 167, Tract 37, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located on the east of FM 1385, north and west of Crutchfield Dr., and south of FM 428. (Ayala Tract) (Liebman)

Mayor Terry returned at 7:38 p.m. Councilman Hopkins moved to approve item E with (location) changes noted by staff. (North of CR 53 and west of Preston Road).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 7:40 p.m.

Sean Terry, Mayor

Vicki Faulkner, TRMC
City Secretary, City of Celina, Texas

Date Minutes Approved

Minutes Acceptance: Minutes of Nov 8, 2016 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL AND PLANNING & ZONING COMMISSION WORK SESSION
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
WEDNESDAY, NOVEMBER 9, 2016 AT 5:30 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Sean Terry	City of Celina	Mayor	Present	
Wayne Nabors	City of Celina	Place 2	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Chad Anderson	City of Celina	Place 6	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Bill Webber	City of Celina	Place 1	Present	
Mindy Koehne	City of Celina	Place 5	Present	

Mayor Terry called the Worksession to order at 5:34 p.m.

Planning and Zoning Chairman Jace Ousley called the Planning and Zoning Commission to order at 5:34 p.m. with the following members present: Ben Hangartner, Mitch Freeman, Mike Terry and Scott Cromwell. Shelby Barley and Charles Haley were absent.

II. WORKSESSION:

- A. Discuss a rezoning request for multiple tracts of land, including: A) approximately 434.857 acres to a PD, Planned Development zoning district with base zoning destinations of MU-2, Regional Mixed Use zoning district; B) approximately 573.709 acres to a PD, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning; C) approximately 198.295 acres to a PD, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning

Matthew Kiran (Old Celina, Ltd.), Rex Glendenning (Old Celina, Ltd.) Scott Polikov (Gateway Planning), Mick Granlund (O'Brien Architects) and Neal Rackleff (Locke and Lord Attorneys) representing the applicant, presented the proposed project and request for diversion from the typical development process due to the unique nature of their project. General discussion took place.

III. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the City Council at 6:36 p.m. Chairman Ousley adjourned the Planning and Zoning Commission at 6:36 p.m.

Minutes Acceptance: Minutes of Nov 9, 2016 5:30 PM (Minutes Approval)

Sean Terry, Mayor

Vicki Faulkner, TRMC
City Secretary, City of Celina, Texas

Date Minutes Approved

Minutes Acceptance: Minutes of Nov 9, 2016 5:30 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL, PLANNING & ZONING COMMISSION AND ECONOMIC DEVELOPMENT
CORPORATION SPECIAL MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, DECEMBER 6, 2016 AT 4:00 PM**

MINUTES

I. CALL TO ORDER:

Attendee Name	Organization	Title	Status	Arrived
Sean Terry	City of Celina	Mayor	Present	4:08 PM
Wayne Nabors	City of Celina	Place 2	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Chad Anderson	City of Celina	Place 6	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Bill Webber	City of Celina	Place 1	Present	
Mindy Koehne	City of Celina	Place 5	Present	

Mayor Pro Tem Chad Anderson called the meeting to order at 4:00 p.m. A quorum of the Planning and Zoning Commission was not present. A quorum of the Economic Development Corporation was not present.

II. PRESENTATION AND DISCUSSION:

1. Introductions (Chaffin)

Interim City Manager Rick Chaffin gave a brief overview of the goals for the worksession and introduced Trent Petty with Petty & Associates.

2. Presentation and discussion regarding special tax financing districts and roles and responsibilities of staff and consultants. (Petty)

Trent Petty with Petty and Associates and Jason Hughes with First Southwest Securities made the presentation outlining different types of special purpose districts, financing, considerations, roles and responsibilities of consultants and staff and the necessary processes needed to thoroughly review projects.

III. ADJOURN PLANNING & ZONING COMMISSION AND ECONOMIC DEV CORP:

Quorums of the Planning and Zoning Commission and the Economic Development Corporation were not present.

IV. EXECUTIVE SESSION:

The City Council adjourned into executive session at 5:45 p.m.

Minutes Acceptance: Minutes of Dec 6, 2016 4:00 PM (Minutes Approval)

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

1. Old Celina Municipal Management District & Tax Increment Reinvestment Zone #5
2. Dynavest
3. Ownsby Farms
4. Mustang Lakes Public Improvement District, Phase II
5. The Parks at Wilson Creek
6. Eland Municipal Management District

Reconvene into Open Session:

The City Council reconvened into open session at 6:45 p.m.

V. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:45 p.m.

Sean Terry, Mayor

Vicki Faulkner, TRMC
City Secretary, City of Celina, Texas

Date Minutes Approved

Minutes Acceptance: Minutes of Dec 6, 2016 4:00 PM (Minutes Approval)



Fire Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mark Metdker, Public Safety Director
CC: Rick Chaffin, Interim City Manager
Date: December 13, 2016
Re: Denton County EMS Agreement

Action Requested:

Consider an act upon an agreement by and between the City of Celina and Denton County for Emergency Medical Services. (Metdker)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

approve

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, 2016, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City of Celina, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "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 expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

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

Attachment: 2016-2017 Celina Ambulance (1836 : Denton County EMS agreement)

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, 2016, and ending on September 30, 2017.

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.

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 her 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**.

V.

COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$2,836.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4815 per capita; said sum computes to \$669.24.
2. A fixed sum of \$250.9870 per ambulance transport. There were no transports made by **AGENCY** in fiscal year 2016.
3. A fixed sum based on 3.16 rural miles in the agreed operating territory; said sum computes to \$2,165.82.

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**.

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. 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.

XVII.
SERVICE AREA

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

EXECUTED in triplicate originals on the dates set forth below.

COUNTY:

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

BY: _____

Mary Horn
Denton County Judge

AGENCY:

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

BY: _____

Name _____
Title _____

Attachment: 2016-2017 Celina Ambulance (1836 : Denton County EMS agreement)

Acting on behalf of and by
the authority of the Denton County
Commissioners Court of Denton, Texas

Acting on behalf of and by the
authority of the City of Celina

DATED: _____

DATED: _____

ATTEST:

APPROVED AS TO CONTENT:

BY: _____
Denton County Clerk

BY: _____
Denton County Fire Marshal

APPROVED AS TO FORM:

BY: _____
Assistant District Attorney

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.

James Wells, Denton County Auditor

Attachment: 2016-2017 Celina Ambulance (1836 : Denton County EMS agreement)





Fire Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mark Metdker, Public Safety Director
CC: Rick Chaffin, Interim City Manager
Date: December 13, 2016
Re: Denton County Fire Agreement

Action Requested:

Consider an act upon an agreement by and between the City of Celina and Denton County for fire related services. (Metdker)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

approve

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, 2016, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City Celina Fire Department, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "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, 2016, and ending September 30, 2017.

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

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, 9060 Teasley Lane, Denton, Texas 76210-4010. 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.

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 her 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 **\$525.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2016, to September 30, 2017. The **COUNTY** anticipates the **AGENCY** to run approximately 2 fire calls for a total funding of **\$1,050.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$11,050.00**. 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**.

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.

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.

XVI.
SERVICE AREA

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

EXECUTED in triplicate originals on the dates set forth below.

COUNTY

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

AGENCY

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

By _____
Mary Horn
Denton County Judge

By _____
Name _____
Fire Chief

Acting on behalf of and by the
authority of Denton County
Commissioners Court of
Denton County, Texas

Acting on behalf of and by the
authority of the City of Celina

DATED: _____

DATED: _____

ATTEST:

BY: _____
Denton County Clerk

APPROVED AS TO CONSENT:

BY: _____
Denton County Fire Marshall

APPROVED AS TO FORM:

BY: _____
Assistant District Attorney

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 Contract/Agreement.

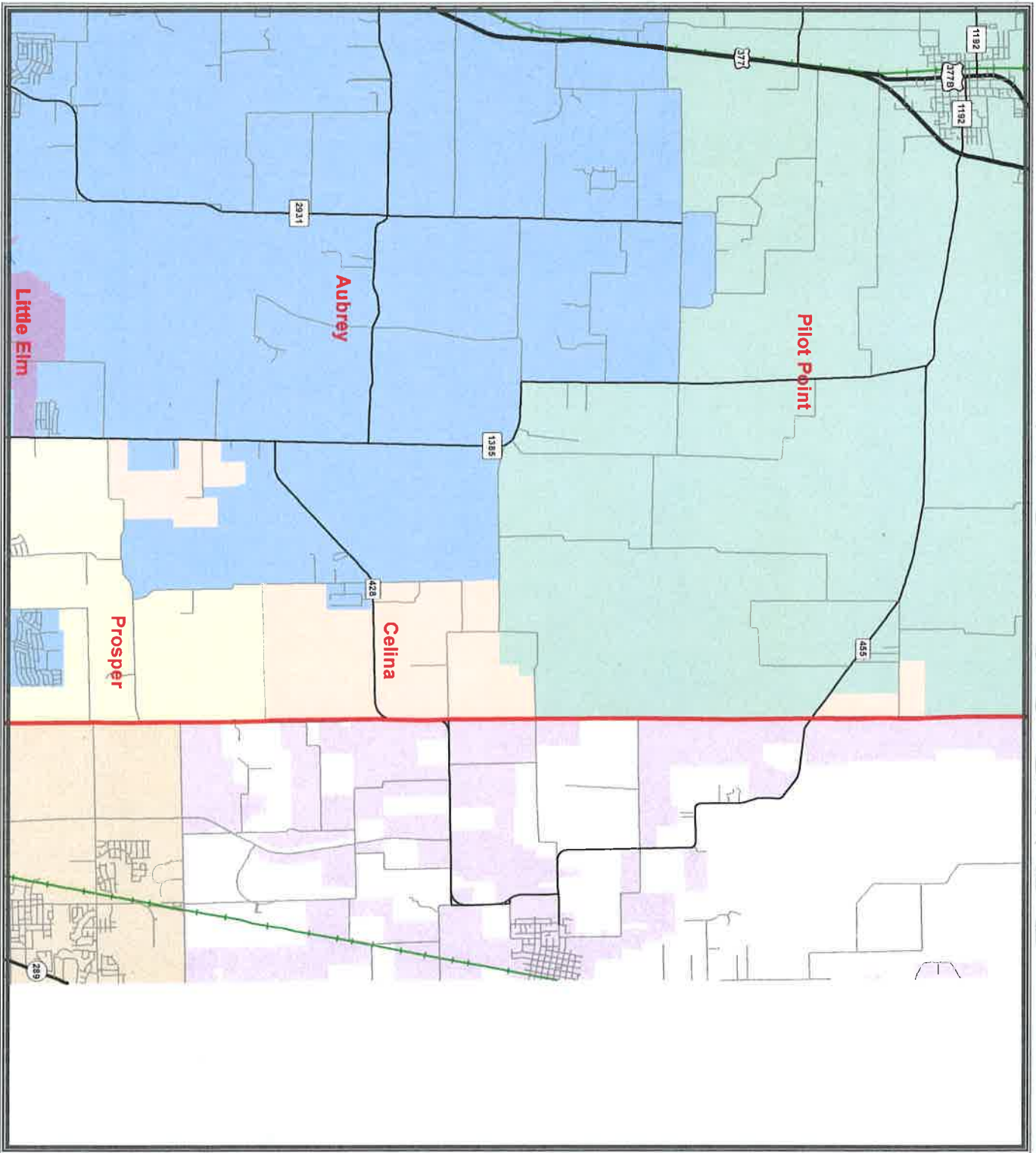
James Wells, Denton County Auditor

Attachment: 2016-2017 Celina Fire (1837 : Denton County Fire Agreement)

DENTON COUNTY

Celina Fire District

Attachment: 2016-2017 Celina Fire (1837 : Denton County Fire Agreement)





DENTON COUNTY TEXAS
1846

Map of Denton County, Texas
Scale: 1 inch = 10 miles
Map Date: 10/1/2016

City Population
Denton > 100,000
Lewisville > 100,000
Ft. Worth > 100,000
Irving > 100,000
Dallas > 100,000
Arlington > 100,000
San Antonio > 100,000
Houston > 100,000
Phoenix > 100,000
San Diego > 100,000
San Jose > 100,000
Los Angeles > 100,000
New York > 100,000
Chicago > 100,000
Philadelphia > 100,000
San Francisco > 100,000
Seattle > 100,000
Portland > 100,000
Denver > 100,000
Austin > 100,000
San Diego > 100,000
San Jose > 100,000
Los Angeles > 100,000
New York > 100,000
Chicago > 100,000
Philadelphia > 100,000
San Francisco > 100,000
Seattle > 100,000
Portland > 100,000
Denver > 100,000
Austin > 100,000



1 inch = 1.6 miles
November 07, 2016

Legend
INTERSTATE
U.S. HIGHWAY
STATE HIGHWAY
MAJOR THROUGH/ARTERIAL
UNIM. ROADS
CEMETERY
RAILROADS
AIRPORTS
STREETS
LAKES & PONDS

Overview Map



DTS
DEPARTMENT OF
TECHNOLOGY SERVICES
DENTON COUNTY



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Gabe Johnson, Director of Engineering
 CC: Vicki Faulkner, City Secretary
 Date: December 13, 2016
 Re: Professional Services Contract - Garver - Downtown Drainage Master Plan Update

Action Requested:

Consider and act upon a contract by and between the City of Celina and Garver for Professional Services related to the Downtown Drainage Master Plan Update. (Johnson)

Background Information:

Garver will assist the City in a study to determine the pipe size, costs and priority for enclosing the Downtown open ditch drainage system within the boundaries of approximately Malone Street on the north, Sunset Blvd on the south, Preston Road on the east and Stephanie Drive on the west.

Appropriate offsite drainage areas which will impact the sizing of the proposed drainage systems will also be included in the study. This study will address enclosing these existing open roadside ditch drainage systems within the study area and putting the flow into adequately sized storm sewer pipes. The study is not intended to address proposed street or other utility improvements.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

This study is for a lump sum of \$264,100.00 and will be funded from the Storm water utility funds

Legal Review:

The City Attorney will review the proposed contract for content and form

Supporting Documents:

See attached

Staff Recommendation:

Approve



WORK ORDER NO. 4
City of Celina
Celina, Texas
Garver Project No. 16087600

This WORK ORDER is made by and between the **City of Celina of Celina, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on November 10, 2015.

Under this Work Order, the Owner intends to commission a study for the **Downtown Master Drainage Plan Update**.

The specific work items and tasks to be accomplished are described in detail in the following Scope of Services.

EXHIBIT A - SCOPE OF SERVICES

STUDY AREA

General Study Area Concept

In discussions with the City, a basic study concept for this effort was developed. It was determined that the study would address the following areas of the City.

- The City wants to determine the pipe size, costs and priority for enclosing the open ditch drainage system within the developed existing original central part of town as bounded by approximately Malone Street on the north, Sunset Blvd. on the south, Preston Road on the east and Stephanie Drive on the west. Exhibit D (attached) shows the study limits. Appropriate offsite drainage areas will also be included in the study area where they impact the sizing of the proposed drainage systems. This study will address enclosing these existing open roadside ditch drainage systems within the study area and putting the flow into adequately sized storm sewer pipes. The study is not intended to address proposed street or other utility improvements.

Specific Areas to Be Studied

Based on the concept discussed above, the specific areas to be studied are listed below:

- There are three major drainage basins within the town. These include the North Elm Basin, the South Elm Basin and the Doe Branch Basin. These areas will be studied as described in the following sections to determine the pipe size and preliminary opinion of probable cost to enclose the open ditch roadway drainage systems into a storm sewer pipe.

GENERAL STUDY ASSUMPTIONS:

The following assumptions will guide the study effort:

- The City will provide Garver a list of known drainage structure and flooding problems in the study area,
- ☐ The City will provide Garver with all available construction plan information regarding bridges, culverts, storm sewer pipes and channels within the Study Area,
- ☐ The City will provide a digital base map and appropriate digital files for use by Garver.
- ☐ General topographic information within the City will be obtained from existing City topographic information. Topographic information shall be certified and accurate. Topographic information for the study will be obtained from a combination of survey, City topo and LiDAR topography.

SCOPE OF SERVICES AND SPECIFIC ASSUMPTIONS:

The work to be performed will include preparation of the necessary reports, hydrologic studies, hydraulic studies, preliminary pipe size elements, and preliminary cost estimates required to prioritize the construction of improvements to the proposed drainage systems within the study area described above. Garver will also contact existing franchise utilities to request maps of their facilities in order to attempt to determine if there are conflicts with the proposed storm sewer systems. Garver will also obtain and coordinate our internal efforts with respect to an ongoing Garver project to propose a sanitary sewer system in the study area. This contract does not include preparation of the actual construction plans or specifications to perform the work.

The following tasks and items will be performed by Garver.

100 SERIES TASKS – PROJECT WORKSHOP AND KICKOFF MEETING

The following tasks will be completed to acquaint the City with the project scope and define a format compatible for the study.

Task 101 - Project Workshop

Garver will conduct a project workshop with City staff at the beginning of the project. The purpose of the workshop will be to better understand the City's concern for drainage issues, provide the City staff with a basic understanding how the project will be conducted and allow the City staff to gain further understanding of approaches to solving drainage related problems. The workshop will be conducted over one workday. Additional meetings, if needed, can be added for an additional fee.

Task 102 - Review Development Trends

Initially, Garver will review the development trends with the City to better understand them. The City shall provide a planning and zoning map or other appropriate information for the areas within the study limits in an appropriate Geographic Information System (GIS). With a graphical display, growth patterns may be easier to see and understand. Garver will then meet with the City engineering and planning departments to discuss and agree upon development trends to decide appropriate development and drainage parameters in the study area. Up to two meetings with appropriate city staff are allotted to accomplish this task.

Task 103 - Convert Trends to Drainage Parameters

Garver will then work with the City to equate the growth trends to the type of development that will occur within the study area. This growth will be equated to residential or commercial land use. The growth trends and land use type will also be broken down by watershed and planning and zoning boundaries for the study, where appropriate.

200 SERIES TASKS - PREPARE DRAINAGE AREA AND PLANNING MAP

Garver will produce a drainage area map of the features within the study area. The drainage areas determined in the study prepared by Birkhoff, Hendricks & Conway, LLP (BHC) dated September 2005 will only be checked and verified.

300 SERIES TASKS - DETERMINE STRUCTURE SIZE FOR FUTURE SYSTEMS

The following tasks will be performed in order to determine the size of the proposed drainage pipes required to convey future flood flows.

Task 301 - Compute Future Discharges

Garver will develop hydrologic conditions and discharges for each drainage basin and respective outfall tributary for the study area. The hydraulic conditions will be prepared for the return period required for street drainage.

In order to determine downstream boundary conditions for the proposed storm sewer pipes in the study area, Garver will prepare a hydrologic model of the watershed for the outfall creek for the North Elm Basin and the South Elm Basin to determine discharges from the watershed. The Doe Branch Basin has discharges computed by others. Garver will compute discharges for the 10-, 25- 50-, and 100-year storms for fully urbanized watershed conditions. The hydrologic model will be prepared using the HEC-HMS software.

Garver will identify existing channel reaches, culverts and bridges within the study area that may be inadequate to convey future flood flows.

Task 302 - Determine Future Structure Size

Hydraulic computer models will be developed for the proposed storm sewer pipes in order to determine the required storm sewer pipe sizes to convey the design flows to reflect future conditions.

For computing the hydraulic capacity of the proposed storm sewer pipes, Garver will use applicable storm sewer hydraulic software that is easily obtainable by the City for future use. The software SewerGems will be used to determine the required pipe sizes.

Hydraulic capacities of the North Elm and South Elm Basins' offsite discharge streams will be computed to obtain downstream boundary conditions for the proposed storm sewer systems by using the United States Corps of Engineers' (USACE) HEC-RAS Water Surface Profiles computer program.

A hydraulic computer model of the Doe Branch channel completed by others will be used to obtain downstream boundary conditions for proposed systems within that watershed.

For the downstream creeks listed above (North Elm and South Elm), any stream reach, culvert or bridge that is determined as having inadequate capacity to carry the future condition 100-year discharge will be noted for needing improvement. The City can

advise Garver to utilize flow data for 10, 25, 50, or 100-year storm events, but only one design storm will be utilized for the study area.

By computing the future flow at the existing drainage structure, Garver can determine if the structure will be inadequate to convey the future predicted discharge. From this process, Garver can locate the culverts and bridges along the creeks that can cause flooding problems under a future development scenario.

Task 303 - Site Visit and Survey

Garver will also conduct a site visit with appropriate City staff members to visually inspect existing parts of the study area. Pertinent structures will be photographed for use in meetings with City staff. Where appropriate, the photographs will be included in the final report to the City.

Survey information for the study will be determined from a combination of LiDAR and field surveys. For the field surveys, it is assumed that up to 60 field survey crew hours will be used to verify key elevations within the study area. All other elevation information for the study will be determined from the City's LiDAR data.

400 SERIES TASKS - ESTIMATED COSTS FOR IMPROVEMENTS

With the completion of the preceding tasks, information relating to the structure size needed to convey the future design discharge in the proposed storm sewer pipes will be available. Garver will use this information to develop preliminary opinions of probable costs to construct the improvements. This cost information will only be developed for the proposed storm sewer pipes. Costs for street, water or sanitary sewer improvements will not be included.

Task 401 - Prioritizing Improvement Projects

Garver will also provide a priority ranking of each proposed improvement project so that the City will know which projects and watershed should be completed first. The priority of projects will be broken down as directed by the City. Since cost is not the only factor that can be used to prioritize needed drainage improvements, Garver will use a project priority matrix. The project priority matrix allows other subjective factors to be considered when developing priorities for improvements. Garver will work closely with the City staff and the directors to determine the applicable factors and weights for the matrix.

Task 402 - Prepare a Schedule for Improvements

Once the projects have been prioritized according to the matrix approach, a schedule of projects will be prepared. The top prioritized projects will be scheduled for completion in each area and only enough projects to spend the available funds for a particular year will be scheduled.

Task 403 - Prepare Map of Improvement Locations

The City's GIS base information will be utilized to develop a digital map of the improvement locations. The digital maps will be prepared with a GIS standard software, but maps can be distributed in Adobe Acrobat file for reproduction and viewing.

500 SERIES TASKS - MEETINGS WITH CITY STAFF

Work effort for this series of tasks includes the attendance of Garver staff at meetings with various Municipal departments. For the purposes of this scope of services, the Engineering Department is assumed to be the managing entity for this contract.

Meetings will be held approximately every other month between Garver management staff, City project management and City senior staff for information transfer and project tracking. A maximum of four (4) of these meetings will be held with City Project Management Staff.

600 SERIES TASKS - PREPARATION OF A DRAFT REPORT

The various components of the Study will be compiled into a cohesive report structure and 5 copies of the draft report will be submitted to City staff for review and comments.

Garver will work with City staff to define the format of the final report. The recommendations on the format will be developed and coordinated with City staff for approval.

700 SERIES TASKS - PREPARATION OF A FINAL REPORT

Using the results of the description above, and incorporating the City's comments regarding the draft report, 5 copies of the final report will be prepared and submitted to the City for approval. An electronic copy of the report will be submitted to the City also.

800 SERIES TASKS - EXPENSES

Expenses included in this contract are shown in Exhibit B. Expenses include material production and reproduction costs, photographic costs, courier costs, travel and other miscellaneous items.

EXHIBIT "B"
FEE PROPOSAL

INTRODUCTION:

This section presents the proposed fee to accomplish the scope of work outlined in Exhibit "A" of this proposal. This project will be completed on a Lump Sum Basis.

The total cost for completing the project related items discussed in Exhibit "A" is **\$264,100.00**. The summary of costs for each major task item is shown in Table 1 below. Progress invoices will be billed monthly.

TABLE 1
SUMMARY OF COSTS

<u>TASK SERIES</u>	<u>DESCRIPTION</u>	<u>COST</u>
100	Project Workshop and Kickoff Meeting	\$1,600.00
200	Prepare Drainage Area and Planning Map	\$3,600.00
300	Determine Structure Sizes for Future Systems (Includes Survey Effort)	\$186,600.00
400	Cost Estimates For Structures and Proposed Pipes	\$34,400.00
500	Meetings with City Staff	\$6,100.00
600	Prepare Draft Report	\$19,700.00
700	Prepare Final Report	\$10,800.00
800	Expenses	<u>\$1,300.00</u>
	Total Study Cost	\$264,100.00

Attachment: City of Celina Master Drainage Plan Update WO 4 12-07-2016 Signed (1838 : Garver - MDP Update)

EXHIBIT C SCHEDULE

The scope of services described in Exhibit A can be completed approximately nine months from receipt of Notice to Proceed or a signed Work Order. An approximate completion schedule for each task element is shown in Table 2 below.

**TABLE 2
SCHEDULE SUMMARY**

<u>TASK SERIES</u>	<u>DESCRIPTION</u>	<u>APPROXIMATE COMPLETION*</u>
100	Project Workshop and Kickoff Meeting	Two weeks from Notice to Proceed (NTP)
200	Prepare Drainage Area and Planning Map	Six weeks from NTP
300	Determine Structure Sizes for Future Systems (Includes Survey Effort)	Six months from NTP
400	Cost Estimates For Structures and Proposed Pipes	Seven months from NTP
500	Meetings with City Staff	Conducted throughout project
600	Prepare Draft Report	Eight months from NTP
700	Prepare Final Report	Nine months from NTP

*Approximate completion dates assume reasonable review schedules from City and appropriate access of required information to conduct the study.

Deliverables to Be Provided to City:

The following items will be provided to the City at the completion of the study:

- Final sealed report as a pdf and hard copy documenting the study effort and recommendations,
- Copy of the SewerGems model,
- Copy of HEC-RAS models,
- Copy of HEC-HMS models,
- Copies of hydraulic calculations,
- Copies of all shape files developed in the study,
- Copies of field survey points and field notes.



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

City of Celina

GARVER, LLC

By: _____
Signature

By: JS Miller
Signature

Name: _____
Printed Name

Name: FRANK MILLWAIN
Printed Name

Title: _____

Title: VICE PRESIDENT

Date: _____

Date: 12/7/16

Attest: _____

Attest: Brent E. Hershman
12-07-2016



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: December 13, 2016
Re: Hach Flow Meter Data Delivery Service

Action Requested:

Consider and act upon a contract by and between the City of Celina and Hach Company to Provide Data Delivery Services. (Johnson)

Background Information:

The SE Sector sewer project that is currently under construction will be transferring sewer flows from a sewer shed that flows away from UTRWD to the UTRWD sewer shed. As per our contract with UTRWD all sewer flows that are transferred into the basin are subject to a 10% treatment discount. I have estimated that we need about 500 homes in order to achieve a monthly payback for the monitoring system. Anything more than 500 homes is a direct savings. The calculated savings does not include the reduction in staff time for monitoring and maintenance or the initial cost to construct the originally proposed weir, which is a savings of \$50,591.00.

Staff is proposing to set the meter just upstream of the UTRWD delivery point so we can calculate if UTRWD is currently billing us accordingly and once the SE Sector Sewer line has been completed and is generating wastewater we can have it moved to its intended location

Alternatives:

We can construct the weir in the manhole as originally designed.

Financial Considerations:

We intend to use SE Sector bond money to lock in the 5-year monthly rate at \$595/month.

Legal Review:

Legal has reviewed for content and form.

Supporting Documents:

-Proposal

Staff Recommendation:

Approve

TECHNICAL PROPOSAL # 111616-01

Hach Company

DATA DELIVERY SERVICES (DDS)

PREFERRED PROGRAM

City of Celina

November 16, 2016

Attachment: City of Celina TX 111616-01 SL2 (1852 : Hach Meter DDS Contract)



Be Right™

DATA DELIVERY SERVICES

Service Order Form No. 111616-01

November 16, 2016

Customer: City of Celina

Customer P.O.#:

Bill to

Customer contact: Gabe Johnson

Phone: 972-382-2682 x1801

Mobile:

Email: gjohnson@celina-tx.gov

Ship to

Customer contact:

Phone:

Fax:

Email:

ORDER DESCRIPTION:

Qty	Service P/N	Instrument/ Description	Duration (months)	List Price	Discount	Net Price	Unit	Selection (Initial)
1	DDS-SL2-MT	FloDar / FL904	12	\$1,050	10%	\$945*	Per Month	
1	DDS-SL2-LT	FloDar / FL904	36	\$790	8%	\$725*	Per Month	
1	DDS-SL2-LT	FloDar / FL904	60	\$790	25%	\$595*	Per Month	
1	DDS-INST-FM	Installation	N/A	\$1,200	N/A	\$1,200	One Time Fee	

* Monthly price includes 1 annual calibration visit.

DESCRIPTION OF SERVICES: Refer to Technical Proposal and Agreement 111616-01 dated November 16, 2016

TERMS AND CONDITIONS: As stated in the Subscriber License and Data Delivery Services Agreement

SPECIAL OR ADDITIONAL TERMS AND CONDITIONS:

Installation prices are estimated and may exceed the above quoted price.

Each person signing this Service Order Form represents that he/she intends to and has the authority to bind his/her respective party to this Agreement.

IN WITNESS WHEREOF, the parties by their authorized representatives have signed this Service Order Form No. 111616-01 as of November 16, 2016, (the "Effective Date").

HACH COMPANY

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment: City of Celina TX 111616-01 SL2 (1852 : Hach Meter DDS Contract)

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DETAILED TECHNICAL PROPOSAL

SPECIFICATIONS OF FLOWMETER EQUIPMENT

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AND DATA DELIVERY SERVICES

APPENDIX A: CUSTOMER/PROJECT DETAILS

Attachment: City of Celina TX 111616-01 SL2 (1852 : Hach Meter DDS Contract)

DDS PROJECT SUMMARY

Hach Deliverables:

- Delivery of factory calibrated flow instruments and communications equipment as specified
- Hach-certified installation services and system start-up
- In-situ calibration of Hach flow instruments to observed site conditions
- As-built documentation of installations and observed site conditions
- Standard configuration of instruments for 15-minute data collection and 1-hour data transmission intervals
- Customer training on FSDATA software navigation and features, including report generation
- Secure 24/7 access to customer data on Hach's FSDATA software, viewable via standard web browsers (i.e., Internet Explorer)
- Ongoing monitoring of Hach instrument functionality to ensure instrument uptime
- Technical support by phone (800-368-2723) as needed
- Planned and unplanned instrument maintenance
- Instrument removal upon contract completion

Customer Responsibilities:

- Designate a shipping address to receive the meters
- Identify preferred monitoring sites
- Provide access to monitoring sites for Hach's field crews
- Identify one individual as customer administrator, and up to 5 authorized users for access to secure flow data
- Supply computer and internet connectivity to access FSDATA software
- Generate reports utilizing FSDATA software as required by the project

When ready to move forward with your project, please scan and email or fax the signed Service Order form to:

dds@hach.com

Fax: 970-619-5150

Alternatively, if you prefer hard copies, please mail two (2) copies of the signed Service Order form to:

Hach Company
Attn: Hach Flow, DDS Orders
5600 Lindbergh Dr
Loveland, CO 80503
800-368-2723

Hach Company will return a fully executed copy to you in the same manner by which yours was submitted.



TECHNICAL PROPOSAL

Equipment and Services Supplied by Hach Company

Hach Company is pleased to submit to City of Celina ("Customer") this technical and business proposal for your review and consideration (the "Proposal"). Hach proposes to provide services to Customer as set forth below, subject to the terms and conditions of Hach Company's Subscriber License and Data Delivery Services Agreement:

Overview

Hach Company: Hach Company has manufactured products for the environment for more than 60 years. Our commitment to research and development and state-of-the-art manufacturing keeps us firmly at the forefront of technology.

For over 35 years, Marsh-McBirney has provided innovative and award winning flow instrumentation for the industrial and municipal markets. With more than 27 years of experience and cutting-edge technology, Sigma is a worldwide leader in the design and manufacture of innovative flow, sampling, rain and water quality instruments, communication products and data management software. The combined strengths of Hach's Sigma and Marsh-McBirney flow meters provide our customers with over 70 years of flow experience.

Data Delivery Services (DDS)

High-level Description of Services: Hach proposes to install for Customer a collection system flow metering network utilizing Hach's open channel flow meters and tipping bucket rain gauges (optional) equipped with wireless data transmission. Data shall be delivered via a web server application. This enables the Customer to share data across a network (or the Internet) to operating workstations with common internet browser software.

Data is presented to the Customer using Hach's FSDATA web application. FSDATA allows the Customer to analyze data and generate reports directly within the application. Additionally, FSDATA allows the Customer to export data to be utilized in other software packages. All access to data in FSDATA is controlled by password permissions.

Meter sites shall be selected by the Customer based on individual project goals and requirements. All meter sites shall be reviewed by Hach prior to installation to ensure safety and suitability for effective flow monitoring.

95% Up-time Guarantee:

All Hach Data Delivery Services projects include a 95% up-time guarantee (subject to Hach's limited warranty). This guarantee ensures that the Hach instruments deployed for each individual site within the scope of your project will function properly for at least 95% of the time in a given month. In the event that a given meter does not meet that minimum level of up-time, your data from that site for that month is free.

Details Regarding Equipment and Services

Measurement Instrumentation

Instrument Selection: Selection of the appropriate measurement technology to perform flow monitoring is critical to obtaining accurate data. Hach Company's portfolio of Flow measurement instruments allows maximum flexibility in determining the appropriate instrument to match the specific site conditions. All instrumentation utilized in fulfillment of this contract is designed, manufactured, and supported directly by Hach Company. Instrument specifications are included in the "Specifications of Flowmeter Equipment" section of this document.

Equipment and Factory Calibration: Flowmeter Equipment and accessories are stored at our factory at all times. Prior to storage, all meters are cleaned and checked for proper operation. Prior to shipment to a project, all meters are visually checked and calibrated to NIST traceable standards.

Communications and Security

Secure Data: Hach Data Delivery Services take full advantage of the security features provided by the isolated Hach Web server, such as CRC checking of transferred data, firewall protection, and control of Customer access according to their assigned Server Verification Code (SVC). In addition, Hach Data Delivery Services offers control of the contents of each page according to the Customer's authorization.

Remote Telemetry Unit (RTU) Communications: The integrated RTU/flow meter communicates with the host computer to:

- Transfer instrument data
- Initiate alarms for user-defined events
- Reconfigure computations, schedules and site parameters
- Perform clock maintenance

Communication Methodology: The RTU configured with a 1xRTT or GSM cellular modem automatically transfers data to the host computer following each flow measurement, then powers off the modem between calls. This effectively provides near real time flow data on the network while minimizing energy consumption. A data call following a flow measurement over the cellular network consists of two IP data packets; one from the RTU to the host; the second from the host to the RTU confirming valid receipt of error free data. The contents of the RTU packet will include the level, velocity, flow, and rainfall (if applicable) for all measurements since the previous data call. The battery voltage and any alarm messages shall also be included.

Data Security: Wireless cellular data occurs between specific IP addresses. The RTU generates data calls only to pre-programmed IP addresses, and never answers incoming, unsolicited calls from unknown IP addresses. Similarly, the host computer firewall accepts data calls only from RTUs with known IP addresses transferred over the cellular network.

Services

Installation and Maintenance Services. Hach agrees to install and maintain the Flowmeter Equipment in and around Customer's designated sewer manholes and effluent discharge areas (each a "Monitoring Site") for the fees and expenses set forth on the Service Order Form. Customer agrees to provide to Hach secure, safe and free access as Hach requires during the term of the engagement to each Monitoring Site for the purpose of installing, maintaining and retrieving the Flowmeter Equipment and to provide the Data Delivery and data storage Services. Customer shall not, nor shall it permit others to access the Flowmeter Equipment for any reason. Customer is responsible for risk of loss or damage to



the Flowmeter Equipment installed in or around Customer's Monitoring Site(s). Customer agrees that in the event the Flowmeter Equipment sustains loss or is damaged, whether or not such loss or damage is Customer's fault, Customer will pay Hach the full cost of replacement of such Flowmeter Equipment including the cost of labor, if any, required for the removal of damaged Flowmeter Equipment and for the replacement installation.

Meter In-Situ Calibration: Hach agrees to perform in-situ calibrations. A velocity profile shall be taken using a portable velocity meter and shall be recorded on the velocity profile worksheet. The average velocity determined by the velocity profile is compared to the velocity measured by the Flowmeter equipment. Also, the depth of flow shall be physically measured and compared against the depth measured by the Flowmeter equipment. The depth measurement of the Flowmeter equipment is adjusted to the depth measured manually and then verified that the depth has not changed.

Data Access and Storage Services. Hach agrees to develop a Customer-specific web page on Hach's Data Delivery Services web site(s) ("Customer's Web Page"), accessible only by Hach and its suppliers, Customer, Customer's Administrator and Authorized Customer Users, through which Customer Data may be accessed by Customer. Hach agrees to make all Customer Data collected by the Flowmeter Equipment at the Monitoring Sites accessible to Customer through Customer's Web Page, via a commercial digital wireless network or otherwise in Hach's sole discretion.

Meter Repairs and Maintenance: All repairs and maintenance, including battery replacement, to the Hach flow meters and rain gauges shall be the responsibility of Hach. Any costs associated with repairs and/or maintenance shall be paid by Hach and will not be incurred by the Customer.

Service Levels. Subject to all limitations of liability contained herein, Hach will endeavor to provide Customer with access to Customer's Web Page twenty-four (24) hours a day, Monday through Sunday, excluding periods of routine planned maintenance and upgrade services (the "Routine Window") and emergency services, with ninety-five percent (95%) uptime. Such periods are subject to change upon notice to Customer. Hach shall provide maintenance and upgrades to the Data Delivery Services, including Customer's Web Page, during the Routine Window unless deferral of such maintenance or upgrades would materially and adversely affect the performance or security of the Data Delivery Services, Hach's network, data center or other customers. Hach shall endeavor to perform such maintenance or upgrades in such a manner so as to not adversely impact Customer's use of the Data Delivery Services. To the extent possible, Hach shall notify Customer as far in advance as practicable of any maintenance or upgrades outside the Routine Window. Hach agrees to back up and store flow data collected by the Flowmeter Equipment at Customer's Monitoring Sites ("Customer Data") using industry standard security means. Hach will back up Customer Data on a daily basis and store it during the term of this engagement.

Data Analysis. No consulting or other services are provided by Hach to Customer. Customer acknowledges and agrees that Hach does not review, edit, investigate, confirm or analyze Customer Data or exercise any form of control over Customer Data other than those specific collection and storage services set forth in this Proposal.

Customer Responsibilities

Site Selection Criteria: Selection of the appropriate site to perform flow monitoring is critical to obtaining accurate data. The ideal site will have a straight run of pipe with at least three pipe diameters upstream and downstream of the probe location, and no dimensional variations that will change the hydraulic characteristics of the flow. Understanding that the probe will generally be placed in close



proximity to a manhole, flow direction should not change abruptly going through the manhole, i.e., there should be a straight run through the manhole. The manhole should not have debris, brick or any other objects that might disrupt the flow. There should be a smooth transition through the manhole with flow conditions resembling that of pipe flow; and the incoming pipe invert should be higher than the outgoing pipe invert. The manhole must also be accessible, not only for installation and recovery of the meter, but also for periodic inspections during the flow monitoring period. Flow conditions at the ideal site (prior to installation of the sensor) should have a minimum velocity of 0.75 feet per second. The preliminary list of sites to be utilized in fulfillment of this agreement is listed in Appendix A. In the event that the list of sites is not available at the time the contract is signed, the sites will be mutually documented by a customer representative and the Hach field team. The final list of sites will be reflected in the "As-built" documents attached to each site in FSDATA.

Customer Administrator. Customer agrees to designate a single individual (its "Administrator") who shall be Customer's agent in designating those employees of Customer who may, through unique Passwords, Customer IDs or other security means, access Customer's Web Page and Customer Data. Each Customer employee authorized to access Customer's Web Page and to whom a unique Password or Customer ID is assigned and issued shall be an "Authorized Customer User." The Administrator shall be responsible for the relationship between Hach and each Authorized Customer User. Only the Administrator may contact Hach to update Authorized Customer User profiles, approve new and close Authorized Customer User accounts. Hach shall issue and provide to each Administrator all security certificates, passwords and Customer identifications (collectively "Passwords and Customer IDs") for distribution to Authorized Customer Users. Customer shall keep full and accurate records of all issued, active and inactive passwords and Customer IDs. The right to use passwords or Customer IDs terminates immediately upon the earlier of termination of the engagement or an Authorized Customer User authorization to access Data Delivery Services. Customer is responsible for issuing, administering, updating and ensuring that proper security measures are in effect with respect to all Passwords and Customer IDs. Customer is solely responsible for monitoring, supervising and terminating, when appropriate, its Authorized Customer User access to Data Delivery Services. The use of Passwords and Customer IDs constitutes acts of Customer and Hach may rely upon the instructions, consent given and all action taken, without verifying the identity or authority of any person accessing Data Delivery Services by means of such Passwords and Customer IDs. Although each Authorized Customer User is personally responsible for its use of Data Delivery Services, Customer's Web Page and Customer Data, Customer is responsible for ensuring that its Administrator and each Authorized Customer User is aware of and complies with this Agreement.

Customer Equipment. Certain hardware, software and telecommunications and other services and equipment (collectively "Customer Equipment") are required to access and use the Data Delivery Services. Customer is responsible for obtaining, implementing and operating and maintaining all Customer Equipment and bearing all related costs and expenses. Hach does not provide and Customer agrees it is not relying on Hach to provide advice or other assistance in selecting and acquiring Customer Equipment necessary for Customer to access the Data Delivery Services. Hach is not responsible for any change to the Services that may cause Customer Equipment to become obsolete, require modification or alteration or otherwise affect the performance of the Services.

SPECIFICATIONS OF FLOWMETER EQUIPMENT

Sensor Overview and Specifications – Flo-Dar™

Accurate and Reliable Flow Monitoring

The Flo-Dar Area/Velocity Radar Flow Meter provides a revolutionary approach to open channel flow monitoring. The sensor combines advanced Digital Doppler Radar velocity sensing technology with ultrasonic pulse echo depth sensing to remotely measure open channel flow. Flo-Dar provides the user with highly accurate flow measurements under a wide range of flows and site conditions. By measuring the velocity of the fluid from above, Flo-Dar eliminates accuracy problems inherent with submerged sensors including sensor disturbances, high solids content and distribution of reflectors.

Flo-Dar sensor accuracy and long-term stability from low flow depths up to surcharge conditions has been independently verified many times over the years including a formal evaluation by the Alden Research Laboratory, Inc. and recent field evaluations done by municipalities and consulting engineering firms.

During surcharge events Flo-Dar's optional electromagnetic sensor will continue to provide uninterrupted and accurate flow monitoring through dry and wet weather flows without the need for routine sensor cleaning or maintenance.

Flow Calculation

Method: Based on Continuity Equation, $Q = V \times A$

Accuracy: $\pm 5.0\%$ of reading typical where flow is in a channel with uniform flow conditions and is not surcharged.

Velocity Measurement

Method: Radar

Range: 0.75 to 20 ft/s (0.23 m/s to 6.10 m/s)

Accuracy: $\pm 0.5\%$; ± 0.1 ft/s (± 0.03 m/s)

Level Measurement

Method: Ultrasonic

Operating Range: 0.25 to 60 in. (0.634 to 152.4cm)

Optional Operating Range: 0 (0 cm) to 224" (5.7M) with 16" dead band), Temperature Compensated

Accuracy: ± 0.25 in. (± 0.64 cm)

Surcharge Level Measurement

Method: Piezo-resistive pressure transducer

Maximum Range: 138 inches (3.5 meters)

Surcharge Velocity Measurement

Method: Electromagnetic

Range: -5 to +20 ft/s

Enclosure

Material: Polystyrene (IP68)

Dimensions: 6.9"W X 16.65"L X 11.7"D (17.5 cm X 42.3 cm X 29.7 cm)

Weight: 10.5 lbs.

Operating Temperature Range: 14°F to 122°F (-10° C to 50°C)

Storage Temperature Range: -40°F to 140°F (-40°C to 60°C)

Sensor Cable

Material: Polyurethane jacketed

Standard Length: 30 feet

Hach FL900 Logger

Overview

The Hach FL900 Logger receives, processes, and transmits the data received from the sensors. Each remote panel transmits level, velocity and flow signals via 1xRTT or GSM packet switched cellular wireless technology. The data is transmitted to the Customer via a password protected secure web application.

The Hach FL900 Logger has storage capacity of 325,000 data points; 1128 days for 3 channels at 15-minute log intervals. The electronics housing material is sealed, watertight PC/ABS structural foam and enclosures are NEMA 6P/IP68 rated. Electronics operating temperature range is between -18 to 60°C (0 to 140°F) at 95% RH. Storage temperature for electronics is -40 to 60°C (-40 to 140°F)

Data Storage:

Event Log: 1,000 events maximum in non-volatile flash memory

Sample History: 2,000 sample events maximum in non-volatile flash memory

Datalog: 325,000 data points; 1128 days for 3 channels at 15-minute log intervals

Local Terminal

USB

RS232 (Baud rates: 9600, 19200, 38400, 57600, 115200)

Power Requirements

8 to 18 Vdc from batteries or external power source, 2.5W max.

Housing

Dimensions: (W x D x H) 25.4 x 22 x 40 cm (10.0 x 8.7 x 16.0 in.)

Enclosure: PC/ABS structural foam

Environmental Rating: NEMA 6P (IP68)

Weight (Using Model FL900):

4.5 kg (10 lb)—no batteries;

6.3 kg (14 lb)—2 batteries;

8.2 kg (18 lb)—4 batteries

Operating Temperature: –18 to 60°C (0 to 140°F) at 95% RH
 Storage Temperature: –40 to 60°C (–40 to 140°F)

Hach FSDATA Server software

Overview

FSDATA web-based flow meter software provides 24/7 access to your unedited flow data. Hach's secure and reliable IT infrastructure provides peace of mind for flow meter data with secure log-ins, redundant power and network connections as well as daily backups.

Key Features:

- Map view of all sites with visual status
- Summary view of all sites with essential data
- Data viewing in multiple formats, including Hydrographs, scattergraphs, raw data tables
- Easily accessible data statistics, including Average, Minimums, and Maximums
- Calculated Totals for Flow and Rain
- PDF reports, including raw data, data summary, statistics
- Measurement alarms, including High/High, High, Low/Low, Low
- No call alarm alerts Hach's support team and the end user when the cellular modem is unable to complete a call
- Troubleshooting help (reports, diagnostics)

Data and server security:

- Bidirectional communication encryption using HTTPS
- Modem/server connection is protected with both Firewalls and Intrusion Prevention System
- Key card and Axxess secured access to server

Data reliability:

- Backups: Daily incremental, Weekly full.
- Disaster Recovery (DR): Standby database hosted on DR site continuously updated from production.

Server reliability:

- 99.9% uptime target
- Redundant 50 KVA UPS with a minimum of 20 minutes backup time (fully loaded dual-battery string)
- Auxiliary 85 KWatt Katolight Natural Gas-fired Generator with automatic and manual starters
- Power monitoring
- Temperature monitoring and control

TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE AND DATA DELIVERY SERVICES

1. TERMS AND CONDITIONS

These "Terms and Conditions" mean collectively, the terms and conditions contained herein. Any Terms and Conditions originating with Customer are superseded by these Terms and Conditions and shall not be or become part of the contract between HACH COMPANY and Customer unless specifically accepted in a writing signed by a duly authorized officer of HACH COMPANY. HACH COMPANY'S commencement of work shall not be construed as acceptance of an order from Customer containing additional or different terms and conditions. HACH COMPANY shall have no liability to Customer of any nature until Customer signs and delivers to the HACH COMPANY the Service Order Form.

2. LIMITED LICENSE

HACH COMPANY grants to Customer during the term hereof a nonexclusive, non-transferable, non-sublicensable, limited, revocable license to access Customer's Web Page solely through HACH COMPANY's network, solely for (a) Customer's internal business operations and (b) accessing Customer data retrieved from Customer's Monitoring Sites by the Flowmeter Equipment. HACH COMPANY grants no rights other than those granted explicitly herein and reserves and retains for itself and/or its licensors all title, copyright and other proprietary rights in the Flowmeter Equipment, Data Delivery Services and Customer's Web Page, including all updates, custom modifications and derivatives, all of which shall become the property of HACH COMPANY.

3. SERVICES

Restrictions and Requirements. Customer is responsible for all activities that occur under its Authorized Customer User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Hach promptly of any such unauthorized use; (iii) adhere to all Customer requirements set forth in the Technical Proposal; and (iv) comply with all applicable local, state, federal, and foreign laws in using the Services and, if using the Services outside of the United States, not use the Data Delivery Services in a manner that would violate any federal or state laws of the United States if conducted therein.

Use Guidelines: Customer shall and shall cause its Administrative and Authorized Customer Users to use the Data Delivery Services solely for its own internal business purposes as contemplated by this Agreement and not that of any third party and shall not: (a) license, sublicense, sell, resell (except as may be expressly permitted by Hach in the Service Order Form, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as contemplated by this Agreement; (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (d) send or store material containing software viruses, worms, Trojan Horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the

integrity or performance of the Data Delivery Services, the data contained therein or the web page of other Hach customers; (f) attempt to gain unauthorized access to the Data Delivery Services, its related systems or networks or the web page or data of other Hach customers; or (g) cause or permit the reverse engineering, disassembly or decompilation of the Flowmeter Equipment, Data Delivery Services or of Customer's Web Page. Customer shall not (h) modify, copy or create derivative works based on the Data Delivery Services or Hach technology; (i) create Internet "links" to or from the Data Delivery Services, or "frame" or "mirror" any content forming part of the Data Delivery Services, other than on Customer's own intranets or otherwise for its own internal business use for the purposes set forth in this Agreement; or (j) disassemble, reverse engineer, or decompile the Data Delivery Services or Hach technology, or access it in order to (I) build a competitive product or service, (II) build a product or service using similar ideas, features, functions or graphics of the Service, or (III) copy any ideas, features, functions or graphics of the Service.

4. FEES; PAYMENTS; TAXES

Customer shall pay all Fees specified in US dollars. Except as provided below, Fees are non-refundable. HACH COMPANY shall invoice Customer monthly in ARREARS and Customer shall pay HACH COMPANY fees for the Services in the amount and on the following terms, free and clear of, and without any reduction for, any and all taxes (the "Fees"). Fees are due thirty (30) days from the invoice date. Delinquent payments shall bear interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Payments may be applied first against interest and collection costs and then Fees. Customer agrees to pay all late charges imposed and all reasonable expenses (including attorneys' fees) incurred by HACH COMPANY in collecting unpaid or delinquent amounts. If Customer's account is thirty (30) or more days overdue, in addition to any of its other rights and remedies, HACH COMPANY may suspend Customer's access to the Data Delivery Services without liability to Customer.

5. ACCEPTABLE USE

HACH COMPANY may, in its sole discretion, restrict, suspend, refuse access and/or terminate the access should HACH COMPANY learn of any violation. Customer shall conform to and comply with all applicable laws, rules, regulations, orders and other governmental requirements, now or hereafter in force, related to the Services.

6. TERM AND TERMINATION

This Agreement is effective on the date set forth in the Proposal, and shall continue for the term set forth therein. After the initial term, this Agreement shall continue on a month to month basis at HACH COMPANY's then current applicable rates unless terminated by either party upon thirty (30) days written notice to the other party given prior to the expiration of the applicable term. Either party may terminate this Agreement in the event the Data Delivery Services are not accessible by Customer at least ninety-five (95%) percent of the time during three (3) consecutive months of any term.



Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for thirty (30) days following written notice to the breaching party. The foregoing notwithstanding, HACH COMPANY may terminate immediately upon Customer's breach of Section 8 or upon Customer's second breach of any other Section.

Upon any termination of this Agreement, all rights to access the Data Delivery Services and Customer's Web Page terminate. Customer shall provide to HACH COMPANY secure, safe and free access to the Monitoring Site for the purpose of retrieving the Flowmeter Equipment for a period of ninety (90) days from the date of notice of termination. HACH COMPANY shall have no obligation to refund to Customer any Fees and any unpaid Fees shall immediately be due and payable upon termination. The foregoing notwithstanding, should either party terminate due to the unavailability of the Data Delivery Services as provided in this Section 6 above, Customer shall not be obligated to pay Fees for the pertinent months and if already paid, HACH COMPANY agrees to refund to Customer Fees paid during the period of unavailability. The foregoing shall be HACH COMPANY's sole obligation and Customer's exclusive remedy for unavailability of the Data Delivery Services. HACH COMPANY may destroy all backup and stored Customer Data within thirty (30) days of the expiration or termination of this Agreement. Termination of this Agreement for cause shall not limit HACH COMPANY from pursuing other remedies available to it, including equitable relief, nor shall such termination relieve Customer of its payment obligations hereunder.

7. OWNERSHIP OF FLOWMETER EQUIPMENT

Customer acknowledges and agrees that the Flowmeter Equipment and all hardware, software and other equipment of any nature comprising and/or utilized by HACH COMPANY in the delivery of the Services or otherwise supplied to Customer is and remains the sole and exclusive property of HACH COMPANY and its suppliers. The Flowmeter Equipment, Customer's Web Page, Data Delivery Services, including all Intellectual Property Rights therein, created or developed under this Agreement are, will be and remain the sole and exclusive property of HACH COMPANY and/or its licensors or suppliers. For purposes herein, "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible (A) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (B) trademark and trade name rights and similar rights; (C) trade secret rights; (D) all Data Delivery Services data, content, software, text, typefaces, graphics, and any other documents or information of any kind relating to Data Delivery Services and Customer's Web Page including selection and arrangement of materials therein and "look and feel" thereof (but excluding Customer Data); (E) patents, designs, algorithms and other industrial property rights; and (F) all other intellectual and industrial property rights, whether arising by operation of law, contract, license, or otherwise. Neither Customer, its employees, Administrator, Authorized Users nor agents shall assert or claim any

ownership interest in the Services, the Flowmeter Equipment, Data Delivery Services, or Customer's Web Page.

8. NON-DISCLOSURE OF INFORMATION

Customer Data is confidential and proprietary information to Customer. HACH COMPANY acknowledges that it will have access to Customer Data in the course of providing the Services and agrees to hold Customer Data in confidence and not to release or give access to Customer Data to any third party unless such individual or entity has a need for such knowledge to perform Services in the furtherance of this Agreement. HACH COMPANY further agrees not to make use of Customer Data for its own benefit or for the benefit of any third parties, other than for the performance of this Agreement. Notwithstanding the foregoing, HACH COMPANY may retain Customer Data for the purpose of analysis and research and to aggregate it with that of other HACH COMPANY customers for statistical analysis, trends or other industry-related purposes so long as such use does not result in the identification of Customer.

The Flowmeter Equipment and all components thereof, such as the Flo-Dar appliance, antennae, related software and documentation, Data Delivery Services technology and architecture, terms of this Agreement, Service Order Form including pricing, and any information that comes into Customer's possession or knowledge in connection with HACH COMPANY's interests, including without limitation its methods, equipment, financials, or marketing and sales information (collectively "HACH COMPANY Confidential Information") consists of confidential and proprietary information of HACH COMPANY, its affiliates, licensors, or third parties. Customer agrees to hold HACH COMPANY Confidential Information in confidence and agrees not to release such information to any individual whether employee, subcontractor or subcontractor employee, unless such individual has a need for such knowledge for the performance of this Agreement. Customer further agrees not to make use of HACH COMPANY Confidential Information for its own benefit or for the benefit of any third parties other than as specifically required in the performance of this Agreement.

The above limits on disclosure do not include information which the receiving party can prove (A) is or becomes known publicly without its fault; (B) is learned by it from a third party entitled to disclose the information; (C) is already known to it before receipt from the disclosing party; or (D) is independently developed by it.

In the event of any breach of these confidentiality obligations, each party acknowledges that the non-breaching party would be irreparably injured and shall be entitled to seek equitable relief, including injunctive relief and specific performance, in any court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement.

Upon termination of this Agreement, such Confidential Information shall, upon request of the party who disclosed the information, be returned thereto or permanently destroyed.



The terms of this Section shall survive the termination of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

HACH COMPANY warrants that the Services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care and to "Services" section of this Agreement.

HACH COMPANY DOES NOT GUARANTEE THE AVAILABILITY OF THE DATA DELIVERY SERVICES OR THAT ACCESS WILL BE UNINTERRUPTED OR ERROR FREE. HACH MAY INTERRUPT, LIMIT, SUSPEND OR TERMINATE THE DATA DELIVERY SERVICES FROM TIME-TO-TIME FOR MAINTENANCE UPGRADES OR ANY REASONABLE PURPOSE PROVIDED THAT WHEN PRACTICABLE HACH COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY CUSTOMER IN ADVANCE.

CUSTOMER'S EXCLUSIVE REMEDY AND HACH COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE SPECIFIC NON-CONFORMING SERVICE.

HACH COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to HACH COMPANY that: (A) it owns or has the right to permit HACH COMPANY to access its Monitoring Sites and surrounding areas for installation, maintenance and retrieval of the Flowmeter Equipment; (B) it, its Administrator and Authorized Customer Users shall comply with all terms and conditions and policies for use of the Data Delivery Services.

Customer shall and hereby agrees to defend, indemnify and hold HACH COMPANY and its affiliates, suppliers and licensors harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that HACH COMPANY had no right or authority to access the Monitoring Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with applicable laws. Customer's obligations hereunder do not apply to the extent of damages directly caused by the gross negligence of HACH COMPANY.

**10. LIMITATION OF LIABILITY
IN NO EVENT SHALL HACH COMPANY, ITS AFFILIATES,
SUPPLIERS, OR SUBCONTRACTORS BE LIABLE TO**

CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, OR FOR CORRUPT OR UNAVAILABLE CUSTOMER DATA, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY, EVEN IF HACH COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE SERVICE ORDER UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO THE LIABILITY. CUSTOMER HEREBY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND HACH COMPANY AGAINST ANY THIRD PARTY CLAIM.

THE FOREGOING LIMITATION OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

11. INITIAL DISPUTE RESOLUTION/JURY WAIVER

All disputes shall be referred to the parties' respective representative designated by each party. If such designated representative(s) are unable to resolve the dispute within seven (7) business days, the parties shall submit the dispute to a senior executive from each party for resolution. Thereafter if the dispute remains unresolved for an additional seven (7) day period, the parties may pursue resolution through any lawful means.

12. GENERAL

- (a) As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.
- (b) This Agreement shall be governed by the laws of the State of Colorado without giving effect to principles of conflict of laws and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The parties hereby consent to jurisdiction in the State of Colorado and agree that, subject to HACH COMPANY's right to seek equitable relief in any court of competent jurisdiction, the courts within Colorado shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement. The United Nations Convention on the International Sale of Goods shall not apply.



- (c) Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing in the Proposal. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.
- (d) The failure of either party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. All rights or remedies specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.
- (e) Neither this Agreement nor any license granted hereunder may be assigned by Customer without the prior written consent of HACH COMPANY which may be withheld for any reason and any such assignment is void.
- (f) The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections.
- (g) If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances shall be valid and shall be enforced to the fullest extent permitted by law.
- (h) HACH COMPANY shall have no liability for delays, failure in performance or damages due to fire, explosion, terrorism, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, inability to secure materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers or any other causes beyond HACH COMPANY's control.
- (i) Customer agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Hach Intellectual Property Rights nor any direct product thereof are (a) exported directly or indirectly, in violation thereof; or (b) are intended to be used for any purposes prohibited thereby.
- (j) The definitions wherever located and any other provisions or terms that by their nature should survive, shall survive the expiration or termination of this Agreement.
- (k) Any claim by a Customer arising out of or in connection with this Agreement shall be brought within one (1) year of the date on which the claim first arose. In the event any legal action is taken by either party to enforce the terms of this Agreement, the non-prevailing party shall pay all related court costs and expenses, including without limitation, the prevailing party's reasonable consultants' and attorneys' fees.
- (l) In dealings between HACH COMPANY and Customer, HACH COMPANY shall be entitled to rely upon any assent by a person using its assigned Password and User ID.
- (m) HACH COMPANY shall have the right, upon reasonable notice to Customer and during normal business hours, to periodically conduct an audit of Customer's usage, subject to the confidentiality provisions of this Agreement, in order to verify Customer's compliance with this Agreement.
- (n) HACH COMPANY may disclose that Customer is approved to conduct or is conducting business through the Data Delivery Services and may provide a brief description of Customer's business and appropriate Customer contact information to current and potential customers, other customers, HACH COMPANY suppliers and/or in marketing and advertising material promoting HACH COMPANY, Flo-Dar and/or Data Delivery Services.
- (o) These Terms and Conditions and any written modifications thereto contained in a HACH COMPANY Service Order Form executed by both parties, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, discussions or agreements, oral or written, between Customer and HACH COMPANY. This Agreement may only be amended by an instrument in writing signed by Customer and HACH COMPANY.

APPENIDIX A: CUSTOMER/PROJECT DETAILS

Requested start date:

Customer Administrator:

Customer Authorized Users:

List sites of sites in best details available – Street Address/Intersection, Latitude/Longitude, Etc.

1)

2)

3)

Attachment: City of Celina TX 111616-01 SL2 (1852 : Hach Meter DDS Contract)



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Rick Chaffin, Interim City Manager
Date: December 13, 2016
Re: Sanitary Sewer Inflow and Infiltration Study Professional Services

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Pipeline Analysis, LLC in the amount of \$149,496.83 for professional services relating to a sanitary sewer inflow and infiltration study. (Fourmentin)

Background Information:

Pipeline Analysis, LLC will provide project management and oversight of field tasks to include smoke testing, MACP/PACP evaluation, collect GPS data on wastewater manholes and defects, review of field data, updating the City's GIS, and developing a field report with CIP recommendations to address the system defects as detailed in the attached proposal.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Budgeted in FY 2016 - 17 line item 202 - 522 - 02 - 5149

Legal Review:

City Attorney has reviewed

Supporting Documents:

Pipeline Analysis Proposal

Staff Recommendation:

Approve

Professional Services Contract

City of Celina, Texas

Sanitary Sewer Evaluation Survey



November 16, 2016



PIPELINE ANALYSIS LLC
1115 Main Street
Garland, Texas 75040
800-637-0164
TBPE Firm No. F-6538

Attachment: Pipeline Analysis Proposal (1846 : I&I Professional Services)

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT made and entered into on the date last stated below between the City of Celina, hereinafter called "City", acting by and through Alan Fourmentin, duly authorized to act on behalf of CITY and Pipeline Analysis, LLC hereinafter called "ENGINEER", acting by and through James H. Forbes, Jr., P.E. (Project Manager) duly authorized to so act on behalf of the ENGINEER.

WHEREAS, the CITY desires professional engineering services in connection with the Sanitary Sewer Evaluation Survey of sewer on a specified portion of the City of Celina, Texas, hereinafter called "the PROJECT"; and

WHEREAS, the CITY has determined that the ENGINEER has experience in the area involved in the Project and is qualified to perform the work, and the ENGINEER is willing to enter into a contract with CITY to perform the engineering services desired by CITY in connection with the PROJECT.

THE CITY AND ENGINEER AGREE AS FOLLOWS:

The CITY hereby retains the ENGINEER to perform engineering services in connection with the PROJECT described above.

1. SCOPE OF SERVICES

The scope of Engineering services to be performed by the ENGINEER shall be as follows:

1.1 Approach to Project

This project will perform various field testing and inspection of the wastewater collection system within the Study Area as defined on the map included in Exhibit A and prepare a final report that recommend system repairs and estimated costs.

1.2 Detailed Scope of Services

See Exhibit A attached.

2. CITY'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, the CITY shall do the following in a timely manner:

2.1 Provide Existing Data

CITY will provide to ENGINEER at no cost those sewer maps and any applicable previous reports.

Existing data delivered to the ENGINEER by the CITY remains the property of the CITY and must be returned to the CITY after completion of the PROJECT.

2.2 Provide Access

Arrange for access to, and make all provisions for, ENGINEER to perform services under this AGREEMENT.

2.3 CITY Representative

CITY designates Alan Fourmentin, Director of Public Works as representative to act as the contact person on behalf of the CITY.

3. SCHEDULE

3.1 Schedule

The ENGINEER'S services shall be performed in a timely manner consistent with sound professional practices. The ENGINEER will complete the work according to the schedule presented in Exhibit A.

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the CITY and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the project critical path caused by review times by the CITY or a permitting agency exceeding those anticipated by the ENGINEER'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ENGINEER shall begin work immediately upon receipt of the executed CONTRACT and/or written Notice to Proceed.

3.2 Completion of Services

ENGINEER'S services under each item of the finalized Scope of Work shall be considered complete on the date when the submissions for that item have been accepted by CITY.

3.3 Changes

If the CITY requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of ENGINEER'S services, the various rates of compensation and schedule shall be adjusted equitably.

3.4 Written Authorization for Additional Work

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense or reimbursement in addition to the fees stipulated in Section 4 (Payment for Services) of this CONTRACT, without first having obtained the specific written authority to do so from CITY.

4. PAYMENT FOR SERVICES

4.1 Terms

Terms used in describing the applicable method of payment for services provided by the ENGINEER shall have the meaning indicated below:

Basic Engineering Fee:

Basic Engineering Fee shall mean those expenses incurred by the ENGINEER in prosecuting the PROJECT Scope of Services.

Reimbursable Expenses

Not applicable

Additional Services

Additional services **not** covered under the Scope of Services, will be provided to the CITY on a unit price or lump sum basis. A revised written detailed scope of services for additional services will be provided with the pricing summary. Additional services must be approved by City along with a written notice to proceed.

4.2 Basis and Amount of Compensation for Basic Services

Compensation for basic services will be as shown in Exhibit A. These services will be billed monthly based on a percentage completed and will not exceed the total presented.

4.3 Basis and Amount of Compensation for Additional Services

Not applicable. No additional services are anticipated.

4.4 Partial Payments for Services

Partial fee payments may be applied for at monthly intervals, based upon statements which reflect the percentage of work completed for the various items listed under Scope of Services. These statements shall be prepared by the ENGINEER and must be verified and approved by CITY.

4.5 Delay

If ENGINEER'S design services or service during construction of the PROJECT are delayed or suspended in whole or in part by the CITY for more than one year for reasons beyond ENGINEER'S control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

5. TERMINATION, SUSPENSIONS OR ABANDONMENT

5.1 Termination

The CITY or the ENGINEER may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, CITY shall within thirty (30) calendar days of termination remunerate ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER'S prevailing fee schedule (Exhibit A). Services shall include those rendered up to the time of termination. All plans, field survey, and other data related to the PROJECT shall become the property of CITY upon termination of the CONTRACT and shall be promptly delivered to CITY in a reasonably organized form. Should CITY subsequently contract with a new Engineer for continuation of services on the PROJECT, ENGINEER shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

5.2 Suspension

If the Project is suspended by CITY for more than 30 consecutive days, the ENGINEER shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ENGINEER'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ENGINEER'S services.

5.3 Abandonment

This CONTRACT may be terminated by CITY upon not less than seven (7) days written notice to the ENGINEER in the event that the Project is permanently abandoned. If the Project is abandoned by CITY for more than ninety (90) consecutive days, the ENGINEER or CITY may terminate this CONTRACT by giving written notice.

5.4 Failure to Pay

Failure of CITY to make payments to the ENGINEER in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If CITY fails to make payment to ENGINEER within thirty (30) days of a statement for services properly performed, the ENGINEER may, upon fourteen (14) days written notice to CITY, suspend performance of services under this CONTRACT. Unless ENGINEER receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ENGINEER shall have no liability to CITY for delay or damage caused CITY because of such suspension of services.

6. GENERAL CONSIDERATIONS

6.1 Professional Standards

Services performed by the ENGINEER under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The ENGINEER shall comply with the applicable laws and rules of the current "Texas Engineering Practice Act". CITY's approval, acceptance, use of or payment for all or any part of the ENGINEER'S services herein under or of the project itself shall in no way alter the ENGINEER'S obligations or CITY'S rights thereunder.

6.2 Progress and Performance

The provisions of this CONTRACT and the compensation to ENGINEER have been agreed to in anticipation of continuous and orderly progress through the completion of the ENGINEER'S services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the ENGINEER has no control. If the ENGINEER'S services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. A delay or suspension shall not terminate this CONTRACT unless ENGINEER elects to terminate in accordance with the provisions of Section 5 of this CONTRACT. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of the ENGINEER, the fees and rates of compensation set forth in Section 4 shall be subject to re-negotiating.

6.3 CITY Control

It is understood and agreed that CITY shall have complete control of the services to be rendered, and that no work shall be done under this CONTRACT until the ENGINEER is instructed to proceed with the work.

6.4 Independent Agent

ENGINEER and CITY agreed that ENGINEER and any officer, employee or agent of ENGINEER, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of CITY.

6.5 Compliance with Laws

ENGINEER shall comply with all Federal, State, and local laws and ordinances in the execution of all work in connection with this PROJECT.

6.6 No Additional Work Without Authorization

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT, which would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Article 4 of this CONTRACT, without having first obtained specific written authority therefore from CITY.

6.7 Assignment & Subcontracting

This CONTRACT shall not be assigned or subcontracted in whole or part without the written consent of CITY.

6.8 Indemnification

ENGINEER, its officers, agents and employees agree to indemnify, hold harmless, and defend CITY, at ENGINEER'S cost, its officers, agents, and employees from and against any and all claims or suits for injuries, damages, loss, or liability of whatever kind of character, arising out of or in connection with the performance by the ENGINEER of those services contemplated by the CONTRACT, based upon negligent acts or omissions of ENGINEER, its officers, agents, employees, consultants and subcontractors, whether or not caused solely by the ENGINEER, its officers, agents, employees, consultants or subcontractors or jointly with any other party.

ENGINEER agrees that he is solely responsible for the safety of himself and his employees in the performance of this CONTRACT and agrees to indemnify and hold harmless CITY, its officers and agents from and against any liability arising from the personal injury or death of the ENGINEER or the employees of the ENGINEER arising

out of or in connection with this CONTRACT.

6.9 Insurance

ENGINEER shall secure and maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

ENGINEER shall secure and maintain Commercial General Liability Insurance that will protect him from claims for bodily injury, death or property damage which may arise from the performance of his services under this CONTRACT, written on an occurrence basis, in the following amounts:

For engineering design contracts for more than \$10,000.00, insurance in an amount not less than \$500,000 per occurrence and \$1,000,000 annual aggregate for bodily injury or death and property damage. ENGINEER shall maintain Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with combined single limit coverage of \$1,000,000 for bodily injury, death or property damage.

ENGINEER shall maintain, at no expense to CITY, a professional liability (errors and omissions) insurance policy placed with a company rated at least A-/VII by Best's Key Rating Guide, authorized to do business in Texas. This coverage must be maintained for at least two (2) years after the PROJECT is completed. Coverage must be written on an occurrence basis. However, at its sole discretion, the CITY may accept coverage written on a claims-made basis if the policy provides for a retroactive date equivalent to the inception date of the CONTRACT or earlier, maintained during the full term of the CONTRACT. The minimum limits of coverage shall be in the following amounts:

For engineering contracts over \$50,000, insurance in an amount not less than five hundred thousand dollars (\$500,000).

All policies, except Worker's Compensation and Professional Liability, shall name the CITY as additional insured. All policies shall contain a waiver of subrogation in favor of the CITY and shall require the giving of written notice to CITY at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt of United States Certified Mail. ENGINEER shall furnish CITY with copies of said policies or certificates evidencing such coverage.

6.10 Property

All documents, including drawings, field notes, surveys, tracings, calculations, computer input and output, digital or computer files, etc., prepared by the ENGINEER pursuant to this contract shall become the property of CITY. The ENGINEER may retain copies of all documents. Any reuse of the documents shall conform to The Texas Engineering Practice Act.

6.11 Governing Law

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Celina, Texas.

7. DOCUMENT EXECUTION

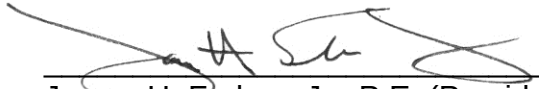
IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of _____, 2016.

**City of Celina, Texas
142 No. Ohio Street
Celina, Texas 75009
(972)382-2682**

By: _____

Date: _____

**ENGINEER
Pipeline Analysis, LLC
1115 Main Street
Garland, Texas 75040
(800)637-0164
(972)479-0659 FAX**

By: 

James H. Forbes, Jr., P.E. (President)

Date: November 16, 2016

Attachment: Pipeline Analysis Proposal (1846 : I&I Professional Services)

Exhibit A

Detailed Scope of Services

The purpose of this project is to perform a condition assessment on a portion of the City of Celina wastewater collection system and identify system defects that contribute to wet weather infiltration/inflow. The following summarizes the project tasks and approach to the project:

TASK 100 MOBILIZATION

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Review all relevant existing materials, previous reports, etc. developed for or by the City of Celina.

Deliverable:

1. Delivery of equipment and personnel
2. Work maps with delineated boundaries

To Be Provided by City:

1. Previous studies for the service area to be investigated
2. Sewer maps
3. Previous inspection data where available
4. Access for placement of equipment and personnel
5. Copies of all applicable reports, maps and historical data for the study area at no cost to ENGINEER
6. As-built drawings, sewer key maps, street plans, electronic aerial photographs if available and if requested at no cost to ENGINEER

TASK 200 MANHOLE/PIPE INSPECTION

Manholes can be a significant source of extraneous infiltration/inflow and thereby reduce system wet weather capacity. For this reason, each manhole within the study area is inspected. For the study area designated, field inspection crews will perform an inspection of manholes. The data gathered during this phase of the project will be used to prioritize manholes for rehabilitation and establish the base data necessary to accurately determine mainline sewer rehabilitation alternatives and costs. Other important deliverables resulting from this work task are the updating of the collection system map, determination of debris levels in pipes and verification of pipe sizes. This information is critical in preparing subsequent rehabilitation plans, cleaning requirements to restore capacity and updating of the system maps.

Inspection personnel will use digital cameras during the inspection of all manholes on this project. All photographs will be included in the field inspection computer database so that a permanent electronic record can be maintained. During inspection, each of the following types of information will be obtained to

establish the condition and prioritize least cost repairs:

1. Study Area Designation
2. Manhole/Cleanout ID
3. Inspection Status (buried, could not locate, no access, etc.)
4. Address and Sub-meter GPS coordinate (x,y) of manhole
5. Surface cover, grade, type of cover (paved, yard, etc.)
6. Material of construction – brick, concrete, etc.
7. Area and Internal photo of manhole
8. All incoming and outgoing pipe depths from rim to invert
9. All incoming and outgoing pipe digital photographs
10. Outgoing pipe length
11. Defects – Active, Evidence or No Infiltration/Inflow with digital photographs
12. Field corrections to collection system map

Upon completion of the manhole inspection, a prioritized manhole rehabilitation summary will be prepared that will include:

1. Documentation with summary of field observations
2. List of manholes/lines requiring repair/rehabilitation
3. Digital photos
4. Documentation for preparing manhole rehabilitation quantities
5. Field updated map(s)
6. Prioritized Manhole Repair Recommendations and Cost Estimates

To Be Provided by City:

1. Current collection system map
2. Access (if requested) to manholes that are buried or could not be opened.
3. Assistance in locating assets (if requested)

Measurement of Payment:

Payment for this work task shall be a unit price for each manhole documented. Those manholes that are located, but buried or could not be opened will be noted and a list provided to the City. Manholes that could not be located using metal detectors or probes will be listed as Could Not Located (CNL). CNL manholes will not be billed. Manholes located, but were buried or could not be opened will be billed. The City will provide replacement covers at no cost should a cover be broken while attempting opening.

TASK 300 SMOKE TESTING/PUBLIC AWARENESS/DATA ENTRY & ANALYSIS

Smoke testing will provide detailed information on wet weather inflow sources for the study area. In order to identify defects in the lines, a non-toxic smoke will be forced into the sewer by high capacity blowers. Data documentation includes measurements from two permanent points and will be sufficient to establish the location of each defect and determine the best repair method and priority. Color digital photographs will be taken to document each defect during the smoke test.

Forty-eight (48) hours prior to testing, door hangers will be used to notify residents. A local telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes through defective plumbing.

To Be Provided by City:

1. Review and approval of Notice to Residents
2. Letter of introduction to be carried by field crews
3. Previous City smoke testing data, if any

Deliverables:

1. Defects listing and database
2. Defect location sketch
3. Digital photographs
4. Smoke Notification Flyers and Notification of Residents
5. Priority ranking of defects (both private and public sector)
6. Repair methods and estimated costs

**Review
Draft**



SMOKE TESTING NOTICE TO RESIDENT

For the next few days, inspection crews will conduct a physical survey of the wastewater collection system. Pipeline Analysis will perform this study, which involves opening manholes in the streets and backyard utility easements. Information gained from this study will be used to repair and improve the wastewater collection system.

One important task of the survey will be **smoke testing** of sewer lines to locate breaks and defects in the system. During this testing, white smoke will exit through vent pipes on the roofs of homes and through sewer line breaks. **The smoke is non-toxic, leaves no residue, and creates no fire hazard.** The smoke should not enter your home unless defective plumbing exists or drain traps are dry.

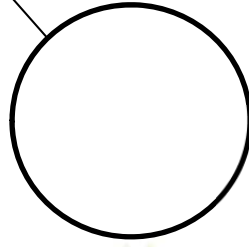
If you have seldom-used drains, please pour a gallon of water in the drain to fill the drain trap. This procedure will help prevent the possibility of smoke entering your living areas through those drains.

Field crews will perform testing of all sewers in the area. **At no time will field crews have to enter your business or residence.**

Your cooperation is appreciated. Should you have any additional questions concerning this study or if you desire special assistance, please phone:



Attachment: Pipeline Analysis Proposal (1846 : I&I Professional Services)



PRUEBAS DE HUMO AVISO A LOS RESIDENTES

Para los próximos días, los equipos de inspección llevarán a cabo una inspección física de la red de alcantarillado. El Análisis de Pipeline Company, LLC llevará a cabo este estudio bajo contrato con la ciudad de Plano. El proyecto consiste en la apertura de pozos en las calles y servidumbres domésticas de servicios públicos. La información obtenida de este estudio se utilizarán para reparar y mejorar el sistema de recolección de aguas residuales.

Una tarea importante de la encuesta serán las pruebas de humo de líneas de alcantarillado para localizar roturas y defectos en el sistema. Durante esta prueba, el humo blanco saldrá a través de tubos de ventilación en los techos de las casas y por medio de saltos de línea de alcantarillado. El humo no es tóxico, no deja ningún residuo, y no crea ningún peligro de incendio. El humo no debe entrar a su casa a menos que exista o plomería defectuosa sifones están secos.

Si ha utilizado muy pocas veces-piso, lavabo, bañera o ducha desagües, por favor, vierta un litro de agua en el desagüe para llenar el sifón. Este procedimiento le ayudará a prevenir la posibilidad de humo introducción de sus áreas vivas a través de los desagües.

El personal de campo se realizan pruebas de todos los desagües de la zona. En ningún momento desplegar los equipos tiene que introducir su negocio o residencia.

Su cooperación es apreciada. Si tiene alguna pregunta adicional sobre este estudio o si desea recibir asistencia especial, por favor llame al:

972-479-0655



**Review
Draft**

Attachment: Pipeline Analysis Proposal (1846 : I&I Professional Services)

Task 400 Dye Flooding

Pipeline Analysis staff will provide a listing of recommended location(s) for dye water flooding. Dye water flooding can be anticipated to assist in the locating of specific defects during CCTV inspection of specific defects. Non-toxic dye may be introduced as a powder or liquid. Cross-connections, roof drains and area drains that are suspected of being connected to the sanitary sewer may be positively identified using the dye tracer procedure. Internal CCTV inspection, while the dye flooding is taking place, will determine the exact source of the 'cross-connection'.

To Be Provided by City:

1. Cleaning and CCTV crew
2. Water for dye flooding
3. Documentation of results (forms to be provided by Pipeline Analysis)

To Be Provided by Pipeline Analysis:

1. Locations for dye water flooding
2. Liquid or powder dye for use by the City
3. Field Forms to be used to document results

TASK 500 & 600 PREPARATORY CLEANING AND CCTV INSPECTION

Task 500 and 600 will be performed by City crews. Pipeline Analysis staff will prepare a detailed listing of line segments recommended for cleaning and CCTV inspection. Preparatory cleaning shall consist of hydraulic jet cleaning to facilitate the internal CCTV inspection. The City of Celina staff will perform this phase of the work in coordination with Pipeline Analysis.

To Be Provided by City:

1. Preparatory cleaning of CCTV pipe segments
2. CCTV inspection of recommended pipe segments
3. Provide CCTV video including:
 - a. Date inspected
 - b. Line segment inspected
 - c. Location (Address) and Asset ID
 - d. Digital video of inspection and written logs of work performed

To Be Provided by Pipeline Analysis:

1. Review video and logs
2. Summary of line segments cleaned and CCTV'd
3. Prepare prioritized mainline rehabilitation plan and estimated costs

TASK 700 ADMINISTRATION AND PROJECT MANAGEMENT

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control meetings and reporting. The project schedule will be reviewed and milestones for the completion of each task will be assigned. The project schedule will be reviewed and updated monthly to ensure that all tasks are completed in a timely and organized fashion.

Management work items include:

1. Field crew supervision and project planning
2. Obtain initial maps for field use and verification
3. Prepare cleaning, CCTV and dye flooding documentation for City
4. Prepare monthly billings
5. Schedule equipment and order supplies

Major system deficiencies that are identified during the field inspections that if corrected would result in significant reduction in I/I or is deemed to be of a safety concern will be recorded and forwarded as soon as possible to City's designated project manager. Likewise, should City undertake a major repair within the study area, they will immediately notify ENGINEER to determine the impact on data analysis.

Deliverables:

1. Monthly invoice
2. Status reports
3. Project schedule and updates

To Be Provided by City:

1. All reports or materials deemed necessary by ENGINEER and identified during the course of the project that is not specifically stated above will be provided at no additional cost to the ENGINEER

TASK 800 DEFECT ANALYSIS/ REHABILITATION PLAN/FINAL REPORT

This project will generate a considerable amount of data that will require proper entry and quality control. Data collection will include the following:

1. All collected defect data will be correlated between sources to address duplicate defects that were identified by different testing methods. Identify duplicate defects to ensure multiple rehabilitation methods are not recommended for the same defect.
2. Much of the baseline data required for rehabilitation decision is gathered during the normal course of field investigations. For example, “area photos” are taken of each manhole in the direction of the outgoing pipe. This photograph not only shows the location of the manhole but also provide data on the line cover and easement conditions.
3. Rehabilitation recommendations will consider the best repair for the particular asset (manhole, pipeline, etc.) being rehabilitated. A long-term least-cost solution may have an initial higher cost, but provide a higher level of service and lower operating and maintenance cost. The supporting data will be provided in electronic format.

To Be Provided by City:

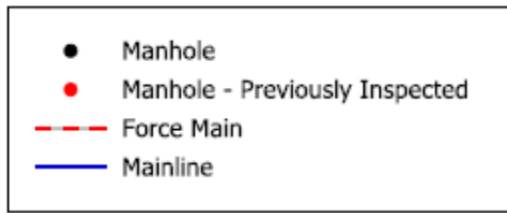
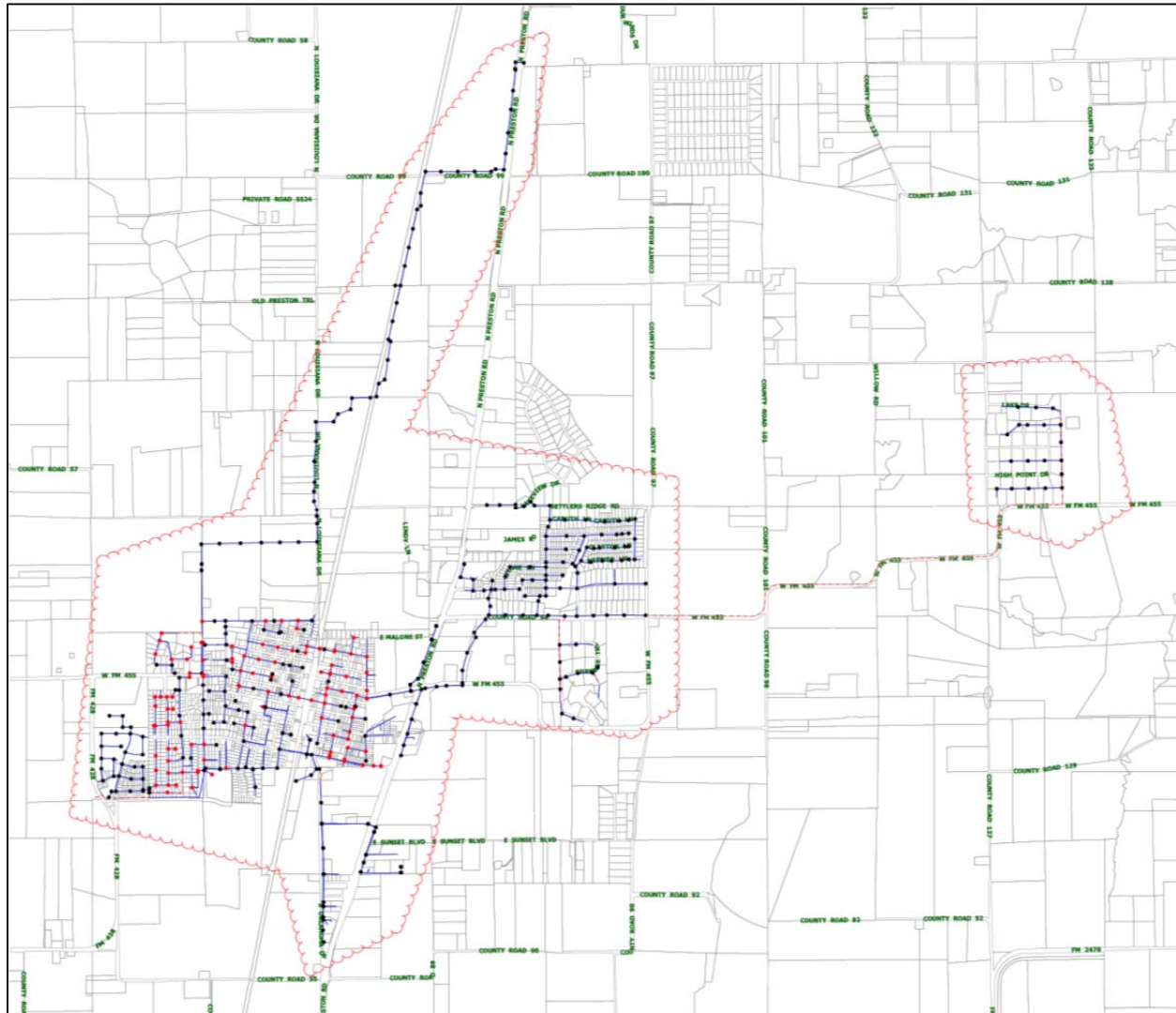
- Complaint records and SSO database
- Review and comments on rehabilitation methods, cost estimates, and alternatives
- Engineer will provide electronic files of the City corrected GIS maps in ArcGIS. The City will have the final authority to accept the changes and update their master GIS map files.

Prepare and submit a Final Report that includes the following:

- Executive Summary
- Description of all tasks
- Manhole and pipe inspection summary/inventory
- Manhole defect summary
- Pipeline defect summary
- Service lateral defect summary
- Smoke test data summary
- Dye Flooding and CCTV data summary
- Recommendations and Cost Estimates for Private and Public sector repairs

Prepare and submit three (3) Final Reports and electronic database.

Study Area Map



Compensation Sewer System Evaluation Survey

Study Area Quantities

Total Manholes: 476

Manholes Previously Inspected: 109

Manholes to be Inspected: 367

Study Area Footage to be Smoke Tested: 175,211 l.f.

Sanitary Sewer Evaluation Survey

Task	Description	Estimated Quantity	Unit Price	Total
100	Mobilization	L.S.	L.S.	\$ 1,500.00
200	Manhole/Pipe Inspection	367	\$115.00	\$ 42,205.00
300	Smoke Testing, Public Awareness, Data Entry & Analysis	175,211	\$ 0.53	\$ 92,861.83
400*	Dye Flooding (By City with Pipeline Analysis assistance)	TBD		\$ -
500*	Preparatory Cleaning (By City with Pipeline Analysis assistance)	TBD		\$ -
600*	CCTV Inspection (By City with Pipeline Analysis assistance)	TBD		\$ -
700	Admin., Project Mgt.	L.S.	L.S.	\$ 3,600.00
800	Defect Analysis/Rehabilitation Plan/Final Report	L.S.	L.S.	\$ 9,330.00
Total Not To Exceed				\$149,496.83

*To be completed by City with Pipeline Analysis LLC support

Project Schedule Sewer System Evaluation Survey

Task	Description	Month						
		1	2	3	4	5	6	7
100	Mobilization							
200	Manhole/Pipe Inspection - 367 MH							
300	Smoke Testing, Public Awareness, Data Entry & Analysis - 175,211 l.f.							
400*	Dye Flooding - By City							
500*	Preparatory Cleaning - By City							
600*	CCTV Inspection - By City							
700	Admin., Project Mgt.							
800	Defect Analysis/Rehabilitation Plan/Final Report							

*To be completed by City with Pipeline Analysis LLC support



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alan Fourmentin, Director of Public Works
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Wastewater Treatment Plant Professional Services

Action Requested:

Consider and act to authorize the City Manager to execute Work Order #5 between the City of Celina and Garver, LLC in the amount of \$805,515 for professional services relating to the Wastewater Treatment Plant improvements. (Fourmentin)

Background Information:

The proposed Wastewater Treatment Plant improvements include modification and refurbishment of existing facilities as well as construction of new facilities to meet the targeted capacity and treatment criteria to achieve compliance with regulatory requirements of the existing TCEQ NPDES permit.

The planned improvements will expand the WWTP to 0.75 mgd, while incorporating design elements for a future expansion to 0.95 mgd. The improvements generally include the following:

1. Rehabilitation of existing fine screening and configuration of headworks for future fine screen, and to integrate future grit removal facilities.
2. Upgrades to the interconnecting piping between the proposed headworks, the existing influent pump station and existing flow equalization basin.
3. Upgrade of the existing influent pump station.
4. Conversion of existing sequencing batch reactors to activated sludge aeration basins, while integrating with additional aeration basin volume.
5. New fine bubble diffusion aeration system with controls in all aeration basins (new and converted basins); new air distribution piping from blower facility to aeration basins.
6. New blower facility and RAS/WAS pumping facility; without building enclosure.
7. New mixed liquor piping to and from aeration basins, and to MLSS splitter structure.
8. New secondary clarifiers with MLSS splitter structure.
9. New electrical distribution building adjacent to or integrated within the new aeration blower and RAS/WAS pumping facility.
10. Upgrades to disinfection facilities (chlorination/dechlorination) and to chlorine contact basins.
11. Upgrades to plant water system (non-potable), including plant water pumping and distribution.
12. New electrical service design with a new plant wide electrical distribution systems for the new or renovated treatment units.
13. SCADA system upgrades and improvements for additional monitoring associated with the new treatment units.

14. Demolition of existing facilities as necessary for new improvements.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Budgeted as part of the 2017 Bond Issuance

Legal Review:

City Attorney has reviewed

Supporting Documents:

Garver Work Order #5

Staff Recommendation:

Approve



WORK ORDER NO. 5
City of Celina
Celina, Texas
Project No. 16088970

This WORK ORDER is made by and between the **City of Celina of Celina, Texas**, hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on November 10, 2015.

Under this Work Order, the Owner intends to make the following improvements for the **Celina Wastewater Treatment Plant**.

The planned capital improvements include modification and refurbishment of existing facilities as well as construction of new facilities to meet the targeted capacity and treatment criteria for baseline improvements to the existing WWTP to achieve compliance with regulatory requirements of the existing NPDES permit.

The planned improvements will expand the WWTP to 0.75 mgd, while incorporating design elements for a future expansion to 0.95 mgd. The improvements generally include the following:

1. Rehabilitation of existing fine screening and configuration of headworks for future fine screen, and to integrate future grit removal facilities (Redundant fine screening and grit removal is scheduled for delivery during a future project).
2. Upgrades to the interconnecting piping between the proposed headworks, the existing influent pump station and existing flow equalization basin.
3. Upgrade of the existing influent pump station.
4. Conversion of existing sequencing batch reactors to activated sludge aeration basins, while integrating with additional aeration basin volume.
5. New fine bubble diffusion aeration system with controls in all aeration basins (new and converted basins); new air distribution piping from blower facility to aeration basins.
6. New blower facility and RAS/WAS pumping facility; without building enclosure.
7. New mixed liquor piping to and from aeration basins, and to MLSS splitter structure.
8. New secondary clarifiers with MLSS splitter structure.
9. New electrical distribution building adjacent to or integrated within the new aeration blower and RAS/WAS pumping facility.
10. Upgrades to disinfection facilities (chlorination/dechlorination) and to chlorine contact basins.
11. Upgrades to plant water system (non-potable), including plant water pumping and distribution.
12. New electrical service design with a new plant wide electrical distribution systems for the new or renovated treatment units.
13. SCADA system upgrades and improvements for additional monitoring associated with the new treatment units.
14. Demolition of existing facilities as necessary for new improvements.



SECTION 1 - SCOPE OF SERVICES

Task 1.0 Surveys

1.1 Topographic Surveys

Garver will provide field survey data for designing the project, and this survey will be tied to the Owner's control network.

Garver will conduct field surveys at the existing WWTP, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owner and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will establish control points for use during construction.

1.2 Data Acquisition

Garver will obtain a high definition color point cloud for all visible external surface features within the project area. Robotic Total stations and a Leica C-10 scanner with camera kit will be used to collect the data. This will be computed into a 3D model of existing structures.

1.3 Boundary Survey

Garver will research vesting deeds and existing easements that may affect the project site. Those findings will be used to prepare the boundary survey. The survey will locate and tie existing right-of-way, property lines and easements, including type, size, volume and page, where applicable.

Task 2.0 Geotechnical

2.1 Geotechnical Report

Garver will utilize a subconsultant geotechnical engineer to gather geotechnical information for the existing site. The information to be gathered and included in the geotechnical report includes the following:

1. Nine soil borings to extend below anticipated excavation depths, totaling 250 LF.
2. Recommendations for excavation and preparation of subgrade, including recommendations for excavation support and shoring.
3. Recommendations regarding backfill material and placement.
4. Recommendations regarding surface and subsurface drainage, during and after construction. Include recommendations on how to accomplish controlling subsurface drainage during the construction.
5. Recommendations for design groundwater elevation.
6. Recommendations for foundation design including foundation type and applicable engineering properties such as, but not limited to, maximum allowable bearing pressures, estimated/required bearing depth, settlement and/or heave problems, encountered water levels, liquefaction potential, and deep foundations or piles as required.



7. Retaining wall design criteria including lateral earth pressures (passive, active and at rest), equivalent fluid pressures, coefficient of friction and adhesion at the base for sliding resistance, how much movement must occur to activate the active and passive pressures, recommendations to control subsurface drainage, etc.
8. Floor slab on grade recommendations including the modulus of subgrade reaction.
9. Other pertinent design and construction considerations indicated by the findings of the investigation.
10. Recommendations regarding soil corrosion potential for buried pipe and concrete.

2.2 Deliverables

1. Three (3) bound copies of the final Geotechnical Report
2. PDF file of Geotechnical Report

Task 3.0 Preliminary Design

The preliminary design phase will represent approximately 30 percent of final construction contract plans. The preliminary design phase submittal will include a submittal of preliminary plans and an opinion of probable construction cost. This submittal will not include technical specifications or "front end" contract documents.

3.1 Preliminary Design Report – Draft Submittal

Garver will prepare, for approval by the Owner, a preliminary design report for the proposed improvements. The report will refine the project concepts (one alternative) and develop them in further detail for later use in preparing Contract Documents for bidding and construction. The report will include the following information:

1. Executive Summary
2. Process Design Criteria
3. Cost Opinion
4. Preliminary Drawings
5. Equipment Data Sheets and Manufacturer Information

Process design criteria will be documented to identify basis of unit sizing and verification of TCEQ regulatory conformance. In the event a variance request is recommended, Garver will provide necessary justification.

The cost opinion will update the Owner's conceptual estimate of construction costs for project components based on information obtained during preliminary design phase.

Garver anticipates the preliminary design drawings will include a site plan, yard piping plan, hydraulic profile, mass balance, demolition plan, preliminary process and instrumentation diagrams (P&IDs), preliminary layouts of the proposed improvements such as liquid and solids unit treatment process units, associated equipment, major piping and valves, and preliminary electrical one-line diagram. The level of detail presented will vary for each concept as needed to adequately analyze specific issues and envision improvements that can be accomplished.

The Equipment Data Sheets and Manufacturer Information section will provide information on the major items of process equipment selected for the plant based on Garver's experience and the Owner's preference. Equipment data sheets that summarize operating conditions and key components will be provided along with manufacturer catalog information. Garver will prepare three (3) hard copies of the draft report and submit for review by the Owner. Garver anticipates two



weeks for Owner review and comment time once the draft submittal is delivered. Garver will proceed with preliminary design during this review period

3.2 Preliminary Design Workshop

Following submission of the draft Preliminary Design Report, Garver will lead and participate in a workshop. The workshop will be held in Celina with up to three (3) Garver staff in attendance. Major items of discussion will include:

1. Review and finalize process design criteria and facility sizing.
2. Review and refinement of preliminary P&IDs and preliminary selection of instrumentation.
3. Review and refinement of preliminary electrical one-line drawings.
4. Review and refinement of preliminary SCADA design approach and system architecture.
5. Review and refinement of the preliminary site plan hydraulic profile and facilities layouts.
6. Review and preliminarily select major equipment items.
7. Review proposed construction sequencing.

3.2.1 Process Control and SCADA Workshop Module

The Process Control and SCADA workshop will be a component module of the Preliminary Design Workshop. The purpose of this module will be to coordinate the Owner's desired method and level of process control and remote operation capabilities.

The Preliminary Design Workshop module will include an overview of the current and proposed SCADA system architecture along with a basis of design for expected improvements. The Owner's IT staff and WWTP Operations staff may attend as needed.

The module will include a review of the proposed SCADA system components, advanced design concepts, the path forward to completion of the project, and programming services.

3.2.2 Construction Sequencing Review and Plan Module

Garver will review potential construction sequencing and the overall approach to project implementation to minimize disruption of the WWTP operation during construction. This review will occur at the Preliminary Design Submittal Workshop.

3.3 Preliminary Design Report – Final Submittal

Upon receipt of Owner's comments, Garver will provide responses and jointly with the Owner develop an agreed-to list of revisions and updates which will be incorporated to develop a Final version of the Preliminary Design Report. Garver will submit final versions of the report to the Owner and to TCEQ for information only.

3.4 Deliverables

This task will consist of the following deliverables:

- Three hard copies of the draft Preliminary Design Report
- Preliminary Design Workshop's agenda, presentation, and Workshop minutes
- One (1) final copy of the final Preliminary Design Report to TCEQ and three (3) hard copies to the Owner. The submittal to TCEQ is for reference only and is not anticipated to require revisions.



Task 4.0 Final Design

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. The final design phase is anticipated to have three major submittals: 60%, 90%, and 100%.

4.1 Contract Documents

Based upon the results of the approved preliminary design by the Owner, Garver will develop the detailed plans and specifications as a part of the Final Design for a single construction contract. Garver will utilize Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front end documents. The front end documents shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by the Owner to competitively bid the work. Jointly agreed-to requirements of the Owner's standard front end documents will be incorporated in the Supplementary Conditions as necessary. EJCDC's standard General Conditions shall be utilized with edits being provided by the Supplementary Conditions. Multiple design scenarios or bid packages and/or pre-purchased equipment packages are not included as part of the level of effort provided with this Agreement.

4.2 Deliverable Progress Meetings

Garver will conduct a 60% progress meeting and a 90% progress meeting in Celina with up to two (2) Garver staff at each meeting. The purpose of the meetings is to deliver the 60% and 90% contract document submittal at the respective meeting, discuss any significant changes to the design and OPCC, and receive Owner comments.

Upon completion of the 60% progress meeting, Garver will proceed with Final Design. Upon completion of the 90% progress meeting, Garver will proceed with regulatory review and coordination (described in the following subtask). Owner comments are anticipated within two weeks of each progress meeting.

4.3 Following receipt of Owner's 90% review comments and TCEQ approval, Garver will prepare 100% deliverable for the Owner to bid the project. Regulatory Review and Coordination

This task will consist of the following:

- Garver will coordinate submittal of the 90% complete documents to TCEQ for regulatory compliance review and comments.
- Garver will coordinate and develop responses to regulatory review comments as directed by Owner

4.4 Deliverables

This task will consist of the following deliverables:

- 60% half-size (11"x17") plans, specifications, and OPCC: Three (3) hard copies to the Owner.
- 90% half-size plans, specifications, and OPCC: Three (3) hard copies to the Owner and one (1) hard copy to TCEQ.
- Two deliverable progress meetings



- 100% half-size plans, specifications, and OPCC: Three (3) hard copies to the Owner and one hard copy to TCEQ (if requested by TCEQ).

Task 5.0 Bidding Services

This task will accomplish the following:

5.1 Bidding Assistance

The bidding period for bidders is anticipated to extend for a 45-day duration. During the bidding period phase of the project, Garver will:

1. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
2. Post advertisement for bids, construction contract documents, and any associated information to Garver's online plan room for download by prospective bidders (at an appropriate cost for handling).
3. Support the contract documents by preparing addenda as appropriate and posting on Garver's online plan room.
4. Participate in a pre-bid meeting.
5. Prepare a pre-bid meeting memorandum. Following Owner authorization, post the pre-bid meeting memorandum with attendance record on Garver's online plan room.
6. Participate and chair a construction site tour by interested pre-bid meeting attendees and other interested parties.
7. Attend the bid opening.
8. Prepare bid tabulation.
9. Evaluate bids and recommend award.
10. Prepare construction contracts.
11. Prepare conformed documents (one full size set delivered to Owner).

If the bid phase extends beyond the anticipated 60 days, an additional Amendment will be necessary to extend these services.



SECTION 2 - PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
TOTAL FEE	\$805,515	LUMP SUM

The lump sum amount to be paid under this agreement is \$805,515.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2018.

SECTION 3 – ADDITIONAL SERVICES (EXTRA WORK)

For work not described or included in Section 1 – Scope of Services, Additional Services will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

The following services are not included as part of the basic services and will be performed at the request of the Owner and with additional compensation:

1. Construction staking for survey.
2. Preparation and submittal of an Environmental Information Document (EID).
3. Funding assistance.
4. Easement or property acquisition documents.
5. Pre-qualification services for evaluating contractors to develop a pre-qualified list of eligible contractors prior to bidding the project.
6. SSES, I&I analysis, and/or sewer system survey.
7. Design of improvements off-site.
8. Bidding and/or design services associated with additive or deductive scope alternatives.
9. Design of the site's adjoining roadways' improvements.
10. Design for any new outfall facilities.
11. Utility relocation coordination or design.
12. Hydraulics and hydrology for floodway No-Rise Certification and Individual 404 permit.
13. Redesign for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
14. Evaluation and/or design of grit removal facilities.
15. Evaluation and/or design of multiple alternatives for biological treatment of wastewater.
16. Evaluation and/or design of sludge digestion facilities or sludge processing (dewatering) facilities.



17. Submittals or deliverables in addition to those listed herein.
18. Invasive or non-invasive structural evaluation techniques beyond visual observation of existing structures at grade and existing record drawings.
19. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
20. Construction materials testing.
21. Environmental Handling and Documentation beyond those previously identified, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
22. Floodplain delineation and coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
23. Environmental Services beyond preparation and submission of an Environmental Information Document.
24. Sludge Management Plan.
25. Warranty Assistance.
26. Water Reuse Master Plan.
27. Utility rate study.
28. TMDL and NPDES permitting assistance.
29. Water Conservation Plan.
30. Drought Management Plan.
31. Extra Meetings.
32. Jar Testing Services.
33. Sampling Services.
34. Meetings with TWDB or TCEQ, in addition to those described herein.
35. Planning approval documents.
36. Architectural Review Workshops, for either structures or site improvements.

SECTION 4 – SCHEDULE

The following schedule details the anticipated milestones and delivery dates for each deliverable.

Work Item	Duration from Notice to Proceed
Task 1 – Surveys	30 days
Task 2 – Geotechnical	60 days
Task 3 – Preliminary Design	
Task 3.1 – Preliminary Design Report (Draft)	60 days from completion of Tasks 1 & 2
Task 3.1 – Preliminary Design Report (Final)	14 days upon receipt of Owner review comments
Task 4 – Final Design	
Task 4.1 - 60% Draft Submittal	60 days following NTP of Final Design. NTP anticipated upon acceptance of the Preliminary Design.
Task 4.1 – 90% Draft Submittal	120 days following NTP of Final Design
Task 4.3 – Contract Documents to TCEQ	120 days following NTP of Final Design
Task 4.3 – 90% Responses to Comments/ Bid Ready Documents	30 days following receipt of comments from TCEQ and the Owner
Task 5 – Bidding Services	45 days, following receipt of Owner's authorization to advertise bidding



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

City of Celina

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: JEFFREY L. SOBER
Printed Name

Title: _____

Title: VICE PRESIDENT

Date: _____

Date: 11/14/16

Attest: _____

Attest: Heather Wootton



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Gabe Johnson, Director of Engineering
 CC: Vicki Faulkner, City Secretary
 Date: December 13, 2016
 Re: Professional Services Contract - Halff - Police Station Parking Lot Improvements

Action Requested:

Consider and act upon a contract by and between the City of Celina and Halff Associates for Professional Services related to the Police Station Parking Lot Improvements. (Johnson)

Background Information:

Halff will assist the City in the design of parking lot improvements including reconfiguring the existing 13 space parking lot east of the police station and reconstructing the alley along the west side of the police station.

Design services include: topographic survey, plat, geotechnical investigation and report, sub-surface utility engineering, site plan, tree survey, construction plans/specifications, and construction administration.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
This contract is for a lump sum of \$119,520.00 and will be funded from the 2017 bond sale.

Legal Review:
The City Attorney will review the proposed contract for content and form

Supporting Documents:
See attached

Staff Recommendation:
Approve

**ENGINEERING PROFESSIONAL CONTRACT
CITY OF CELINA**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE
PRESENTS:
COUNTY OF COLLIN §

THIS CONTRACT is made and entered into this date by and between the **CITY OF CELINA**, a Texas municipal corporation (hereinafter referred to as the "**CITY**", and **Halff Associates, Inc.** (hereinafter referred to as "**PROFESSIONAL**") and evidences the following:

**I.
PURPOSE**

PROFESSIONAL shall provide Engineering and Surveying Services for **Police Station Parking Lot Improvements (Work Order No. B-11)**

**II.
DESCRIPTION OF SERVICES**

The services which **PROFESSIONAL** shall provide for the **CITY** shall include the following:

- A. **PROFESSIONAL** hereby covenants and agrees that **PROFESSIONAL** is to work closely with the **CITY's** City Engineer or his chosen agent, and/or other appropriate officials of the **CITY**, and that **PROFESSIONAL** is to perform any and all tasks required of **PROFESSIONAL** to fulfill the purposes of this Contract.
- B. **PROFESSIONAL** and the **CITY** covenant and agree that **PROFESSIONAL** shall perform all of the services and work contained in **PROFESSIONAL'S** proposal to the **CITY** (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control.

- C. **PROFESSIONAL** expressly covenants and agrees to provide the **CITY** with such written reports as may be required by the scope of the proposal.
- D. **PROFESSIONAL** will provide the **CITY** with one set of the final design and contract documents, (22" x 34") plans and digital files of the construction plans. A record drawings of the plans on Mylars (22" x 34") and revised digital files shall be provided by the **PROFESSIONAL** upon completion of the project. Plans shall be on Mylar, specifications shall be on a high-grade paper, and digital files shall be on labeled Compact Disk(s).

III. PERFORMANCE OF WORK

PROFESSIONAL or **PROFESSIONAL'S** associates and employees listed under the "Project team and organization chart" in "Exhibit A" shall perform all the work called for in this Contract. **PROFESSIONAL** hereby covenants and agrees that all of **PROFESSIONAL'S** associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract. Any change made to the **PROFESSIONAL** or **PROFESSIONAL'S** associates and employees working on this project is strongly discouraged. Notification of a change shall be in writing and possible replacement(s) shall be of similar qualification and experience, otherwise the **CITY** at its sole discretion may exercise its option to terminate the contract. All changes under this item shall be approved in writing by the **CITY** prior to it being implemented.

IV. PAYMENT

The **CITY** shall pay to **PROFESSIONAL** a maximum amount of One Hundred Nineteen Thousand Five Hundred Twenty & No/100 (119,520.00), in accordance with Exhibit "A" for the services including expenses. **PROFESSIONAL** shall bill **CITY** on a monthly basis for services rendered,

based upon percentage of work completed. **CITY** shall make prompt monthly payments in the amount shown by the **PROFESSIONAL'S** approved monthly statements and other documentation submitted. No interest shall ever be due on late payments. Within 30 days after the final completion and acceptance by the **CITY** of all work under this Contract, and demonstration of payment of all suppliers and sub-contractors final payment shall be due.

V. TERM OF THE CONTRACT

This Contract shall commence and be in full force and effect upon the signing of the Contract and observance of the appropriate formalities and as per the "Project Bar Chart Schedule" in "Exhibit A". This Contract shall terminate December 13, 2017~~2018~~, at which time all of the work called for under this Contract must have been completed unless the parties mutually agree in writing to extend the term of the Contract, or, unless otherwise terminated as provided in Paragraph XVI herein. Throughout the project the Professional must establish and maintain procedures for tracking and reporting progress. On projects lasting over two months and exceeding \$15,000, the Professional shall submit to the City written progress reports on a monthly basis. The reports shall include a brief summary of progress relative to each phase of work of the project. Reports shall include minutes of review meetings, documentation of any changes, and shall address issues and challenges encountered as well as anticipated project milestones according to the schedule, and anticipated solutions to keep the project on schedule.

VI. CONTRACT PERSONAL

PROFESSIONAL and the **CITY** hereby covenant and agree that this Contract provides for personal services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the **CITY**, unless they are listed under the "Project team and organization chart" in "Exhibit A". Any change made to any assigned or sublet work on this project is strongly

discouraged. Notification of a change shall be in writing and possible replacement(s) shall be of similar qualification and experience, otherwise the **CITY** at its sole discretion may exercise its option to terminate the contract. All changes under this item shall be approved in writing by the **CITY** prior to it being implemented.

VII. CONFLICT OF INTEREST

PROFESSIONAL hereby covenants and agrees that during the Contract period **PROFESSIONAL** and any of **PROFESSIONAL'S** associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by **PROFESSIONAL** pursuant to this Contract will be conducted by employees or associates of **PROFESSIONAL**. **PROFESSIONAL** further covenants and agrees that it understands that the Code of Ordinances of the City of Celina prohibits any officer or employee of the **CITY** from having any financial interest, either direct or indirect, in any business transaction with the **CITY**. Any violation of this paragraph which occurred with the actual or constructive knowledge of **PROFESSIONAL** will render this Contract voidable by the **CITY**.

VIII. CHANGE IN WORK

The **CITY**, through its City Engineer, may request changes in the scope and focus of the activities and studies called for under this Contract. Any such change which, in the opinion of **PROFESSIONAL** or the **CITY** varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to **PROFESSIONAL** must be mutually agreed upon by **PROFESSIONAL** and the **CITY**. The parties herein acknowledge that any change in the scope or focus of the work which results in an increase in compensation to **PROFESSIONAL** of the fee stated in Paragraph IV hereof must first be approved by the **CITY's**

City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by **PROFESSIONAL** under this Contract shall be kept confidential and may not be made available to any individual or organization by **PROFESSIONAL** without the prior written approval of the **CITY** except as may be required by applicable law.

X. OWNERSHIP OF DOCUMENTS

Upon Engineer's completion of services and receipt of payment in full, **PROFESSIONAL** shall grant to **CITY** a non-exclusive license to possess the final drawings and instruments produced in connection with **PROFESSIONAL'S** performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by **CITY** for the purpose of constructing, operating and maintaining the improvements. **CITY** agrees that such documents are not intended or represented to be suitable for reuse by **CITY** or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, **CITY** understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of **PROFESSIONAL** and may not be used or reused, in any form, by **CITY** without the express written authorization of **PROFESSIONAL**. **CITY** agrees that any reuse by **CITY**, or by those who obtain said information from or through **CITY**, without written verification or adaptation by **PROFESSIONAL**, will be at **CITY'S** sole risk and without liability or legal exposure to **PROFESSIONAL** or to **PROFESSIONAL'S** employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, sub-consultants or independent contractors or associates. **PROFESSIONAL** may

reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in **PROFESSIONAL'S** other activities.

~~**PROFESSIONAL** acknowledges that **CITY** owns all notes, reports, or other documents, intellectual property or documentation produced by the Professional pursuant to this agreement or in connection with its work. **PROFESSIONAL** acknowledges that **CITY** shall have copyright privileges to those notes, reports, documents, processes and information. **PROFESSIONAL** acknowledges that the finished product, the report and/or documents and plans prepared for the **CITY**, as well as city documents reviewed in the preparation of the report, are the property of the **CITY**. **PROFESSIONAL** shall provide **CITY** a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at **CITY** expense upon written request. **CITY** agrees to keep all such information in the strictest of confidence and not to disclose such material to any third party or allow any third party access to such material except as such disclosure is expressly required by applicable law.~~

NONDISCRIMINATION

As a condition of this Contract, **PROFESSIONAL** covenants and agrees that **PROFESSIONAL** shall take all necessary actions to ensure, in connection with any work under this Contract, that **PROFESSIONAL** or **PROFESSIONAL'S** associates, sub-contractors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, **PROFESSIONAL** shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the **CITY** upon request, for purposes of

evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT CONTRACTOR

By the execution of this Contract, the **CITY** and **PROFESSIONAL** do not change the independent contractor status of **PROFESSIONAL**. No term or provision of this Contract or any act of **PROFESSIONAL** in the performance of this Contract may be construed as making **PROFESSIONAL** the agent or representative of the **CITY**.

XIII. INSURANCE

PROFESSIONAL shall prior to the commencement of work under this Contract, obtain and shall continue to maintain at no cost to the **CITY**, in full force and effect during the term of this Contract, a comprehensive general liability insurance policy which shall include bodily injury, death, automobile liability and property damage coverage. The minimum limit for this coverage shall be \$1,000,000 combined single limit for liability and for property damage. The **PROFESSIONAL** shall also obtain and shall continue to maintain at no cost to the **CITY**, in full force and effect during the term of this Contract a professional liability (errors and omissions) insurance policy placed with a company rated at least "A" by Best's Key Rating Guide, authorized to do business in Texas, in an amount not less than \$1,000,000. The **CITY** shall be named as an additional insured under such general liability policy and shall be given at least thirty (30) days prior notice to any material change in coverage, non-renewal, or of cancellation of such policy, evidenced by return receipt of United States Certified Mail. **PROFESSIONAL** shall furnish the **CITY** with original copies of certificates evidencing such coverage prior to commencement of any work under this Contract.

XIV. HOLD HARMLESS/INDEMNIFICATION

PROFESSIONAL does hereby agree to, indemnify **CITY** and its officials, officers, agents,

representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise by reason of death or injury to property or persons but only to the extent caused by the negligent act or omission or willful misconduct of **PROFESSIONAL, PROFESSIONAL'S** employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, sub-consultants or independent contractors or associates. In the event that the **CITY** and **PROFESSIONAL** are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

~~**PROFESSIONAL** shall defend, indemnify, and hold the **CITY** whole and harmless against any and all claims for damages, costs, and expenses to persons or property to the extent they arise out of, or are occasioned by the **PROFESSIONAL'S** negligence, gross negligence or intentional tortious acts, errors or omissions in the performance of this Contract, or any act of **PROFESSIONAL'S** negligence, gross negligence or intentional tortious acts of commission or omission in the execution or performance of this Contract of any representative, agent, customer, employee, subcontractor or invitee of **PROFESSIONAL**. Neither party shall be liable to the other party for any consequential, special or indirect damages.—~~

NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The **CITY** may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least ten (10) days prior written notice thereof to **PROFESSIONAL** with the understanding that all services being terminated shall cease upon the date specified in such notice. The **CITY** shall equitably compensate **PROFESSIONAL**, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the **CITY**. **PROFESSIONAL** shall not, however, be entitled to lost or anticipated profits should the **CITY** choose to exercise its option to terminate.

**XVII.
VENUE**

The parties to this Contract agree and covenant that this Contract will be performable in Celina, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

**XVIII.
APPLICABLE LAWS**

This Contract is made subject to the existing provisions of the Charter of the City of Celina, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States of America.

**XIX.
CONTRACT INTERPRETATION**

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

**XX.
NOTICES**

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing

by the other party:

CITY: Gabe Johnson, PE, PH, CFM, GISP
Director of Engineering and Public Works
City of Celina, 142 North Ohio, Celina, Texas 75009

PROFESSIONAL: Brian Haynes, PE, CFM
Halff Associates, Inc.
1001 Cross Timbers Road, Suite 2020
Flower Mound, TX, 75028

XXI. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXII. RIGHT OF REVIEW

PROFESSIONAL covenants and agrees that the **CITY**, upon reasonable notice to **PROFESSIONAL**, may review any of the work performed by **PROFESSIONAL** under this Contract.

XXIII. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their successors, and, except as otherwise provided herein, their assigns.

XXIV. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and in no way alter the substance of the terms and conditions of this Contract.

XXV.

WAIVER OF ATTORNEYS FEES

PROFESSIONAL and **CITY** expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the _____ day of _____, 2016

CITY OF CELINA, TEXAS:

PROFESSIONAL:

Mayor

ATTEST:

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

ENGINEER'S STATEMENT OF PROBABLE COST

CELINA POLICE STATION

PARKING LOT IMPROVEMENTS (65 +/- Parking Spaces)
NORTHWEST CORNER OF WALNUT ST (FM 455) AND COLORADO ST

Project: Celina Police Station Parking Lot Improvements
Client: City of Celina

Prepared by: Brian C. Haynes, P.E., CFM
Date: December 1, 2016

Current Date: 2016 year
 Estimated Construction Date: 2017 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - General					
1	Mobilization (5% Maximum of Total Bid)	LS	1.0	\$27,500.00	\$27,500.00
2	Site Preparation (5% Maximum of Total Bid)	LS	1.0	\$27,500.00	\$27,500.00
3	Project Signs	EA	1.0	\$750.00	\$750.00
4	Barricades, Signs and Traffic Control	MO	4.0	\$2,500.00	\$10,000.00
				Subtotal	\$65,750.00
Section II - Paving and Drainage					
1	Remove and Dispose of Concrete Paving	SY	1,525.0	\$10.00	\$15,250.00
2	Earthwork (Excavation)(Assuming 1-ft depth)	CY	1,250	\$15.00	\$18,750.00
3	Lime or Cement Treated Subgrade (6")	SY	2,750.0	\$2.50	\$6,875.00
4	Lime or Cement Slurry (6%) (36 lbs./SY)	TON	50.0	\$150.00	\$7,500.00
5	Reinforced Concrete Pavement (6")(4000 psi)	SY	2,640.0	\$50.00	\$132,000.00
6	Concrete Alley (Reinforced) (6") (4,000 PSI)	SY	500.0	\$50.00	\$25,000.00
7	Pavement Markings	LF	2,500.0	\$1.00	\$2,500.00
8	Signage	EA	4.0	\$300.00	\$1,200.00
9	Reinforced Concrete Pipe (CL III) (18 IN)	LF	300.0	\$75.00	\$22,500.00
10	Reinforced Concrete Pipe (CL III) (24 IN)	LF	200.0	\$85.00	\$17,000.00
11	Trench Safety	LF	500.0	\$2.00	\$1,000.00
12	Storm Drain Junction Box/Manhole	EA	1.0	\$5,000.00	\$5,000.00
13	Drop Inlets	EA	4.0	\$4,000.00	\$16,000.00
14	Grass Sod	SY	350.0	\$5.00	\$1,750.00
15	Erosion Control Fence	LF	800.0	\$4.00	\$3,200.00
16	Check Dam	LF	30.0	\$20.00	\$600.00
				Subtotal	\$276,125.00

Attachment: CostEstimate_Celina_Police Station Parking Lot (12-1-2016) (1859 : Half - Police Station Parking Lot Improvements)

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section III - Landscaping					
1	Shrubs, Ornamental Grasses and Groundcover	SF	4,500.0	\$5.00	\$22,500.00
2	Shade Trees (3" Cal.)	EA	7.0	\$500.00	\$3,500.00
3	Hardwood Mulch (3" Depth)	SY	550.0	\$5.00	\$2,750.00
4	Bed Prep (6" Depth)	SY	550.0	\$5.00	\$2,750.00
5	Drip/Spray Irrigation	SF	5,000.0	\$1.00	\$5,000.00
6	Tree Bubblers (2 per Tree)	EA	14.0	\$50.00	\$700.00
7	Irrigation Tap and Meter	LS	1.0	\$5,000.00	\$5,000.00
8	Double Check Valve	EA	1.0	\$2,000.00	\$2,000.00
9	Irrigation Controller	EA	1.0	\$2,500.00	\$2,500.00
10	Sidewalks (5") (6' wide) (3000 psi)	SF	2,400.0	\$5.50	\$13,200.00
11	Concrete Steps (3000 psi)	SF	80.0	\$200.00	\$16,000.00
12	Railing	LF	25.0	\$200.00	\$5,000.00
13	Decorative Paving Bands (Bricks) in Sidewalk	SF	600.0	\$15.00	\$9,000.00
14	Barrier Free Ramp	EA	4.0	\$1,750.00	\$7,000.00
15	Police Parking Area Perimeter Fence (Ornamental Fence)	LF	500.0	\$50.00	\$25,000.00
16	Security Vehicle Access Gate	EA	2.0	\$5,000.00	\$10,000.00
17	Bollards (Decroative)	EA	10.0	\$500.00	\$5,000.00
				Subtotal	\$136,900.00
Section IV - Electrical					
1	Parking Lot Lighting (Decorative)	EA	6.0	\$7,500.00	\$45,000.00
2	Drilled Shaft Foundation	EA	6.0	\$750.00	\$4,500.00
3	Conduit (Schd 40) (2")	LF	750.0	\$10.00	\$7,500.00
4	Conductor (No.8) (Bare)	LF	750.0	\$2.00	\$1,500.00
5	Conductor (No.8) (Bare)	LF	1,500.0	\$1.50	\$2,250.00
6	Ground Boxes	EA	4.0	\$750.00	\$3,000.00
7	Electrical Service	EA	1.0	\$7,500.00	\$7,500.00
				Subtotal	\$71,250.00
				SUBTOTAL IMPROVEMENTS	\$550,025.00
				CONTINGENCY (15%)	\$82,503.75
				CONSTRUCTION MATERIAL TESTING (2.5%)	\$13,750.63
				TOTAL CONSTRUCTION	\$646,279.38
				BASIC SERVICES (ENGINEERING DESIGN)	\$67,945.00
				SPECIAL SERVICES (SURVEYING, SUE, GEOTECHNICAL, LANDSCAPE AND ELECTRICAL)	\$51,575.00
				TOTAL IMPROVEMENTS	\$770,000.00
Notes:					
1. If applicable, an inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Construction Inspection and Right-of-Way Acquistion are excluded from this estimate.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					



November 22, 2016 (Revised December 1, 2016)
1008-16-2019, WO15

Mr. Gabe Johnson, P.E., PH, CFM
City Engineer
City of Celina
142 N. Ohio Street
Celina, Texas 75009

RE: **Police Station Parking Lot Improvements (Work Order # B-11)**

Dear Mr. Johnson:

Halff Associates, Inc. (Halff) is pleased to submit the following proposal for engineering services for the City of Celina's Police Station Parking Lot Improvements Design Project. Halff has worked on similar parking lot projects for other municipalities.

I will be the principal-in-charge for this work. I have over 18 years of engineering experience related to municipal type projects, included roadway design. I am the manager of Halff's Flower Mound office. Recent similar projects that I have worked on for other municipalities include: Plano Fire Stations No.2, 6, & 7 (City of Plano), Garland Fire Station No.5 (City of Garland), and Killeen Fire Station No.9 (City of Killeen).

Michael Chisholm, P.E. will be the project manager for this project. Michael Chisholm has been the Project Engineer/Deputy Project Manager on recent City of Celina Projects including: Ash Street Reconstruction Project and Willock Hills Reconstruction. Other key staff assisting on the project will be Jonathan West, RLA (Halff – Richardson), and Phillip Applebaum (Halff – Richardson) who have experience with site development on various municipal projects.

Attached is Exhibit "A", including the scope of work, compensation by task, organizational chart, and project schedule, all suitable for inclusion into the City standard Consultant Agreement. Please feel free to contact me at (972) 956-0801 if you have any questions.

Sincerely,
HALFF ASSOCIATES, INC.

Brian C. Haynes, P.E., CFM
Vice President/Branch Manager

Cc: Swapna Konda, PE, CFM

HALFF ASSOCIATES, INC.

1001 CROSS TIMBERS ROAD, SUITE 2020
FLOWER MOUND, TX 75028-8829

TEL (972) 956-0801
FAX (972) 956-0842

WWW.HALFF.COM

EXHIBIT "A"**Police Station Parking Lot Improvements (Work Order # B-11)****ATTACHMENT "A"**

The Police Station Parking Lot Improvements Design consist of the expanding the existing police station parking lot to a 0.55 acre area south of the police station building (northwest corner of Walnut Street & Colorado Drive). The limits of Parking Lot Improvements includes reconfiguring the existing 13 space parking lot east of the police station and reconstructing the alley along the west side of the police station.

The major components of the Police Station Parking Lot Improvements project are as follows:

- Parking Lot Improvements located south of the existing police station (northwest corner of Walnut Street & Colorado Drive) and reconfiguring existing 13 space parking lot east of the police station.
- Design services include: topographic survey, plat, geotechnical investigation and report, sub-surface utility engineering, site plan, tree survey, construction plans\specifications, and construction administration.

The following assumptions were made when preparing this proposal:

1. The city will provide records drawings and as-builts for the project.
2. Halff will prepare the plat and plat application. The city will process the plat (if necessary) through P&Z and Council. The city will file the plat with the county.
3. Halff will prepare up to three (3) site plans and submit in a submittal for review and approval by the city. Halff will prepare construction plans based on the site plan selected by the city. The city will process site plan (if necessary) through P&Z and Council.
4. Construction Inspection is not included in this proposal.
5. Construction Material Testing is not included in this proposal.
6. Traffic Study is not include in this proposal.
7. Halff will check capacity of storm drain system downstream of site. Halff will calculate flow restrictions (undersized inlets) in the proposed parking lot to reduce peak runoff leaving site. Design of detention ponds (above ground or underground), bio-swales, and other detention methods is not included in the proposal.

SCOPE OF WORK

Halff Associates and staff members from the City met on October 25, 2016 to discuss the scope of work for the police station parking lot improvements. This proposal was based on the October 25th meeting.

The following Basic and Additional Services are included in this proposal.

BASIC SERVICES:

I. PRELIMINARY DESIGN PHASE

A. Data Collection

1. Pre-design conference (Kick-Off meeting) with City of Celina staff to set project objectives, including limits of project and clarifying all specific requirements by owner regarding project
2. Owner provide Engineer with record drawings, project standard details and specifications, example plan sets and other relevant information to the project.
3. Confirm/obtain all existing and proposed plan/profiles of water, sewer, storm drains, gas, electric, telephone, and cable television facilities that may impact the project.
4. Research and obtain property information (appraisal district maps, record plats and deeds) from the Collin Central Appraisal District.
5. Document and photograph current road conditions. Provide information to City of Celina.

B. Site Plan

Prepare site plan for the police station parking lot improvements. This task will include the preparation of up to three (3) site plan layouts of the parking lot. The site plan selected by the city will be used to prepare the preliminary 30% plans.

1. Prepare a site plan (prepared on 22-inch by 34-inch sheets, suitable for reduction to 11-inch by 17-inch half size prints) including the following elements as shown below:
 - a. Proposed Parking Layout and other paving improvements on the site
 - b. Location of proposed fences and access gates
 - c. Boundary Survey Limits
 - d. Names of adjacent additions or subdivisions
 - e. Location, width, type and recording information for all existing easements located on the area covered by the site plan
 - f. Location of any existing buildings on the site.
 - g. Site topography (1-ft topography)
 - h. Existing Trees and trees that will be preserved
 - i. Landscaped areas will be shown
2. Meet with City and present the site plan(s) (up to three (3) site plan layouts).
3. Submit PDF of final site plan selected by the city.

4. Prepare and submit estimate of probable construction cost based on the final site plan.

C. Preliminary Design (30% Plans)

Prepare preliminary 30% plans for the police station parking lot improvements.

1. Prepare Preliminary 30% Plans (prepared on 22-inch by 34-inch sheets, suitable for reduction to 11-inch by 17-inch half size prints) including:
 - a. Title Sheet with location map and sheet index
 - b. Overall Layout with General Notes
 - c. Survey Control
 - d. Demolition Plan
 - e. Paving Plan
 - f. Lighting Plan (location of lights only)
 - g. Drainage Area Map
 - h. Storm Drain Plan (plan view layout only)
2. Halff will check capacity of storm drain system downstream of site. Halff will calculate flow restrictions (undersized inlets) in the proposed parking lot to reduce peak runoff leaving site. Design of detention ponds (above ground or underground), bio-swales, and other detention methods is not included in the proposal.
3. Submit four (4) half size (11"x17") sets, one (1) full size (22"x34") set, and PDF of the 30% plans to the City for review.
4. Prepare and submit Preliminary Estimate of Probable Construction Cost based on 30% plans.

II. FINAL DESIGN PHASE

Upon approval of 30% preliminary plans and receipt of review comments from the City, final design for the police station parking lot improvements will commence.

A. Plans Adequate (60% Plans)

1. Prepare 60% Plans (prepared on 22-inch by 34-inch sheets, suitable for reduction to 11-inch by 17-inch half size prints), implementing City comments at 30% Design, and including the following additional information:
 - a. Title Sheet with location map and sheet index
 - b. Overall Layout with General Notes
 - c. Survey Control
 - d. Demolition Plan
 - e. Paving Plan
 - f. Dimensional Control and Pavement Marking Plan
 - g. Lighting Plan (layout and conduit runs)
 - h. Landscape Plan
 - i. Irrigation Plan
 - j. Drainage Area Map
 - k. Drainage Calculations

- I. Storm Drain Plan
- m. Storm Drain Profiles
- n. Erosion Control Plans
- o. Construction Details

2. Coordinate with utility companies and 60% drawings
3. Submit four (4) half size (11"x17") sets, one (1) full size (22"x34") set, and PDF of the 60% plans to the City for review.
4. Prepare and submit Preliminary Estimate of Probable Construction Cost based on 60% plans.

B. Final Design (90% and 100% Plans)

1. Address any City comments on the 60% submittal and prepare Final Construction Plans and Project Manual (90%).
2. Submit four (4) half size sets of plans, one (1) full-size set of plans, one (1) project manual, and PDF of 90% Plans for Pre-Final review and meet with City Staff for review and comments.
3. Submit 100% plans and specifications including bid documents.
 - a. Provide Technical Notes and Bid Item spreadsheet, in Excel format, to the City

C. Project Manual

1. Prepare Project Manual for the Police Station Parking Lot Improvements using the City of Celina standard format. The latest edition of the North Central Texas Standard Specifications for Public Works Construction will be used for the technical specifications and supplemented as necessary for any work special to the project. The Project Manual will include the following:
 - a. Advertisement for Bids
 - b. Notice to Bidders
 - c. Bid Proposal
 - d. Bid Items
 - e. Specific Technical Notes
 - f. Appendices (including Environmental Permits & Letters of Agreement)

III. BIDDING PHASE

A. Final Plans and Specifications

1. Print final plans and specifications and other final documentation; including:
 - a. Engineer's opinion of probable construction cost
 - b. Full set of drawings, digital files (PDF and AutoCAD) of the plans and PDF copies of the bid manual (specifications) including Excel files and Word files where applicable.

B. Bidding Services

1. Prepare advertisement for bids
2. Issue addenda as needed for bidding document modifications
3. Prepare pre-bid meeting agenda and conduct pre-bid meeting
4. Attend the bid opening and tabulate all bids, check low bidder references and prepare a recommendation letter to the owner

IV. CONSTRUCTION PHASE

A. Construction Administration

1. Prepare a preconstruction meeting agenda and conduct pre-construction meeting following council award of project. Prepare meeting minutes.
2. Visit project site and provide written documentation. Three (3) site visits were assumed.
3. Monthly construction meetings. Assumed five (5) months for construction, therefore five (5) construction meetings were assumed in this proposal.
4. Prepare change orders and plan revisions as needed
 - a. Review shop drawings, concrete batch mix design and other submittals for conformance.
 - b. Note, that contractor is responsible for preparation of NOI, NOT, SWPPP documentation and submittals to TCEQ.
5. Review geotechnical reports (received via email) during project.
6. Conduct final project inspection with City to determine if the work has been completed and generate a punch list of items and provide a letter of reconciliation of general project conformance to issue the contractor a letter of acceptance
7. Assist in preparation of final reconciliation change order
8. Prepare Engineer's record drawings and submit a full set of 11"x17" plans including digital copies (PDF and CAD) of the plans.

SPECIAL SERVICES:

I. DESIGN SURVEY

Perform design survey of the city's tract of land bounded by W. Pecan Street to the north, N. Colorado Drive to the east, W. Walnut Street to the south and a driveway along the western edge of the property. The city's tract is approximately 1.1 acre. The survey will also include the adjacent roads to the 1.1 acre site.

A. Field Surveys

1. Establish horizontal and vertical control for proposed project.
2. A field survey of the existing ground, property corners, utilities (surface), trees, pavement, and other improvements will be performed within the project area. Survey property corners and determine property boundaries/right-of-way

B. Mapping

1. A Digital Terrain Model (DTM) will be generated using the field survey information. A topographic map will be generated using the DTM. The map will contain 1-ft contour intervals.
2. A Base Map with the Planimetrics of the existing roadways, buildings, and other objects within the project limits will be drawn using Computer-Aided-Design (CAD). The planimetrics will be based on the field survey, record drawings, and the best available information. Existing utilities, including franchise utilities, storm drain, water lines and other known facilities, will be drawn using Computer-Aided-Design (CAD). The existing utilities will be based on the field survey, record drawings, and the best available information.

C. Subsurface Utility Exploration

1. Halff will perform a Subsurface Utility Exploration (SUE) in accordance with ASCE CI/ASCE 38-02 "*Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.*" Halff will send a two (2) person team to locate existing utilities on site based on a Quality Level B (Utility Designation). Upon completion of Utility Designation, a Quality Level A (Test Holes) will be performed with a vacuum truck. Halff will perform subsurface utility excavation with a vacuum truck at up to two (2) locations in the project area. The horizontal and vertical location of the utility will be recorded and marked at each of the locations. A field work sheet will be prepared at each location.

II. PLATTING

A. Final Plat

1. Halff will prepare a final plat for the property that contains the existing police station, city annex building, and undeveloped lot south of the police station. The total platted area will be approximately 1.1 acres. The final plat includes the following two (2) lots owned by the City:
 - a. 112 N. Colorado Street, Legal Desc: Celina Original Donation (CCL), Blk 26, Lots 1 – 6

- b. 104 N. Colorado Street, Legal Desc: Celina Original Donation (CCL), Blk 26, Lots 19 - 24
2. Halff will prepare the Final Plat per the City of Celina's and Collin County requirements. The city's Final Plat checklist will be used as guidance.
3. Halff will prepare the Final Plat application form(s).
4. The city will process plat through P&Z and Council (if necessary) and file the plat with Collin County. The city will pay all fees associated with platting.

III. GEOTECHNICAL INVESTIGATION

A. Geotechnical Investigation

1. Geotechnical Investigation would consist of field geologic reconnaissance, lab testing, engineering analysis and preparation of a geotechnical report. The report will address:
 - a. Subsurface Exploration
 - 3 borings to a depth of 7 feet below existing grade
 - Geotechnical Engineer will call in utility locations (Call 811)
 - Subsurface and ground water observations
 - Bore holes will be refilled
 - b. Laboratory Services
 - Moisture content and soil identification
 - Liquid and plastic limit determinations
 - Unconfined compressive strength – soil
 - Unit weight determinations
 - c. Engineering Services
 - General soil and ground-water conditions
 - Recommendations for pavement subgrade stabilization
 - Subgrade remediation recommendations, as appropriate
 - Earthwork recommendations
 - Guidelines for pavement design

B. Coordination

1. Halff will coordinate with the City & Geotechnical consultant on timing, scheduling, and ensuring proper access to the sites for the borings.
2. Halff will review the geotechnical engineering report and provide comments (if necessary).

IV. LANDSCAPE\ELECTRICAL DESIGN

Halff will perform a landscape, irrigation and electrical design for the proposed police station improvements. See the Preliminary and Final Design Phase scope of work for more detail.

- A. Landscape Design – Halff will prepare landscape plans, details, and specifications for areas that will require landscaping in the proposed parking lot improvements. We will follow the City's Zoning (Chapter 14) for the minimum landscape requirements.
- B. Irrigation Design – Halff will prepare Irrigation plans, details, and specifications for areas that will require irrigation in the proposed parking lot improvements.
- C. Electrical Design – Halff will prepare electrical plans, details, and specifications for the proposed parking lot lights and gate arms within the proposed parking lot improvements.

EXHIBIT "A"**Police Station Parking Lot Improvements (Work Order # B-11)****ATTACHMENT "B"****COMPENSATION BY TASK**

The total maximum fee for items described in Attachment "A" shall be a Lump Sum maximum fee for **\$107,380.00**, which includes printing, direct costs, and computer charges normally associated with production of these services.

If hourly services are required, the compensation for these services shall be on the basis of 2.3 times total salary cost for each employee engaged directly on the project. Total fees will not be exceeded without prior approval. Direct costs including printing and reproduction, postage, courier/overnight service and travel outside the Dallas/Fort Worth Metroplex will be considered reimbursable and will be billed at 1.1 times the direct cost incurred.

The project will be billed monthly based on a percent complete amount. Progress reports will be submitted to the City of Celina on a monthly basis along with invoices. A Fee Summary showing the breakdown of Basic and Special Services is below.

FEE SUMMARY	
BASIC SERVICES	\$67,945.00
SPECIAL SERVICES	\$51,575.00
TOTAL FEE	\$119,520.00

Police Station Parking Lot Improvements (Work Order # B11)

Halff Associates Man Hour Breakdown

ITEM No.	TASK	Principal Haynes \$195.00	Civil PM Chisholm \$140.00	Civil EIT Buchanan \$105.00	CAD Drafter \$80.00	Survey RPLS Shafer \$140.00	Survey Field Crew \$130.00	Survey Tech \$85.00	SUE Crew 2 Man \$140.00	SUE Crew Vacuum Truck \$240.00	Landscape Arch PM West \$145.00	Landscape Arch Designer \$115.00	MEP PM Applebaum \$185.00	MEP Designer \$130.00	Structural PM Christiansen \$185.00	Structural PE Designer \$130.00	Clerical \$60.00	Direct Costs	LABOR
POLICE PARKING LOT IMPROVEMENTS																			
BASIC SERVICES																			
	I. PRELIMINARY DESIGN PHASE																		
A	Data Collection	2	4	8													1	\$75	\$1,920
B	Site Plan	2	16	24	16												1	\$100	\$6,592
C	Preliminary Design (30% Plans)	2	16	40	24												2	\$100	\$8,976
SUB-TOTAL																			\$17,488
	II. FINAL DESIGN PHASE																		
A	Plans Adequate (60%)	2	16	40	20													\$100	\$8,536
B	Final Design (90% and 100% Plans)	2	16	40	20													\$100	\$8,536
C	Project Manual	2	8	16													4	\$50	\$3,488
SUB-TOTAL																			\$20,544
	III. BIDDING PHASE																		
A	Final Plans and Specifications	2	4	8													4	\$250	\$2,288
B	Bidding Services	2	32	16													4	\$100	\$6,896
SUB-TOTAL																			\$9,176
	IV. CONSTRUCTION PHASE																		
A	Construction Administration	4	60	80							4	2	4	2			16	\$400	\$20,752
SUB-TOTAL																			\$20,752
SPECIAL SERVICES																			
	I. DESIGN SURVEY																		
A	Field Survey		2	4		4	20	10										\$100	\$4,816
B	Mapping	1	4	8	8	4		8										\$100	\$3,584
D	Subsurface Utility Engineering		2						10	8							2	\$250	\$3,976
SUB-TOTAL																			\$12,368
	II. PLATTING																		
A	Final Plat	2	2	6	48	16	8	40									2	\$200	\$12,144
SUB-TOTAL																			\$12,144
	III. GEOTECHNICAL INVESTIGATION																		
A	Geotechnical Investigation\Report																	\$3,220	\$3,220
B	Coordination	1	2														1	\$25	\$565
SUB-TOTAL																			\$3,785
	IV. LANDSCAPE\ELECTRICAL DESIGN																		
A	Landscape Design				16						8	16					1	\$50	\$4,392
B	Irrigation Design				4						16						1	\$50	\$2,752
C	Electrical Design				24								24	60	4	8	1	\$150	\$16,152
SUB-TOTAL																			\$23,296
Total (Hours)		24	184	290	180	24	28	58	8								40		
Total (Work Days)		3.00	23.00	36.25	22.50	3.00	3.50	7.25	1.00								5.00		
TOTALS																		\$5,420	\$119,520

Attachment: Proposal_Celina Police Station Parking Lot_WO B-11 (12-1-2016) (1859 : Halff - Police Station Parking Lot Improvements)

EXHIBIT "A"

Police Station Parking Lot Improvements (Work Order # B-11)

ATTACHMENT "C"

PROJECT TEAM AND ORGANIZATION CHART

Following is a list of Halff personnel, roles, and office location. Halff Associates utilizes resources from each office to act as one team for the City. Primary project coordination will be through Michael Chisholm. Sub-consultant teams are listed. Resumes of Halff staff are provided.

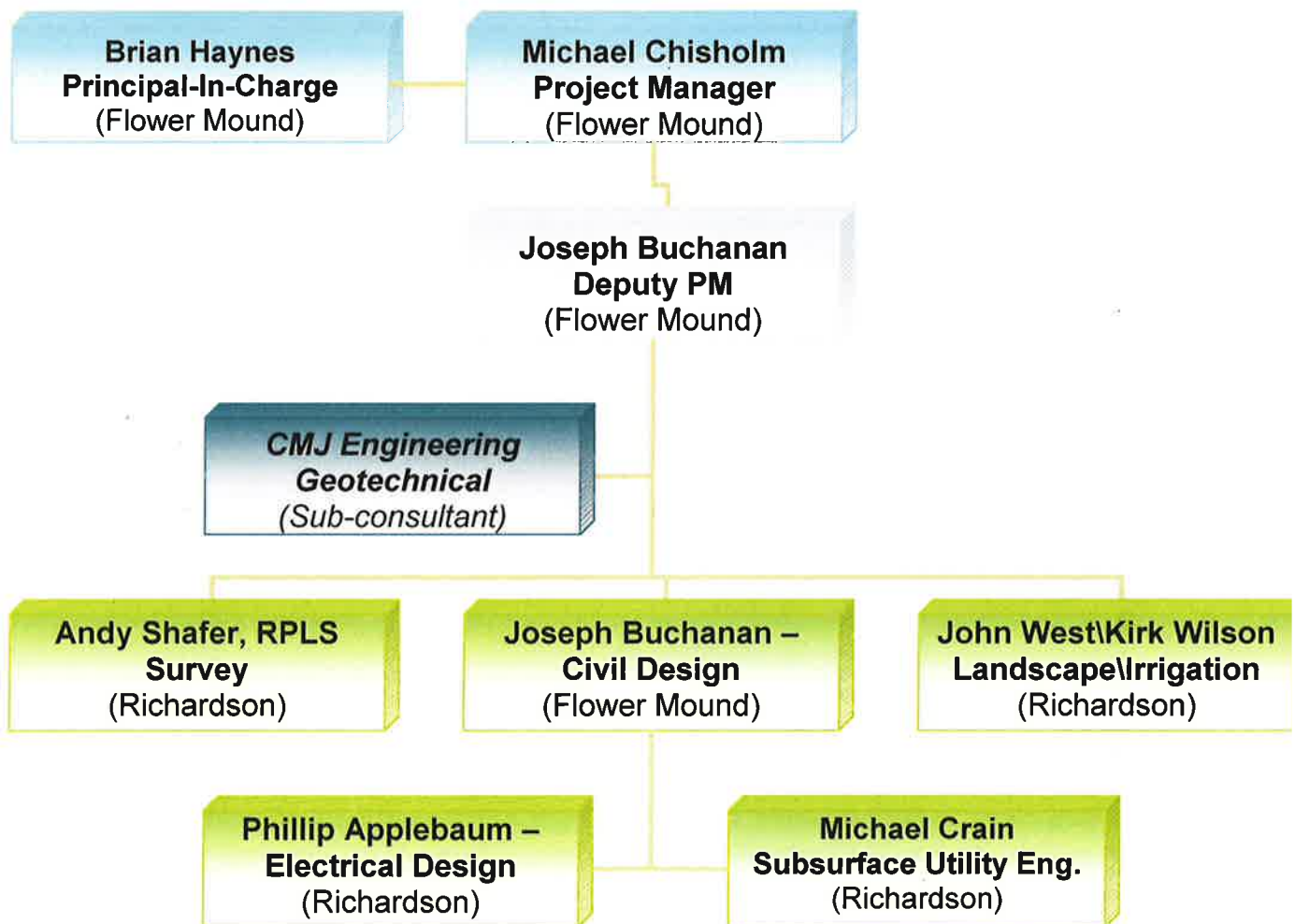


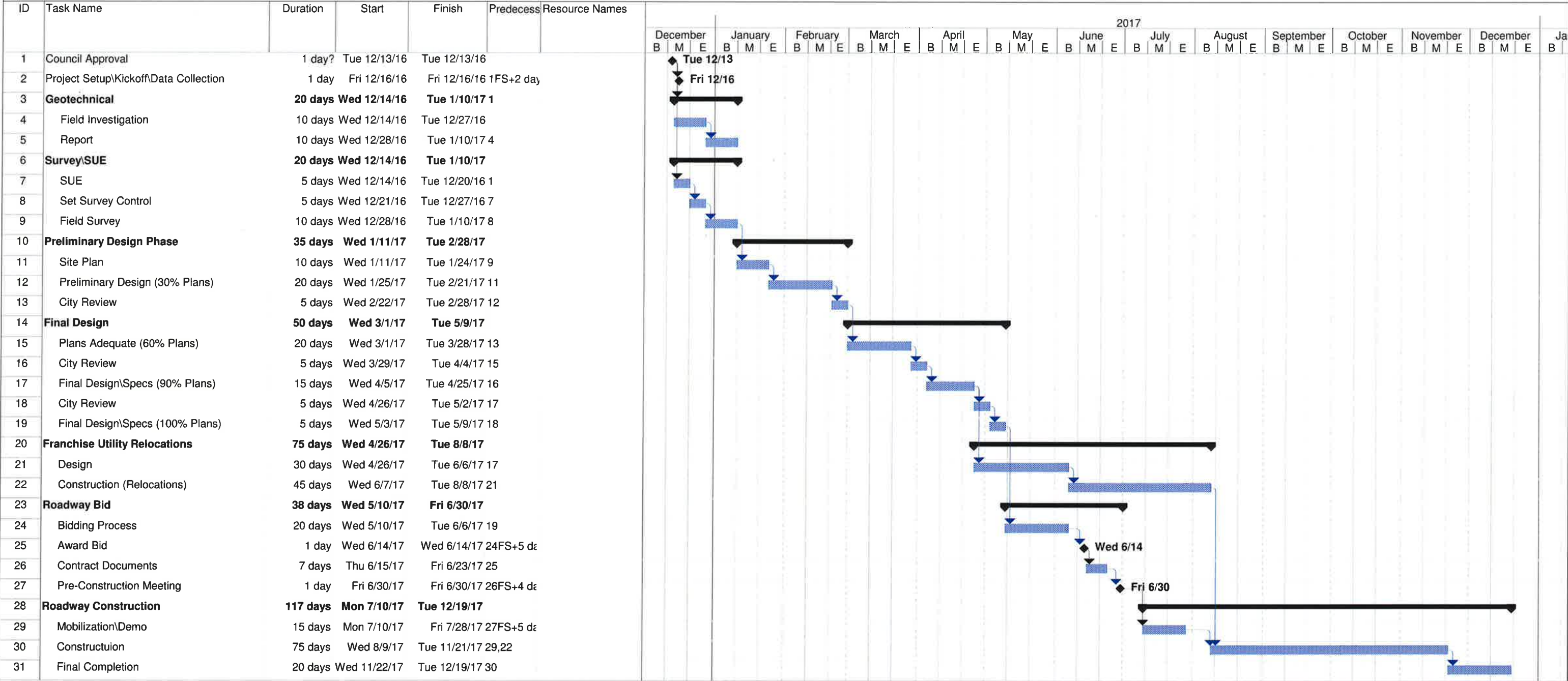
EXHIBIT "A"
Police Station Parking Lot Improvements (Work Order # B-11)

ATTACHMENT "D"

PROJECT SCHEDULE

See attached Project Schedule (Next Page)

Attachment "D"
Project Schedule
Police Station Parking Lot Improvements
City of Celina



Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

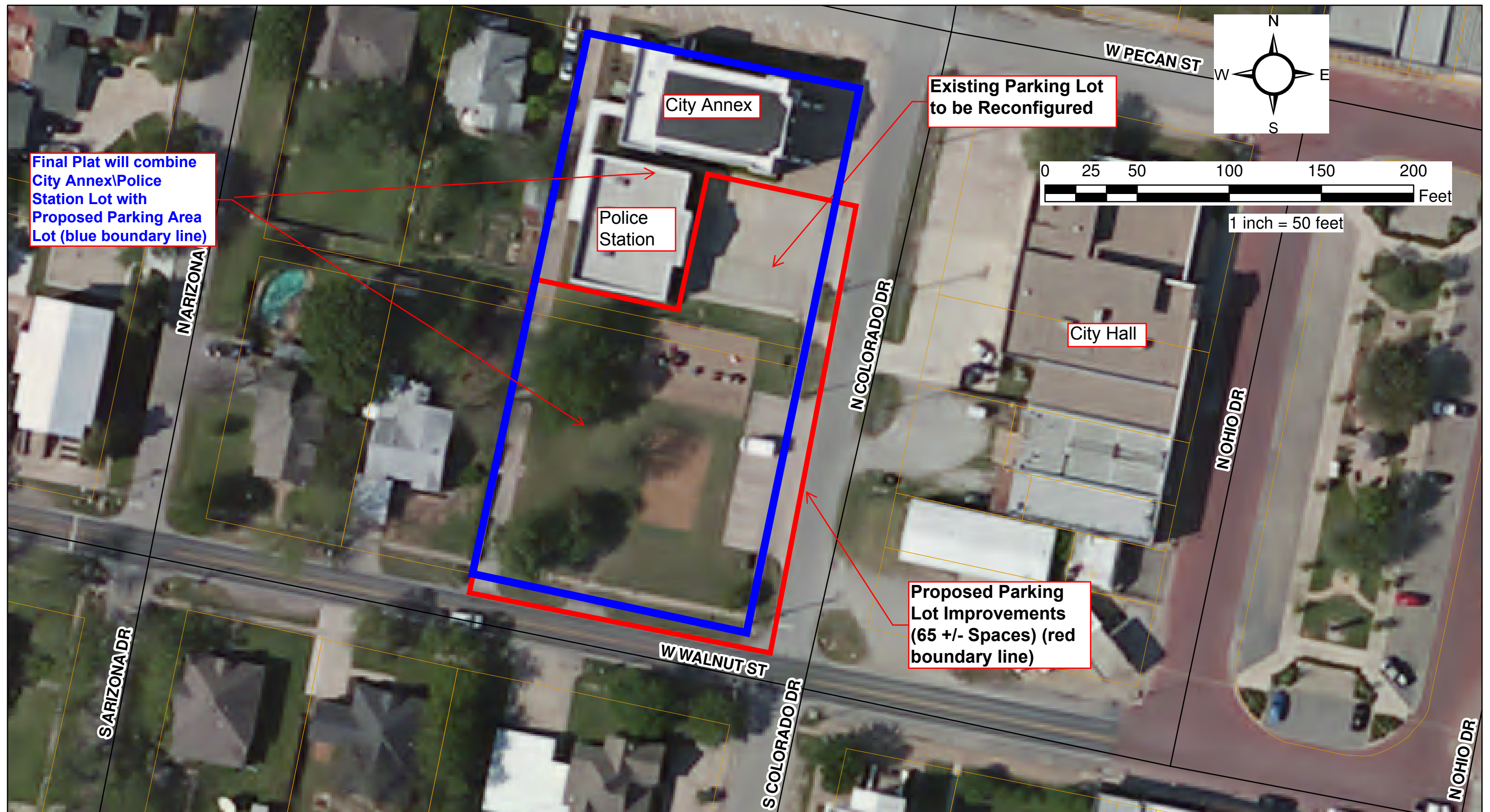
Manual Summary

Start-only

Finish-only

Progress

Deadline



1001 Cross Timbers, Ste 2020
Flower Mound, Texas 75028
Main: 972-956-0801
Web: www.halff.com

Police Station Parking Lot Improvements

November 2016





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Ben Rodriguez, Senior Planner
 Date: December 13, 2016
 Re: Light Farms Eastland Phase 2 Final Plat

Action Requested:

Consider and act upon a Final Plat for Light Farms, The Eastland Neighborhood Phase 2 being approximately 24.04 acres situated in the Collin County School Land Survey #14, Abstract No. 167, comprising of 37 residential lots and three (3) open space lots. The property is generally located north of Frontier Parkway, west of Worthington Way and east of the BNSF Railroad. (Light Farms Eastland Phase 2) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for Light Farms the Eastland Neighborhood Phase 2 and has deemed it acceptable. A portion of the platted area is within the FEMA 100 Year floodplain. The City will not accept any building permits within this portion of the platted area until an approved Letter of Map Revision is approved by FEMA.

Board Review/Citizen Input:

At the Planning and Zoning Commission Meeting on November 15, 2016 the Commission voted to recommend approval of the proposed final plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed Plat

Staff Recommendation:

Staff recommends approval.





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: December 13, 2016
Re: Coit Business Park Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Coit Business Park being approximately 10.00 acres situated in the McKinzie Wilhite Survey, Abstract No. 1008, comprising of 1 Commercial lot. The property is located approximately 1,400 feet north of the intersection of CR 86 (Coit Road) and CR 84 (Coit Business Park) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for Coit Business Park and has deemed it acceptable.

Board Review/Citizen Input:

At the Planning and Zoning Commission Meeting on November 15, 2016 the Commission voted to recommend approval of the proposed construction plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

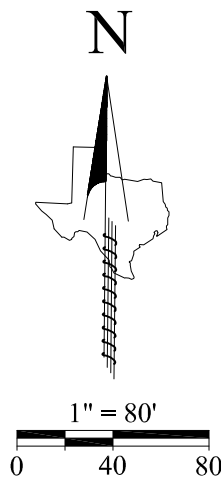
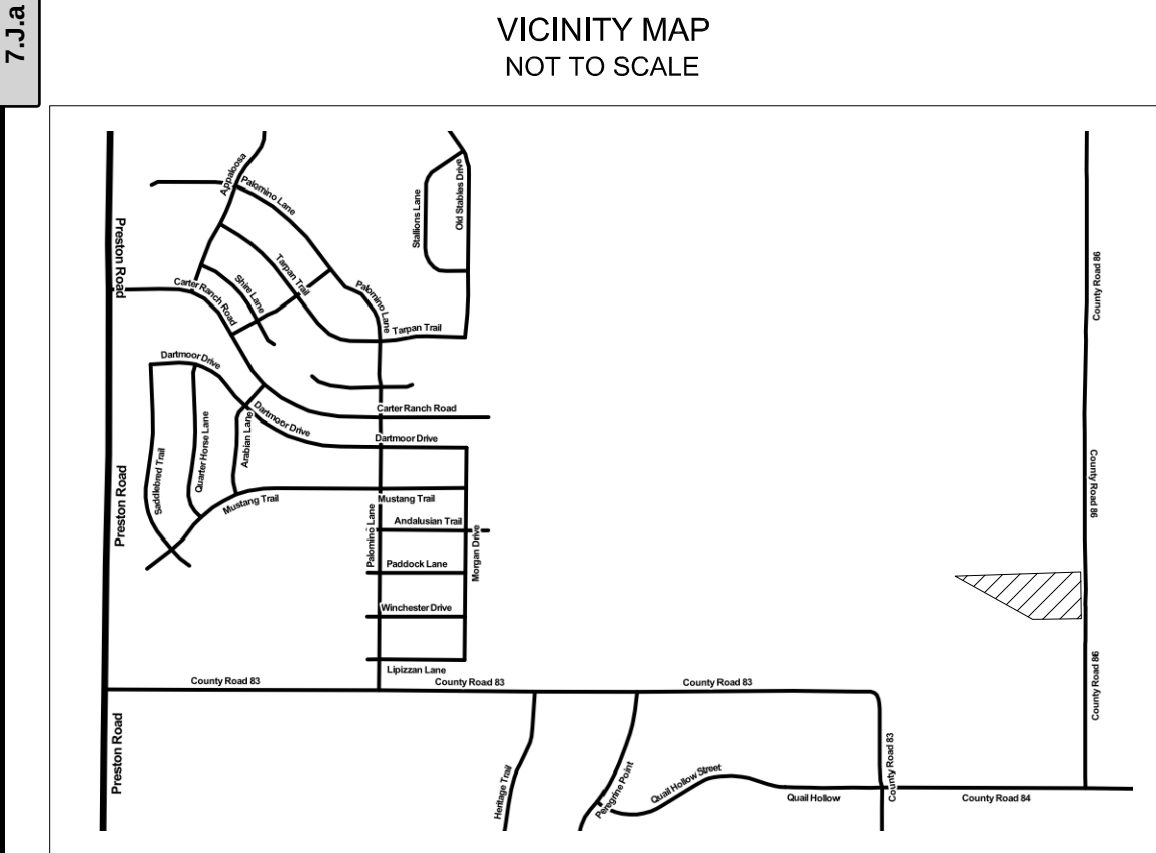
N/A

Supporting Documents:

- Proposed Plat

Staff Recommendation:

Staff recommends approval.



GENERAL PLAT NOTES

1. All interior property corners are marked with a 1/2" iron rod with a green cap stamped "Eagle Surveying" unless otherwise noted.
2. This property is located in **"Non-shaded Zone X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated June 2, 2009 and is located in Community Number 480130 as shown on Map Number 48085C0120J. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.
3. The purpose of this plat is to create a single lot of record from an unplatted tract of land.
4. This property is located in the Extra Territorial Jurisdiction of the City of Celina, Texas.
4. The bearings shown on this survey were derived from Western Data Systems RTK Network and are referenced to the Texas Coordinate System of 1983, North Central Zone (4202) and are based on the American Datum of 1983, 2011 Adjustment.
5. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
6. The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.
7. The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.
8. The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) Easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The city shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the city exercise this maintenance right, then is shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The city may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM Easement. The city shall also have the right but not the obligation to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The city, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.
9. This plat is hereby adopted by the Owners and approved by the City of Celina subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The portion of lot as shown on the plat is called "Drainage and Detention Easement" the Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or considers erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the city shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable condition which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the failure of any structure or structures, withing the easement.

A TRACT OF LAND DESCRIBED IN A DEED TO THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP DOC# 2005-0005697 O.P.R.C.C.T.

A TRACT OF LAND DESCRIBED IN A DEED TO WILLIAM K. WOOD & KATHY D. WOOD INST# 20080310000279150 O.P.R.C.C.T.

A TRACT OF LAND DESCRIBED IN A DEED TO WESTGATE 115 INVESTORS, L.P. INST# 2013062100069270 O.P.R.C.C.T.

A TRACT OF LAND DESCRIBED IN A DEED TO RENE BATES DOC# 97-0016473 O.P.R.C.C.T.

A TRACT OF LAND DESCRIBED IN A DEED TO CHRISTOPHER WESSON BOSH & ADRIENNE BOSH INST# 2013-1373380 O.P.R.C.C.T.

A TRACT OF LAND DESCRIBED IN A DEED TO WILLIAM K. WOOD & KATHY D. WOOD INST# 20071029001470070 O.P.R.C.C.T.

PROPERTY LOCATION STATEMENT

This property is located in the corporate limits (or the extraterritorial jurisdiction) of the City of Celina, County, Texas.

Signature of Mayor _____ Date _____

ATTEST:

City Secretary _____ Date _____

CITY APPROVAL OF CONSTRUCTION PLAT

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson _____ Date _____

APPROVED BY: City Council
City of Celina, Texas

Signature of Mayor _____ Date _____

ATTEST:

City Secretary _____ Date _____

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Signed: _____
Registered Sanitarian or Designated Representative
Collin County Development Services

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	24.00'	26.81'	S 56°43'04" W	25.44'	64°00'37"
C2	65.00'	349.43'	N 01°16'36" W	56.97'	308°01'15"
C3	24.00'	26.81'	S 59°16'18" E	25.44'	64°00'38"
C4	24.00'	37.70'	N 44°14'39" E	33.94'	90°00'00"
C5	24.00'	37.70'	N 45°45'21" W	33.94'	90°00'00"
C6	24.00'	37.70'	S 44°14'39" W	33.94'	90°00'00"
C7	24.00'	37.74'	S 45°48'10" E	33.97'	90°05'38"

LINE	BEARING	DISTANCE
L1	S 89°14'39" W	347.25'
L2	N 00°45'21" W	24.00'
L3	S 89°14'39" W	468.69'
L4	N 01°16'36" W	115.65'
L5	S 01°16'36" E	101.11'
L6	N 89°14'39" E	468.82'
L7	S 00°45'21" E	24.00'
L8	N 89°14'39" E	332.17'
L9	S 89°10'43" W	265.76'
L10	N 00°45'21" W	24.00'
L11	N 89°14'39" E	56.00'
L12	N 00°45'21" W	132.00'
L13	S 89°14'39" W	56.00'
L14	N 00°45'21" W	24.00'
L15	N 89°14'39" E	264.56'
L16	S 01°03'32" E	24.00'
L17	S 89°14'39" W	136.68'
L18	S 00°45'21" E	131.92'
L19	N 89°09'01" E	137.59'
L20	S 01°03'32" E	24.00'
L21	S 88°43'24" W	812.29'
L22	N 88°43'24" E	812.40'

OWNERS CERTIFICATION

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, **TAMBROS LAND COMPANY, LLC**, is the sole owner of a tract of land situated in the McKinzie Wilhite Survey, Abstract Number 1008 in the Extra Territorial Jurisdiction of Celina, Collin County, Texas, being a part of a tract of land described in a deed from Collin 84, LP as recorded in Instrument Number 20151020001323760, Official Public Records of Collin County, Texas; the subject tract being more particularly described as follows:

BEGINNING at a mag nail found in the centerline of County Road 86, being the Southeast corner of the herein described tract, and the Northeast corner of a tract of land described in a deed to William & Kathy Wood as recorded in Instrument Number 20071029001470070, Official Public Records of Collin County, Texas;

Thence South 89 degrees 09 minutes 02 seconds West with the Northern boundary line of said Wood tract, a distance of 508.77 feet to a 1/2" capped iron rod stamped "Metroplex" found for the Southwest corner of the herein described tract, said point also being the Southeast corner of a separate tract of land conveyed to William & Kathy Wood as recorded in Instrument Number 20080310000279150, Official Public Records of Collin County, Texas;

Thence North 60 degrees 43 minutes 31 seconds West with the East boundary line of said Wood tract, a distance of 924.33 feet to a 1/2" iron rod found for the Northwest corner of the herein described tract, said point also being the Northeast corner of said Wood tract and lies in the Southern boundary line of a tract of land described in a deed to Westgate 115 Investors, L.P. as recorded in Instrument Number 2013062100089270, Official Public Records of Collin County, Texas;

Thence North 88 degrees 12 minutes 18 seconds East with the Southern boundary line of said Westgate tract, a distance of 1309.22 feet to a mag nail found near the centerline of said County Road for the Northeast corner of the herein described tract, and being the Southeast corner of said Westgate tract;

Thence South 00 degrees 45 minutes 21 seconds East with the centerline of said County Road, a distance of 485.51 feet to the POINT OF BEGINNING and there terminating, enclosing 10.00 acres of land, more or less.

OWNERS DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That **Tambros Land Company, LLC**, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein above described property as **CONSTRUCTION PLAT OF COIT BUSINESS PARK**, an addition to the Extra Territorial Jurisdiction of the City of Celina, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Extra Territorial Jurisdiction of the City of Celina, Texas.

WITNESS, my hand, this the _____ day of _____, 2016.

OWNER: **Tambros Land Company, LLC**

Authorized Agent _____

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ryan Griffin, partner , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2016.

Notary Public in and for the State of Texas _____

My commission expires: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS:

That I, **Ernest Woorster**, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the Extra Territorial Jurisdiction of the City of Celina.

Ernest Woorster _____ Date _____
R.P.L.S. # 6509

STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ernest Woorster, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2016.

Notary Public in and for the State of Texas _____

My commission expires on _____

CONSTRUCTION PLAT
COIT BUSINESS PARK
LOT 1, BLOCK A

BEING 10.00 ACRES OF LAND SITUATED IN THE
MCKINZIE WILHITE SURVEY, ABSTRACT NO. 1008
AN ADDITION TO THE EXTRA TERRITORIAL JURISDICTION
OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS

LEGEND Ⓐ = BLOCK IRF = IRON ROD FOUND POB = POINT OF BEGINNING W.L.E. = WATER LINE EASEMENT CIRF = CAPPED IRON ROD FOUND — C — = CENTERLINE OF ROAD	SURVEYOR EAGLE SURVEYING, LLC 210 SOUTH ELM STREET SUITE: 104 DENTON, TX 76201 940.222.3009	ENGINEER MOBIUS DESIGN, LLC 7021 STRAWBERRY WAY FORT WORTH, TX 76137 817.521.6577	OWNER TAMBROS LAND COMPANY, LLC 8762 PRESTON TRACE BLVD. FRISCO, TX 75033 903.814.2607	JOB #: 16-5-78 CP DATE: 10/20/2016 DRAWN BY: JDC	 EAGLE SURVEYING, LLC 210 SOUTH ELM STREET SUITE: 104 DENTON, TX 76201 940.222.3009 TX FIRM # 10194177
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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Gabe Johnson, Director of Engineering
 CC: Vicki Faulkner, City Secretary
 Date: December 13, 2016
 Re: TxCDBG Civil Rights Resolution

Action Requested:

Consider and act upon a resolution for the City to adopt the following: Citizen Participation Plan and Grievance Procedures (Form A1013); Section 3 Policy (Form A1002); Excessive Force Policy (Form A1003); Section 504 Policy and Grievance Procedures (Form A1004); and Fair Housing Policy (Exhibit 1015) (Johnson)

Background Information:

As part of the City's 2016 Texas Community Development Block Grant (TxCDBG) award in the amount of \$275,000.00 and a City contribution of \$165,898.00 to be used for downtown water improvements, the City of Celina must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the TxCDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City's contribution towards the project is \$165,898.00 which is funded from the Capital Improvements Program

Legal Review:

N/A

Supporting Documents:

See Attachment

Staff Recommendation:
Review and sign

RESOLUTION No. _____ Regarding Civil Rights**The City of Celina, Texas**

Whereas, the City of Celina, Texas, (hereinafter referred to as “City of Celina”) has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as “TDA”);

Whereas, the City of Celina, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the City of Celina, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the City of Celina, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

Whereas, the City of Celina, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the City of Celina, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the City of Celina, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, that the CITY OF CELINA ADOPTS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. [If Grant Recipient employs 15 or more employees], Section 504 Policy and Grievance Procedures (Form A1004); and
5. Fair Housing Policy (Exhibit 1015).

Passed and approved this _____ day of _____, 20__.

Sean Terry, Mayor

Attest:

Vicki Faulkner, City Secretary

Attachment: CR Combined Resolution-Celina (1823 : TxCDBG Grant Civil Right Resolution)

THE CITY OF CELINA
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include application, complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action, and any additional documents that contain information that is critical for obtaining federal services and/or benefits, or is required by law. For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Celina, 142 N. Ohio, Celina, Texas 75009, 972-382-2682 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at City of Celina, 142 N. Ohio, Celina, Texas 75009 or may call 972-382-2682.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.

3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Sean Terry, Mayor

Date

PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en Inglés. Ejemplos de tales documentos vitales incluyen la aplicación, los procedimientos de quejas, procedimientos de queja, las respuestas a las quejas, avisos, avisos de derechos y las medidas disciplinarias, y los documentos adicionales que contienen información que es fundamental para la obtención de los servicios y/o beneficios federales, o es requerido por ley. Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Celina, 142 N. Ohio, Celina, Texas 75009, 972-382-2682 en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la City de Celina, a 142 N. Ohio, Celina, Texas 75009 o puede llamar a 972-382-2682.
2. Una copia de la queja o reclamación se transmitirá por el Administrador Ciudad a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El Administrador Ciudad deberá cumplir una investigación de la queja o reclamación, si es posible, y dar una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deba completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.

2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionará un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

Section 3 Policy

In accordance with 12 U.S.C. 1701u the City of Celina agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of (*name of Grant Recipient*), we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Title

Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Celina hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Celina to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Celina to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Celina will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Celina we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Title

Date

Attachment: CR Combined Resolution-Celina (1823 : TxCDBG Grant Civil Right Resolution)

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Celina hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Celina does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Celina's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Celina shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, the City of Celina shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Celina to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to: City Manager, City of Celina, 142 N. Ohio, Celina, Texas 75009, 972-382-2682, who has been designated to coordinate Section 504 compliance efforts.
]
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the City Manager. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by the City Manager, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
 - g. The Section 504 coordinator shall maintain the files and records of the City of Celina relating to the complaints files.
 - h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Celina within ten working days after the receipt of the written determination/resolution.
 - i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
 - j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Celina complies with Section 504 and HUD regulations.

Signature

Title

Date

Attachment: CR Combined Resolution-Celina (1823 : TxCDBG Grant Civil Right Resolution)

Sample Fair Housing Policy

In accordance with Fair Housing Act, the City of Celina hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Celina *agrees to* affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Celina *agrees to* plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Celina will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Celina, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Title

Date

Attachment: CR Combined Resolution-Celina (1823 : TxCDBG Grant Civil Right Resolution)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Gabe Johnson, Director of Engineering
 CC: Vicki Faulkner, City Secretary
 Date: December 13, 2016
 Re: TxCDBG Signatory Resolution

Action Requested:

Consider and act upon a resolution by the City Council designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Texas Community Development Block Grant program (TxCDBG) contract number 7216091. (Johnson)

Background Information:

As part of the City's 2016 Texas Community Development Block Grant (TxCDBG) award in the amount of \$275,000.00 and a City contribution of \$165,898.00 to be used for downtown water improvements, City of Celina must designate authorized persons to sign contractual documents and documents requesting funds and in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form* (Form A202).

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City's contribution towards the project is \$165,898.00 which is funded from the Capital Improvements Program

Legal Review:

N/A

Supporting Documents:

See attached

Staff Recommendation:

Review and Sign

RESOLUTION NO. _____

AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7216091.

WHEREAS, the City of Celina, Texas has received a 2016 Texas Community Development Block Grant award to provide water improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form* (Form A202) is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Celina, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form* (Form A202).

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

The Mayor and City Manager be authorized to execute contractual documents between the Texas Department of Agriculture and the City for the 2016 Texas Community Development Block Grant Program.

The Mayor, Mayor Pro-Tem, City Manager and the Director of Finance be authorized to execute the *State of Texas Purchase Voucher and Request for Payment Form* documents required for requesting funds approved in the 2016 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS on DECEMBER____, 2016.

Sean Terry, Mayor

Attest:

Vicki Faulkner, City Secretary

Attachment: Sig Resolution-Celina (1824 : TxCDBG Signators Resolution)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Stelzer Tract Annexation

Action Requested:

Consider and act upon a petition from BG-GPT Celina 15 for the voluntary annexation of an approximately 15.471 acre tract of land situated in the Collin County School Land Survey #14, Abstract A0167, and set two public hearing dates on January 10, 2016 at 5:00 P.M. and 5:05 P.M. The property is generally located at the northeast corner of Frontier Parkway and Prairie Crossing.

Background Information:

A petition for annexation was received from Ryan Griffin of BG-GPT Celina 15 on December 2, 2016. The property is contiguous to current City Limits.

- December 13, 2016 Council option to accept voluntary petition to annex
- January 10, 2017 Council to hold public hearings (2)
- February 14, 2017 Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation petition
- Property Exhibit

Staff Recommendation:

Staff recommends approval



VOLUNTARY ANNEXATION APPLICATION

Property Description:

 Survey Name and Abstract No.: Collin County School Land #14, A0167

 Tract Number(s): _____ Number of Acres: 15.471

Number of People Living on Each Tract of Land (attach an additional sheet if necessary): _____

Current Property

 Owner's Name (use additional page for more space): Ryan Griffin

 Company: BG-GBT Celina 15, LP

 Address: 9550 John W. Elliott Drive, #106

 City, State, Zip: Frisco, TX 75033

 Phone#: 214-975-0842

 Fax #: 214-975-0841

 E-Mail Address: rgm@friscocs.com

Owners

 Signature: *Ryan Griffin*

 Representative's Name: David Kochalka

 Company: Kimley-Horn

 Address: 5750 Genesis Court, Suite 200

 City, State, Zip: Frisco, TX 75034

 Phone#: 972.335.3580

 Fax #: 972.335.3779

 E-Mail Address: david.kochalka@kimley-horn.com
Submittal Requirements

- ✓ Application
- ✓ Application Fee - Minimum \$250.00 or actual costs
- ✓ Metes and bounds description of the property with a graphic exhibit. The metes and bounds description and the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper **Graphic Exhibit must be in black and white.**
- ✓ An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property.

Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Water Certificate of Convenience and Necessity area, are required to submit fees in accordance with the settlement agreement (please contact city to get a fee estimate)

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

 COUNTY OF Collin

BEFORE ME, a Notary Public, on this day personally appeared Ryan Griffin the undersigned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application, that all information submitted herein is true and correct."

Ryan Griffin

Owner, Applicant, or Representative

 SUBSCRIBED AND SWORN TO before me, this the 28th

 day of Nov, 2016

 My Commission expires 7/20/2020

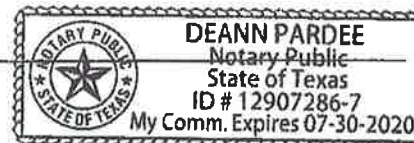
D. Pardee
Notary Public in & for the State of
Texas

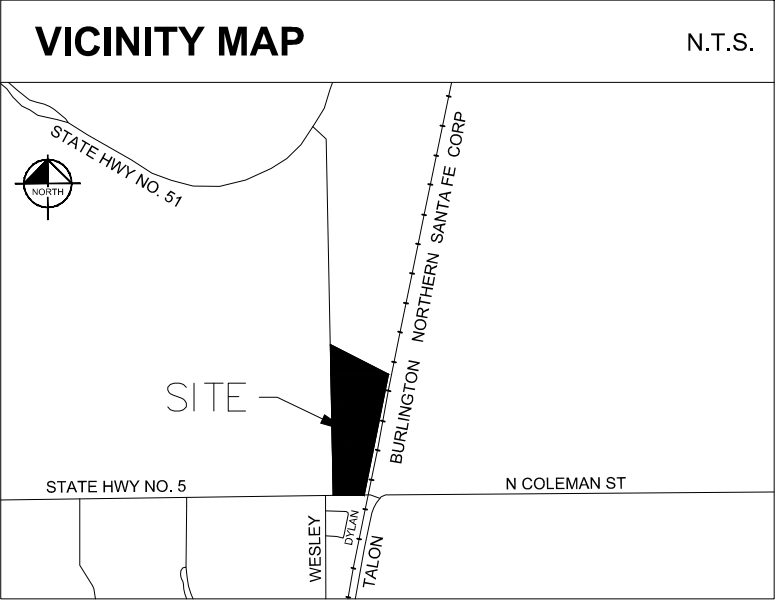
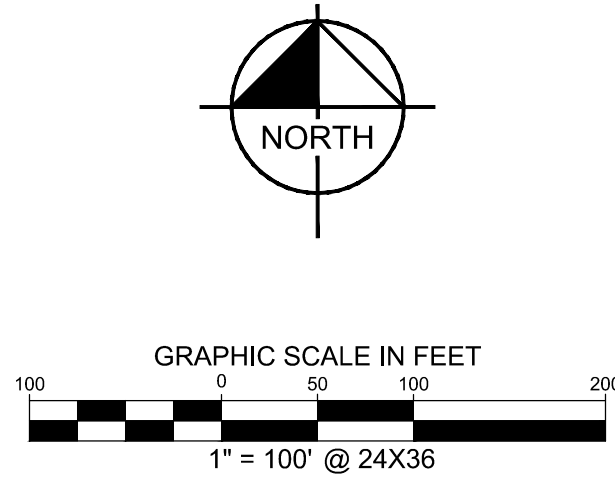
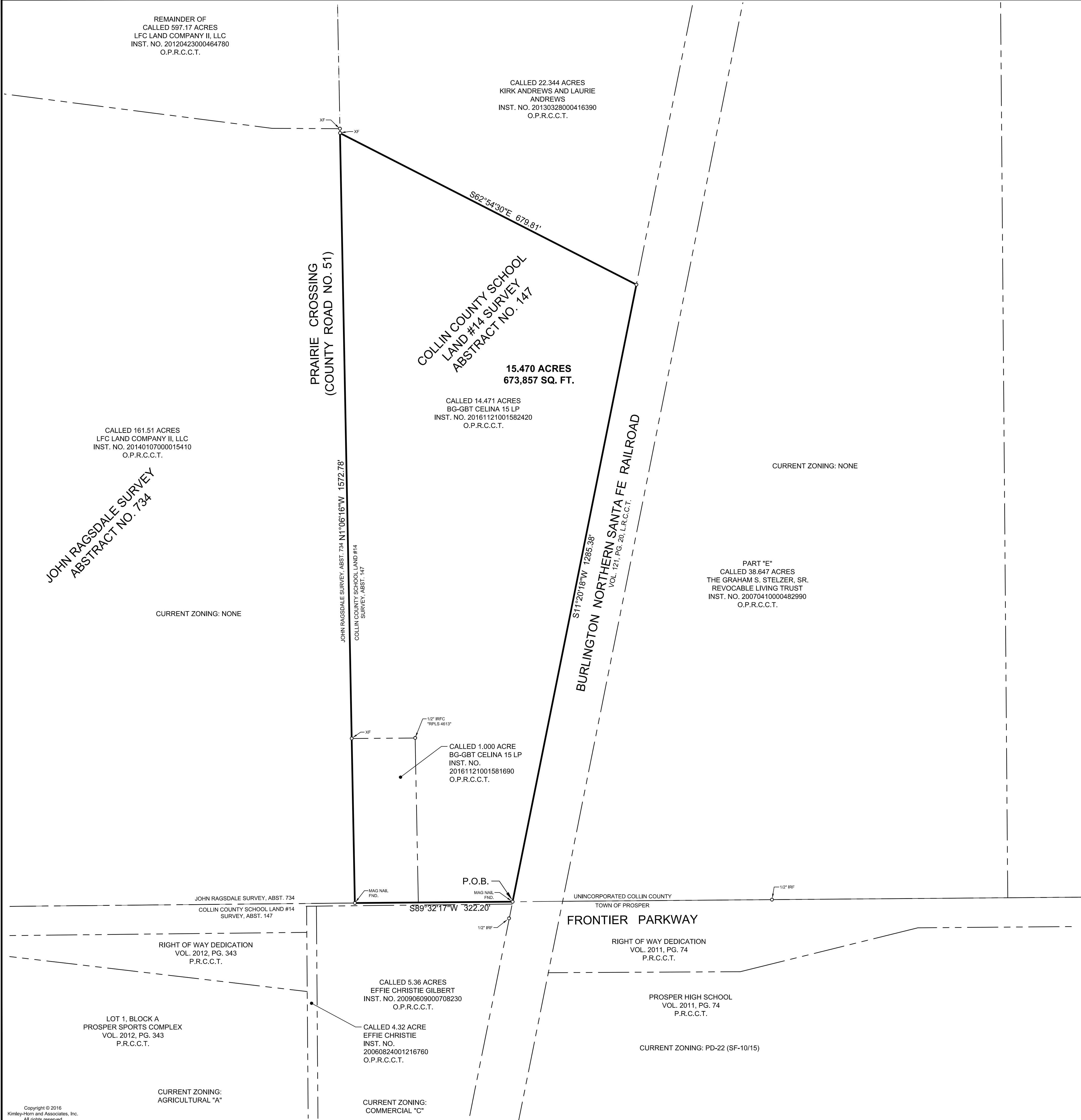
OFFICE USE ONLY

Receipt#: _____

Check#: _____

Payor: _____





LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land #14 Survey, Abstract No. 167, Collin County, Texas and being all of a 14.471 acre tract as conveyed to BG-GBT Celina 15 LP and recorded in County Clerks No. 20161121001582420, Official Public Records of Collin County (O.P.R.C.C.T.), Texas, also being all of a 1,000 acre tract as conveyed to BG-GBT Celina 15 LP and recorded in Instrument No. 20161121001581690, Official Public Records of Collin County (O.P.R.C.C.T.), Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail found at the southeast corner of said 14.471 acre tract, said nail being in the west line of Burlington Northern Santa Fe Railroad Company tract as created in a deed recorded in Volume 121, Page 20, Land Records of Collin County, Texas, said nail also being in the approximate centerline of Frontier Parkway;

THENCE South 89°32'17" West, along the south line of said 14.471 acre tract, the south of said 1,000 acre tract and along the centerline of said Frontier Parkway, a distance of 322.20 feet to a mag nail found for the southwest corner of said 1,000 acre tract, also being the southeast corner of a called 161.51 acre tract conveyed to LFC Land Company II, LLC in Instrument No. 20140107000015410, O.P.R.C.C.T., same also being the intersection of the centerline of said Frontier Parkway with the centerline of Prairie Crossing (County Road No. 51);

THENCE North 01°06'16" West, along the west line of said 1,000 acre tract, and the west line of said 14.471 acre tract, and along the east line of said 161.51 acre tract, and along the centerline of said Prairie Crossing (County Road No. 51) a distance of 1572.78 feet to a "X" cut found for the northwest corner of said 14.471 acre tract, same being at the southwest corner of a called 22.334 acre tract conveyed to Kirk and Laurie Andrews as recorded in Instrument No. 20130328000416390, O.P.R.C.C.T.;

THENCE South 62°54'30" East, along the north line of said 14.471 acre tract and the south line of said 22.334 acre tract, a distance of 679.81 feet to the northeast corner of said 14.471 acre tract and the southeast corner of said 22.334 acre tract in the west line of aforesaid Burlington Northern Santa Fe Railroad Company tract;

THENCE South 11°20'18" West, along the west line of Burlington Northern Santa Fe Railroad Company tract and the east line of said 14.471 acre tract, a distance of 1285.38 feet to the **POINT OF BEGINNING** and containing 15.470 acres of land, more or less.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

MICHAEL B. MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
5750 GENESIS COURT, SUITE 200
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

LEGEND

P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/ICAP FOUND
FND = FOUND
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T. = PLAT RECORDS OF COLLIN COUNTY, TEXAS
L.R.C.C.T. = LAND RECORDS OF COLLIN COUNTY, TEXAS
F.L.U.P. = FUTURE LAND USE PLAN

ANNEXATION EXHIBIT

ZONING CASE #16-XXXX

Stelzer Tract

COLLIN COUNTY SCHOOL LAND # 14 SURVEY, ABSTRACT #147
AUGUST, 2016

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
5750 Genesis Court, Suite 200
Frisco, TX 75034
P (972) 335-3580
F (972) 335-3779
Contact: David Kochalka, P.E.

OWNER / APPLICANT:
GB-GBT Celina 15 LP
9550 John W. Elliott Drive, Suite 106
Frisco, Texas 75033
Contact:
Ph:



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Gabe Johnson, Director of Engineering
 Date: December 13, 2016
 Re: City of Celina, Texas v. Holland Morrison, Shannon Morrison and Independent Bank

Action Requested:

Consider and authorize the interim city manager to sign a "waiver of conflict and consent to mediation by Richard M. Abernathy" in Cause No. 005-01304-2016, City of Celina, Texas v. Holland Morrison, Shannon Morrison and Independent Bank. (Johnson)

Background Information:

The City and Morrisons have scheduled a mediation for December 21, 2016 in accordance with the scheduling order in the case. However, it has come to the attention of the parties that there is a conflict with the mediator and/or the Firm they represent that also represents defendant/lienholder Independent Bank. The attorneys for the City have stated that it is ok to proceed with the waiver and that the conflict will have no bearing on the mediator's decision in their opinion. But it is for the council to decide if it wishes to waive the conflict and authorize the interim city manager to sign the waiver.

Board Review/Citizen Input:

N/A

Alternatives:

Elect to not sign the waiver, select a new mediator and modify the scheduling order to name a new mediator.

Financial Considerations:

The mediator fee is \$800 plus legal fees that are incurred during the mediation process.

Legal Review:

Legal has reviewed and has recommend to proceed with the waiver.

Supporting Documents:

Waiver of Conflict

Staff Recommendation:

Approve

A | R | B | H

ABERNATHY ROEDER
BOYD HULLETT

EST. 1876

Richard M. Abernathy
rabernathy@abernathy-law.com

1700 Redbud Boulevard, Suite 300 | McKinney, Texas 75069

Main: 214.544.4000 | Fax: 214.544.4040

November 30, 2016

**WAIVER OF CONFLICT AND CONSENT TO MEDIATION
BY RICHARD M. ABERNATHY**

Re: Cause No. 005-01304-2016; *The City of Celina, Texas vs. Holland Morrison, Shannon Morrison, and Independent Bank*

The undersigned parties and their counsel hereby expressly waive any actual or potential claims of conflict of interest which could be asserted with respect to Richard M. Abernathy and/or the law firm of Abernathy, Roeder, Boyd & Hullett, P.C. (the "Abernathy Firm") and any lawyer or employee of the Abernathy Firm as a result of prior representation by the Abernathy Firm of Independent Bank and expressly consent to Richard M. Abernathy of the Abernathy Firm acting as mediator with respect to the claims between the parties referenced in the lawsuit above.

AGREED TO:

Designated Representative for Plaintiff
The City of Celina, Texas

Julie Y. Fort, Attorney for Plaintiff
The City of Celina, Texas

Defendant Holland Morrison

Defendant Shannon Morrison

Attachment: 2016-12-01 waiver of conflict (1869 : Waiver of Conflict of and Consent - Morrison Condemnation)

November 30, 2016
Page 2

Michelle Jones, Attorney for Defendants Holland and
Shannon Morrison

Designated Representative of Independent Bank

Attorney for Independent Bank

Attachment: 2016-12-01 waiver of conflict (1869 : Waiver of Conflict of and Consent - Morrison Condemnation)



Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Chief
Date: December 13, 2016
Re: Review of Juvenile Curfew Ordinance

Action Requested:

The Celina City Council will conduct a public hearing and take action to abolish, continue, or modify the Celina Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.02: Minors: Division 2: Curfew. (Griggs)

Background Information:

Texas Local Government Code - Section 370.002. Review of Juvenile Curfew Ordinance, requires every third year after the adoption of a juvenile curfew ordinance, for the governing body to:

(1) review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy; (2) conduct public hearings on the need to continue the ordinance or order; and (3) abolish, continue, or modify the ordinance or order.

Failure to act in accordance with Subsections (a) (1) - (3) shall cause the ordinance or order to expire.

Board Review/Citizen Input:

Public Hearing

Alternatives:

N/A

Financial Considerations:

None

Legal Review:

N/A

Supporting Documents:

Current ordinance attached

Staff Recommendation:

Approval to continue the Curfew ordinance without modification.

1

CITY OF CELINA, TEXAS

ORDINANCE NO. 2013- 38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 8: OFFENSES AND NUISANCES; ARTICLE 8.02 MINORS; DIVISION 2: CURFEW; 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 PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING 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 of Celina, Texas, is empowered under the Texas Local Government Code, Section 51.001 to adopt an ordinance or rule that is for the good government of the City; and

WHEREAS, the City Council desires to amend its current ordinance regarding offenses and nuisances and has determined that certain restrictions should be adopted in the interest of public safety; and

WHEREAS, the City Council finds that the adoption of this ordinance is necessary in the interest of public health, safety, and welfare of the citizens.

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**

3.01 That the Celina Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.02: Minors; Division 2: Curfew is hereby amended to read as follows:

“Division 2. Curfew

Sec. 8.02.031 Statutory authority; title

This division is adopted in accordance with Tex. Loc. Gov’t Code, section 341.905, as amended, and shall be referred to as the juvenile curfew ordinance for minors.

Sec. 8.02.032 Definitions

For the purpose of this division, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

Curfew hours.

- (1) The period beginning 11:00 p.m. and extending until 6:00 a.m., Sunday through Saturday; and
- (2) During school hours for such period that schools within the city are in session, excluding any holidays, Saturdays or Sundays.

Emergency.

- (1) An unforeseen combination of circumstances or the resulting state that calls for immediate action.
- (2) The term includes, but is not limited to, a fire, a natural disaster, an automobile accident or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment. Any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian.

- (1) A person who, under court order, is the guardian of the person of a minor;
or
- (2) A public or private agency with whom a minor has been placed by a court.

Minor. Any person under 17 years of age.

Operator.

- (1) Any individual, firm, association, partnership or corporation operating, managing or conducting any establishment.
- (2) The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent. A person who is:

- (1) A natural parent, adoptive parent or stepparent; or
- (2) At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

Public place. Any place to which the public or a substantial group of the public has access, and includes but is not limited to streets, highways and the common areas of schools during periods outside of regular school hours, hospitals, apartment houses, office buildings, transport facilities and shops.

Remain. To:

- (1) Linger, stay, walk, run, stand, drive or ride; or
- (2) Fail to leave the premises when requested to do by a police officer or the owner, operator or other person in control of the premises.

Serious bodily injury. Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement or protracted loss or impairment of the function

Sec. 8.02.033 Penalty

Any person violating any provision of this division for which no specific penalty is prescribed shall be subject to section 1.01.009.

Sec. 8.02.034 Offenses

- (a) A minor commits an offense if he or she remains in any public place or on the premises of any establishment within the incorporated areas of the city during curfew hours.
- (b) A parent or guardian of a minor commits an offense if such person knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the incorporated areas of the city during curfew hours.

(c) The owner, operator or any employee of an establishment commits an offense if he or she knowingly allows the minor to remain upon the premises of the establishment during curfew hours.

Sec. 8.02.035 Defenses

(a) It is a defense to prosecution under Section 8.02.034(a) that the minor was:

- (1) Accompanied by the minor's parent or guardian;
- (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
- (3) In a motor vehicle involved in interstate or intrastate travel;
- (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- (5) Involved in an emergency;
- (6) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
- (7) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor;
- (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
- (9) Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.

(b) It is a defense to prosecution under Section 8.02.034(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave."

3.02 All other articles, chapters, divisions, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4

CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5

SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances, "Chapter 8: Offenses and Nuisances" 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 maybe 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

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, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 8

ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
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 10 day of December 2013.



Sean Terry, Mayor
City of Celina, Texas

ATTEST:



Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]



APPROVED AS TO FORM:



City Attorney
City of Celina, Texas

Attachment: 2016-38 Curfew Ordinance (1843 : Review of Juvenile Curfew Ordinance)

1. Reviewed, Public Hearing held and continued in December 2016



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Planning Manager
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Wood Tract Rezoning Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 43.0 acre tract of land situated in the M. Wilhite Survey, Abstract No. 1008, Collin County, Texas, and generally located east of CR 83, west of CR 86 (future Coit Road), and north of CR 84, Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned PD, Planned Development District #74. (Ken Wood Tract Rezoning) (Liebman)

Application Revision:

The applicant has requested that the multiple family and mini-warehouse components of the proposed Planned Development be eliminated. Directly adjacent to the Bluewood Development the applicant has proposed single-family detached dwellings with 40' lots. There will also be single-family dwellings directly adjacent to Preston Hills with proposed 40' lots only.

In addition, the applicant has agreed to expand the landscape buffer along CR 83 from the fifteen (15) feet required by the Zoning Ordinance to eighteen (18) feet and include a four (4) foot berm so that the planned landscaped edge along CR 83 adjacent to Lilyana will be continued onto the Wood Tract.

Background Information:

The property is currently zoned AG, Agricultural zoning district following the annexation of the tracts of land on April 12, 2016 (Ordinance No. 2016-26). The applicant is proposing a Planned Development with base zoning designations of MU-2, Regional Mixed-Use and CF, Community Facilities zoning districts. The property is to be subdivided into Tracts A, B and C.

Tract A (±17.879 acres):

Tract A is generally located north of the future extension of Ownsby Parkway and west of CR 86 (future Coit Road). This tract is proposed to allow the commercial land uses listed in the MU-2, regional mixed use zoning district, including townhomes. Attached residential units shall be allowed at a maximum density of ten units per acre. Stand-alone multiple family and duplexes are not allowed in Tract A. Any townhome development shall be located adjacent to the Bluewood/Wells North subdivision and be limited to two-stories. This will provide a buffer from the single family located in Bluewood/Wells North

to the commercial uses allowed elsewhere within Tract A, including uses listed in the MU-2 zoning district, such as car washes, auto supply stores, banks, restaurants, convenience stores and grocery stores, among others. Detached single-family residential lots are proposed for Tract A, including both 40' and 30' lots. The 40' lots are proposed directly adjacent to the Bluewood Development.

Tract B (±3.36 acres):

Tract B is located adjacent to Preston Hills and a portion of Lilyana/Wells South. It has frontage on Ownsby Parkway and on the north/south portion of CR 83. Residential uses are proposed for Tract B, including single-family detached - zero lot line, as well as townhomes. Townhomes are limited to a maximum of two stories and no taller than 45'. No commercial uses will be allowed on Tract B.

Tract C (±21.761 acres):

Tract C is located at the southwest corner of future Coit Road and the extension of Ownsby Parkway, both to have an ultimate build-out as six-lane major thoroughfares within 120 feet of right-of-way. This is a logical intersection for commercial uses. In Frisco and Prosper, commercial development is zoned at the hard corners of Coit Road and major east/west thoroughfares. Tract C will allow all the uses listed in Tract A, including child care/preschool, medical facilities, rehabilitation care facility, and offices. Commercial uses are limited to two stories adjacent to or across a right-of-way from any single family developments, unless one additional foot of setback is provided for each additional foot of height requested. A solid, six-foot masonry screening wall will be required for all commercial uses backing or siding to single family residential developments. No single family lots are proposed for Tract C.

The applicant has requested that the multiple family and the mini storage facility uses be removed from the Planned Development's allowed uses.

Comprehensive Plan:

The adopted Comprehensive Land Use Plan calls for Suburban Moderate-High Residential Mix in this area. This designation encompasses the majority of the land area outside the Celina's historic downtown and accommodates a range of housing types including single family detached and attached dwellings and townhomes. Supporting office, retail, commercial and entertainment are considered acceptable uses. The non-residential uses are intended to support a much larger area than the immediate neighborhood and will be generally located at intersections. The proposed combination of townhome, commercial, and single family detached dwellings complies with the Comprehensive Plan.

Thoroughfare Plan:

The Thoroughfare Plan shows two major thoroughfares adjacent to or within the subject property: Coit Road and Ownsby Parkway are both shown on the Thoroughfare Plan as six-lane divided major arterials within 120 feet of right-of-way. Ownsby Parkway, west of the Wood Tract, is a modified major arterial with six lanes divided within 100 feet of right-of-way. The Thoroughfare Plan was revised in this section to avoid the necessity of additional right-of-way acquisition from the south side of the roadway, where established homesites exist. All of the additional right-of-way for this section of Ownsby Parkway was obtained from the Bluewood tract (formerly Wells North). The transition from 100 feet of right-of-way to the 120 feet of right-of-way on the Wood Tract will occur on the Wood Tract.

Board Review/Citizen Input:

At its meeting on August 16, 2016, the Planning and Zoning Commission voted (4-3, with Hangartner, Haley and Schmitt opposed) to recommend approval of the rezoning request, as conditioned in the staff report.

The City Council notice of the public hearing was published in *The Celina Record* on September 23, 2016. Notices of the public hearing have been sent to all owners of property, as indicated by the most

recently approved Collin County tax rolls, who are located within 200 feet of the subject property. Six property owners were notified by mail on July 29, 2016. As of the printing of this packet, five letters in opposition have been received. No comments or letters in support have been received.

Section 211.006 of the TEXAS LOCAL GOVERNMENT CODE, “Procedures Governing Adoption of Zoning Regulations and District Boundaries,” requires “an affirmative vote of at least three-fourths of all members of the governing body” if a written protest is received by “at least twenty percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.” The threshold of protest has been met since more than 20% of the property owners notified have submitted written letters of opposition. The City Council must have five of the six voting members vote in the affirmative to approve the rezoning request.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and deemed it acceptable.

Supporting Documents:

- Proposed Ordinance
- Notification Exhibit
- Geiger Opposition Letter
- Shipley Opposition Letter
- Stalick Opposition Letter
- Hillwood Opposition Letter

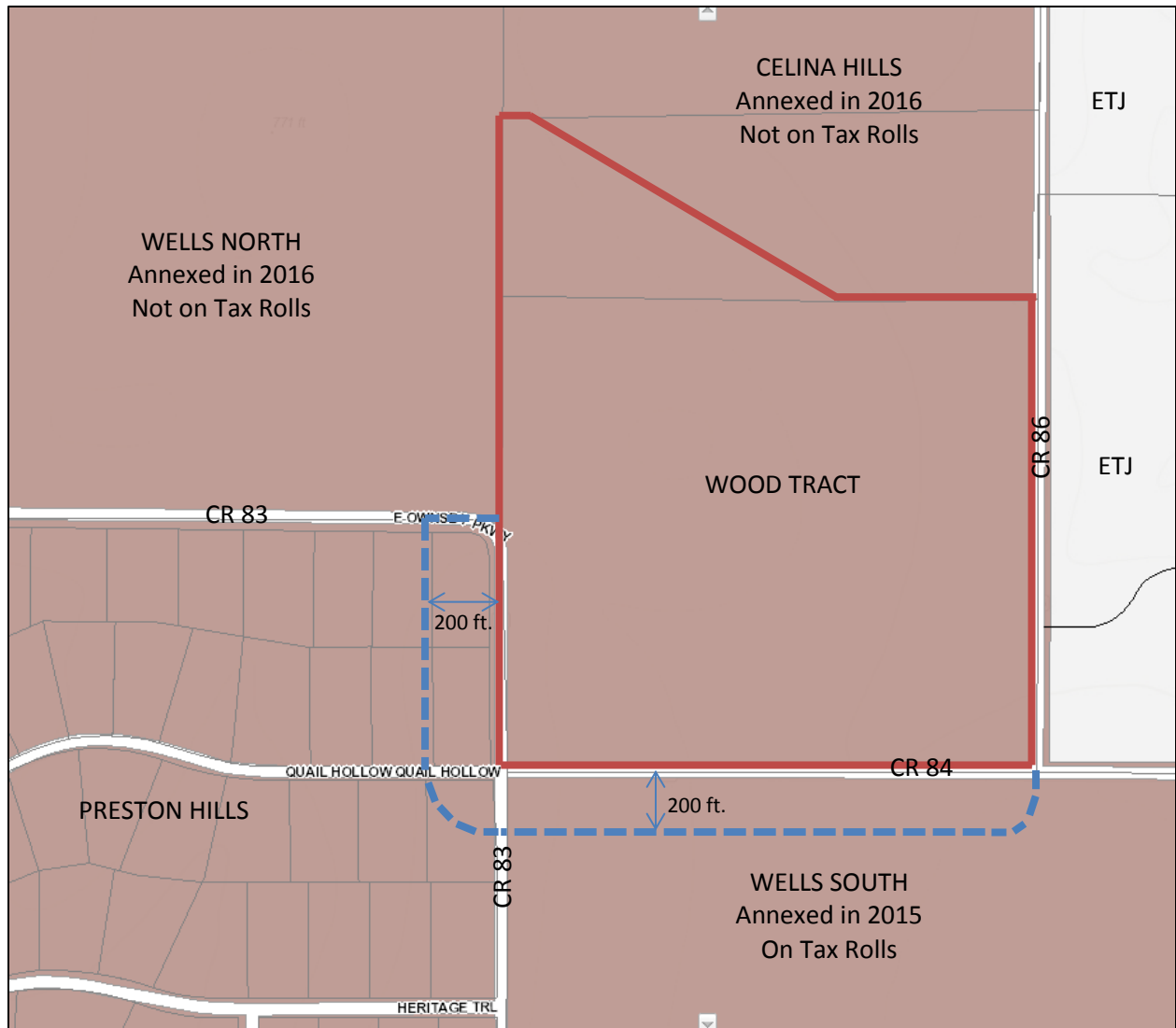
Staff Recommendation:

Staff is waiting for an updated set of PD Regulations and we look forward to completing the review and anticipate a lean list of remaining items to coordinate.

Staff Recommendation:

Staff recommends approval as presented.

Wood Tract Notification Area



Attachment: Notification Exhibit (1737 : Wood Tract Rezoning Ordinance)

Zoning Case "KEN WOOD TRACT"

✂ Cut here

August 16, 2016

Members of the Planning & Zoning Commission:

I, ERIK GEIGER, with property located at 1123 E. OWNSBY PKWY, Celina, Texas
 (NAME) (ADDRESS)

☐ Support☒ OpposePhone: 972-800-0094Email: egeiger2666@Shglobal.net

The proposed zoning changes for the following reasons. (Use extra sheets if more room is needed):

IN CONSISTENT WITH SURROUNDING PROPERTY
WELLS NORTH LOT SIZE MIS-REPRESENTED, I BELIEVE

SIGNATURE

DATE

Attachment: Gieger Opposition Letter (1737 : Wood Tract Rezoning Ordinance)

This proposed change will be directly across the street from our expensive private homes on 1 acre+ lots in the Preston Hills neighborhood. We strongly oppose the proposed change to put commercial businesses in this tract. It is poor planning by our city to insert an assisted living facility, mini-storage units and strip mall businesses into a strictly residential area, which will significantly lower our property values. I don't think the developers of the new residential housing area south of CR 84 or Chris Bosh with his multi-million dollar home next door will be supportive either.

Zoning Case "KEN WOOD TRACT"

✂ Cut here

August 16, 2016

Members of the Planning & Zoning Commission:

I, David & Sandy Shipley with property located at 3618 Quail Hollow, Celina, Texas
(NAME) (ADDRESS)

☐ Support

Phone: 972-333-5550

☒ Oppose strongly

Email: daves75009@gmail.com

The proposed zoning changes for the following reasons. (Use extra sheets if more room is needed):

(See attached)

SIGNATURE

DATE

8/3/16

Attachment: Shipley Opposition Letter (1737 : Wood Tract Rezoning Ordinance)

Zoning Case "KEN WOOD TRACT"

✂ Cut here

August 16, 2016

Members of the Planning & Zoning Commission:

I, BARBARA STALICK, with property located at 3642 Quail Hollow, Celina, Texas
(NAME) (ADDRESS)☐ SupportPhone: 972-347-2309☒ OpposeEmail: vbstalick@att.net

The proposed zoning changes for the following reasons. (Use extra sheets if more room is needed):

I do not approve of commercial lots in the zoning area
described. I would prefer housing, preferably 1 acre lots as was
planned in the beginning

SIGNATURE

Barbara J. Stalick

DATE

August 8, 2016

Zoning Case "KEN WOOD TRACT"

✂ Cut here

August 16, 2016

Members of the Planning & Zoning Commission:

I, Vic Stalick, with property located at 3692 Quail Hollow, Celina, Texas
(NAME) (ADDRESS)☐ SupportPhone: 972-347-2309☒ OpposeEmail: vstalick@gmail.com

The proposed zoning changes for the following reasons. (Use extra sheets if more room is needed):

The proposed usage of the Kenwood Tract property is simply
a "trojan horse" to enable the developer to use the property
in any way that he/she desires. The proposed usages are
in consistent with the low density housing in the area

SIGNATURE

V. J. Stalick

DATE

8/7/2016

Attachment: Stalick Opposition Letter (1737 : Wood Tract Rezoning Ordinance)



August 12, 2016

Helen-Eve Liebman
Interim City Manager
City of Celina
142 N. Ohio
Celina, TX 75009

RE: Ken Wood Tract Proposed Zoning Change

Dear Ms. Liebman,

On August 4, 2016, Hillwood Communities, as representatives of the Bluewood community owned by Celina Development North, LLC, and the Lilyana community owned by Celina Development, LLC, received notification of a proposed zoning change for 43 acres of land adjacent to both properties we are developing. The notice states that the Celina Planning & Zoning Commission will conduct a public hearing on August 16, 2016 at 6:30 p.m. The proposed zoning request is to take the land from AG-Agricultural to a PD-Planned Development district with base zoning designations of MU-2, Regional Mixed Use zoning district and CF, Community Facilities zoning district.

Hillwood supports planned development and recognizes the need for various types of housing and mixed use zoning. However, we object to the proposed plan based on the following:

- This tract is surrounded by single family communities. The proposed zoning is not consistent with the neighboring uses and is not considerate of the lot sizes adjacent to the site.
- The northwest corner of the site should be restricted to a single-family use. The site plan shows 30' wide lots adjacent to the 70' lots in Bluewood. The property should be required to transition the lot sizes to be combatable with the adjacent Bluewood zoning with lot sizes no less than 60' wide.
- The southwest corner of the site is proposed to be a daycare and a Montessori school. These are located directly adjacent to large acre plus lots in Preston Hills on the west as well as 70' and 60' lots in Lilyana. This zoning, if approved should be restricted to these specific uses. An additional appropriate use would be 70' single-family zoning.
- Additional potential uses listed on the site plan include a senior living facility and a health club. Any use that is not single family should be considerate of the neighboring properties and have large landscape with strict buffering, lighting and loading restrictions.
- Although not reflected on the land plan sent in the zoning notice, mini storage is another use that would not be appropriate adjacent to single family homes.

Please see the attached exhibit that shows the proposed uses adjacent to the development entitlements for both Lilyana and Bluewood.

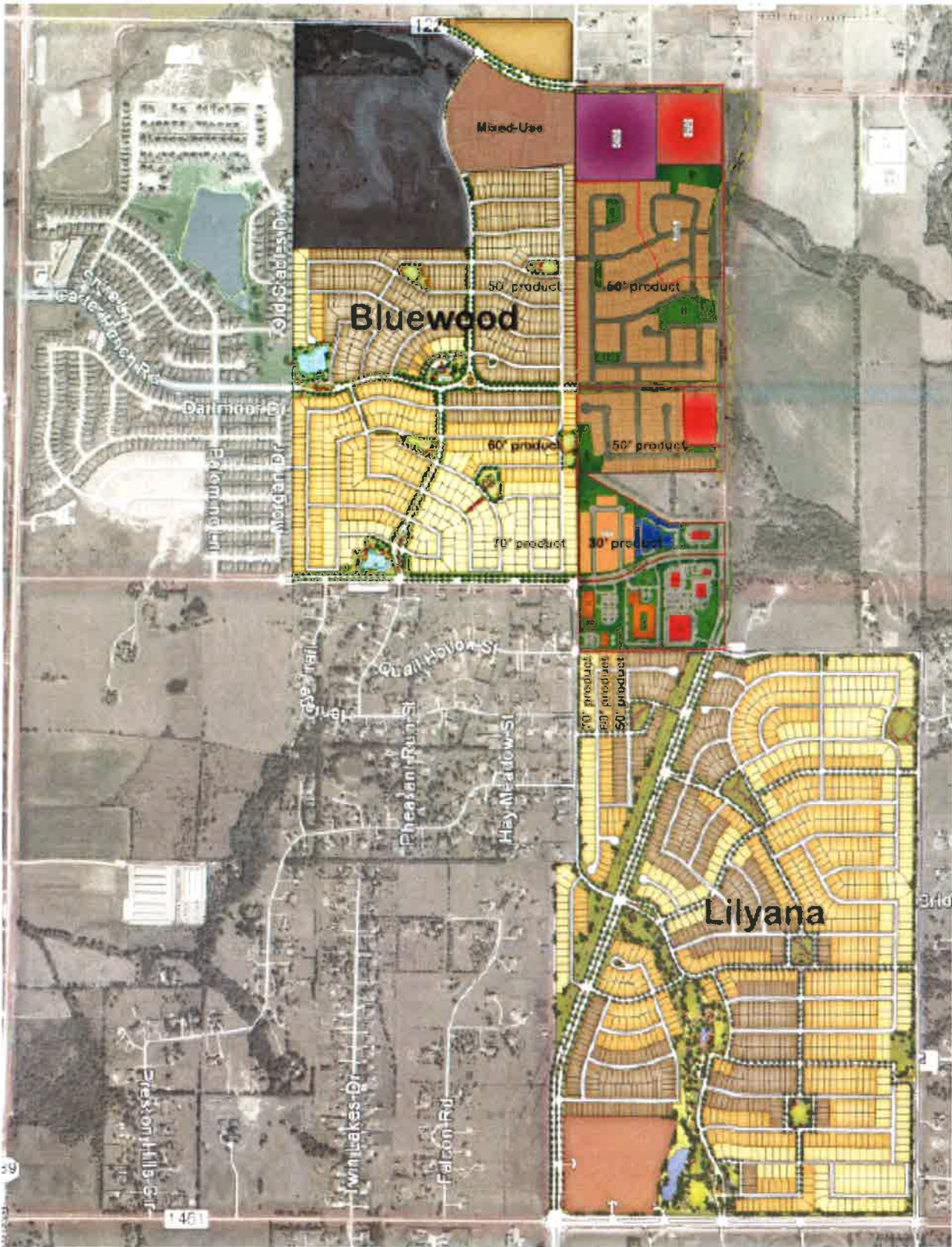
Sincerely,

Elaine Ford,
Senior Vice President
Hillwood Communities as representative of
Celina Development North, LLC and
Celina North, LLC



Exhibit

Proposed Zoning Tracts Adjacent to Bluewood and Lilyana



**CITY OF CELINA, TEXAS
ORDINANCE 2016-
KEN WOOD ZONING - PD-74**

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 43.00 ACRE TRACT OF LAND SITUATED IN THE M. WILHITE SURVEY, ABSTRACT NO. 1008 AND BEING PART OF A TRACT OF LAND CONVEYED TO WILLIAM K. AND KATHY D. WOOD AS RECORDED IN COUNTY CLERK FILE NUMBERS 20071029001470070 AND 2008031000027915, DEED RECORDS, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF CHOATE PARKWAY (CR 88), WEST OF CR 86 (FUTURE COIT ROAD), AND NORTH OF THE LILYANA DEVELOPMENT, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 74;" PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit “C” and Exhibit “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 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District No. 74” on a certain tract of land described in in Exhibit “A” and depicted in Exhibits “B” and “C.”

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 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, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District No. 74.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “C;” the development standards set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

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 depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in 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 decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of November, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

EXHIBIT "A"
Ken Wood Tract
Legal Description

TRACT A

BEING a tract of land situated in the M. Wilhite Survey, Abstract Number 1008, Collin County, Texas and being a portion of that certain 38.000 acre tract described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20071029001470070, Deed Records, Collin County, Texas and all of that certain 5.000 acre tract described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20080310000279150, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a PK-Nail found marking the southwest corner of said 38.000 acre tract, also marking the northwest corner of that certain tract of land described in deed to Celina Development, LLC as recorded in County Clerk's file number 20151123001468620, Deed Records, Collin County, Texas, also being in the east line of Preston Hills III Addition, Phase 2, as recorded in Volume J, Page 942, Plat Records of Collin County, Texas, and said point also being in the intersection of County Road 83, County Road 84, and Quail Hollow St. (a 50' right-of-way);

THENCE N 00°55'46" W, 669.89 feet along the west property line of said Wood tract and the east line of said Preston Hills Addition to a point in the centerline of the proposed County Road 83 extension and the **POINT OF BEGINNING**:

THENCE N 00°55'46" W, 997.11 feet continuing along the common line of the west line of said Wood 38.00 acre tract and then along the west line of said Wood 5.00 acre tract with the east line of that certain tract of land described by deed to The George White Family Limited Partnership, as recorded in Volume 5834, Page 472, Deed Records, Collin County, Texas, to a 1/2 inch iron rod with cap stamped "Metroplex 1849" found, being the northwest property corner of said Wood 5.00 acre tract;

THENCE N 89°09'02" E, 70.30 feet along the north property line of said Wood 5.00 acre tract common with the south line of that certain tract of land described by deed to Westgate 115 Investors, L.P., as recorded in County Clerk's Filing Number 20130621000869270, Deed Records, Tarrant County, Texas, to a 1/2 inch iron rod found, being an angle point in the north line of said Wood 5.00 acre tract and being the northwest property corner of that certain tract of land described by deed to Tactical Demolition, LLC, as recorded in County Clerk's Filing Number 2015020001323760, Deed Records, Collin County, Texas;

THENCE S 60°43'49" E, 924.20 feet along the common line of the northeast line of said Wood 5.00 acres and the southwest line of said Tactical Demolition tract to a 1/2 inch iron rod with cap stamped "Metroplex 1849" found, being the southeast property corner of said Wood 5.00 acre tract and being in the north property line of said Wood 38.00 acre tract and being the southwest property corner of said Tactical Demolition tract;

THENCE N 89°09'02" E, 508.62 feet along the common line of the north property line of said Wood 38.00 acre tract and the south property line of said Tactical Demolition tract, to a P.K. Nail found in the approximate centerline of County Road 36;

Attachment: Ordinance - Wood Tract PD (1737 : Wood Tract Rezoning Ordinance)

THENCE S 00°44'16" E, 310.63 feet along the east property line of said Wood 38.00 acre tract and along the approximate centerline of said County Road 36 to a point in the centerline of the proposed County - Road 83 extension;

THENCE the following bearings and distances along said proposed centerline:

S 89°15'44" W, 317.14 feet to the beginning of a curve to the left;

464.43 feet, along the arc of said curve to the left, through a central of 26°36'36", whose radius is 1000.00 feet, and the long which bears chord of S 75°57'26"W, 460.27 feet to a point;

S 62°39'08" W, 32.73 feet to the beginning of a curve to the left;

473.01 feet, along the arc of said curve to the left, through a central of 27°06'06", whose radius is 1000.00 feet, and the long which bears chord of S 76°12'11"W, 468.61 feet to a point;

S 89°45'14" W, 125.10 feet to the **POINT OF BEGINNING** and containing 17.879 acres of land, more or less.

TRACT B

BEING a tract of land situated in the M. Wilhite Survey, Abstract Number 1008, Collin County, Texas and being a portion of that certain 38.000 acre tract of land as described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20071029001470070, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a PK-Nail found marking the southwest corner of said 38.000 acre tract, also marking the northwest corner of that certain tract of land described in deed to Celina Development, LLC as recorded in County Clerk's file number 20151123001468620, Deed Records, Collin County, Texas, also being in the east line of Preston Hills III Addition, Phase 2, as recorded in Volume J, Page 942, Plat Records of Collin County, Texas, and said point also being in the intersection of County Road 83, County Road 84, and Quail Hollow St. (a 50' right-of-way);

THENCE N 00°55'46" W, 669.89 feet along the west property line of said Wood tract and the east line of said Preston Hills Addition to a point in the centerline of the proposed County Road 83 extension;

THENCE N 89°45'14"E, a distance of 125.10 feet along said proposed centerline to the beginning of a curve to the left;

THENCE 99.16 feet, along the arc of said curve to the left, through a central of 5°40'53", whose radius is 1000.00 feet, and the long which bears chord of N 86°54'47"E, 99.12 feet to a point;

THENCE S 00°00'00"E, a distance of 672.52 feet to the south line of said Wood tract and the approximate centerline of said County Road 84;

THENCE S 89°09'02"W, a distance of 213.22 feet to the **POINT OF BEGINNING** and containing 3.360 acres of land, more or less.

TRACT C

BEING a tract of land situated in the M. Wilhite Survey, Abstract Number 1008, Collin County, Texas and being a portion of that certain 38.000 acre tract of land as described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20071029001470070, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a PK-Nail found marking the southwest corner of said 38.000 acre tract, also marking the northwest corner of that certain tract of land described in deed to Celina Development, LLC as recorded in County Clerk's file number 20151123001468620, Deed Records, Collin County, Texas, also being in the east line of Preston Hills III Addition, Phase 2, as recorded in Volume J, Page 942, Plat Records of Collin County, Texas, and said point also being in the intersection of County Road 83, County Road 84, and Quail Hollow St. (a 50' right-of-way);

THENCE N 00°55'46" W, 669.89 feet along the west property line of said Wood tract and the east line of said Preston Hills Addition to a point in the centerline of the proposed County Road 83 extension;

THENCE N 89°45'14"E, a distance of 125.10 feet along said proposed centerline to the beginning of a curve to the left;

THENCE 99.16 feet, along the arc of said curve to the left, through a central of 5°40'53", whose radius is 1000.00 feet, and the long which bears chord of N 86°54'47"E, 99.12 feet to the **POINT OF BEGINNING**;

THENCE the following bearings and distances along said proposed centerline:

373.86 feet continuing along the arc of said curve to the left, through a central of 21°25'13", whose radius is 1000.00 feet, and the long which bears chord of N 73°21'45"E, 371.68 feet to a point;

N 62°39'08" E, 32.73 feet to the beginning of a curve to the right;

464.43 feet along the arc of said curve to the right, through a central of 26°36'36", whose radius is 1000.00 feet, and the long which bears chord of N 75°57'26"E, 460.27 feet to a point;

N 89°15'44" E, 317.14 feet to a point in the east property line of said Wood tract, said point being in the approximate centerline of County Road 86;

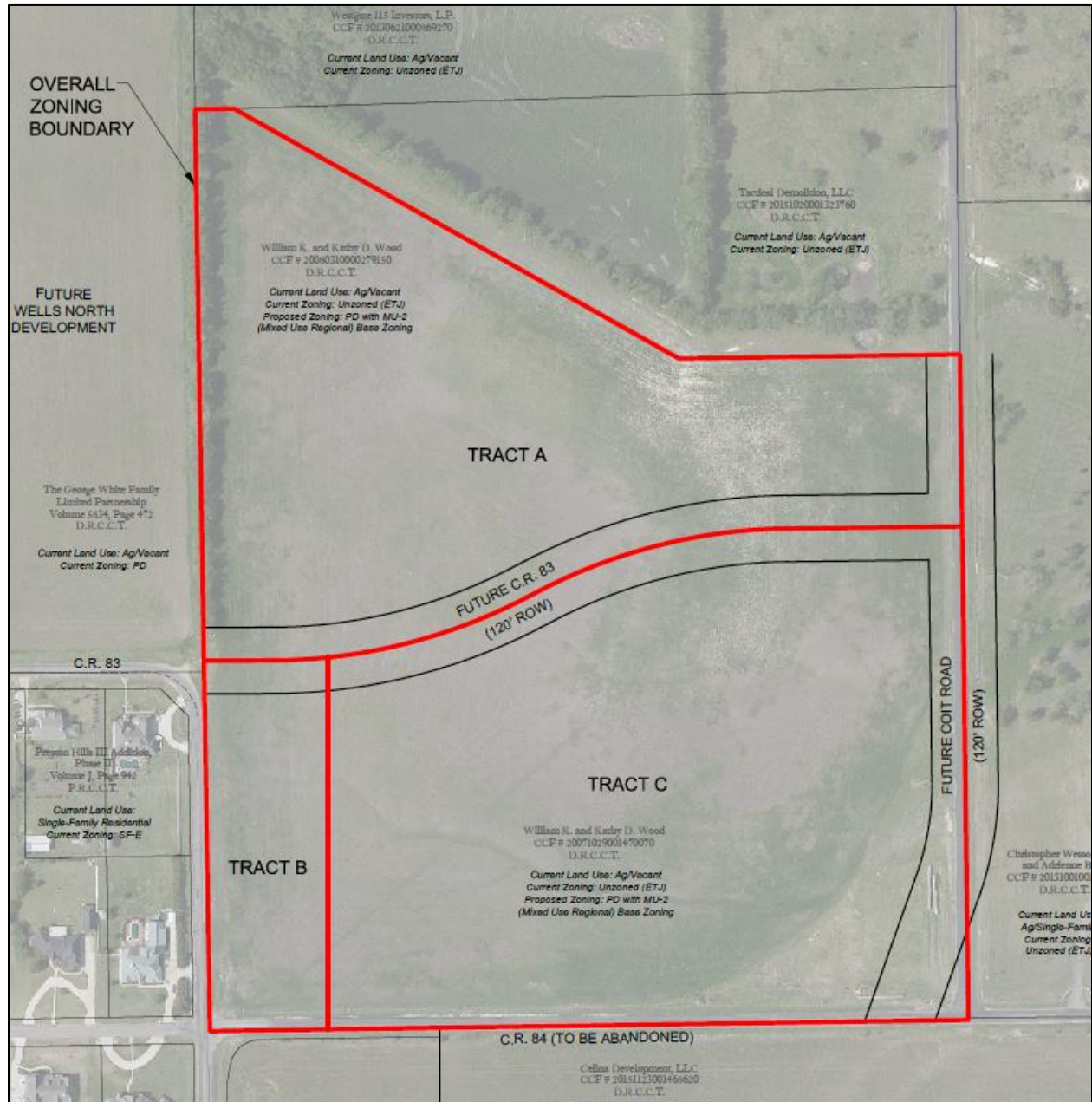
THENCE S 00°44'16" E, a distance of 892.61 feet departing said proposed centerline and along the approximate centerline of said County Road 86 to the intersection with County Road 84 and to a PK-nail found in the approximate centerline intersection of said County Roads 84 and 86;

THENCE S 89°09'02" W, a distance of 1160.44 feet along the approximate centerline of said County Road 84;

THENCE N 00°00'00"E, feet a distance of 672.52 to the **POINT OF BEGINNING** and containing 21.761 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit "B"
Ken Wood Tract
Zoning Exhibit

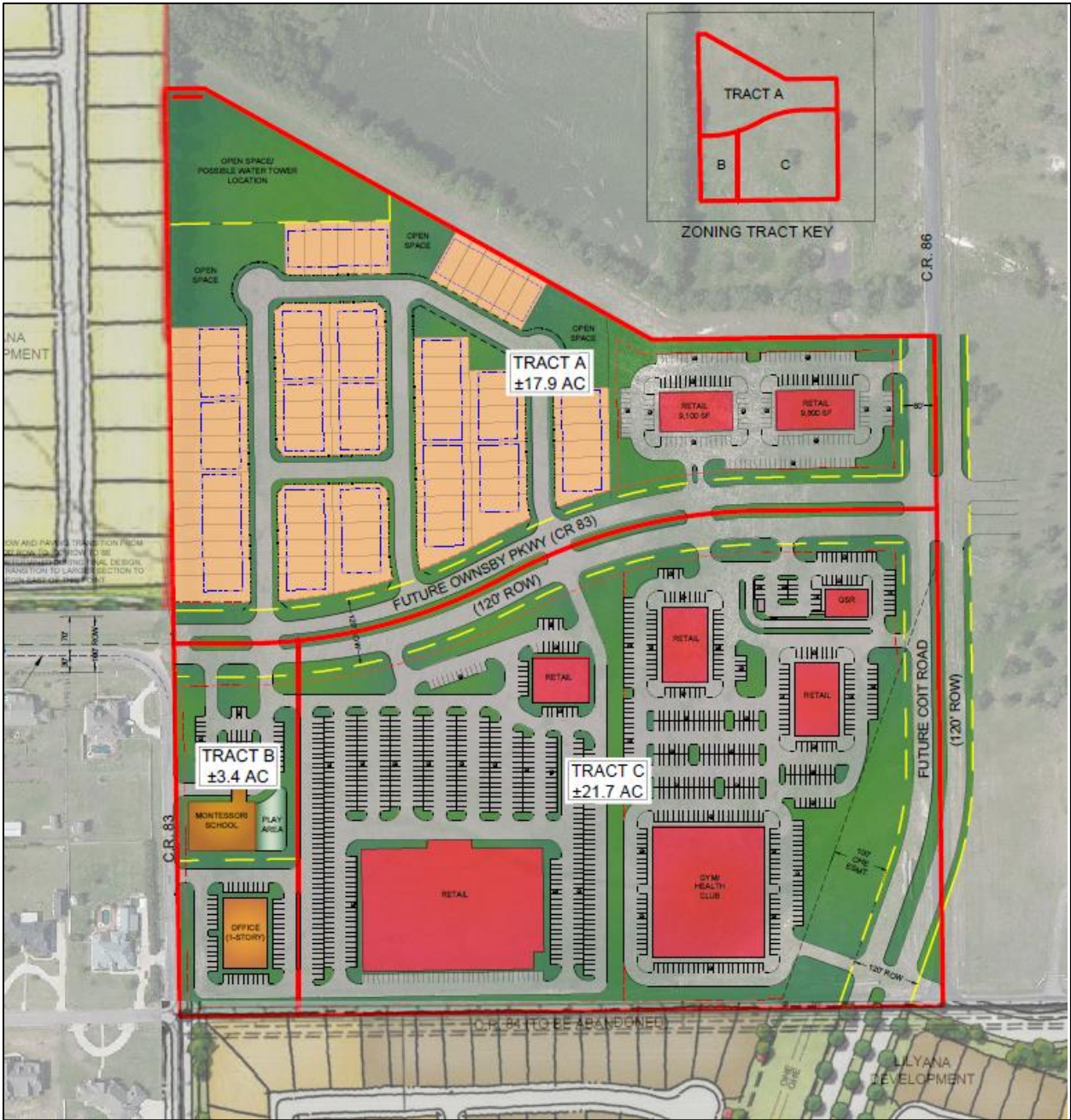


Attachment: Ordinance - Wood Tract PD (1737 : Wood Tract Rezoning Ordinance)

Exhibit "C"

Ken Wood Tract

Concept Plan



Attachment: Ordinance - Wood Tract PD (1737 : Wood Tract Rezoning Ordinance)

**Exhibit “D”
Ken Wood Tract
Development Regulations**

1.0 GENERAL CONDITIONS FOR PD

1.1 Conformance to All Applicable Articles of the Celina Zoning Ordinance: Except as amended herein, this PD shall conform to any and all applicable articles and sections of the Zoning Ordinance as it exists or may be amended.

1.2 Concept Plan: The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. Because of anticipated development dynamics, it is anticipated that the overall Concept Plan will change from time to time.

An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 14.02.152, except the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development to adjacent property, the uses permitted, increase the density, building height, coverage of site, off-street parking ratio, or area regulations as indicated on the approved concept plan.

1.3 Landscape Requirements: Landscaping shall conform to the provisions set forth in the Zoning Ordinance, as they exist or as amended. In areas where trees are required, grouping or equidistant spacing will be allowed.

1.4 Screening Standards: All development within this PD District shall comply with the following minimum screening standards:

- Fifteen (15) foot wide landscape buffer for all lots and all use types backing or siding to thoroughfares, collectors and arterials;
- Residential lots adjacent to thoroughfares, collectors or arterials: Six (6) foot solid masonry wall within a fifteen (15) foot wide landscape buffer or four (4) foot berm with a four (4) foot decorative metal fence with sufficient shrubs and trees to create a solid screen within a twenty (20) foot wide landscape buffer;
- Residential lots adjacent to open space or park land: Four (4) foot decorative metal fence;
- Residential lots adjacent to pocket parks (two (2) acre or less): Six (6) foot board-on-board wood fence or four (4) foot decorative metal fence;
- Residential lots adjacent to commercial: Six (6) foot solid masonry wall;
- Commercial lots adjacent to Residential lots: Six (6) foot solid masonry wall and fifteen (15) foot landscape buffer;

- The six (6) foot solid masonry screen wall shall be constructed by the first to develop - whether it be residential adjacent to future commercial or commercial property adjacent to future residential; and
- Thin wall type wall shall be allowed and considered masonry in addition to the masonry definition provided in the Zoning Ordinance.

- 1.5 Homeowners Association: A Homeowner Association (HOA) will be established if the townhome area is developed. For all other development areas, including multi-family and commercial lots, a property owners' association or associations will be established.
- 1.6 Open Space: A minimum of ten percent (10%) of each lot's area, excluding rights-of-way for collector and larger size streets, shall be devoted to open space for the retail, commercial and mini-warehouse/self-storage uses. For all other uses, a minimum of fifteen percent (15%) of each lot's area, excluding rights-of-way for collector and larger size streets, shall be devoted to open space. The open space requirements shall be met for each tract individually as defined on Exhibit C. Open space includes areas used for facilities such as amenity centers, public or private parks, electric easements, water features and other similar uses associated with such uses. Detention/Retention areas must be amenitized on three sides with improvements such as sidewalks, benches, pavilions, etc. and must be of a natural, organic shape. Open space includes any parcel of land or water (no minimum dimension) exclusive of public right-of-way, associated with all non-residential and residential developments that is generally provided to improve the microclimate and/or aesthetics of the site and that is not covered by buildings, structures, parking or loading areas, driveways or any principal or accessory use. These open spaces shall be landscaped per the Zoning Ordinance, as it exists or may be amended. Detention/retention areas shall utilize trees appropriate for location close to water sources and listed on the City's Approved Plant List at a rate of five (5) three-inch caliper trees (measured dbh) for every acre of detention. These trees may be clustered for decorative effect or to shade benches or other amenities in the open space. Shrubs, native grasses and other landscaping features shall also be provided.

Open Space Requirements	
Residential Areas	15% Minimum
Retail/Commercial Areas	10% Minimum

- 1.7 Street Parking and Loading Requirements: Off-Street Parking and Loading Requirements shall conform to the provisions of Article 14.05, Division 2 of the Zoning Ordinance, as they exist or as amended.
- 1.8 Exterior Construction and Design Requirements: The requirements for exterior construction and masonry standards shall conform to the provisions set forth in the Zoning Ordinance as it exists or may be amended.

- 1.9 Zoning Per Tract: Each of the tracts defined in this PD may be individually amended without impacting the other tract. If the zoning for one of the tracts (or any portion thereof) within this PD is changed in whole or in part, the remaining tracts retain the zoning described in this PD.
- 1.10 Land Use Mix Limits: There shall be no limits to the land use mix proposed. All uses proposed within each tract shall be allowed anywhere within the tract.

2.0 TRACT A STANDARDS

- 2.1 General Description: This PD shall allow uses which conform to the Use Regulations specified in the Zoning Ordinance as it exists or may be amended. The base zoning for this tract shall be the MU-2, Mixed Use Regional, district as described in the Zoning Ordinance as it exists or may be amended except as otherwise herein modified.
- 2.2 Additional Permitted Uses: In addition to the MU-2 uses defined in the Zoning Ordinance as it exists or may be amended, the following uses shall be allowed without requiring a Conditional Use Permit:
- a. City facilities including, but not limited to, a water tower, fire station, enclosed equipment storage and maintenance facilities.
 - b. Dwelling, single-family detached – zero lot line
 - c. Community Facility Uses and/or Amenity Centers
 - d. Landscaped Entry Features
 - e. Public and private parks
 - f. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - g. Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building materials storage will be allowed adjacent to temporary trailers or in an area designated for storage.

MIXED USE: COMMERCIAL

- 2.3 MU-2-Commercial: The following requirements shall pertain to all non-residential uses. Deviations from these requirements may occur if approved pursuant to a zoning amendment utilizing procedures set forth in the Zoning Ordinance.
- 2.4 Building Area Requirements:

a. Height Regulations:

i. Main Building(s) including parking garages:

Buildings directly adjacent to or across a right-of-way from single family lots (including those in the Wells North development and those in the Preston Hills development) are limited to two (2) stories or a maximum height of forty-five (45) feet unless one (1) additional foot of setback is added per each additional foot of height above that maximum.

Buildings not adjacent to or across a right-of-way from single family lots are limited to four (4) stories or a maximum height of sixty-five (65) feet.

Antennae and other architectural projections not used for occupancy may extend above these height limits. A city facility such as a water tower may also extend above these height limits.

ii. Accessory building(s) other than parking garages: These buildings shall not exceed a maximum of one (1) story or sixteen (16) feet in height.

b. Density: The permitted floor to area ratio (FAR) of all integrated and stand-alone non-residential uses within the PD shall be a maximum of 0.65.

c. Building Size: There shall be no limitation for non-residential uses and/or buildings, except for a standalone single retail user. The maximum permitted building footprint for a standalone single retail user shall be 200,000 square feet, provided that all other sections of the PD are fulfilled.

d. Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.

Exterior Side Yard: The side yard shall have a depth of not less than fifteen (15) feet. A twenty-five (25) foot side yard is required when the property is located adjacent to property that is being used for single family residential uses.

e. Interior Side Yard: No interior side yard is required. All buildings must meet current fire code separation standards.

f. Exterior Rear Yard: The rear yard shall have a depth of not less than

ten (10) feet. A twenty-five (25) foot rear yard is required when the property is located adjacent to or across a right-of-way from property that is being used for single family residential uses.

- g. Adjacent to a Single-Family District: Any non-single family use that is over one (1) story in height and that is located adjacent to or across any right-of-way from any single-family zoning district shall be set back from the applicable property line a distance equal to the height of the building, but not less than forty-five (45) feet. A solid masonry screening wall, six (6) feet in height, shall be required adjacent to or across any right-of-way from any single family district.
- h. Interior Rear Yard: No interior rear yard is required. All buildings must meet current fire code separation standards.
- i. Minimum Lot Area: 10,000 square feet.
- j. Minimum Lot Width: The minimum lot width shall be 100 feet.
- k. Minimum Lot Depth: None.
- l. Building Coverage: In no case shall more than sixty percent (60%) of the total lot area be covered by the combined area of the main buildings and accessory buildings. Parking structures and surface parking facilities shall be excluded from the coverage computation.
- m. Building Materials: Exterior building materials must conform to those listed for commercial buildings in the Zoning Ordinance, as it exists or may be amended.

MIXED USE: RESIDENTIAL- TOWNHOMES

- 2.5 Townhome Residential (TH): Townhomes (TH) are attached, single family residential units. These units may be located anywhere in Tract A with a maximum density of ten (10) dwelling units per gross acre (du/ga).

If townhome units are developed within the PD, they shall be developed in accordance with the following criteria:

- 2.6 Building Area Requirements:
- a. Minimum Lot Size: 3,000 square feet.
 - b. Maximum Height: The primary structure shall not exceed two stories or a maximum of 45 feet in height as measured to the peak.
 - c. Minimum Lot Width: 30 feet at the front yard setback line.

- d. Minimum Front Yard: 15 feet. Integral architectural elements of the main structure may extend up to five feet into the front yard. A garage door must be set back a minimum of 20 feet from the property line. A corner lot shall have two front yards.
- e. Minimum Side Yard: 5 feet.
- f. Interior Side Yard: There will be no requirement for separation between units. All buildings shall have a minimum side yard of five feet. No portion of a building may cross a property line.
- g. Minimum Rear Yard: 15 feet. A garage door must be set back a minimum of 20 feet if alley access is provided.
- h. Maximum Lot Coverage: 85 percent.
- i. Minimum Size Dwelling: 1,200 square feet.
- j. Exterior Materials: Exterior materials shall conform to those listed for townhomes in the Zoning Ordinance, as it exists or may be amended.

- 2.7 Architectural Variation: A townhouse building may not repeat the same unit front façade elevation on the same building more frequently than every fourth (4th) unit. For example, if A, B, and C are different elevations and there are six (6) units in a building, then ABCABC is an acceptable elevation mix, and ABABAC is not an acceptable elevation mix.

MIXED USE: RESIDENTIAL- SINGLE FAMILY, DETACHED – ZERO LOT LINE

- 2.8 Single Family, Zero Lot Line (SF-Zero): Single Family, Zero Lot Line are detached, single family residential units that appear to have a single side yard. These units may be located anywhere in Tract A.

If SF-Zero units are developed within the PD, they shall be developed in accordance with the following criteria:

- 2.9 Building Area Requirements:
- a. Minimum Lot Size: 4,500 square feet.
 - b. Maximum Height: The primary structure shall not exceed two stories or a maximum of 45 feet in height as measured to the peak.

- c. Minimum Lot Width: 40 feet for lots served by an alley
lots served by a front entry shall have a 50 foot minimum lot width.
- d. Minimum Lot Depth: 100 feet.
- e. Minimum Front Yard: 25 feet. May stagger to 20 feet but no more than three (3) adjacent lots shall have the same front yard setback.
- f. Minimum Side Yard: In no case shall there be less than a minimum of 10 feet of separation between adjacent single family detached structures and may be encompassed by one of the following: 3 feet/7 feet, 8 feet/2 feet or 5 feet/5 feet; 15 feet from a street right-of-way for a corner lot.
- g. Key Lots: Key lots shall have two (2) front yards.
- h. Minimum Rear Yard: 20 feet for the main building.
- i. Maximum Lot Coverage: 70% of the total lot area by buildings and accessory buildings.
- j. Exterior Materials: Exterior materials shall conform to those listed for single family homes in the Zoning Ordinance, as it exists or may be amended.

3.0 Special Requirements:

- a. Minimum Garage Setback: Must be in line with or set back from the front building facade for front entry garages.
- b. Minimum Roof Pitch: 8:12
- c. Alley Requirements: Alleys must have a ten (10) foot paving section within a fifteen (15) foot right-of-way.

4.0 **TRACT B STANDARDS**

- 4.1 General Description: Tract B shall be limited to the following uses and shall be allowed within this Tract without requiring a Conditional Use Permit:

- a. Landscaped Entry Features
- b. Montessori School (or other pre-school or day care facility)
- c. Offices (Health Services and Medical)
- d. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian

paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries

- 4.2 The buildings within Tract B shall be limited to one (1) story in height. The requirements for Tract B shall follow the guidelines set forth above in Section 2.4 for Mixed Use Commercial, except as specified in Tract B standards herein.
- 4.3 Parking for the buildings in Tract B shall be primarily to the rear of the structures. Drop off lanes and handicapped parking may be placed at the front or sides of the buildings.
- 4.4 The landscape buffer along CR 83 shall be a minimum of eighteen (18) feet in width and include a four (4) foot tall earthen berm.

5.0 TRACT C STANDARDS

- 5.1 General Description: This PD shall allow uses which conform to the Use Regulations specified in the Zoning Ordinance as it exists or may be amended. The base zoning shall be the MU-2, Regional Mixed Use, district as described in the Zoning Ordinance as it exists or may be amended except as otherwise herein modified.
- 5.2 MU-2-Commercial: The requirements for Tract C shall follow the guidelines set forth above in Section 2.4 for Mixed Use Commercial and the guidelines outlined in this PD.
- 5.3 Additional Permitted Uses: In addition to the MU-2 uses defined in the Zoning Ordinance, as it exists or may be amended, the following uses shall be allowed within this Tract without requiring a Conditional Use Permit:
 - a. Landscaped Entry Features
 - b. Medical Facility
 - c. Montessori School (or other pre-school or day care facility)
 - d. Offices (including Health Services and Medical)
 - e. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - f. Rehabilitation Care Facility
 - g. Rehabilitation Care Institutions
 - h. Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building materials storage will be allowed adjacent to temporary trailers or in an area designated for storage.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Old Celina Annexations

Action Requested:

The Celina City Council will consider action on adopting an ordinance of the proposed voluntary annexation of approximately 237.542 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 tracts 91-94, Tracts 95, 38 96, tracts 1, 2 and 74; the Samuel Queen Survey, Abstract No. 731, Tract 7; the J.K. Rice Survey, Abstract No 767, Tract 2; the H.C. Routh Survey, Abstract No. 765, Tract 11; and the B.B.B. and C. RR. Co Survey Abstract No. 132, Tract 20, Collin County, Texas. The properties are generally located east and west of Preston Road (SH 289), east of the Burlington Northern Santa Fe Railroad, south of FM 455, and North of CR 53. (Old Celina Annexations) (Liebman)

Background Information:

The properties are described as follows:

1. Approximately 186.653 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tracts 1 and 74; the Samuel Queen Survey, Abstract No. 731, Tract 7; the J.K. Rice Survey, Abstract No 767, Tract 2; and the H.C. Routh Survey, Abstract No. 765, Tract 11, Collin County, Texas. The property is generally located east of Preston Road (SH 289), and south of FM 455.
2. Approximately 37.85 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 tracts 91-94, Collin County. The properties are generally located west of Preston Road (SH 289) and east of the Burlington Northern Santa Fe Railroad.
3. Approximately 8.784 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tracts 95, 38 and 96. The properties are generally located west of Preston Road (SH 289) and east of the Burlington Northern Santa Fe Railroad.
4. Approximately 3.305 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 Sheet 2, Tract 2, Collin County Texas and a 0.95 acre tract of land situated in the B.B.B. and C. RR. Co Survey Abstract No. 132, Tract 20, Collin County, Texas. The properties are generally located west of Preston Road (SH 289) and east of the Burlington Northern Santa Fe Railroad.

Annexation Calendar:

October 7, 2016 ————— Notice Mailed to property owners
 October 11, 2016 ————— City Council option to accept voluntary petition to annex
 October 21, 2016 ————— Notice of public hearing to be published in The Celina Record
 October 21, 2016 ————— Notice of public hearing to be published on City website

~~November 8, 2016~~ ~~City Council to hold two public hearings~~
December 13, 2016 City Council to consider annexation ordinance

Alternatives:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Ordinance

Staff Recommendation:

Staff recommends approval

CITY OF CELINA, TEXAS

ORDINANCE NO. 2016-
OLD CELINA LTD ANNEXATON

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 236.59 ACRES OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY #14, ABSTRACT NO. 167 TRACTS 91-94, TRACTS 95, 38 96, TRACTS 1, 2 AND 74; THE SAMUEL QUEEN SURVEY, ABSTRACT NO. 731, TRACT 7; THE J.K. RICE SURVEY, ABSTRACT NO 767, TRACT 2; THE H.C. ROUTH SURVEY, ABSTRACT NO. 765, TRACT 11; AND THE B.B.B. AND C. RR. CO SURVEY ABSTRACT NO. 132, TRACT 20, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACTS ARE GENERALLY LOCATED EAST AND WEST OF PRESTON ROAD (SH 289), EAST OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, SOUTH OF FM 455, AND NORTH OF CR 53.; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR 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 A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; 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; and

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 8th day of November, 2016 and the second hearing being held on the 8th day of November, 2016 in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein; 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 public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 21th day of October, 2016, 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; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

Attachment: OCL Ordinance (1855 : Old Celina Ltd. Annexation)

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, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit "C" and incorporated herein for all purposes.

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 being more particularly described in Exhibit "A", which is incorporated herein as if written word for word, 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 **SERVICE PLAN**

The municipal service plan for the herein annexed territory, attached hereto as Exhibit "C", was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Denton County, Texas, 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 territory referenced in Exhibit "A", attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

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

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 8
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 ____ day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Exhibit "A"**Legal Description**
(186.653 Acres)

BEING a tract of land situated in the H. C. Routh Survey, Abstract No. 765, J. K. Rice Survey, Abstract No. 767, Samuel Queen Survey, Abstract No. 731 and the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, and also being part of a 66.12 acre tract (Tract 1), part of a 50 acres tract (Tract 2), all of a 74 acre tract (Tract 4), and all of a 0.193 acre tract (Tract 5) as conveyed to the O & M Church Family Limited Partnership and recorded in Volume 5244, Page 3049 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike found for corner at the southwest corner of said 74 acre tract (Tract 4), said railroad spike also being at the southeast corner of a 70.802 acre tract as conveyed to Old Celina, LTD. and recorded in Volume 5574, Page 1151, D.R.C.C.T, said railroad spike also being in County Road No. 91;

THENCE North 00 degrees 31 minutes 12 seconds East following the east line of said 70.802 acre tract a distance of 860.88 feet to a wood fence post for corner;

THENCE North 11 degrees 25 minutes 11 seconds East following the east line of said 70.802 acre tract a distance of 11.80 feet to a wood fence post found for corner;

THENCE North 00 degrees 51 minutes 56 seconds East following east line of said 70.802 acre tract a distance of 557.47 feet to a 1/2 inch iron rod found for corner at the northeast corner of said 70.802 acre tract, said corner also being the southeast corner of a 55.718 acre tract as conveyed to Rex Glendenning and recorded in Volume 4551, Page 1839, D.R.C.C.T.;

THENCE North 00 degrees 30 minutes 11 seconds East following the east line of said 5.718 acre tract a distance of 1205.28 feet to a 5/8 inch iron rod found for corner at the northeast corner of said 55.718 acre tract, said Iron rod also being in the south line of said 66.12 acre tract (Tract 1);

THENCE North 89 degrees 32 minutes 10 seconds West following the north line of said 55.718 acre tract a distance of 1312.90 feet to a 5/8 inch iron rod found for corner at the southwest corner of said 66.12 acre tract (Tract 1), said iron rod being the southeast corner of a 8.755 acre tract as conveyed to W.C. Miller & Will C. Miller III, and recorded in Volume 814, page 808, D.R.C.C.T.;

THENCE North 00 degrees 04 minutes 15 seconds East following the east line of said 8.755 acre tract a distance of 508.56 feet to a 1/2 inch iron rod found for corner;

THENCE North 5 degrees 50 minutes 15 seconds East following the east line of said 8.755 acre tract a distance of 38.47 feet to a 1/2 inch iron rod found for corner;

THENCE North 1 degree 53 minutes 16 seconds West following the east line of said 8.755 acre tract a distance of 373.34 feet to a 1/2 inch iron rod found for corner;

THENCE North 55 degrees 47 minutes 12 seconds East following the east line of said 8.755 acre tract a distance of 231.06 feet to a 1/2 inch iron rod set for corner the south Right Of Way line of F.M. No. 455 (90' ROW), said iron rod also being in a curve to the right with a chord bearing of North 87 degrees 11 minutes 02 seconds East a chord distance of 157.62 feet;

THENCE along said curve to the right following the south ROW line of said F.M. No. 455 through a central angle of 6 degrees 30 minutes 46 seconds a radius distance of 1387.42 and an arc distance of 157.71 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 33 minutes 34 seconds East following the south ROW line of said F.M. No. 455 a distance of 1964.84 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the right with a chord bearing of South 44 degrees 34 minutes 04 seconds East a chord 386.46 distance of feet;

THENCE along said curve to the right following the south ROW line of said F.M. No. 455 through a central angle of 89 degrees 59 minutes 00 seconds a radius distance of 273.31 feet and an arc distance of 429.23 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 25 minutes 26 seconds West following the south ROW line of add F.M. No. 455 a distance of 444.32 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left with a chord bearing of South 44 degrees 29 minutes 34 seconds East a chord distance of 513.05 feet;

THENCE along said curve to the left following the south ROW line of said F.M. No. 455 through a central angle of 89 degrees 50 minutes 00 seconds a radius distance of 363.31 feet and an arc distance of 569.63 feet to a 1/2 Inch iron rod set for corner;

THENCE South 89 degrees 24 minutes 34 seconds East following south ROW line of East No. following south ROW line of F.M. No. 455 a distance of 436.80 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 23 minutes 49 seconds West a distance 1311.93 feet to a 1/2 inch iron and set for corner;

THENCE South 01 degrees 01 minutes 35 seconds West a distance of 1295.11 feet to a railroad spike set for corner in County Road No. 91;

THENCE North 89 degrees 45 minutes 26 seconds West following CR. No. 91 a distance of 2053.69 feet to the POINT Or BEGINNING and containing 8,130,588 square feet or 186.653 acres of land, more or less.

Legal Description – Tracts 18, 19, 20 & 27
(37.85 Acres)

Legal Description – Tract 18 (13.50 Acres)

BEING a 13.50 acre tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NO. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Dan P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the Northeast corner of said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded in Volume 5836, Page 545 of the Deed Records of Collin County, Texas, said iron rod also being in the South line of a tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said 38 acre tract, and said Chen tract as recorded in Volume 5836, Page 545, a distance of 473.70 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, through the interior of said called 38 acre tract, a distance of 1244.34 feet to a point for corner, said point being in the East line of said called 38 acre tract, same being in the West line of a tract of land conveyed to Ayala Metro Park Properties, Ltd., as recorded in Volume 5431, Page 6738, of the Deed Records of Collin County, Texas;

THENCE North 00 degrees 19 minutes 12 seconds West, along the common line of said called 38 acre tract, and said Ayala Metro Park Properties, a distance of 473.64 feet to a 1/2 inch iron rod found for corner, said point being the Northwest corner of said called 38 acre tract, same being the Northeast corner of said Ayala Metro Park Properties, Ltd. tract, and being in the South line of said Old Celina, Ltd. tract;

THENCE South 90 degrees 00 minutes 00 seconds East, along the common line of said 38 acre tract, and said Old Celina, Ltd. tract, a distance of 1238.92 feet to the POINT OF BEGINNING and containing 588,075 square feet or 13.50 acres of computed land, more or less.

Legal Description – Tract 19 (5.50 Acres)

BEING a 5.50 acre tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NO. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Dan P. Stone by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the Northeast corner of the said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded in Volume 5836, Page 545, of the Deed Records of Collin County, Texas, said iron rod also being in the South line of a tract of land conveyed to Old Celina, Ltd., by deed recorded In Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said called 38 acre tract, and said Chen tract as recorded in Volume 5836, Page 545, a distance of 473.70 feet to the POINT OF BEGINNING;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said called 38 acre tract, and said Chen tract as recorded in Volume 5836, Page 545, passing a 3/8 inch iron rod found for the Southwest corner of said Chen tract, same being the Northwest corner of a tract of land conveyed to Candice Chen, by deed recorded in Volume 5836, Page 552, of the Deed Records of Collin County, Texas, and continuing along the common line of said called 38 acre tract and said Chen tract as recorded in Volume 5836, Page 552, passing a 3/8 Inch iron rod found for the Southwest corner of said Chen tract as recorded in Volume 5836, Page 552, same being the Northwest corner of a tract of land conveyed to Candice Chen, by deed recorded In Volume 5836, Page 560, of the Deed Records of Collin County, Texas, and continuing a total distance of 846.30 feet to a 1/2 inch iron rod found for corner, said point being the Southeast corner of said Stone tract, same being the Southwest corner of said Chen tract recorded in Volume 5836, Page 560, said point being in the centerline of County Road No. 53, said point also being in the North line of a called 40 acre tract of land described by the deed recorded in Volume 682, Page 259, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 43 minutes 40 seconds West, along the common line of said called 38 acre tract, and said called 40 acre tract, and the center line of County Road No. 53, a distance of 287.84 feet to a point for corner;

THENCE North 00 degrees 19 minutes 12 seconds West, through the interior of said called 38 acre tract, a distance of 847.56 feet to a point for corner;

THENCE South 90 degrees 00 minutes 00 seconds East, through the interior of said called 38 acre tract, a distance of 278.16 feet to the POINT OF BEGINNING and containing 239,668 square feet or 5.50 acres of computed land, more or less.

Legal Description - Tract 20 (9.426 Acres)

Being a 9.426 acre tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NO. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Dan P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 Inch iron rod found for the northeast corner of the said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded In Volume 5836, Page 545, of the Deed Records of Collin County, Texas, said iron rod also being in the south line of a tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said Stone tract, and said Chen tract as recorded In Volume 5836, Page 545, a distance of 473.70 feet to a point for corner,

THENCE North 90 degrees 00 minutes 00 seconds West, 278.16 feet to the POINT OF BEGINNING;

THENCE South 00 degrees 19 minutes 12 seconds East, through the interior of said called 38 acre tract, a distance of 847.56 feet to a point for corner, said point being In the South line of said called 38 acre tract, same being in the center line of County Road No. 53, said point also being in the North line of a called 40 acre tract of land described by the deed recorded in Volume 682, Page 259, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 43 minutes 40 seconds West, along the common line of said 38 acre tract, and said called 40 acre tract, and the center line of County Road No. 53, a distance of 483.73 feet to a point for corner;

THENCE North 00 degrees 19 minutes 12 seconds West, along the West line of said called 38 acre tract, a distance of 849.86 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, through the interior of said called 38 acre tract, a distance of 483.74 feet to the POINT OF BEGINNING and containing 410,545 square feet or 9.426 acres of computed land, more or less.

Legal Description – Tract 27 (9.425 Acres)

BEING a 9.426 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Don P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the northeast corner of the said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded In Volume 5836, Page 545, of the Deed Records of Collin County, Texas, said iron rod also being in the south line of a tract of land conveyed to Old Celina, Ltd. by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said Stone tract, and said Chen tract as recorded in Volume 5836, Page 545, a distance of 473.70 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, through the interior of said called 38 acre tract, a distance of 761.90 feet to a point for corner, said point being the POINT OF BEGINNING;

THENCE South 00 degrees 19 minutes 12 seconds East, through the interior of said called 38 acre tract, a distance of 849.86 feet to a point for corner, said point being in the South line of said called 38 acre tract, same being in the center line of County Road No. 53, same being in the north line of a called 40 acre tract of land described by the deed recorded in Volume 682, Page 259, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 43 minutes 40 seconds West, along the common line of said 38 acre tract, and said called 40 acre tract, and the center line of County Road No. 53, a distance of 482.43 feet to a 1/2 inch iron rod found for corner, said point being in the Southwest corner of said called 38 acre tract;

THENCE North 00 degrees 19 minutes 12 seconds West, along the West line of said called 38 acre tract, passing the Southeast corner of a tract of land conveyed to Ayala Metro Park Properties, Ltd., as recorded in Volume 5431, Page 6738 of the Deed Records of Collin County Texas, at a distance of 22.29 feet, and continuing along the common line of said called 38 acre tract, and said Ayala Metro Park Properties, Ltd tract, a total distance of 852.15 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, through the interior of said called 38 acre tract, a distance of 482.44 feet to the POINT OF BEGINNING and containing 410,551 square feet or 9.425 acres of computed land, more or less.

Legal Description – Tracts 21, 22, & 23
(8.784 Acres)

Legal Description – Tract 21 (0.784 Acres)

All that certain tract or parcel of land situated in Lot 8 of Subdivision 14 of the Collin County School Lands, Abstract Number 167, County of Collin, State of Texas, according to plat of the same recorded in volume 03 page 118 of the deed records of Collin County, Texas, said tract being part of the monumented tract on the ground of a called 8.772 acre tract as described to deed to Ryno Materials, Inc., filed 21 April 2006, and recorded in county clerks number 06-000536590 of the deed records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a found 3/8 inch rebar, said rebar being the northeast corner of said Ryno tract, same being the northwest corner of a called 7.646 acre tract as described in deed to Ayala Metro Park Properties, filed 04 June 2003, and recorded in volume 5431 page 6738 of said deed records, said rebar also being on the south line of a called 66.02 acre tract as described in deed to Old Celina, Ltd, filed 31 July 2005, and recorded in volume 5471 page 1109 of said deed records;

Thence: South 00 degrees 07 minutes 36 seconds West, with the monumented east line of said Ryno tract, a distance of 201.95 feet to a set 1/2 inch steel square tubing, for the southeast corner of this tract;

Thence: North 89 degrees 05 minutes 00 seconds West, a distance of 191.73 feet to a set 1/2 inch steel square tubing for the southwest corner of this tract, said tubing being on the west line of said Ryno tract, same being the east line of the Burlington Northern Railroad;

Thence: North 12 degrees 48 minutes 09 seconds East, with the east line of said railroad a distance of 206.40 feet to a set 1/2 inch steel square tubing for the northwest corner of said Ryno tract, same being the southwest corner of said Old Celina tract, and said tubing being South 20 degrees 24 minutes 28 seconds West, a distance of 5.89 feet from a found 1/2 inch rebar with a plastic cap marked Wisdom 3646;

Thence: South 89 degrees 04 minutes 00 seconds East, with the north line of said Ryno tract, and with the south line of said Old Celina tract, a distance of 146.45 feet to the POINT OF BEGINNING and containing 0.784 of an acre of land.

Legal Description - Tract 22 (5.500 Acres)

All that certain tract or parcel of land situated in Lot 8 of Subdivision 14 of the Collin County School Lands, Abstract Number 167, County of Collin State of Texas, according to plat of the same recorded in volume 03 page 118 of the deed records of Collin County, Texas, said tract being part of the monumented tract on the ground of a called 8.772 acre tract as described in deed to Ryno Materials, Inc., filed 21 April 2006, and recorded in county clerks number 06-000536590 of the deed records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a set 1/2 inch steel square tubing, said tubing being on the monumented east line of said Ryno tract, and said tubing being South 00 degrees 07 minutes 36 seconds West, a distance of 651.67 feet from a found 3/8 inch rebar; said rebar being the northeast corner of said Ryno tract, same being the northwest corner of a called 73.646 acre tract as described in deed to Ayala Metro Park Properties, filed 04 June 2003, and recorded in volume 5431 page 6738 of said deed records, said rebar also being on the south line of a called 66.02 acre tract as described in deed to Old Celina, Ltd, filed 31 July 2005, and recorded in volume 5471 page 1109 of said deed records;

Thence: South 00 degrees 07 minutes 36 seconds West, with the monumented east line of said Ryno tract and passing at 648.22 feet a found 1/2 inch rebar with a plastic cap marked Wisdom 3646 on the north side of Collin County Road Number 53, and continuing on said course a total distance of 674.50 feet to a point for the southeast corner of this tract;

Thence: North 89 degrees 05 minutes 00 seconds West, with the south line of said Ryno tract, and with said road a distance of 393.80 feet to a set railroad spike for the most southerly southwest corner of said Ryno tract;

Thence: North 12 degrees 48 minutes 34 seconds East, with the monumented west line of said Ryno tract, and passing at 24.11 feet a found "X" in a concrete wall on the north side of said road and continuing on said course, a total distance of 178.85 feet to a found 1/2 inch rebar with a plastic cap marked Wisdom 3646 for the monumented ell corner of said Ryno tract;

Thence: North 89 degrees 02 minutes 33 seconds West, with the monumented south line of said Ryno tract, a distance of 50.06 feet to a found 1/2 inch rebar with a plastic cap marked Wisdom 3646 for the monumented most westerly southwest corner of said Ryno tract, said rebar being the east line of the Burlington Northern Railroad;

Thence: North 12 degrees 48 minutes 09 seconds East, with the east line of said railroad a distance of 510.33 feet to a set 1/2 inch steel square tubing for the northwest corner of this tract;

Thence: South 89 degrees 05 minutes 00 seconds East, a distance of 292.60 feet to the POINT OF BEGINNING and containing 5.500 acres of land.

Legal Description – Tract 23 (2.500 Acres)

All that certain tract or parcel of land situated in Lot 8 of Subdivision 14 of the Collin County School Lands, Abstract Number 167, County of Collin State of Texas, according to plat of the same recorded In volume 03 page 118 of the deed records of Collin County, Texas, said tract being part of the monumented tract on the ground of a called 8.772 acre tract as described in deed to Ryno Materials, Inc., filed 21 April 2006, and recorded In county clerks number 06-000536590 of the deed records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a set 1/2 inch steel square tubing, said tubing being on the monumented east line of said Ryno tract, and said tubing being South 00 degrees 07 minutes 36 seconds West, a distance of 201.95 feet from a found 3/8 inch rebar, said rebar being the northeast corner of said Ryno tract, same being the northwest corner of a called 7.646 acre tract as described in deed to Ayala Metro Park Properties, filed 04 June 2003, and recorded in volume 5431 page 6738 of said deed records, said rebar also being on the south line of a called 66.02 acre tract as described in deed to Old Celina Ltd., filed 31 July 2005, and recorded in volume 5471 page 1109 of said deed records;

Thence: South 00 degrees 07 minutes 36 seconds West, with the monumented east line of said Ryno tract, a distance of 449.72 feet to a set 1/2 inch steel square tubing for the southeast corner of this tract;

Thence: North 89 degrees 05 minutes 00 seconds West, a distance of 292.60 feet to a set 1/2 inch steel square tubing for the southwest corner of this tract, said tubing being on the west line of said Ryno tract, same being the east line of the Burlington Northern Railroad;

Thence: North 12 degrees 48 minutes 09 seconds East, with the east line of said railroad, a distance of 459.53 feet to a set 1/2 inch steel square tubing for the northwest corner of this tract;

Thence: South 89 degrees 05 minutes 00 seconds East, a distance of 191.75 feet to the POINT OF BEGINNING and containing 2.500 acres of land.

Legal Description – Tract 16
(3.305 Acres)

Legal Description – Tract 16 (3.305 Acres)

All that certain tract or parcel of land situated in Lot B of Subdivision number 14 of the Collin County School Land Survey A-167, County of Collin State of Texas as shown on plat recorded in Volume 03, Page 118 of the Deed Records of Collin County, Texas, and said tract being the remaining tract of a called 118 acre tract as described in deed to L.L. Lewis filed 10 November 1916 and recorded in Volume 206, Page 196 of said Deed Records and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a found 1/2 inch rebar with a plastic cap marked Alliance, said rebar being the northeast remainder corner of said Lewis tract, same being the most easterly southeast corner of a called 49.985 acre tract as described in deed to Old Celina. Ltd. filed 11 July 2002 and recorded in Volume 5208, Page 3398 of said Deed Records and said rebar being on the west line of State Highway Number 289;

Thence South 01 degrees 27 minutes 19 seconds East, with the west line of said highway a distance of 30.62 feet to a wood right of way monument for an angle point in the west line of said highway;

Thence South 01 degrees 56 minutes 18 seconds East, with the west line of said highway, a distance of 316.17 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for an angle point in the west line of said highway;

Thence South 00 degrees 23 minutes 33 seconds East, with the west line of said highway a distance of 333.51 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for the southeast remainder corner of said Lewis tract, same being the most easterly northeast corner of a called 66.020 acre tract as described in deed to Old Celina Ltd. filed 31 July 2003, and recorded in Volume 5471, Page 1109 of said Deed Records;

Thence South 88 degrees 49 minutes 36 seconds West, with the north line of said Old Celina 66 acre tract, a distance of 209.37 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for the southwest remainder corner of said Lewis tract; same being an ell corner of said Old Celina 66 acre tract;

Thence North 01 degrees 10 minutes 27 seconds West, with the east line of said Old Celina 66 acre tract and passing the most northerly northeast corner of said Old Celina 66 acre tract, same being the most southerly southeast corner of said Old Celina 49.985 acre tract and continuing on said course with the east line of said Old Celina 49.985 acre tract a distance of 680.17 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for the northwest remainder corner of said Lewis tract, same being an ell corner of said Old Celina 49.985 acre tract

Thence North 88 degrees 48 minutes 36 seconds East, with the south line of said Old Celina 49.985 acre tract a distance of 209.56 feet to the POINT OF BEGINNING and containing 3.305 acres of land, more or less.

Legal Description – Tract 11

(.95 Acres)

Legal Description - Tract 11 (0.95 Acres)

SITUATED in the B.B.B. & C. RR. Co. Survey, Abstract No. 132, Collin County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod set for the Southeast corner of the herein described tract, said iron rod is located West 980 feet from the intersection of the middle of a county road and the West line of the S.L.S.F. & T. Railroad Right-of-Way;

THENCE West with the middle of the said county road for a distance of 208.8 feet to an iron rod set for corner;

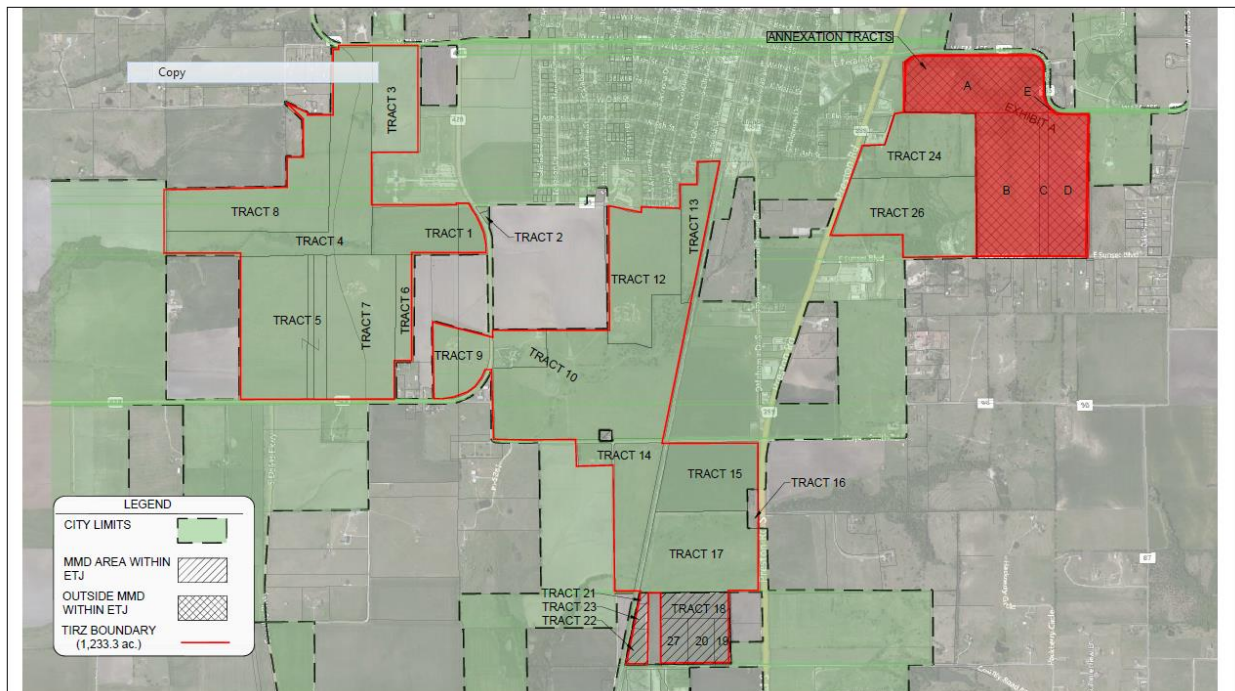
THENCE North 00 degrees 04 minutes West for a distance of 198.3 feet to a fence corner found for corner;

THENCE South 89 degrees 58 minutes East for a distance of 108.1 feet to a fence corner found for corner;

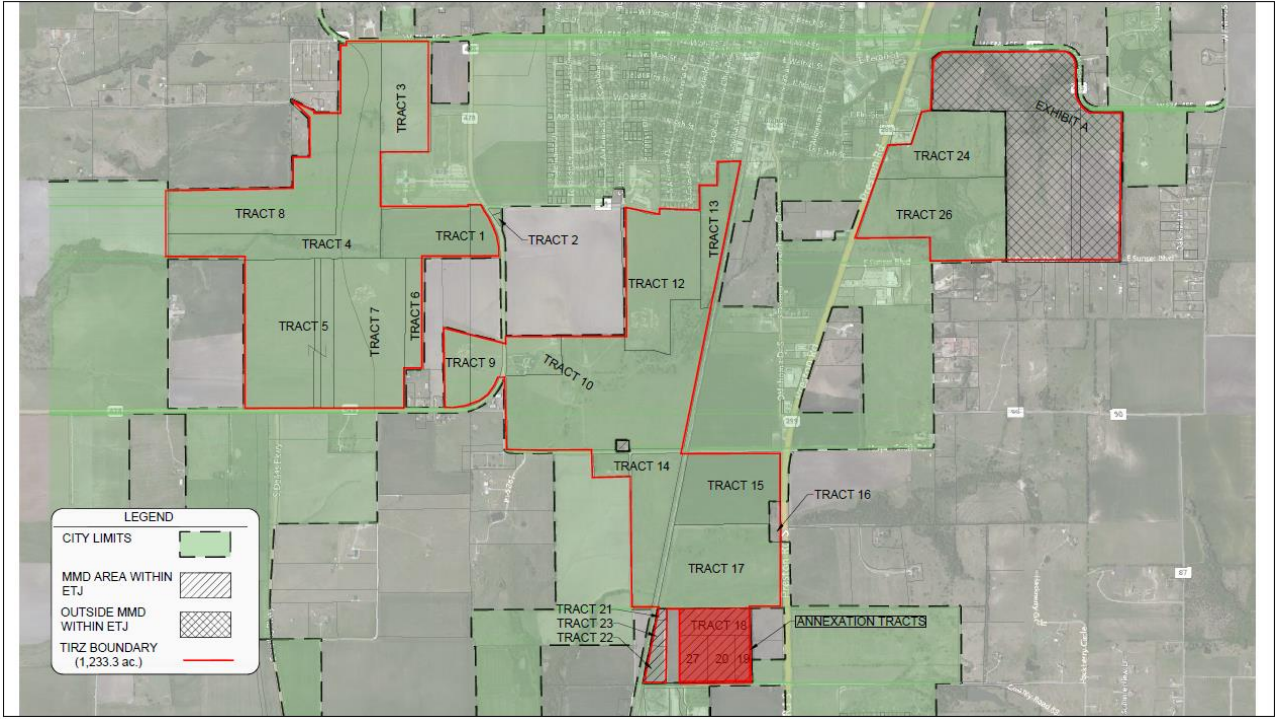
THENCE South 00 degrees 17 minutes East for a distance of 198.2 feet to the PLACE OF BEGINNING, CONTAINING 0.95 acres of land, more or less.

Exhibit “B”
Property Depictions

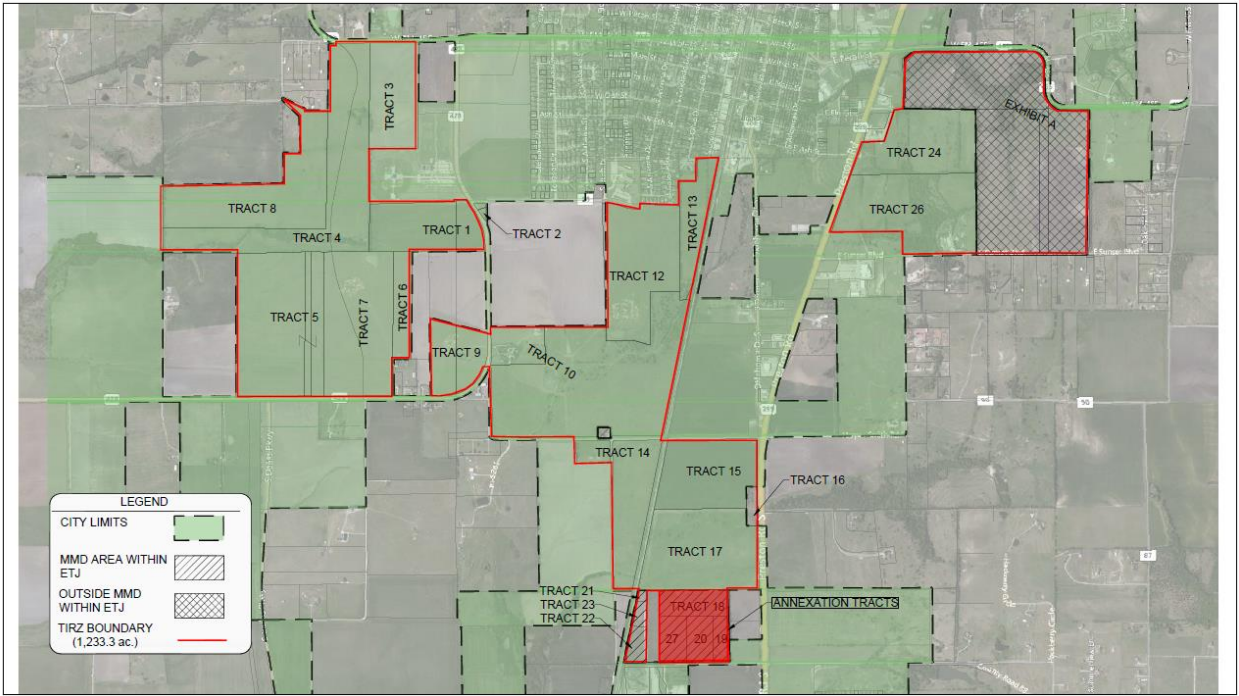
Property Exhibit
 (186.653 Acres)

**Property Exhibit - Tracts 18, 19, 20 & 27**

(37.85 Acres)

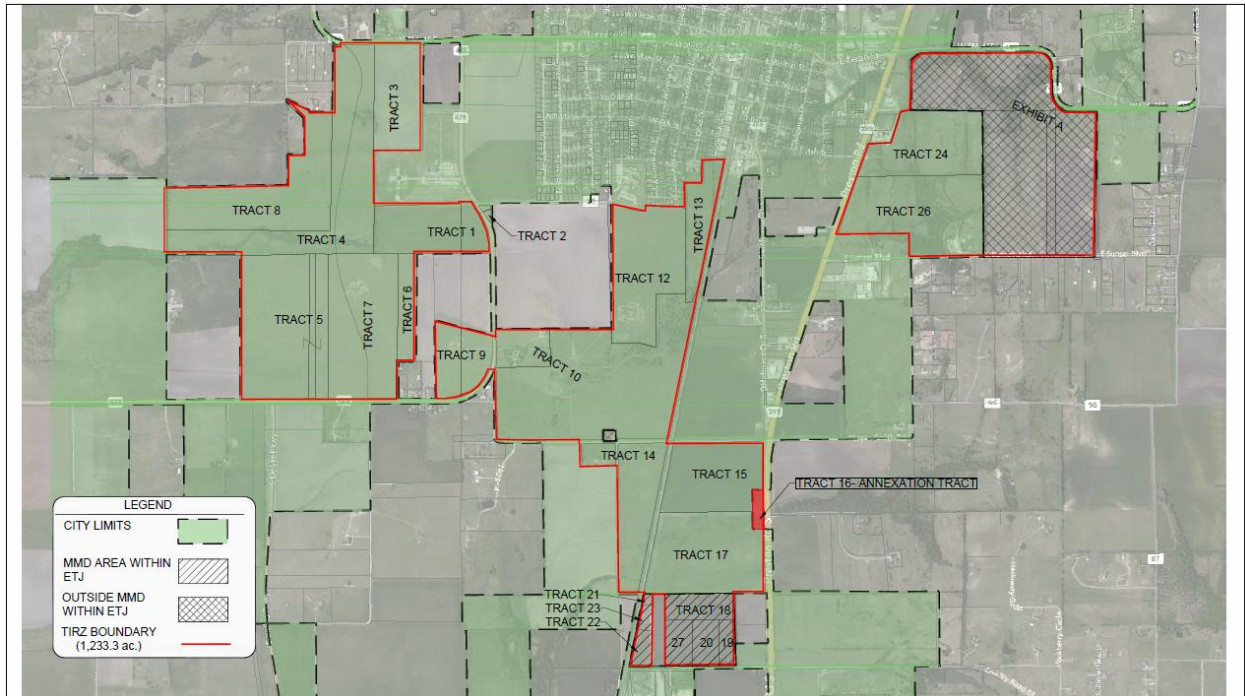


Property Exhibit - Tracts 21, 22, & 23
(8.784 Acres)

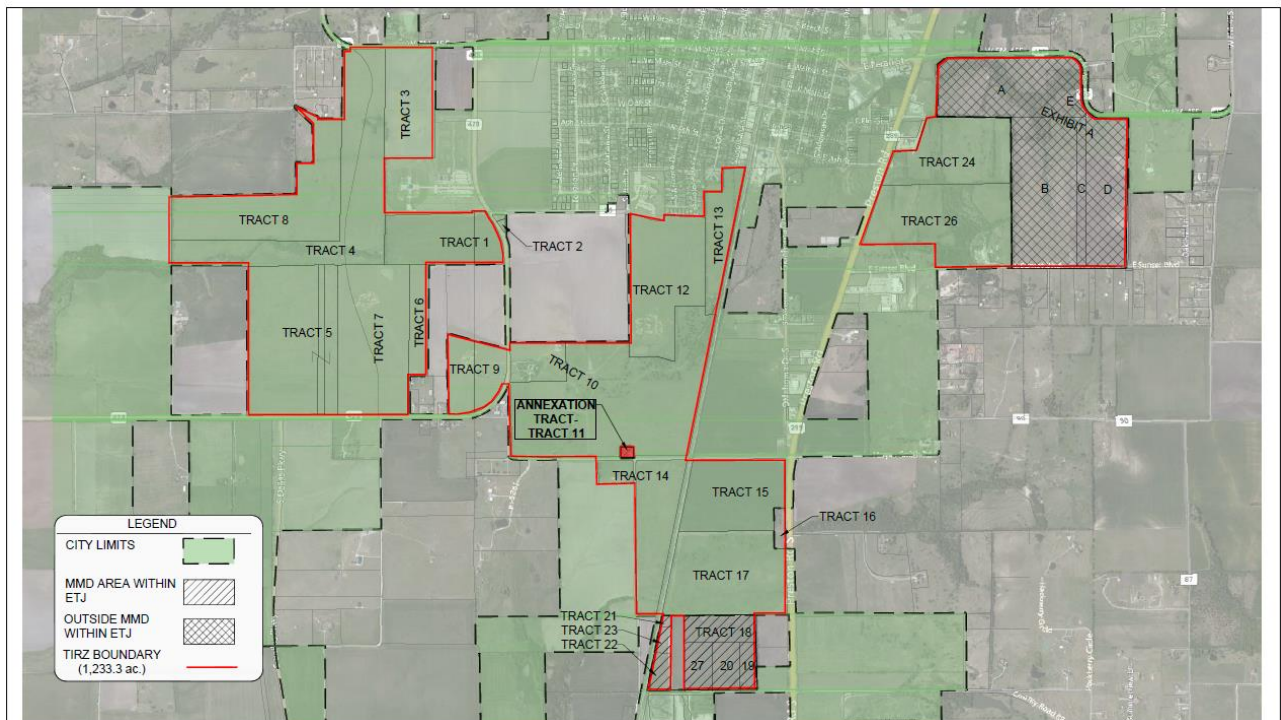


Attachment: OCL Ordinance (1855 : Old Celina Ltd. Annexation)

Property Exhibit – Tract 16
(3.305 Acres)



Property Exhibit – Tract 11
(.95 Acres)



Attachment: OCL Ordinance (1855 : Old Celina Ltd. Annexation)

**Exhibit “C”
Service Plan**

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), 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.
- 3) NOTE: This annexation was initiated by petition or request of the landowners in the annexed area. Therefore, the requirement that construction of capital improvements must be substantially completed within a specific period does not apply to a development project, proposed development project or site improvements within the annexed area if the City and landowner subsequently agree in writing, pursuant to LGC Section 43.056(e), that the development project, proposed development project or site improvements within that area, because of its size or projected manner of development by the landowner or developer, is not reasonably expected to be complete in that period. The landowners have requested a subsequent written agreement specifying longer timeframes for the construction of capital improvements than required herein or in LGC Chapter 43. Such agreement shall control the schedule of the provision of municipal services for the annexed area. To the extent there is a conflict between this service plan and said agreement, the agreement shall control.

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) Constriction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
 - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of

Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal

allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Old Celina Post Annexation Services Agreement

Action Requested:

Consider and act upon a post annexation service agreement by and between Old Celina, Ltd., a Texas limited partnership and affiliated and related entities owned, controlled or held in trust by Rex and Sherese Glendenning and more particularly described in the attached agreement as "Owners" and the City of Celina, Texas to extend the time frame in which the City is required to provide certain services to annexed tracts of land totaling approximately 236.59 acres. (Old Celina Ltd.) (Liebman)

Background Information:

In order to induce the City to grant the owner's petition for voluntary annexation, the owner represented that water and sewer services would not be needed from the City until more than two and one-half (2 ½) years after annexation.

The owner agrees and acknowledges that municipal services requiring the construction or maintenance of infrastructure do not need to be provided by the City within the time frames required by Texas Local Government Code (2 ½ years), and that the owner will not seek disannexation of the property on such basis. All other provisions of the Service Plan shall apply to the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Final review of the agreement by the City's Land Use attorney is required.

Supporting Documents:

- Draft Agreement

Staff Recommendation:

Staff recommends approval.

AFTER RECORDING RETURN TO:

City of Celina, City Secretary
 142 N. Ohio Street
 Celina, Texas 75009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF _____ §

POST-ANNEXATION SERVICES AGREEMENT

THIS POST-ANNEXATION SERVICES AGREEMENT (the "**Agreement**") is entered into to be effective as of the 13th day of December, 2016 (the "**Effective Date**") by and between Old Celina, Ltd., a Texas limited partnership and affiliated and related entities owned, controlled or held in trust by Rex and Sherese Glendenning and more particularly described herein as Owners (collectively "Owner"), and the City of Celina, Texas, a municipal corporation (the "**City**").

RECITALS:

WHEREAS, Owner voluntarily requested that the City annex approximately 236.59 acres of land as more particularly described on Exhibit A attached hereto and incorporated by reference (the "**Property**");

WHEREAS, the City granted the Owner's petition for voluntary annexation and annexed the Property on December 13, 2016 by Ordinance Numbers _____, which includes a service plan for providing municipal services to the Property ("**Service Plan**");

WHEREAS, Owner represents to City that it does not anticipate developing the Property or needing certain municipal services, including but not limited to water and sewer, until more than two and one-half (2 ½) years after the date of the Service Plan due to the size and projected manner of development by Owner; and

WHEREAS, Owner and City desire to enter into a subsequent written agreement following adoption of the Service Plan as authorized by Texas Local Government Code, Section 43.056(e).

NOW, THEREFORE, for good and valuable consideration that has been received by each party, the City and Owner agree as follows:

1. Extention of Time to Provide Certain Municipal Services. In order to induce City to grant Owner's petition for voluntary annexation, Owner represented that water and sewer services would not be needed from the City until more than two and one-half (2½) years after the date of the Service Plan since development is not reasonably expected to be commenced within that period due to the size and projected manner of development by Owner. Owner agrees and acknowledges that municipal services requiring the construction or maintenance of infrastructure do not need to be provided by the City within

the timeframes required by Texas Local Government Code, Chapter 43 and that Owner will not seek disannexation of the Property on such basis. All other provisions of the Service Plan shall apply to the Property.

2. Term and Binding Effect. The term of this Agreement shall be thirty (30) years after the Effective Date. This Agreement, and all amendments hereto, shall be recorded in the deed records of the county in which the Property is located. This Agreement, when recorded, shall be binding upon the parties, their successors and assigns and shall run with the Property.
3. 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) reflect the final intent of the parties with regard to the subject matter of this Agreement; and (d) constitute a legislative finding by the City Council. 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.
4. Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the Municipality: Attn: Rick Chaffin, City Manager
 City of Celina
 142 N. Ohio St.
 Celina, Texas 75009
 E-mail: mforeman@celina-tx.gov
 TEL: (972) 382-2682
 FAX: (972) 382-3736

With a copy to: Attn: Julie Fort
 Messer, Rockefeller Fort
 The Municipal Law Firm
 6351 Preston Road, Suite 350
 Frisco, TX 75034
 E-mail: Julie@txmunicipallaw.com
 TEL: (972) 668-6400
 FAX: (972) 668-6414

To the Owners: Attn: Rex Glendenning
President
Rex Management, LLC
12400 Preston Rd, Suite 100
Frisco TX , 75033
E-Mail: rex@rexrealestatetx.com
TEL: (972) 250-1263
FAX: 972) 335-1701

With a copy to: Attn: Neal Rackleff
Locke Lord LLP
600 Congress Avenue, Ste. 2200
Austin, TX 787014
E-mail: neal.rackleff@lockelord.com
TEL: (512) 305-4715
FAX: (512) 391-4715

5. 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.

EXECUTED by the parties as of the Effective Date first above written.

OWNERS:

Old Celina, Ltd.
a Texas limited partnership

By: Rex Management, LLC
a Texal limited liability company
its general partner

Owner signature: _____

Rex Glendenning, President

THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

On _____, 2016 before me, the undersigned personally appeared _____,
authorized representative of _____ 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.

Rex Glendenning, President of Rex Management,
LLC, the GP of Old Celina, Ltd.

Notary Public in and for the State of TEXAS

OWNERS continued:

Equity Trust Company Custodian
FBO Sherese Glendenning SEP IRA

Owner signature: _____

Sherese Glendenning, Beneficiary

THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

On _____, 2016 before me, the undersigned personally appeared _____, authorized representative of _____ 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.

Sherese Glendenning, Beneficiary

Notary Public in and for the State of TEXAS

Attachment: DRAFT- Old Celina Utility Agreement (1865 : Old Celina Utility Extension Agreement)

OWNERS continued:

Equity Trust Company Custodian
FBO Rex Glendenning SEP IRA

Owner signature: _____

Rex Glendenning, Beneficiary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

On _____, 2016 before me, the undersigned personally appeared _____, authorized representative of _____ 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.

Rex Glendenning, Beneficiary

Notary Public in and for the State of TEXAS

CITY:

CITY OF CELINA, TEXAS

By: _____
Sean Terry, MayorTHE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

On _____, 2016 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

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

Attachment: DRAFT- Old Celina Utility Agreement (1865 : Old Celina Utility Extension Agreement)

TRACT 16 (3.305 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 20060831001257540, Deed Records, Collin County, Texas and being more particularly described as follows:

All that certain tract or parcel of land situated in Lot B of Subdivision number 14 of the Collin County School Land Survey A-167, County of Collin State of Texas as shown on plat recorded in Volume 03, Page 118 of the Deed Records of Collin County, Texas, and said tract being the remaining tract of a called 118 acre tract as described in deed to L.L. Lewis filed 10 November 1916 and recorded in Volume 206, Page 196 of said Deed Records and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a found 1/2 inch rebar with a plastic cap marked Alliance, said rebar being the northeast remainder corner of said Lewis tract, same being the most easterly southeast corner of a called 49.985 acre tract as described in deed to Old Celina, Ltd. filed 11 July 2002 and recorded in Volume 5208, Page 3398 of said Deed Records and said rebar being on the west line of State Highway Number 289;

Thence South 01 degrees 27 minutes 19 seconds East, with the west line of said highway a distance of 30.62 feet to a wood right of way monument for an angle point in the west line of said highway;

Thence South 01 degrees 56 minutes 18 seconds East, with the west line of said highway, a distance of 316.17 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for an angle point in the west line of said highway;

Thence South 00 degrees 23 minutes 33 seconds East, with the west line of said highway a distance of 333.51 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for the southeast remainder corner of said Lewis tract, same being the most easterly northeast corner of a called 66.020 acre tract as described in deed to Old Celina Ltd. filed 31 July 2003, and recorded in Volume 5471, Page 1109 of said Deed Records;

Thence South 88 degrees 49 minutes 36 seconds West, with the north line of said Old Celina 66 acre tract, a distance of 209.37 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for the southwest remainder corner of said Lewis tract; same being an ell corner of said Old Celina 66 acre tract;

Thence North 01 degrees 10 minutes 27 seconds West, with the east line of said Old Celina 66 acre tract and passing the most northerly northeast corner of said Old Celina 66 acre tract, same being the most southerly southeast corner of said Old Celina 49.985 acre tract and continuing on said course with the east line of said Old Celina 49.985 acre tract a distance of 680.17 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for the northwest remainder corner of said Lewis tract, same being an ell corner of said Old Celina 49.985 acre tract

Thence North 88 degrees 48 minutes 36 seconds East, with the south line of said Old Celina 49.985 acre tract a distance of 209.56 feet to the POINT OF BEGINNING and containing 3.305 acres of land, more or less.

TRACT 18 (13.50 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2005-0130193, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING a 13.50 acre tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NO. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Dan P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the Northeast corner of said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded in Volume 5836, Page 545 of the Deed Records of Collin County, Texas, said iron rod also being in the South line of a tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said 38 acre tract, and said Chen tract as recorded in Volume 5836, Page 545, a distance of 473.70 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, through the interior of said called 38 acre tract, a distance of 1244.34 feet to a point for corner, said point being in the East line of said called 38 acre tract, same being in the West line of a tract of land conveyed to Ayala Metro Park Properties, Ltd., as recorded in Volume 5431, Page 6738, of the Deed Records of Collin County, Texas;

THENCE North 00 degrees 19 minutes 12 seconds West, along the common line of said called 38 acre tract, and said Ayala Metro Park Properties, a distance of 473.64 feet to a 1/2 inch iron rod found for corner, said point being the Northwest corner of said called 38 acre tract, same being the Northeast corner of said Ayala Metro Park Properties, Ltd. tract, and being in the South line of said Old Celina, Ltd. tract;

THENCE South 90 degrees 00 minutes 00 seconds East, along the common line of said 38 acre tract, and said Old Celina, Ltd. tract, a distance of 1238.92 feet to the POINT OF BEGINNING and containing 588,075 square feet or 13.50 acres of computed land, more or less.

TRACT 19 (5.502 ACRES):

Being a 5.502 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Don P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being all of that certain tract of land to Old Celina, Ltd., by deed recorded in Instrument No. 20060413000494090, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the northeast corner of that certain tract of land to Old Celina, Ltd., by deed recorded in Volume 6003, Page 3933, said Deed Records, same being the northwest corner of a called 7.000 acre tract of land to Candice Chen (undivided 50% interest), by deed recorded in Volume 5836, Page 545, said deed records, same being the northwest corner of a called 7.000 acre tract of land to Yu Chen Kuo (undivided 50% interest), by deed recorded in Instrument Number 20131231001700860, said Official Public Records, said iron rod also being in the south line of a tract of land conveyed to Old Celina, LTD, by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 deg. 58 min. 32 sec. East, along the common line of said Old Celina tract (Vol. 6003, Pg. 3933), and said Chen tract, a distance of 473.70 feet to a 1/2 inch iron rod set for the northeast corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 00 deg. 58 min. 32 sec. East, along the common line of said Old Celina tract (Inst. No. 20060413000494090), and said Chen tract as recorded in Volume 5836, Page 545, passing at a distance of 93.16 feet a 3/8 inch iron rod found for the southwest corner of said Chen tract, same being the northwest corner of that certain tract of land to Candice Chen (undivided 62.5% interest), by deed recorded in Volume 5836, Page 552, said Deed Records, same being the northwest corner of that certain tract of land to Yu Chen Kuo (Tract 1, an undivided 37.5% interest), by deed recorded in Instrument No. 20131231001700870, said Official Public Records, and continuing along the common line of said Old Celina tract (Inst. No. 20060413000494090), and said Chen tract (Vol. 5836, Pg. 552), passing at a distance of 340.12 feet a 3/8 inch iron rod found for the southwest corner of said Chen tract (Vol. 5836, Pg. 552), same being the northwest corner of that certain tract of land to Candice Chen (undivided 62.5% interest), by deed recorded in Volume 5836, Page 560, said deed records, same being the northwest corner of that certain tract of land to Yu Chen Kuo (Tract 2, an undivided 37.5% interest), by deed recorded in Instrument No. 20131231001700870, said Official Public Records, and continuing a total distance of 846.30 feet to a 1/2 inch iron rod found for the southeast corner of said Old Celina tract (Inst. No. 20060413000494090), same being the southwest corner of said Chen tract (Vol. 5836, pg. 560), said point being in County Road No. 53;

THENCE South 89 deg. 43 min. 40 sec. West, along the common line of said Old Celina tract (Inst. No. 20060413000494090), and said County Road No. 53, a distance of 287.84 feet to a 1/2 inch iron rod set for the southwest corner of said Old Celina tract (Inst. No. 20060413000494090), same being the southeast corner of that certain tract of land to Equity Trust Company, Custodian FBO Sherese Glendenning, Account 200068343, by deed recorded in Instrument No. 20160621000778640, aforesaid Official Public Records;

THENCE North 00 deg. 19 min. 12 sec. West, along the common line of said Old Celina tract (Inst. No. 20060413000494090), and said Equity Trust Company tract, a distance of 847.56 feet to

a 1/2 inch iron rod set for the northwest corner of said Old Celina tract (Inst. No. 20060413000494090), same being the northeast corner of said Equity Trust Company tract, same being in the south line of aforesaid Old Celina tract (Vol. 6003, Pg. 3933);

THENCE South 90 deg. 00 min. 00 sec. East, along the common line of said Old Celina tract (Inst. No. 20060413000494090), and said Old Celina tract (Vol. 6003, Pg. 3933, a distance of 278.16 feet to the POINT OF BEGINNING and containing 239,668 square feet or 5.502 acres of computed land.

DRAFT

TRACT 20 (9.426 ACRES):

That certain tract of land conveyed to Equity Trust Company, FBO Sherese Glendenning, Account #200068343 by deed recorded by Instrument Number 2016062100078640, Deed Records, Collin County, Texas and being more particularly described as follows:

Being a 9.426 acre tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NO. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Dan P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 Inch iron rod found for the northeast corner of the said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded In Volume 5836, Page 545, of the Deed Records of Collin County, Texas, said iron rod also being in the south line of a tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said Stone tract, and said Chen tract as recorded In Volume 5836, Page 545, a distance of 473.70 feet to a point for corner,

THENCE North 90 degrees 00 minutes 00 seconds West, 278.16 feet to the POINT OF BEGINNING;

THENCE South 00 degrees 19 minutes 12 seconds East, through the interior of said called 38 acre tract, a distance of 847.56 feet to a point for corner, said point being In the South line of said called 38 acre tract, same being in the center line of County Road No. 53, said point also being in the North line of a called 40 acre tract of land described by the deed recorded in Volume 682, Page 259, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 43 minutes 40 seconds West, along the common line of said 38 acre tract, and said called 40 acre tract, and the center line of County Road No. 53, a distance of 483.73 feet to a point for corner;

THENCE North 00 degrees 19 minutes 12 seconds West, along the West line of said called 38 acre tract, a distance of 849.86 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, through the interior of said called 38 acre tract, a distance of 483.74 feet to the POINT OF BEGINNING and containing 410,545 square feet or 9.426 acres of computed land, more or less.

TRACT 21 (0.784 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 20081212001412820, Deed Records, Collin County, Texas and being more particularly described as follows:

All that certain tract or parcel of land situated in Lot 8 of Subdivision 14 of the Collin County School Lands, Abstract Number 167, County of Collin, State of Texas, according to plat of the same recorded in volume 03 page 118 of the deed records of Collin County, Texas, said tract being part of the monumented tract on the ground of a called 8.772 acre tract as described to deed to Ryno Materials, Inc., filed 21 April 2006, and recorded in county clerks number 06-000536590 of the deed records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a found 3/8 inch rebar, said rebar being the northeast corner of said Ryno tract, same being the northwest corner of a called 7.646 acre tract as described in deed to Ayala Metro Park Properties, filed 04 June 2003, and recorded in volume 5431 page 6738 of said deed records, said rebar also being on the south line of a called 66.02 acre tract as described in deed to Old Celina, Ltd, filed 31 July 2005, and recorded in volume 5471 page 1109 of said deed records;

Thence: South 00 degrees 07 minutes 36 seconds West, with the monumented east line of said Ryno tract, a distance of 201.95 feet to a set 1/2 inch steel square tubing, for the southeast corner of this tract;

Thence: North 89 degrees 05 minutes 00 seconds West, a distance of 191.73 feet to a set 1/2 inch steel square tubing for the southwest corner of this tract, said tubing being on the west line of said Ryno tract, same being the east line of the Burlington Northern Railroad;

Thence: North 12 degrees 48 minutes 09 seconds East, with the east line of said railroad a distance of 206.40 feet to a set 1/2 inch steel square tubing for the northwest corner of said Ryno tract, same being the southwest corner of said Old Celina tract, and said tubing being South 20 degrees 24 minutes 28 seconds West, a distance of 5.89 feet from a found 1/2 inch rebar with a plastic cap marked Wisdom 3646;

Thence: South 89 degrees 04 minutes 00 seconds East, with the north line of said Ryno tract, and with the south line of said Old Celina tract, a distance of 146.45 feet to the POINT OF BEGINNING and containing 0.784 of an acre of land.

TRACT 22 (5.500 ACRES):

BEING all that certain 5.500 acre tract of land situated in Lot 8 of Subdivision 14 of the Collin County School Land Survey No. 14, Abstract No. 167, Town of Celina, Collin County, Texas, same being all that certain tract of land conveyed to Equity Trust Company, Custodian FBO Rex Glendenning, Account #200068244, by Special Warranty Deed recorded in Instrument Number 20160621000778660, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the Northwest corner of said Equity Trust Company, Rex tract, same being the Southwest corner of that certain tract of land conveyed to Equity Trust Company, Custodian FBO Sherese Glendenning, Account #200068343, by Special Warranty Deed recorded in Instrument Number 20160621000778650, Official Public Records, Collin County, Texas, same being in the easterly line of S.L. & S.F. Railroad, per deed recorded in Volume 128, Page 319, Deed Records, Collin County, Texas;

THENCE North 89 deg. 57 min. 44 sec. East, along the common line of said Equity Trust Company, Rex tract, and said Equity Trust Company, Sherese tract, a distance of 292.60 feet to a 1/2 inch iron rod set for the Northeast corner of said Equity Trust Company, Rex tract, same being the Southeast corner of said Equity Trust Company, Sherese tract, same being in the West line of that certain tract of land conveyed to Ayala Metro Park Properties, LTD., by deed recorded in Volume 5431, Page 6738, Deed Records, Collin County, Texas;

THENCE South 00 deg. 49 min. 40 sec. East, along the common line of said Equity Trust Company, Rex tract, and said Ayala tract, passing at a distance of 648.22 feet a 1/2 inch iron rod with plastic cap marked Wisdom 3646 found for the Southwest corner of said Ayala tract, same being in the North line of County Road No. 53, and continuing a total distance of 674.50 to a point for the Southeast corner of said Equity Trust Company, Rex tract, same being in County Road No. 53;

THENCE South 89 deg. 57 min. 44 sec. West, along the common line of said Equity Trust Company, Rex tract, and said County Road No. 53, a distance of 393.80 feet to a point for the Southwest corner of said Equity Trust Company, Rex tract, same being in the easterly line of aforesaid Railroad tract;

THENCE along the common line of said Equity Trust Company, Rex tract, and said Railroad tract as follows:

North 11 deg. 51 min. 18 sec. East, passing at a distance of 24.11 feet, an 'X' cut found for reference, and continuing a total distance of 178.85 feet to a 1/2 inch iron rod with plastic cap marked Wisdom 3646 found for corner;

North 89 deg. 59 min. 49 sec. West, a distance of 50.06 feet to a 1/2 inch iron rod with plastic cap marked Wisdom 3646 found for corner;

North 11 deg. 50 min. 53 sec. East, a distance of 510.33 feet to the POINT OF BEGINNING and containing 239,580 square feet or 5.500 acres of computed land, more or less.

TRACT 23 (2.500 ACRES):

That certain tract of land conveyed to Equity Trust Company, custodian FBO Sherese Glendenning, Account #200068343 Old Celina, Ltd. by deed recorded by Instrument Number 20160621000778650, Deed Records, Collin County, Texas and being more particularly described as follows:

All that certain tract or parcel of land situated in Lot 8 of Subdivision 14 of the Collin County School Lands, Abstract Number 167, County of Collin State of Texas, according to plat of the same recorded in volume 03 page 118 of the deed records of Collin County, Texas, said tract being part of the monumented tract on the ground of a called 8.772 acre tract as described in deed to Ryno Materials, Inc., filed 21 April 2006, and recorded in county clerks number 06-000536590 of the deed records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a set 1/2 inch steel square tubing, said tubing being on the monumented east line of said Ryno tract, and said tubing being South 00 degrees 07 minutes 36 seconds West, a distance of 201.95 feet from a found 3/8 inch rebar, said rebar being the northeast corner of said Ryno tract, same being the northwest corner of a called 7.646 acre tract as described in deed to Ayala Metro Park Properties, filed 04 June 2003, and recorded in volume 5431 page 6738 of said deed records, said rebar also being on the south line of a called 66.02 acre tract as described in deed to Old Celina Ltd., filed 31 July 2005, and recorded in volume 5471 page 1109 of said deed records;

Thence: South 00 degrees 07 minutes 36 seconds West, with the monumented east line of said Ryno tract, a distance of 449.72 feet to a set 1/2 inch steel square tubing for the southeast corner of this tract;

Thence: North 89 degrees 05 minutes 00 seconds West, a distance of 292.60 feet to a set 1/2 inch steel square tubing for the southwest corner of this tract, said tubing being on the west line of said Ryno tract, same being the east line of the Burlington Northern Railroad;

Thence: North 12 degrees 48 minutes 09 seconds East, with the east line of said railroad, a distance of 459.53 feet to a set 1/2 inch steel square tubing for the northwest corner of this tract;

Thence: South 89 degrees 05 minutes 00 seconds East, a distance of 191.75 feet to the POINT OF BEGINNING and containing 2.500 acres of land.

TRACT 27 (9.425 ACRES):

That certain tract of land conveyed to Equity Trust Company, custodian FBO Rex Glendenning, Account #200068344 by deed recorded by Instrument Number 20160621000778670, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING a 9.426 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Don P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the northeast corner of the said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded In Volume 5836, Page 545, of the Deed Records of Collin County, Texas, said iron rod also being in the south line of a tract of land conveyed to Old Celina, Ltd. by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said Stone tract, and said Chen tract as recorded in Volume 5836, Page 545, a distance of 473.70 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, through the interior of said called 38 acre tract, a distance of 761.90 feet to a point for corner, said point being the POINT OF BEGINNING;

THENCE South 00 degrees 19 minutes 12 seconds East, through the interior of said called 38 acre tract, a distance of 849.86 feet to a point for corner, said point being in the South line of said called 38 acre tract, same being in the center line of County Road No. 53, same being in the north line of a called 40 acre tract of land described by the deed recorded in Volume 682, Page 259, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 43 minutes 40 seconds West, along the common line of said 38 acre tract, and said called 40 acre tract, and the center line of County Road No. 53, a distance of 482.43 feet to a 1/2 inch iron rod found for corner, said point being in the Southwest corner of said called 38 acre tract;

THENCE North 00 degrees 19 minutes 12 seconds West, along the West line of said called 38 acre tract, passing the Southeast corner of a tract of land conveyed to Ayala Metro Park Properties, Ltd., as recorded in Volume 5431, Page 6738 of the Deed Records of Collin County Texas, at a distance of 22.29 feet, and continuing along the common line of said called 38 acre tract, and said Ayala Metro Park Properties, Ltd tract, a total distance of 852.15 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, through the interior of said called 38 acre tract, a distance of 482.44 feet to the POINT OF BEGINNING and containing 410,551 square feet or 9.425 acres of computed land, more or less.

TRACT 28 (186.653 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 20080612000710680, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING a tract of land situated in the H. C. Routh Survey, Abstract No. 765, J. K. Rice Survey, Abstract No. 767, Samuel Queen Survey, Abstract No. 731 and the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, and also being part of a 66.12 acre tract (Tract 1), part of a 50 acres tract (Tract 2), all of a 74 acre tract (Tract 4), and all of a 0.193 acre tract (Tract 5) as conveyed to the O & M Church Family Limited Partnership and recorded in Volume 5244, Page 3049 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike found for corner at the southwest corner of said 74 acre tract (Tract 4), said railroad spike also being at the southeast corner of a 70.802 acre tract as conveyed to Old Celina, LTD. and recorded in Volume 5574, Page 1151, D.R.C.C.T, said railroad spike also being in County Road No. 91;

THENCE North 00 degrees 31 minutes 12 seconds East following the east line of said 70.802 acre tract a distance of 860.88 feet to a wood fence post for corner;

THENCE North 11 degrees 25 minutes 11 seconds East following the east line of said 70.802 acre tract a distance of 11.80 feet to a wood fence post found for corner;

THENCE North 00 degrees 51 minutes 56 seconds East following east line of said 70.802 acre tract a distance of 557.47 feet to a 1/2 inch iron rod found for corner at the northeast corner of said 70.802 acre tract, said corner also being the southeast corner of a 55.718 acre tract as conveyed to Rex Glendenning and recorded in Volume 4551, Page 1839, D.R.C.C.T.;

THENCE North 00 degrees 30 minutes 11 seconds East following the east line of said 5.718 acre tract a distance of 1205.28 feet to a 5/8 inch iron rod found for corner at the northeast corner of said 55.718 acre tract, said Iron rod also being in the south line of said 66.12 acre tract (Tract 1);

THENCE North 89 degrees 32 minutes 10 seconds West following the north line of said 55.718 acre tract a distance of 1312.90 feet to a 5/8 inch iron rod found for corner at the southwest corner of said 66.12 acre tract (Tract 1), said iron rod being the southeast corner of a 8.755 acre tract as conveyed to W.C. Miller & Will C. Miller III, and recorded in Volume 814, page 808, D.R.C.C.T.;

THENCE North 00 degrees 04 minutes 15 seconds East following the east line of said 8.755 acre tract a distance of 508.56 feet to a 1/2 inch iron rod found for corner;

THENCE North 5 degrees 50 minutes 15 seconds East following the east line of said 8.755 acre tract a distance of 38.47 feet to a 1/2 inch iron rod found for corner;

THENCE North 1 degree 53 minutes 16 seconds West following the east line of said 8.755 acre tract a distance of 373.34 feet to a 1/2 inch iron rod found for corner;

THENCE North 55 degrees 47 minutes 12 seconds East following the east line of said 8.755 acre tract a distance of 231.06 feet to a 1/2 inch iron rod set for corner the south Right Of Way line of F.M. No. 455 (90' ROW), said iron rod also being in a curve to the right with a chord bearing of North 87 degrees 11 minutes 02 seconds East a chord distance of 157.62 feet;

THENCE along said curve to the right following the south ROW line of said F.M. No. 455 through a central angle of 6 degrees 30 minutes 46 seconds a radius distance of 1387.42 and an arc distance of 157.71 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 33 minutes 34 seconds East following the south ROW line of said F.M. No. 455 a distance of 1964.84 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the right with a chord bearing of South 44 degrees 34 minutes 04 seconds East a chord 386.46 distance of feet;

THENCE along said curve to the right following the south ROW line of said F.M. No. 455 through a central angle of 89 degrees 59 minutes 00 seconds a radius distance of 273.31 feet and an arc distance of 429.23 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 25 minutes 26 seconds West following the south ROW line of add F.M. No. 455 a distance of 444.32 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left with a chord bearing of South 44 degrees 29 minutes 34 seconds East a chord distance of 513.05 feet;

THENCE along said curve to the left following the south ROW line of said F.M. No. 455 through a central angle of 89 degrees 50 minutes 00 seconds a radius distance of 363.31 feet and an arc distance of 569.63 feet to a 1/2 Inch iron rod set for corner;

THENCE South 89 degrees 24 minutes 34 seconds East following south ROW line of East No. following south ROW line of F.M. No. 455 a distance of 436.80 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 23 minutes 49 seconds West a distance 1311.93 feet to a 1/2 inch iron and set for corner;

THENCE South 01 degrees 01 minutes 35 seconds West a distance of 1295.11 feet to a railroad spike set for corner in County Road No. 91;

THENCE North 89 degrees 45 minutes 26 seconds West following CR. No. 91 a distance of 2053.69 feet to the POINT OF BEGINNING and containing 8,130,588 square feet or 186.653 acres of land, more or less.



Planning and Development Services
City of Celina, Texas

Memorandum

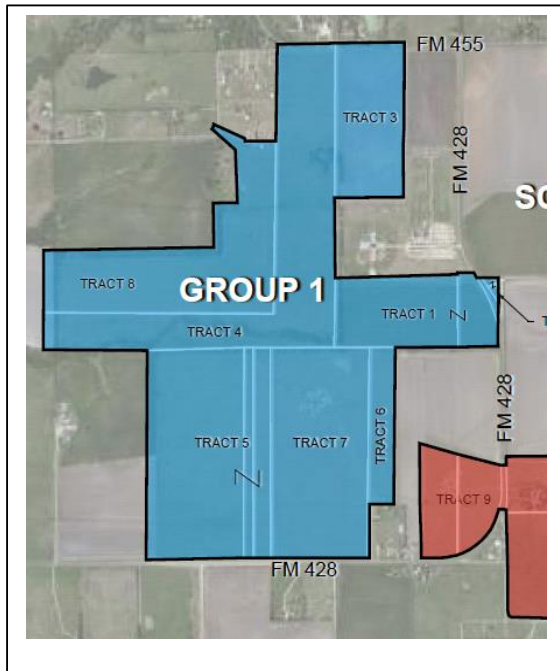
To: **Honorable Mayor Terry and the Celina City Council**
From: Helen-Eve Liebman, Director of Planning and Dev Services
CC: Rick Chaffin, Interim City Manager
Date: December 13, 2016
Re: Old Celina Ltd. Group 1 Zoning Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 434.857 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in the Henry Bentley Survey, Abstract No. 124, the George Wiley Survey, Abstract No. 988, the Samuel McCullough Survey, Abstract No. 593, the B.B.B. & C. RR. Survey, Abstract No. 132, and the George Wiley Survey, Abstract No. 988, Collin County, Texas, and generally located south of FM 455 and west of FM 428; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-75, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 1 Rezoning) (Liebman)

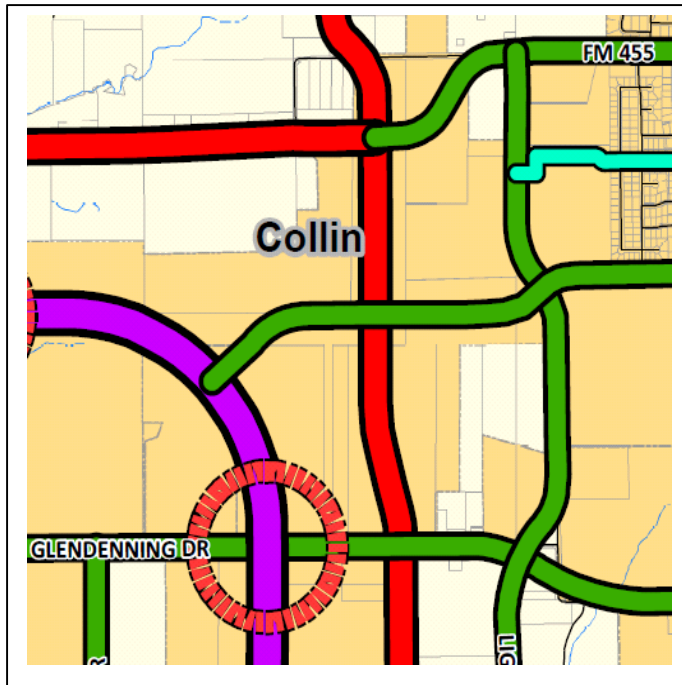
Background Information:

Group 1 is currently zoned as PD 38 and AG, Agricultural zoning districts. Group 1 is generally located south of FM 455, west and north of FM 428, and east of CR 54 and is comprised of Tracts 1 through 8 of the Old Celina Ltd. submittal. The total acreage of the area to be rezoned is approximately 434.857 acres plus half of the rights-of-way adjacent to that tract.



The Comprehensive Plan designates this area as a *Regional Activity Center*. This designation is centered around the future Outer Loop and the Dallas North Tollway and extends north toward downtown. The *Regional Activity Center* designation includes large-scale employment centers, entertainment, and high density residential housing types. Staff encourages the applicant to place high density development adjacent to the future alignment of the Dallas North Tollway and west of the future alignment of Celina Parkway. Less intense uses and single family development should be placed east of Celina Parkway. (see Thoroughfare Plan map, to the right)

This area of Celina is likely to see rapid commercial growth in the future as the Dallas North Tollway is extended north-ward toward Grayson County. The planned alignment of the Dallas North Tollway will transect the southwestern part of the tract. The planned alignment of Celina Parkway, a future six-lane major arterial, will bisect the area from FM 455 to FM 428 (future Glendenning Parkway). The extension of Sunset Boulevard, a future four-lane minor arterial, west of FM 428, will connect to the Dallas North Tollway. In addition, small portions of FM 455 and FM 428, both future four-lane minor arterials, are adjacent to or run through the property.



Requested Zoning for all Groups:

The applicant is proposing a planned development with the base zoning designations of MU-2, Regional Mixed-Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. The property uses are a mix of traditional zoning with form-based zoning and will include the following Character Zones, which are defined below. The development standards for each Group will be identical.

- Neighborhood,
- Transition,
- Commercial/Mixed Use, and
- Industrial/Light Manufacturing.

Descriptions of Character Zones:

The “Neighborhood Zone” generally allows single family residential uses and townhomes, but no multiple-family development. Limited retail/office development, such as senior living facilities, government buildings (e.g. post offices), churches, daycare facilities and other service-oriented commercial uses are also allowed. The single family development in each Neighborhood Zone shall be comprised of a minimum of three (3) housing types. These types have been defined as follows:

	Transition Zone	Neighborhood Zone
a. Lot Area	1000 sq. ft. minimum	1000 sq. ft. minimum
b. Lot Width	20' width minimum	20' width minimum
c. Minimum Lot Size/Type Mix. Required	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 50% of lots within CP/GDP) 2.	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 30% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or

	49'-59' 3. 59'-69' 4. 69' or greater	greater
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Exterior materials for single family structures are proposed to be a minimum of 75 percent (75%) masonry on elevations not facing a public street and 100 percent (100%) for facades facing a public street. Masonry is defined as brick, stone, three-step stucco (this process involves three separate applications of cementitious product), rock, marble, granite, or glass block. Cementitious clapboard (also known as Hardiboard® - however, cementitious panels are not allowed) is permitted above the eave line and may be used to frame façade elements that rise above the roofline. The maximum height of any structure within the Neighborhood Zone is three (3) stories or forty-five (45) feet. A masonry fence, minimum six feet and maximum eight feet in height, shall be provided between single family uses and any Transition Zone. In addition, a six (6) foot wide landscape buffer with evergreen shrubs shall be provided parallel to the single family uses.

The "Transition Zone" is intended to have a mix of neighborhood services, small office and other service-oriented uses, such as banks, offices, laundries, travel agencies, florists and government buildings, as well as those uses listed above in the Neighborhood Zone. No multiple-family developments are allowed within the Transition Zone. In addition, no restaurants or large-scaled retail stores (such as a home improvement center or big box store) are allowed in the Transition Zone. The maximum height of any structure within the Transition Zone is five (5) stories or sixty-five (65) feet. Residential development within the Transition Zone will require a minimum of three (3) lot types, as indicated in the chart above. In addition, non-residential buildings constructed in the Transition Zone must be set back from single family residential development a minimum of thirty (30) horizontal feet. The maximum lot coverage in the Transition Zone is ninety percent (90%).

The "Commercial/Mixed Use Zone" excludes single family residential and townhome uses and is intended to be used for commercial uses and vertical mixed-use developments for urban, semi-urban and suburban developments. This Zone allows virtually all non-residential uses allowed by right in the MU-2, Regional Mixed Use zoning district. Certain land uses, such as mini-warehouse/storage, hospitals, and temporary batch plants would require a Conditional Use Permit (CUP) in addition to the base zoning. Both the Commercial/Mixed Use Zone and the Transition Zone are designed for true vertically mixed-use development, with pedestrian-oriented frontage. Within these zones, the buildings will require a minimum of eighty percent (80%) masonry on all pedestrian-oriented street facades, Celina Parkway and Preston Road. No more than twenty percent (20%) of these facades may use wood, architectural metal, split-faced concrete, tile or pre-cast concrete panels. On facades other than those listed above, the masonry mix shall be seventy/thirty percent (70%/30%) mix. In addition, any multiple family development shall provide the 70%/30% masonry/non-masonry mix on all facades. There is no maximum height of any structure within the Commercial/Mixed Use Zone. Parking structures are allowed in all zones except the Neighborhood Zone and shall be designed so that they resemble the adjacent buildings as much as possible, with shorter dimension along the street edges.

The "Industrial/Light Manufacturing Zone" is primarily employment centers with neighborhood services. This zone would allow land uses that should be located away from single family residential and other residential districts, typically found in the L-1, Light Industrial schedule of uses. Any outdoor storage in this Zone would require a CUP. There is no maximum height of any structure within the Industrial/Light Manufacturing Zone.

Approval of Future Plans:

Concept plans for the Planned Development were not provided as part of the rezoning request. Approval

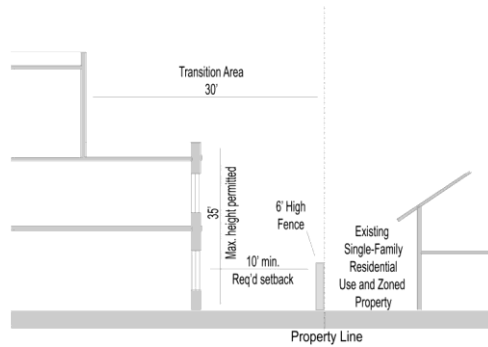
of concept plans following zoning is proposed as a two-step process. The first step is review and consideration of the specific Concept Plans by the Planning & Zoning Commission. The Planning and Zoning Commission would be the final decision maker for the Concept Plans (i.e. no City Council review). Any Concept Plan submitted for review shall be a minimum of sixty (60) acres, but may include more than sixty (60) acres. A Concept Plan for a property less than ten (10) acres in size must show conformance to an existing, approved Concept Plan in terms of vehicle access and pedestrian connections. The Concept Plan shall illustrate the general location of land uses, basic street layout and treatment of transition areas to adjacent uses. In addition, parking locations, preliminary drainage and utility plans, building placement, open space, and any other requirements of the City of Celina's General Development Plan (GDP) review. Any proposed street design that differs from the standards of the Engineering Design Manual shall be considered as part of the Concept Plan approval and not require a separate Subdivision Ordinance Variance request. Although the applicant has stated that the landscape plan including streetscape, yards and medians, screening, etc., shall be included in the Concept Plan review, staff suggests that the Landscape Plan be submitted with the Construction Plat, which is the typical submittal timing for these plans. Staff further suggests that, since the "Concept Plan" is identical as Celina's "General Development Plan," that the applicant either use the GDP identifier or combine it with their Concept Plan as "Concept Plan/GDP."

Following the approval by the Planning and Zoning Commission, a more detailed Site Plan shall be submitted for administrative (i.e. staff) review and approval. The Site Plan shall include specific layout of buildings, open space, streets, parking, signage standards, and building elevations. Appeals of the Site Plan decision will be decided by the Planning and Zoning Commission. Any denial of proposed modifications may be taken to the City Council for consideration.

Amendments to the Planned Development standards are proposed by the applicant to be decided by the Planning and Zoning Commission. Any denial of the proposed PD amendments may be taken to the City Council for consideration. Issues of notification and publication of the public hearings have not been addressed. This proposal differs from Celina's policy of considering a Planned Development amendment as a zoning change, which must be heard by the Planning and Zoning Commission for a recommendation and by the City Council for a final decision. Staff suggests that any amendments to the PD standards be handled as a rezoning case, with public hearings at the Planning and Zoning Commission and City Council and proper notifications, per our Zoning Ordinance regulations and state statutes. Amendments may be brought to the City on a Concept Plan/GDP area level rather than having to amend the entire group area, unless that is requested by the applicant.

Proximity to Single Family - Existing or Planned:

Any Commercial/Mixed Use and/or Industrial/Manufacturing zone shall be placed no closer than 200 feet from any existing or planned single family property line. Any Neighborhood Zone combined with a Commercial/ Mixed Use and/or Industrial/Manufacturing zone shall use a Transition Zone as a buffer. Single family developments may not be located within 200 feet west of Celina Parkway rights-of-way or within 300 feet of the Dallas North Tollway right-of-way.



Residential Exclusionary Buffer Zones:

The applicant is requesting that certain housing types be allowed within the 300 foot zone restricted to non-residential along DNT. This prohibition is in order for the City to maximize its frontage along DNT with businesses that are likely to be employment generators and provide sales tax to the City. The restriction was supported in a 2014 zoning case immediately west of the subject property. In addition, comparative cities such as Frisco and Prosper prohibit single family residential adjacent to DNT. Therefore, staff is asking the applicant to consider the following residential restrictions:

- Celina Parkway, west side - no single family within 200 feet of the right-of-way.
- Celina Parkway, east side - all residential types allowed.
- Dallas North Tollway - no single family or townhomes within 300 feet of the right-of-way.

Pedestrian Orientation and Parking Standards:

Commercial tracts shall incorporate pedestrian-oriented streets to enhance the pedestrian experience and achieve greater connectivity. Parking shall be placed toward the rear of businesses, sidewalks shall be wide and provide seating and landscaping. Off-street parking standards throughout the PD shall be as follows:

- Non-residential - 1 space per 350 square feet
- Industrial/Commercial - 1 space per 500 square feet, excluding warehouse/storage areas
- Multiple Family - 1½ spaces per unit
- Other Residential - 2 spaces per unit
- Lodging - ½ space per room.

Board Review/Citizen Input:

A City Council notice of the public hearing was published in *The Celina Record* on November 25, 2016. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the overall subject property (1,233.2503 acres). Eighty (80) property owners were notified by mail on October 28, 2016. As of the printing of this packet, one letter of support of Group 4 was received and none in opposition.

At the regular Planning and Zoning Commission meeting on November 15, 2016, the Commissioners voted unanimously to recommend approval of the rezoning request, subject to the applicant satisfactorily addressing written staff comments and recommendations presented during the staff report.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Final review of the ordinance by the City's Land Use attorney is required.

Supporting Documents:

- Draft Ordinance

Staff Recommendation:

Staff recommends approval of the rezoning request subject to staff's comments and P&Z's recommendation. The ordinance included illustrates revisions that have not been vetted by city staff. The applicant and staff have been coordinating revisions to the development regulations and a final review will be provided prior to the Council meeting.

Staff recommends approval of the PD subject to the following revisions being completed for standards submitted 11/29 and review sent 12/5:

Exhibit B

1. Provide Group image as it is titled for each PD

Exhibit C

1. Removal of 1. & 2. These items are not typically included in PD regulations and zoning ordinances
2. Revise 3. Heading from Entitlement to Review Process and Administration
3. 3. a. Replace Entitlement to Development
4. Revise item 3. b. to Concept Plan/GDP and use throughout document CP/GDP

Revise CP/GDP PZ approval to "review" throughout document

5. 3. b. Add CP/GDP review per City's public hearing requirements to include mailed public hearing notices to the property owners within 200 feet of the subject tract, public hearing publications, signs posted per our regulations, review and consideration for approval by P&Z and City Council (Sections 14.02.154, 14.02.156, and 14.02.157 of the Celina Code of Ordinances)
6. 3. b. i. 4. a. remove "as well as the City's Comprehensive Plan"
7. 3. b. i. 4. b. iii. Add/revise paragraph to clearly indicate that common areas will not be dedicated to or maintained by the City. They shall be owned and maintained by a property owners association or homeowners association.
8. 3. b. i. 4. b. vii. Add water/sewer before "utility plan"
9. 3. b. i. 4. b. viii. Staff is willing to defer the required tree survey and mitigation plan required at GDP to the time of Site Plan application and Applicant may want to add this exception to the PD regulations.
10. 3. b. i. 4. b. ix. Add "as exists or may be amended" after Sec. 10.03.083
11. 3. b. i. 4. d. v. Add "A TIA may be used to justify the cost share of on-site and off-site roads."
12. 3. b. i. 4. e. Add "Any standards differing from the Subdivision Ordinance shall be processed as a Subdivision Ordinance Variance."
13. 3. b. i. 5. Remove this paragraph
14. 3. c. General Development Plan. Remove since it is being combined with the Concept Plan.

15. 3. f. Major Modifications. Revise “approved” to “considered”

Major Modifications shall be processed as a Concept Plan amendment and outlined in the Code of Ordinances

16. 3. g. Revise CP to CP/GDP

Revise “approved” to “considered”

Remove the last sentence about denial because amendment will go to P&Z and CC for review and consideration

17. 4. a. i. 4. A minimum of MF units will not be required. Provide a cap of Urban MF

18. 4. a. i. 5. Remove Preston Road from Group 1 and Group 2 PD Standards

Remove Celina Parkway and DNT from Group 2, 3, and 4 PD Standards

Remove “alley” from zone separation. Alleys are not wide enough to be an adequate distance buffer in transitions

19. 4. a. iii. 2. Add “Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager, or his/her designee.”

Note: Street trees may be provided in the parkway at the option of the developer to meet landscaping requirements subject to approval by the Director of Planning and Development Services and the Fire Marshall at the time of building permit issuance. If street trees are approved, the developer shall, as a condition of the City's approval, do one of the following, as determined by the City, to fund resulting damages to streets, sidewalks, and utilities: (1) enter into a repair agreement obligating developer to make the repairs and providing financial security of the ability to perform; or (2) consent to annual updates to PID assessments on the Property to fund repair costs.

20. 4. f.

RESIDENTIAL EXCLUSIONARY BUFFER ZONES/LOCATION OF USES

- Preston Road - within 200’ no SF detached, no TH and no MF
- Celina Parkway within 300’ (view this roadway similarly to Parkwood in Plano)
- West of Celina Parkway, MF and TH allowed; no SF detached. West of Celina Parkway should be more heavily commercial.
- East of Celina Parkway, SF detached, MF and TH allowed.
- Dallas North Tollway - within 500’ no SF detached, stand-alone MF or TH; MF in vertically integrated only.
- Within Group 1, place high-density development between the DNT and Celina Parkway; place lower density single family east of Celina Parkway.
- Within Group 2, preserve the area immediately south of the Old Town Residential area as low-density single family residential.
- Within Group 3, place employment centers and other high-density commercial development adjacent to the future Outer Loop and Preston Road.
- Within Group 4, place commercial adjacent to Preston Road, Ousley Parkway and Sunset Boulevard. Group 4 is not appropriate for any Industrial uses.

21. 5. a. Identify “conditional” as a Conditional Use Permit CUP and processing an application in accordance with Division 2, CUP, Celina Code of Ordinances, Zoning Ordinance.

22. Use chart revisions:

Automatic teller machines shall be limited to two (2) in one location

Remove motels as they are not permitted in Celina

Kiosk shall be a C use in Transition Zone and add text “in all instances shall accompany a main structure and not within 100 feet of a street right-of-way.”

Seasonal businesses shall be revised to be P in C/MU and I/LM

Temporary businesses shall be revised to be P in C/MU and I/LM

All-terrain vehicle dealer/sales or service shall be a C in C/MU and no outdoor display in C/MU

Check cashing services shall be eliminated from C/MU and I/LM

Add “/pay day loans” after check cashing services

Remove convenience store (without gas sales) it is the same a convenience store

Food truck park-revise spelling of vendor

We do not have regulations in our ordinances. Define and provide regulations for this use.

Motorcycle dealer (new and/or repair) no outdoor display permitted in C/MU

Personal watercraft sales (new and/or repair) no outdoor display permitted in C/MU

Recycling kiosk not permitted in C/MU or I/LM

Revise Restaurant (~~with no drive-through service~~)

Temporary outdoor retail sales/commercial promotion shall be permitted in C/MU, T, and I/LM

Veterinarian-Applicant may want to provide for (outdoor kennels) in I/LM as a C or P

Add (maximum of 250 cars) to auto financing & leasing (indoor)

Separate Tire dealer, with or without open storage

Without open storage shall be permitted in C/MU and I/LM

With open storage shall be permitted in C/MU as a C and in I/LM a P

Microbrewery add a C to C/MU

I/LM uses shall be removed from Group 4 PD Use Table

23. 6. 1. b. Provide minimums for side and rear setbacks

24. Revise Character Zones and Development Standards Table to reflect appropriate roadways

Preston Road is not in Group 1 or 2

Celina Parkway is not in Groups 2, 3, or 4

DNT is not in Groups 2, 3, or 4

25. 6. 3. Street Design Standards

Development shall comply with the City of Celina Engineering Design Standards and Standard Details. In the absence of a design standard alternative standards such as the *ITE Manual for Designing Walkable Urban Thoroughfares* and/or *NACTO's Urban Street Guide and Bicycle Guide* may be utilized an permitted upon approval of the City Manager, or his/her designee.

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27. 6. 3.c Footnote *revision*: Alleys in accordance with the City of Celina Standard Details shall be required for all residential development with lots 50 feet or less in width.

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Add “Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager, or his/her designee.”

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Revise “The” to “Any”

Add “other” between all and building

Add “more” after one

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34. 7. d. i. Add “and property zoned SFD” after detached uses in the first sentence
35. 7. d. i. 1-3 Add dimensions stated to diagram
36. 7. d. i. 3. Add “or match side yard and rear yard in adjacent subdivision

Staff Recommendation:

Staff recommends approval.



Planning & Development Services
City of Celina, Texas

Memorandum

To: The Honorable Mayor Sean Terry and Celina City Council
CC: Rick Chaffin, Interim City Manager
From: Helen-Eve Liebman, AICP, Director of Planning & Development Services
Meeting Date: December 13, 2016
Re: Rezoning Request for Old Celina Ltd. Group 1

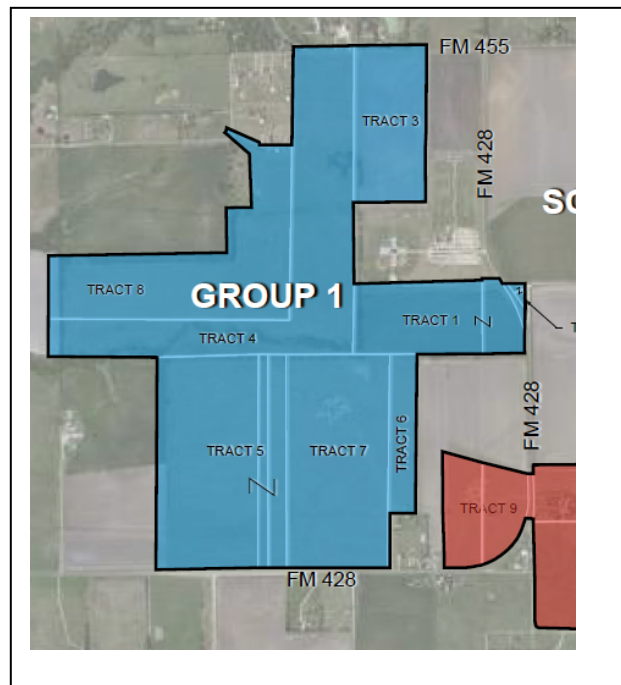
Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 434.857 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in the Henry Bentley Survey, Abstract No. 124, the George Wiley Survey, Abstract No. 988, the Samuel McCullough Survey, Abstract No. 593, the B.B.B. & C. RR. Survey, Abstract No. 132, and the George Wiley Survey, Abstract No. 988, Collin County, Texas and generally located south of FM 455 and west of FM 428; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-75, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 1 Rezoning) (Liebman)

Background Information:

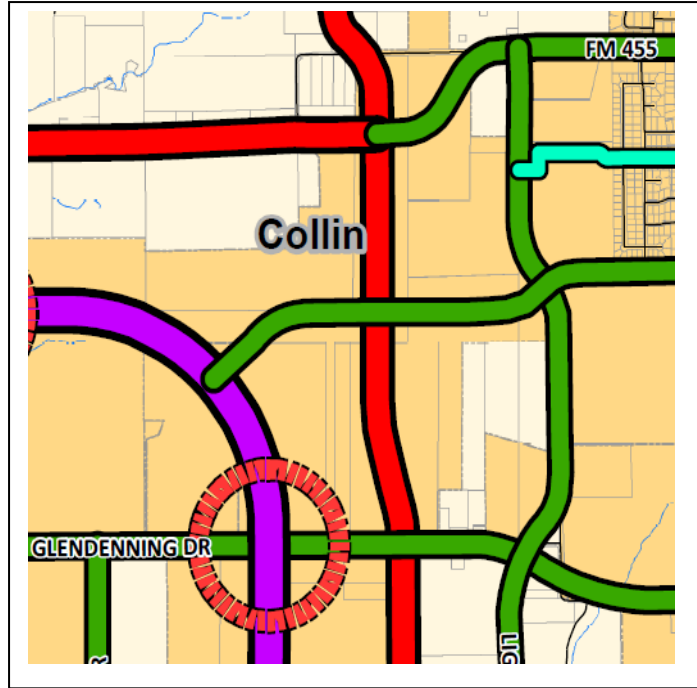
Group 1 is currently zoned as PD 38 and AG, Agricultural zoning districts. Group 1 is generally located south of FM 455, west and north of FM 428, and east of CR 54 and is comprised of Tracts 1 through 8 of the Old Celina Ltd. submittal. The total acreage of the area to be rezoned is approximately 434.857 acres plus half of the rights-of-way adjacent to that tract.

The Comprehensive Plan designates this area as a *Regional Activity Center*. This designation is centered around the future Outer Loop and the Dallas North Tollway and extends north toward downtown. The *Regional Activity Center* designation includes large-scale employment centers, entertainment, and high density residential housing types. Staff encourages the applicant to place high density development adjacent to the future alignment of the Dallas North Tollway and west of the



future alignment of Celina Parkway. Less intense uses and single family development should be placed east of Celina Parkway. (see Thoroughfare Plan map, to the right)

This area of Celina is likely to see rapid commercial growth in the future as the Dallas North Tollway is extended northward toward Grayson County. The planned alignment of the Dallas North Tollway will transect the southwestern part of the tract. The planned alignment of Celina Parkway, a future six-lane major arterial, will bisect the area from FM 455 to FM 428 (future Glendenning Parkway). The extension of Sunset Boulevard, a future four-lane minor arterial, west of FM 428, will connect to the Dallas North Tollway. In addition, small portions of FM 455 and FM 428, both future four-lane minor arterials, are adjacent to or run through the property.



THOROUGHFARE PLAN – GROUP 1

Requested Zoning for all Groups:

The applicant is proposing a planned development with the base zoning designations of MU-2, Regional Mixed-Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. The property uses are a mix of traditional zoning with form-based zoning and will include the following Character Zones, which are defined below. The development standards for each Group will be identical.

- Neighborhood,
- Transition,
- Commercial/Mixed Use, and
- Industrial/Light Manufacturing.

Descriptions of Character Zones:

The “Neighborhood Zone” generally allows single family residential uses and townhomes, but no multiple-family development. Limited retail/office development, such as senior living facilities, government buildings (e.g. post offices), churches, daycare facilities and other service-oriented commercial uses are also allowed. The single family development in each Neighborhood Zone shall be comprised of a minimum of three (3) housing types. These types have been defined as follows:

	Transition Zone	Neighborhood Zone
a. Lot Area	1000 sq. ft. minimum	1000 sq. ft. minimum
b. Lot Width	20' width minimum	20' width minimum
c. Minimum Lot Size/Type Mix. Required	Overall, at least 3 lot sizes/types with at least 20% minimum for each	Overall, at least 3 lot sizes/types with at least 20% minimum for each

	type if 3 types used. Types:	type if 3 types used. Types:
	1. 48' or less in width (maximum of 50% of lots within CP/GDP)	1. 48' or less in width (maximum of 30% of lots within CP/GDP)
	2. 49'-59'	2. 49'-59'
	3. 59'-69'	3. 59'-69'
	4. 69' or greater	4. 69' or greater

Exterior materials for single family structures are proposed to be a minimum of 75 percent (75%) masonry on elevations not facing a public street and 100 percent (100%) for facades facing a public street. Masonry is defined as brick, stone, three-step stucco (this process involves three separate applications of cementitious product), rock, marble, granite, or glass block. Cementitious clapboard (also known as Hardiboard® – however, cementitious panels are not allowed) is permitted above the eave line and may be used to frame façade elements that rise above the roofline. The maximum height of any structure within the Neighborhood Zone is three (3) stories or forty-five (45) feet. A masonry fence, minimum six feet and maximum eight feet in height, shall be provided between single family uses and any Transition Zone. In addition, a six (6) foot wide landscape buffer with evergreen shrubs shall be provided parallel to the single family uses.

The “Transition Zone” is intended to have a mix of neighborhood services, small office and other service-oriented uses, such as banks, offices, laundries, travel agencies, florists and government buildings, as well as those uses listed above in the Neighborhood Zone. No multiple-family developments are allowed within the Transition Zone. In addition, no restaurants or large-scaled retail stores (such as a home improvement center or big box store) are allowed in the Transition Zone. The maximum height of any structure within the Transition Zone is five (5) stories or sixty-five (65) feet. Residential development within the Transition Zone will require a minimum of three (3) lot types, as indicated in the chart above. In addition, non-residential buildings constructed in the Transition Zone must be set back from single family residential development a minimum of thirty (30) horizontal feet. The maximum lot coverage in the Transition Zone is ninety percent (90%).

The “Commercial/Mixed Use Zone” excludes single family residential and townhome uses and is intended to be used for commercial uses and vertical mixed-use developments for urban, semi-urban and suburban developments. This Zone allows virtually all non-residential uses allowed by right in the MU-2, Regional Mixed Use zoning district. Certain land uses, such as mini-warehouse/storage, hospitals, and temporary batch plants would require a Conditional Use Permit (CUP) in addition to the base zoning. Both the Commercial/Mixed Use Zone and the Transition Zone are designed for true vertically mixed-use development, with pedestrian-oriented frontage. Within these zones, the buildings will require a minimum of eighty percent (80%) masonry on all pedestrian-oriented street facades, Celina Parkway and Preston Road. No more than twenty percent (20%) of these facades may use wood, architectural metal, split-faced concrete, tile or pre-cast concrete panels. On facades other than those listed above, the masonry mix shall be seventy/thirty percent (70%/30%) mix. In addition, any multiple family development shall provide the 70%/30% masonry/non-masonry mix on all facades. There is no maximum height of any structure within the Commercial/Mixed Use Zone. Parking structures

are allowed in all zones except the Neighborhood Zone and shall be designed so that they resemble the adjacent buildings as much as possible, with shorter dimension along the street edges.

The “Industrial/Light Manufacturing Zone” is primarily employment centers with neighborhood services. This zone would allow land uses that should be located away from single family residential and other residential districts, typically found in the L-1, Light Industrial schedule of uses. Any outdoor storage in this Zone would require a CUP. There is no maximum height of any structure within the Industrial/Light Manufacturing Zone.

Approval of Future Plans:

Concept plans for the Planned Development were not provided as part of the rezoning request. Approval of concept plans following zoning is proposed as a two-step process. The first step is review and consideration of the specific Concept Plans by the Planning & Zoning Commission. The Planning and Zoning Commission would be the final decision maker for the Concept Plans (i.e. no City Council review). Any Concept Plan submitted for review shall be a minimum of sixty (60) acres, but may include more than sixty (60) acres. A Concept Plan for a property less than ten (10) acres in size must show conformance to an existing, approved Concept Plan in terms of vehicle access and pedestrian connections. The Concept Plan shall illustrate the general location of land uses, basic street layout and treatment of transition areas to adjacent uses. In addition, parking locations, preliminary drainage and utility plans, building placement, open space, and any other requirements of the City of Celina’s General Development Plan (GDP) review. Any proposed street design that differs from the standards of the Engineering Design Manual shall be considered as part of the Concept Plan approval and not require a separate Subdivision Ordinance Variance request. Although the applicant has stated that the landscape plan including streetscape, yards and medians, screening, etc., shall be included in the Concept Plan review, staff suggests that the Landscape Plan be submitted with the Construction Plat, which is the typical submittal timing for these plans. Staff further suggests that, since the “Concept Plan” is identical as Celina’s “General Development Plan,” that the applicant either use the GDP identifier or combine it with their Concept Plan as “Concept Plan/GDP.”

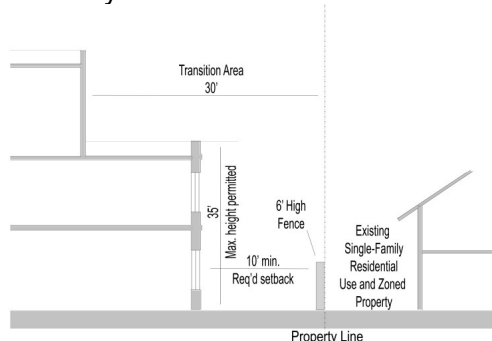
Following the approval by the Planning and Zoning Commission, a more detailed Site Plan shall be submitted for administrative (i.e. staff) review and approval. The Site Plan shall include specific layout of buildings, open space, streets, parking, signage standards, and building elevations. Appeals of the Site Plan decision will be decided by the Planning and Zoning Commission. Any denial of proposed modifications may be taken to the City Council for consideration.

Amendments to the Planned Development standards are proposed by the applicant to be decided by the Planning and Zoning Commission. Any denial of the proposed PD amendments may be taken to the City Council for consideration. Issues of notification and publication of the public hearings have not been addressed. This proposal differs from Celina’s policy of considering a Planned Development amendment as a zoning change, which must be heard by the Planning and Zoning Commission for a recommendation and by the City Council for a final decision. Staff suggests that any amendments to the PD standards be handled as a rezoning case, with public hearings at the Planning and Zoning Commission and City Council and proper notifications, per our Zoning Ordinance regulations and state statutes. Amendments may be brought to the City on a Concept Plan/GDP area level rather than having to amend the entire group area, unless that is requested by the applicant.

Proximity to Single Family – Existing or Planned:

Any Commercial/Mixed Use and/or Industrial/Manufacturing zone shall be placed no closer than

200 feet from any existing or planned single family property line. Any Neighborhood Zone combined with a Commercial/ Mixed Use and/or Industrial/Manufacturing zone shall use a Transition Zone as a buffer. Single family developments may not be located within 200 feet west of Celina Parkway rights-of-way or within 300 feet of the Dallas North Tollway right-of-way.



Residential Exclusionary Buffer Zones:

The applicant is requesting that certain housing types be allowed within the 300 foot zone restricted to non-residential along DNT. This prohibition is in order for the City to maximize its frontage along DNT with businesses that are likely to be employment generators and provide sales tax to the City. The restriction was supported in a 2014 zoning case immediately west of the subject property. In addition, comparative cities such as Frisco and Prosper prohibit single family residential adjacent to DNT. Therefore, staff is asking the applicant to consider the following residential restrictions:

- Celina Parkway, west side – no single family within 200 feet of the right-of-way.
- Celina Parkway, east side – all residential types allowed.
- Dallas North Tollway – no single family or townhomes within 300 feet of the right-of-way.

Pedestrian Orientation and Parking Standards:

Commercial tracts shall incorporate pedestrian-oriented streets to enhance the pedestrian experience and achieve greater connectivity. Parking shall be placed toward the rear of businesses, sidewalks shall be wide and provide seating and landscaping. Off-street parking standards throughout the PD shall be as follows:

- Non-residential – 1 space per 350 square feet
- Industrial/Commercial – 1 space per 500 square feet, excluding warehouse/storage areas
- Multiple Family – 1½ spaces per unit
- Other Residential – 2 spaces per unit
- Lodging – ½ space per room.

Board Review/Citizen Input:

A City Council notice of the public hearing was published in *The Celina Record* on November 25, 2016. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the overall subject property (1,233.2503 acres). Eighty (80) property owners were notified by mail on October 28, 2016. As of the printing of this packet, one letter of support of Group 4 was received and none in opposition.

At the regular Planning and Zoning Commission meeting on November 15, 2016, the Commissioners voted unanimously to recommend approval of the rezoning request, subject to the applicant satisfactorily addressing written staff comments and recommendations presented during the staff report.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Final review of the ordinance by the City's Land Use attorney is required.

Supporting Documents:

- Draft Ordinance

Staff Recommendation:

Staff recommends approval of the rezoning request subject to staff's comments and P&Z's recommendation. The ordinance included illustrates revisions that have not been vetted by city staff. The applicant and staff have been coordinating revisions to the development regulations and a final review will be provided prior to the Council meeting.

Staff recommends approval of the PD subject to the following revisions being completed for standards submitted 11/29 and review sent 12/5:

Exhibit B

1. Provide Group image as it is titled for each PD

Exhibit C

1. Removal of 1. & 2. These items are not typically included in PD regulations and zoning ordinances
2. Revise 3. Heading from Entitlement to Review Process and Administration
3. 3. a. Replace Entitlement to Development
4. Revise item 3. b. to Concept Plan/GDP and use throughout document CP/GDP
Revise CP/GDP PZ approval to "review" throughout document
5. 3. b. Add CP/GDP review per City's public hearing requirements to include mailed public hearing notices to the property owners within 200 feet of the subject tract, public hearing publications, signs posted per our regulations, review and consideration for approval by P&Z and City Council (Sections 14.02.154. 14.02.156, and 14.02.157 of the Celina Code of Ordinances)
6. 3. b. i. 4. a. remove "as well as the City's Comprehensive Plan"
7. 3. b. i. 4. b. iii. Add/revise paragraph to clearly indicate that common areas will not be dedicated to or maintained by the City. They shall be owned and maintained by a property owners association or homeowners association.
8. 3. b. i. 4. b. vii. Add water/sewer before "utility plan"
9. 3. b. i. 4. b. viii. Staff is willing to defer the required tree survey and mitigation plan required at GDP to the time of Site Plan application and Applicant may want to add this exception to the PD regulations.
10. 3. b. i. 4. b. ix. Add "as exists or may be amended" after Sec. 10.03.083
11. 3. b. i. 4. d. v. Add "A TIA may be used to justify the cost share of on-site and off-site roads."
12. 3. b. i. 4. e. Add "Any standards differing from the Subdivision Ordinance shall be processed as a Subdivision Ordinance Variance."
13. 3. b. i. 5. Remove this paragraph

14. 3. c. General Development Plan. Remove since it is being combined with the Concept Plan.
15. 3. f. Major Modifications. Revise “approved” to “considered”
Major Modifications shall be processed as a Concept Plan amendment and outlined in the Code of Ordinances
16. 3. g. Revise CP to CP/GDP
Revise “approved” to “considered”
Remove the last sentence about denial because amendment will go to P&Z and CC for review and consideration
17. 4. a. i. 4. A minimum of MF units will not be required. Provide a cap of Urban MF
18. 4. a. i. 5. Remove Preston Road from Group 1 and Group 2 PD Standards
Remove Celina Parkway and DNT from Group 2, 3, and 4 PD Standards
Remove “alley” from zone separation. Alleys are not wide enough to be an adequate distance buffer in transitions
19. 4. a. iii. 2. Add “Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager, or his/her designee.”

Note: Street trees may be provided in the parkway at the option of the developer to meet landscaping requirements subject to approval by the Director of Planning and Development Services and the Fire Marshall at the time of building permit issuance. If street trees are approved, the developer shall, as a condition of the City's approval, do one of the following, as determined by the City, to fund resulting damages to streets, sidewalks, and utilities: (1) enter into a repair agreement obligating developer to make the repairs and providing financial security of the ability to perform; or (2) consent to annual updates to PID assessments on the Property to fund repair costs.
20. 4. f.
RESIDENTIAL EXCLUSIONARY BUFFER ZONES/LOCATION OF USES
 - Preston Road – within 200’ no SF detached, no TH and no MF
 - Celina Parkway within 300’ (view this roadway similarly to Parkwood in Plano)
 - West of Celina Parkway, MF and TH allowed; no SF detached. West of Celina Parkway should be more heavily commercial.
 - East of Celina Parkway, SF detached, MF and TH allowed.
 - Dallas North Tollway – within 500’ no SF detached, stand-alone MF or TH; MF in vertically integrated only.
 - Within Group 1, place high-density development between the DNT and Celina Parkway; place lower density single family east of Celina Parkway.
 - Within Group 2, preserve the area immediately south of the Old Town Residential area as low-density single family residential.
 - Within Group 3, place employment centers and other high-density commercial development adjacent to the future Outer Loop and Preston Road.
 - Within Group 4, place commercial adjacent to Preston Road, Ousley Parkway and Sunset Boulevard. Group 4 is not appropriate for any Industrial uses.
21. 5. a. Identify “conditional” as a Conditional Use Permit CUP and processing an application in accordance with Division 2, CUP, Celina Code of Ordinances, Zoning Ordinance.
22. Use chart revisions:
Automatic teller machines shall be limited to two (2) in one location
Remove motels as they are not permitted in Celina
Kiosk shall be a C use in Transition Zone and add text “in all instances shall accompany

a main structure and not within 100 feet of a street right-of-way.”

Seasonal businesses shall be revised to be P in C/MU and I/LM

Temporary businesses shall be revised to be P in C/MU and I/LM

All-terrain vehicle dealer/sales or service shall be a C in C/MU and no outdoor display in C/MU

Check cashing services shall be eliminated from C/MU and I/LM

Add “/pay day loans” after check cashing services

Remove convenience store (without gas sales) it is the same a convenience store

Food truck park-revise spelling of vendor

We do not have regulations in our ordinances. Define and provide regulations for this use.

Motorcycle dealer (new and/or repair) no outdoor display permitted in C/MU

Personal watercraft sales (new and/or repair) no outdoor display permitted in C/MU

Recycling kiosk not permitted in C/MU or I/LM

Revise Restaurant ~~(with no drive-through service)~~

Temporary outdoor retail sales/commercial promotion shall be permitted in C/MU, T, and I/LM

Veterinarian-Applicant may want to provide for (outdoor kennels) in I/LM as a C or P

Add (maximum of 250 cars) to auto financing & leasing (indoor)

Separate Tire dealer, with or without open storage

Without open storage shall be permitted in C/MU and I/LM

With open storage shall be permitted in C/MU as a C and in I/LM a P

Microbrewery add a C to C/MU

I/LM uses shall be removed from Group 4 PD Use Table

23. 6. 1. b. Provide minimums for side and rear setbacks

24. Revise Character Zones and Development Standards Table to reflect appropriate roadways

Preston Road is not in Group 1 or 2

Celina Parkway is not in Groups 2, 3, or 4

DNT is not in Groups 2, 3, or 4

25. 6. 3. Street Design Standards

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CITY OF CELINA, TEXAS

ORDINANCE 2016-____
 OLD CELINA LTD. GROUP 1--PD #75

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 434.8573 ACRES OF LAND COMPRISING TRACTS 1 THROUGH 8 MORE FULLY DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" TO BE ZONED AS "PD #75" A PLANNED DEVELOPMENT ZONING DISTRICT IN ACCORDANCE WITH THE "GROUP 1 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS" IN EXHIBIT "C" WITH THE BASE DESIGNATIONS OF MU-2, REGIONAL MIXED USE ZONING DISTRICT, I-1, LIGHT INDUSTRIAL ZONING DISTRICT, AND SF-R, SINGLE FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; REPEALING PD #38, ORDINANCE NO. 2010-02; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin, and Denton County, Texas (the "City") 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, Title 7 Chapter 211 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" attached hereto and incorporated herein (the "Land"); and

WHEREAS, the tracts comprising the Land have been depicted in detail in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, in accord with Section 14.02.151 of the City's ~~code of ordinances~~ Code of Ordinances, the City hereby finds and declares that in recognition of: (a) changing conditions and City of Celina, Ordinance No. 2016-____ Old Celina Ltd.

Page 1

Attachment: Old Celina PD Ordinance Group 1 12.7.16 (1831 : Old Celina Ltd. Group 1 Zoning Ordinance)

circumstances within the locality of the City due to impending growth likely to occur as a result of the extension of the North Dallas Tollway and other infrastructure projects; and (b) recognized changes in technology, the style of living and manner of conducting business occurring in the locality of the City and surrounding communities, including but not limited to, the desire of citizens to live and work in areas with complementary land uses that include high quality housing, retail, offices, commercial services, and employment uses within areas that promote pedestrian and vehicular connectivity and vibrant mixed land use communities; and

WHEREAS, the City Council has determined that, based on circumstances existing on the Effective Date of this Ordinance, it is in the public interest to allow for flexibility in locating and arranging the authorized uses across and throughout the Land, depending upon the final alignment of the North Dallas Tollway and other major parallel arterial streets and that the changes approved herein will be appropriate in the immediate areas concerned and with regards to their relationship to the general area of the City as a whole; and **WHEREAS**, the land use conditions, regulations and development standards set forth in Exhibit “C” attached hereto and incorporated herein (the “Group 1 Old Celina PD Conditions and Development Standards”) incorporate a “Character Zone” methodology, establishing standards and uses consistent with the City’s Comprehensive Zoning Ordinance in regulating land use and development in an orderly, responsible, and flexible manner, while providing predictability within a framework of conditions, standards and uses to enable the owner(s) of the Land within this PD to work together with the City to plan, envision, implement, and optimize development of the Land and provide for certain modifications to such district regulations; and

WHEREAS, the Group 1 Old Celina PD Conditions and Development Standards provide for, entail and clearly outline and describe certain modifications, amendments and supplements to the base zoning designations; and

WHEREAS, the City Council has considered, among other things, the character of the Land and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and has determined that it is in the best interests of the public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City and that PD #38, Ordinance No. 2010-02 should be repealed in its entirety; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council, in compliance with the laws of the State of Texas and the ordinances of the City, 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 Land 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 recitals and 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 (the “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 “PD#75” on the Land described in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 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” , as “PD#75” with base zoning designations of MU-2, Regional Mixed Use zoning district, I-1, Light Industrial zoning district, and SF-R, Single Family Residential Zoning district as revised, amended and supplemented by the Group 1 Old Celina PD Conditions and Development Standards which are described and clearly set forth in Exhibit “C”, attached hereto and incorporated herein. This PD creates standards that supplement, revise and build upon the base zoning designations and ~~that~~ differ in some respects from the requirements of the City’s Comprehensive Zoning Ordinance, ~~with the intent of creating a new and improved manner of land use and public space regulation in the City.~~

4.02 This Ordinance regulates the uses allowed for the Land identified above. All development and construction shall occur in accordance with the requirements of this Ordinance; the concept plans to be set forth for approval subsequent to the approval of this Ordinance as provided herein; the development standards set forth in Exhibit “C” and all other applicable ordinances, rules, and regulations of the City.

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 Land shall be used only in the manner and for the purposes provided for in this Ordinance and the Comprehensive Zoning Ordinance of the City of Celina, as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

Ordinance No. 2010.02, PD #38, is hereby repealed in its entirety. In addition and notwithstanding, 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 any 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 the 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 past 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 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 decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of December, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Old Celina PD Ordinance Group 1 12.7.16 (1831 : Old Celina Ltd. Group 1 Zoning Ordinance)

EXHIBIT A

The Land

Comprising The Tracts Described Herein By Metes And Bounds

TRACT 1 (40.233 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 20081203001382730, Deed Records, Collin County, Texas and being more particularly described as follows:

All that certain tract or parcel of land situated in the Henry Bentley Survey, Abstract Number 124 and the B.B.B. & C.R.R. Survey, Abstract Number 132, County of Collin, State of Texas, said tract being all of a called 30.45 acre tract as described in deed to Dorothea Cornelius, filed 24 April 2007, and recorded in county clerks number 07-000549120 of the deed records of the County of Collin, State of Texas, and said tract being part of a called 11.13 acre tract as described in deed to Cornelius Family Revocable Trust, filed 24 April 2007, and recorded in county clerks number 07-000549090 of said deed records, and being more fully described as follows:

Beginning for the southwest corner of the tract being described herein at a found 1/2 inch rebar, said rebar being the southwest corner of said Cornelius 30 acre tract, some being the southeast corner of a called 99.028 acre tract as described in deed to Old Celina, Ltd filed 11 June 2002, and recorded in volume 5208 page 3408 of said deed records, said rebar also being on the north line of a called 73.558 acre tract as described in deed to Old Celina, Ltd, filed 11 June 2002, and recorded in volume 5208 page 3382 of said deed records;

Thence: North 00 degrees 28 minutes 22 seconds West, with the west line of said Cornelius 30 acre tract, and with the east line of said Old Celina 99 acre tract, a distance of 867.05 feet to a found 3/8 Inch rebar for the northwest corner of said Cornelius 30 acre tract, same being the southwest corner of a called 39.02 acre tract as described in deed to the City of Celina, filed 10 October 2000, and recorded in volume 4770 page 2324 of said deed records;

Thence: North 88 degrees 39 minutes 42 seconds East, with the south line of said City tract, a distance of 1561.03 feet to a set 1/2 inch steel square tubing for the southeast corner of said City tract, some being the southwest corner of a called 0.8024 acre tract as described in deed to the City of Celina; filed 01 September 2004, and recorded in volume 5744 page 4860 of said deed records;

Thence: North 88 degrees 29 minutes, 00 seconds East, with the south line of said City tract, a distance of 224.07 feet to a set 1/2 inch steel square tubing for the northeast corner of this tract, said tubing being on the west right of way line of Farm to Market Road Number 428, and said tubing being in a curve to the left having a central angle of 01 degrees 37 minutes 20 seconds, and a radius of 1190.91 feet and a chord bearing of South 40 degrees 42 minutes 20 seconds East, and a chord distance of 33.72 feet;

Thence: With said curve to the left and with the west line of said road an arc length of 33.72 feet to a set 1/2 inch steel square tubing for the end of said curve;

Thence: South 41 degrees 31 minutes 00 seconds East, with the west line of said road a distance of 20.40 feet to a set 1/2 inch steel square tubing for the start of a curve to the right having a central angle of 40 degrees 02 minutes 00 seconds, and a radius of 1101.03 feet, and a chord bearing of South 21 degrees 30 minutes 00 seconds East, and a chord distance of 753.75 feet;

Thence: With said curve to the right and with the west line of said road an arc length of 769.31 feet to a set 1/2 inch steel square. Tubing for the end of said curve;

Thence: South 01 degrees 29 minutes 00 seconds East, with the west line of said road, a distance of 129.80 feet to a set 1/2 inch steel square tubing for the southeast corner of this tract, same being the northeast corner of Exhibit "C" a called 28.15 acre tract as described in Partition Deed to Sandra Short Osborne, filed 12 March 1986, and recorded In volume 2325 page 801 of said deed records;

Thence: South 88 degrees 54 minutes 08 seconds West, with the north line of said Osborne tract, a distance of 1332.93 feet to a found 1 inch pipe by a pipe fence corner post for the northwest corner of Tract One a called 15.66 acre tract as described in deed to Jerry L. Moore, filed 24 October 1994; and recorded in county clerks number 94-0095870 of said deed records, same being the northeast corner of a called 16.141 acre tract as described in deed to Old Celina Ltd., filed 11 June 2002, and recorded in volume 5208 page 3366 of said deed records;

Thence: South 89 degrees 05 minutes 50 seconds West, with the north line of said Old Celina 16 acre tract, a distance of 759.97 feet to the POINT OF BEGINNING and containing 40.233 acres of land.

TRACT 2 (0.837 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 20081203001382730, Deed Records, Collin County, Texas and being more particularly described as follows:

All that certain tract or parcel of land situated in the B.B.B. & C.R.R. Survey, Abstract Number 132, County of Collin, State of Texas, said tract being part of a called 11.13 acre tract as described in deed to Cornelius Family Revocable Trust, filed 24 April 2007, and recorded in county clerks number 07-000549090 of the deed records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the southeast corner of the tract being described herein at a set 1/2 inch steel square tubing on the east line of said Cornelius tract in a county road said tubing being a southwest corner of a called 107.207 acre tract as described to deed to Martha Ann King and Peggy Sue Earthman filed 29 December 1992, and recorded in county clerks number 92-0091305 of said deed records, said tubing also being on the east right of way line of Farm to Market Road Number 428;

Thence: South 88 degrees 31 minutes 00 seconds West, with the east line of said road a distance of 45.05 feet to a set 1/2 inch steel square tubing for the start of a curve to the left having a central angle of 16 degrees 36 minutes 28 seconds, and a radius of 1191.03 feet, and a chord bearing of North 32 degrees 12 minutes 35 seconds West, and a chord distance of 344.03 feet;

Thence: With said curve to the left and with the east line of said road, an arc length 345.23 feet to a set 1/2 inch steel square tubing for the northwest corner of this tract, said tubing being in Collin County Road Number 56;

Thence: North 88 degrees 29 minutes 00 seconds East, with the north line of said Cornelius tract, and with said road a distance of 220.82 feet to a set 1/2 inch steel square tubing for the northeast corner of said Cornelius tract, and said tubing being on the west line of said King tract, said tubing also being at the intersection of said county roads;

Thence: South 01 degrees 29 minutes 00 seconds East, with the east line of said Cornelius tract, and with the west line of said King tract, and with the center of said county road, a distance of 295.86 feet to the POINT OF BEGINNING and containing 0.837 of an acre of land.

TRACT 3 (38.545 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2003-0231729, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING a tract of land situated in Collin County, Texas and being in the Henry Bentley Survey, Abstract No. 124 and being A part of that certain tract of land known as Tract One, conveyed to Clifford Gee McKnight, as recorded in Volume 2430, Page 665, of the Deed Records of Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 ½ inch iron pipe found for corner, said corner being in the south, right-of-way line of F.M. Highway No. 455 (a public thoroughfare) and also being the northeast corner of a tract of land conveyed to Rex Glendenning, et ux, as recorded in Volume 4408, Page 1763, D.R.C.C.T.:

THENCE North 88 degrees 23 minutes 45 seconds East along said south right-of-way line, a distance of 885.98 foot to a 3/8-inch iron rod found for corner, said corner being the northwest corner of a tract of land conveyed to Hassan Badii, as recorded in Volume 2031, Page 943, D.R.C.C.T.;

THENCE South 00 degrees 48 minutes 00 seconds East along the west line of said Badii tract, and along the west line of a tract of land conveyed to Stephen Harold Mills, as recorded in Volume 4987, Page 3011. D.R.C.C.T. and the west line of a tract of land conveyed to the City of Celina, as recorded in Volume 4770, Page 2324, D.R.C.C.T., a distance of 2150.90 feet to a 5/8-inch iron rod found for an ell corner of said City of Celina tract;

THENCE South 89 degrees 02 minutes 12 seconds West along the most southerly north line of said City of Celina tract, a distance of 881.92 feet to 1/2-inch iron rod with cap stamped "ALLIANCE" found for corner, said corner being on the east line of the aforementioned Glendenning tract;

THENCE North 00 degrees 54 minutes 23 seconds West along the east line of said Glendenning tract, a distance of 2140.98 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 1,896,815 square feet or 43.545 acres of land.

SAVE AND EXCEPT the following 5.00 acres to the City of Celina for Park Purposes:

BEING all that certain tract or parcel of land situated in the H. BENTLEY SURVEY, Abstract No. 124 in the City of Celina, Collin County, Texas and being out of a 44.50 acre tract of land described in deed to Clifford Gee McKnight, recorded in Volume 2430, Page 665 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING of a 1/2-inch iron rod found at the southeast corner of said McKnight tract of land, being an ell corner for a 39.02 acre tract of land described in deed to the City of Celina, recorded in Volume 4770. Page 2324, D.R.C.C.T.;

THENCE S 89°03'24" W, along the common line of said McKnight and City of Celina tracts, a distance of 881.83 feet to a 1/2-inch iron rod found for a corner on the easterly line of a 99.028 acre tract of land described in deed to Rex Glendenning, recorded In Volume 4408, Page 1763, D.R.C.C.T.;

THENCE N 01°05'22" W, along the common line of said McKnight and Glendenning tracts, a distance of 246.81 feet to a 1/2-inch capped iron rod (stamped "SRA 3225") set for a corner;

THENCE N 89°03'24" E, departing said common line, a distance of 883.07 feet to a 1/2-inch capped iron rod (stamped "SRA 3225") set for a corner on the westerly line of the aforesaid City of Celina tract of land;

THENCE S 00°48'00" E, along the common line of said McKnight and City of Celina tracts, a distance of 246.81 feet to the POINT OF BEGINNING and containing 217,800 square feet or 5.000 acres of land, more or less.

Leaving a net area of 38.545 acres.

TRACT 4 (99.028 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2002-0098688, Deed Records, Collin County, Texas and being more particularly described as follows:

Being a tract of land situated on the Henry Bentley Survey, Abstract No. 124, Collin County, Texas, and also being all of a 52.807 acre tract and a 46.4818 acre tract conveyed to Douglas Barker d/b/a/ Barker Brothers Land Cattle Company as recorded in Volume 1343, page 599 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found for corner at the northeast corner of said 46.4818 acre tract, said iron rod also being in the south right-of-way line of FM 455 (a 90' ROW);

THENCE South 01 degrees 04 minutes 43 seconds East a distance of 2150.13 feet to a 1/2 inch iron rod found for corner;

THENCE South 00 degrees 43 minutes 32 seconds East a distance of 1605.62 feet to a 1/2 inch iron rod found for corner in the north line of 73.558 acre tract as recorded in Volume 3965, Page 2169, D.R.C.C.T.;

THENCE South 88 degrees 18 minutes 39 seconds West following the north line of said 73.558 acres a distance of 824.02 feet to 2 inch iron pipe found for corner at the northeast corner of said 73.558 acre tract;

THENCE South 88 degrees 30 minutes 52 seconds West a distance of 2900.39 feet to wood fence post in the creek for corner;

THENCE North 00 degrees 59 minutes 11 seconds West a distance of 421.72 feet to 1/2 inch iron rod found for corner at the southwest corner of a 75.0307 acre tract as recorded in County Clerk No. 94-0092806 of Collin County, Texas;

THENCE North 87 degrees 43 minutes 39 seconds East following the south line of said 75.0307 acre tract a distance of 2922.26 feet to a 1 inch iron pipe found for corner at an ell corner of said 75.0307 acre tract;

THENCE North 00 degrees 48 minutes 41 seconds West following the east line of said 75.0307 acre tract a distance of 3339.14 feet to a 60d nail found for corner in County Road No. 8;

THENCE North 88 degrees 19 minutes 00 seconds East following said County Road No. 8 a distance of 75.37 feet to a 60d nail found for corner in the south ROW line of said FM No. 455, said 60d nail also being in a curve to the left with a chord bearing of South 80 degrees 57 minutes 03 seconds East and a chord distance of 241.64 feet;

THENCE along said curve to the left following the south ROW line of said FM No. 455 through a central angle of 21 degrees 27 minutes 53 seconds a radius distance of 648.80 feet and an arc distance of 243.06 feet to a 1/2 inch iron rod set for corner;

THENCE North 88 degrees 19 minutes 00 seconds East following the south ROW line of FM No. 455 a distance of 483.09 feet to the POINT OF BEGINNING and containing 4,313,677 square feet or 99.028 acres of land, more or less.

TRACT 5 (93.523 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2002-0098684, Deed Records, Collin County, Texas and being more particularly described as follows:

SITUATED in Collin County, Texas, in the George Wiley Survey, Abstract No. 988, and the Samuel McCullough Survey, Abstract No. 593, being a resurvey of the 73.32 acre FIRST TRACT and the SECOND TRACT as described in a deed from Annie S. Yager to T.S. Yager, et al dated August 7, 1981, recorded in Volume 1421, Page 15 of the Collin County, Deed Records, being described by metes and bounds as follows:

BEGINNING at an iron pipe found in the north R.O.W. line of Farm Road No. 428, at the northeast corner of the 1.622 acres R.O.W., Ref. V. 491, P. 47, at the southwest corner of the Rex Glendenning 73.558 acres, Ref. V. 3968, P. 2169;

Thence westerly with said north R.O.W. line (the north line of said 1.622 acres) as follows:

South 89 degrees 05 minutes west, 17.5 feet;

South 88 degrees 43 minutes west, 1552.31 feet with said north R.O.W. line (the north line of said 1.622 acres) to an iron pin set at the northwest corner of said 1.622 acres, and at the southeast corner of the Robert L. King 86.849 acres, Ref. V. 1560, P. 259;

Thence north 0 degrees 43 minutes 22 seconds west, 2594.58 feet with the west line of said 73.32 acre tract and the east line of said 86.849 acre tract to an iron pin set at the northwest corner of said 73.32 acre tract and the northeast corner of said 86.849 acres, same being in the south line of the Douglas Parker 99.288 acres;

Thence north 88 degrees 40 minutes east, 1569.81 feet with the north line of said 73.32 acre tract and the north line of said SECOND TRACT and with the south line of said 99.288 acres to a 2" iron pipe found at the northeast corner of said SECOND TRACT and the northwest corner of said 73.558 acre tract;

Thence south 0 degrees 43 minutes 23 seconds east, 2596.06 feet with the east line of said SECOND TRACT and the west line of said 73.558 acre tract to the PLACE OF BEGINNING and containing 93.523 acres of land.

TRACT 6 (16.141):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2002-0098680, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING a tract of land situated in the Samuel McCullough Survey, Abstract No, 593, Collin County, Texas and also being all of a 16 acre tract as recorded in County Clerks No. 94-0111727, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for corner, said iron rod being in the North right of way line of F. M. 428, said iron rod also being the most southwest corner of a tract conveyed to Randall L. & wife Bonnie P. Moore as recorded in Volume 995, Page 219 of the Deed Records of Collin County, Texas;

THENCE North 89 degrees 04 minutes 23 seconds West following the north ROW line of said F.M. No. 428 a distance of 30.53 feet to a 1/2 inch iron rod found;

THENCE North 00 degrees 44 minutes 59 seconds East a distance of 2604.08 feet to a 1/2 inch iron rod found for corner,

THENCE South 89 degrees 26 minutes 08 seconds East a distance of 350.00 feet to a axle found for corner;

THENCE South 00 degrees 43 minutes 06 seconds West a distance of 1947.51 feet to a 1/2 inch iron rod found for corner in the north line of said Moore tract;

THENCE North 89 degrees 19 minutes 15 seconds West following the north line of said Moore tract a distance of 319.00 feet to a 1/2 inch iron rod set for corner;

THENCE South 0 degrees 53 minutes 01 seconds West following the west line of said Moore tract a distance of 657.40 feet to the POINT OF BEGINNING and containing 703,115 square feet or 16.141 acres of land.

TRACT 7 (73.558 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2002-0098683, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING a tract of land situated in the Samuel McCullough Survey, Abstract No. 593, Collin County, Texas and also being part of a 73.32 acre tract as recorded in Volume 348, Page 8 of the Deed Records of Collin County, Texas, and also being all of a 21 acre tract as recorded in Volume 577, Page 246 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for corner, said iron rod being in the North right of way line of F.M 428, said iron rod also being the most Southwest corner of a 16 acre tract as recorded in County Clerks No. 94-0111727;

THENCE North 89 deg. 04 min. 23 sec. West following the North ROW line of said F.M. No. 428 a distance of 1231.00 feet to a 1/2 inch square iron rod found for corner at the Southeast corner of a tract conveyed to T.S. Yager and wife, Margret Yager in Volume 1231, Page 724, D.R.C.C.T.;

THENCE North 00 deg. 41 min. 20 sec. East following the East line of said Yager tract a distance of 2596.00 feet to a 2 inch iron pipe found for corner;

THENCE South 89 deg. 26 min. 56 sec. East a distance of 1233.75 feet to a 1/2 inch iron rod found for corner at the Northwest corner of said 16 acre tract;

THENCE South 0 deg. 44 min. 59 sec. West following the West line of said 16 acres a distance of 2604.08 feet to the POINT OF BEGINNING and containing 3,204,198 square feet or 73.558 acres of land.

TRACT 8 (72.9923 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2002-0098682, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING a tract of land situated in the Henry Bentley Survey, Abstract No. 124, Collin County, Texas, and being a portion of a 99.301 acre tract of land as conveyed to Russ W. Myers to 4M Development, Inc. as recorded in County Clerk's File No. 94-0092806, Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most northwest corner of said 99.301 acre tract, same being in an ell corner of County Road No. 8;

THENCE, along the west line of said 99.301 acre tract, same being the east line of a 36.92 acre tract as conveyed to George Menosky as recorded in Volume 1078, Page 7, Deed Records, Collin County, Texas, and the east line of a 2.589 acre tract as conveyed to Roscoe H. Brewer, as recorded in Volume 2139, page 221, Deed Records, Collin County, Texas, South 01 degrees 09 minutes 50 seconds East, a distance of 1003.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the POINT OF BEGINNING of the following described tract:

THENCE, along the south line of a 5.1038 acre tract conveyed to Darl Lynn Nigh and Frances Nigh, as recorded by County Clerk's File No. 96-0082006, Deed Records, Collin County, Texas, South 66 degrees 23 minutes 09 seconds East a distance of 470.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the South line of said 5.1038 acre tract, South 01 degrees 04 minutes 28 seconds East, a distance of 31.35 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along said South line, North 88 degrees 55 minutes 32 seconds East a distance of 366.53 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner on the West line of a 99.2888 acre tract of land conveyed to Douglas Barker, as recorded in Volume 1343, Page 599, Deed Records, Collin County, Texas;

THENCE, along said West line of a 99.2888 acre tract, South 00 degrees 46 minutes 58 seconds East a distance of 2,099.44 feet, to a 5/8 inch iron pipe found for the Southeast corner of said 99.301 acre tract and being an ell corner of said 99.2888 acre tract;

THENCE, along the North line of said 99.2888 acre tract, South 87 degrees 44 minutes 58 seconds West a distance of 2,922.24 feet, to a 1/2 inch iron rod found for corner;

THENCE, generally along a fence row, North 00 degrees 55 minutes 08 seconds West a distance of 788.48 feet, to a 1/2 inch iron rod found in the crotch of three large Hackberry trees at the junction of the evidence of an old North-South fence and evidence of an old fence from the East, and being on the South line of a 73.047 acre tract as conveyed to Douglas Barker, as recorded in Volume 1159, Page 423, Deed Records, Collin County, Texas;

THENCE, along the South line of said 73.047 acre tract, North 87 degrees 45 minutes 55 seconds East a distance of 2,144.18 feet, to a 5/8 inch iron rod found for the Southeast corner of said 73.047 acre tract;

THENCE, along the East line of said 73.047 acre tract, North 01 degrees 47 minutes 07 seconds West a distance of 437.83 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the East line of said 73.047 acre tract, North 01 degrees 09 minutes 50 seconds West a distance of 366.97 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southwest corner of a 5.0227 acre tract as conveyed to Robert Jake Jones and Virginia C. Jones;

THENCE, along the South line of said 5.0227 acre tract, North 88 degrees 55 minutes 32 seconds East a distance of 365.91 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southeast corner of said 5.0227 acre tract;

THENCE, along the East line of said 5.0227 acre tract, North 01 degrees 04 minutes 28 seconds West a distance of 438.70 feet, to the point of curvature of a curve to the left having a central angle of 65 degrees 18 minutes 41 seconds and a radius of 120.00 feet;

THENCE, continuing along said East line and said curve to the left, for an arc length of 136.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, along the North line of said 5.0227 acre tract, North 66 degrees 23 minutes 09 seconds West a distance of 326.99 feet, to the Northernmost corner of said 5.0227 acre tract;

THENCE, North 01 degrees 09 minutes 50 seconds West a distance of 66.08 feet, to the POINT OF BEGINNING and containing 72.9923 acres of land, more or less.

EXHIBIT B

Graphic Depiction Of The Land

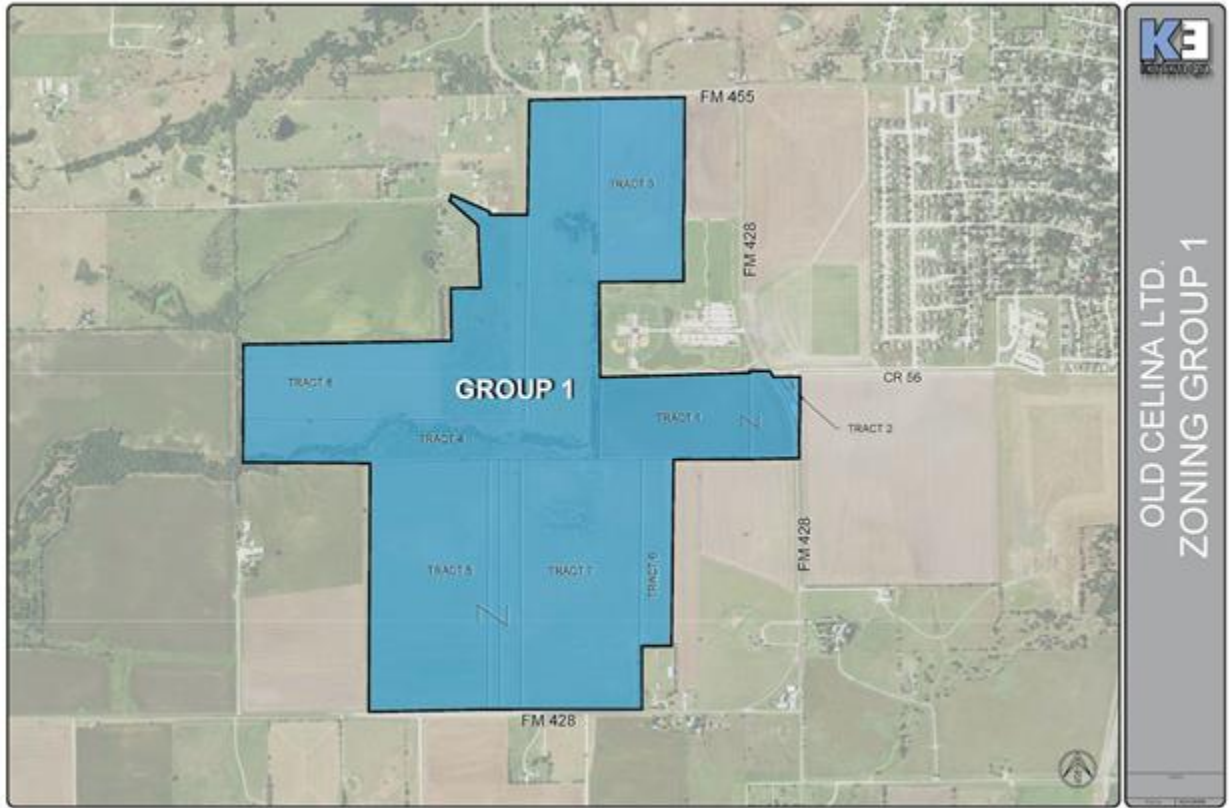


EXHIBIT C

GROUP 1 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

Attachment: Old Celina PD Ordinance Group 1 12.7.16 (1831 : Old Celina Ltd. Group 1 Zoning Ordinance)

1. **Purpose and Intent.** The purpose of the Planned Development District NO. 75 is to create a vibrant pedestrian friendly development that promotes the ability to grow with the increased market demand of Celina. The PD is intended to:
 - a. Allow a mixture of complementary land uses that include housing, retail, offices, commercial services, and employment uses to create economic vitality;
 - b. Emphasize vehicular and pedestrian connectivity to adjacent opportunities and land uses that balances neighborhood integrity with transportation benefits of connectivity, market demand for development and regional access;
 - c. Establish development standards to create development of quality;
 - d. Encourage the development of vertical and horizontal mixed-use areas that are safe, comfortable and attractive to pedestrians;
 - e. Provide flexibility in the siting and design of new developments and redevelopment to anticipate changes in the marketplace while establishing human-scaled residential and non-residential buildings; and
 - f. Include a range of residential options that reflect changing lifestyles while balancing market demand and community preferences;
2. **Relationship to the City's Comprehensive Plan.** The submission of this PD correlates directly with many goals recommended by the Celina Comprehensive Plan. This PD assists in fulfilling Land Use and Transportation Goals as referenced below.
 - a. LU Goal 1: The City of Celina will promote orderly development and redevelopment to achieve a pattern of balanced, interrelated, compatible and varied uses of land.
 - b. LU Goal 2: Guide growth into a sound, sustainable pattern of land use that maintains growth capacity, provides for a fiscally responsible approach to infrastructure expansion, and demonstrates sound stewardship of the environment.
 - c. LU Goal 4: Promote the creation of suburban character development that is attractive, safe, practical, and accessible to necessary facilities and services.
 - d. LU Goal 5: Promote and support the development of well-designed centers for jobs, shopping, culture, entertainment and housing.
 - e. LU Goal 6: Create a large-scale commercial center along the proposed Dallas North Tollway to draw visitors and to serve as a destination point for the city and the region. Allow for a wide mix of retail, personal services, dining, entertainment and complementary residential opportunities.

- f. LU Goal 7: Promote development that integrates at least two primary, mutually supporting uses on the same site.
- g. T Goal 1: Plan and develop an efficient and effective roadway network that will serve the future needs of Celina.
- h. T Goal 2: Identify, provide for and promote alternatives to single-occupant automobiles as viable means of travel within and through Celina.

3. **Review Process and Administration.**

- a. **Plan Review Process.** Development of land for construction includes two steps plus plat approval. The first step is the CP/GDP review and Planning and Zoning Commission (PZ) approval. The second step is site plan review and administrative approval.
- b. **Concept Plan/General Development Plan (CP/GDP).** The CP/GDP is intended to illustrate the general development pattern and character of the Planned Development. A CP/GDP approved by PZ shall be required before a site plan can be approved administratively. The CP/GDP may be submitted for approval before or at the time of site plan, with the site plan administrative approval running concurrent to PZ review of the CP/GDP.
 - i. The applicant shall submit a CP/GDP and supporting information with the following requirements:
 - 1. CP/GDP shall cover an area of at least 60 acres or the size of the area delineated within this Planned Development, whichever is smaller.
 - 2. For any property less than 10 acres, the CP/GDP shall align with the context around the CP/GDP area. This can be established by:
 - a. Showing the existing (or proposed if none exist) CP/GDP's adjacent to the site and showing how the current CP/GDP aligns vehicle and pedestrian connections;
 - b. Extending potential pedestrian and vehicular connections to adjacent property; and/or
 - c. Showing how this CP/GDP is compatible with adjacent property.
 - 3. CP/GDP shall be noticed by signs and to owners within 200 feet of the subject area
 - 4. A CP/GDP is not intended to be a detailed proposal; rather, it shall illustrate the general location of land uses, basic street layout and treatment of

transition areas to adjacent uses. The CP/GDP shall illustrate the proposed general design direction of the site with dimensional guidelines that provide adequate information about the design intent, intensity and phasing of the proposed plan.

5. The CP/GDP shall:

- a. Demonstrate compliance with the Planned Development's purpose and development standards.
- b. Prescribe requirements for a complete CP/GDP submittal including:
 - i. Delineation of Character Zones for the development including one or more areas designated as (1) Commercial/Mixed Use, (2) Transition, (3) Neighborhood, and/or (4) Industrial/Light Manufacturing per the Development Standards Table in Section 6 below;
 - ii. The layout of proposed mandatory blocks and streets and conceptual bikeways, trails and pedestrian paths;
 - iii. The location and acreage of open space meeting at least the minimum required (see Development Standards Table in Section 6 below) as well as the type of open space;
 - iv. The location within each Character Zone of uses delineated generally as non-residential (retail, office, industrial), mixed use (both residential and non-residential), residential, and open space ;
 - v. The approximate placement of buildings and anticipated scale if known at the time of CP/GDP;
 - vi. General parking locations (surface and structured);
 - vii. Preliminary drainage and water/sewer plan; and
 - viii. Any additional materials needed to fulfill the requirements of a General Development Plan as described in Sec. 10.03.082 (g) of the City of Celina Code of Ordinances. A tree survey and mitigation plan may be delayed until site plan.

- ix. Fulfilling these requirements shall satisfy the requirements under the City of Celina Subdivision Ordinance for General Development Plans, Sec. 10.03.083, as exists or may be amended.
- c. Include a narrative that provides:
 - i. A statement of the purpose and intent of the proposed CP/GDP in terms of the anticipated nature of the development in each respective Character Zone at buildout, likely phasing, strategies to integrate natural features;
 - ii. A description of the mix of land uses and the anticipated design elements that will ensure compatibility both within the development site, and with adjacent land uses and development patterns.
- d. Statistical information including:
 - i. Gross acreage of the site, and net acreage of the site (less streets and open space);
 - ii. Amount of land devoted to open space (meeting the minimum required as established in the Development Standards Table below in Section 6), both in acres and as a percentage of the gross acreage of the site;
 - iii. The approximate amount of land devoted to different character zones, both in acres and as a percentage of the gross acreage of the site;
 - iv. A general plan for pedestrian, bicycle and vehicular circulation describing the general design capacity of the system as well as access points to community wide networks;
 - v. A traffic impact analysis (when submitting CP/GDP concurrently with site plan, the traffic impact analysis shall analyze the overall CP/GDP area. Where traffic impacts are less than 50 cars per hour per drive a traffic summary letter shall only be required). In addition, a TIA may be used to justify the cost share of on-site and off-site roads; and

- vi. The maximum allowable building coverage and maximum height by each component area.
 - e. Street design standards (if different from City standard streets), including general streetscaping and pedestrian and cycling realm concepts such as general sidewalk dimensions associated with respective street types and trail concepts; and
 - f. A landscape CP/GDP that includes: general layout for proposed landscaping including aspects of the public realm such as trees, streetscape treatments, front yards, and medians; proposals for required parking lot landscaping, screening, design concepts for all open spaces, lighting and any other information required by the City, all or a portion of which may be deferred to site plan.
- 6. The applicant may request that the PZ waive any of the foregoing requirements of the CP/GDP that are not applicable to the review of a specific development and defer them to the site plan approval stage.
- c. **Site Plan.** A site plan administratively approved by the City Manager or his/her designee shall be required before a plat can be submitted for all development. Applications for site plans shall be submitted only after PZ has approved a CP/GDP for that area incorporated by the site plan.
 - i. The City Manager or his/her designee shall make a decision on a site plan only after receiving a recommendation of City Staff.
 - ii. In addition to information required by City standards for site plans, an application for site plan approval shall include:
 - 1. Any specific standards for signage that provide a design palette addressing the location, lighting, colors and materials for all development oriented signage in the site plan (tenant specific signage may be deferred to certificate of occupancy). Any signage not permitted by City of Celina Code of Ordinances shall be permitted to file for meritorious exception, Sec. 3.07.010 and apply through the requirements stated in that section; and
 - 2. Specific parking layout, parking count, and parking lot landscaping.
 - iii. Provide building elevations including materials, configurations of all building elements such as roofs, walls, doors, windows, openings and other architectural features, and specify the materials and configurations permitted) for walls, roofs, openings and other elements.

1. The minimum and maximum building setbacks by Character Zone;
 2. Building design standards for the proposed development specifying the range of materials and building configurations using diagrams or imagery as necessary; and
 3. Development standards (from Section 6 below) not already provided in the CP/GDP, by Character Zone, on the site plan and/or in the form of a table where needed.
- d. **Minor Modifications.** The City Manager or his/her designee may approve modifications to the CP/GDP, site plan or any standards in the Planned Development after a consultation with City Staff based on unique site conditions, creative design approaches, changed market conditions and the overall development context at the time of the application. Those minor modifications shall be allowed as long as they do not:
- i. Conflict materially and substantially with already approved adjacent site plans or constructed development under this Planned Development;
 - ii. Change the area of a Character Zone by more than 30% in land area of the original Character Zone;
 - iii. Shift thoroughfares and/or collectors by more than 200 feet;
 - iv. Substantially change the circulation of the major street/trail network; and/or
 - v. Substantially reduce the amount open space or fail to replace in another location, and in no case fall below the 5% minimum required.
- e. **Major Modifications.** Any modification beyond the permitted minor modifications shall be considered by PZ after recommendation from the City Manager or his/her designee. A denial of that approval may be appealed to the City Council by the Applicant.
- f. **Amendments to Approved Plans or Development Standards.** The CP/GDP shall establish an overall vision for the proposed development within the framework of flexible design standards as established by the applicant in conjunctions with the PZ. Any amendments to the entire CP/GDP that are beyond minor modifications shall be considered a major change to an approved CP/GDP and shall be considered by the PZ after recommendation from the City Manager or his/her designee if consistent with the intent of the Planned Development. A denial of that approval may be appealed to the City Council by the Applicant.
- g. **Appeals to Administrative Decision.** All other appeals of administrative decisions by the City Manager or his/her designee on the Site Plan or Minor Modifications shall be heard by the City Council with recommendation from the Planning and Zoning Commission.

4. ***Establishing District Standards.***

a. General.

- i. Application of the Character Zones within the CP/GDP shall adhere to the following requirements:
 1. Any single character zone can be used entirely within a CP/GDP.
 2. If a Neighborhood Zone is used in conjunction with Industrial/Manufacturing or Commercial Mixed-Use zones, the Transition Zone shall be used to buffer the Neighborhood Zone.
 3. Generally, if the PD is adjacent to existing or planned Single-Family land uses (except in Corridor Overlay Areas), Industrial/Manufacturing or Commercial Mixed-Use zones shall be placed no closer than 200 feet from the single-family use property line, with Transition and/or Neighborhood zones being used within that area.



BUILDING SCALE APPROACH USED AT TRANSITION ZONE

4. The minimum multifamily density shall be set at 1600 suburban multifamily and unlimited urban multifamily within the PD Group 1 area.
5. In the case that the Industrial/Manufacturing or Commercial Mixed-Use zones are within a Corridor Overlay Area (Dallas North Tollway or Celina Parkway) the zones shall be separated by a public street or alley, with transition standards for the development applicable to the height and mass of the development, see Section 7 d. *Single-Family Transition Standards.*
- ii. Pedestrian Oriented Streets are used within the CP/GDP to achieve a higher level of pedestrian activity and connectivity. The amount of the required Pedestrian

Oriented Streets in any one CP/GDP is determined by the character zone, within the Development Standards Table in Section 6 below.

iii. Pedestrian Oriented Streets include design considerations as follows:

1. Limiting use of curb cuts along the Pedestrian Oriented Street;
2. Planting street trees between the curb and the sidewalk, or within tree wells in the sidewalk area;
3. Include the use of traffic calming designs (narrowing of pavement section, striping, elevated crosswalks, etc.);
4. Adhering to the setback range according to the Development Standards; and
5. Utilizing shading devices along the non-residential or mixed-use building frontage, such as porches, awnings, pergolas and other similar shade devices.

iv. Open space along a street shall count towards Pedestrian Oriented Street requirement.

- b. Commercial Mixed-Use. Intended to be used for commercial uses and mixed-use developments for urban, semi-urban or suburban developments. Generally, this character zone should be used within a Corridor Overlay Area and within areas intended for placemaking or neighborhood centers.
- c. Transition. Intended to have a mix of neighborhood services, small office and variety of housing types to appropriately transition neighborhood residential to commercial and industrial/manufacturing zones.
- d. Neighborhood. Primarily residential with variety types and sizes of lots.
- e. Industrial/Light Manufacturing. Primarily employment with neighborhood services.
- f. Corridor Overlay Areas along Dallas North Tollway and Celina Parkway. The following standards shall apply within 200 feet of Celina Parkway, in addition to 500 feet of Dallas North Tollway.
 - i. Single Family with lots greater than 30 feet in width shall not be permitted within the Corridor Overlay Areas.
 - ii. Single Family 30 feet or less in width:

1. Shall be permitted within the Celina Parkway Corridor Overlay Areas.
2. Shall be permitted between 200 feet and 500 feet of the Dallas North Tollway Corridor Overlay Area.
- iii. Single Family Townhouse (Attached) residential shall be permitted within all Corridor Overlay Areas.
- iv. Multi Family – Minimum 4 stories with surface parking: shall be permitted within all Corridor Overlay Areas.
- v. Multifamily – Minimum 3 stories with surface parking: shall be allowed in all Corridor Overlay Areas except for Dallas North Tollway.
- vi. Transition from existing single family within a Corridor Overlay Area shall be provided through the use of a street or alley, while following the Section 7 d. *Existing Single-Family Transition Standards*.

5. Schedule of Uses

- a. The following Uses Shall be Permitted by Right (unless otherwise indicated as conditional) by Character Zone as established by the CP/GDP:

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
RESIDENTIAL				
Accessory building/structure (residential)			P	
Accessory building/structure (non-residential)	P	P	P	P
Accessory dwelling ¹		P	P	
Caretaker's/guard's residence	C	C	C	C
Community home		P	P	
Duplex/two-family				
Dwelling unit aboveground floor business	P	P	P	

¹ Accessory dwelling for this PD is intended to be permitted as an additional dwelling unit above or to the side of a detached garage, or may also be attached or detached individually to the primary residence on the site. There is no lot size minimum for inclusion of an accessory dwelling within this PD.

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Family home adult care		C	C	
Family home child care		C	C	
Four-family (quadraplex, stacked residential within one structure)	P	P	P	
Home occupation	P	P	P	
Living quarters on-site with a business	C	C	C	C
Multifamily	P	P		
Private street subdivision		C	C	
Rooming/boarding house	C			
Single-family detached		P	P	
Single-family industrialized home				
Single-family townhouse (attached)		P	P	
Single-family zero lot line/patio homes		P	P	
Three-family (triplex)		P	P	
OFFICE				
Armed services recruiting center	P	P		P
Bank/credit unions	P	P		P
Credit agency	P	P		P
Insurance agency offices	P	P		P
Offices (brokerage services)	P	P		P
Offices (health services)	P			P
Offices (legal services)	P	P		P
Offices (medical office)	P			P
Offices (professional and general business)	P	P		P
Real estate offices	P	P		P
Savings and Loan	P			P
Security monitoring company (no outside storage)	P			P
Telemarketing agency	P			P
PERSONAL & BUSINESS SERVICES				
Ambulance service (private)	C			P
Appliance repair	C			P
Artist studio	P	P	C	P
Automatic teller machines (ATM's; maximum 2 in any one location)	P	P		P
Automobile driving school	C			P
Barber shop (non-college)	P	P		P
Beauty shop (non-college)	P	P		P

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Bed & breakfast inn	P	C	C	P
Communication equipment (no outdoor sales or storage)	P	P		P
Computer sales	P	P		P
Dance/drama/music schools (performing arts)	P	P		P
Extended stay hotels (residence hotels)	P			P
Exterminator service (no outdoor sales or storage)	C			P
Financial services (advice/invest)	P	P		P
Funeral home with crematorium				C
Funeral home without crematorium	P			P
Hotel	P			P
Kiosk (providing a service as a permanent structure and within a publicly accessible open space or retail area; must be in addition to a primary structure and may not be placed within 200 feet of public street right-of-way)	P	C		P
Laundry/dry cleaning (drop off/pick up)	P	P		P
Locksmith	P	P		P
Martial arts school	P	P		P
Media production studio	P	P		P
Mini-warehouse/self storage	C			P
Photocopying/duplicating	P	P		P
Photography studio	P	P		P
Plant nursery (grown for commercial purposes)	P			P
Security quarters as associated with a business (live-in)	C	C		C
Sexually oriented business				
Seasonal business	P			P
Shoe repair	P	P		P
Studio for radio or television (without tower)	P			P
Tailor shop	P	P		P
Telephone/cable exchange	P			P
Temporary business	P	P		P
Tool rental (indoor storage)	P			P
Tool rental (outdoor storage)	C			P
Travel agency	P	P		P
RETAIL				
All terrain vehicle dealer/sales or service	C			P
Antique sale	P	P		P

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Any retail use with a drive through	P			P
Art dealer/gallery	P	P		P
Auto supply store for new & rebuilt parts (no auto repair)	P			P
Bakery (retail)	P	P		P
Bike sales and/or repair	P	P		P
Book store	P	P		P
Building material sales/lumber	C			P
Cabinet shop (manufacturing)				P
Cafeteria	P			P
Check cashing service				
Clothing & accessories (new)	P			P
Confectionery store (retail)	P			P
Consignment shop	P			P
Convenience store	P			P
Convenience store (with gas sales)	P			P
Department store	P			P
Drapery shop/blind shop	P			P
Florist	P	P		P
Food or grocery store	P			P
Food Truck Park (providing semi-permanent or occasional food truck parking within a property with required hookups for proper drainage and other services)	C	C		C
Furniture sales (indoor)	P			P
Garden shop (inside storage)	P			P
Gift/toy shop	P			P
Gravestone/tombstone sales				P
Handicraft/artisans shop	P	P		P
Hardware store	P			P
Home improvement center	P			P
Jewelry store	P	P		P
Lawnmower sales and/or repair	P			P
Major appliance sales (indoor)	P			P
Market (public)	C	C	C	C
Motorcycle dealer (new and/or repair; no outdoor storage)	P			P
Needlework shop	P	P		P
Personal services	P	P		P

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Personal watercraft sales (new and/or repair; no outdoor storage)	P			P
Pet care facility (indoor)	P	P		P
Pet shop/supplies	P	P		P
Pharmacy	P	P		P
Plant nursery (retail sales outdoors)	P			P
Recycling kiosk				
Restaurant	P	P		P
Restaurant (drive-in service)	P			P
Restaurant (with drive-through service)	P			P
Security systems installation company	P			P
Silk screen printing/tee shirt shop	P			P
Sporting goods	P			P
Stamps, coin, & other collectables	P			P
Temporary outdoor retail sales/commercial promotion	P	P		P
Upholstery shop (non-auto)	P			P
Used merchandise; furniture, antique shop store	P			P
Vacuum cleaner sales and repair	P			P
Veterinarian (indoor kennels)	P			P
Veterinarian (outdoor kennels)				P
Woodworking shop (ornamental)	P	P		P
TRANSPORTATION & AUTO SERVICES				
Auto body repair				P
Auto dealer (primarily new)	C			C
Auto financing & leasing (indoor; max 250 cars)	P	P		P
Auto glass repair/tinting	C			P
Auto interior shop/upholstery	C			P
Auto laundry or carwash (attended)	C			P
Auto laundry or carwash (unattended)	C			P
Auto muffler shop	C			P
Auto paint shop	C			P
Auto repair (major)	C			P
Auto repair (minor)	C			P
Auto repair as an associated use to retail sales	C			P
Auto tire repair/sales (indoor)	P			P
Auto wrecker service				P

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Automobile accessory installation (minor)	C			P
Full service carwash (detail shop)	C			P
Limousine/taxi service	C			P
Parking lot structure, commercial (auto)	P	P		P
Quick lube/oil change/minor inspection	P			P
Rental car/sales	P			P
Tire dealer, with open storage	C			P
Tire dealer, without open storage	P			P
AMUSEMENT & RECREATION SERVICES				
Amusement devices/arcade (4 or more devices)	P			P
Amusement park	C			C
Amusement ride	C			C
Amusement services (indoors)	P			P
Amusement services (outdoors)	C			P
Billiard/pool facility (three or more tables)	P			P
Bingo facility	P			P
Bowling center	P			P
Broadcast station (with tower)				C
Carnival	C			C
Country club (private)	P	P	C	P
Dance hall/dancing facility	P			P
Day camp for children	P	P		P
Dinner theatre	P	P		P
Exhibition hall	P	P		P
Fair ground/exhibition area	C	C	C	C
Golf course (miniature)	P			P
Golf course (public/private)	P	C	C	P
Health club (physical fitness)	P	P		P
Indoor sports facility	P	P		P
Motion picture studio, commercial film	P	P		P
Motion picture theater (indoors)	P			P
Museum	P	P	P	P
Park and/or playground	P	P	P	P
Rodeo grounds				C
Skating rink	P			P

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Temporary amusement rides (additional zoning requirements for temporary uses)	P	P	P	P
Tennis court (lighted)	P	P	P	P
Theater (non-motion picture)	P	P		P
Travel trailers/R.V.'s (short term stays)				P
Video rental/sales	P	P		P
INSTITUTIONAL & GOVERNMENTAL				
Antenna (commercial)	Sec. 14.04.003			
Antenna (noncommercial)	P	P	P	P
Assisted living facility	P	P	C	C
Broadcast towers (commercial)	Sec. 14.04.003			
Cellular/wireless communications tower	Sec. 14.04.003			
Child day care (business)	P	P	C	C
Church/place of worship	P	P	P	P
Civic club	P	P		P
Clinic or office (medical)	P	P		P
Community center (municipal)	P	P	P	P
Electrical generating plant				C
Electrical substation				C
Emergency care clinic	P	C		P
Fire station	P	P	P	P
Franchised private utility	P	P	P	P
Fraternal organization	P	C		P
Governmental building (municipal, state or federal)	P	P	P	P
Group day care home	P	C	C	P
Heliport				C
Helistop	C			C
Hospice	P			P
Hospital (acute care/chronic care)	C	C	C	P
Landfill				C
Library (public)	P	P	P	P
Mailing service (private)	P	P		P
Non-profit activities by church	P	P	P	P
Nursing/convalescent home	P	P		P
Orphanage				
Philanthropic organization	P	P		P

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Post office (governmental)	P	P	P	P
Radio/Television Tower (Commercial)	C			C
Rectory/parsonage	P	P	P	P
Rehabilitation care institutions	P	C		P
Retirement home/home for the aged	P	P	P	P
School, business/commercial trade	P	P		P
School, driving/defensive driving	P	P		P
School, K through 12 (private)	P	P	P	P
School, K through 12 (public)	P	P	P	P
Senior center	P	P	P	P
Telephone and exchange, switching or relay station	P	P		P
Wastewater treatment plant (public)	C	C	C	C
Water treatment plant (public)	P	P	P	P
COMMERCIAL & WHOLESALE TRADE				
Book binding	P	P		P
Dry cleaning plant				P
Feed & grain store	C			C
Food processing				P
Furniture craftsman (artisan)	P	P		P
Furniture manufacture	C	C		P
Heating & air-conditioning sales/services	P			P
Manufactured home sales				C
Pawn shop	P			P
Propane Refill	C			P
Propane Exchange	P			P
Recycling center				
Taxidermist				P
Transfer station (refuse/pickup)				P
Veterinarian (outdoor kennels or pens)				P
Warehouse/office warehouse	C			P
Welding shop	P	P		P
Winery	C	C		C
LIGHT MANUFACTURING				
Commercial irrigation well	P	P	P	P
Concrete or asphalt batching plant (temporary)	C	C	C	C

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Concrete or asphalt batching plant (permanent)				C
Contractor's office/sales (no outside storage)	C	C	C	C
Contractor's temporary on-site construction office	C	C	C	C
Electronic assembly	C			P
Engine motor manufacturing/re-manufacturing				P
Heavy manufacturing				C
Laboratory equipment manufacturing	C			P
Light manufacturing				P
Machine shop	C			P
Maintenance & repair service for buildings	C			P
Micro brewery/sales and consumption (on-site mfg.) with distribution	C			P
Micro brewery/sales and consumption (on-site mfg.) without distribution	P	P		P
Mining/drilling				P
Open storage/outside storage	C	C		C
Plumbing shop				P
Research lab (non-hazardous)	C	C		P
Recycling center				
Sand/gravel sales (storage)				C
Sign manufacturing	P			P
Stone/clay/glass manufacturing				C

- b.** Conditional Uses. Conditional uses shall be processed in accordance with article 14.03, division 2. Notifications for conditional uses shall be done for properties within 200 feet of subject property.

6. Character Zones and Development Standards.

- a.** All standards marked “flexible” shall be defined during the CP/GDP submittal.

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
1. Building and Site Standards				
a. Principal Building Height*	No maximum	5 stories or 65 feet	3 stories or 45 feet	No maximum
* Building height shall be measured in number of stories. Habitable attics and mezzanines shall be excluded from the height calculation as long as they do not exceed 50% of the floor area of a typical floor in the same building. Heights shall be measured to the top of parapet or to the eaves of a pitched				

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
roof.				
b. Setbacks (max. and min.)**	Note about measuring setbacks: In cases where the ROW is established at or behind the curb line of streets, setbacks shall be measured from the edge of the pedestrian easement or streetscape zone or utility easement closest to the building face along that street.			
Front – Pedestrian Oriented Streets	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'
Front – Corridors (Dallas North Tollway or Celina Parkway)	Min. setback = 20'; Max. setback = flexible	Min. setback = 20'; Max. setback = flexible	Min. setback = 20'; Max. setback = flexible	Min. setback = 20'; Max. setback = flexible
Front – General Streets	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible
Side	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible
Rear	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible
**Minimum and/or maximum setback standards shall be proposed by the applicant for each character zone based on the above criteria and Development Standards established in this PD. All buildings shall be required to meet Fire Code and International Building Code as adopted by City of Celina. **Specific standards for curvilinear streets may be proposed. ^ Maximum setbacks along pedestrian oriented streets that are along improved public space (park, plaza or other civic feature) between the street/sidewalk and building face may exceed the standards established in this table by the total width of the open space.				
c. Minimum Building Frontage [€]				
Pedestrian Oriented Frontage	60%	50%	30%	Flexible
All other Frontages	None required	None required	None required	None required
€Corner building facades at street intersections shall be built within the setback range for a minimum of 30' from the corner along both streets or the width of the corner lot, whichever is less. This standard shall apply to any street intersection with a Pedestrian Oriented Street designation (even if the cross street has a General Frontage designation).				
d. Accessory buildings	Permitted	Permitted	Permitted	Permitted
Standards for accessory buildings, structures and dwellings shall be provided by the applicant. The standards shall result in these accessory uses being smaller in size and scale to the principal building. Accessory building should be a necessary component to the primary use.				
e. Principal building orientation	Buildings shall be oriented to a Pedestrian Oriented frontage or toward another focal point such as open space or environmental feature. If neither is available, buildings shall orient towards other street.			
f. Building façade & architectural design standards	The applicant shall propose appropriate building façade and architectural design standards for all the character zones in the development with the application for CP/GDP. They shall be based on the criteria established in this PD.			
2. Block and Lot Standards				
a. Block Type	Regular (square or rectangular) Irregular blocks may be permitted only if natural topography, existing roadways, and/or vegetation prevents a rectilinear grid			
b. Block Perimeter (edge of a block may be created by public or private street, green space, or easement)*	Max. block perimeter = 3,500' (Block perimeter maximum can be exceeded with either public or private roads that create interconnected access within parking areas and/or safe pedestrian connections accessing through the larger block)	Max. block perimeter = 3,000'	Max. block perimeter = 3,000'	Max. block perimeter = Flexible
* A private street or private drive is a street built to subdivision standards but is not dedicated as right-of-way and maintained by private developer, organization or association.				
c. Pedestrian Oriented Development Frontage (Frontages along open spaces shall be considered Pedestrian Oriented development frontage) [#]	Minimum of 20% of all new block frontages to be designated as Pedestrian Oriented Development Frontage	Minimum of 10% of all new block frontages to be designated as Pedestrian Oriented Development Frontage	Not Applicable	Not Applicable
d. Lot Area	No minimum or maximum	1000 sq. ft. minimum	1000 sq. ft. minimum	No minimum or maximum
e. Lot Width	No minimum or maximum	20' width minimum	20' width minimum	No minimum or maximum

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
f. Minimum Lot Size/Type Mix. Required	None	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 50% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 30% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater	None
g. Maximum Lot Coverage	95%	90%	80%	95%
# Blocks w/ more than 40% frontage along a Corridor frontage road (i.e. Dallas North Tollway frontage lanes) need not meet minimum pedestrian oriented block designation standards so long as they provide the following (i) continuous pedestrian path/trails on the major non-highway block faces at least 8 feet in width and shaded by trees; (ii) improved pedestrian crossings at all intersections from adjoining blocks even if private service drives; and (iii) utilize at least 10% of the open space requirement for improved pedestrian gathering spaces connected through a continuous walkable environment to any adjoining development within the PD.				
3. Street Design Standards				
These standards shall apply to all new streets, public and private, located in the Planned Development including street established by the City's Master Thoroughfare Plan where feasible. Streets shall provide a safe and inviting walking environment through an interconnected network of roads with sidewalks, street trees, street furniture, and amenities. Cul-de-sacs shall be limited to locations (1) where the lot pattern is not capable of efficient design otherwise or (2) with natural features such as topography or stream corridors that prevent a street connection. Development shall comply with the City of Celina Engineering Design Standards and Standard Details. In the absence of design standard alternative, standards such as the <i>ITE Manual for Designing Walkable Urban Thoroughfares</i> and/or <i>NACTO's Urban Street Guide and Bicycle Guide</i> may be utilized as permitted upon approval of the City Manager, or his/her designee. Bicycle facility widths may be modified based on the City's adopted Master Thoroughfare Plan standards.				
a. On-street Parking (along all internal streets except alleys) • Parallel	Permitted	Permitted	Permitted	Permitted
• Angled (head-in or reverse angled).	Permitted	Permitted	Permitted	Permitted
• Head in perpendicular	Not permitted (unless special condition)	Not permitted	Not permitted	Permitted
b. Parking lane width max. • Parallel • Angled • Head in	8 feet 18-20 feet 9-10 feet	8 feet 18-20 feet	8 feet 18-20 feet	8 feet 18-20 feet 9-10 feet
c. Alleys ² permitted according to City of Celina Engineering Design Standards	Permitted Maximum 20' paved width (except if being used as fire lane)	Permitted Maximum 16' paved width (except if being used as fire lane)	Permitted Maximum 16' paved width (except if being used as fire lane)	Permitted Maximum 20' paved width (except if being used as fire lane)
4. Streetscape Standards				
a. Sidewalks/Trails/Walkways	6 feet (minimum)	5 feet (minimum)	4 feet (minimum)	4 feet (minimum)
b. Street trees	Required	Required	Required unless using a tree in front yard	Permitted
The applicant shall submit a proposed street tree planting plan, including a tree palette and spacing as a part of the Landscape Concept Plan, which shall be reviewed as part of the CP/GDP or may be deferred to Site Plan.				
5. Open Space Standards				
a. Open Space*	Required Squares, greens and plazas	Required Squares, greens, playgrounds, parks and plazas	Required Playgrounds, parks and greens	Not Applicable
*Overall open space allocations in the PD shall be a minimum of 10% of the gross area of the entire site included in the CP/GDP and shall be distributed appropriately between the character zones. Up to 50% of stormwater detention or retention, or preserved and enhanced floodplain (when incorporating				

² Alleys in accordance with the City of Celina Standard Details shall be required for all residential development with lots 50 feet or less in width.

PD Development Standards Table				
Character Zone	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
Development Standard				
passive or active recreation (.i.e trails, ball fields, etc.) shall be counted towards the open space requirement within the CP/GDP.				
6. Parking & Screening Standards				
a. Off-street parking minimum*	Non-residential: 1 per 300 sq. ft. (gross interior space) Industrial/Commercial: 1 per 500 sq. ft. (gross interior space, excluding warehouse/storage areas) Multi-Family: 1.5 spaces per unit Single-Family residential with lots 40 feet or less in width: 2 spaces per unit on-site and in a garage** Single-Family residential with lots greater than 40 feet in width: 2 garage spaces plus two additional on-site parking spaces Lodging: .5 spaces per room			
* City manager or designee may modify parking standards based on a shared parking plan or alternative comprehensive parking plan submitted by Applicant.				
** Lots 50 feet in width or less shall have garage access from the side (for corner lots) or from an alley or common/shared driveway at the rear of the lot.				
b. Off-street loading	Encouraged to be placed along an alley or parking area and not be placed along Pedestrian Oriented Streets. Screening required if along a street.			
c. Screening	Required for non-residential uses Flexible for residential uses (along alleys if alleys are provided)			
1. Trash/recycling receptacles				
2. Other utility equipment	See section 7 neighborhood and building design standards			
3. Loading spaces	Screening required for non-residential uses.			
4. Surface parking areas	Required/Flexible (City standard or applicant may propose alternative screening standards at the time of CP/GDP.)			
7. Landscape and Streetscape				
a. Landscaping#	Required only for non-residential uses Landscaping shall be permitted to use fountains, outdoor speakers, and special lighting in gathering spaces, plazas and other public spaces.			
1. Landscape/Fencing buffer between surface parking and sidewalks/trails and streets (except alleys)				
2. Parking lot minimum interior landscaping	Parking islands shall be landscaped and shall include at least one tree in each island that is 5 feet wide or greater or grouping of shrubs and seasonal flowers for areas less than 5 feet wide. Landscaped edges along parking lots shall be landscaped to include trees and shrubs.			
#The applicant shall provide a landscape concept plan with the CP/GDP application that identifies landscape themes and general design approach addressing street tree planting, streetscape treatments, any required screening, parking lot landscaping, and landscaping proposed in all the identified open space areas. Information provided at the CP/GDP phase may be schematic meeting the design intent of the proposed development. All or portions of the Landscape Plan may be deferred until Site Plan as elected by Applicant.				
b. Lighting	Required			
1. Street Lighting	1. Lighting shall be provided per the City of Celina Engineering Design Standards and Standard Details.			
2. Building entrances	2. Street lighting:			
3. Parking areas, trails, and streets	a. Pedestrian oriented lighting shall be no taller than 16 feet high and shall be spaced an average of 50 feet on center, coordinated with street trees.			
	3. Building/Unit Entrances: Shall have a minimum of one sconce or lighting device placed adjacent to the doorway.			
	4. Parking Areas: Shall be lit according to City Standards.			
	5. Trails and Sidewalks: In the absence of vehicular oriented lighting, pedestrian oriented lighting shall be used for appropriate lighting of the pedestrian facilities.			

7. Neighborhood and Building Design Standards

a. General Layout Standards.

- i. The CP/GDP shall contain a network of connected streets and walkways that provide a variety of routes and disperse traffic. Streets shall be designed to create a pleasant walking environment with on-street parking and shading treatments where feasible.

- ii. The lots and a variety of buildings shall form a cohesive neighborhood pattern that allows streets to function as civic spaces.
- iii. Driveway sizes and locations shall minimize the impact of the automobile on the public realm.

b. Building Façade.

- i. The minimum ground floor height as measured from the finished sidewalk to the second floor for all vertical mixed-use, commercial and live-work buildings shall be 12 feet. The minimum finished floor height for all upper floors of vertical mixed-use, commercial and live-work buildings shall be 10 feet. The minimum floor to floor height for all other buildings shall be 10 feet.
- ii. All development shall provide ground floor windows on the building façade facing and adjacent to a street (with the exception of alleys) or facing onto an open space.
- iii. The minimum required area of windows and doors on the ground floor for non-residential and vertical mixed-use along pedestrian oriented streets and open space is 60% of the ground floor façade area. Uses requiring special security requirements (banks, jewelry stores or other similar uses) are exempt from this requirement.
- iv. The required area of windows and doors on the ground floor for all other uses and streets is 30% of the ground floor area.
- v. The required area of windows and doors on the upper floors for all uses is 20% of the upper façade area.
- vi. Unless a special security condition, darkly tinted windows and mirrored windows that block two-way visibility shall not be permitted along pedestrian oriented streets.
- vii. Architectural Design and Materials shall ensure that the development and its buildings are of enduring and exemplary quality and design.

c. Building Materials

i. Commercial, Mixed-Use, Non-Residential and Multi-Family Buildings

- 1. At least 80% of each building's façade (excluding doors and windows) along all streets shall be finished in one of the following materials:
 - a. Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, curtain glass, or glass block)

2. No more than 20% of each façade along all streets shall use accent materials such as wood, architect metal panel, split-face concrete block, tile, or pre-cast concrete panels.
3. EIFS may only be used 8 feet above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.
4. For Multi-Family, EIFS shall only be used for trim above the first floor.
5. Cementitious-fiber clapboard (not sheet) may only be used on the upper floors only of any commercial frontage on any street or alley façade and shall be limited to no more than 20% along Pedestrian Oriented Streets.
6. Roofing materials visible from any public right-of-way shall be copper, factory finished standing seam metal, slate, synthetic slate, 20-year warrantee composite shingle or materials of comparative durability and lifecycle.

ii. Single-Family Buildings

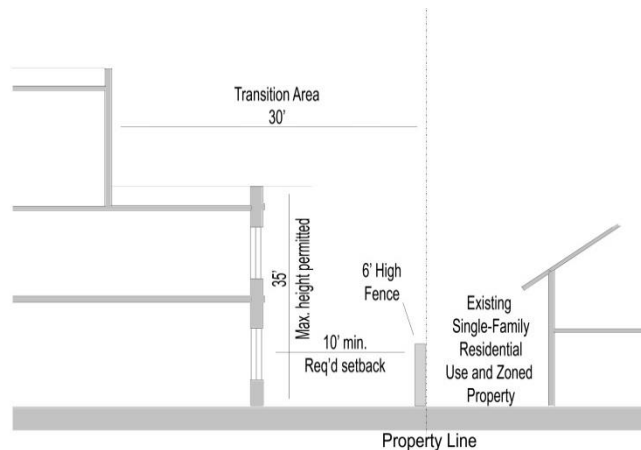
1. Any street facing façade(s) shall be 100% masonry (excluding windows and doors). A minimum of 75% of all other building facades (excluding doors and windows) shall be finished in one or more of the following materials:
 - a. Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, or glass block)
 - b. Above the eave line, wood or cementitious fiber clapboard (not sheet) may be used to frame façade elements that rise above the roofline (i.e. chimneys, dormers, etc.)
2. No more than 25% of all building facades shall use accent materials such as cementitious-fiber clapboard (not sheet), wood, or architectural metal panel.
3. When building in a traditional single-family architectural style reminiscent of historic Celina homes (i.e. craftsman style), an alternative material palette may be requested with approval by City Staff prior to building permit. Appeals to denial decision shall be considered by PZ and City Council.
4. Roofing materials visible from any public right-of-way shall be copper, factory finished standing seam metal, slate, synthetic slate, 20-year

warrantee composite shingle or materials of comparative durability and lifecycle.

5. Roof pitches on single family shall be one of the following:
 - a. Flat or semi-pitched (less than 2% slope) and completely framed by a parapet at least 2 feet in height.
 - b. Other pitched roof types with a minimum 6:12 slope.
 - c. Attached porch roof pitches shall be a minimum of 3:12.
 - d. Other pitches, such as shed roofs, that are desired and established as a traditional architectural style may be submitted for consideration by PZ prior to building permit.

d. Existing Single-Family Transition Standards

- i. The following transition standards shall apply to all new building construction and all upper story additions to existing buildings located adjacent to any existing single-family detached uses and property zoned SFD. This requirement shall NOT apply if an alley or other similar right-of-way separates the subject lot and the existing single-family detached uses.



1. Transition Area shall be 30 feet minimum.
2. Building Height at and/or within the Transition area shall be 35 feet maximum.
3. Required side or rear setback shall be 10 feet minimum or match the side or rear setback in the adjacent subdivision with a maximum of 15 feet.

- ii. A Residential Transition Area fence (minimum 6 feet and maximum 8 feet high) shall be required when adjacent to any existing single-family detached residential uses and shall be optional for all other agencies. The required fence shall be constructed of masonry or block matching or compatible to the primary building masonry material or a common community masonry material. A 6-foot wide landscape buffer with evergreen shrubs planted at 3' on center and 6' min. in height at maturity shall also be required to be planted within the landscape buffer parallel to the subject single-family residential use property line.
- iii. It is the responsibility of the development to construct and maintain the fence and landscape when constructed as part of the development adjacent to existing single-family detached residential uses.

e. Design of Parking Structures

- i. To the extent possible, the amount of street frontage devoted to a parking structure shall be minimized by placing the shortest dimension(s) of the parking structure along the street edge(s).
- ii. Where above ground structured parking is located at the perimeter of a building with street frontage, it shall be screened in such a way that cars on all parking levels are appropriately screened from view. Architectural screens shall be used to articulate the façade, hide parked vehicles, and shield lighting. Parking garage ramps shall not be visible from any street.



Illustrative Examples of Parking Garage Screening

- iii. Garage parking in a multi-story building shall be behind storefronts or residential units facing any street frontage in order to substantially inhibit and shield views of the garage from adjacent streets.
- iv. Ground floor façade treatment (building materials, windows, and architectural detailing) shall be continued to the second floor of a parking structure along all streets.



Images showing required façade treatment of parking garages along streets

- v. When parking structures are located at street intersections, corner emphasizing elements (such as towers, pedestrian entrances, signage, glazing, etc.) shall be incorporated.
- vi. Parking structures and adjacent sidewalks shall be designed so pedestrians and bicyclists are clearly visible (through sight distance clearance, signage, and other warning signs) to entering and exiting automobiles.



Images showing appropriate design of Parking Structures

f. Screening of Parking and Equipment

- i. Street screen required. Any frontage along pedestrian oriented streets or open space with surface parking within the setback range shall be defined by a 3-foot high street screen. Furthermore, along all streets (except alleys), service areas shall be screened in such a manner that the service area shall not be visible to a person standing on the property line on the far side of the adjoining street. Required street screens shall be of one of the following:
 - 1. The same building material as the principal structure on the lot; or

2. A vegetative screen composed of shrubs planted to be opaque at maturity;
or
 3. A combination of the two.
- ii. The required street screen shall be located at the minimum setback line along the corresponding frontage.
 - iii. Street screens cannot block any required sight triangles along a cross street or driveway.
 - iv. Street screens may include breaks to provide pedestrian access from any surface parking or service area to the public sidewalk.

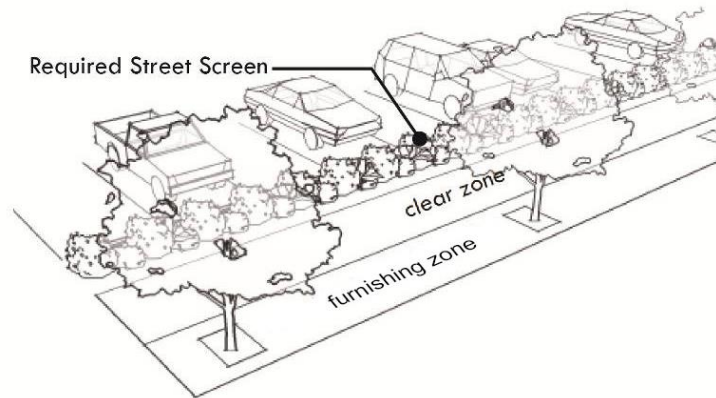


Illustration showing required street screen along all pedestrian oriented street and open space frontages without a building within the setback range

- v. Screening of roof mounted equipment. All roof mounted mechanical equipment (except solar panels) shall be screened from view of a person standing on the property line on the far side of the adjoining street. The screening material used shall be the same as the primary exterior building material used.

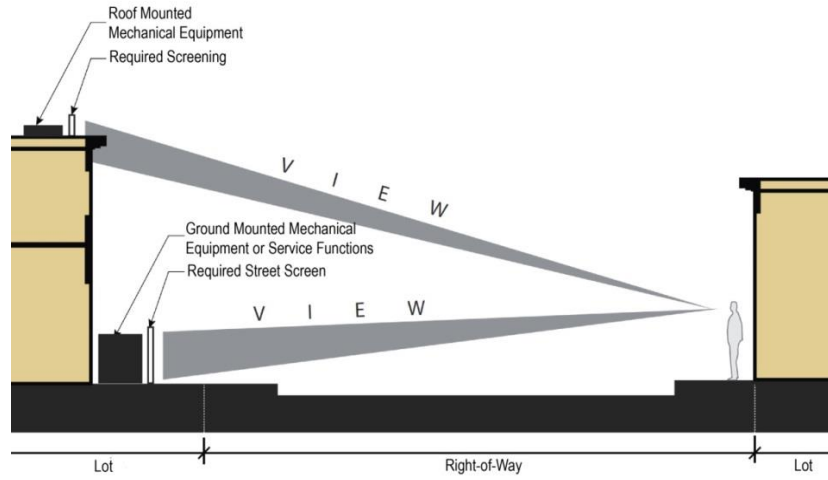


Illustration showing required screening of roof and ground mounted equipment



Planning and Development Services
City of Celina, Texas

Memorandum

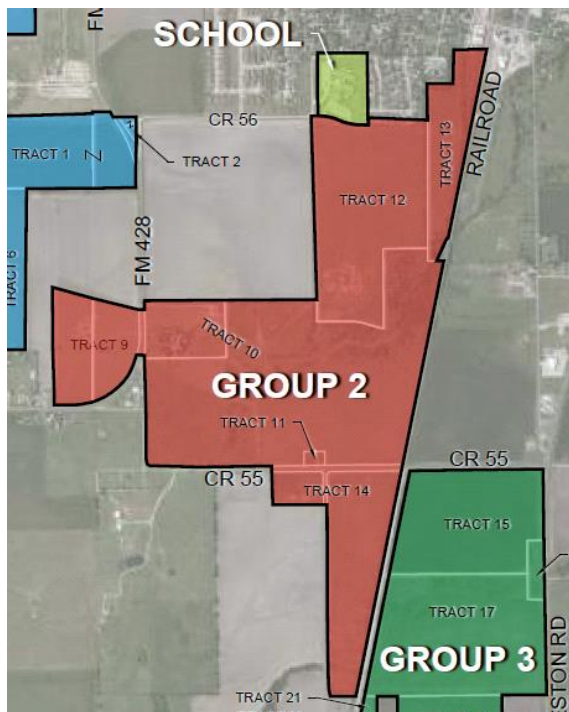
To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Dev Services
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Old Celina Ltd. Group 2 Zoning Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 573.709 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in Samuel McCullough Survey, Abstract No. 593, the B.B.B. & C. RR. Survey, Abstract No. 132, and the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas and generally located south of the Historic Downtown, west of the Burlington Northern Santa Fe Railroad (BNSF), east of the Dallas North Tollway and FM 428, and north of the future alignment of the Outer Loop and CR 53; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-76, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 2 Rezoning) (Liebman)

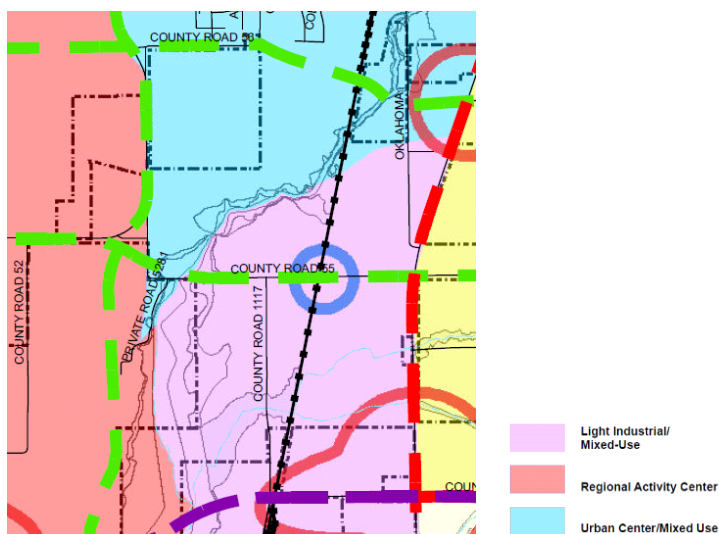
Background Information:

A portion of the Group 2 property is currently zoned PD 8 and PD 15, Planned Development zoning districts. Group 2 is generally located south of the Historic Downtown, west of the Burlington Northern Santa Fe Railroad (BNSF), east of the Dallas North Tollway and FM 428, and north of the future alignment of the Outer Loop and CR 53. Group 2 is comprised of Tracts 9 through 14 of the Old Celina Ltd. submittal. The total acreage of the area to be rezoned is approximately 573.709 acres plus half the rights-of-way adjacent to the tracts.



The Comprehensive Plan shows this area with three (3) designations (next page):

- *Regional Activity Center* (pink color on map) applies to large tracts of land and is centered around the future Outer Loop and the Dallas North Tollway and extends northward to west of Celina's downtown area. It includes large-scale employment centers, entertainment, and high density residential housing types.
- *Urban Center/Mixed Use* (blue color) is located immediately south of the historic downtown and north of the Doe Branch Creek. It is intended to preserve and expand the character of the Old Town Residential area. In addition, this designation is intended to protect and enhance established and stable neighborhoods while encouraging development.
- *Light Industrial Mixed-Use* (lilac color) located adjacent to the BNSF Railroad is designed for higher-intensity land uses that are environmentally friendly and include clean industrial/manufacturing uses and those uses typically not located adjacent to single family residential uses.



This area of Celina is likely to see residential growth in the future with pockets of commercial or industrial nearer to the railroad and residential development closer to FM 428/Light Farms Way. The Thoroughfare Plan generally shows that the future alignment of Glendenning Parkway and Sunset Boulevard, both planned as east/west four-lane minor arterials, will transverse this area. The Outer Loop is located to the south of the property. An as yet unnamed north/south four-lane minor arterial will run through the western edge of the property as well, roughly in the FM 428 and Light Farms Way alignment.

Requested Zoning for all Groups:

The applicant is proposing a planned development with the base zoning designations of MU-2, Regional Mixed-Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. The property uses are a mix of traditional zoning with form-based zoning and will include the following Character Zones, which are defined below. The development standards for each Group will be identical.

- Neighborhood,
- Transition,
- Commercial/Mixed Use, and
- Industrial/Light Manufacturing.

Descriptions of Character Zones:

The “Neighborhood Zone” generally allows single family residential uses and townhomes, but no multiple-family development. Limited retail/office development, such as senior living facilities, government buildings (e.g. post offices), churches, daycare facilities and other service-oriented commercial uses are also allowed. The single family development in each Neighborhood Zone shall be comprised of a minimum of three (3) housing types. These types have been defined as follows:

	Transition Zone	Neighborhood Zone
a. Lot Area	1000 sq. ft. minimum	1000 sq. ft. minimum
b. Lot Width	20’ width minimum	20’ width minimum
c. Minimum Lot Size/Type Mix. Required	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48’ or less in width (maximum of 50% of lots within CP/GDP) 2. 49’-59’ 3. 59’-69’ 4. 69’ or greater	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48’ or less in width (maximum of 30% of lots within CP/GDP) 2. 49’-59’ 3. 59’-69’ 4. 69’ or greater

Exterior materials for single family structures are proposed to be a minimum of 75 percent (75%) masonry on elevations not facing a public street and 100 percent (100%) for facades facing a public street. Masonry is defined as brick, stone, three-step stucco (this process involves three separate applications of cementitious product), rock, marble, granite, or glass block. Cementitious clapboard (also known as Hardiboard® - however, cementitious panels are not allowed) is permitted above the eave line and may be used to frame façade elements that rise above the roofline. The maximum height of any structure within the Neighborhood Zone is three (3) stories or forty-five (45) feet. A masonry fence, minimum six feet and maximum eight feet in height, shall be provided between single family uses and any Transition Zone. In addition, a six (6) foot wide landscape buffer with evergreen shrubs shall be provided parallel to the single family uses.

The “Transition Zone” is intended to have a mix of neighborhood services, small office and other service-oriented uses, such as banks, offices, laundries, travel agencies, florists and government buildings, as well as those uses listed above in the Neighborhood Zone. No multiple-family developments are allowed within the Transition Zone. In addition, no restaurants or large-scaled retail stores (such as a home improvement center or big box store) are allowed in the Transition Zone. The maximum height of any structure within the Transition Zone is five (5) stories or sixty-five (65) feet. Residential development within the Transition Zone will require a minimum of two (2) lot types, as yet undefined in terms of lot size. In addition, non-residential buildings constructed in the Transition Zone must be set back from single family residential development a minimum of thirty (30) horizontal feet. The maximum lot coverage in the Transition Zone is ninety percent (90%).

The “Commercial/Mixed Use Zone” excludes single family residential and townhome uses and is intended to be used for commercial uses and vertical mixed-use developments for urban, semi-urban and suburban developments. This Zone allows virtually all non-residential uses allowed by right in the MU-2, Regional Mixed Use zoning district. Certain land uses, such as mini-warehouse/storage, hospitals, and temporary batch plants would require a Conditional Use Permit (CUP) in addition to the base zoning. Both the Commercial/Mixed Use Zone and the Transition Zone are designed for true vertically mixed-use development, with pedestrian-oriented frontage. Within these zones, the buildings will require a minimum of eighty percent (80%) masonry on all pedestrian-oriented street facades, Celina Parkway and Preston Road. No more than twenty percent (20%) of these facades may use wood, architectural metal, split-faced concrete, tile or pre-cast concrete panels. On facades other than those listed above, the masonry mix shall be seventy/thirty percent (70%/30%) mix. In addition, any multiple family development shall provide the 70%/30% masonry/non-masonry mix on all facades. There is no maximum height of any structure within the Commercial/Mixed Use Zone. Parking structures are allowed in all zones except the Neighborhood Zone and shall be designed so that they resemble the adjacent buildings as much as possible, with shorter dimension along the street edges.

The “Industrial/Light Manufacturing Zone” is primarily employment centers with neighborhood services. This zone would allow land uses that should be located away from single family residential and other residential districts, typically found in the L-1, Light Industrial schedule of uses. Any outdoor storage in this Zone would require a CUP. There is no maximum height of any structure within the Industrial/Light Manufacturing Zone.

Approval of Future Plans:

Concept plans for the Planned Development were not provided as part of the rezoning request. Approval of concept plans following zoning is proposed as a two-step process. The first step is review and consideration of the specific Concept Plans by the Planning & Zoning Commission. The Planning and Zoning Commission would be the final decision maker for the Concept Plans (i.e. no City Council review). Any Concept Plan submitted for review shall be a minimum of sixty (60) acres, but may include more than sixty (60) acres. A Concept Plan for a property less than ten (10) acres in size must show conformance to an existing, approved Concept Plan in terms of vehicle access and pedestrian connections. The Concept Plan shall illustrate the general location of land uses, basic street layout and treatment of transition areas to adjacent uses. In addition, parking locations, preliminary drainage and utility plans, building placement, open space, and any other requirements of the City of Celina’s General Development Plan (GDP) review. Any proposed street design that differs from the standards of the Engineering Design Manual shall be considered as part of the Concept Plan approval and not require a separate Subdivision Ordinance Variance request. Although the applicant has stated that the landscape plan including streetscape, yards and medians, screening, etc., shall be included in the Concept Plan review, staff suggests that the Landscape Plan be submitted with the Construction Plat, which is the typical submittal

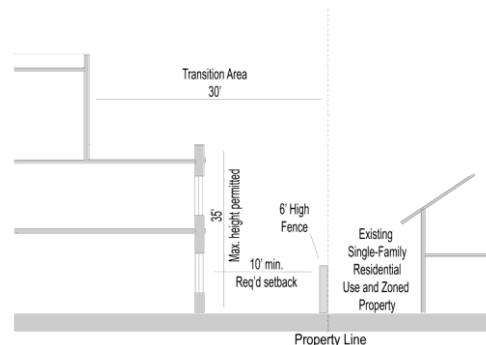
timing for these plans. Staff further suggests that, since the “Concept Plan” is identical as Celina’s “General Development Plan,” that the applicant either use the GDP identifier or combine it with their Concept Plan as “Concept Plan/GDP.”

Following the approval by the Planning and Zoning Commission, a more detailed Site Plan shall be submitted for administrative (i.e. staff) review and approval. The Site Plan shall include specific layout of buildings, open space, streets, parking, signage standards, and building elevations. Appeals of the Site Plan decision will be decided by the Planning and Zoning Commission. Any denial of proposed modifications may be taken to the City Council for consideration.

Amendments to the Planned Development standards are proposed by the applicant to be decided by the Planning and Zoning Commission. Any denial of the proposed PD amendments may be taken to the City Council for consideration. Issues of notification and publication of the public hearings have not been addressed. This proposal differs from Celina’s policy of considering a Planned Development amendment as a zoning change, which must be heard by the Planning and Zoning Commission for a recommendation and by the City Council for a final decision. Staff suggests that any amendments to the PD standards be handled as a rezoning case, with public hearings at the Planning and Zoning Commission and City Council and proper notifications, per our Zoning Ordinance regulations and state statutes. Amendments may be brought to the City on a Concept Plan/GDP area level rather than having to amend the entire group area, unless that is requested by the applicant.

Proximity to Single Family - Existing or Planned:

Any Commercial/Mixed Use and/or Industrial/Manufacturing zone shall be placed no closer than 200 feet from any existing or planned single family property line. Any Neighborhood Zone combined with a Commercial/ Mixed Use and/or Industrial/Manufacturing zone shall use a Transition Zone as a buffer. Single family developments may not be located within 200 feet of Preston Road.



Pedestrian Orientation and Parking Standards:

Commercial tracts shall incorporate pedestrian-oriented streets to enhance the pedestrian experience and achieve greater connectivity. Parking shall be placed toward the rear of businesses, sidewalks shall be wide and provide seating and landscaping. Off-street parking standards throughout the PD shall be as follows:

- Non-residential - 1 space per 350 square feet
- Industrial/Commercial - 1 space per 500 square feet, excluding warehouse/storage areas
- Multiple Family - 1½ spaces per unit
- Other Residential - 2 spaces per unit
- Lodging - ½ space per room.

Board Review/Citizen Input:

A City Council notice of the public hearing was published in *The Celina Record* on November 25, 2016.

Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the overall subject property (1,233.2503 acres). Eighty (80) property owners were notified by mail on October 28, 2016. As of the printing of this packet, one letter of support for any Group was received and it was Group 4. No letters have been received in opposition.

At the regular Planning and Zoning Commission meeting on November 15, 2016, the Commissioners voted unanimously to recommend approval of the rezoning request, subject to the applicant satisfactorily addressing written staff comments and recommendations presented during the staff report.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Land Use Attorney shall provide a final review of the ordinance prior to execution of the document.

Supporting Documents:

- Draft Ordinance

Staff Recommendation:

Staff recommends approval of the rezoning request subject to staff's comments and P&Z's recommendation. The ordinance included illustrates revisions that have not been vetted by city staff. The applicant and staff have been coordinating revisions to the development regulations and a final review will be provided prior to the Council meeting.

Staff recommends approval of the PD subject to the following revisions being completed for standards submitted 11/29 and review sent 12/5:

Exhibit B

1. Provide Group image as it is titled for each PD

Exhibit C

1. Removal of 1. & 2. These items are not typically included in PD regulations and zoning ordinances
2. Revise 3. Heading from Entitlement to Review Process and Administration
3. 3. a. Replace Entitlement to Development
4. Revise item 3. b. to Concept Plan/GDP and use throughout document CP/GDP
Revise CP/GDP PZ approval to "review" throughout document
5. 3. b. Add CP/GDP review per City's public hearing requirements to include mailed public hearing notices to the property owners within 200 feet of the subject tract, public hearing publications, signs posted per our regulations, review and consideration for approval by P&Z and City Council (Sections 14.02.154, 14.02.156, and 14.02.157 of the Celina Code of Ordinances)
6. 3. b. i. 4. a. remove "as well as the City's Comprehensive Plan"

7. 3. b. i. 4. b. iii. Add/revise paragraph to clearly indicate that common areas will not be dedicated to or maintained by the City. They shall be owned and maintained by a property owners association or homeowners association.
8. 3. b. i. 4. b. vii. Add water/sewer before “utility plan”
9. 3. b. i. 4. b. viii. Staff is willing to defer the required tree survey and mitigation plan required at GDP to the time of Site Plan application and Applicant may want to add this exception to the PD regulations.
10. 3. b. i. 4. b. ix. Add “as exists or may be amended” after Sec. 10.03.083
11. 3. b. i. 4. d. v. Add “A TIA may be used to justify the cost share of on-site and off-site roads.”
12. 3. b. i. 4. e. Add “Any standards differing from the Subdivision Ordinance shall be processed as a Subdivision Ordinance Variance.”
13. 3. b. i. 5. Remove this paragraph
14. 3. c. General Development Plan. Remove since it is being combined with the Concept Plan.
15. 3. f. Major Modifications. Revise “approved” to “considered”

Major Modifications shall be processed as a Concept Plan amendment and outlined in the Code of Ordinances

16. 3. g. Revise CP to CP/GDP

Revise “approved” to “considered”

Remove the last sentence about denial because amendment will go to P&Z and CC for review and consideration

17. 4. a. i. 4. A minimum of MF units will not be required. Provide a cap of Urban MF
18. 4. a. i. 5. Remove Preston Road from Group 1 and Group 2 PD Standards

Remove Celina Parkway and DNT from Group 2, 3, and 4 PD Standards

Remove “alley” from zone separation. Alleys are not wide enough to be an adequate distance buffer in transitions

19. 4. a. iii. 2. Add “Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager, or his/her designee.”

Note: Street trees may be provided in the parkway at the option of the developer to meet landscaping requirements subject to approval by the Director of Planning and Development Services and the Fire Marshall at the time of building permit issuance. If street trees are approved, the developer shall, as a condition of the City's approval, do one of the following, as determined by the City, to fund resulting damages to streets, sidewalks, and utilities: (1) enter into a repair agreement obligating developer to make the repairs and providing financial security of the ability to perform; or (2) consent to annual updates to PID assessments on the Property to fund repair costs.

20. 4. f.

RESIDENTIAL EXCLUSIONARY BUFFER ZONES/LOCATION OF USES

- Preston Road - within 200’ no SF detached, no TH and no MF
- Celina Parkway within 300’ (view this roadway similarly to Parkwood in Plano)
- West of Celina Parkway, MF and TH allowed; no SF detached. West of Celina Parkway should be more heavily commercial.

- East of Celina Parkway, SF detached, MF and TH allowed.
 - Dallas North Tollway - within 500' no SF detached, stand-alone MF or TH; MF in vertically integrated only.
 - Within Group 1, place high-density development between the DNT and Celina Parkway; place lower density single family east of Celina Parkway.
 - Within Group 2, preserve the area immediately south of the Old Town Residential area as low-density single family residential.
 - Within Group 3, place employment centers and other high-density commercial development adjacent to the future Outer Loop and Preston Road.
 - Within Group 4, place commercial adjacent to Preston Road, Ousley Parkway and Sunset Boulevard. Group 4 is not appropriate for any Industrial uses.
21. 5. a. Identify “conditional” as a Conditional Use Permit CUP and processing an application in accordance with Division 2, CUP, Celina Code of Ordinances, Zoning Ordinance.
22. Use chart revisions:
- Automatic teller machines shall be limited to two (2) in one location
 Remove motels as they are not permitted in Celina
 Kiosk shall be a C use in Transition Zone and add text “in all instances shall accompany a main structure and not within 100 feet of a street right-of-way.”
 Seasonal businesses shall be revised to be P in C/MU and I/LM
 Temporary businesses shall be revised to be P in C/MU and I/LM
 All-terrain vehicle dealer/sales or service shall be a C in C/MU and no outdoor display in C/MU
 Check cashing services shall be eliminated from C/MU and I/LM
 Add “/pay day loans” after check cashing services
 Remove convenience store (without gas sales) it is the same a convenience store
 Food truck park-revise spelling of vendor
 We do not have regulations in our ordinances. Define and provide regulations for this use.
- Motorcycle dealer (new and/or repair) no outdoor display permitted in C/MU
 Personal watercraft sales (new and/or repair) no outdoor display permitted in C/MU
 Recycling kiosk not permitted in C/MU or I/LM
 Revise Restaurant (~~with no drive through service~~)
 Temporary outdoor retail sales/commercial promotion shall be permitted in C/MU, T, and I/LM
 Veterinarian-Applicant may want to provide for (outdoor kennels) in I/LM as a C or P
 Add (maximum of 250 cars) to auto financing & leasing (indoor)
 Separate Tire dealer, with or without open storage
 Without open storage shall be permitted in C/MU and I/LM
 With open storage shall be permitted in C/MU as a C and in I/LM a P
 Microbrewery add a C to C/MU
 I/LM uses shall be removed from Group 4 PD Use Table
23. 6. 1. b. Provide minimums for side and rear setbacks
24. Revise Character Zones and Development Standards Table to reflect appropriate roadways
 Preston Road is not in Group 1 or 2
 Celina Parkway is not in Groups 2, 3, or 4
 DNT is not in Groups 2, 3, or 4
25. 6. 3. Street Design Standards
 Development shall comply with the City of Celina Engineering Design Standards and Standard Details. In the absence of a design standard alternative standards such as the *ITE Manual for Designing Walkable Urban Thoroughfares* and/or *NACTO's Urban Street Guide and Bicycle Guide* may be utilized and permitted upon approval of the City Manager, or his/her designee.

26. 6. 3. c. Alleys-provide specifications (ROW & paving) for commercial and residential alleys
27. 6. 3.c Footnote *revision*: Alleys in accordance with the City of Celina Standard Details shall be required for all residential development with lots 50 feet or less in width.
28. 6. 4. Streetscape Standards

Add “Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager, or his/her designee.”
29. 6. 6. a. Single Family residential with lots 40 feet or less in width: 2 spaces per unit-add on-site and in garage
30. 6. 7. b. Lighting shall be provided per the City of Celina Engineering Design Standards and Standard Details.
31. 7. c. ii. SF Buildings

Revise “The” to “Any”
 Add “other” between all and building
 Add “more” after one
32. 7. c. ii. 2. 25% architectural metal panel is too high for SFD
33. 7. c. ii. 3. Revise to staff review. Appeal to P&Z if denied by staff
34. 7. d. i. Add “and property zoned SFD” after detached uses in the first sentence
35. 7. d. i. 1-3 Add dimensions stated to diagram
36. 7. d. i. 3. Add “or match side yard and rear yard in adjacent subdivision

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE 2016-____
 OLD CELINA LTD. GROUP 2 PD #76

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 324.395 ACRES OF LAND COMPRISING TRACTS 9 THROUGH 14 MORE FULLY DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" TO BE ZONED AS "PD #76" A PLANNED DEVELOPMENT ZONING DISTRICT IN ACCORDANCE WITH THE "GROUP 2 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS" IN EXHIBIT "C" WITH THE BASE DESIGNATIONS OF MU-2, REGIONAL MIXED USE ZONING DISTRICT, I-1, LIGHT INDUSTRIAL ZONING DISTRICT, AND SF-R, SINGLE FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; **REPEALING PD #8, ORDINANCE NO. 2003-68 AND PD #15, ORDINANCE NO. 2005-15**; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin, and Denton County, Texas (the "City") 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, Title 7 Chapter 211 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" attached hereto and incorporated herein (the "Land"); and

WHEREAS, the tracts comprising the Land have been depicted in detail in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, in accord with Section 14.02.151 of the City's Ceode of Qordinances, the City hereby finds and declares that in recognition of: (a) changing conditions and circumstances within the locality of the City due to impending growth likely to occur as a result of the extension of the North Dallas Tollway and other infrastructure projects; and (b) recognized changes in technology, the style of living and manner of conducting business occurring in the locality of the City and surrounding communities, including but not limited to, the desire of citizens to live and work in areas with complementary land uses that include high quality housing, retail, offices, commercial services, and employment uses within areas that promote pedestrian and vehicular connectivity and vibrant mixed land use communities; and

WHEREAS, the City Council has determined that, based on circumstances existing on the Effective Date of this Ordinance, it is in the public interest to allow for flexibility in locating and arranging the authorized uses across and throughout the Land, depending upon the final alignment of the North Dallas Tollway and other major parallel arterial streets and that the changes approved herein will be appropriate in the immediate areas concerned and with regards to their relationship to the general area of the City as a whole; and

WHEREAS, the land use conditions, regulations and development standards set forth in Exhibit "C" attached hereto and incorporated herein (the "Group 2 Old Celina PD Conditions and Development Standards") incorporate a "Character Zone" methodology, establishing standards and uses consistent with the City's Comprehensive Zoning Ordinance in regulating land use and development in an orderly, responsible, and flexible manner, while providing predictability within a framework of conditions, standards and uses to enable the owner(s) of the Land within this PD to work together with the City to plan, envision, implement, and optimize development of the Land and provide for certain modifications to such district regulations; and

WHEREAS, the Group 2 Old Celina PD Conditions and Development Standards provide for, entail and clearly outline and describe certain modifications, amendments and supplements to the base zoning designations; and

WHEREAS, the City Council has considered, among other things, the character of the Land and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and has determined that it is in the best interests of the public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City and that PD #8, Ordinance No. 2003-68 and PD #15, Ordinance No. 2005-15 should be repealed in their entirety; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council, in compliance with the laws of the State of Texas and the ordinances of the City, 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 Land 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 recitals and premises are true and correct and are incorporated herein and made a part hereof for all purposes.

City of Celina, Ordinance No. 2016-_____ Old Celina Ltd.

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SECTION 2

FINDINGS

After due deliberations the City Council has concluded that the adoption of this ordinance (the “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 “PD#76” on the Land described in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4

ZONING DESIGNATION AND DEVELOPMENT STANDARDS

4.01 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” , as “PD#76” with base zoning designations of MU-2, Regional Mixed Use zoning district, I-1, Light Industrial zoning district, and SF-R, Single Family Residential Zoning district as revised, amended and supplemented by the Group 2 Old Celina PD Conditions and Development Standards which are described and clearly set forth in Exhibit “C”, attached hereto and incorporated herein. This PD creates standards that supplement, revise and build upon the base zoning designations and ~~that~~ differ in some respects from the requirements of the City’s Comprehensive Zoning Ordinance, ~~with the intent of creating a new and improved manner of land use and public space regulation in the City.~~

4.02 This Ordinance regulates the uses allowed for the Land identified above. All development and construction shall occur in accordance with the requirements of this Ordinance; the concept plans to be set forth for approval subsequent to the approval of this Ordinance as provided herein; the development standards set forth in Exhibit “C” and all other applicable ordinances, rules, and regulations of the City.

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 Land shall be used only in the manner and for the purposes provided for in this Ordinance and the Comprehensive Zoning Ordinance of the City of Celina, as amended.

SECTION 7

PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

Ordinance No. 2003-68, PD #8 and Ordinance No. 2005-15, PD #15, are hereby repealed in their entirety. In addition and notwithstanding, 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 any 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 the 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 past 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 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 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.

City of Celina, Ordinance No. 2016-_____ Old Celina Ltd.

Page 4

Attachment: Old Celina PD Ordinance Group 2 12.8.16 (1832 : Old Celina Ltd. Group 2 Zoning Ordinance)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of December, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Old Celina PD Ordinance Group 2 12.8.16 (1832 : Old Celina Ltd. Group 2 Zoning Ordinance)

EXHIBIT A

The Land

Comprising The Tracts Described Herein By Metes And Bounds

Attachment: Old Celina PD Ordinance Group 2 12.8.16 (1832 : Old Celina Ltd. Group 2 Zoning Ordinance)

TRACT 9 (28.282 ACRES):

BEING that certain tract of land situated in the Samuel McCullough Survey, Abstract No. 593 and the BBB & CRR Co. Survey, Abstract No. 132, Collin County, Texas, and being all that certain tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5208, Page 3371, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the Northeast corner of said Old Celina tract, same being the Southeast corner of that certain tract of land conveyed to Sandra Short Osborne, by deed recorded in Volume 2325, Page 801, Deed Records, Collin County, Texas, same being in the West right-of-way line of FM Highway 428 (variable width right-of-way);

THENCE along the common line of said Old Celina tract and said FM Highway 428 as follows:
South 01 deg. 29 min. 00 sec. East, a distance of 82.92 feet to a 1/2 inch iron rod found for angle point;

South 00 deg. 20 min. 00 sec. West, a distance of 316.00 feet to a 1/2 inch iron rod set with "Peiser & Mankin SURV" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for angle point;

South 07 deg. 08 min. 00 sec. West, a distance of 264.40 feet to a 1/2 inch iron rod found for angle point;

South 18 deg. 24 min. 00 sec. West, a distance of 94.20 feet to a 1/2 inch iron rod found for the beginning of a curve to the right, having a radius of 773.50 feet and a central angle of 64 deg. 08 min. 34 sec.;

Along said curve to the right, an arc distance of 865.93 feet and a chord bearing and distance of South 57 deg. 30 min. 40 sec. West, 821.42 feet to a 1/2 inch iron rod found which bears North 79 deg. 49 min. 19 sec. East, 0.57 feet and a wooden highway monument bears South 70 deg. 08 min. 01 sec. West, 0.57 feet for angle point;

South 89 deg. 31 min. 00 sec. West, a distance of 216.62 feet to a 1/2 inch iron rod set for the Southwest corner of said Old Celina tract, same being the Southeast corner of that certain tract of land conveyed as Tract Two to Jerry L. Moore, by deed recorded in County Clerk's File No. 94-0095870, Official Public Records, Collin County, Texas;

THENCE North 01 deg. 05 min. 30 sec. West, along the common line of said Old Celina tract and said Tract Two, passing the Northeast corner of said Tract Two, same being the Southeast corner of that certain tract of land conveyed as Tract One, said Jerry L. Moore tract, and continuing along the common line of said Old Celina tract and said Tract One, a total distance of 1561.28 feet to a 2 inch steel fence corner post which bears South 48 deg. 33 min. 13 sec. West, 0.59 feet for the Northwest corner of said Old Celina tract, same being the Southwest corner of aforesaid Osborne tract;

THENCE South 69 deg. 51 min. 27 sec. East, along the common line of said Old Celina tract and said Osborne tract, a distance of 1066.72 feet to the POINT OF BEGINNING and containing 28.282 acres of computed land, more or less.

TRACT 10 (157.54 ACRES):

That certain tract of land conveyed to Rex Keith Glendenning and wife, Sherese Marie Glendenning by deed recorded by Instrument Number 058722, Deed Records, Collin County, Texas and

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2002-0098687, Deed Records, Collin County, Texas and being more particularly described as follows:

SITUATED in the BBB & CRR Co. Survey, Abstract No. 132 in Collin County, Texas, and being a called 158.83 acre tract of land described in Substitute Trustee's Deed recorded in Volume 2998, Page 196, of the Land Records of Collin County, Texas, being more particularly described by metes and bounds to-wit:

BEGINNING at a point at the intersection of the South line of the BBB & CRR Co. Survey, and the West R.O.W. line of the St. Louis - San Francisco and Texas Railroad;

THENCE SOUTH 89 degrees 52 minutes West with the South line of said survey, same being the centerline of County Road 55, 951.4 feet to an iron pin;

THENCE NORTH 0 degrees 37 minutes West with an old established fence being the East line of a tract of land described in Volume 2849 Page 861, 203.4 feet to a corner post;

THENCE SOUTH 89 degrees 39 minutes West with said fence, same being the North line of said tract 206.86 feet to a corner post;

THENCE SOUTH 0 degrees 18 minutes East with said fence 202.63 feet to an iron pin in the centerline of County Road 55;

THENCE SOUTH 89 degrees 52 minutes West with said road 1971.8 feet to an iron pin found;

THENCE NORTH 0 degrees 03 minutes West with said County Road 1196 feet to an iron pin found;

THENCE SOUTH 89 degrees 58 minutes East 45.25 feet to an iron pin found;

THENCE in a Northerly direction with the East R.O.W. line of FM Highway 428 as follows:

NORTH 0 degrees 13 minutes West 183.6 feet a concrete marker;

NORTH 2 degrees 49 minutes East 200.13 feet a concrete marker;

NORTH 1 degree 23 minutes West 468.59 feet to an iron pin found;

THENCE SOUTH 89 degrees 47 minutes 24 seconds East with an established fence 2048.6 feet to an iron pin found;

THENCE SOUTH 1 degrees 02 minutes West with a fence 283.82 feet to an iron pin found;

THENCE EASTERLY with an old fence as follows:

NORTH 89 degrees 43 minutes East 197.4 feet;

NORTH 88 degrees 35 minutes East 324 feet;

SOUTH 68 degrees 25 minutes East 205 feet;

SOUTH 82 degrees 14 minutes East 146.2 feet to an iron pin found;

THENCE NORTH 0 degrees 13 minutes East with a fence 962.42 feet to an iron pin found;

THENCE NORTH 88 degrees 56 minutes East with a fence 533.9 feet to an iron pin found;

THENCE SOUTH 0 degrees 06 minutes East 135.84 feet to an iron pin found;

THENCE SOUTH 87 degrees 45 minutes East 176.4 feet to an iron pin found in the West R.O.W. line of the St. Louis - San Francisco and Texas Railroad;

THENCE SOUTH 11 degrees 51 minutes West with said R.O.W line 2547 feet to the place of beginning, CONTAINING 157.54 acres.

TRACT 11 (0.976 ACRES)

BEING that certain tract of land situated in the B.B.B. & C. RR. Co. Survey, Abstract No. 132, Collin County, Texas, and being all that certain tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5208, Page 3362, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with "Peiser & Mankin SURV" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for the Southeast corner of said Old Celina (Vol. 5208, Pg. 3362) tract, same being South 89 deg. 52 min. 00 sec. West, 951.40 feet from the intersection of the centerline of County Road No. 55 and the West line of S.L. & S. F. Railroad (Volume 128, Page 319), same being in the approximate centerline of County Road No. 55, same being a South corner of that certain tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5208, Page 3403, Deed Records, Collin County, Texas, same being in the North line of that certain tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5398, Page 693, Deed Records, Collin County, Texas;

THENCE South 89 deg. 51 min. 34 sec. West, along the common line of said Old Celina (Vol. 5208, Pg. 3362) tract and said Old Celina (Vol. 5398, Pg. 693) tract, and along the approximate centerline of said County Road No. 55, a distance of 209.98 feet to a 1/2 inch iron rod set for the Southwest corner of said Old Celina (Vol. 5208, Pg. 3362) tract, same being a South corner of said Old Celina (Vol. 5208, Pg. 3403) tract;

THENCE along the common line of said Old Celina (Vol. 5208, Pg. 3362) tract and said Old Celina (Vol. 5208, Pg. 3403) tract as follows:

North 00 deg. 18 min. 00 sec. West, a distance of 202.63 feet to a 60D nail found for the Northwest corner of said Old Celina (Vol. 5208, Pg. 3362) tract;

North 89 deg. 39 min. 00 sec. East, a distance of 208.86 feet to a 4 inch cutoff bois d'arc fence post for the Northeast corner of said Old Celina (Vol. 5208, Pg. 3362) tract;

South 00 deg. 37 min. 00 sec. East, a distance of 203.40 feet to the POINT OF BEGINNING and containing 42,515 square feet or 0.976 acres of computed land, more or less.

TRACT 12 (68.112 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2003-0025612, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING all that certain tract or parcel of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 132, County of Collin, State of Texas; said tract being part of a called 81.85 acre tract as shown by Deed to E. L. Higgins, dated April 8, 1987, and recorded in Volume 2599, Page 900 of the Deed Records of the County of Collin, State of Texas, and being more fully described as follows:

BEGINNING for the Southwest corner of the tract being described herein at a found 1/2 inch rebar by a fence corner post, said rebar being the Southwest corner of said Higgins tract, and an ell corner of a called 157.83 acre tract as shown by Substitute's Deed and recorded in Volume 2998, Page 196 of said Deed Records;

THENCE North 00 degrees 43 minutes 13 seconds East, with the West line of said Higgins tract, a distance of 282.98 feet to a found 1/2 inch rebar for a corner;

THENCE North 00 degrees 17 minutes 49 seconds West, with the West line of said Higgins tract, a distance of 2303.19 feet to a found 1/2 inch rebar for a corner in Collin County Road Number 56 (a gravel surfaced public road);

THENCE South 85 degrees 53 minutes 29 seconds East, a distance of 19.49 feet to a found 1/2 inch rebar for a corner;

THENCE North 00 degrees 01 minutes 05 seconds East, with the West line of said Higgins tract, and in said road, a distance of 744.59 feet to a found 1/2 inch rebar for a corner;

THENCE South 87 degrees 53 minutes 54 seconds East, with the North line of said Higgins tract, and along the North line of Cedar Street (an asphalt surfaced public street), a distance of 672.70 feet to a set 1/2 inch steel square tubing for a corner;

THENCE South 00 degrees 01 minutes 29 seconds West, with the West line of a 10 foot wide concrete alley part of the way, a distance of 824.71 feet to a set 1/2 inch steel square tubing for a corner;

THENCE South 87 degrees 14 minutes 21 seconds East, with the South line of a 10 foot wide concrete alley part of the way, a distance 708.19 feet to a set 1/2 inch steel square tubing for a corner on the East line of said Higgins tract, and the West line of a called 22.74 acre tract as shown by Deed to E. L. Higgins dated April 8, 1987, and recorded in Volume 2599, Page 892 of said Deed Records;

THENCE South 00 degrees 00 minutes 40 seconds East, with the East line of said Higgins tract, and the West line of said 22.74 acre tract, a distance of 1562.30 feet to a found 1/2 inch rebar for a corner;

THENCE South 89 degrees 04 minutes 33 seconds West, with an old fence and tree line, a distance of 533.74 feet to a found 1/2 inch rebar for a corner;

THENCE South 00 degrees 06 minutes 14 seconds West, with an old fence and tree line, a distance of 963.27 feet to a set 1/2 inch steel square tubing for a corner;

THENCE North 76 degrees 30 minutes 57 seconds West, a distance of 411.39 feet to a set 1/2 inch steel square tubing for a corner;

THENCE South 87 degrees 43 minutes 31 seconds West, a distance of 186.92 feet to a set 1/2 inch steel square tubing for a corner;

THENCE South 89 degrees 58 minutes 09 seconds West, a distance of 268.63 feet to the POINT OF BEGINNING and containing 81.528 acres of land.

SAVE AND EXCEPT the following tract:

BEING a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 132, Collin County, Texas, and being part of a called 81.528 acre tract of land described in a deed to Rex Glendenning et ux, recorded as Instrument No. 94-0026252, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for corner at the Northwest corner of said 81.528 acre tract in the North line of Cedar Street;

THENCE south 87 degrees 53 minutes 54 seconds East, along the North boundary line of said 81.528 acre tract a distance of 672.70 feet to a 1/2 inch iron rod set for corner at the Northeast corner thereof;

THENCE South 00 degrees 01 minutes 29 seconds West, mostly with the East boundary line of said 81.528 acre tract at a distance of 824.71 feet passing a 5/8 inch iron rod found for reference at an "ell" corner thereof and continuing for a total distance of 914.63 feet to a 1/2 inch iron rod set for corner in the South right-of-way line of a proposed future street;

THENCE North 87 degrees 15 minutes 08 seconds West, along the South right-of-way line of said street a distance of 115.05 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the right having a radius of 645.00 feet, a central angle of 22 degrees 25 minutes 00 seconds, and a chord which bears North 76 degrees 02 minutes 38 seconds West, a distance of 250.75 feet;

THENCE in a Northwesterly direction with said curving right-of-way an arc distance of 252.35 feet to a 1/2 inch iron rod set for corner at the point of a reverse curve to the left having a radius of 555.00 feet, a central angle of 24 degrees 50 minutes 29 seconds, and a chord which bears North 77 degrees 15 minutes 23 seconds West, a distance of 238.75 feet;

THENCE in a Northwesterly direction along said curving right-of-way an arc distance of 240.63 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 degrees 40 minutes 38 seconds West, along the South right-of-way line of said proposed street a distance of 100.00 feet to a 1/2 inch iron rod set for corner in a West boundary line of said 81.528 acre tract;

THENCE North 00 degrees 17 minutes 49 seconds West, along a West boundary line of said 81.528 acre tract a distance of 76.89 feet to a 1/2 inch iron rod set for corner at an “ell” corner thereof;

THENCE south 85 degrees 53 minutes 29 seconds East, a distance of 19.49 feet to a 1/2 inch iron rod set for corner at an interior corner thereof and being in a gravel road known as County Road No. 56;

THENCE North 00 degrees 01 minutes 05 seconds East, along a West boundary line of said 81.528 acre tract a distance of 744.59 feet to the PLACE OF BEGINNING and CONTAINING 13.416 acres of land.

Leaving a net area of 68.112 acres.

TRACT 13 (22.741 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2003-0025612, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING all that certain tract or parcel of land situated in the B.B.B. & C.R.R. Survey, Abstract Number 132, County of Collin, State of Texas; said tract being shown by Deed to E. L. Higgins, dated April 8, 1987, and recorded in Volume 2599, Page 892 of the Deed Records of the County of Collin, State of Texas, and being more fully described as follows:

BEGINNING for the Northeast corner of the tract being described herein at a set 1/2 inch steel square tubing by a fence corner post, said tubing being the Northeast corner of said Higgins tract, and on the West right-of-way line of the St. Louis, San Francisco & Texas Railroad;

THENCE South 11 degrees 58 minutes 12 seconds West, with the East line of said Higgins tract, and the West line of said Railroad right-of-way, a distance of 2313.40 feet to a set 1/2 inch steel square tubing for a corner;

THENCE South 73 degrees 35 minutes 22 seconds West, a distance of 20.00 feet to a set 1/2 inch steel square tubing for a corner;

THENCE South 29 degrees 22 minutes 23 seconds West, a distance of 320.00 feet to a set 1/2 inch steel square tubing for a corner;

THENCE South 88 degrees 37 minutes 53 seconds West, a distance of 62.38 feet to a fence corner post for the Southwest corner of said Higgins tract;

THENCE North 00 degrees 01 minutes 25 seconds East, with the West line of said Higgins tract, a distance of 135.91 feet to a found 1/2 inch rebar for a corner;

THENCE North 00 degrees 00 minutes 40 seconds West, with the West line of said Higgins tract, a distance of 1567.31 feet to a found 1/2 inch rebar for a corner;

THENCE North 00 degrees 02 minutes 00 seconds East, with the West line of said Higgins tract, a distance of 421.32 feet to a found 1/2 inch rebar for a corner;

THENCE North 89 degrees 30 minutes 57 seconds East, a distance of 311.57 feet to a fence corner post for a corner;

THENCE North 00 degrees 03 minutes 04 seconds West, a distance of 416.61 feet to a fence corner post for a corner;

THENCE North 89 degrees 15 minutes 06 seconds East, a distance of 407.15 feet to the POINT OF BEGINNING and containing 22.741 acres of land.

TRACT 14 (46.744 ACRES):

Being a tract of land situated in the Collin County School Land Survey, Abstract No. 167, Collin County, Texas and also being all that certain tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5398, Page 693, Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail set with washer stamped "Peiser & Mankin SURV" (hereinafter referred to as mag nail set) for the Northeast corner of said Old Celina tract (Vol. 5398, Pg. 693), same being in the approximate centerline of County Road No. 55 (prescriptive right-of-way), same being in the westerly right-of-way line of S.L. & S.F. Railroad, as recorded in Volume 128, Page 319, said Deed Records, same being the Southeast corner of that certain tract of land conveyed to Old Celina, Ltd. by deed recorded in Volume 5208, Page 3403, said Deed Records;

THENCE South 11 deg. 43 min. 44 sec. West, along the common line of said Old Celina tract (Vol. 5398, Pg. 693) and said S.L. & S.F. Railroad right-of-way, passing at a distance of 61.35 feet, a 1/2 inch iron rod set with "Peiser & Mankin SURV" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for reference, and continuing along the common line of said Old Celina tract (Vol. 5398, Pg. 693) and said S.L. & S.F. Railroad right-of-way, a total distance of 2810.81 feet to a 1/2 inch iron rod with "TX3258" cap found for the Southeast corner of said Old Celina tract (Vol. 5398, Pg. 693), same being the Northeast corner of that certain tract of land conveyed to Madeline Elizabeth Stone (no recording information found);

THENCE South 89 deg. 38 min. 16 sec. West, along the common line of said Old Celina tract (Vol. 5398, Pg. 693) and said Stone tract, a distance of 359.86 feet to a 1/2 inch iron rod set for the most southerly Southwest corner of said Old Celina tract (Vol. 5398, Pg. 693), same being in an easterly line of that certain tract of land conveyed to W/J CR 55 LP, by deed recorded in Instrument Number 20160620000775040, Official Public Records, Collin County, Texas, same being generally in County Road No. 1117 (prescriptive right-of-way);

THENCE North, along the common line of said Old Celina tract (Vol. 5398, Pg. 693) and said W/J tract, and generally along County Road No. 1117, a distance of 2331.25 feet to a 1/2 inch iron rod found for internal corner, same being the most easterly Northeast corner of said W/J tract;

THENCE along the common line of said Old Celina tract (Vol. 5398, Pg. 693) and said W/J tract as follows:

South 89 deg. 33 min. 55 sec. West, a distance of 623.63 feet to a 1/2 inch iron rod with "TX3258" cap found for the most westerly Southwest corner of said Old Celina tract (Vol. 5398, Pg. 693), same being an internal corner of said W/J tract;

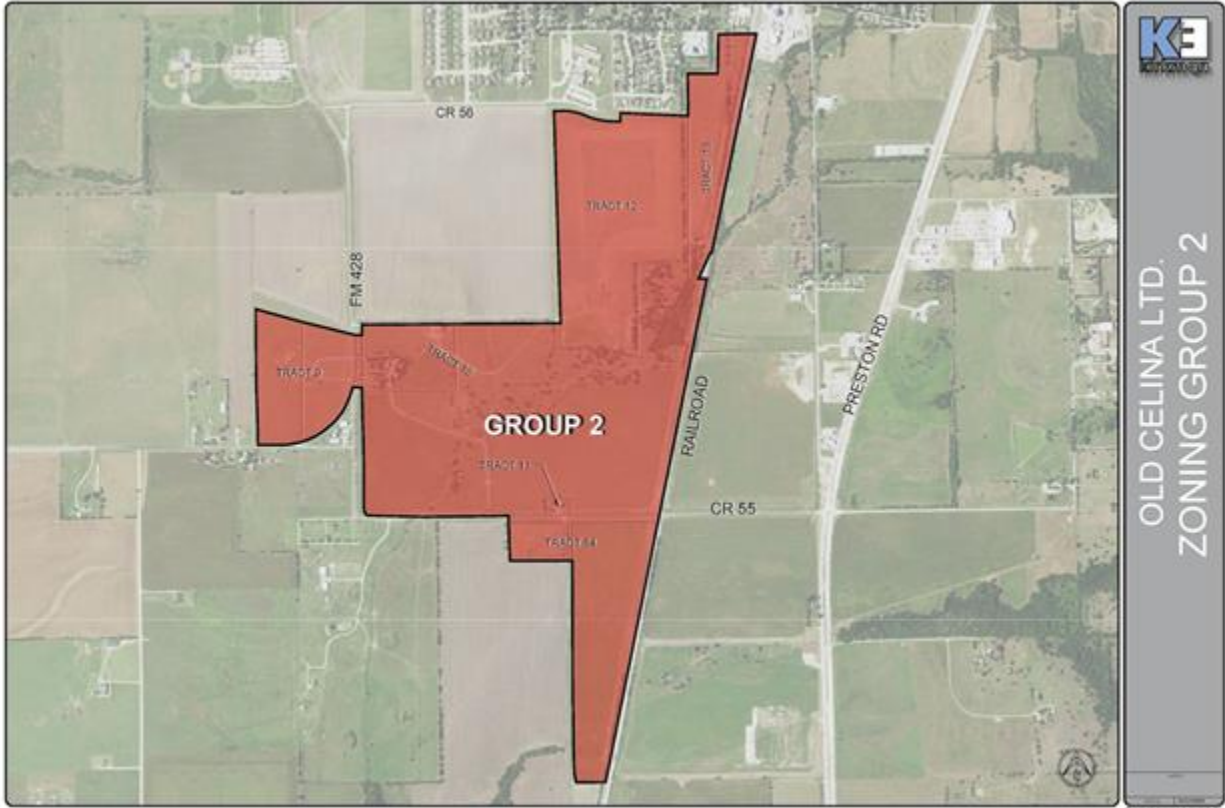
North, passing at a distance of 359.87 feet, a 1/2 inch iron rod with "TX3258" cap found for reference, and continuing a total distance of 419.87 feet to a mag nail with washer set for the Northwest corner of said Old Celina tract (Vol. 5398, Pg. 693), same being the Northeast corner

of said W/J tract, same being in the approximate centerline of aforesaid County Road No. 55, same being in the southerly line of aforesaid Old Celina tract (Vol. 5208, Pg. 3403);

THENCE North 89 deg. 42 min. 17 sec. East, along the common line of said Old Celina tract (Vol. 5398, Pg. 693) and said Old Celina tract (Vol. 5208, Pg. 3403) and the approximate centerline of said County Road No. 55, passing a southerly corner of said Old Celina tract (Vol. 5208, Pg. 3403), same being the Southwest corner of that certain tract of land conveyed to Old Celina, Ltd, by deed recorded in Volume 5208, Page 3362, aforesaid Deed Records, and continuing along the common line of said Old Celina tract (Vol. 5398, Pg. 693), and said Old Celina tract (Vol. 5208, Pg. 3362), passing the Southeast corner of said Old Celina tract (Vol. 5208, Pg. 3362), same being a southerly corner of said Old Celina tract (Vol. 5208, Pg. 3403), and continuing along the common line of said Old Celina tract (Vol. 5398, Pg. 693) and said Old Celina tract (Vol. 5208, Pg. 3403), passing the intersection of said County Road No. 1117 and said County Road No. 55, and continuing along the common line of said Old Celina tract (Vol. 5398, Pg. 693) and said Old Celina tract (Vol. 5208, Pg. 3403), a total distance of 1554.87 feet to the POINT OF BEGINNING and containing 46.744 acres of computed land, more or less.

EXHIBIT B

Graphic Depiction Of The Land



KE
K&E CONSULTING

OLD CELINA LTD.
ZONING GROUP 2

EXHIBIT C

GROUP 2 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

Attachment: Old Celina PD Ordinance Group 2 12.8.16 (1832 : Old Celina Ltd. Group 2 Zoning Ordinance)

1. ***Purpose and Intent.*** The purpose of the Planned Development District NO. 76 is to create a vibrant pedestrian friendly development that promotes the ability to grow with the increased market demand of Celina. The PD is intended to:
 - a. Allow a mixture of complementary land uses that include housing, retail, offices, commercial services, and employment uses to create economic vitality;
 - b. Emphasize vehicular and pedestrian connectivity to adjacent opportunities and land uses that balances neighborhood integrity with transportation benefits of connectivity, market demand for development and regional access;
 - c. Establish development standards to create development of quality;
 - d. Encourage the development of vertical and horizontal mixed-use areas that are safe, comfortable and attractive to pedestrians;
 - e. Provide flexibility in the siting and design of new developments and redevelopment to anticipate changes in the marketplace while establishing human-scaled residential and non-residential buildings; and
 - f. Include a range of residential options that reflect changing lifestyles while balancing market demand and community preferences;
2. ***Relationship to the City's Comprehensive Plan.*** The submission of this PD correlates directly with many goals recommended by the Celina Comprehensive Plan. This PD assists in fulfilling Land Use and Transportation Goals as referenced below.
 - a. LU Goal 1: The City of Celina will promote orderly development and redevelopment to achieve a pattern of balanced, interrelated, compatible and varied uses of land.
 - b. LU Goal 2: Guide growth into a sound, sustainable pattern of land use that maintains growth capacity, provides for a fiscally responsible approach to infrastructure expansion, and demonstrates sound stewardship of the environment.
 - c. LU Goal 4: Promote the creation of suburban character development that is attractive, safe, practical, and accessible to necessary facilities and services.
 - d. LU Goal 5: Promote and support the development of well-designed centers for jobs, shopping, culture, entertainment and housing.
 - e. LU Goal 6: Create a large-scale commercial center along the proposed Dallas North Tollway to draw visitors and to serve as a destination point for the city and the region. Allow for a wide mix of retail, personal services, dining, entertainment and complementary residential opportunities.

- f. LU Goal 7: Promote development that integrates at least two primary, mutually supporting uses on the same site.
- g. T Goal 1: Plan and develop an efficient and effective roadway network that will serve the future needs of Celina.
- h. T Goal 2: Identify, provide for and promote alternatives to single-occupant automobiles as viable means of travel within and through Celina.

3. **Review Process and Administration.**

- a. **Plan Review Process.** Development of land for construction includes two steps plus plat approval. The first step is the CP/GDP review and Planning and Zoning Commission (PZ) approval. The second step is site plan review and administrative approval.
- b. **Concept Plan/General Development Plan (CP/GDP).** The CP/GDP is intended to illustrate the general development pattern and character of the Planned Development. A CP/GDP approved by PZ shall be required before a site plan can be approved administratively. The CP/GDP may be submitted for approval before or at the time of site plan, with the site plan administrative approval running concurrent to PZ review of the CP/GDP.
 - i. The applicant shall submit a CP/GDP and supporting information with the following requirements:
 - 1. CP/GDP shall cover an area of at least 60 acres or the size of the area delineated within this Planned Development, whichever is smaller.
 - 2. For any property less than 10 acres, the CP/GDP shall align with the context around the CP/GDP area. This can be established by:
 - a. Showing the existing (or proposed if none exist) CP/GDP's adjacent to the site and showing how the current CP/GDP aligns vehicle and pedestrian connections;
 - b. Extending potential pedestrian and vehicular connections to adjacent property; and/or
 - c. Showing how this CP/GDP is compatible with adjacent property.
 - 3. CP/GDP shall be noticed by signs and to owners within 200 feet of the subject area
 - 4. A CP/GDP is not intended to be a detailed proposal; rather, it shall illustrate the general location of land uses, basic street layout and treatment of

transition areas to adjacent uses. The CP/GDP shall illustrate the proposed general design direction of the site with dimensional guidelines that provide adequate information about the design intent, intensity and phasing of the proposed plan.

5. The CP/GDP shall:

- a. Demonstrate compliance with the Planned Development's purpose and development standards.
- b. Prescribe requirements for a complete CP/GDP submittal including:
 - i. Delineation of Character Zones for the development including one or more areas designated as (1) Commercial/Mixed Use, (2) Transition, (3) Neighborhood, and/or (4) Industrial/Light Manufacturing per the Development Standards Table in Section 6 below;
 - ii. The layout of proposed mandatory blocks and streets and conceptual bikeways, trails and pedestrian paths;
 - iii. The location and acreage of open space meeting at least the minimum required (see Development Standards Table in Section 6 below) as well as the type of open space;
 - iv. The location within each Character Zone of uses delineated generally as non-residential (retail, office, industrial), mixed use (both residential and non-residential), residential, and open space ;
 - v. The approximate placement of buildings and anticipated scale if known at the time of CP/GDP;
 - vi. General parking locations (surface and structured);
 - vii. Preliminary drainage and water/sewer plan; and
 - viii. Any additional materials needed to fulfill the requirements of a General Development Plan as described in Sec. 10.03.082 (g) of the City of Celina Code of Ordinances. A tree survey and mitigation plan may be delayed until site plan.

- ix. Fulfilling these requirements shall satisfy the requirements under the City of Celina Subdivision Ordinance for General Development Plans, Sec. 10.03.083, as exists or may be amended.
- c. Include a narrative that provides:
 - i. A statement of the purpose and intent of the proposed CP/GDP in terms of the anticipated nature of the development in each respective Character Zone at buildout, likely phasing, strategies to integrate natural features;
 - ii. A description of the mix of land uses and the anticipated design elements that will ensure compatibility both within the development site, and with adjacent land uses and development patterns.
- d. Statistical information including:
 - i. Gross acreage of the site, and net acreage of the site (less streets and open space);
 - ii. Amount of land devoted to open space (meeting the minimum required as established in the Development Standards Table below in Section 6), both in acres and as a percentage of the gross acreage of the site;
 - iii. The approximate amount of land devoted to different character zones, both in acres and as a percentage of the gross acreage of the site;
 - iv. A general plan for pedestrian, bicycle and vehicular circulation describing the general design capacity of the system as well as access points to community wide networks;
 - v. A traffic impact analysis (when submitting CP/GDP concurrently with site plan, the traffic impact analysis shall analyze the overall CP/GDP area. Where traffic impacts are less than 50 cars per hour per drive a traffic summary letter shall only be required). In addition, a TIA may be used to justify the cost share of on-site and off-site roads; and

- vi. The maximum allowable building coverage and maximum height by each component area.
 - e. Street design standards (if different from City standard streets), including general streetscaping and pedestrian and cycling realm concepts such as general sidewalk dimensions associated with respective street types and trail concepts; and
 - f. A landscape CP/GDP that includes: general layout for proposed landscaping including aspects of the public realm such as trees, streetscape treatments, front yards, and medians; proposals for required parking lot landscaping, screening, design concepts for all open spaces, lighting and any other information required by the City, all or a portion of which may be deferred to site plan.
- 6. The applicant may request that the PZ waive any of the foregoing requirements of the CP/GDP that are not applicable to the review of a specific development and defer them to the site plan approval stage.
- c. **Site Plan.** A site plan administratively approved by the City Manager or his/her designee shall be required before a plat can be submitted for all development. Applications for site plans shall be submitted only after PZ has approved a CP/GDP for that area incorporated by the site plan.
 - i. The City Manager or his/her designee shall make a decision on a site plan only after receiving a recommendation of City Staff.
 - ii. In addition to information required by City standards for site plans, an application for site plan approval shall include:
 - 1. Any specific standards for signage that provide a design palette addressing the location, lighting, colors and materials for all development oriented signage in the site plan (tenant specific signage may be deferred to certificate of occupancy). Any signage not permitted by City of Celina Code of Ordinances shall be permitted to file for meritorious exception, Sec. 3.07.010 and apply through the requirements stated in that section; and
 - 2. Specific parking layout, parking count, and parking lot landscaping.
 - iii. Provide building elevations including materials, configurations of all building elements such as roofs, walls, doors, windows, openings and other architectural features, and specify the materials and configurations permitted) for walls, roofs, openings and other elements.

1. The minimum and maximum building setbacks by Character Zone;
 2. Building design standards for the proposed development specifying the range of materials and building configurations using diagrams or imagery as necessary; and
 3. Development standards (from Section 6 below) not already provided in the CP/GDP, by Character Zone, on the site plan and/or in the form of a table where needed.
- d. **Minor Modifications.** The City Manager or his/her designee may approve modifications to the CP/GDP, site plan or any standards in the Planned Development after a consultation with City Staff based on unique site conditions, creative design approaches, changed market conditions and the overall development context at the time of the application. Those minor modifications shall be allowed as long as they do not:
- i. Conflict materially and substantially with already approved adjacent site plans or constructed development under this Planned Development;
 - ii. Change the area of a Character Zone by more than 30% in land area of the original Character Zone;
 - iii. Shift thoroughfares and/or collectors by more than 200 feet;
 - iv. Substantially change the circulation of the major street/trail network; and/or
 - v. Substantially reduce the amount open space or fail to replace in another location, and in no case fall below the 5% minimum required.
- e. **Major Modifications.** Any modification beyond the permitted minor modifications shall be considered by PZ after recommendation from the City Manager or his/her designee. A denial of that approval may be appealed to the City Council by the Applicant.
- f. **Amendments to Approved Plans or Development Standards.** The CP/GDP shall establish an overall vision for the proposed development within the framework of flexible design standards as established by the applicant in conjunctions with the PZ. Any amendments to the entire CP/GDP that are beyond minor modifications shall be considered a major change to an approved CP/GDP and shall be considered by the PZ after recommendation from the City Manager or his/her designee if consistent with the intent of the Planned Development. A denial of that approval may be appealed to the City Council by the Applicant.
- g. **Appeals to Administrative Decision.** All other appeals of administrative decisions by the City Manager or his/her designee on the Site Plan or Minor Modifications shall be heard by the City Council with recommendation from the Planning and Zoning Commission.

4. ***Establishing District Standards.***

a. General.

i. Application of the Character Zones within the CP/GDP shall adhere to the following requirements:

1. Any single character zone can be used entirely within a CP/GDP.
2. If a Neighborhood Zone is used in conjunction with Industrial/Manufacturing or Commercial Mixed-Use zones, the Transition Zone shall be used to buffer the Neighborhood Zone.
3. Generally, if the PD is adjacent to existing or planned Single-Family land uses, Industrial/Manufacturing or Commercial Mixed-Use zones shall be placed no closer than 200 feet from the single-family use property line, with Transition and/or Neighborhood zones being used within that area.



BUILDING SCALE APPROACH USED AT TRANSITION ZONE

4. No uses other than detached single family shall be allowed within 200 feet of the northern boundary where it abuts existing single family uses.
- ii. Pedestrian Oriented Streets are used within the CP/GDP to achieve a higher level of pedestrian activity and connectivity. The amount of the required Pedestrian Oriented Streets in any one CP/GDP is determined by the character zone, within the Development Standards Table in Section 6 below.
 - iii. Pedestrian Oriented Streets include design considerations as follows:
 1. Limiting use of curb cuts along the Pedestrian Oriented Street;

2. Planting street trees between the curb and the sidewalk, or within tree wells in the sidewalk area;
 3. Include the use of traffic calming designs (narrowing of pavement section, striping, elevated crosswalks, etc.);
 4. Adhering to the setback range according to the Development Standards; and
 5. Utilizing shading devices along the non-residential or mixed-use building frontage, such as porches, awnings, pergolas and other similar shade devices.
- iv. Open space along a street shall count towards Pedestrian Oriented Street requirement.
- b. Commercial Mixed-Use. Intended to be used for commercial uses and mixed-use developments for urban, semi-urban or suburban developments. Generally, this character zone should be used within areas intended for placemaking or neighborhood centers.
 - c. Transition. Intended to have a mix of neighborhood services, small office and variety of housing types to appropriately transition neighborhood residential to commercial and industrial/manufacturing zones.
 - d. Neighborhood. Primarily residential with variety types and sizes of lots.
 - e. Industrial/Light Manufacturing. Primarily employment with neighborhood services.

5. Schedule of Uses

- a. The following Uses Shall be Permitted by Right (unless otherwise indicated as conditional) by Character Zone as established by the CP/GDP:

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
RESIDENTIAL				
Accessory building/structure (residential)			P	
Accessory building/structure (non-residential)	P	P	P	P

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Accessory dwelling ¹		P	P	
Caretaker's/guard's residence	C	C	C	C
Community home		P	P	
Duplex/two-family				
Dwelling unit aboveground floor business	P	P	P	
Family home adult care		C	C	
Family home child care		C	C	
Four-family (quadraplex, stacked residential within one structure)	P	P	P	
Home occupation	P	P	P	
Living quarters on-site with a business	C	C	C	C
Multifamily	P	P		
Private street subdivision		C	C	
Rooming/boarding house	C			
Single-family detached		P	P	
Single-family industrialized home				
Single-family townhouse (attached)		P	P	
Single-family zero lot line/patio homes		P	P	
Three-family (triplex)		P	P	
OFFICE				
Armed services recruiting center	P	P		P
Bank/credit unions	P	P		P
Credit agency	P	P		P
Insurance agency offices	P	P		P
Offices (brokerage services)	P	P		P
Offices (health services)	P			P
Offices (legal services)	P	P		P
Offices (medical office)	P			P
Offices (professional and general business)	P	P		P
Real estate offices	P	P		P
Savings and Loan	P			P
Security monitoring company (no outside storage)	P			P

¹ Accessory dwelling for this PD is intended to be permitted as an additional dwelling unit above or to the side of a detached garage, or may also be attached or detached individually to the primary residence on the site. There is no lot size minimum for inclusion of an accessory dwelling within this PD.

Character Zones				
Uses	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Telemarketing agency	P			P
PERSONAL & BUSINESS SERVICES				
Ambulance service (private)	C			P
Appliance repair	C			P
Artist studio	P	P	C	P
Automatic teller machines (ATM's; maximum 2 in any one location)	P	P		P
Automobile driving school	C			P
Barber shop (non-college)	P	P		P
Beauty shop (non-college)	P	P		P
Bed & breakfast inn	P	C	C	P
Communication equipment (no outdoor sales or storage)	P	P		P
Computer sales	P	P		P
Dance/drama/music schools (performing arts)	P	P		P
Extended stay hotels (residence hotels)	P			P
Exterminator service (no outdoor sales or storage)	C			P
Financial services (advice/invest)	P	P		P
Funeral home with crematorium				C
Funeral home without crematorium	P			P
Hotel	P			P
Kiosk (providing a service as a permanent structure and within a publicly accessible open space or retail area; must be in addition to a primary structure and may not be placed within 200 feet of public street right-of-way)	P	C		P
Laundry/dry cleaning (drop off/pick up)	P	P		P
Locksmith	P	P		P
Martial arts school	P	P		P
Media production studio	P	P		P
Mini-warehouse/self storage	C			P
Photocopying/duplicating	P	P		P
Photography studio	P	P		P
Plant nursery (grown for commercial purposes)	P			P
Security quarters as associated with a business (live-in)	C	C		C
Sexually oriented business				
Seasonal business	P			P
Shoe repair	P	P		P
Studio for radio or television (without tower)	P			P

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Tailor shop	P	P		P
Telephone/cable exchange	P			P
Temporary business	P	P		P
Tool rental (indoor storage)	P			P
Tool rental (outdoor storage)	C			P
Travel agency	P	P		P
RETAIL				
All terrain vehicle dealer/sales or service	C			P
Antique sale	P	P		P
Any retail use with a drive through	P			P
Art dealer/gallery	P	P		P
Auto supply store for new & rebuilt parts (no auto repair)	P			P
Bakery (retail)	P	P		P
Bike sales and/or repair	P	P		P
Book store	P	P		P
Building material sales/lumber	C			P
Cabinet shop (manufacturing)				P
Cafeteria	P			P
Check cashing service				
Clothing & accessories (new)	P			P
Confectionery store (retail)	P			P
Consignment shop	P			P
Convenience store	P			P
Convenience store (with gas sales)	P			P
Department store	P			P
Drapery shop/blind shop	P			P
Florist	P	P		P
Food or grocery store	P			P
Food Truck Park (providing semi-permanent or occasional food truck parking within a property with required hookups for proper drainage and other services)	C	C		C
Furniture sales (indoor)	P			P
Garden shop (inside storage)	P			P
Gift/toy shop	P			P
Gravestone/tombstone sales				P
Handicraft/artisans shop	P	P		P

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Hardware store	P			P
Home improvement center	P			P
Jewelry store	P	P		P
Lawnmower sales and/or repair	P			P
Major appliance sales (indoor)	P			P
Market (public)	C	C	C	C
Motorcycle dealer (new and/or repair; no outdoor storage)	P			P
Needlework shop	P	P		P
Personal services	P	P		P
Personal watercraft sales (new and/or repair; no outdoor storage)	P			P
Pet care facility (indoor)	P	P		P
Pet shop/supplies	P	P		P
Pharmacy	P	P		P
Plant nursery (retail sales outdoors)	P			P
Recycling kiosk				
Restaurant	P	P		P
Restaurant (drive-in service)	P			P
Restaurant (with drive-through service)	P			P
Security systems installation company	P			P
Silk screen printing/tee shirt shop	P			P
Sporting goods	P			P
Stamps, coin, & other collectables	P			P
Temporary outdoor retail sales/commercial promotion	P	P		P
Upholstery shop (non-auto)	P			P
Used merchandise; furniture, antique shop store	P			P
Vacuum cleaner sales and repair	P			P
Veterinarian (indoor kennels)	P			P
Veterinarian (outdoor kennels)				P
Woodworking shop (ornamental)	P	P		P
TRANSPORTATION & AUTO SERVICES				
Auto body repair				P
Auto dealer (primarily new)	C			C
Auto financing & leasing (indoor; max 250 cars)	P	P		P
Auto glass repair/tinting	C			P
Auto interior shop/upholstery	C			P

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Auto laundry or carwash (attended)	C			P
Auto laundry or carwash (unattended)	C			P
Auto muffler shop	C			P
Auto paint shop	C			P
Auto repair (major)	C			P
Auto repair (minor)	C			P
Auto repair as an associated use to retail sales	C			P
Auto tire repair/sales (indoor)	P			P
Auto wrecker service				P
Automobile accessory installation (minor)	C			P
Full service carwash (detail shop)	C			P
Limousine/taxi service	C			P
Parking lot structure, commercial (auto)	P	P		P
Quick lube/oil change/minor inspection	P			P
Rental car/sales	P			P
Tire dealer, with open storage	C			P
Tire dealer, without open storage	P			P
AMUSEMENT & RECREATION SERVICES				
Amusement devices/arcade (4 or more devices)	P			P
Amusement park	C			C
Amusement ride	C			C
Amusement services (indoors)	P			P
Amusement services (outdoors)	C			P
Billiard/pool facility (three or more tables)	P			P
Bingo facility	P			P
Bowling center	P			P
Broadcast station (with tower)				C
Carnival	C			C
Country club (private)	P	P	C	P
Dance hall/dancing facility	P			P
Day camp for children	P	P		P
Dinner theatre	P	P		P
Exhibition hall	P	P		P
Fair ground/exhibition area	C	C	C	C
Golf course (miniature)	P			P

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Golf course (public/private)	P	C	C	P
Health club (physical fitness)	P	P		P
Indoor sports facility	P	P		P
Motion picture studio, commercial film	P	P		P
Motion picture theater (indoors)	P			P
Museum	P	P	P	P
Park and/or playground	P	P	P	P
Rodeo grounds				C
Skating rink	P			P
Temporary amusement rides (additional zoning requirements for temporary uses)	P	P	P	P
Tennis court (lighted)	P	P	P	P
Theater (non-motion picture)	P	P		P
Travel trailers/R.V.'s (short term stays)				P
Video rental/sales	P	P		P
INSTITUTIONAL & GOVERNMENTAL				
Antenna (commercial)	Sec. 14.04.003			
Antenna (noncommercial)	P	P	P	P
Assisted living facility	P	P	C	C
Broadcast towers (commercial)	Sec. 14.04.003			
Cellular/wireless communications tower	Sec. 14.04.003			
Child day care (business)	P	P	C	C
Church/place of worship	P	P	P	P
Civic club	P	P		P
Clinic or office (medical)	P	P		P
Community center (municipal)	P	P	P	P
Electrical generating plant				C
Electrical substation				C
Emergency care clinic	P	C		P
Fire station	P	P	P	P
Franchised private utility	P	P	P	P
Fraternal organization	P	C		P
Governmental building (municipal, state or federal)	P	P	P	P
Group day care home	P	C	C	P
Heliport				C
Helistop	C			C

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Hospice	P			P
Hospital (acute care/chronic care)	C	C	C	P
Landfill				C
Library (public)	P	P	P	P
Mailing service (private)	P	P		P
Non-profit activities by church	P	P	P	P
Nursing/convalescent home	P	P		P
Orphanage				
Philanthropic organization	P	P		P
Post office (governmental)	P	P	P	P
Radio/Television Tower (Commercial)	C			C
Rectory/parsonage	P	P	P	P
Rehabilitation care institutions	P	C		P
Retirement home/home for the aged	P	P	P	P
School, business/commercial trade	P	P		P
School, driving/defensive driving	P	P		P
School, K through 12 (private)	P	P	P	P
School, K through 12 (public)	P	P	P	P
Senior center	P	P	P	P
Telephone and exchange, switching or relay station	P	P		P
Wastewater treatment plant (public)	C	C	C	C
Water treatment plant (public)	P	P	P	P
COMMERCIAL & WHOLESALE TRADE				
Book binding	P	P		P
Dry cleaning plant				P
Feed & grain store	C			C
Food processing				P
Furniture craftsman (artisan)	P	P		P
Furniture manufacture	C	C		P
Heating & air-conditioning sales/services	P			P
Manufactured home sales				C
Pawn shop	P			P
Propane Refill	C			P
Propane Exchange	P			P
Recycling center				

Character Zones				
Uses	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Taxidermist				P
Transfer station (refuse/pickup)				P
Veterinarian (outdoor kennels or pens)				P
Warehouse/office warehouse	C			P
Welding shop	P	P		P
Winery	C	C		C
LIGHT MANUFACTURING				
Commercial irrigation well	P	P	P	P
Concrete or asphalt batching plant (temporary)	C	C	C	C
Concrete or asphalt batching plant (permanent)				C
Contractor's office/sales (no outside storage)	C	C	C	C
Contractor's temporary on-site construction office	C	C	C	C
Electronic assembly	C			P
Engine motor manufacturing/re-manufacturing				P
Heavy manufacturing				C
Laboratory equipment manufacturing	C			P
Light manufacturing				P
Machine shop	C			P
Maintenance & repair service for buildings	C			P
Micro brewery/sales and consumption (on-site mfg.) with distribution	C			P
Micro brewery/sales and consumption (on-site mfg.) without distribution	P	P		P
Mining/drilling				P
Open storage/outside storage	C	C		C
Plumbing shop				P
Research lab (non-hazardous)	C	C		P
Recycling center				
Sand/gravel sales (storage)				C
Sign manufacturing	P			P
Stone/clay/glass manufacturing				C

- b.** Conditional Uses. Conditional uses shall be processed in accordance with article 14.03, division 2. Notifications for conditional uses shall be done for properties within 200 feet of subject property.

6. Character Zones and Development Standards.

a. All standards marked “flexible” shall be defined during the CP/GDP submittal.

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
1. Building and Site Standards				
a. Principal Building Height*	No maximum	5 stories or 65 feet	3 stories or 45 feet	No maximum
* Building height shall be measured in number of stories. Habitable attics and mezzanines shall be excluded from the height calculation as long as they do not exceed 50% of the floor area of a typical floor in the same building. Heights shall be measured to the top of parapet or to the eaves of a pitched roof.				
b. Setbacks (max. and min.)**	Note about measuring setbacks: In cases where the ROW is established at or behind the curb line of streets, setbacks shall be measured from the edge of the pedestrian easement or streetscape zone or utility easement closest to the building face along that street.			
Front – Pedestrian Oriented Streets	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'
Front – General Streets	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible
Side	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible
Rear	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible
**Minimum and/or maximum setback standards shall be proposed by the applicant for each character zone based on the above criteria and Development Standards established in this PD. All buildings shall be required to meet Fire Code and International Building Code as adopted by City of Celina.				
**Specific standards for curvilinear streets may be proposed.				
^ Maximum setbacks along pedestrian oriented streets that are along improved public space (park, plaza or other civic feature) between the street/sidewalk and building face may exceed the standards established in this table by the total width of the open space.				
c. Minimum Building Frontage ^e				
Pedestrian Oriented Frontage	60%	50%	30%	Flexible
All other Frontages	None required	None required	None required	None required
^e Corner building facades at street intersections shall be built within the setback range for a minimum of 30' from the corner along both streets or the width of the corner lot, whichever is less. This standard shall apply to any street intersection with a Pedestrian Oriented Street designation (even if the cross street has a General Frontage designation).				
d. Accessory buildings	Permitted	Permitted	Permitted	Permitted
Standards for accessory buildings, structures and dwellings shall be provided by the applicant. The standards shall result in these accessory uses being smaller in size and scale to the principal building. Accessory building should be a necessary component to the primary use.				
e. Principal building orientation	Buildings shall be oriented to a Pedestrian Oriented frontage or toward another focal point such as open space or environmental feature. If neither is available, buildings shall orient towards other street.			
f. Building façade & architectural design standards	The applicant shall propose appropriate building façade and architectural design standards for all the character zones in the development with the application for CP/GDP. They shall be based on the criteria established in this PD.			
2. Block and Lot Standards				
a. Block Type	Regular (square or rectangular) Irregular blocks may be permitted only if natural topography, existing roadways, and/or vegetation prevents a rectilinear grid			
b. Block Perimeter (edge of a block may be created by public or private street, green space, or easement)*	Max. block perimeter = 3,500' (Block perimeter maximum can be exceeded with either public or private roads that create interconnected access within parking areas and/or safe pedestrian connections accessing through the larger block)	Max. block perimeter = 3,000'	Max. block perimeter = 3,000'	Max. block perimeter = Flexible
* A private street or private drive is a street built to subdivision standards but is not dedicated as right-of-way and maintained by private developer, organization or association.				
c. Pedestrian Oriented Development Frontage	Minimum of 20% of all new block frontages to be	Minimum of 10% of all new block frontages to	Not Applicable	Not Applicable

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
(Frontages along open spaces shall be considered Pedestrian Oriented development frontage)	designated as Pedestrian Oriented Development Frontage	be designated as Pedestrian Oriented Development Frontage		
d. Lot Area	No minimum or maximum	1000 sq. ft. minimum	1000 sq. ft. minimum	No minimum or maximum
e. Lot Width	No minimum or maximum	20' width minimum	20' width minimum	No minimum or maximum
f. Minimum Lot Size/Type Mix. Required	None	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 50% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 30% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater	None
g. Maximum Lot Coverage	95%	90%	80%	95%
3. Street Design Standards				
These standards shall apply to all new streets, public and private, located in the Planned Development including street established by the City's Master Thoroughfare Plan where feasible. Streets shall provide a safe and inviting walking environment through an interconnected network of roads with sidewalks, street trees, street furniture, and amenities. Cul-de-sacs shall be limited to locations (1) where the lot pattern is not capable of efficient design otherwise or (2) with natural features such as topography or stream corridors that prevent a street connection. Development shall comply with the City of Celina Engineering Design Standards and Standard Details. In the absence of design standard alternative, standards such as the <i>ITE Manual for Designing Walkable Urban Thoroughfares</i> and/or <i>NACTO's Urban Street Guide and Bicycle Guide</i> may be utilized as permitted upon approval of the City Manager, or his/her designee. Bicycle facility widths may be modified based on the City's adopted Master Thoroughfare Plan standards.				
a. On-street Parking (along all internal streets except alleys)				
• Parallel	Permitted	Permitted	Permitted	Permitted
• Angled (head-in or reverse angled).	Permitted	Permitted	Permitted	Permitted
• Head in perpendicular	Not permitted (unless special condition)	Not permitted	Not permitted	Permitted
b. Parking lane width max.				
• Parallel	8 feet	8 feet	8 feet	8 feet
• Angled	18-20 feet	18-20 feet	18-20 feet	18-20 feet
• Head in	9-10 feet			9-10 feet
c. Alleys ² permitted according to City of Celina Engineering Design Standards	Permitted Maximum 20' paved width (except if being used as fire lane)	Permitted Maximum 16' paved width (except if being used as fire lane)	Permitted Maximum 16' paved width (except if being used as fire lane)	Permitted Maximum 20' paved width (except if being used as fire lane)
4. Streetscape Standards				
a. Sidewalks/Trails/Walkways	6 feet (minimum)	5 feet (minimum)	4 feet (minimum)	4 feet (minimum)
b. Street trees	Required	Required	Required unless using a tree in front yard	Permitted
The applicant shall submit a proposed street tree planting plan, including a tree palette and spacing as a part of the Landscape Concept Plan, which shall be reviewed as part of the CP/GDP or may be deferred to Site Plan.				
5. Open Space Standards				
a. Open Space*	Required Squares, greens and plazas	Required Squares, greens, playgrounds, parks and plazas	Required Playgrounds, parks and greens	Not Applicable

² Alleys in accordance with the City of Celina Standard Details shall be required for all residential development with lots 50 feet or less in width.

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
<i>*Overall open space allocations in the PD shall be a minimum of 10% of the gross area of the entire site included in the CP/GDP and shall be distributed appropriately between the character zones. Up to 50% of stormwater detention or retention, or preserved and enhanced floodplain (when incorporating passive or active recreation (i.e trails, ball fields, etc.) shall be counted towards the open space requirement within the CP/GDP.</i>				
6. Parking & Screening Standards				
a. Off-street parking minimum*	Non-residential: 1 per 300 sq. ft. (gross interior space) Industrial/Commercial: 1 per 500 sq. ft. (gross interior space, excluding warehouse/storage areas) Multi-Family: 1.5 spaces per unit Single-Family residential with lots 40 feet or less in width: 2 spaces per unit on-site and in a garage** Single-Family residential with lots greater than 40 feet in width: 2 garage spaces plus two additional on-site parking spaces Lodging: .5 spaces per room			
<i>* City manager or designee may modify parking standards based on a shared parking plan or alternative comprehensive parking plan submitted by Applicant.</i> <i>** Lots 50 feet in width or less shall have garage access from the side (for corner lots) or from an alley or common/shared driveway at the rear of the lot.</i>				
b. Off-street loading	Encouraged to be placed along an alley or parking area and not be placed along Pedestrian Oriented Streets. Screening required if along a street.			
c. Screening	Required for non-residential uses			
1. Trash/recycling receptacles	Flexible for residential uses (along alleys if alleys are provided)			
2. Other utility equipment	See section 7 neighborhood and building design standards			
3. Loading spaces	Screening required for non-residential uses.			
4. Surface parking areas	Required/Flexible (City standard or applicant may propose alternative screening standards at the time of CP/GDP.)			
7. Landscape and Streetscape				
a. Landscaping#	Required only for non-residential uses			
1. Landscape/Fencing buffer between surface parking and sidewalks/trails and streets (except alleys)	Landscaping shall be permitted to use fountains, outdoor speakers, and special lighting in gathering spaces, plazas and other public spaces.			
2. Parking lot minimum interior landscaping	Parking islands shall be landscaped and shall include at least one tree in each island that is 5 feet wide or greater or grouping of shrubs and seasonal flowers for areas less than 5 feet wide. Landscaped edges along parking lots shall be landscaped to include trees and shrubs.			
<i>#The applicant shall provide a landscape concept plan with the CP/GDP application that identifies landscape themes and general design approach addressing street tree planting, streetscape treatments, any required screening, parking lot landscaping, and landscaping proposed in all the identified open space areas. Information provided at the CP/GDP phase may be schematic meeting the design intent of the proposed development. All or portions of the Landscape Plan may be deferred until Site Plan as elected by Applicant.</i>				
b. Lighting	Required			
1. Street Lighting	1. Lighting shall be provided per the City of Celina Engineering Design Standards and Standard Details.			
2. Building entrances	2. Street lighting:			
3. Parking areas, trails, and streets	a. Pedestrian oriented lighting shall be no taller than 16 feet high and shall be spaced an average of 50 feet on center, coordinated with street trees.			
	3. Building/Unit Entrances: Shall have a minimum of one sconce or lighting device placed adjacent to the doorway.			
	4. Parking Areas: Shall be lit according to City Standards.			
	5. Trails and Sidewalks: In the absence of vehicular oriented lighting, pedestrian oriented lighting shall be used for appropriate lighting of the pedestrian facilities.			

7. Neighborhood and Building Design Standards

a. General Layout Standards.

- i. The CP/GDP shall contain a network of connected streets and walkways that provide a variety of routes and disperse traffic. Streets shall be designed to create a pleasant walking environment with on-street parking and shading treatments where feasible.

- ii. The lots and a variety of buildings shall form a cohesive neighborhood pattern that allows streets to function as civic spaces.
- iii. Driveway sizes and locations shall minimize the impact of the automobile on the public realm.

b. Building Façade.

- i. The minimum ground floor height as measured from the finished sidewalk to the second floor for all vertical mixed-use, commercial and live-work buildings shall be 12 feet. The minimum finished floor height for all upper floors of vertical mixed-use, commercial and live-work buildings shall be 10 feet. The minimum floor to floor height for all other buildings shall be 10 feet.
- ii. All development shall provide ground floor windows on the building façade facing and adjacent to a street (with the exception of alleys) or facing onto an open space.
- iii. The minimum required area of windows and doors on the ground floor for non-residential and vertical mixed-use along pedestrian oriented streets and open space is 60% of the ground floor façade area. Uses requiring special security requirements (banks, jewelry stores or other similar uses) are exempt from this requirement.
- iv. The required area of windows and doors on the ground floor for all other uses and streets is 30% of the ground floor area.
- v. The required area of windows and doors on the upper floors for all uses is 20% of the upper façade area.
- vi. Unless a special security condition, darkly tinted windows and mirrored windows that block two-way visibility shall not be permitted along pedestrian oriented streets.
- vii. Architectural Design and Materials shall ensure that the development and its buildings are of enduring and exemplary quality and design.

c. Building Materials

i. Commercial, Mixed-Use, Non-Residential and Multi-Family Buildings

- 1. At least 80% of each building's façade (excluding doors and windows) along all streets shall be finished in one of the following materials:
 - a. Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, curtain glass, or glass block)

2. No more than 20% of each façade along all streets shall use accent materials such as wood, architect metal panel, split-face concrete block, tile, or pre-cast concrete panels.
3. EIFS may only be used 8 feet above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.
4. For Multi-Family, EIFS shall only be used for trim above the first floor.
5. Cementitious-fiber clapboard (not sheet) may only be used on the upper floors only of any commercial frontage on any street or alley façade and shall be limited to no more than 20% along Pedestrian Oriented Streets.
6. Roofing materials visible from any public right-of-way shall be copper, factory finished standing seam metal, slate, synthetic slate, 20-year warrantee composite shingle or materials of comparative durability and lifecycle.

ii. Single-Family Buildings

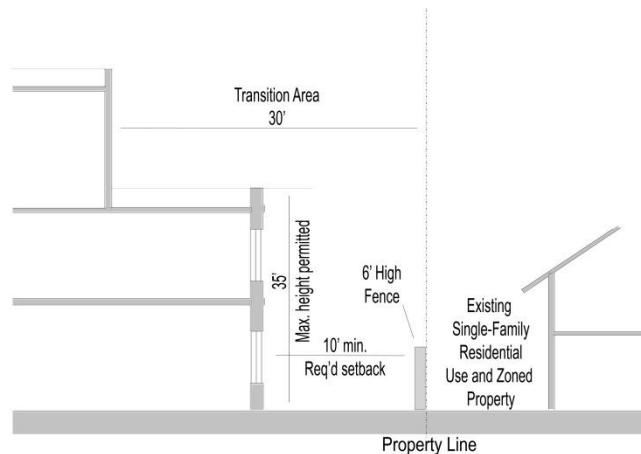
1. Any street facing façade(s) shall be 100% masonry (excluding windows and doors). A minimum of 75% of all other building facades (excluding doors and windows) shall be finished in one or more of the following materials:
 - a. Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, or glass block)
 - b. Above the eave line, wood or cementitious fiber clapboard (not sheet) may be used to frame façade elements that rise above the roofline (i.e. chimneys, dormers, etc.)
2. No more than 25% of all building facades shall use accent materials such as cementitious-fiber clapboard (not sheet), wood, or architectural metal panel.
3. When building in a traditional single-family architectural style reminiscent of historic Celina homes (i.e. craftsman style), an alternative material palette may be requested with approval by City Staff prior to building permit. Appeals to denial decision shall be considered by PZ and City Council.
4. Roofing materials visible from any public right-of-way shall be copper, factory finished standing seam metal, slate, synthetic slate, 20-year

warrantee composite shingle or materials of comparative durability and lifecycle.

5. Roof pitches on single family shall be one of the following:
 - a. Flat or semi-pitched (less than 2% slope) and completely framed by a parapet at least 2 feet in height.
 - b. Other pitched roof types with a minimum 6:12 slope.
 - c. Attached porch roof pitches shall be a minimum of 3:12.
 - d. Other pitches, such as shed roofs, that are desired and established as a traditional architectural style may be submitted for consideration by PZ prior to building permit.

d. Existing Single-Family Transition Standards

- i. The following transition standards shall apply to all new building construction and all upper story additions to existing buildings located adjacent to any existing single-family detached uses and property zoned SFD. This requirement shall NOT apply if an alley or other similar right-of-way separates the subject lot and the existing single-family detached uses.



1. Transition Area shall be 30 feet minimum.
2. Building Height at and/or within the Transition area shall be 35 feet maximum.
3. Required side or rear setback shall be 10 feet minimum or match the side or rear setback in the adjacent subdivision with a maximum of 15 feet.

- ii. A Residential Transition Area fence (minimum 6 feet and maximum 8 feet high) shall be required when adjacent to any existing single-family detached residential uses and shall be optional for all other agencies. The required fence shall be constructed of masonry or block matching or compatible to the primary building masonry material or a common community masonry material. A 6-foot wide landscape buffer with evergreen shrubs planted at 3' on center and 6' min. in height at maturity shall also be required to be planted within the landscape buffer parallel to the subject single-family residential use property line.
- iii. It is the responsibility of the development to construct and maintain the fence and landscape when constructed as part of the development adjacent to existing single-family detached residential uses.

e. Design of Parking Structures

- i. To the extent possible, the amount of street frontage devoted to a parking structure shall be minimized by placing the shortest dimension(s) of the parking structure along the street edge(s).
- ii. Where above ground structured parking is located at the perimeter of a building with street frontage, it shall be screened in such a way that cars on all parking levels are appropriately screened from view. Architectural screens shall be used to articulate the façade, hide parked vehicles, and shield lighting. Parking garage ramps shall not be visible from any street.



Illustrative Examples of Parking Garage Screening

- iii. Garage parking in a multi-story building shall be behind storefronts or residential units facing any street frontage in order to substantially inhibit and shield views of the garage from adjacent streets.
- iv. Ground floor façade treatment (building materials, windows, and architectural detailing) shall be continued to the second floor of a parking structure along all streets.



Images showing required façade treatment of parking garages along streets

- v. When parking structures are located at street intersections, corner emphasizing elements (such as towers, pedestrian entrances, signage, glazing, etc.) shall be incorporated.
- vi. Parking structures and adjacent sidewalks shall be designed so pedestrians and bicyclists are clearly visible (through sight distance clearance, signage, and other warning signs) to entering and exiting automobiles.



Images showing appropriate design of Parking Structures

f. Screening of Parking and Equipment

- i. Street screen required. Any frontage along pedestrian oriented streets or open space with surface parking within the setback range shall be defined by a 3-foot high street screen. Furthermore, along all streets (except alleys), service areas shall be screened in such a manner that the service area shall not be visible to a person standing on the property line on the far side of the adjoining street. Required street screens shall be of one of the following:
 - 1. The same building material as the principal structure on the lot; or

2. A vegetative screen composed of shrubs planted to be opaque at maturity;
or
 3. A combination of the two.
- ii. The required street screen shall be located at the minimum setback line along the corresponding frontage.
 - iii. Street screens cannot block any required sight triangles along a cross street or driveway.
 - iv. Street screens may include breaks to provide pedestrian access from any surface parking or service area to the public sidewalk.

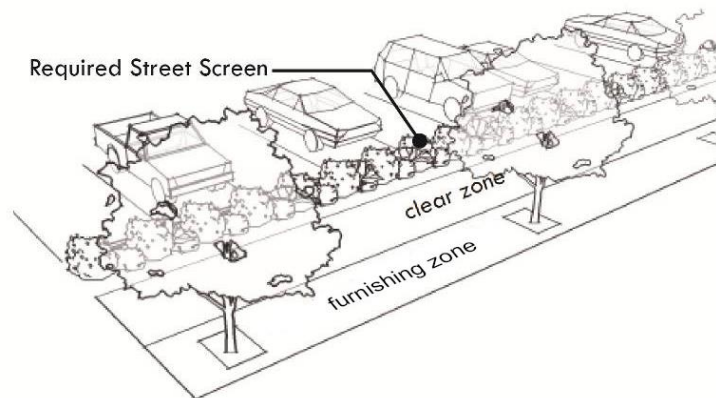


Illustration showing required street screen along all pedestrian oriented street and open space frontages without a building within the setback range

- v. Screening of roof mounted equipment. All roof mounted mechanical equipment (except solar panels) shall be screened from view of a person standing on the property line on the far side of the adjoining street. The screening material used shall be the same as the primary exterior building material used.

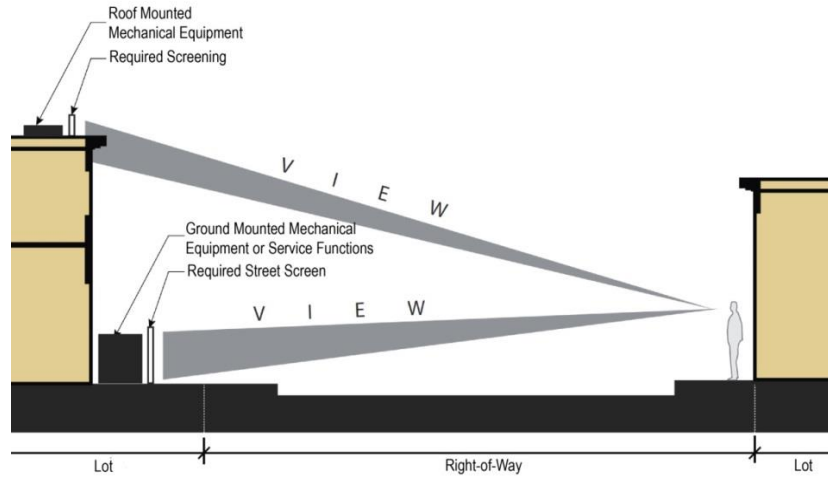


Illustration showing required screening of roof and ground mounted equipment



Planning & Development Services
City of Celina, Texas

Memorandum

To: The Honorable Mayor Sean Terry and Celina City Council
CC: Rick Chaffin, Interim City Manager
From: Helen-Eve Liebman, AICP, Director of Planning & Development Services
Meeting Date: December 13, 2016
Re: Rezoning Request for Old Celina Ltd. Group 2

Action Requested:

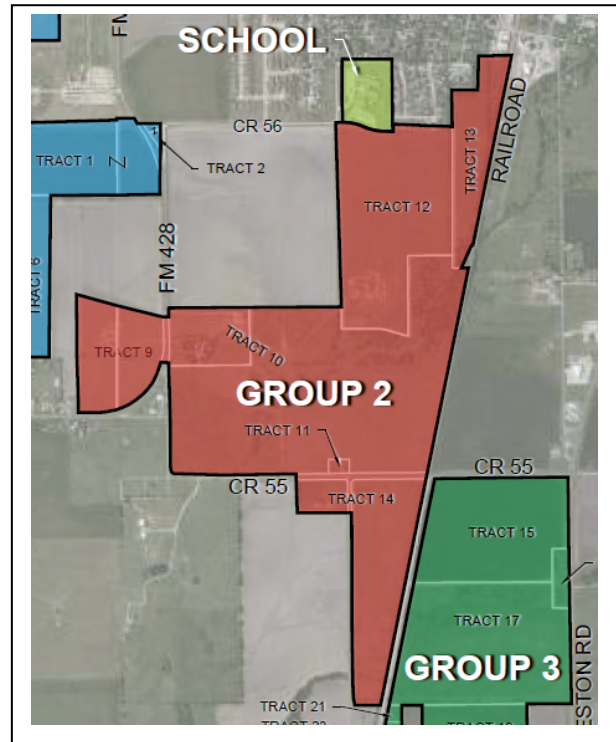
The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of an approximately 573.709 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in Samuel McCullough Survey, Abstract No. 593, the B.B.B. & C. RR. Survey, Abstract No. 132, and the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas and generally located south of the Historic Downtown, west of the Burlington Northern Santa Fe Railroad (BNSF), east of the Dallas North Tollway and FM 428, and north of the future alignment of the Outer Loop and CR 53; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-76, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 2 Rezoning) (Liebman)

Background Information:

A portion of the Group 2 property is currently zoned PD 8 and PD 15, Planned Development zoning districts. Group 2 is generally located south of the Historic Downtown, west of the Burlington Northern Santa Fe Railroad (BNSF), east of the Dallas North Tollway and FM 428, and north of the future alignment of the Outer Loop and CR 53. Group 2 is comprised of Tracts 9 through 14 of the Old Celina Ltd. submittal. The total acreage of the area to be rezoned is approximately 573.709 acres plus half the rights-of-way adjacent to the tracts.

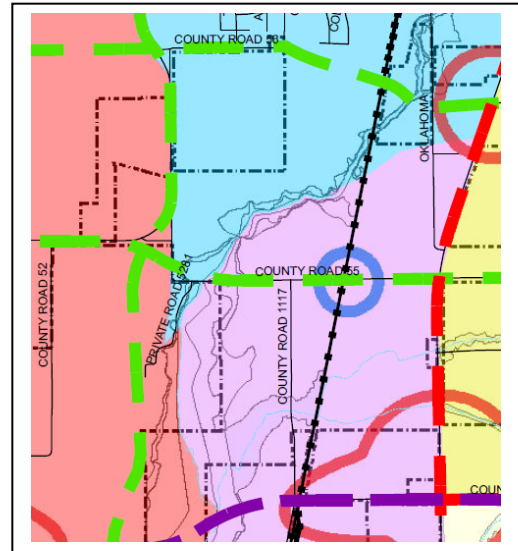
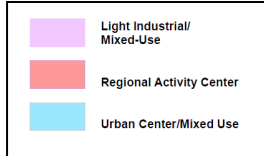
The Comprehensive Plan shows this area with three (3) designations (next page):

- *Regional Activity Center* (pink color on map) applies to large tracts of land and is centered around the future Outer Loop and the Dallas North Tollway and extends



northward to west of Celina's downtown area. It includes large-scale employment centers, entertainment, and high density residential housing types.

- *Urban Center/Mixed Use* (blue color) is located immediately south of the historic downtown and north of the Doe Branch Creek. It is intended to preserve and expand the character of the Old Town Residential area. In addition, this designation is intended to protect and enhance established and stable neighborhoods while encouraging development.
- *Light Industrial Mixed-Use* (lilac color) located adjacent to the BNSF Railroad is designed for higher-intensity land uses that are environmentally friendly and include clean industrial/manufacturing uses and those uses typically not located adjacent to single family residential uses.



This area of Celina is likely to see residential growth in the future with pockets of commercial or industrial nearer to the railroad and residential development closer to FM 428/Light Farms Way. The Thoroughfare Plan generally shows that the future alignment of Glendenning Parkway and Sunset Boulevard, both planned as east/west four-lane minor arterials, will transverse this area. The Outer Loop is located to the south of the property. An as yet unnamed north/south four-lane minor arterial will run through the western edge of the property as well, roughly in the FM 428 and Light Farms Way alignment.

Requested Zoning for all Groups:

The applicant is proposing a planned development with the base zoning designations of MU-2, Regional Mixed-Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. The property uses are a mix of traditional zoning with form-based zoning and will include the following Character Zones, which are defined below. The development standards for each Group will be identical.

- Neighborhood,
- Transition,
- Commercial/Mixed Use, and
- Industrial/Light Manufacturing.

Descriptions of Character Zones:

The "Neighborhood Zone" generally allows single family residential uses and townhomes, but no multiple-family development. Limited retail/office development, such as senior living facilities, government buildings (e.g. post offices), churches, daycare facilities and other service-oriented commercial uses are also allowed. The single family development in each Neighborhood Zone shall be comprised of a minimum of three (3) housing types. These types have been defined as follows:

	Transition Zone	Neighborhood Zone
a. Lot Area	1000 sq. ft. minimum	1000 sq. ft. minimum

b. Lot Width	20' width minimum	20' width minimum
c. Minimum Lot Size/Type Mix. Required	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 50% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 30% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater

Exterior materials for single family structures are proposed to be a minimum of 75 percent (75%) masonry on elevations not facing a public street and 100 percent (100%) for facades facing a public street. Masonry is defined as brick, stone, three-step stucco (this process involves three separate applications of cementitious product), rock, marble, granite, or glass block. Cementitious clapboard (also known as Hardiboard® – however, cementitious panels are not allowed) is permitted above the eave line and may be used to frame façade elements that rise above the roofline. The maximum height of any structure within the Neighborhood Zone is three (3) stories or forty-five (45) feet. A masonry fence, minimum six feet and maximum eight feet in height, shall be provided between single family uses and any Transition Zone. In addition, a six (6) foot wide landscape buffer with evergreen shrubs shall be provided parallel to the single family uses.

The “Transition Zone” is intended to have a mix of neighborhood services, small office and other service-oriented uses, such as banks, offices, laundries, travel agencies, florists and government buildings, as well as those uses listed above in the Neighborhood Zone. No multiple-family developments are allowed within the Transition Zone. In addition, no restaurants or large-scaled retail stores (such as a home improvement center or big box store) are allowed in the Transition Zone. The maximum height of any structure within the Transition Zone is five (5) stories or sixty-five (65) feet. Residential development within the Transition Zone will require a minimum of two (2) lot types, as yet undefined in terms of lot size. In addition, non-residential buildings constructed in the Transition Zone must be set back from single family residential development a minimum of thirty (30) horizontal feet. The maximum lot coverage in the Transition Zone is ninety percent (90%).

The “Commercial/Mixed Use Zone” excludes single family residential and townhome uses and is intended to be used for commercial uses and vertical mixed-use developments for urban, semi-urban and suburban developments. This Zone allows virtually all non-residential uses allowed by right in the MU-2, Regional Mixed Use zoning district. Certain land uses, such as mini-warehouse/storage, hospitals, and temporary batch plants would require a Conditional Use Permit (CUP) in addition to the base zoning. Both the Commercial/Mixed Use Zone and the Transition Zone are designed for true vertically mixed-use development, with pedestrian-oriented frontage. Within these zones, the buildings will require a minimum of eighty percent

(80%) masonry on all pedestrian-oriented street facades, Celina Parkway and Preston Road. No more than twenty percent (20%) of these facades may use wood, architectural metal, split-faced concrete, tile or pre-cast concrete panels. On facades other than those listed above, the masonry mix shall be seventy/thirty percent (70%/30%) mix. In addition, any multiple family development shall provide the 70%/30% masonry/non-masonry mix on all facades. There is no maximum height of any structure within the Commercial/Mixed Use Zone. Parking structures are allowed in all zones except the Neighborhood Zone and shall be designed so that they resemble the adjacent buildings as much as possible, with shorter dimension along the street edges.

The “Industrial/Light Manufacturing Zone” is primarily employment centers with neighborhood services. This zone would allow land uses that should be located away from single family residential and other residential districts, typically found in the L-1, Light Industrial schedule of uses. Any outdoor storage in this Zone would require a CUP. There is no maximum height of any structure within the Industrial/Light Manufacturing Zone.

Approval of Future Plans:

Concept plans for the Planned Development were not provided as part of the rezoning request. Approval of concept plans following zoning is proposed as a two-step process. The first step is review and consideration of the specific Concept Plans by the Planning & Zoning Commission. The Planning and Zoning Commission would be the final decision maker for the Concept Plans (i.e. no City Council review). Any Concept Plan submitted for review shall be a minimum of sixty (60) acres, but may include more than sixty (60) acres. A Concept Plan for a property less than ten (10) acres in size must show conformance to an existing, approved Concept Plan in terms of vehicle access and pedestrian connections. The Concept Plan shall illustrate the general location of land uses, basic street layout and treatment of transition areas to adjacent uses. In addition, parking locations, preliminary drainage and utility plans, building placement, open space, and any other requirements of the City of Celina’s General Development Plan (GDP) review. Any proposed street design that differs from the standards of the Engineering Design Manual shall be considered as part of the Concept Plan approval and not require a separate Subdivision Ordinance Variance request. Although the applicant has stated that the landscape plan including streetscape, yards and medians, screening, etc., shall be included in the Concept Plan review, staff suggests that the Landscape Plan be submitted with the Construction Plat, which is the typical submittal timing for these plans. Staff further suggests that, since the “Concept Plan” is identical as Celina’s “General Development Plan,” that the applicant either use the GDP identifier or combine it with their Concept Plan as “Concept Plan/GDP.”

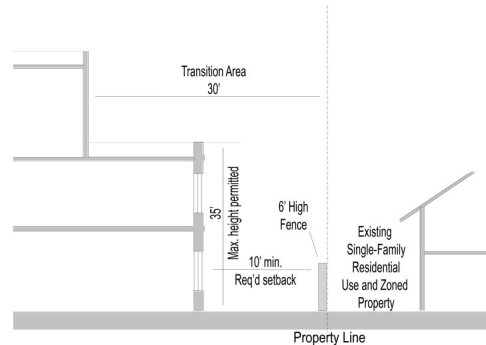
Following the approval by the Planning and Zoning Commission, a more detailed Site Plan shall be submitted for administrative (i.e. staff) review and approval. The Site Plan shall include specific layout of buildings, open space, streets, parking, signage standards, and building elevations. Appeals of the Site Plan decision will be decided by the Planning and Zoning Commission. Any denial of proposed modifications may be taken to the City Council for consideration.

Amendments to the Planned Development standards are proposed by the applicant to be decided by the Planning and Zoning Commission. Any denial of the proposed PD amendments may be taken to the City Council for consideration. Issues of notification and publication of the public hearings have not been addressed. This proposal differs from Celina’s policy of considering a Planned Development amendment as a zoning change, which must be heard by the Planning and Zoning Commission for a recommendation and by the City Council for a final decision. Staff suggests that any amendments to the PD standards be handled as a rezoning case, with public hearings at the Planning and Zoning Commission and City Council and proper

notifications, per our Zoning Ordinance regulations and state statutes. Amendments may be brought to the City on a Concept Plan/GDP area level rather than having to amend the entire group area, unless that is requested by the applicant.

Proximity to Single Family – Existing or Planned:

Any Commercial/Mixed Use and/or Industrial/Manufacturing zone shall be placed no closer than 200 feet from any existing or planned single family property line. Any Neighborhood Zone combined with a Commercial/ Mixed Use and/or Industrial/Manufacturing zone shall use a Transition Zone as a buffer. Single family developments may not be located within 200 feet of Preston Road.



Pedestrian Orientation and Parking Standards:

Commercial tracts shall incorporate pedestrian-oriented streets to enhance the pedestrian experience and achieve greater connectivity. Parking shall be placed toward the rear of businesses, sidewalks shall be wide and provide seating and landscaping. Off-street parking standards throughout the PD shall be as follows:

- Non-residential – 1 space per 350 square feet
- Industrial/Commercial – 1 space per 500 square feet, excluding warehouse/storage areas
- Multiple Family – 1½ spaces per unit
- Other Residential – 2 spaces per unit
- Lodging – ½ space per room.

Board Review/Citizen Input:

A City Council notice of the public hearing was published in *The Celina Record* on November 25, 2016. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the overall subject property (1,233.2503 acres). Eighty (80) property owners were notified by mail on October 28, 2016. As of the printing of this packet, one letter of support for any Group was received and it was Group 4. No letters have been received in opposition.

At the regular Planning and Zoning Commission meeting on November 15, 2016, the Commissioners voted unanimously to recommend approval of the rezoning request, subject to the applicant satisfactorily addressing written staff comments and recommendations presented during the staff report.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Land Use Attorney shall provide a final review of the ordinance prior to execution of the document.

Supporting Documents:

- Draft Ordinance

Staff Recommendation:

Staff recommends approval of the rezoning request subject to staff's comments and P&Z's recommendation. The ordinance included illustrates revisions that have not been vetted by city staff. The applicant and staff have been coordinating revisions to the development regulations and a final review will be provided prior to the Council meeting.

Staff recommends approval of the PD subject to the following revisions being completed for standards submitted 11/29 and review sent 12/5:

Exhibit B

1. Provide Group image as it is titled for each PD

Exhibit C

1. Removal of 1. & 2. These items are not typically included in PD regulations and zoning ordinances
 2. Revise 3. Heading from Entitlement to Review Process and Administration
 3. 3. a. Replace Entitlement to Development
 4. Revise item 3. b. to Concept Plan/GDP and use throughout document CP/GDP
Revise CP/GDP PZ approval to "review" throughout document
 5. 3. b. Add CP/GDP review per City's public hearing requirements to include mailed public hearing notices to the property owners within 200 feet of the subject tract, public hearing publications, signs posted per our regulations, review and consideration for approval by P&Z and City Council (Sections 14.02.154. 14.02.156, and 14.02.157 of the Celina Code of Ordinances)
 6. 3. b. i. 4. a. remove "as well as the City's Comprehensive Plan"
 7. 3. b. i. 4. b. iii. Add/revise paragraph to clearly indicate that common areas will not be dedicated to or maintained by the City. They shall be owned and maintained by a property owners association or homeowners association.
 8. 3. b. i. 4. b. vii. Add water/sewer before "utility plan"
 9. 3. b. i. 4. b. viii. Staff is willing to defer the required tree survey and mitigation plan required at GDP to the time of Site Plan application and Applicant may want to add this exception to the PD regulations.
 10. 3. b. i. 4. b. ix. Add "as exists or may be amended" after Sec. 10.03.083
 11. 3. b. i. 4. d. v. Add "A TIA may be used to justify the cost share of on-site and off-site roads."
 12. 3. b. i. 4. e. Add "Any standards differing from the Subdivision Ordinance shall be processed as a Subdivision Ordinance Variance."
 13. 3. b. i. 5. Remove this paragraph
 14. 3. c. General Development Plan. Remove since it is being combined with the Concept Plan.
 15. 3. f. Major Modifications. Revise "approved" to "considered"
- Major Modifications shall be processed as a Concept Plan amendment and outlined in the Code of Ordinances
16. 3. g. Revise CP to CP/GDP
Revise "approved" to "considered"

Remove the last sentence about denial because amendment will go to P&Z and CC for review and consideration

17. 4. a. i. 4. A minimum of MF units will not be required. Provide a cap of Urban MF
18. 4. a. i. 5. Remove Preston Road from Group 1 and Group 2 PD Standards
Remove Celina Parkway and DNT from Group 2, 3, and 4 PD Standards
Remove "alley" from zone separation. Alleys are not wide enough to be an adequate distance buffer in transitions
19. 4. a. iii. 2. Add "Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager, or his/her designee."

Note: Street trees may be provided in the parkway at the option of the developer to meet landscaping requirements subject to approval by the Director of Planning and Development Services and the Fire Marshall at the time of building permit issuance. If street trees are approved, the developer shall, as a condition of the City's approval, do one of the following, as determined by the City, to fund resulting damages to streets, sidewalks, and utilities: (1) enter into a repair agreement obligating developer to make the repairs and providing financial security of the ability to perform; or (2) consent to annual updates to PID assessments on the Property to fund repair costs.

20. 4. f.

RESIDENTIAL EXCLUSIONARY BUFFER ZONES/LOCATION OF USES

- Preston Road – within 200' no SF detached, no TH and no MF
 - Celina Parkway within 300' (view this roadway similarly to Parkwood in Plano)
 - West of Celina Parkway, MF and TH allowed; no SF detached. West of Celina Parkway should be more heavily commercial.
 - East of Celina Parkway, SF detached, MF and TH allowed.
 - Dallas North Tollway – within 500' no SF detached, stand-alone MF or TH; MF in vertically integrated only.
 - Within Group 1, place high-density development between the DNT and Celina Parkway; place lower density single family east of Celina Parkway.
 - Within Group 2, preserve the area immediately south of the Old Town Residential area as low-density single family residential.
 - Within Group 3, place employment centers and other high-density commercial development adjacent to the future Outer Loop and Preston Road.
 - Within Group 4, place commercial adjacent to Preston Road, Ousley Parkway and Sunset Boulevard. Group 4 is not appropriate for any Industrial uses.
21. 5. a. Identify "conditional" as a Conditional Use Permit CUP and processing an application in accordance with Division 2, CUP, Celina Code of Ordinances, Zoning Ordinance.
 22. Use chart revisions:
Automatic teller machines shall be limited to two (2) in one location
Remove motels as they are not permitted in Celina
Kiosk shall be a C use in Transition Zone and add text "in all instances shall accompany a main structure and not within 100 feet of a street right-of-way."
Seasonal businesses shall be revised to be P in C/MU and I/LM
Temporary businesses shall be revised to be P in C/MU and I/LM
All-terrain vehicle dealer/sales or service shall be a C in C/MU and no outdoor display in C/MU
Check cashing services shall be eliminated from C/MU and I/LM
Add "/pay day loans" after check cashing services
Remove convenience store (without gas sales) it is the same a convenience store

Food truck park-revise spelling of vendor

We do not have regulations in our ordinances. Define and provide regulations for this use.

Motorcycle dealer (new and/or repair) no outdoor display permitted in C/MU

Personal watercraft sales (new and/or repair) no outdoor display permitted in C/MU

Recycling kiosk not permitted in C/MU or I/LM

Revise Restaurant ~~(with no drive-through service)~~

Temporary outdoor retail sales/commercial promotion shall be permitted in C/MU, T, and I/LM

Veterinarian-Applicant may want to provide for (outdoor kennels) in I/LM as a C or P

Add (maximum of 250 cars) to auto financing & leasing (indoor)

Separate Tire dealer, with or without open storage

Without open storage shall be permitted in C/MU and I/LM

With open storage shall be permitted in C/MU as a C and in I/LM a P

Microbrewery add a C to C/MU

I/LM uses shall be removed from Group 4 PD Use Table

23. 6. 1. b. Provide minimums for side and rear setbacks

24. Revise Character Zones and Development Standards Table to reflect appropriate roadways

Preston Road is not in Group 1 or 2

Celina Parkway is not in Groups 2, 3, or 4

DNT is not in Groups 2, 3, or 4

25. 6. 3. Street Design Standards

Development shall comply with the City of Celina Engineering Design Standards and Standard Details. In the absence of a design standard alternative standards such as the *ITE Manual for Designing Walkable Urban Thoroughfares* and/or *NACTO's Urban Street Guide and Bicycle Guide* may be utilized and permitted upon approval of the City Manager, or his/her designee.

26. 6. 3. c. Alleys-provide specifications (ROW & paving) for commercial and residential alleys

27. 6. 3.c Footnote *revision*: Alleys in accordance with the City of Celina Standard Details shall be required for all residential development with lots 50 feet or less in width.

28. 6. 4. Streetscape Standards

Add "Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager, or his/her designee."

29. 6. 6. a. Single Family residential with lots 40 feet or less in width: 2 spaces per unit-add on-site and in garage

30. 6. 7. b. Lighting shall be provided per the City of Celina Engineering Design Standards and Standard Details.

31. 7. c. ii. SF Buildings

Revise "The" to "Any"

Add "other" between all and building

Add "more" after one

32. 7. c. ii. 2. 25% architectural metal panel is too high for SFD

33. 7. c. ii. 3. Revise to staff review. Appeal to P&Z if denied by staff

34. 7. d. i. Add "and property zoned SFD" after detached uses in the first sentence

35. 7. d. i. 1-3 Add dimensions stated to diagram

36. 7. d. i. 3. Add "or match side yard and rear yard in adjacent subdivision



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Planning Manager
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Old Celina Ltd. Group 3 Zoning Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 198.297 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas and generally located west of Preston Road, east of the BNSF Railroad, south of CR 55, and north of the future alignment of the Outer Loop and CR 53; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-77, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 3 Rezoning) (Liebman)

Background Information:

Group 3 is currently zoned as PD 9, PD 13, and AG, Agricultural zoning districts. Group 3 is generally located west of Preston Road, east of the BNSF Railroad, south of CR 55, and north of the future alignment of the Outer Loop and CR 88 (Choate Parkway). It is comprised of Tracts 15 through 23 and 27 of the Old Celina Ltd. submittal. The total acreage of the area to be rezoned is approximately 198.297 acres plus half of the rights-of-way adjacent to that tract.

The Comprehensive Plan designates this Group 3 as *Light Industrial Mixed-Use* and is designed for higher-intensity land uses that are environmentally friendly and include clean industrial/manufacturing uses and those uses typically not located adjacent to single family residential uses. Because of its proximity to Preston Road, staff suggests that this group be reserved for high-density vertically-mixed-use development, with residential set back from Preston Road a minimum of 200 feet (as per the Preston Road Overlay district).

This area of Celina is likely to see commercial growth in the future with industrial nearer to the railroad. The future alignment of Glendenning Drive and the Outer Loop will define the northern and southern boundaries, respectively. The BNSF Railroad defines the western edge of Group 3 and Preston Road defines the eastern border.

Requested Zoning for all Groups:

The applicant is proposing a planned development with the base zoning designations of MU-2, Regional Mixed-Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. The property uses are a mix of traditional zoning with form-based zoning and will include the following Character Zones, which are defined below. The development standards for each Group will be identical.

- Neighborhood,
- Transition,
- Commercial/Mixed Use, and
- Industrial/Light Manufacturing.

Descriptions of Character Zones:

The “Neighborhood Zone” generally allows single family residential uses and townhomes, but no multiple-family development. Limited retail/office development, such as senior living facilities, government buildings (e.g. post offices), churches, daycare facilities and other service-oriented commercial uses are also allowed. The single family development in each Neighborhood Zone shall be comprised of a minimum of three (3) housing types. These types have been defined as follows:

	Transition Zone	Neighborhood Zone
a. Lot Area	1000 sq. ft. minimum	1000 sq. ft. minimum
b. Lot Width	20’ width minimum	20’ width minimum
c. Minimum Lot Size/Type Mix. Required	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48’ or less in width (maximum of 50% of lots within CP/GDP) 2. 49’-59’ 3. 59’-69’ 4. 69’ or greater	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48’ or less in width (maximum of 30% of lots within CP/GDP) 2. 49’-59’ 3. 59’-69’ 4. 69’ or greater

Exterior materials for single family structures are proposed to be a minimum of 75 percent (75%) masonry on elevations not facing a public street and 100 percent (100%) for facades facing a public street. Masonry is defined as brick, stone, three-step stucco (this process involves three separate applications of cementitious product), rock, marble, granite, or glass block. Cementitious clapboard (also known as Hardiboard® - however, cementitious panels are not allowed) is permitted above the eave line and may be used to frame façade elements that rise above the roofline. The maximum height of any structure within the Neighborhood Zone is three (3) stories or forty-five (45) feet. A masonry fence, minimum six feet and maximum eight feet in height, shall be provided between single family uses and any Transition Zone. In addition, a six (6) foot wide landscape buffer with evergreen shrubs shall be provided parallel to the single family uses.

The “Transition Zone” is intended to have a mix of neighborhood services, small office and other service-oriented uses, such as banks, offices, laundries, travel agencies, florists and government buildings, as well as those uses listed above in the Neighborhood Zone. No multiple-family developments are allowed within the Transition Zone. In addition, no restaurants or large-scaled retail stores (such as a home improvement center or big box store) are allowed in the Transition Zone. The maximum height of any structure within the Transition Zone is five (5) stories or sixty-five (65) feet. Residential development

within the Transition Zone will require a minimum of two (2) lot types, as yet undefined in terms of lot size. In addition, non-residential buildings constructed in the Transition Zone must be set back from single family residential development a minimum of thirty (30) horizontal feet. The maximum lot coverage in the Transition Zone is ninety percent (90%).

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The “Industrial/Light Manufacturing Zone” is primarily employment centers with neighborhood services. This zone would allow land uses that should be located away from single family residential and other residential districts, typically found in the L-1, Light Industrial schedule of uses. Any outdoor storage in this Zone would require a CUP. There is no maximum height of any structure within the Industrial/Light Manufacturing Zone.

Approval of Future Plans:

Concept plans for the Planned Development were not provided as part of the rezoning request. Approval of concept plans following zoning is proposed as a two-step process. The first step is review and consideration of the specific Concept Plans by the Planning & Zoning Commission. The Planning and Zoning Commission would be the final decision maker for the Concept Plans (i.e. no City Council review). Any Concept Plan submitted for review shall be a minimum of sixty (60) acres, but may include more than sixty (60) acres. A Concept Plan for a property less than ten (10) acres in size must show conformance to an existing, approved Concept Plan in terms of vehicle access and pedestrian connections. The Concept Plan shall illustrate the general location of land uses, basic street layout and treatment of transition areas to adjacent uses. In addition, parking locations, preliminary drainage and utility plans, building placement, open space, and any other requirements of the City of Celina’s General Development Plan (GDP) review. Any proposed street design that differs from the standards of the Engineering Design Manual shall be considered as part of the Concept Plan approval and not require a separate Subdivision Ordinance Variance request. Although the applicant has stated that the landscape plan including streetscape, yards and medians, screening, etc., shall be included in the Concept Plan review, staff suggests that the Landscape Plan be submitted with the Construction Plat, which is the typical submittal timing for these plans. Staff further suggests that, since the “Concept Plan” is identical as Celina’s “General Development Plan,” that the applicant either use the GDP identifier or combine it with their Concept Plan as “Concept Plan/GDP.”

Following the approval by the Planning and Zoning Commission, a more detailed Site Plan shall be submitted for administrative (i.e. staff) review and approval. The Site Plan shall include specific layout of buildings, open space, streets, parking, signage standards, and building elevations. Appeals of the Site

Plan decision will be decided by the Planning and Zoning Commission. Any denial of proposed modifications may be taken to the City Council for consideration.

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- Draft Ordinance

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Staff recommends approval of the PD subject to the following revisions being completed for standards submitted 11/29 and review sent 12/5:

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1. Provide Group image as it is titled for each PD

Exhibit C

1. Removal of 1. & 2. These items are not typically included in PD regulations and zoning ordinances
2. Revise 3. Heading from Entitlement to Review Process and Administration
3. 3. a. Replace Entitlement to Development
4. Revise item 3. b. to Concept Plan/GDP and use throughout document CP/GDP
Revise CP/GDP PZ approval to "review" throughout document
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Major Modifications shall be processed as a Concept Plan amendment and outlined in the Code of Ordinances

16. 3. g. Revise CP to CP/GDP

Revise “approved” to “considered”

Remove the last sentence about denial because amendment will go to P&Z and CC for review and consideration

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Remove Celina Parkway and DNT from Group 2, 3, and 4 PD Standards

Remove “alley” from zone separation. Alleys are not wide enough to be an adequate distance buffer in transitions

19. 4. a. iii. 2. Add “Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager, or his/her designee.”

Note: Street trees may be provided in the parkway at the option of the developer to meet landscaping requirements subject to approval by the Director of Planning and Development Services and the Fire Marshall at the time of building permit issuance. If street trees are approved, the developer shall, as a condition of the City's approval, do one of the following, as determined by the City, to fund resulting damages to streets, sidewalks, and utilities: (1) enter into a repair agreement obligating developer to make the repairs and providing financial security of the ability to perform; or (2) consent to annual updates to PID assessments on the Property to fund repair costs.

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21. 5. a. Identify “conditional” as a Conditional Use Permit CUP and processing an application in accordance with Division 2, CUP, Celina Code of Ordinances, Zoning Ordinance.
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 - Seasonal businesses shall be revised to be P in C/MU and I/LM
 - Temporary businesses shall be revised to be P in C/MU and I/LM
 - All-terrain vehicle dealer/sales or service shall be a C in C/MU and no outdoor display in C/MU
 - Check cashing services shall be eliminated from C/MU and I/LM
 - Add “/pay day loans” after check cashing services
 - Remove convenience store (without gas sales) it is the same a convenience store
 - Food truck park-revise spelling of vendor
 - We do not have regulations in our ordinances. Define and provide regulations for this use.
 - Motorcycle dealer (new and/or repair) no outdoor display permitted in C/MU
 - Personal watercraft sales (new and/or repair) no outdoor display permitted in C/MU
 - Recycling kiosk not permitted in C/MU or I/LM
 - Revise Restaurant (~~with no drive-through service~~)
 - Temporary outdoor retail sales/commercial promotion shall be permitted in C/MU, T, and I/LM
 - Veterinarian-Applicant may want to provide for (outdoor kennels) in I/LM as a C or P
 - Add (maximum of 250 cars) to auto financing & leasing (indoor)
 - Separate Tire dealer, with or without open storage
 - Without open storage shall be permitted in C/MU and I/LM
 - With open storage shall be permitted in C/MU as a C and in I/LM a P
 - Microbrewery add a C to C/MU
 - I/LM uses shall be removed from Group 4 PD Use Table
 23. 6. 1. b. Provide minimums for side and rear setbacks
 24. Revise Character Zones and Development Standards Table to reflect appropriate roadways
 - Preston Road is not in Group 1 or 2
 - Celina Parkway is not in Groups 2, 3, or 4
 - DNT is not in Groups 2, 3, or 4
 25. 6. 3. Street Design Standards
 - Development shall comply with the City of Celina Engineering Design Standards and Standard Details. In the absence of a design standard alternative standards such as the *ITE Manual for Designing Walkable Urban Thoroughfares* and/or *NACTO’s Urban Street Guide and Bicycle Guide* may be utilized an permitted upon approval of the City Manager, or his/her designee.
 26. 6. 3. c. Alleys-provide specifications (ROW & paving) for commercial and residential alleys
 27. 6. 3.c Footnote *revision*: Alleys in accordance with the City of Celina Standard Details shall be required for all residential development with lots 50 feet or less in width.
 28. 6. 4. Streetscape Standards
 - Add “Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager, or his/her designee.”

- 29. 6. 6. a. Single Family residential with lots 40 feet or less in width: 2 spaces per unit-add on-site and in garage
- 30. 6. 7. b. Lighting shall be provided per the City of Celina Engineering Design Standards and Standard Details.
- 31. 7. c. ii. SF Buildings
 - Revise “The” to “Any”
 - Add “other” between all and building
 - Add “more” after one
- 32. 7. c. ii. 2. 25% architectural metal panel is too high for SFD
- 33. 7. c. ii. 3. Revise to staff review. Appeal to P&Z if denied by staff
- 34. 7. d. i. Add “and property zoned SFD” after detached uses in the first sentence
- 35. 7. d. i. 1-3 Add dimensions stated to diagram
- 36. 7. d. i. 3. Add “or match side yard and rear yard in adjacent subdivision

Staff Recommendation:

Staff recommends approval.



Planning & Development Services
City of Celina, Texas

Memorandum

To: The Honorable Mayor Sean Terry and Celina City Council
CC: Rick Chaffin, Interim City Manager
From: Helen-Eve Liebman, AICP, Director of Planning & Development Services
Meeting Date: December 15, 2016
Re: Rezoning Request for Old Celina Ltd. Group 3

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 198.297 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas and generally located west of Preston Road, east of the BNSF Railroad, south of CR 55, and north of the future alignment of the Outer Loop and CR 53; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-77, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 3 Rezoning) (Liebman)

Background Information:

Group 3 is currently zoned as PD 9, PD 13, and AG, Agricultural zoning districts. Group 3 is generally located west of Preston Road, east of the BNSF Railroad, south of CR 55, and north of the future alignment of the Outer Loop and CR 88 (Choate Parkway). It is comprised of Tracts 15 through 23 and 27 of the Old Celina Ltd. submittal. The total acreage of the area to be rezoned is approximately 198.297 acres plus half of the rights-of-way adjacent to that tract.

The Comprehensive Plan designates this Group 3 as *Light Industrial Mixed-Use* and is designed for higher-intensity land uses that are environmentally friendly and include clean industrial/manufacturing uses and those uses typically not located adjacent to single family residential uses. Because of its proximity to Preston Road, staff suggests that this group be reserved for high-density vertically-mixed-use development, with residential set back from Preston Road a minimum of 200 feet (as per the Preston Road Overlay district).

This area of Celina is likely to see commercial growth in the future with industrial nearer to the railroad. The future alignment of Glendenning Drive and the Outer Loop will define the northern and southern boundaries, respectively. The BNSF Railroad defines the western edge of Group 3 and Preston Road defines the eastern border.

Requested Zoning for all Groups:

The applicant is proposing a planned development with the base zoning designations of MU-2, Regional Mixed-Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family

Residential zoning district. The property uses are a mix of traditional zoning with form-based zoning and will include the following Character Zones, which are defined below. The development standards for each Group will be identical.

- Neighborhood,
- Transition,
- Commercial/Mixed Use, and
- Industrial/Light Manufacturing.

Descriptions of Character Zones:

The “Neighborhood Zone” generally allows single family residential uses and townhomes, but no multiple-family development. Limited retail/office development, such as senior living facilities, government buildings (e.g. post offices), churches, daycare facilities and other service-oriented commercial uses are also allowed. The single family development in each Neighborhood Zone shall be comprised of a minimum of three (3) housing types. These types have been defined as follows:

	Transition Zone	Neighborhood Zone
a. Lot Area	1000 sq. ft. minimum	1000 sq. ft. minimum
b. Lot Width	20' width minimum	20' width minimum
c. Minimum Lot Size/Type Mix. Required	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 50% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 30% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater

Exterior materials for single family structures are proposed to be a minimum of 75 percent (75%) masonry on elevations not facing a public street and 100 percent (100%) for facades facing a public street. Masonry is defined as brick, stone, three-step stucco (this process involves three separate applications of cementitious product), rock, marble, granite, or glass block. Cementitious clapboard (also known as Hardiboard® – however, cementitious panels are not allowed) is permitted above the eave line and may be used to frame façade elements that rise above the roofline. The maximum height of any structure within the Neighborhood Zone is three (3) stories or forty-five (45) feet. A masonry fence, minimum six feet and maximum eight feet in height, shall be provided between single family uses and any Transition Zone. In addition, a six (6) foot wide landscape buffer with evergreen shrubs shall be provided parallel to the single family uses.

The “Transition Zone” is intended to have a mix of neighborhood services, small office and other

service-oriented uses, such as banks, offices, laundries, travel agencies, florists and government buildings, as well as those uses listed above in the Neighborhood Zone. No multiple-family developments are allowed within the Transition Zone. In addition, no restaurants or large-scaled retail stores (such as a home improvement center or big box store) are allowed in the Transition Zone. The maximum height of any structure within the Transition Zone is five (5) stories or sixty-five (65) feet. Residential development within the Transition Zone will require a minimum of two (2) lot types, as yet undefined in terms of lot size. In addition, non-residential buildings constructed in the Transition Zone must be set back from single family residential development a minimum of thirty (30) horizontal feet. The maximum lot coverage in the Transition Zone is ninety percent (90%).

The “Commercial/Mixed Use Zone” excludes single family residential and townhome uses and is intended to be used for commercial uses and vertical mixed-use developments for urban, semi-urban and suburban developments. This Zone allows virtually all non-residential uses allowed by right in the MU-2, Regional Mixed Use zoning district. Certain land uses, such as mini-warehouse/storage, hospitals, and temporary batch plants would require a Conditional Use Permit (CUP) in addition to the base zoning. Both the Commercial/Mixed Use Zone and the Transition Zone are designed for true vertically mixed-use development, with pedestrian-oriented frontage. Within these zones, the buildings will require a minimum of eighty percent (80%) masonry on all pedestrian-oriented street facades, Celina Parkway and Preston Road. No more than twenty percent (20%) of these facades may use wood, architectural metal, split-faced concrete, tile or pre-cast concrete panels. On facades other than those listed above, the masonry mix shall be seventy/thirty percent (70%/30%) mix. In addition, any multiple family development shall provide the 70%/30% masonry/non-masonry mix on all facades. There is no maximum height of any structure within the Commercial/Mixed Use Zone. Parking structures are allowed in all zones except the Neighborhood Zone and shall be designed so that they resemble the adjacent buildings as much as possible, with shorter dimension along the street edges.

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- Seasonal businesses shall be revised to be P in C/MU and I/LM
- Temporary businesses shall be revised to be P in C/MU and I/LM
- All-terrain vehicle dealer/sales or service shall be a C in C/MU and no outdoor display in C/MU
- Check cashing services shall be eliminated from C/MU and I/LM
- Add “/pay day loans” after check cashing services
- Remove convenience store (without gas sales) it is the same a convenience store
- Food truck park-revise spelling of vendor
- We do not have regulations in our ordinances. Define and provide regulations for this use.
- Motorcycle dealer (new and/or repair) no outdoor display permitted in C/MU
- Personal watercraft sales (new and/or repair) no outdoor display permitted in C/MU
- Recycling kiosk not permitted in C/MU or I/LM
- Revise Restaurant ~~(with no drive-through service)~~
- Temporary outdoor retail sales/commercial promotion shall be permitted in C/MU, T, and I/LM
- Veterinarian-Applicant may want to provide for (outdoor kennels) in I/LM as a C or P
- Add (maximum of 250 cars) to auto financing & leasing (indoor)
- Separate Tire dealer, with or without open storage
- Without open storage shall be permitted in C/MU and I/LM
- With open storage shall be permitted in C/MU as a C and in I/LM a P
- Microbrewery add a C to C/MU
- I/LM uses shall be removed from Group 4 PD Use Table
23. 6. 1. b. Provide minimums for side and rear setbacks
24. Revise Character Zones and Development Standards Table to reflect appropriate roadways
- Preston Road is not in Group 1 or 2
- Celina Parkway is not in Groups 2, 3, or 4
- DNT is not in Groups 2, 3, or 4
25. 6. 3. Street Design Standards
- Development shall comply with the City of Celina Engineering Design Standards and Standard Details. In the absence of a design standard alternative standards such as the *ITE Manual for Designing Walkable Urban Thoroughfares* and/or *NACTO's Urban Street Guide and Bicycle Guide* may be utilized and permitted upon approval of the City Manager, or his/her designee.
26. 6. 3. c. Alleys-provide specifications (ROW & paving) for commercial and residential alleys

27. 6. 3.c Footnote *revision*: Alleys in accordance with the City of Celina Standard Details shall be required for all residential development with lots 50 feet or less in width.
28. 6. 4. Streetscape Standards
Add "Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager, or his/her designee."
29. 6. 6. a. Single Family residential with lots 40 feet or less in width: 2 spaces per unit-add on-site and in garage
30. 6. 7. b. Lighting shall be provided per the City of Celina Engineering Design Standards and Standard Details.
31. 7. c. ii. SF Buildings
Revise "The" to "Any"
Add "other" between all and building
Add "more" after one
32. 7. c. ii. 2. 25% architectural metal panel is too high for SFD
33. 7. c. ii. 3. Revise to staff review. Appeal to P&Z if denied by staff
34. 7. d. i. Add "and property zoned SFD" after detached uses in the first sentence
35. 7. d. i. 1-3 Add dimensions stated to diagram
36. 7. d. i. 3. Add "or match side yard and rear yard in adjacent subdivision"

CITY OF CELINA, TEXAS

ORDINANCE 2016-____
 OLD CELINA LTD. GROUP 3 PD#77

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 165.95 ACRES OF LAND COMPRISING TRACTS 15 THROUGH 23 AND TRACT 27 MORE FULLY DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" TO BE ZONED AS "PD #77" A PLANNED DEVELOPMENT ZONING DISTRICT IN ACCORDANCE WITH THE "GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS" IN EXHIBIT "C" WITH THE BASE DESIGNATIONS OF MU-2, REGIONAL MIXED USE ZONING DISTRICT, I-1, LIGHT INDUSTRIAL ZONING DISTRICT, AND SF-R, SINGLE FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; REPEALING PD #9, ORDINANCE NO. 2003-69 AND PD #13, ORDINANCE NO. 2004-56; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin, and Denton County, Texas (the "City") 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, Title 7 Chapter 211 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" attached hereto and incorporated herein (the "Land"); and

WHEREAS, the tracts comprising the Land have been depicted in detail in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, in accord with Section 14.02.151 of the City's Code of Ordinances, the City hereby finds and declares that in recognition of: (a) changing conditions and circumstances within the locality of the City due to impending growth likely to occur as a result of the extension of the North Dallas Tollway and other infrastructure projects; and (b) recognized changes in technology, the style of living and manner of conducting business occurring in the locality of the City and surrounding communities, including but not limited to, the desire of citizens to live and work in areas with complementary land uses that include high quality housing, retail, offices, commercial services, and employment uses within areas that promote pedestrian and vehicular connectivity and vibrant mixed land use communities; and

WHEREAS, the City Council has determined that, based on circumstances existing on the Effective Date of this Ordinance, it is in the public interest to allow for flexibility in locating and arranging the authorized uses across and throughout the Land, depending upon the final alignment of the North Dallas Tollway and other major parallel arterial streets and that the changes approved herein will be appropriate in the immediate areas concerned and with regards to their relationship to the general area of the City as a whole; and

WHEREAS, the land use conditions, regulations and development standards set forth in Exhibit "C" attached hereto and incorporated herein (the "Group 3 Old Celina PD Conditions and Development Standards") incorporate a "Character Zone" methodology, establishing standards and uses consistent with the City's Comprehensive Zoning Ordinance in regulating land use and development in an orderly, responsible, and flexible manner, while providing predictability within a framework of conditions, standards and uses to enable the owner(s) of the Land within this PD to work together with the City to plan, envision, implement, and optimize development of the Land and provide for certain modifications to such district regulations; and

WHEREAS, the Group 3 Old Celina PD Conditions and Development Standards provide for, entail and clearly outline and describe certain modifications, amendments and supplements to the base zoning designations; and

WHEREAS, the City Council has considered, among other things, the character of the Land and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and has determined that it is in the best interests of the public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City and that PD #9, Ordinance No. 2003-69 and PD #13, Ordinance No. 2004-56 should be repealed in their entirety; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council, in compliance with the laws of the State of Texas and the ordinances of the City, 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 Land 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 recitals and 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 (the “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 “PD#77” on the Land described in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 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” , as “PD#77” with base zoning designations of MU-2, Regional Mixed Use zoning district, I-1, Light Industrial zoning district, and SF-R, Single Family Residential Zoning district as revised, amended and supplemented by the Group 3 Old Celina PD Conditions and Development Standards which are described and clearly set forth in Exhibit “C”, attached hereto and incorporated herein. This PD creates standards that supplement, revise and build upon the base zoning designations and ~~that~~ differ in some respects from the requirements of the City’s Comprehensive Zoning Ordinance, ~~with the intent of creating a new and improved manner of land use and public space regulation in the City.~~

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4.02 This Ordinance regulates the uses allowed for the Land identified above. All development and construction shall occur in accordance with the requirements of this Ordinance; the concept plans to be set forth for approval subsequent to the approval of this Ordinance as provided herein; the development standards set forth in Exhibit “C” and all other applicable ordinances, rules, and regulations of the City.

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 Land shall be used only in the manner and for the purposes provided for in this Ordinance and the Comprehensive Zoning Ordinance of the City of Celina, as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

Ordinance No. 2003-69, PD #9 and Ordinance No. 2004-56, PD #13, are hereby repealed in their entirety. In addition and notwithstanding, 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 any 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 the 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 past 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 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 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.

City of Celina, Ordinance No. 2016-_____ Old Celina Ltd.

Page 4

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of December, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

City of Celina, Ordinance No. 2016-_____Old Celina Ltd.

Page 5

Attachment: Old Celina PD Ordinance Group 3 12.8.16 (1833 : Old Celina Ltd. Group 3 Zoning Ordinance)

EXHIBIT A

The Land

Comprising The Tracts Described Herein By Metes And Bounds

Attachment: Old Celina PD Ordinance Group 3 12.8.16 (1833 : Old Celina Ltd. Group 3 Zoning Ordinance)

TRACT 15 (49.985 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2002-0098686, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING all that certain tract or parcel of land lying and being situated in Collin County, Texas, a part of the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, and being and including all that certain tract said to contain 50.00 acres as described in a deed from Charlie Ann Tate Lewis to Shaul C. Baruch, Trustee, recorded in Volume 2751, Page 693 of the Land Records of Collin County, said tract or parcel of land is herein described as follows to wit:

BEGINNING at an 1/2 inch iron rod found on the West right-of-way line of State Highway No. 289 for the Northeast corner of said called 50.00 acre tract, said corner being on the North line of a called 118 acre tract described in a deed to L. L. Lewis recorded in Volume 206, Page 196 of the Deed Records of Collin County, said corner also being in the center of a County Road running in an Easterly and Westerly direction;

THENCE along the West right-of-way line of said State Highway No. 289, South 01 degrees 10 minutes 04 seconds East 831.09 feet to an 1/2 inch iron rod found for corner;

THENCE South 88 degrees 53 minutes 04 seconds West 208.08 feet to an 1/2 inch-iron rod found for corner;

THENCE South 01 degrees 05 minutes 21 seconds East 480.06 feet to an 1/2 inch iron rod found for corner, said corner being the Northeast corner of a called 66.115 acre tract described in a deed to Charlie Ann Tate Lewis as recorded in Volume 3049, Page 833 of the Land Records of Collin County;

THENCE South 88 degrees 49 minutes 17 seconds West along the South line hereof, common with the North line of said called 66.115 acre tract, a distance of 1667.09 feet to an 1/2 inch iron rod found In the East right-of-way line of the Burlington Northern and Santa Fe Railroad;

THENCE along last named line, North 10 degrees 40 minutes 49 seconds East 1337.71 feet to an 1 inch iron rod found in the center of said County Road;

THENCE North 88 degrees 45 minutes 30 seconds East a distance of 1601.17 feet to the PLACE OF BEGINNING and containing 49.985 acres of land, more or less.

TRACT 16 (3.305 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 20060831001257540, Deed Records, Collin County, Texas and being more particularly described as follows:

All that certain tract or parcel of land situated in Lot B of Subdivision number 14 of the Collin County School Land Survey A-167, County of Collin State of Texas as shown on plat recorded in Volume 03, Page 118 of the Deed Records of Collin County, Texas, and said tract being the remaining tract of a called 118 acre tract as described in deed to L.L. Lewis filed 10 November 1916 and recorded in Volume 206, Page 196 of said Deed Records and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a found 1/2 inch rebar with a plastic cap marked Alliance, said rebar being the northeast remainder corner of said Lewis tract, same being the most easterly southeast corner of a called 49.985 acre tract as described in deed to Old Celina, Ltd. filed 11 July 2002 and recorded in Volume 5208, Page 3398 of said Deed Records and said rebar being on the west line of State Highway Number 289;

Thence South 01 degrees 27 minutes 19 seconds East, with the west line of said highway a distance of 30.62 feet to a wood right of way monument for an angle point in the west line of said highway;

Thence South 01 degrees 56 minutes 18 seconds East, with the west line of said highway, a distance of 316.17 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for an angle point in the west line of said highway;

Thence South 00 degrees 23 minutes 33 seconds East, with the west line of said highway a distance of 333.51 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for the southeast remainder corner of said Lewis tract, same being the most easterly northeast corner of a called 66.020 acre tract as described in deed to Old Celina Ltd. filed 31 July 2003, and recorded in Volume 5471, Page 1109 of said Deed Records;

Thence South 88 degrees 49 minutes 36 seconds West, with the north line of said Old Celina 66 acre tract, a distance of 209.37 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for the southwest remainder corner of said Lewis tract; same being an ell corner of said Old Celina 66 acre tract;

Thence North 01 degrees 10 minutes 27 seconds West, with the east line of said Old Celina 66 acre tract and passing the most northerly northeast corner of said Old Celina 66 acre tract, same being the most southerly southeast corner of said Old Celina 49.985 acre tract and continuing on said course with the east line of said Old Celina 49.985 acre tract a distance of 680.17 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for the northwest remainder corner of said Lewis tract, same being an ell corner of said Old Celina 49.985 acre tract

Thence North 88 degrees 48 minutes 36 seconds East, with the south line of said Old Celina 49.985 acre tract a distance of 209.56 feet to the POINT OF BEGINNING and containing 3.305 acres of land, more or less.

TRACT 17 (66.020 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2003-0147019, Deed Records, Collin County, Texas and being more particularly described as follows:

Being a tract of land situated in the Collin County School Land Survey, Abstract No. 14, Abstract No. 167, Collin County, Texas, and being the same tract of land as described in the deed to Charlie Ann Tate Lewis according to the deed recorded in Volume 3049, Page 833 of the Deed Records of Collin County, Texas, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING of a 1/2 inch iron rod found at the northwest corner of said Lewis tract, said iron rod also lying on east right-of-way line of the S.L. & S.F. Railroad;

THENCE North 88 degrees 49 minutes 19 seconds East, along the common line of said Lewis tract, and a tract of land conveyed to Rex Glendenning according to the deed recorded in Volume 4476, Page 280 D.R.C.C.T. (for a distance of 1,667.42 feet to a ½ inch iron rod found at a common interior corner of same;

THENCE South 01 degrees 10 minutes 41 seconds East leaving said common line, for a distance of 197.35 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set for corner;

THENCE North 88 degrees 46 minutes 28 seconds East for a distance of 208.70 feet to a 5/8 inch iron rod with cap stamped R.L.P.S. 5430 set on the West right-of-way line of State Highway No. 289;

THENCE South 01 degrees 13 minutes 34 seconds East along said West right-of-way line, for a distance of 1,242.72 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set at the Southeast corner of the aforementioned Lewis tract;

THENCE South 88 degrees 53 minutes 32 seconds West leaving said west right-of-way line along the south line of said Lewis tract passing at a distance of 538.68 feet a ½ inch iron rod found near the intersection of a barbed wire fence, and continuing with said fence passing at a distance of 2,032.87 feet a 3/8 inch iron rod found, and continuing for a total distance of 2,179.17 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 set at the southwest corner of said Lewis tract, and also lying on the east right-of-way line of the aforementioned S.L. & S.F. Railroad;

THENCE North 10 degrees 41 minutes 21 seconds East along said East right-of-way line, for a distance of 1,468.61 feet to the PLACE OF BEGINNING, and containing 2,875.811 square feet or 66.020 acres of land.

TRACT 18 (13.50 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2005-0130193, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING a 13.50 acre tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NO. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Dan P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the Northeast corner of said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded in Volume 5836, Page 545 of the Deed Records of Collin County, Texas, said iron rod also being in the South line of a tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said 38 acre tract, and said Chen tract as recorded in Volume 5836, Page 545, a distance of 473.70 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, through the interior of said called 38 acre tract, a distance of 1244.34 feet to a point for corner, said point being in the East line of said called 38 acre tract, same being in the West line of a tract of land conveyed to Ayala Metro Park Properties, Ltd., as recorded in Volume 5431, Page 6738, of the Deed Records of Collin County, Texas;

THENCE North 00 degrees 19 minutes 12 seconds West, along the common line of said called 38 acre tract, and said Ayala Metro Park Properties, a distance of 473.64 feet to a 1/2 inch iron rod found for corner, said point being the Northwest corner of said called 38 acre tract, same being the Northeast corner of said Ayala Metro Park Properties, Ltd. tract, and being in the South line of said Old Celina, Ltd. tract;

THENCE South 90 degrees 00 minutes 00 seconds East, along the common line of said 38 acre tract, and said Old Celina, Ltd. tract, a distance of 1238.92 feet to the POINT OF BEGINNING and containing 588,075 square feet or 13.50 acres of computed land, more or less.

TRACT 19 (5.502 ACRES):

Being a 5.502 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Don P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being all of that certain tract of land to Old Celina, Ltd., by deed recorded in Instrument No. 20060413000494090, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the northeast corner of that certain tract of land to Old Celina, Ltd., by deed recorded in Volume 6003, Page 3933, said Deed Records, same being the northwest corner of a called 7.000 acre tract of land to Candice Chen (undivided 50% interest), by deed recorded in Volume 5836, Page 545, said deed records, same being the northwest corner of a called 7.000 acre tract of land to Yu Chen Kuo (undivided 50% interest), by deed recorded in Instrument Number 20131231001700860, said Official Public Records, said iron rod also being in the south line of a tract of land conveyed to Old Celina, LTD, by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 deg. 58 min. 32 sec. East, along the common line of said Old Celina tract (Vol. 6003, Pg. 3933), and said Chen tract, a distance of 473.70 feet to a 1/2 inch iron rod set for the northeast corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 00 deg. 58 min. 32 sec. East, along the common line of said Old Celina tract (Inst. No. 20060413000494090), and said Chen tract as recorded in Volume 5836, Page 545, passing at a distance of 93.16 feet a 3/8 inch iron rod found for the southwest corner of said Chen tract, same being the northwest corner of that certain tract of land to Candice Chen (undivided 62.5% interest), by deed recorded in Volume 5836, Page 552, said Deed Records, same being the northwest corner of that certain tract of land to Yu Chen Kuo (Tract 1, an undivided 37.5% interest), by deed recorded in Instrument No. 20131231001700870, said Official Public Records, and continuing along the common line of said Old Celina tract (Inst. No. 20060413000494090), and said Chen tract (Vol. 5836, Pg. 552), passing at a distance of 340.12 feet a 3/8 inch iron rod found for the southwest corner of said Chen tract (Vol. 5836, Pg. 552), same being the northwest corner of that certain tract of land to Candice Chen (undivided 62.5% interest), by deed recorded in Volume 5836, Page 560, said deed records, same being the northwest corner of that certain tract of land to Yu Chen Kuo (Tract 2, an undivided 37.5% interest), by deed recorded in Instrument No. 20131231001700870, said Official Public Records, and continuing a total distance of 846.30 feet to a 1/2 inch iron rod found for the southeast corner of said Old Celina tract (Inst. No. 20060413000494090), same being the southwest corner of said Chen tract (Vol. 5836, pg. 560), said point being in County Road No. 53;

THENCE South 89 deg. 43 min. 40 sec. West, along the common line of said Old Celina tract (Inst. No. 20060413000494090), and said County Road No. 53, a distance of 287.84 feet to a 1/2 inch iron rod set for the southwest corner of said Old Celina tract (Inst. No. 20060413000494090), same being the southeast corner of that certain tract of land to Equity Trust Company, Custodian FBO Sherese Glendenning, Account 200068343, by deed recorded in Instrument No. 20160621000778640, aforesaid Official Public Records;

THENCE North 00 deg. 19 min. 12 sec. West, along the common line of said Old Celina tract (Inst. No. 20060413000494090), and said Equity Trust Company tract, a distance of 847.56 feet to a 1/2 inch iron rod set for the northwest corner of said Old Celina tract (Inst. No. 20060413000494090), same being the northeast corner of said Equity Trust Company tract, same being in the south line of aforesaid Old Celina tract (Vol. 6003, Pg. 3933);

THENCE South 90 deg. 00 min. 00 sec. East, along the common line of said Old Celina tract (Inst. No. 20060413000494090), and said Old Celina tract (Vol. 6003, Pg. 3933, a distance of 278.16 feet to the POINT OF BEGINNING and containing 239,668 square feet or 5.502 acres of computed land.

TRACT 20 (9.426 ACRES):

That certain tract of land conveyed to Equity Trust Company, FBO Sherese Glendenning, Account #200068343 by deed recorded by Instrument Number 2016062100078640, Deed Records, Collin County, Texas and being more particularly described as follows:

Being a 9.426 acre tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NO. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Dan P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 Inch iron rod found for the northeast corner of the said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded In Volume 5836, Page 545, of the Deed Records of Collin County, Texas, said iron rod also being in the south line of a tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said Stone tract, and said Chen tract as recorded In Volume 5836, Page 545, a distance of 473.70 feet to a point for corner,

THENCE North 90 degrees 00 minutes 00 seconds West, 278.16 feet to the POINT OF BEGINNING;

THENCE South 00 degrees 19 minutes 12 seconds East, through the interior of said called 38 acre tract, a distance of 847.56 feet to a point for corner, said point being In the South line of said called 38 acre tract, same being in the center line of County Road No. 53, said point also being in the North line of a called 40 acre tract of land described by the deed recorded in Volume 682, Page 259, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 43 minutes 40 seconds West, along the common line of said 38 acre tract, and said called 40 acre tract, and the center line of County Road No. 53, a distance of 483.73 feet to a point for corner;

THENCE North 00 degrees 19 minutes 12 seconds West, along the West line of said called 38 acre tract, a distance of 849.86 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, through the interior of said called 38 acre tract, a distance of 483.74 feet to the POINT OF BEGINNING and containing 410,545 square feet or 9.426 acres of computed land, more or less.

TRACT 21 (0.784 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 20081212001412820, Deed Records, Collin County, Texas and being more particularly described as follows:

All that certain tract or parcel of land situated in Lot 8 of Subdivision 14 of the Collin County School Lands, Abstract Number 167, County of Collin, State of Texas, according to plat of the same recorded in volume 03 page 118 of the deed records of Collin County, Texas, said tract being part of the monumented tract on the ground of a called 8.772 acre tract as described to deed to Ryno Materials, Inc., filed 21 April 2006, and recorded in county clerks number 06-000536590 of the deed records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a found 3/8 inch rebar, said rebar being the northeast corner of said Ryno tract, same being the northwest corner of a called 7.646 acre tract as described in deed to Ayala Metro Park Properties, filed 04 June 2003, and recorded in volume 5431 page 6738 of said deed records, said rebar also being on the south line of a called 66.02 acre tract as described in deed to Old Celina, Ltd, filed 31 July 2005, and recorded in volume 5471 page 1109 of said deed records;

Thence: South 00 degrees 07 minutes 36 seconds West, with the monumented east line of said Ryno tract, a distance of 201.95 feet to a set 1/2 inch steel square tubing, for the southeast corner of this tract;

Thence: North 89 degrees 05 minutes 00 seconds West, a distance of 191.73 feet to a set 1/2 inch steel square tubing for the southwest corner of this tract, said tubing being on the west line of said Ryno tract, same being the east line of the Burlington Northern Railroad;

Thence: North 12 degrees 48 minutes 09 seconds East, with the east line of said railroad a distance of 206.40 feet to a set 1/2 inch steel square tubing for the northwest corner of said Ryno tract, same being the southwest corner of said Old Celina tract, and said tubing being South 20 degrees 24 minutes 28 seconds West, a distance of 5.89 feet from a found 1/2 inch rebar with a plastic cap marked Wisdom 3646;

Thence: South 89 degrees 04 minutes 00 seconds East, with the north line of said Ryno tract, and with the south line of said Old Celina tract, a distance of 146.45 feet to the POINT OF BEGINNING and containing 0.784 of an acre of land.

TRACT 22 (5.500 ACRES):

BEING all that certain 5.500 acre tract of land situated in Lot 8 of Subdivision 14 of the Collin County School Land Survey No. 14, Abstract No. 167, Town of Celina, Collin County, Texas, same being all that certain tract of land conveyed to Equity Trust Company, Custodian FBO Rex Glendenning, Account #200068244, by Special Warranty Deed recorded in Instrument Number 20160621000778660, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the Northwest corner of said Equity Trust Company, Rex tract, same being the Southwest corner of that certain tract of land conveyed to Equity Trust Company, Custodian FBO Sherese Glendenning, Account #200068343, by Special Warranty Deed recorded in Instrument Number 20160621000778650, Official Public Records, Collin County, Texas, same being in the easterly line of S.L. & S.F. Railroad, per deed recorded in Volume 128, Page 319, Deed Records, Collin County, Texas;

THENCE North 89 deg. 57 min. 44 sec. East, along the common line of said Equity Trust Company, Rex tract, and said Equity Trust Company, Sherese tract, a distance of 292.60 feet to a 1/2 inch iron rod set for the Northeast corner of said Equity Trust Company, Rex tract, same being the Southeast corner of said Equity Trust Company, Sherese tract, same being in the West line of that certain tract of land conveyed to Ayala Metro Park Properties, LTD., by deed recorded in Volume 5431, Page 6738, Deed Records, Collin County, Texas;

THENCE South 00 deg. 49 min. 40 sec. East, along the common line of said Equity Trust Company, Rex tract, and said Ayala tract, passing at a distance of 648.22 feet a 1/2 inch iron rod with plastic cap marked Wisdom 3646 found for the Southwest corner of said Ayala tract, same being in the North line of County Road No. 53, and continuing a total distance of 674.50 to a point for the Southeast corner of said Equity Trust Company, Rex tract, same being in County Road No. 53;

THENCE South 89 deg. 57 min. 44 sec. West, along the common line of said Equity Trust Company, Rex tract, and said County Road No. 53, a distance of 393.80 feet to a point for the Southwest corner of said Equity Trust Company, Rex tract, same being in the easterly line of aforesaid Railroad tract;

THENCE along the common line of said Equity Trust Company, Rex tract, and said Railroad tract as follows:

North 11 deg. 51 min. 18 sec. East, passing at a distance of 24.11 feet, an 'X' cut found for reference, and continuing a total distance of 178.85 feet to a 1/2 inch iron rod with plastic cap marked Wisdom 3646 found for corner;

North 89 deg. 59 min. 49 sec. West, a distance of 50.06 feet to a 1/2 inch iron rod with plastic cap marked Wisdom 3646 found for corner;

North 11 deg. 50 min. 53 sec. East, a distance of 510.33 feet to the POINT OF BEGINNING and containing 239,580 square feet or 5.500 acres of computed land, more or less.

TRACT 23 (2.500 ACRES):

That certain tract of land conveyed to Equity Trust Company, custodian FBO Sherese Glendenning, Account #200068343 Old Celina, Ltd. by deed recorded by Instrument Number 20160621000778650, Deed Records, Collin County, Texas and being more particularly described as follows:

All that certain tract or parcel of land situated in Lot 8 of Subdivision 14 of the Collin County School Lands, Abstract Number 167, County of Collin State of Texas, according to plat of the same recorded In volume 03 page 118 of the deed records of Collin County, Texas, said tract being part of the monumented tract on the ground of a called 8.772 acre tract as described in deed to Ryno Materials, Inc., filed 21 April 2006, and recorded In county clerks number 06-000536590 of the deed records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a set 1/2 inch steel square tubing, said tubing being on the monumented east line of said Ryno tract, and said tubing being South 00 degrees 07 minutes 36 seconds West, a distance of 201.95 feet from a found 3/8 inch rebar, said rebar being the northeast corner of said Ryno tract, same being the northwest corner of a called 7.646 acre tract as described in deed to Ayala Metro Park Properties, filed 04 June 2003, and recorded in volume 5431 page 6738 of said deed records, said rebar also being on the south line of a called 66.02 acre tract as described in deed to Old Celina Ltd., filed 31 July 2005, and recorded in volume 5471 page 1109 of said deed records;

Thence: South 00 degrees 07 minutes 36 seconds West, with the monumented east line of said Ryno tract, a distance of 449.72 feet to a set 1/2 inch steel square tubing for the southeast corner of this tract;

Thence: North 89 degrees 05 minutes 00 seconds West, a distance of 292.60 feet to a set 1/2 inch steel square tubing for the southwest corner of this tract, said tubing being on the west line of said Ryno tract, same being the east line of the Burlington Northern Railroad;

Thence: North 12 degrees 48 minutes 09 seconds East, with the east line of said railroad, a distance of 459.53 feet to a set 1/2 inch steel square tubing for the northwest corner of this tract;

Thence: South 89 degrees 05 minutes 00 seconds East, a distance of 191.75 feet to the POINT OF BEGINNING and containing 2.500 acres of land.

TRACT 27 (9.425 ACRES):

That certain tract of land conveyed to Equity Trust Company, custodian FBO Rex Glendenning, Account #200068344 by deed recorded by Instrument Number 20160621000778670, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING a 9.426 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Don P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the northeast corner of the said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded In Volume 5836, Page 545, of the Deed Records of Collin County, Texas, said iron rod also being in the south line of a tract of land conveyed to Old Celina, Ltd. by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said Stone tract, and said Chen tract as recorded in Volume 5836, Page 545, a distance of 473.70 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, through the interior of said called 38 acre tract, a distance of 761.90 feet to a point for corner, said point being the POINT OF BEGINNING;

THENCE South 00 degrees 19 minutes 12 seconds East, through the interior of said called 38 acre tract, a distance of 849.86 feet to a point for corner, said point being in the South line of said called 38 acre tract, same being in the center line of County Road No. 53, same being in the north line of a called 40 acre tract of land described by the deed recorded in Volume 682, Page 259, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 43 minutes 40 seconds West, along the common line of said 38 acre tract, and said called 40 acre tract, and the center line of County Road No. 53, a distance of 482.43 feet to a 1/2 inch iron rod found for corner, said point being in the Southwest corner of said called 38 acre tract;

THENCE North 00 degrees 19 minutes 12 seconds West, along the West line of said called 38 acre tract, passing the Southeast corner of a tract of land conveyed to Ayala Metro Park Properties, Ltd., as recorded in Volume 5431, Page 6738 of the Deed Records of Collin County Texas, at a distance of 22.29 feet, and continuing along the common line of said called 38 acre tract, and said Ayala Metro Park Properties, Ltd tract, a total distance of 852.15 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, through the interior of said called 38 acre tract, a distance of 482.44 feet to the POINT OF BEGINNING and containing 410,551 square feet or 9.425 acres of computed land, more or less.

Graphic Depiction Of The Land

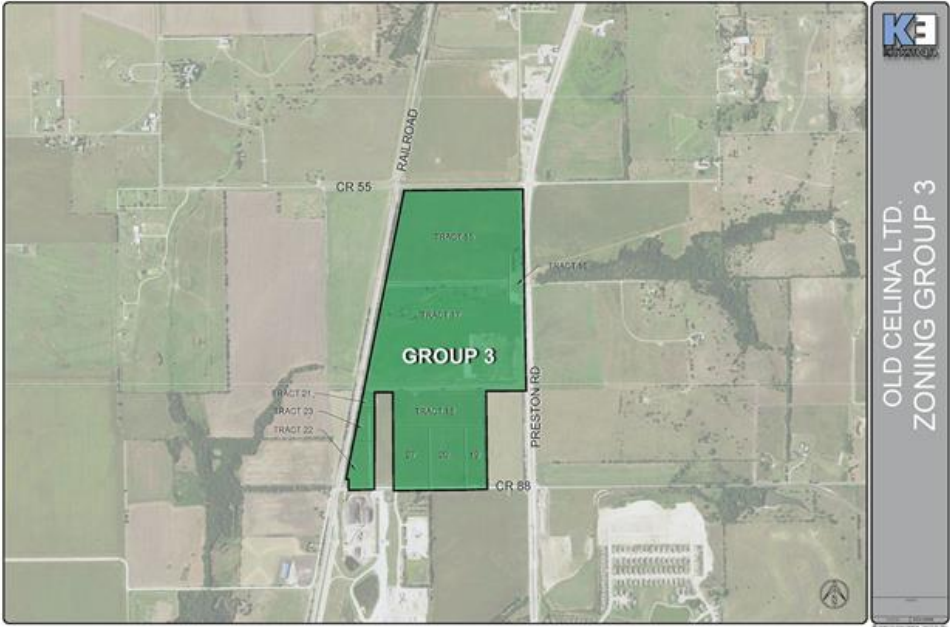


EXHIBIT C
GROUP 3 OLD CELINA PD CONDITIONS AND
DEVELOPMENT STANDARDS

Attachment: Old Celina PD Ordinance Group 3 12.8.16 (1833 : Old Celina Ltd. Group 3 Zoning Ordinance)

1. **Purpose and Intent.** The purpose of the Planned Development District NO. 77 is to create a vibrant pedestrian friendly development that promotes the ability to grow with the increased market demand of Celina. The PD is intended to:
 - a. Allow a mixture of complementary land uses that include housing, retail, offices, commercial services, and employment uses to create economic vitality;
 - b. Emphasize vehicular and pedestrian connectivity to adjacent opportunities and land uses that balances neighborhood integrity with transportation benefits of connectivity, market demand for development and regional access;
 - c. Establish development standards to create development of quality;
 - d. Encourage the development of vertical and horizontal mixed-use areas that are safe, comfortable and attractive to pedestrians;
 - e. Provide flexibility in the siting and design of new developments and redevelopment to anticipate changes in the marketplace while establishing human-scaled residential and non-residential buildings; and
 - f. Include a range of residential options that reflect changing lifestyles while balancing market demand and community preferences;
2. **Relationship to the City's Comprehensive Plan.** The submission of this PD correlates directly with many goals recommended by the Celina Comprehensive Plan. This PD assists in fulfilling Land Use and Transportation Goals as referenced below.
 - a. LU Goal 1: The City of Celina will promote orderly development and redevelopment to achieve a pattern of balanced, interrelated, compatible and varied uses of land.
 - b. LU Goal 2: Guide growth into a sound, sustainable pattern of land use that maintains growth capacity, provides for a fiscally responsible approach to infrastructure expansion, and demonstrates sound stewardship of the environment.
 - c. LU Goal 4: Promote the creation of suburban character development that is attractive, safe, practical, and accessible to necessary facilities and services.
 - d. LU Goal 5: Promote and support the development of well-designed centers for jobs, shopping, culture, entertainment and housing.
 - e. LU Goal 6: Allow for a wide mix of retail, personal services, dining, entertainment and complementary residential opportunities.

- f. LU Goal 7: Promote development that integrates at least two primary, mutually supporting uses on the same site.
- g. T Goal 1: Plan and develop an efficient and effective roadway network that will serve the future needs of Celina.
- h. T Goal 2: Identify, provide for and promote alternatives to single-occupant automobiles as viable means of travel within and through Celina.

3. **Review Process and Administration.**

- a. **Plan Review Process.** Development of land for construction includes two steps plus plat approval. The first step is the CP/GDP review and Planning and Zoning Commission (PZ) approval. The second step is site plan review and administrative approval.
- b. **Concept Plan/General Development Plan (CP/GDP).** The CP/GDP is intended to illustrate the general development pattern and character of the Planned Development. A CP/GDP approved by PZ shall be required before a site plan can be approved administratively. The CP/GDP may be submitted for approval before or at the time of site plan, with the site plan administrative approval running concurrent to PZ review of the CP/GDP.
 - i. The applicant shall submit a CP/GDP and supporting information with the following requirements:
 - 1. CP/GDP shall cover an area of at least 60 acres or the size of the area delineated within this Planned Development, whichever is smaller.
 - 2. For any property less than 10 acres, the CP/GDP shall align with the context around the CP/GDP area. This can be established by:
 - a. Showing the existing (or proposed if none exist) CP/GDP's adjacent to the site and showing how the current CP/GDP aligns vehicle and pedestrian connections;
 - b. Extending potential pedestrian and vehicular connections to adjacent property; and/or
 - c. Showing how this CP/GDP is compatible with adjacent property.
 - 3. CP/GDP shall be noticed by signs and to owners within 200 feet of the subject area
 - 4. A CP/GDP is not intended to be a detailed proposal; rather, it shall illustrate the general location of land uses, basic street layout and treatment of

transition areas to adjacent uses. The CP/GDP shall illustrate the proposed general design direction of the site with dimensional guidelines that provide adequate information about the design intent, intensity and phasing of the proposed plan.

5. The CP/GDP shall:
 - a. Demonstrate compliance with the Planned Development's purpose and development standards.
 - b. Prescribe requirements for a complete CP/GDP submittal including:
 - i. Delineation of Character Zones for the development including one or more areas designated as (1) Commercial/Mixed Use, (2) Transition, (3) Neighborhood, and/or (4) Industrial/Light Manufacturing per the Development Standards Table in Section 6 below;
 - ii. The layout of proposed mandatory blocks and streets and conceptual bikeways, trails and pedestrian paths;
 - iii. The location and acreage of open space meeting at least the minimum required (see Development Standards Table in Section 6 below) as well as the type of open space;
 - iv. The location within each Character Zone of uses delineated generally as non-residential (retail, office, industrial), mixed use (both residential and non-residential), residential, and open space ;
 - v. The approximate placement of buildings and anticipated scale if known at the time of CP/GDP;
 - vi. General parking locations (surface and structured);
 - vii. Preliminary drainage and water/sewer plan; and
 - viii. Any additional materials needed to fulfill the requirements of a General Development Plan as described in Sec. 10.03.082 (g) of the City of Celina Code of Ordinances. A tree survey and mitigation plan may be delayed until site plan.

- ix. Fulfilling these requirements shall satisfy the requirements under the City of Celina Subdivision Ordinance for General Development Plans, Sec. 10.03.083, as exists or may be amended.
- c. Include a narrative that provides:
 - i. A statement of the purpose and intent of the proposed CP/GDP in terms of the anticipated nature of the development in each respective Character Zone at buildout, likely phasing, strategies to integrate natural features;
 - ii. A description of the mix of land uses and the anticipated design elements that will ensure compatibility both within the development site, and with adjacent land uses and development patterns.
- d. Statistical information including:
 - i. Gross acreage of the site, and net acreage of the site (less streets and open space);
 - ii. Amount of land devoted to open space (meeting the minimum required as established in the Development Standards Table below in Section 6), both in acres and as a percentage of the gross acreage of the site;
 - iii. The approximate amount of land devoted to different character zones, both in acres and as a percentage of the gross acreage of the site;
 - iv. A general plan for pedestrian, bicycle and vehicular circulation describing the general design capacity of the system as well as access points to community wide networks;
 - v. A traffic impact analysis (when submitting CP/GDP concurrently with site plan, the traffic impact analysis shall analyze the overall CP/GDP area. Where traffic impacts are less than 50 cars per hour per drive a traffic summary letter shall only be required). In addition, a TIA may be used to justify the cost share of on-site and off-site roads; and

- vi. The maximum allowable building coverage and maximum height by each component area.
 - e. Street design standards (if different from City standard streets), including general streetscaping and pedestrian and cycling realm concepts such as general sidewalk dimensions associated with respective street types and trail concepts; and
 - f. A landscape CP/GDP that includes: general layout for proposed landscaping including aspects of the public realm such as trees, streetscape treatments, front yards, and medians; proposals for required parking lot landscaping, screening, design concepts for all open spaces, lighting and any other information required by the City, all or a portion of which may be deferred to site plan.
- 6. The applicant may request that the PZ waive any of the foregoing requirements of the CP/GDP that are not applicable to the review of a specific development and defer them to the site plan approval stage.
- c. **Site Plan.** A site plan administratively approved by the City Manager or his/her designee shall be required before a plat can be submitted for all development. Applications for site plans shall be submitted only after PZ has approved a CP/GDP for that area incorporated by the site plan.
 - i. The City Manager or his/her designee shall make a decision on a site plan only after receiving a recommendation of City Staff.
 - ii. In addition to information required by City standards for site plans, an application for site plan approval shall include:
 - 1. Any specific standards for signage that provide a design palette addressing the location, lighting, colors and materials for all development oriented signage in the site plan (tenant specific signage may be deferred to certificate of occupancy). Any signage not permitted by City of Celina Code of Ordinances shall be permitted to file for meritorious exception, Sec. 3.07.010 and apply through the requirements stated in that section; and
 - 2. Specific parking layout, parking count, and parking lot landscaping.
 - iii. Provide building elevations including materials, configurations of all building elements such as roofs, walls, doors, windows, openings and other architectural features, and specify the materials and configurations permitted) for walls, roofs, openings and other elements.

1. The minimum and maximum building setbacks by Character Zone;
 2. Building design standards for the proposed development specifying the range of materials and building configurations using diagrams or imagery as necessary; and
 3. Development standards (from Section 6 below) not already provided in the CP/GDP, by Character Zone, on the site plan and/or in the form of a table where needed.
- d. **Minor Modifications.** The City Manager or his/her designee may approve modifications to the CP/GDP, site plan or any standards in the Planned Development after a consultation with City Staff based on unique site conditions, creative design approaches, changed market conditions and the overall development context at the time of the application. Those minor modifications shall be allowed as long as they do not:
- i. Conflict materially and substantially with already approved adjacent site plans or constructed development under this Planned Development;
 - ii. Change the area of a Character Zone by more than 30% in land area of the original Character Zone;
 - iii. Shift thoroughfares and/or collectors by more than 200 feet;
 - iv. Substantially change the circulation of the major street/trail network; and/or
 - v. Substantially reduce the amount open space or fail to replace in another location, and in no case fall below the 5% minimum required.
- e. **Major Modifications.** Any modification beyond the permitted minor modifications shall be considered by PZ after recommendation from the City Manager or his/her designee. A denial of that approval may be appealed to the City Council by the Applicant.
- f. **Amendments to Approved Plans or Development Standards.** The CP/GDP shall establish an overall vision for the proposed development within the framework of flexible design standards as established by the applicant in conjunctions with the PZ. Any amendments to the entire CP/GDP that are beyond minor modifications shall be considered a major change to an approved CP/GDP and shall be considered by the PZ after recommendation from the City Manager or his/her designee if consistent with the intent of the Planned Development. A denial of that approval may be appealed to the City Council by the Applicant.
- g. **Appeals to Administrative Decision.** All other appeals of administrative decisions by the City Manager or his/her designee on the Site Plan or Minor Modifications shall be heard by the City Council with recommendation from the Planning and Zoning Commission.

4. ***Establishing District Standards.***

a. General.

- i. Application of the Character Zones within the CP/GDP shall adhere to the following requirements:
 1. Any single character zone can be used entirely within a CP/GDP.
 2. If a Neighborhood Zone is used in conjunction with Industrial/Manufacturing or Commercial Mixed-Use zones, the Transition Zone shall be used to buffer the Neighborhood Zone.
 3. Generally, if the PD is adjacent to existing or planned Single-Family land uses (except in Corridor Overlay Areas), Industrial/Manufacturing or Commercial Mixed-Use zones shall be placed no closer than 200 feet from the single-family use property line, with Transition and/or Neighborhood zones being used within that area.



4. The minimum area of land allocated towards multifamily uses shall be 25 acres.
5. In the case that the Industrial/Manufacturing or Commercial Mixed-Use zones are within a Corridor Overlay Area (Preston Road) the zones shall be separated by a public street or alley, with transition standards for the development applicable to the height and mass of the development, see Section 7 d. *Single-Family Transition Standards*.
- ii. Pedestrian Oriented Streets are used within the CP/GDP to achieve a higher level of pedestrian activity and connectivity. The amount of the required Pedestrian

Oriented Streets in any one CP/GDP is determined by the character zone, within the Development Standards Table in Section 6 below.

iii. Pedestrian Oriented Streets include design considerations as follows:

1. Limiting use of curb cuts along the Pedestrian Oriented Street;
2. Planting street trees between the curb and the sidewalk, or within tree wells in the sidewalk area;
3. Include the use of traffic calming designs (narrowing of pavement section, striping, elevated crosswalks, etc.);
4. Adhering to the setback range according to the Development Standards; and
5. Utilizing shading devices along the non-residential or mixed-use building frontage, such as porches, awnings, pergolas and other similar shade devices.

iv. Open space along a street shall count towards Pedestrian Oriented Street requirement.

- b. Commercial Mixed-Use. Intended to be used for commercial uses and mixed-use developments for urban, semi-urban or suburban developments. Generally, this character zone should be used within a Corridor Overlay Area and within areas intended for placemaking or neighborhood centers.
- c. Transition. Intended to have a mix of neighborhood services, small office and variety of housing types to appropriately transition neighborhood residential to commercial and industrial/manufacturing zones.
- d. Neighborhood. Primarily residential with variety types and sizes of lots.
- e. Industrial/Light Manufacturing. Primarily employment with neighborhood services.
- f. Corridor Overlay Areas along Preston Road. The following standards shall apply within 200 feet of Preston Road.
 - i. Single Family with lots greater than 30 feet in width shall not be permitted within the Corridor Overlay Areas.
 - ii. Single Family 30 feet or less in width shall be permitted within the Preston Road Corridor Overlay Area.

- iii. Single Family Townhouse (Attached) residential shall be permitted within the Preston Road Corridor Overlay Area.
- iv. Multi Family – Minimum 4 stories with surface parking: shall be permitted within the Preston Road Corridor Overlay Area.
- v. Multifamily – Minimum 3 stories with surface parking shall be allowed within the Preston Road Corridor Overlay Area.
- vi. Transition from existing single family within the Preston Road Corridor Overlay Area shall be provided through the use of a street or alley, while following the Section 7 d. *Existing Single-Family Transition Standards*.

5. Schedule of Uses

- a. The following Uses Shall be Permitted by Right (unless otherwise indicated as conditional) by Character Zone as established by the CP/GDP:

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
RESIDENTIAL				
Accessory building/structure (residential)			P	
Accessory building/structure (non-residential)	P	P	P	P
Accessory dwelling ¹		P	P	
Caretaker's/guard's residence	C	C	C	C
Community home		P	P	
Duplex/two-family				
Dwelling unit aboveground floor business	P	P	P	
Family home adult care		C	C	
Family home child care		C	C	
Four-family (quadraplex, stacked residential within one structure)	P	P	P	
Home occupation	P	P	P	
Living quarters on-site with a business	C	C	C	C

¹ Accessory dwelling for this PD is intended to be permitted as an additional dwelling unit above or to the side of a detached garage, or may also be attached or detached individually to the primary residence on the site. There is no lot size minimum for inclusion of an accessory dwelling within this PD.

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Multifamily	P	P		
Private street subdivision		C	C	
Rooming/boarding house	C			
Single-family detached		P	P	
Single-family industrialized home				
Single-family townhouse (attached)		P	P	
Single-family zero lot line/patio homes		P	P	
Three-family (triplex)		P	P	
OFFICE				
Armed services recruiting center	P	P		P
Bank/credit unions	P	P		P
Credit agency	P	P		P
Insurance agency offices	P	P		P
Offices (brokerage services)	P	P		P
Offices (health services)	P			P
Offices (legal services)	P	P		P
Offices (medical office)	P			P
Offices (professional and general business)	P	P		P
Real estate offices	P	P		P
Savings and Loan	P			P
Security monitoring company (no outside storage)	P			P
Telemarketing agency	P			P
PERSONAL & BUSINESS SERVICES				
Ambulance service (private)	C			P
Appliance repair	C			P
Artist studio	P	P	C	P
Automatic teller machines (ATM's; maximum 2 in any one location)	P	P		P
Automobile driving school	C			P
Barber shop (non-college)	P	P		P
Beauty shop (non-college)	P	P		P
Bed & breakfast inn	P	C	C	P
Communication equipment (no outdoor sales or storage)	P	P		P
Computer sales	P	P		P
Dance/drama/music schools (performing arts)	P	P		P
Extended stay hotels (residence hotels)	P			P

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Exterminator service (no outdoor sales or storage)	C			P
Financial services (advice/invest)	P	P		P
Funeral home with crematorium				C
Funeral home without crematorium	P			P
Hotel	P			P
Kiosk (providing a service as a permanent structure and within a publicly accessible open space or retail area; must be in addition to a primary structure and may not be placed within 200 feet of public street right-of-way)	P	C		P
Laundry/dry cleaning (drop off/pick up)	P	P		P
Locksmith	P	P		P
Martial arts school	P	P		P
Media production studio	P	P		P
Mini-warehouse/self storage	C			P
Photocopying/duplicating	P	P		P
Photography studio	P	P		P
Plant nursery (grown for commercial purposes)	P			P
Security quarters as associated with a business (live-in)	C	C		C
Sexually oriented business				
Seasonal business	P			P
Shoe repair	P	P		P
Studio for radio or television (without tower)	P			P
Tailor shop	P	P		P
Telephone/cable exchange	P			P
Temporary business	P	P		P
Tool rental (indoor storage)	P			P
Tool rental (outdoor storage)	C			P
Travel agency	P	P		P
RETAIL				
All terrain vehicle dealer/sales or service	C			P
Antique sale	P	P		P
Any retail use with a drive through	P			P
Art dealer/gallery	P	P		P
Auto supply store for new & rebuilt parts (no auto repair)	P			P
Bakery (retail)	P	P		P
Bike sales and/or repair	P	P		P

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Book store	P	P		P
Building material sales/lumber	C			P
Cabinet shop (manufacturing)				P
Cafeteria	P			P
Check cashing service				
Clothing & accessories (new)	P			P
Confectionery store (retail)	P			P
Consignment shop	P			P
Convenience store	P			P
Convenience store (with gas sales)	P			P
Department store	P			P
Drapery shop/blind shop	P			P
Florist	P	P		P
Food or grocery store	P			P
Food Truck Park (providing semi-permanent or occasional food truck parking within a property with required hookups for proper drainage and other services)	C	C		C
Furniture sales (indoor)	P			P
Garden shop (inside storage)	P			P
Gift/toy shop	P			P
Gravestone/tombstone sales				P
Handicraft/artisans shop	P	P		P
Hardware store	P			P
Home improvement center	P			P
Jewelry store	P	P		P
Lawnmower sales and/or repair	P			P
Major appliance sales (indoor)	P			P
Market (public)	C	C	C	C
Motorcycle dealer (new and/or repair; no outdoor storage)	P			P
Needlework shop	P	P		P
Personal services	P	P		P
Personal watercraft sales (new and/or repair; no outdoor storage)	P			P
Pet care facility (indoor)	P	P		P
Pet shop/supplies	P	P		P
Pharmacy	P	P		P
Plant nursery (retail sales outdoors)	P			P

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Recycling kiosk				
Restaurant	P	P		P
Restaurant (drive-in service)	P			P
Restaurant (with drive-through service)	P			P
Security systems installation company	P			P
Silk screen printing/tee shirt shop	P			P
Sporting goods	P			P
Stamps, coin, & other collectables	P			P
Temporary outdoor retail sales/commercial promotion	P	P		P
Upholstery shop (non-auto)	P			P
Used merchandise; furniture, antique shop store	P			P
Vacuum cleaner sales and repair	P			P
Veterinarian (indoor kennels)	P			P
Veterinarian (outdoor kennels)				P
Woodworking shop (ornamental)	P	P		P
TRANSPORTATION & AUTO SERVICES				
Auto body repair				P
Auto dealer (primarily new)	C			C
Auto financing & leasing (indoor; max 250 cars)	P	P		P
Auto glass repair/tinting	C			P
Auto interior shop/upholstery	C			P
Auto laundry or carwash (attended)	C			P
Auto laundry or carwash (unattended)	C			P
Auto muffler shop	C			P
Auto paint shop	C			P
Auto repair (major)	C			P
Auto repair (minor)	C			P
Auto repair as an associated use to retail sales	C			P
Auto tire repair/sales (indoor)	P			P
Auto wrecker service				P
Automobile accessory installation (minor)	C			P
Full service carwash (detail shop)	C			P
Limousine/taxi service	C			P
Parking lot structure, commercial (auto)	P	P		P
Quick lube/oil change/minor inspection	P			P

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Rental car/sales	P			P
Tire dealer, with open storage	C			P
Tire dealer, without open storage	P			P
AMUSEMENT & RECREATION SERVICES				
Amusement devices/arcade (4 or more devices)	P			P
Amusement park	C			C
Amusement ride	C			C
Amusement services (indoors)	P			P
Amusement services (outdoors)	C			P
Billiard/pool facility (three or more tables)	P			P
Bingo facility	P			P
Bowling center	P			P
Broadcast station (with tower)				C
Carnival	C			C
Country club (private)	P	P	C	P
Dance hall/dancing facility	P			P
Day camp for children	P	P		P
Dinner theatre	P	P		P
Exhibition hall	P	P		P
Fair ground/exhibition area	C	C	C	C
Golf course (miniature)	P			P
Golf course (public/private)	P	C	C	P
Health club (physical fitness)	P	P		P
Indoor sports facility	P	P		P
Motion picture studio, commercial film	P	P		P
Motion picture theater (indoors)	P			P
Museum	P	P	P	P
Park and/or playground	P	P	P	P
Rodeo grounds				C
Skating rink	P			P
Temporary amusement rides (additional zoning requirements for temporary uses)	P	P	P	P
Tennis court (lighted)	P	P	P	P
Theater (non-motion picture)	P	P		P
Travel trailers/R.V.'s (short term stays)				P
Video rental/sales	P	P		P

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
INSTITUTIONAL & GOVERNMENTAL				
Antenna (commercial)	Sec. 14.04.003			
Antenna (noncommercial)	P	P	P	P
Assisted living facility	P	P	C	C
Broadcast towers (commercial)	Sec. 14.04.003			
Cellular/wireless communications tower	Sec. 14.04.003			
Child day care (business)	P	P	C	C
Church/place of worship	P	P	P	P
Civic club	P	P		P
Clinic or office (medical)	P	P		P
Community center (municipal)	P	P	P	P
Electrical generating plant				C
Electrical substation				C
Emergency care clinic	P	C		P
Fire station	P	P	P	P
Franchised private utility	P	P	P	P
Fraternal organization	P	C		P
Governmental building (municipal, state or federal)	P	P	P	P
Group day care home	P	C	C	P
Heliport				C
Helistop	C			C
Hospice	P			P
Hospital (acute care/chronic care)	C	C	C	P
Landfill				C
Library (public)	P	P	P	P
Mailing service (private)	P	P		P
Non-profit activities by church	P	P	P	P
Nursing/convalescent home	P	P		P
Orphanage				
Philanthropic organization	P	P		P
Post office (governmental)	P	P	P	P
Radio/Television Tower (Commercial)	C			C
Rectory/parsonage	P	P	P	P
Rehabilitation care institutions	P	C		P
Retirement home/home for the aged	P	P	P	P

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
School, business/commercial trade	P	P		P
School, driving/defensive driving	P	P		P
School, K through 12 (private)	P	P	P	P
School, K through 12 (public)	P	P	P	P
Senior center	P	P	P	P
Telephone and exchange, switching or relay station	P	P		P
Wastewater treatment plant (public)	C	C	C	C
Water treatment plant (public)	P	P	P	P
COMMERCIAL & WHOLESALE TRADE				
Book binding	P	P		P
Dry cleaning plant				P
Feed & grain store	C			C
Food processing				P
Furniture craftsman (artisan)	P	P		P
Furniture manufacture	C	C		P
Heating & air-conditioning sales/services	P			P
Manufactured home sales				C
Pawn shop	P			P
Propane Refill	C			P
Propane Exchange	P			P
Recycling center				
Taxidermist				P
Transfer station (refuse/pickup)				P
Veterinarian (outdoor kennels or pens)				P
Warehouse/office warehouse	C			P
Welding shop	P	P		P
Winery	C	C		C
LIGHT MANUFACTURING				
Commercial irrigation well	P	P	P	P
Concrete or asphalt batching plant (temporary)	C	C	C	C
Concrete or asphalt batching plant (permanent)				C
Contractor's office/sales (no outside storage)	C	C	C	C
Contractor's temporary on-site construction office	C	C	C	C
Electronic assembly	C			P
Engine motor manufacturing/re-manufacturing				P

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Heavy manufacturing				C
Laboratory equipment manufacturing	C			P
Light manufacturing				P
Machine shop	C			P
Maintenance & repair service for buildings	C			P
Micro brewery/sales and consumption (on-site mfg.) with distribution	C			P
Micro brewery/sales and consumption (on-site mfg.) without distribution	P	P		P
Mining/drilling				P
Open storage/outside storage	C	C		C
Plumbing shop				P
Research lab (non-hazardous)	C	C		P
Recycling center				
Sand/gravel sales (storage)				C
Sign manufacturing	P			P
Stone/clay/glass manufacturing				C

- b.** Conditional Uses. Conditional uses shall be processed in accordance with article 14.03, division 2. Notifications for conditional uses shall be done for properties within 200 feet of subject property.

6. Character Zones and Development Standards.

- a.** All standards marked “flexible” shall be defined during the CP/GDP submittal.

PD Development Standards Table				
Character Zone	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
1. Building and Site Standards				
a. Principal Building Height*	No maximum	5 stories or 65 feet	3 stories or 45 feet	No maximum
* Building height shall be measured in number of stories. Habitable attics and mezzanines shall be excluded from the height calculation as long as they do not exceed 50% of the floor area of a typical floor in the same building. Heights shall be measured to the top of parapet or to the eaves of a pitched roof.				
b. Setbacks (max. and min.)**	Note about measuring setbacks: In cases where the ROW is established at or behind the curb line of streets, setbacks shall be measured from the edge of the pedestrian easement or streetscape zone or utility easement closest to the building face along that street.			
Front – Pedestrian Oriented Streets	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'

PD Development Standards Table

PD Development Standards Table				
Character Zone	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
Development Standard				
Front – Corridors (Preston Road)	Min. setback = 20'; Max. setback = flexible	Min. setback = 20'; Max. setback = flexible	Min. setback = 20'; Max. setback = flexible	Min. setback = 20'; Max. setback = flexible
Front – General Streets	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible
Side	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible
Rear	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible
**Minimum and/or maximum setback standards shall be proposed by the applicant for each character zone based on the above criteria and Development Standards established in this PD. All buildings shall be required to meet Fire Code and International Building Code as adopted by City of Celina.				
**Specific standards for curvilinear streets may be proposed.				
^ Maximum setbacks along pedestrian oriented streets that are along improved public space (park, plaza or other civic feature) between the street/sidewalk and building face may exceed the standards established in this table by the total width of the open space.				
c. Minimum Building Frontage ^e				
Pedestrian Oriented Frontage	60%	50%	30%	Flexible
All other Frontages	None required	None required	None required	None required
*Corner building facades at street intersections shall be built within the setback range for a minimum of 30' from the corner along both streets or the width of the corner lot, whichever is less. This standard shall apply to any street intersection with a Pedestrian Oriented Street designation (even if the cross street has a General Frontage designation).				
d. Accessory buildings	Permitted	Permitted	Permitted	Permitted
Standards for accessory buildings, structures and dwellings shall be provided by the applicant. The standards shall result in these accessory uses being smaller in size and scale to the principal building. Accessory building should be a necessary component to the primary use.				
e. Principal building orientation	Buildings shall be oriented to a Pedestrian Oriented frontage or toward another focal point such as open space or environmental feature. If neither is available, buildings shall orient towards other street.			
f. Building façade & architectural design standards	The applicant shall propose appropriate building façade and architectural design standards for all the character zones in the development with the application for CP/GDP. They shall be based on the criteria established in this PD.			
2. Block and Lot Standards				
a. Block Type	Regular (square or rectangular) Irregular blocks may be permitted only if natural topography, existing roadways, and/or vegetation prevents a rectilinear grid			
b. Block Perimeter (edge of a block may be created by public or private street, green space, or easement)*	Max. block perimeter = 3,500' (Block perimeter maximum can be exceeded with either public or private roads that create interconnected access within parking areas and/or safe pedestrian connections accessing through the larger block)	Max. block perimeter = 3,000'	Max. block perimeter = 3,000'	Max. block perimeter = Flexible
* A private street or private drive is a street built to subdivision standards but is not dedicated as right-of-way and maintained by private developer, organization or association.				
c. Pedestrian Oriented Development Frontage (Frontages along open spaces shall be considered Pedestrian Oriented development frontage) ^{ff}	Minimum of 20% of all new block frontages to be designated as Pedestrian Oriented Development Frontage	Minimum of 10% of all new block frontages to be designated as Pedestrian Oriented Development Frontage	Not Applicable	Not Applicable
d. Lot Area	No minimum or maximum	1000 sq. ft. minimum	1000 sq. ft. minimum	No minimum or maximum
e. Lot Width	No minimum or maximum	20' width minimum	20' width minimum	No minimum or maximum
f. Minimum Lot Size/Type Mix. Required	None	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 50%)	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 30%)	None

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
		of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater	of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater	
g. Maximum Lot Coverage	95%	90%	80%	95%
3. Street Design Standards				
These standards shall apply to all new streets, public and private, located in the Planned Development including street established by the City's Master Thoroughfare Plan where feasible. Streets shall provide a safe and inviting walking environment through an interconnected network of roads with sidewalks, street trees, street furniture, and amenities. Cul-de-sacs shall be limited to locations (1) where the lot pattern is not capable of efficient design otherwise or (2) with natural features such as topography or stream corridors that prevent a street connection. Development shall comply with the City of Celina Engineering Design Standards and Standard Details. In the absence of design standard alternative, standards such as the <i>ITE Manual for Designing Walkable Urban Thoroughfares</i> and/or <i>NACTO's Urban Street Guide and Bicycle Guide</i> may be utilized as permitted upon approval of the City Manager, or his/her designee. Bicycle facility widths may be modified based on the City's adopted Master Thoroughfare Plan standards.				
a. On-street Parking (along all internal streets except alleys) • Parallel	Permitted	Permitted	Permitted	Permitted
• Angled (head-in or reverse angled).	Permitted	Permitted	Permitted	Permitted
• Head in perpendicular	Not permitted (unless special condition)	Not permitted	Not permitted	Permitted
b. Parking lane width max. • Parallel • Angled • Head in	8 feet 18-20 feet 9-10 feet	8 feet 18-20 feet	8 feet 18-20 feet	8 feet 18-20 feet 9-10 feet
c. Alleys ² permitted according to City of Celina Engineering Design Standards	Permitted Maximum 20' paved width (except if being used as fire lane)	Permitted Maximum 16' paved width (except if being used as fire lane)	Permitted Maximum 16' paved width (except if being used as fire lane)	Permitted Maximum 20' paved width (except if being used as fire lane)
4. Streetscape Standards				
a. Sidewalks/Trails/Walkways	6 feet (minimum)	5 feet (minimum)	4 feet (minimum)	4 feet (minimum)
b. Street trees	Required	Required	Required unless using a tree in front yard	Permitted
The applicant shall submit a proposed street tree planting plan, including a tree palette and spacing as a part of the Landscape Concept Plan, which shall be reviewed as part of the CP/GDP or may be deferred to Site Plan.				
5. Open Space Standards				
a. Open Space*	Required Squares, greens and plazas	Required Squares, greens, playgrounds, parks and plazas	Required Playgrounds, parks and greens	Not Applicable
*Overall open space allocations in the PD shall be a minimum of 10% of the gross area of the entire site included in the CP/GDP and shall be distributed appropriately between the character zones. Up to 50% of stormwater detention or retention, or preserved and enhanced floodplain (when incorporating passive or active recreation (i.e. trails, ball fields, etc.) shall be counted towards the open space requirement within the CP/GDP.				
6. Parking & Screening Standards				
a. Off-street parking minimum*	Non-residential: 1 per 300 sq. ft. (gross interior space) Industrial/Commercial: 1 per 500 sq. ft. (gross interior space, excluding warehouse/storage areas) Multi-Family: 1.5 spaces per unit Single-Family residential with lots 40 feet or less in width: 2 spaces per unit on-site and in a garage** Single-Family residential with lots greater than 40 feet in width: 2 garage spaces plus two additional on-site parking spaces Lodging: .5 spaces per room			
* City manager or designee may modify parking standards based on a shared parking plan or alternative comprehensive parking plan submitted by Applicant.				
** Lots 50 feet in width or less shall have garage access from the side (for corner lots) or from an alley or common/shared driveway at the rear of the lot.				

² Alleys in accordance with the City of Celina Standard Details shall be required for all residential development with lots 50 feet or less in width.

PD Development Standards Table				
Character Zone	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
Development Standard				
b. Off-street loading	Encouraged to be placed along an alley or parking area and not be placed along Pedestrian Oriented Streets. Screening required if along a street.			
c. Screening	Required for non-residential uses			
1. Trash/recycling receptacles	Flexible for residential uses (along alleys if alleys are provided)			
2. Other utility equipment	See section 7 neighborhood and building design standards			
3. Loading spaces	Screening required for non-residential uses.			
4. Surface parking areas	Required/Flexible (City standard or applicant may propose alternative screening standards at the time of CP/GDP.)			
7. Landscape and Streetscape				
a. Landscaping [#]				
1. Landscape/Fencing buffer between surface parking and sidewalks/trails and streets (except alleys)	Required only for non-residential uses Landscaping shall be permitted to use fountains, outdoor speakers, and special lighting in gathering spaces, plazas and other public spaces.			
2. Parking lot minimum interior landscaping	Parking islands shall be landscaped and shall include at least one tree in each island that is 5 feet wide or greater or grouping of shrubs and seasonal flowers for areas less than 5 feet wide. Landscaped edges along parking lots shall be landscaped to include trees and shrubs.			
[#] The applicant shall provide a landscape concept plan with the CP/GDP application that identifies landscape themes and general design approach addressing street tree planting, streetscape treatments, any required screening, parking lot landscaping, and landscaping proposed in all the identified open space areas. Information provided at the CP/GDP phase may be schematic meeting the design intent of the proposed development. All or portions of the Landscape Plan may be deferred until Site Plan as elected by Applicant.				
b. Lighting	Required			
1. Street Lighting	1. Lighting shall be provided per the City of Celina Engineering Design Standards and Standard Details.			
2. Building entrances	2. Street lighting:			
3. Parking areas, trails, and streets	a. Pedestrian oriented lighting shall be no taller than 16 feet high and shall be spaced on an average of 50 feet on center, coordinated with street trees.			
	3. Building/Unit Entrances: Shall have a minimum of one sconce or lighting device placed adjacent to the doorway.			
	4. Parking Areas: Shall be lit according to City Standards.			
	5. Trails and Sidewalks: In the absence of vehicular oriented lighting, pedestrian oriented lighting shall be used for appropriate lighting of the pedestrian facilities.			

7. Neighborhood and Building Design Standards

a. General Layout Standards.

- i. The CP/GDP shall contain a network of connected streets and walkways that provide a variety of routes and disperse traffic. Streets shall be designed to create a pleasant walking environment with on-street parking and shading treatments where feasible.
- ii. The lots and a variety of buildings shall form a cohesive neighborhood pattern that allows streets to function as civic spaces.
- iii. Driveway sizes and locations shall minimize the impact of the automobile on the public realm.

b. Building Façade.

- i. The minimum ground floor height as measured from the finished sidewalk to the second floor for all vertical mixed-use, commercial and live-work buildings shall be 12 feet. The minimum finished floor height for all upper floors of vertical mixed-use, commercial and live-work buildings shall be 10 feet. The minimum floor to floor height for all other buildings shall be 10 feet.
- ii. All development shall provide ground floor windows on the building façade facing and adjacent to a street (with the exception of alleys) or facing onto an open space.
- iii. The minimum required area of windows and doors on the ground floor for non-residential and vertical mixed-use along pedestrian oriented streets and open space is 60% of the ground floor façade area. Uses requiring special security requirements (banks, jewelry stores or other similar uses) are exempt from this requirement.
- iv. The required area of windows and doors on the ground floor for all other uses and streets is 30% of the ground floor area.
- v. The required area of windows and doors on the upper floors for all uses is 20% of the upper façade area.
- vi. Unless a special security condition, darkly tinted windows and mirrored windows that block two-way visibility shall not be permitted along pedestrian oriented streets.
- vii. Architectural Design and Materials shall ensure that the development and its buildings are of enduring and exemplary quality and design.

c. Building Materials

i. Commercial, Mixed-Use, Non-Residential and Multi-Family Buildings

- 1. At least 80% of each building's façade (excluding doors and windows) along all streets shall be finished in one of the following materials:
 - a. Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, curtain glass, or glass block)
- 2. No more than 20% of each façade along all streets shall use accent materials such as wood, architect metal panel, split-face concrete block, tile, or pre-cast concrete panels.
- 3. EIFS may only be used 8 feet above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.

4. For Multi-Family, EIFS shall only be used for trim above the first floor.
5. Cementitious-fiber clapboard (not sheet) may only be used on the upper floors only of any commercial frontage on any street or alley façade and shall be limited to no more than 20% along Pedestrian Oriented Streets.
6. Roofing materials visible from any public right-of-way shall be copper, factory finished standing seam metal, slate, synthetic slate, 20-year warrantee composite shingle or materials of comparative durability and lifecycle.

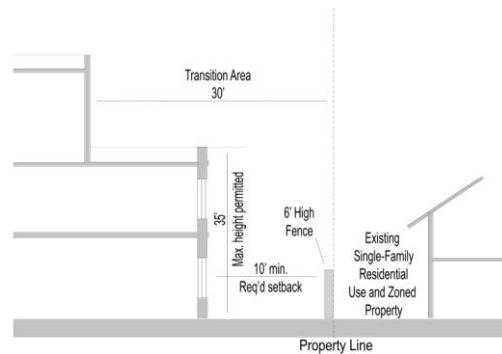
ii. Single-Family Buildings

1. Any street facing façade(s) shall be 100% masonry (excluding windows and doors). A minimum of 75% of all other building facades (excluding doors and windows) shall be finished in one or more of the following materials:
 - a. Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, or glass block)
 - b. Above the eave line, wood or cementitious fiber clapboard (not sheet) may be used to frame façade elements that rise above the roofline (i.e. chimneys, dormers, etc.)
2. No more than 25% of all building facades shall use accent materials such as cementitious-fiber clapboard (not sheet), wood, or architectural metal panel.
3. When building in a traditional single-family architectural style reminiscent of historic Celina homes (i.e. craftsman style), an alternative material palette may be requested with approval by City Staff prior to building permit. Appeals to denial decision shall be considered by PZ and City Council.
4. Roofing materials visible from any public right-of-way shall be copper, factory finished standing seam metal, slate, synthetic slate, 20-year warrantee composite shingle or materials of comparative durability and lifecycle.
5. Roof pitches on single family shall be one of the following:
 - a. Flat or semi-pitched (less than 2% slope) and completely framed by a parapet at least 2 feet in height.
 - b. Other pitched roof types with a minimum 6:12 slope.

- c. Attached porch roof pitches shall be a minimum of 3:12.
- d. Other pitches, such as shed roofs, that are desired and established as a traditional architectural style may be submitted for consideration by PZ prior to building permit.

d. Existing Single-Family Transition Standards

- i. The following transition standards shall apply to all new building construction and all upper story additions to existing buildings located adjacent to any existing single-family detached uses and property zoned SFD. This requirement shall NOT apply if an alley or other similar right-of-way separates the subject lot and the existing single-family detached uses.



1. Transition Area shall be 30 feet minimum.
 2. Building Height at and/or within the Transition area shall be 35 feet maximum.
 3. Required side or rear setback shall be 10 feet minimum or match the side or rear setback in the adjacent subdivision with a maximum of 15 feet.
- ii. A Residential Transition Area fence (minimum 6 feet and maximum 8 feet high) shall be required when adjacent to any existing single-family detached residential uses and shall be optional for all other adjacencies. The required fence shall be constructed of masonry or block matching or compatible to the primary building masonry material or a common community masonry material. A 6-foot wide landscape buffer with evergreen shrubs planted at 3' on center and 6' min. in height at maturity shall also be required to be planted within the landscape buffer parallel to the subject single-family residential use property line.

- iii. It is the responsibility of the development to construct and maintain the fence and landscape when constructed as part of the development adjacent to existing single-family detached residential uses.

e. Design of Parking Structures

- i. To the extent possible, the amount of street frontage devoted to a parking structure shall be minimized by placing the shortest dimension(s) of the parking structure along the street edge(s).
- ii. Where above ground structured parking is located at the perimeter of a building with street frontage, it shall be screened in such a way that cars on all parking levels are appropriately screened from view. Architectural screens shall be used to articulate the façade, hide parked vehicles, and shield lighting. Parking garage ramps shall not be visible from any street.



Illustrative Examples of Parking Garage Screening

- iii. Garage parking in a multi-story building shall be behind storefronts or residential units facing any street frontage in order to substantially inhibit and shield views of the garage from adjacent streets.
- iv. Ground floor façade treatment (building materials, windows, and architectural detailing) shall be continued to the second floor of a parking structure along all streets.



Images showing required façade treatment of parking garages along streets

- v. When parking structures are located at street intersections, corner emphasizing elements (such as towers, pedestrian entrances, signage, glazing, etc.) shall be incorporated.
- vi. Parking structures and adjacent sidewalks shall be designed so pedestrians and bicyclists are clearly visible (through sight distance clearance, signage, and other warning signs) to entering and exiting automobiles.



Images showing appropriate design of Parking Structures

f. Screening of Parking and Equipment

- i. Street screen required. Any frontage along pedestrian oriented streets or open space with surface parking within the setback range shall be defined by a 3-foot high street screen. Furthermore, along all streets (except alleys), service areas shall be screened in such a manner that the service area shall not be visible to a person standing on the property line on the far side of the adjoining street. Required street screens shall be of one of the following:
 - 1. The same building material as the principal structure on the lot; or
 - 2. A vegetative screen composed of shrubs planted to be opaque at maturity; or
 - 3. A combination of the two.
- ii. The required street screen shall be located at the minimum setback line along the corresponding frontage.
- iii. Street screens cannot block any required sight triangles along a cross street or driveway.

- iv. Street screens may include breaks to provide pedestrian access from any surface parking or service area to the public sidewalk.

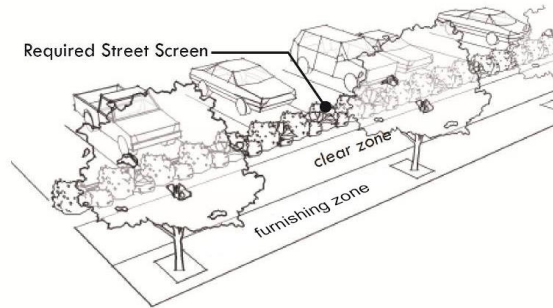


Illustration showing required street screen along all pedestrian oriented street and open space frontages without a building within the setback range

- v. Screening of roof mounted equipment. All roof mounted mechanical equipment (except solar panels) shall be screened from view of a person standing on the property line on the far side of the adjoining street. The screening material used shall be the same as the primary exterior building material used.

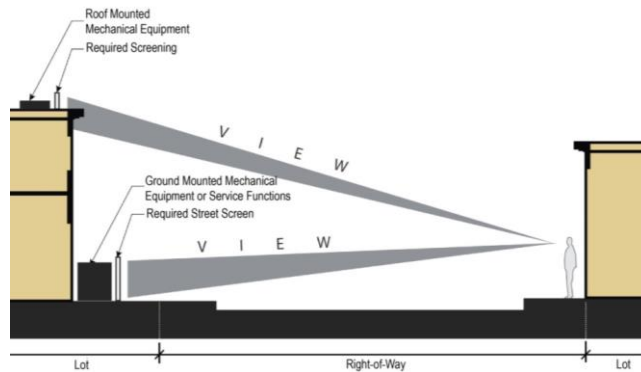


Illustration showing required screening of roof and ground mounted equipment



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Dev Services
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Old Celina Ltd. Group 4 Zoning Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 308.051 acre tract of land (and half of the rights-of-way adjacent to that tract) situated the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas and generally located east of Preston Road, south of FM 455, north of Sunset Boulevard, and west of CR 90; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-78, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, I-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 4 Rezoning) (Liebman)

Background Information:

Group 4 is comprised of Tracts 24, 26 and 28. The property is zoned as several zoning districts, including SF-10, Single Family Residential zoning district, 2F, Two Family zoning district (duplex), C-1, Retail zoning district, and AG, Agricultural zoning district. Other tracts of land, currently in Celina's Extraterritorial Jurisdiction (ETJ), are in the process of being annexed into the City with an anticipated ordinance adoption date of December 13, 2016. At that point, the total acreage of the area to be rezoned will be approximately 308.051 acres, plus half the rights-of-way adjacent to the tract. Group 4 is generally located east of Preston Road, south of FM 455, north of Sunset Boulevard, and west of CR 90.

The Comprehensive Plan designates this area as *Suburban Moderate-High Residential*. This designation encompasses the majority of the land area outside the City's commercial core and accommodates a range of housing types including single family detached and attached dwellings. Supporting office, retail, commercial and entertainment are considered acceptable uses. The non-residential uses are intended to support a much larger area than the immediate neighborhood and will be generally located at intersections.

This area of Celina is likely to see residential growth in the future with commercial growth nearer to (but set back 200 feet from) Preston Road. The future alignment of Ousley Boulevard, shown on the Thoroughfare Plan as a six-lane major arterial, will provide an east/west connection to Celina's downtown and continue east to the city limits. Sunset Boulevard, planned as east/west four-lane minor arterial, will define the southern boundary of this area with Preston Road forming the western boundary.

Requested Zoning for all Groups:

The applicant is proposing a planned development with the base zoning designations of MU-2, Regional Mixed-Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. The property uses are a mix of traditional zoning with form-based zoning and will include the following Character Zones, which are defined below. The development standards for each Group will be identical.

- Neighborhood,
- Transition,
- Commercial/Mixed Use, and
- Industrial/Light Manufacturing.

Descriptions of Character Zones:

The “Neighborhood Zone” generally allows single family residential uses and townhomes, but no multiple-family development. Limited retail/office development, such as senior living facilities, government buildings (e.g. post offices), churches, daycare facilities and other service-oriented commercial uses are also allowed. The single family development in each Neighborhood Zone shall be comprised of a minimum of three (3) housing types. These types have been defined as follows:

	Transition Zone	Neighborhood Zone
a. Lot Area	1000 sq. ft. minimum	1000 sq. ft. minimum
b. Lot Width	20’ width minimum	20’ width minimum
c. Minimum Lot Size/Type Mix. Required	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48’ or less in width (maximum of 50% of lots within CP/GDP) 2. 49’-59’ 3. 59’-69’ 4. 69’ or greater	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48’ or less in width (maximum of 30% of lots within CP/GDP) 2. 49’-59’ 3. 59’-69’ 4. 69’ or greater

Exterior materials for single family structures are proposed to be a minimum of 75 percent (75%) masonry on elevations not facing a public street and 100 percent (100%) for facades facing a public street. Masonry is defined as brick, stone, three-step stucco (this process involves three separate applications of cementitious product), rock, marble, granite, or glass block. Cementitious clapboard (also known as Hardiboard® - however, cementitious panels are not allowed) is permitted above the eave line and may be used to frame façade elements that rise above the roofline. The maximum height of any structure within the Neighborhood Zone is three (3) stories or forty-five (45) feet. A masonry fence, minimum six feet and maximum eight feet in height, shall be provided between single family uses and any Transition Zone. In addition, a six (6) foot wide landscape buffer with evergreen shrubs shall be provided parallel to the single family uses.

The “Transition Zone” is intended to have a mix of neighborhood services, small office and other service-oriented uses, such as banks, offices, laundries, travel agencies, florists and government buildings, as well as those uses listed above in the Neighborhood Zone. No multiple-family developments are allowed within the Transition Zone. In addition, no restaurants or large-scaled retail stores (such as a home

improvement center or big box store) are allowed in the Transition Zone. The maximum height of any structure within the Transition Zone is five (5) stories or sixty-five (65) feet. Residential development within the Transition Zone will require a minimum of two (2) lot types, as yet undefined in terms of lot size. In addition, non-residential buildings constructed in the Transition Zone must be set back from single family residential development a minimum of thirty (30) horizontal feet. The maximum lot coverage in the Transition Zone is ninety percent (90%).

The “Commercial/Mixed Use Zone” excludes single family residential and townhome uses and is intended to be used for commercial uses and vertical mixed-use developments for urban, semi-urban and suburban developments. This Zone allows virtually all non-residential uses allowed by right in the MU-2, Regional Mixed Use zoning district. Certain land uses, such as mini-warehouse/storage, hospitals, and temporary batch plants would require a Conditional Use Permit (CUP) in addition to the base zoning. Both the Commercial/Mixed Use Zone and the Transition Zone are designed for true vertically mixed-use development, with pedestrian-oriented frontage. Within these zones, the buildings will require a minimum of eighty percent (80%) masonry on all pedestrian-oriented street facades, Celina Parkway and Preston Road. No more than twenty percent (20%) of these facades may use wood, architectural metal, split-faced concrete, tile or pre-cast concrete panels. On facades other than those listed above, the masonry mix shall be seventy/thirty percent (70%/30%) mix. In addition, any multiple family development shall provide the 70%/30% masonry/non-masonry mix on all facades. There is no maximum height of any structure within the Commercial/Mixed Use Zone. Parking structures are allowed in all zones except the Neighborhood Zone and shall be designed so that they resemble the adjacent buildings as much as possible, with shorter dimension along the street edges.

The “Industrial/Light Manufacturing Zone” is primarily employment centers with neighborhood services. This zone would allow land uses that should be located away from single family residential and other residential districts, typically found in the L-1, Light Industrial schedule of uses. Any outdoor storage in this Zone would require a CUP. There is no maximum height of any structure within the Industrial/Light Manufacturing Zone.

Approval of Future Plans:

Concept plans for the Planned Development were not provided as part of the rezoning request. Approval of concept plans following zoning is proposed as a two-step process. The first step is review and consideration of the specific Concept Plans by the Planning & Zoning Commission. The Planning and Zoning Commission would be the final decision maker for the Concept Plans (i.e. no City Council review). Any Concept Plan submitted for review shall be a minimum of sixty (60) acres, but may include more than sixty (60) acres. A Concept Plan for a property less than ten (10) acres in size must show conformance to an existing, approved Concept Plan in terms of vehicle access and pedestrian connections. The Concept Plan shall illustrate the general location of land uses, basic street layout and treatment of transition areas to adjacent uses. In addition, parking locations, preliminary drainage and utility plans, building placement, open space, and any other requirements of the City of Celina’s General Development Plan (GDP) review. Any proposed street design that differs from the standards of the Engineering Design Manual shall be considered as part of the Concept Plan approval and not require a separate Subdivision Ordinance Variance request. Although the applicant has stated that the landscape plan including streetscape, yards and medians, screening, etc., shall be included in the Concept Plan review, staff suggests that the Landscape Plan be submitted with the Construction Plat, which is the typical submittal timing for these plans. Staff further suggests that, since the “Concept Plan” is identical as Celina’s “General Development Plan,” that the applicant either use the GDP identifier or combine it with their Concept Plan as “Concept Plan/GDP.”

Following the approval by the Planning and Zoning Commission, a more detailed Site Plan shall be

submitted for administrative (i.e. staff) review and approval. The Site Plan shall include specific layout of buildings, open space, streets, parking, signage standards, and building elevations. Appeals of the Site Plan decision will be decided by the Planning and Zoning Commission. Any denial of proposed modifications may be taken to the City Council for consideration.

Amendments to the Planned Development standards are proposed by the applicant to be decided by the Planning and Zoning Commission. Any denial of the proposed PD amendments may be taken to the City Council for consideration. Issues of notification and publication of the public hearings have not been addressed. This proposal differs from Celina's policy of considering a Planned Development amendment as a zoning change, which must be heard by the Planning and Zoning Commission for a recommendation and by the City Council for a final decision. Staff suggests that any amendments to the PD standards be handled as a rezoning case, with public hearings at the Planning and Zoning Commission and City Council and proper notifications, per our Zoning Ordinance regulations and state statutes. Amendments may be brought to the City on a Concept Plan/GDP area level rather than having to amend the entire group area, unless that is requested by the applicant.

Proximity to Single Family - Existing or Planned:

Any Commercial/Mixed Use and/or Industrial/Manufacturing zone shall be placed no closer than 200 feet from any existing or planned single family property line. Any Neighborhood Zone combined with a Commercial/ Mixed Use and/or Industrial/Manufacturing zone shall use a Transition Zone as a buffer. Single family developments may not be located within 200 feet of Preston Road or Celina Parkway rights-of-way or within 500 feet of the Dallas North Tollway right-of-way.

Conformance to the Existing Preston Road Overlay Zone:

The applicant is requesting that certain housing types be allowed within the 200 foot zone restricted to non-residential along Preston Road. This prohibition was adopted in order for the City to maximize its frontage along Preston Road with businesses that are likely to be employment generators and provide sales tax to the City. In addition, residential location close to a heavily trafficked roadway is not ideal. Therefore, staff is asking the applicant to consider the following residential restrictions:

- Preston Road - no single family, multi-family or townhomes within 200 feet of the right-of-way.

Pedestrian Orientation and Parking Standards:

Commercial tracts shall incorporate pedestrian-oriented streets to enhance the pedestrian experience and achieve greater connectivity. Parking shall be placed toward the rear of businesses, sidewalks shall be wide and provide seating and landscaping. Off-street parking standards throughout the PD shall be as follows:

- Non-residential - 1 space per 350 square feet
- Industrial/Commercial - 1 space per 500 square feet, excluding warehouse/storage areas
- Multiple Family - 1½ spaces per unit
- Other Residential - 2 spaces per unit
- Lodging - ½ space per room.

Board Review/Citizen Input:

A City Council notice of the public hearing was published in *The Celina Record* on November 25, 2016. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the overall subject property (1,515 acres). Eighty (80) property owners were notified by mail on October 28, 2016. As of the printing of this packet, one letter of support for any Group was received and it was Group 4. No letters have been received in opposition.

At the regular Planning and Zoning Commission meeting on November 15, 2016, the Commissioners voted unanimously to recommend approval of the rezoning request, subject to the applicant satisfactorily addressing written staff comments and recommendations presented during the staff report.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Land Use Attorney shall provide a final review of the ordinance prior to execution of the document.

Supporting Documents:

- Draft Ordinance

Staff Recommendation:

Staff recommends approval of the rezoning request subject to staff's comments and P&Z's recommendation. The ordinance included illustrates revisions that have not been vetted by city staff. The applicant and staff have been coordinating revisions to the development regulations and a final review will be provided prior to the Council meeting.

Staff recommends approval of the PD subject to the following revisions being completed for standards submitted 11/29 and review sent 12/5:

Exhibit B

1. Provide Group image as it is titled for each PD

Exhibit C

1. Removal of 1. & 2. These items are not typically included in PD regulations and zoning ordinances
2. Revise 3. Heading from Entitlement to Review Process and Administration
3. 3. a. Replace Entitlement to Development
4. Revise item 3. b. to Concept Plan/GDP and use throughout document CP/GDP
Revise CP/GDP PZ approval to "review" throughout document
5. 3. b. Add CP/GDP review per City's public hearing requirements to include mailed public hearing notices to the property owners within 200 feet of the subject tract, public hearing publications, signs posted per our regulations, review and consideration for approval by P&Z and City Council (Sections 14.02.154. 14.02.156, and 14.02.157 of the Celina Code of Ordinances)
6. 3. b. i. 4. a. remove "as well as the City's Comprehensive Plan"
7. 3. b. i. 4. b. iii. Add/revise paragraph to clearly indicate that common areas will not be dedicated to or maintained by the City. They shall be owned and maintained by a property owners association or homeowners association.
8. 3. b. i. 4. b. vii. Add water/sewer before "utility plan"

9. 3. b. i. 4. b. viii. Staff is willing to defer the required tree survey and mitigation plan required at GDP to the time of Site Plan application and Applicant may want to add this exception to the PD regulations.
10. 3. b. i. 4. b. ix. Add “as exists or may be amended” after Sec. 10.03.083
11. 3. b. i. 4. d. v. Add “A TIA may be used to justify the cost share of on-site and off-site roads.”
12. 3. b. i. 4. e. Add “Any standards differing from the Subdivision Ordinance shall be processed as a Subdivision Ordinance Variance.”
13. 3. b. i. 5. Remove this paragraph
14. 3. c. General Development Plan. Remove since it is being combined with the Concept Plan.
15. 3. f. Major Modifications. Revise “approved” to “considered”

Major Modifications shall be processed as a Concept Plan amendment and outlined in the Code of Ordinances

16. 3. g. Revise CP to CP/GDP

Revise “approved” to “considered”

Remove the last sentence about denial because amendment will go to P&Z and CC for review and consideration

17. 4. a. i. 4. A minimum of MF units will not be required. Provide a cap of Urban MF

18. 4. a. i. 5. Remove Preston Road from Group 1 and Group 2 PD Standards

Remove Celina Parkway and DNT from Group 2, 3, and 4 PD Standards

Remove “alley” from zone separation. Alleys are not wide enough to be an adequate distance buffer in transitions

19. 4. a. iii. 2. Add “Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager, or his/her designee.”

Note: Street trees may be provided in the parkway at the option of the developer to meet landscaping requirements subject to approval by the Director of Planning and Development Services and the Fire Marshall at the time of building permit issuance. If street trees are approved, the developer shall, as a condition of the City's approval, do one of the following, as determined by the City, to fund resulting damages to streets, sidewalks, and utilities: (1) enter into a repair agreement obligating developer to make the repairs and providing financial security of the ability to perform; or (2) consent to annual updates to PID assessments on the Property to fund repair costs.

20. 4. f.

RESIDENTIAL EXCLUSIONARY BUFFER ZONES/LOCATION OF USES

- o Preston Road - within 200' no SF detached, no TH and no MF
- Celina Parkway within 300' (view this roadway similarly to Parkwood in Plano)
- West of Celina Parkway, MF and TH allowed; no SF detached. West of Celina Parkway should be more heavily commercial.
- East of Celina Parkway, SF detached, MF and TH allowed.
- Dallas North Tollway - within 500' no SF detached, stand-alone MF or TH; MF in vertically integrated only.
- Within Group 1, place high-density development between the DNT and Celina Parkway; place lower density single family east of Celina Parkway.

- Within Group 2, preserve the area immediately south of the Old Town Residential area as low-density single family residential.
 - Within Group 3, place employment centers and other high-density commercial development adjacent to the future Outer Loop and Preston Road.
 - Within Group 4, place commercial adjacent to Preston Road, Ousley Parkway and Sunset Boulevard. Group 4 is not appropriate for any Industrial uses.
21. 5. a. Identify “conditional” as a Conditional Use Permit CUP and processing an application in accordance with Division 2, CUP, Celina Code of Ordinances, Zoning Ordinance.
22. Use chart revisions:
- Automatic teller machines shall be limited to two (2) in one location
- Remove motels as they are not permitted in Celina
- Kiosk shall be a C use in Transition Zone and add text “in all instances shall accompany a main structure and not within 100 feet of a street right-of-way.”
- Seasonal businesses shall be revised to be P in C/MU and I/LM
- Temporary businesses shall be revised to be P in C/MU and I/LM
- All-terrain vehicle dealer/sales or service shall be a C in C/MU and no outdoor display in C/MU
- Check cashing services shall be eliminated from C/MU and I/LM
- Add “/pay day loans” after check cashing services
- Remove convenience store (without gas sales) it is the same a convenience store
- Food truck park-revise spelling of vendor
- We do not have regulations in our ordinances. Define and provide regulations for this use.
- Motorcycle dealer (new and/or repair) no outdoor display permitted in C/MU
- Personal watercraft sales (new and/or repair) no outdoor display permitted in C/MU
- Recycling kiosk not permitted in C/MU or I/LM
- Revise Restaurant (~~with no drive-through service~~)
- Temporary outdoor retail sales/commercial promotion shall be permitted in C/MU, T, and I/LM
- Veterinarian-Applicant may want to provide for (outdoor kennels) in I/LM as a C or P
- Add (maximum of 250 cars) to auto financing & leasing (indoor)
- Separate Tire dealer, with or without open storage
- Without open storage shall be permitted in C/MU and I/LM
- With open storage shall be permitted in C/MU as a C and in I/LM a P
- Microbrewery add a C to C/MU
- I/LM uses shall be removed from Group 4 PD Use Table
23. 6. 1. b. Provide minimums for side and rear setbacks
24. Revise Character Zones and Development Standards Table to reflect appropriate roadways
- Preston Road is not in Group 1 or 2
- Celina Parkway is not in Groups 2, 3, or 4
- DNT is not in Groups 2, 3, or 4
25. 6. 3. Street Design Standards
- Development shall comply with the City of Celina Engineering Design Standards and Standard Details. In the absence of a design standard alternative standards such as the *ITE Manual for Designing Walkable Urban Thoroughfares* and/or *NACTO’s Urban Street Guide and Bicycle Guide* may be utilized an permitted upon approval of the City Manager, or his/her designee.
26. 6. 3. c. Alleys-provide specifications (ROW & paving) for commercial and residential alleys
27. 6. 3.c Footnote *revision*: Alleys in accordance with the City of Celina Standard Details shall be required for all residential development with lots 50 feet or less in width.

28. 6. 4. Streetscape Standards

Add “Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager, or his/her designee.”

29. 6. 6. a. Single Family residential with lots 40 feet or less in width: 2 spaces per unit-add on-site and in garage

30. 6. 7. b. Lighting shall be provided per the City of Celina Engineering Design Standards and Standard Details.

31. 7. c. ii. SF Buildings

Revise “The” to “Any”

Add “other” between all and building

Add “more” after one

32. 7. c. ii. 2. 25% architectural metal panel is too high for SFD

33. 7. c. ii. 3. Revise to staff review. Appeal to P&Z if denied by staff

34. 7. d. i. Add “and property zoned SFD” after detached uses in the first sentence

35. 7. d. i. 1-3 Add dimensions stated to diagram

36. 7. d. i. 3. Add “or match side yard and rear yard in adjacent subdivision

Staff Recommendation:

Staff recommends approval.

Zoning Case "OLD CELINA LTD - Group 4" X Cut here
November 15, 2016

Members of the Planning & Zoning Commission:

I, RANDIE W. JONES, PRESIDENT
TEXAS STAR BANK, with property located at 320 S. PRESTON, Celina, Texas
(NAME) (ADDRESS)

☒ Support
☐ Oppose

Phone: 903-482-5234
Email: RJONES@TEXASSTARBAN

The proposed zoning changes for the following reasons. (Use extra sheets if more room is needed):
SUPPORT WITH NO RESERVATIONS.

SIGNATURE [Signature] DATE Nov 3, 2016



CITY OF CELINA, TEXAS

ORDINANCE 2016-____
 OLD CELINA LTD. GROUP 4 PD#78

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 308.051 ACRES OF LAND COMPRISING TRACTS 24, 26 AND 28 MORE FULLY DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" TO BE ZONED AS "PD #78" A PLANNED DEVELOPMENT ZONING DISTRICT IN ACCORDANCE WITH THE "GROUP 4 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS" IN EXHIBIT "C" WITH THE BASE DESIGNATIONS OF MU-2, REGIONAL MIXED USE ZONING DISTRICT, I-1, LIGHT INDUSTRIAL ZONING DISTRICT, AND SF-R, SINGLE FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; REPEALING, ORDINANCE NO. 86-32-A; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin, and Denton County, Texas (the "City") 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, Title 7 Chapter 211 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" attached hereto and incorporated herein (the "Land"); and

WHEREAS, the tracts comprising the Land have been depicted in detail in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, in accord with Section 14.02.151 of the City's Code of Ordinances, the City hereby finds and declares that in recognition of: (a) changing conditions and circumstances within the locality of City of Celina, Ordinance No. 2016-_____ Old Celina Ltd.

the City due to impending growth likely to occur as a result of the extension of the North Dallas Tollway and other infrastructure projects; and (b) recognized changes in technology, the style of living and manner of conducting business occurring in the locality of the City and surrounding communities, including but not limited to, the desire of citizens to live and work in areas with complementary land uses that include high quality housing, retail, offices, commercial services, and employment uses within areas that promote pedestrian and vehicular connectivity and vibrant mixed land use communities; and

WHEREAS, the City Council has determined that, based on circumstances existing on the Effective Date of this Ordinance, it is in the public interest to allow for flexibility in locating and arranging the authorized uses across and throughout the Land, depending upon the final alignment of the North Dallas Tollway and other major parallel arterial streets and that the changes approved herein will be appropriate in the immediate areas concerned and with regards to their relationship to the general area of the City as a whole; and

WHEREAS, the land use conditions, regulations and development standards set forth in Exhibit “C” attached hereto and incorporated herein (the “Group 4 Old Celina PD Conditions and Development Standards”) incorporate a “Character Zone” methodology, establishing standards and uses consistent with the City’s Comprehensive Zoning Ordinance in regulating land use and development in an orderly, responsible, and flexible manner, while providing predictability within a framework of conditions, standards and uses to enable the owner(s) of the Land within this PD to work together with the City to plan, envision, implement, and optimize development of the Land and provide for certain modifications to such district regulations; and

WHEREAS, the Group 4 Old Celina PD Conditions and Development Standards provide for, entail and clearly outline and describe certain modifications, amendments and supplements to the base zoning designations; and

WHEREAS, the City Council has considered, among other things, the character of the Land and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and has determined that it is in the best interests of the public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City and that Ordinance No. 86-32-A should be repealed in its entirety; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council, in compliance with the laws of the State of Texas and the ordinances of the City, 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 Land 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 recitals and 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 (the “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 “PD#78” on the Land described in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 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” , as “PD#78” with base zoning designations of MU-2, Regional Mixed Use zoning district, I-1, Light Industrial zoning district, and SF-R, Single Family Residential Zoning district as revised, amended and supplemented by the Group 4 Old Celina PD Conditions and Development Standards which are described and clearly set forth in Exhibit “C”, attached hereto and incorporated herein. This PD creates standards that supplement, revise and build upon the base zoning designations and ~~that~~ differ in some respects from the requirements of the City’s Comprehensive Zoning Ordinance, ~~with the intent of creating a new and improved manner of land use and public space regulation in the City.~~

4.02 This Ordinance regulates the uses allowed for the Land identified above. All development and construction shall occur in accordance with the requirements of this Ordinance; the concept plans to be set forth for approval subsequent to the approval of this Ordinance as provided herein; the development standards set forth in Exhibit “C” and all other applicable ordinances, rules, and regulations of the City.

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 Land shall be used only in the manner and for the purposes provided for in this Ordinance and the Comprehensive Zoning Ordinance of the City of Celina, as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

Ordinance No. 86-32-A, 9, is hereby repealed in its entirety. In addition and notwithstanding, 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 any 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 the 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 past 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 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 decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of December, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Old Celina PD Ordinance Group 4 12.8.16 (1834 : Old Celina Ltd. Group 4 Zoning Ordinance)

EXHIBIT A

The Land

Comprising The Tracts Described Herein By Metes And Bounds

Attachment: Old Celina PD Ordinance Group 4 12.8.16 (1834 : Old Celina Ltd. Group 4 Zoning Ordinance)

TRACT 24 (50.596 ACRES):

Being a tract of land situated in the Collin County School Land Survey, Abstract No. 167, Collin County, Texas and also being part of a 125.871 acre tract as recorded in Volume 5208, Page 3392 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the most westerly northwest corner of said Old Celina tract, same being the southwest corner of Lot 2, Block A, Cattleman's Crossing, according to the plat thereof recorded in Volume R, Page 70, Plat Records, Collin County, Texas, same being in the east right of way line of State Highway No. 289 (variable width right of way);

THENCE North 88 deg. 04 min. 32 sec. East along the common line of said Old Celina tract and said Lot 2, a distance of 372.79 feet to a 1/2 inch iron rod set with "PEISER & MANKIN SURV." red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for an internal corner of said Old Celina tract, same being the southeast corner of said Lot 2;

THENCE North 18 deg. 11 min. 00 sec. East, continuing along the common line of said Old Celina tract and said Lot 2, passing the northeast corner of said Lot 2, same being the southeast corner of County Road No. 98 (Volume R, Page 70) and continuing along the common line of said Old Celina tract and County Road No. 98, a total distance of 602.60 feet to a 1/2 inch iron rod set from which a 1/2 inch iron rod found bears South 04 deg. 02 min. 58 sec. East, 0.41 feet for the most northerly northwest corner of said Old Celina tract, same being in the south line of that certain tract of land conveyed to W.C. Miller & Will Miller III according to the deed recorded in Volume 814, Page 808, aforesaid Deed Records;

THENCE North 88 deg. 04 min 32 sec. East, along the common line of said Old Celina tract and said Miller tract, a distance of 151.20 feet to 5/8 inch iron rod found for the southeast corner of said Miller tract, same being the southwest corner of that certain 65.92 acre tract of land conveyed to Old Celina Ltd, by deed recorded in Instrument Number 20080612000710680, Official Public Records, Collin County, Texas;

THENCE North 88 deg. 56 min. 39 sec. East, along the common line of said Old Celina tract (5208,3392) and said Old Celina tract (20080612000710680), a distance of 1312.82 feet to a 1/2 inch iron rod set from which a 1/2 inch iron rod found bears South 21 deg. 57 min. 46 sec. West, 0.59' for the northeast corner of said Old Celina tract (5208,3392), same being an internal corner of said Old Celina tract (20080612000710680);

THENCE South 01 deg. 01 min. 35 sec. East, along the common line of said Old Celina tract (5208, 3392) and said Old Celina tract (20080612000710680), a distance of 1205.29 feet to a 1/2 inch iron rod set from which a 1/2 inch iron rod found that bears South 59 deg. 40 min. 59 sec. West, 0.99 feet for the southeast corner of said Old Celina tract (5208,3392), same being the northeast corner of that certain tract of land conveyed to Old Celina Ltd, according to the deed thereof recorded in Volume 5574, Page 1151, aforesaid Deed Records;

THENCE South 89 deg. 56 min. 19 sec. West, along the common line of said Old Celina tract (5208, 3392) and said Old Celina tract (5574, 1151) a distance of 2266.24 feet to a 1/2 inch capped iron rod found stamped with "RPLS 4613" for the southwest corner of said Old Celina tract (5208, 3392), same being the northwest corner of said Old Celina tract (5574, 1151), same being in the east right of way line of aforesaid State Highway No. 289;
 THENCE along the common line of said Old Celina tract (5208, 3392) and said State Highway No. 289, as follows:

North 18 deg. 10 min. 56 sec. East, a distance of 24.17 feet to a 1/2 inch iron rod set for angle point;

North 19 deg. 19 min. 00 sec. East, a distance of 254.08 feet to a 1/2 inch iron rod found for corner;

North 89 deg. 46 min. 00 sec. East, a distance of 103.11 feet to a 3" TxDot Aluminum disk found for internal angle of Old Celina tract (5208, 3392);

North 02 deg. 20 min. 00 sec. West, a distance of 35.64 feet to a 1/2 inch iron rod set for angle point;

North 04 deg. 18 min. 00 sec. West, a distance of 170.90 feet to a 1/2 inch iron rod found for angle point;

North 18 deg. 11 min. 00 sec. East, a distance of 122.11 feet to an angle point;

North 12 deg. 28 min. 00 sec. East, a distance of 8.23 feet to the POINT OF BEGINNING and containing 50.596 acres of computed land, more or less.

TRACT 26 (70.802 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2003-0247939, Deed Records, Collin County, Texas and being more particularly described as follows:

SITUATED in the State of Texas, County of Collin, being part of the Collin County School Land Survey, Abstract No. 167, being the resurvey of a called 70.00 acre tract of land recorded in Volume 2868, Page 203 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found marking the northeast corner of said 70.00 acre tract, the southeast corner of a 55.718 acre tract surveyed by David Surdukan dated October 4, 1999, said beginning corner also being in the west line of a 74.00 acre tract recorded in Volume 314, Page 534 of the Collin County Deed Records;

THENCE with the east line of said 70.00 acre tract and the west line of said 74.00 acre tract as follows:

South 00 degrees 39 minutes 50 seconds East, 557.47 feet;

South 09 degrees 53 minutes 25 seconds West, 11.80 feet;

South 01 degrees 00 minutes 34 seconds East, 860.79 feet to a railroad spike found in the asphalt of County Road No. 91 marking the southeast corner of said 70.00 acre tract and being in the north line of a 21.970 acre tract recorded under Volume 4388, Page 2079 of the Collin County Land Records;

THENCE along County Road No. 91, the south line of said 70.00 acre tract, the north line of said 21.970 acre tract and the north line of 10.476 acre tract recorded in Volume 788, Page 714 of the Collin County Deed Records, South 88 degrees 29 minutes 47 seconds West, 1302.22 feet to a railroad spike found marking the most southerly southeast corner of said 70.00 acre tract;

THENCE with a west line of said 70.00 acre tract and an east line of a 40.886 acre tract recorded under County Clerk No. 93-0018472 of the Collin County Land Records, North 01 degrees 05 minutes 25 seconds West, 428.80 feet to a 5/8-inch iron rod found marking the most northerly northeast corner of said 40.886 acre tract;

THENCE with a south line of said 70.00 acre tract and the north line of said 40.886 acre tract, South 88 degrees 24 minutes 24 seconds West, 777.67 feet to a 1/2 inch iron rod found marking the southeast corner of an abandoned 60-foot road right-of-way;

THENCE with the south line of said abandoned road right-of-way, South 88 degrees 26 minutes 57 seconds West, 544.48 feet to a 3/8-inch iron rod found in the east right-of-way line of State Highway 289 (variable R.O.W.) marking the southwest corner of said road abandonment;

THENCE with the east right-of-way line of State Highway No. 289 and the west line of said 70.00 acre tract as follows:

North 17 degrees 47 minutes 47 seconds East, 63.75 feet to a 1/2-inch iron found;

North 17 degrees 14 minutes 00 seconds East, 284.05 feet to a ½-inch iron rod set;

North 18 degrees 11 minutes 00 seconds East, 775.83 feet to a 1/2-inch iron rod found marking the northwest corner of said 70.00 acre tract and the southwest corner of the aforementioned 55.718 acre tract;

THENCE with the north line of said 70.00 acre tract and the south line of said 55.718 acre tract, North 89 degrees 56 minutes 19 seconds East, 2266.24 feet to the point of beginning and containing 70.802 gross acres of land.

TRACT 28EXHIBIT A (186.653 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 20080612000710680, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING a tract of land situated in the H. C. Routh Survey, Abstract No. 765, J. K. Rice Survey, Abstract No. 767, Samuel Queen Survey, Abstract No. 731 and the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, and also being part of a 66.12 acre tract (Tract 1), part of a 50 acres tract (Tract 2), all of a 74 acre tract (Tract 4), and all of a 0.193 acre tract (Tract 5) as conveyed to the O & M Church Family Limited Partnership and recorded in Volume 5244, Page 3049 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike found for corner at the southwest corner of said 74 acre tract (Tract 4), said railroad spike also being at the southeast corner of a 70.802 acre tract as conveyed to Old Celina, LTD. and recorded in Volume 5574, Page 1151, D.R.C.C.T, said railroad spike also being in County Road No. 91;

THENCE North 00 degrees 31 minutes 12 seconds East following the east line of said 70.802 acre tract a distance of 860.88 feet to a wood fence post for corner;

THENCE North 11 degrees 25 minutes 11 seconds East following the east line of said 70.802 acre tract a distance of 11.80 feet to a wood fence post found for corner;

THENCE North 00 degrees 51 minutes 56 seconds East following east line of said 70.802 acre tract a distance of 557.47 feet to a 1/2 inch iron rod found for corner at the northeast corner of said 70.802 acre tract, said corner also being the southeast corner of a 55.718 acre tract as conveyed to Rex Glendenning and recorded in Volume 4551, Page 1839, D.R.C.C.T.;

THENCE North 00 degrees 30 minutes 11 seconds East following the east line of said 5.718 acre tract a distance of 1205.28 feet to a 5/8 inch iron rod found for corner at the northeast corner of said 55.718 acre tract, said Iron rod also being in the south line of said 66.12 acre tract (Tract 1);

THENCE North 89 degrees 32 minutes 10 seconds West following the north line of said 55.718 acre tract a distance of 1312.90 feet to a 5/8 inch iron rod found for corner at the southwest corner of said 66.12 acre tract (Tract 1), said iron rod being the southeast corner of a 8.755 acre tract as conveyed to W.C. Miller & Will C. Miller III, and recorded in Volume 814, page 808, D.R.C.C.T.;

THENCE North 00 degrees 04 minutes 15 seconds East following the east line of said 8.755 acre tract a distance of 508.56 feet to a 1/2 inch iron rod found for corner;

THENCE North 5 degrees 50 minutes 15 seconds East following the east line of said 8.755 acre tract a distance of 38.47 feet to a 1/2 inch iron rod found for corner;

THENCE North 1 degree 53 minutes 16 seconds West following the east line of said 8.755 acre tract a distance of 373.34 feet to a 1/2 inch iron rod found for corner;

THENCE North 55 degrees 47 minutes 12 seconds East following the east line of said 8.755 acre tract a distance of 231.06 feet to a 1/2 inch iron rod set for corner the south Right Of Way line of F.M. No. 455 (90' ROW), said iron rod also being in a curve to the right with a chord bearing of North 87 degrees 11 minutes 02 seconds East a chord distance of 157.62 feet;

THENCE along said curve to the right following the south ROW line of said F.M. No. 455 through a central angle of 6 degrees 30 minutes 46 seconds a radius distance of 1387.42 and an arc distance of 157.71 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 33 minutes 34 seconds East following the south ROW line of said F.M. No. 455 a distance of 1964.84 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the right with a chord bearing of South 44 degrees 34 minutes 04 seconds East a chord 386.46 distance of feet;

THENCE along said curve to the right following the south ROW line of said F.M. No. 455 through a central angle of 89 degrees 59 minutes 00 seconds a radius distance of 273.31 feet and an arc distance of 429.23 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 25 minutes 26 seconds West following the south ROW line of said F.M. No. 455 a distance of 444.32 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left with a chord bearing of South 44 degrees 29 minutes 34 seconds East a chord distance of 513.05 feet;

THENCE along said curve to the left following the south ROW line of said F.M. No. 455 through a central angle of 89 degrees 50 minutes 00 seconds a radius distance of 363.31 feet and an arc distance of 569.63 feet to a 1/2 Inch iron rod set for corner;

THENCE South 89 degrees 24 minutes 34 seconds East following south ROW line of East No. following south ROW line of F.M. No. 455 a distance of 436.80 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 23 minutes 49 seconds West a distance 1311.93 feet to a 1/2 inch iron and set for corner;

THENCE South 01 degrees 01 minutes 35 seconds West a distance of 1295.11 feet to a railroad spike set for corner in County Road No. 91;

THENCE North 89 degrees 45 minutes 26 seconds West following CR. No. 91 a distance of 2053.69 feet to the POINT OF BEGINNING and containing 8,130,588 square feet or 186.653 acres of land, more or less.

EXHIBIT B

Graphic Depiction Of The Land

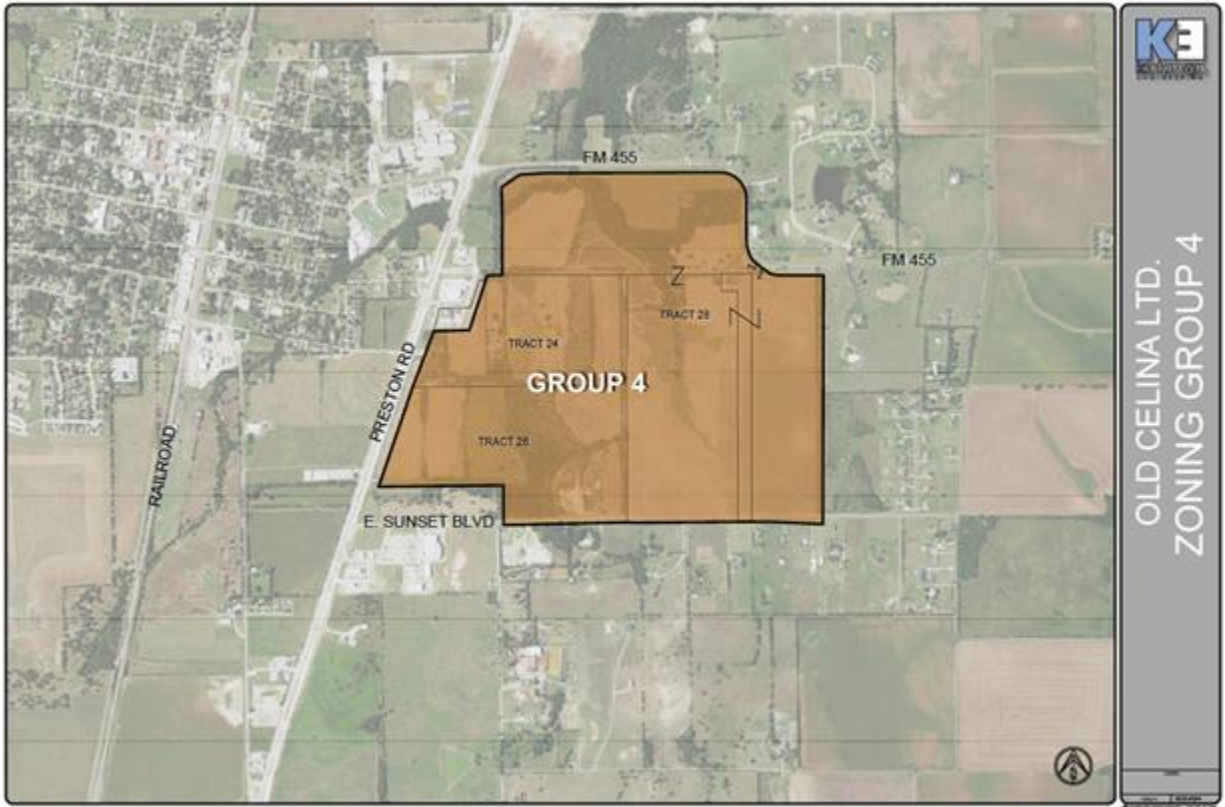


EXHIBIT C

GROUP 4 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

Attachment: Old Celina PD Ordinance Group 4 12.8.16 (1834 : Old Celina Ltd. Group 4 Zoning Ordinance)

1. **Purpose and Intent.** The purpose of the Planned Development District NO. 78 is to create a vibrant pedestrian friendly development that promotes the ability to grow with the increased market demand of Celina. The PD is intended to:
 - a. Allow a mixture of complementary land uses that include housing, retail, offices, commercial services, and employment uses to create economic vitality;
 - b. Emphasize vehicular and pedestrian connectivity to adjacent opportunities and land uses that balances neighborhood integrity with transportation benefits of connectivity, market demand for development and regional access;
 - c. Establish development standards to create development of quality;
 - d. Encourage the development of vertical and horizontal mixed-use areas that are safe, comfortable and attractive to pedestrians;
 - e. Provide flexibility in the siting and design of new developments and redevelopment to anticipate changes in the marketplace while establishing human-scaled residential and non-residential buildings; and
 - f. Include a range of residential options that reflect changing lifestyles while balancing market demand and community preferences;
2. **Relationship to the City's Comprehensive Plan.** The submission of this PD correlates directly with many goals recommended by the Celina Comprehensive Plan. This PD assists in fulfilling Land Use and Transportation Goals as referenced below.
 - a. LU Goal 1: The City of Celina will promote orderly development and redevelopment to achieve a pattern of balanced, interrelated, compatible and varied uses of land.
 - b. LU Goal 2: Guide growth into a sound, sustainable pattern of land use that maintains growth capacity, provides for a fiscally responsible approach to infrastructure expansion, and demonstrates sound stewardship of the environment.
 - c. LU Goal 4: Promote the creation of suburban character development that is attractive, safe, practical, and accessible to necessary facilities and services.
 - d. LU Goal 5: Promote and support the development of well-designed centers for jobs, shopping, culture, entertainment and housing.
 - e. LU Goal 6: Allow for a wide mix of retail, personal services, dining, entertainment and complementary residential opportunities.

- f. LU Goal 7: Promote development that integrates at least two primary, mutually supporting uses on the same site.
- g. T Goal 1: Plan and develop an efficient and effective roadway network that will serve the future needs of Celina.
- h. T Goal 2: Identify, provide for and promote alternatives to single-occupant automobiles as viable means of travel within and through Celina.

3. **Review Process and Administration.**

- a. **Plan Review Process.** Development of land for construction includes two steps plus plat approval. The first step is the CP/GDP review and Planning and Zoning Commission (PZ) approval. The second step is site plan review and administrative approval.
- b. **Concept Plan/General Development Plan (CP/GDP).** The CP/GDP is intended to illustrate the general development pattern and character of the Planned Development. A CP/GDP approved by PZ shall be required before a site plan can be approved administratively. The CP/GDP may be submitted for approval before or at the time of site plan, with the site plan administrative approval running concurrent to PZ review of the CP/GDP.
 - i. The applicant shall submit a CP/GDP and supporting information with the following requirements:
 - 1. CP/GDP shall cover an area of at least 60 acres or the size of the area delineated within this Planned Development, whichever is smaller.
 - 2. For any property less than 10 acres, the CP/GDP shall align with the context around the CP/GDP area. This can be established by:
 - a. Showing the existing (or proposed if none exist) CP/GDP's adjacent to the site and showing how the current CP/GDP aligns vehicle and pedestrian connections;
 - b. Extending potential pedestrian and vehicular connections to adjacent property; and/or
 - c. Showing how this CP/GDP is compatible with adjacent property.
 - 3. CP/GDP shall be noticed by signs and to owners within 200 feet of the subject area
 - 4. A CP/GDP is not intended to be a detailed proposal; rather, it shall illustrate the general location of land uses, basic street layout and treatment of

transition areas to adjacent uses. The CP/GDP shall illustrate the proposed general design direction of the site with dimensional guidelines that provide adequate information about the design intent, intensity and phasing of the proposed plan.

5. The CP/GDP shall:

- a. Demonstrate compliance with the Planned Development's purpose and development standards.
- b. Prescribe requirements for a complete CP/GDP submittal including:
 - i. Delineation of Character Zones for the development including one or more areas designated as (1) Commercial/Mixed Use, (2) Transition, (3) Neighborhood, and/or (4) Industrial/Light Manufacturing per the Development Standards Table in Section 6 below;
 - ii. The layout of proposed mandatory blocks and streets and conceptual bikeways, trails and pedestrian paths;
 - iii. The location and acreage of open space meeting at least the minimum required (see Development Standards Table in Section 6 below) as well as the type of open space;
 - iv. The location within each Character Zone of uses delineated generally as non-residential (retail, office, industrial), mixed use (both residential and non-residential), residential, and open space ;
 - v. The approximate placement of buildings and anticipated scale if known at the time of CP/GDP;
 - vi. General parking locations (surface and structured);
 - vii. Preliminary drainage and water/sewer plan; and
 - viii. Any additional materials needed to fulfill the requirements of a General Development Plan as described in Sec. 10.03.082 (g) of the City of Celina Code of Ordinances. A tree survey and mitigation plan may be delayed until site plan.

- ix. Fulfilling these requirements shall satisfy the requirements under the City of Celina Subdivision Ordinance for General Development Plans, Sec. 10.03.083, as exists or may be amended.
- c. Include a narrative that provides:
 - i. A statement of the purpose and intent of the proposed CP/GDP in terms of the anticipated nature of the development in each respective Character Zone at buildout, likely phasing, strategies to integrate natural features;
 - ii. A description of the mix of land uses and the anticipated design elements that will ensure compatibility both within the development site, and with adjacent land uses and development patterns.
- d. Statistical information including:
 - i. Gross acreage of the site, and net acreage of the site (less streets and open space);
 - ii. Amount of land devoted to open space (meeting the minimum required as established in the Development Standards Table below in Section 6), both in acres and as a percentage of the gross acreage of the site;
 - iii. The approximate amount of land devoted to different character zones, both in acres and as a percentage of the gross acreage of the site;
 - iv. A general plan for pedestrian, bicycle and vehicular circulation describing the general design capacity of the system as well as access points to community wide networks;
 - v. A traffic impact analysis (when submitting CP/GDP concurrently with site plan, the traffic impact analysis shall analyze the overall CP/GDP area. Where traffic impacts are less than 50 cars per hour per drive a traffic summary letter shall only be required). In addition, a TIA may be used to justify the cost share of on-site and off-site roads; and

- vi. The maximum allowable building coverage and maximum height by each component area.
 - e. Street design standards (if different from City standard streets), including general streetscaping and pedestrian and cycling realm concepts such as general sidewalk dimensions associated with respective street types and trail concepts; and
 - f. A landscape CP/GDP that includes: general layout for proposed landscaping including aspects of the public realm such as trees, streetscape treatments, front yards, and medians; proposals for required parking lot landscaping, screening, design concepts for all open spaces, lighting and any other information required by the City, all or a portion of which may be deferred to site plan.
6. The applicant may request that the PZ waive any of the foregoing requirements of the CP/GDP that are not applicable to the review of a specific development and defer them to the site plan approval stage.
- c. **Site Plan.** A site plan administratively approved by the City Manager or his/her designee shall be required before a plat can be submitted for all development. Applications for site plans shall be submitted only after PZ has approved a CP/GDP for that area incorporated by the site plan.
- i. The City Manager or his/her designee shall make a decision on a site plan only after receiving a recommendation of City Staff.
 - ii. In addition to information required by City standards for site plans, an application for site plan approval shall include:
 - 1. Any specific standards for signage that provide a design palette addressing the location, lighting, colors and materials for all development oriented signage in the site plan (tenant specific signage may be deferred to certificate of occupancy). Any signage not permitted by City of Celina Code of Ordinances shall be permitted to file for meritorious exception, Sec. 3.07.010 and apply through the requirements stated in that section; and
 - 2. Specific parking layout, parking count, and parking lot landscaping.
 - iii. Provide building elevations including materials, configurations of all building elements such as roofs, walls, doors, windows, openings and other architectural features, and specify the materials and configurations permitted) for walls, roofs, openings and other elements.

1. The minimum and maximum building setbacks by Character Zone;
 2. Building design standards for the proposed development specifying the range of materials and building configurations using diagrams or imagery as necessary; and
 3. Development standards (from Section 6 below) not already provided in the CP/GDP, by Character Zone, on the site plan and/or in the form of a table where needed.
- d. **Minor Modifications.** The City Manager or his/her designee may approve modifications to the CP/GDP, site plan or any standards in the Planned Development after a consultation with City Staff based on unique site conditions, creative design approaches, changed market conditions and the overall development context at the time of the application. Those minor modifications shall be allowed as long as they do not:
- i. Conflict materially and substantially with already approved adjacent site plans or constructed development under this Planned Development;
 - ii. Change the area of a Character Zone by more than 30% in land area of the original Character Zone;
 - iii. Shift thoroughfares and/or collectors by more than 200 feet;
 - iv. Substantially change the circulation of the major street/trail network; and/or
 - v. Substantially reduce the amount open space or fail to replace in another location, and in no case fall below the 5% minimum required.
- e. **Major Modifications.** Any modification beyond the permitted minor modifications shall be considered by PZ after recommendation from the City Manager or his/her designee. A denial of that approval may be appealed to the City Council by the Applicant.
- f. **Amendments to Approved Plans or Development Standards.** The CP/GDP shall establish an overall vision for the proposed development within the framework of flexible design standards as established by the applicant in conjunctions with the PZ. Any amendments to the entire CP/GDP that are beyond minor modifications shall be considered a major change to an approved CP/GDP and shall be considered by the PZ after recommendation from the City Manager or his/her designee if consistent with the intent of the Planned Development. A denial of that approval may be appealed to the City Council by the Applicant.
- g. **Appeals to Administrative Decision.** All other appeals of administrative decisions by the City Manager or his/her designee on the Site Plan or Minor Modifications shall be heard by the City Council with recommendation from the Planning and Zoning Commission.

4. ***Establishing District Standards.***

a. General.

i. Application of the Character Zones within the CP/GDP shall adhere to the following requirements:

1. Any single character zone can be used entirely within a CP/GDP.
2. If a Neighborhood Zone is used in conjunction with Industrial/Manufacturing or Commercial Mixed-Use zones, the Transition Zone shall be used to buffer the Neighborhood Zone.
3. Generally, if the PD is adjacent to existing or planned Single-Family land uses (except in Corridor Overlay Areas), Industrial/Manufacturing or Commercial Mixed-Use zones shall be placed no closer than 200 feet from the single-family use property line, with Transition and/or Neighborhood zones being used within that area.



BUILDING SCALE APPROACH USED AT TRANSITION ZONE

4. In the case that the Industrial/Manufacturing or Commercial Mixed-Use zones are within a Corridor Overlay Area (Preston Road) the zones shall be separated by a public street or alley, with transition standards for the development applicable to the height and mass of the development, see Section 7 d. *Single-Family Transition Standards.*
- ii. Pedestrian Oriented Streets are used within the CP/GDP to achieve a higher level of pedestrian activity and connectivity. The amount of the required Pedestrian Oriented Streets in any one CP/GDP is determined by the character zone, within the Development Standards Table in Section 6 below.

iii. Pedestrian Oriented Streets include design considerations as follows:

1. Limiting use of curb cuts along the Pedestrian Oriented Street;
2. Planting street trees between the curb and the sidewalk, or within tree wells in the sidewalk area;
3. Include the use of traffic calming designs (narrowing of pavement section, striping, elevated crosswalks, etc.);
4. Adhering to the setback range according to the Development Standards; and
5. Utilizing shading devices along the non-residential or mixed-use building frontage, such as porches, awnings, pergolas and other similar shade devices.

iv. Open space along a street shall count towards Pedestrian Oriented Street requirement.

- b. Commercial Mixed-Use. Intended to be used for commercial uses and mixed-use developments for urban, semi-urban or suburban developments. Generally, this character zone should be used within a Corridor Overlay Area and within areas intended for placemaking or neighborhood centers.
- c. Transition. Intended to have a mix of neighborhood services, small office and variety of housing types to appropriately transition neighborhood residential to commercial and industrial/manufacturing zones.
- d. Neighborhood. Primarily residential with variety types and sizes of lots.
- e. Industrial/Light Manufacturing. Primarily employment with neighborhood services.
- f. Corridor Overlay Areas along Preston Road. The following standards shall apply within 200 feet of Preston Road.
 - i. Single Family with lots greater than 30 feet in width shall not be permitted within the Corridor Overlay Areas.
 - ii. Single Family 30 feet or less in width shall be permitted within the Preston Road Corridor Overlay Area.
 - iii. Single Family Townhouse (Attached) residential shall be permitted within the Preston Road Corridor Overlay Area.

- iv. Multi Family – Minimum 4 stories with surface parking: shall be permitted within the Preston Road Corridor Overlay Area.
- v. Multifamily – Minimum 3 stories with surface parking shall be allowed within the Preston Road Corridor Overlay Area.
- vi. Transition from existing single family within the Preston Road Corridor Overlay Area shall be provided through the use of a street or alley, while following the Section 7 d. *Existing Single-Family Transition Standards*.

5. Schedule of Uses

- a. The following Uses Shall be Permitted by Right (unless otherwise indicated as conditional) by Character Zone as established by the CP/GDP:

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
RESIDENTIAL				
Accessory building/structure (residential)			P	
Accessory building/structure (non-residential)	P	P	P	P
Accessory dwelling ¹		P	P	
Caretaker's/guard's residence	C	C	C	C
Community home		P	P	
Duplex/two-family				
Dwelling unit aboveground floor business	P	P	P	
Family home adult care		C	C	
Family home child care		C	C	
Four-family (quadraplex, stacked residential within one structure)	P	P	P	
Home occupation	P	P	P	
Living quarters on-site with a business	C	C	C	C
Multifamily	P	P		
Private street subdivision		C	C	
Rooming/boarding house	C			

¹ Accessory dwelling for this PD is intended to be permitted as an additional dwelling unit above or to the side of a detached garage, or may also be attached or detached individually to the primary residence on the site. There is no lot size minimum for inclusion of an accessory dwelling within this PD.

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Single-family detached		P	P	
Single-family industrialized home				
Single-family townhouse (attached)		P	P	
Single-family zero lot line/patio homes		P	P	
Three-family (triplex)		P	P	
OFFICE				
Armed services recruiting center	P	P		P
Bank/credit unions	P	P		P
Credit agency	P	P		P
Insurance agency offices	P	P		P
Offices (brokerage services)	P	P		P
Offices (health services)	P			P
Offices (legal services)	P	P		P
Offices (medical office)	P			P
Offices (professional and general business)	P	P		P
Real estate offices	P	P		P
Savings and Loan	P			P
Security monitoring company (no outside storage)	P			P
Telemarketing agency	P			P
PERSONAL & BUSINESS SERVICES				
Ambulance service (private)	C			P
Appliance repair	C			P
Artist studio	P	P	C	P
Automatic teller machines (ATM's; maximum 2 in any one location)	P	P		P
Automobile driving school	C			P
Barber shop (non-college)	P	P		P
Beauty shop (non-college)	P	P		P
Bed & breakfast inn	P	C	C	P
Communication equipment (no outdoor sales or storage)	P	P		P
Computer sales	P	P		P
Dance/drama/music schools (performing arts)	P	P		P
Extended stay hotels (residence hotels)	P			P
Exterminator service (no outdoor sales or storage)	C			P
Financial services (advice/invest)	P	P		P
Funeral home with crematorium				C

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Funeral home without crematorium	P			P
Hotel	P			P
Kiosk (providing a service as a permanent structure and within a publicly accessible open space or retail area; must be in addition to a primary structure and may not be placed within 200 feet of public street right-of-way)	P	C		P
Laundry/dry cleaning (drop off/pick up)	P	P		P
Locksmith	P	P		P
Martial arts school	P	P		P
Media production studio	P	P		P
Mini-warehouse/self storage	C			P
Photocopying/duplicating	P	P		P
Photography studio	P	P		P
Plant nursery (grown for commercial purposes)	P			P
Security quarters as associated with a business (live-in)	C	C		C
Sexually oriented business				
Seasonal business	P			P
Shoe repair	P	P		P
Studio for radio or television (without tower)	P			P
Tailor shop	P	P		P
Telephone/cable exchange	P			P
Temporary business	P	P		P
Tool rental (indoor storage)	P			P
Tool rental (outdoor storage)	C			P
Travel agency	P	P		P
RETAIL				
All terrain vehicle dealer/sales or service	C			P
Antique sale	P	P		P
Any retail use with a drive through	P			P
Art dealer/gallery	P	P		P
Auto supply store for new & rebuilt parts (no auto repair)	P			P
Bakery (retail)	P	P		P
Bike sales and/or repair	P	P		P
Book store	P	P		P
Building material sales/lumber	C			P
Cabinet shop (manufacturing)				P

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Cafeteria	P			P
Check cashing service				
Clothing & accessories (new)	P			P
Confectionery store (retail)	P			P
Consignment shop	P			P
Convenience store	P			P
Convenience store (with gas sales)	P			P
Department store	P			P
Drapery shop/blind shop	P			P
Florist	P	P		P
Food or grocery store	P			P
Food Truck Park (providing semi-permanent or occasional food truck parking within a property with required hookups for proper drainage and other services)	C	C		C
Furniture sales (indoor)	P			P
Garden shop (inside storage)	P			P
Gift/toy shop	P			P
Gravestone/tombstone sales				P
Handicraft/artisans shop	P	P		P
Hardware store	P			P
Home improvement center	P			P
Jewelry store	P	P		P
Lawnmower sales and/or repair	P			P
Major appliance sales (indoor)	P			P
Market (public)	C	C	C	C
Motorcycle dealer (new and/or repair; no outdoor storage)	P			P
Needlework shop	P	P		P
Personal services	P	P		P
Personal watercraft sales (new and/or repair; no outdoor storage)	P			P
Pet care facility (indoor)	P	P		P
Pet shop/supplies	P	P		P
Pharmacy	P	P		P
Plant nursery (retail sales outdoors)	P			P
Recycling kiosk				
Restaurant	P	P		P
Restaurant (drive-in service)	P			P

Character Zones				
Uses	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Restaurant (with drive-through service)	P			P
Security systems installation company	P			P
Silk screen printing/tee shirt shop	P			P
Sporting goods	P			P
Stamps, coin, & other collectables	P			P
Temporary outdoor retail sales/commercial promotion	P	P		P
Upholstery shop (non-auto)	P			P
Used merchandise; furniture, antique shop store	P			P
Vacuum cleaner sales and repair	P			P
Veterinarian (indoor kennels)	P			P
Veterinarian (outdoor kennels)				P
Woodworking shop (ornamental)	P	P		P
TRANSPORTATION & AUTO SERVICES				
Auto body repair				P
Auto dealer (primarily new)	C			C
Auto financing & leasing (indoor; max 250 cars)	P	P		P
Auto glass repair/tinting	C			P
Auto interior shop/upholstery	C			P
Auto laundry or carwash (attended)	C			P
Auto laundry or carwash (unattended)	C			P
Auto muffler shop	C			P
Auto paint shop	C			P
Auto repair (major)	C			P
Auto repair (minor)	C			P
Auto repair as an associated use to retail sales	C			P
Auto tire repair/sales (indoor)	P			P
Auto wrecker service				P
Automobile accessory installation (minor)	C			P
Full service carwash (detail shop)	C			P
Limousine/taxi service	C			P
Parking lot structure, commercial (auto)	P	P		P
Quick lube/oil change/minor inspection	P			P
Rental car/sales	P			P
Tire dealer, with open storage	C			P
Tire dealer, without open storage	P			P

Character Zones				
Uses	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
AMUSEMENT & RECREATION SERVICES				
Amusement devices/arcade (4 or more devices)	P			P
Amusement park	C			C
Amusement ride	C			C
Amusement services (indoors)	P			P
Amusement services (outdoors)	C			P
Billiard/pool facility (three or more tables)	P			P
Bingo facility	P			P
Bowling center	P			P
Broadcast station (with tower)				C
Carnival	C			C
Country club (private)	P	P	C	P
Dance hall/dancing facility	P			P
Day camp for children	P	P		P
Dinner theatre	P	P		P
Exhibition hall	P	P		P
Fair ground/exhibition area	C	C	C	C
Golf course (miniature)	P			P
Golf course (public/private)	P	C	C	P
Health club (physical fitness)	P	P		P
Indoor sports facility	P	P		P
Motion picture studio, commercial film	P	P		P
Motion picture theater (indoors)	P			P
Museum	P	P	P	P
Park and/or playground	P	P	P	P
Rodeo grounds				C
Skating rink	P			P
Temporary amusement rides (additional zoning requirements for temporary uses)	P	P	P	P
Tennis court (lighted)	P	P	P	P
Theater (non-motion picture)	P	P		P
Travel trailers/R.V.'s (short term stays)				P
Video rental/sales	P	P		P
INSTITUTIONAL & GOVERNMENTAL				
Antenna (commercial)	Sec. 14.04.003			
Antenna (noncommercial)	P	P	P	P

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Assisted living facility	P	P	C	C
Broadcast towers (commercial)	Sec. 14.04.003			
Cellular/wireless communications tower	Sec. 14.04.003			
Child day care (business)	P	P	C	C
Church/place of worship	P	P	P	P
Civic club	P	P		P
Clinic or office (medical)	P	P		P
Community center (municipal)	P	P	P	P
Electrical generating plant				C
Electrical substation				C
Emergency care clinic	P	C		P
Fire station	P	P	P	P
Franchised private utility	P	P	P	P
Fraternal organization	P	C		P
Governmental building (municipal, state or federal)	P	P	P	P
Group day care home	P	C	C	P
Heliport				C
Helistop	C			C
Hospice	P			P
Hospital (acute care/chronic care)	C	C	C	P
Landfill				C
Library (public)	P	P	P	P
Mailing service (private)	P	P		P
Non-profit activities by church	P	P	P	P
Nursing/convalescent home	P	P		P
Orphanage				
Philanthropic organization	P	P		P
Post office (governmental)	P	P	P	P
Radio/Television Tower (Commercial)	C			C
Rectory/parsonage	P	P	P	P
Rehabilitation care institutions	P	C		P
Retirement home/home for the aged	P	P	P	P
School, business/commercial trade	P	P		P
School, driving/defensive driving	P	P		P
School, K through 12 (private)	P	P	P	P

Character Zones				
	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
School, K through 12 (public)	P	P	P	P
Senior center	P	P	P	P
Telephone and exchange, switching or relay station	P	P		P
Wastewater treatment plant (public)	C	C	C	C
Water treatment plant (public)	P	P	P	P
COMMERCIAL & WHOLESALE TRADE				
Book binding	P	P		P
Dry cleaning plant				P
Feed & grain store	C			C
Food processing				P
Furniture craftsman (artisan)	P	P		P
Furniture manufacture	C	C		P
Heating & air-conditioning sales/services	P			P
Manufactured home sales				C
Pawn shop	P			P
Propane Refill	C			P
Propane Exchange	P			P
Recycling center				
Taxidermist				P
Transfer station (refuse/pickup)				P
Veterinarian (outdoor kennels or pens)				P
Warehouse/office warehouse	C			P
Welding shop	P	P		P
Winery	C	C		C
LIGHT MANUFACTURING				
Commercial irrigation well	P	P	P	P
Concrete or asphalt batching plant (temporary)	C	C	C	C
Concrete or asphalt batching plant (permanent)				C
Contractor's office/sales (no outside storage)	C	C	C	C
Contractor's temporary on-site construction office	C	C	C	C
Electronic assembly	C			P
Engine motor manufacturing/re-manufacturing				P
Heavy manufacturing				C
Laboratory equipment manufacturing	C			P
Light manufacturing				P

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Machine shop	C			P
Maintenance & repair service for buildings	C			P
Micro brewery/sales and consumption (on-site mfg.) with distribution	C			P
Micro brewery/sales and consumption (on-site mfg.) without distribution	P	P		P
Mining/drilling				P
Open storage/outside storage	C	C		C
Plumbing shop				P
Research lab (non-hazardous)	C	C		P
Recycling center				
Sand/gravel sales (storage)				C
Sign manufacturing	P			P
Stone/clay/glass manufacturing				C

- b.** Conditional Uses. Conditional uses shall be processed in accordance with article 14.03, division 2. Notifications for conditional uses shall be done for properties within 200 feet of subject property.

6. Character Zones and Development Standards.

- a.** All standards marked “flexible” shall be defined during the CP/GDP submittal.

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
1. Building and Site Standards				
a. Principal Building Height*	No maximum	5 stories or 65 feet	3 stories or 45 feet	No maximum
* Building height shall be measured in number of stories. Habitable attics and mezzanines shall be excluded from the height calculation as long as they do not exceed 50% of the floor area of a typical floor in the same building. Heights shall be measured to the top of parapet or to the eaves of a pitched roof.				
b. Setbacks (max. and min.)**	Note about measuring setbacks: In cases where the ROW is established at or behind the curb line of streets, setbacks shall be measured from the edge of the pedestrian easement or streetscape zone or utility easement closest to the building face along that street.			
Front – Pedestrian Oriented Streets	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'
Front – Corridors (Preston Road)	Min. setback = 20'; Max. setback = flexible	Min. setback = 20'; Max. setback = flexible	Min. setback = 20'; Max. setback = flexible	Min. setback = 20'; Max. setback = flexible
Front – General Streets	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible
Side	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
Rear	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible	Min. setback = 0'; Max. setback = Flexible
**Minimum and/or maximum setback standards shall be proposed by the applicant for each character zone based on the above criteria and Development Standards established in this PD. All buildings shall be required to meet Fire Code and International Building Code as adopted by City of Celina.				
**Specific standards for curvilinear streets may be proposed.				
^ Maximum setbacks along pedestrian oriented streets that are along improved public space (park, plaza or other civic feature) between the street/sidewalk and building face may exceed the standards established in this table by the total width of the open space.				
c. Minimum Building Frontage ^ε				
Pedestrian Oriented Frontage	60%	50%	30%	Flexible
All other Frontages	None required	None required	None required	None required
^ε Corner building facades at street intersections shall be built within the setback range for a minimum of 30' from the corner along both streets or the width of the corner lot, whichever is less. This standard shall apply to any street intersection with a Pedestrian Oriented Street designation (even if the cross street has a General Frontage designation).				
d. Accessory buildings	Permitted	Permitted	Permitted	Permitted
Standards for accessory buildings, structures and dwellings shall be provided by the applicant. The standards shall result in these accessory uses being smaller in size and scale to the principal building. Accessory building should be a necessary component to the primary use.				
e. Principal building orientation	Buildings shall be oriented to a Pedestrian Oriented frontage or toward another focal point such as open space or environmental feature. If neither is available, buildings shall orient towards other street.			
f. Building façade & architectural design standards	The applicant shall propose appropriate building façade and architectural design standards for all the character zones in the development with the application for CP/GDP. They shall be based on the criteria established in this PD.			
2. Block and Lot Standards				
a. Block Type	Regular (square or rectangular) Irregular blocks may be permitted only if natural topography, existing roadways, and/or vegetation prevents a rectilinear grid			
b. Block Perimeter (edge of a block may be created by public or private street, green space, or easement)*	Max. block perimeter = 3,500' (Block perimeter maximum can be exceeded with either public or private roads that create interconnected access within parking areas and/or safe pedestrian connections accessing through the larger block)	Max. block perimeter = 3,000'	Max. block perimeter = 3,000'	Max. block perimeter = Flexible
* A private street or private drive is a street built to subdivision standards but is not dedicated as right-of-way and maintained by private developer, organization or association.				
c. Pedestrian Oriented Development Frontage (Frontages along open spaces shall be considered Pedestrian Oriented development frontage) [#]	Minimum of 20% of all new block frontages to be designated as Pedestrian Oriented Development Frontage	Minimum of 10% of all new block frontages to be designated as Pedestrian Oriented Development Frontage	Not Applicable	Not Applicable
d. Lot Area	No minimum or maximum	1000 sq. ft. minimum	1000 sq. ft. minimum	No minimum or maximum
e. Lot Width	No minimum or maximum	20' width minimum	20' width minimum	No minimum or maximum
f. Minimum Lot Size/Type Mix. Required	None	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 50% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 30% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater	None

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
g. Maximum Lot Coverage	95%	90%	80%	95%
3. Street Design Standards				
These standards shall apply to all new streets, public and private, located in the Planned Development including street established by the City's Master Thoroughfare Plan where feasible. Streets shall provide a safe and inviting walking environment through an interconnected network of roads with sidewalks, street trees, street furniture, and amenities. Cul-de-sacs shall be limited to locations (1) where the lot pattern is not capable of efficient design otherwise or (2) with natural features such as topography or stream corridors that prevent a street connection. Development shall comply with the City of Celina Engineering Design Standards and Standard Details. In the absence of design standard alternative, standards such as the <i>ITE Manual for Designing Walkable Urban Thoroughfares</i> and/or <i>NACTO's Urban Street Guide and Bicycle Guide</i> may be utilized as permitted upon approval of the City Manager, or his/her designee. Bicycle facility widths may be modified based on the City's adopted Master Thoroughfare Plan standards.				
a. On-street Parking (along all internal streets except alleys) • Parallel	Permitted	Permitted	Permitted	Permitted
• Angled (head-in or reverse angled).	Permitted	Permitted	Permitted	Permitted
• Head in perpendicular	Not permitted (unless special condition)	Not permitted	Not permitted	Permitted
b. Parking lane width max. • Parallel • Angled • Head in	8 feet 18-20 feet 9-10 feet	8 feet 18-20 feet	8 feet 18-20 feet	8 feet 18-20 feet 9-10 feet
c. Alleys ² permitted according to City of Celina Engineering Design Standards	Permitted Maximum 20' paved width (except if being used as fire lane)	Permitted Maximum 16' paved width (except if being used as fire lane)	Permitted Maximum 16' paved width (except if being used as fire lane)	Permitted Maximum 20' paved width (except if being used as fire lane)
4. Streetscape Standards				
a. Sidewalks/Trails/Walkways	6 feet (minimum)	5 feet (minimum)	4 feet (minimum)	4 feet (minimum)
b. Street trees	Required	Required	Required unless using a tree in front yard	Permitted
The applicant shall submit a proposed street tree planting plan, including a tree palette and spacing as a part of the Landscape Concept Plan, which shall be reviewed as part of the CP/GDP or may be deferred to Site Plan.				
5. Open Space Standards				
a. Open Space*	Required Squares, greens and plazas	Required Squares, greens, playgrounds, parks and plazas	Required Playgrounds, parks and greens	Not Applicable
*Overall open space allocations in the PD shall be a minimum of 10% of the gross area of the entire site included in the CP/GDP and shall be distributed appropriately between the character zones. Up to 50% of stormwater detention or retention, or preserved and enhanced floodplain (when incorporating passive or active recreation (i.e trails, ball fields, etc.) shall be counted towards the open space requirement within the CP/GDP.				
6. Parking & Screening Standards				
a. Off-street parking minimum*	Non-residential: 1 per 300 sq. ft. (gross interior space) Industrial/Commercial: 1 per 500 sq. ft. (gross interior space, excluding warehouse/storage areas) Multi-Family: 1.5 spaces per unit Single-Family residential with lots 40 feet or less in width: 2 spaces per unit on-site and in a garage** Single-Family residential with lots greater than 40 feet in width: 2 garage spaces plus two additional on-site parking spaces Lodging: .5 spaces per room			
* City manager or designee may modify parking standards based on a shared parking plan or alternative comprehensive parking plan submitted by Applicant.				
** Lots 50 feet in width or less shall have garage access from the side (for corner lots) or from an alley or common/shared driveway at the rear of the lot.				
b. Off-street loading	Encouraged to be placed along an alley or parking area and not be placed along Pedestrian Oriented Streets. Screening required if along a street.			
c. Screening				
1. Trash/recycling receptacles	Required for non-residential uses Flexible for residential uses (along alleys if alleys are provided)			
2. Other utility equipment	See section 7 neighborhood and building design standards			

² Alleys in accordance with the City of Celina Standard Details shall be required for all residential development with lots 50 feet or less in width.

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
3. Loading spaces	Screening required for non-residential uses.			
4. Surface parking areas	Required/Flexible (City standard or applicant may propose alternative screening standards at the time of CP/GDP.)			
7. Landscape and Streetscape				
a. Landscaping# 1. Landscape/Fencing buffer between surface parking and sidewalks/trails and streets (except alleys)	Required only for non-residential uses Landscaping shall be permitted to use fountains, outdoor speakers, and special lighting in gathering spaces, plazas and other public spaces.			
2. Parking lot minimum interior landscaping	Parking islands shall be landscaped and shall include at least one tree in each island that is 5 feet wide or greater or grouping of shrubs and seasonal flowers for areas less than 5 feet wide. Landscaped edges along parking lots shall be landscaped to include trees and shrubs.			
#The applicant shall provide a landscape concept plan with the CP/GDP application that identifies landscape themes and general design approach addressing street tree planting, streetscape treatments, any required screening, parking lot landscaping, and landscaping proposed in all the identified open space areas. Information provided at the CP/GDP phase may be schematic meeting the design intent of the proposed development. All or portions of the Landscape Plan may be deferred until Site Plan as elected by Applicant.				
b. Lighting 1. Street Lighting 2. Building entrances 3. Parking areas, trails, and streets	Required 1. Lighting shall be provided per the City of Celina Engineering Design Standards and Standard Details. 2. Street lighting: a. Pedestrian oriented lighting shall be no taller than 16 feet high and shall be spaced an average of 50 feet on center, coordinated with street trees. 3. Building/Unit Entrances: Shall have a minimum of one sconce or lighting device placed adjacent to the doorway. 4. Parking Areas: Shall be lit according to City Standards. 5. Trails and Sidewalks: In the absence of vehicular oriented lighting, pedestrian oriented lighting shall be used for appropriate lighting of the pedestrian facilities.			

7. Neighborhood and Building Design Standards

a. General Layout Standards.

- i. The CP/GDP shall contain a network of connected streets and walkways that provide a variety of routes and disperse traffic. Streets shall be designed to create a pleasant walking environment with on-street parking and shading treatments where feasible.
- ii. The lots and a variety of buildings shall form a cohesive neighborhood pattern that allows streets to function as civic spaces.
- iii. Driveway sizes and locations shall minimize the impact of the automobile on the public realm.

b. Building Façade.

- i. The minimum ground floor height as measured from the finished sidewalk to the second floor for all vertical mixed-use, commercial and live-work buildings shall be 12 feet. The minimum finished floor height for all upper floors of vertical mixed-use, commercial and live-work buildings shall be 10 feet. The minimum floor to floor height for all other buildings shall be 10 feet.

- ii. All development shall provide ground floor windows on the building façade facing and adjacent to a street (with the exception of alleys) or facing onto an open space.
- iii. The minimum required area of windows and doors on the ground floor for non-residential and vertical mixed-use along pedestrian oriented streets and open space is 60% of the ground floor façade area. Uses requiring special security requirements (banks, jewelry stores or other similar uses) are exempt from this requirement.
- iv. The required area of windows and doors on the ground floor for all other uses and streets is 30% of the ground floor area.
- v. The required area of windows and doors on the upper floors for all uses is 20% of the upper façade area.
- vi. Unless a special security condition, darkly tinted windows and mirrored windows that block two-way visibility shall not be permitted along pedestrian oriented streets.
- vii. Architectural Design and Materials shall ensure that the development and its buildings are of enduring and exemplary quality and design.

c. Building Materials

i. Commercial, Mixed-Use, Non-Residential and Multi-Family Buildings

- 1. At least 80% of each building's façade (excluding doors and windows) along all streets shall be finished in one of the following materials:
 - a. Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, curtain glass, or glass block)
- 2. No more than 20% of each façade along all streets shall use accent materials such as wood, architect metal panel, split-face concrete block, tile, or pre-cast concrete panels.
- 3. EIFS may only be used 8 feet above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.
- 4. For Multi-Family, EIFS shall only be used for trim above the first floor.
- 5. Cementitious-fiber clapboard (not sheet) may only be used on the upper floors only of any commercial frontage on any street or alley façade and shall be limited to no more than 20% along Pedestrian Oriented Streets.

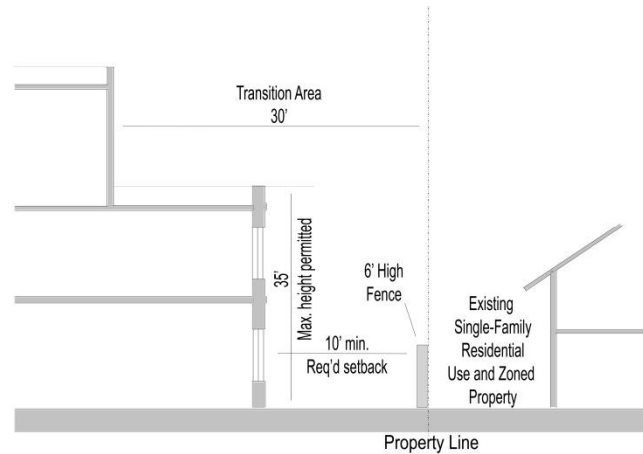
6. Roofing materials visible from any public right-of-way shall be copper, factory finished standing seam metal, slate, synthetic slate, 20-year warrantee composite shingle or materials of comparative durability and lifecycle.

ii. Single-Family Buildings

1. Any street facing façade(s) shall be 100% masonry (excluding windows and doors). A minimum of 75% of all other building facades (excluding doors and windows) shall be finished in one or more of the following materials:
 - a. Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, or glass block)
 - b. Above the eave line, wood or cementitious fiber clapboard (not sheet) may be used to frame façade elements that rise above the roofline (i.e. chimneys, dormers, etc.)
2. No more than 25% of all building facades shall use accent materials such as cementitious-fiber clapboard (not sheet), wood, or architectural metal panel.
3. When building in a traditional single-family architectural style reminiscent of historic Celina homes (i.e. craftsman style), an alternative material palette may be requested with approval by City Staff prior to building permit. Appeals to denial decision shall be considered by PZ and City Council.
4. Roofing materials visible from any public right-of-way shall be copper, factory finished standing seam metal, slate, synthetic slate, 20-year warrantee composite shingle or materials of comparative durability and lifecycle.
5. Roof pitches on single family shall be one of the following:
 - a. Flat or semi-pitched (less than 2% slope) and completely framed by a parapet at least 2 feet in height.
 - b. Other pitched roof types with a minimum 6:12 slope.
 - c. Attached porch roof pitches shall be a minimum of 3:12.
 - d. Other pitches, such as shed roofs, that are desired and established as a traditional architectural style may be submitted for consideration by PZ prior to building permit.

d. Existing Single-Family Transition Standards

- i. The following transition standards shall apply to all new building construction and all upper story additions to existing buildings located adjacent to any existing single-family detached uses and property zoned SFD. This requirement shall NOT apply if an alley or other similar right-of-way separates the subject lot and the existing single-family detached uses.



1. Transition Area shall be 30 feet minimum.
 2. Building Height at and/or within the Transition area shall be 35 feet maximum.
 3. Required side or rear setback shall be 10 feet minimum or match the side or rear setback in the adjacent subdivision with a maximum of 15 feet.
- ii. A Residential Transition Area fence (minimum 6 feet and maximum 8 feet high) shall be required when adjacent to any existing single-family detached residential uses and shall be optional for all other adjacencies. The required fence shall be constructed of masonry or block matching or compatible to the primary building masonry material or a common community masonry material. A 6-foot wide landscape buffer with evergreen shrubs planted at 3' on center and 6' min. in height at maturity shall also be required to be planted within the landscape buffer parallel to the subject single-family residential use property line.
- iii. It is the responsibility of the development to construct and maintain the fence and landscape when constructed as part of the development adjacent to existing single-family detached residential uses.

e. Design of Parking Structures

- i. To the extent possible, the amount of street frontage devoted to a parking structure shall be minimized by placing the shortest dimension(s) of the parking structure along the street edge(s).
- ii. Where above ground structured parking is located at the perimeter of a building with street frontage, it shall be screened in such a way that cars on all parking levels are appropriately screened from view. Architectural screens shall be used to articulate the façade, hide parked vehicles, and shield lighting. Parking garage ramps shall not be visible from any street.



Illustrative Examples of Parking Garage Screening

- iii. Garage parking in a multi-story building shall be behind storefronts or residential units facing any street frontage in order to substantially inhibit and shield views of the garage from adjacent streets.
- iv. Ground floor façade treatment (building materials, windows, and architectural detailing) shall be continued to the second floor of a parking structure along all streets.



Images showing required façade treatment of parking garages along streets

- v. When parking structures are located at street intersections, corner emphasizing elements (such as towers, pedestrian entrances, signage, glazing, etc.) shall be incorporated.

- vi. Parking structures and adjacent sidewalks shall be designed so pedestrians and bicyclists are clearly visible (through sight distance clearance, signage, and other warning signs) to entering and exiting automobiles.



Images showing appropriate design of Parking Structures

f. Screening of Parking and Equipment

- i. Street screen required. Any frontage along pedestrian oriented streets or open space with surface parking within the setback range shall be defined by a 3-foot high street screen. Furthermore, along all streets (except alleys), service areas shall be screened in such a manner that the service area shall not be visible to a person standing on the property line on the far side of the adjoining street. Required street screens shall be of one of the following:
 - 1. The same building material as the principal structure on the lot; or
 - 2. A vegetative screen composed of shrubs planted to be opaque at maturity; or
 - 3. A combination of the two.
- ii. The required street screen shall be located at the minimum setback line along the corresponding frontage.
- iii. Street screens cannot block any required sight triangles along a cross street or driveway.
- iv. Street screens may include breaks to provide pedestrian access from any surface parking or service area to the public sidewalk.

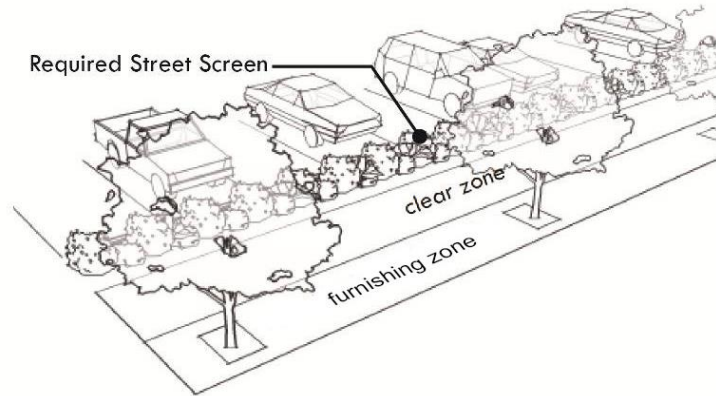


Illustration showing required street screen along all pedestrian oriented street and open space frontages without a building within the setback range

- v. Screening of roof mounted equipment. All roof mounted mechanical equipment (except solar panels) shall be screened from view of a person standing on the property line on the far side of the adjoining street. The screening material used shall be the same as the primary exterior building material used.

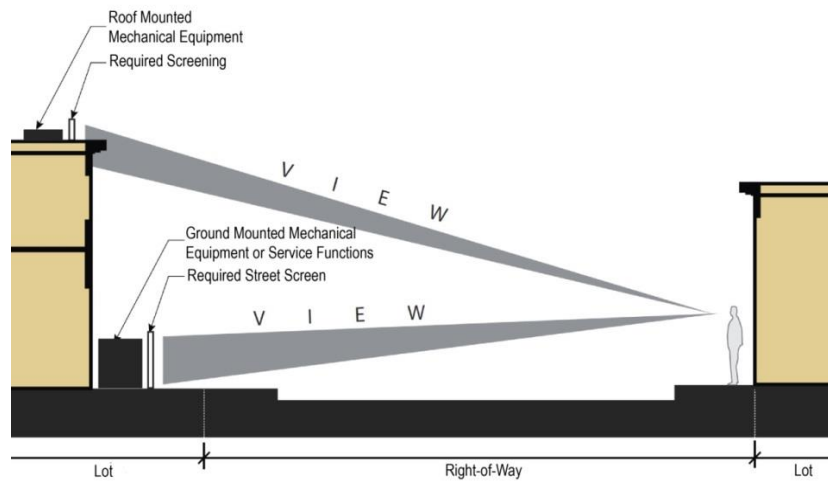
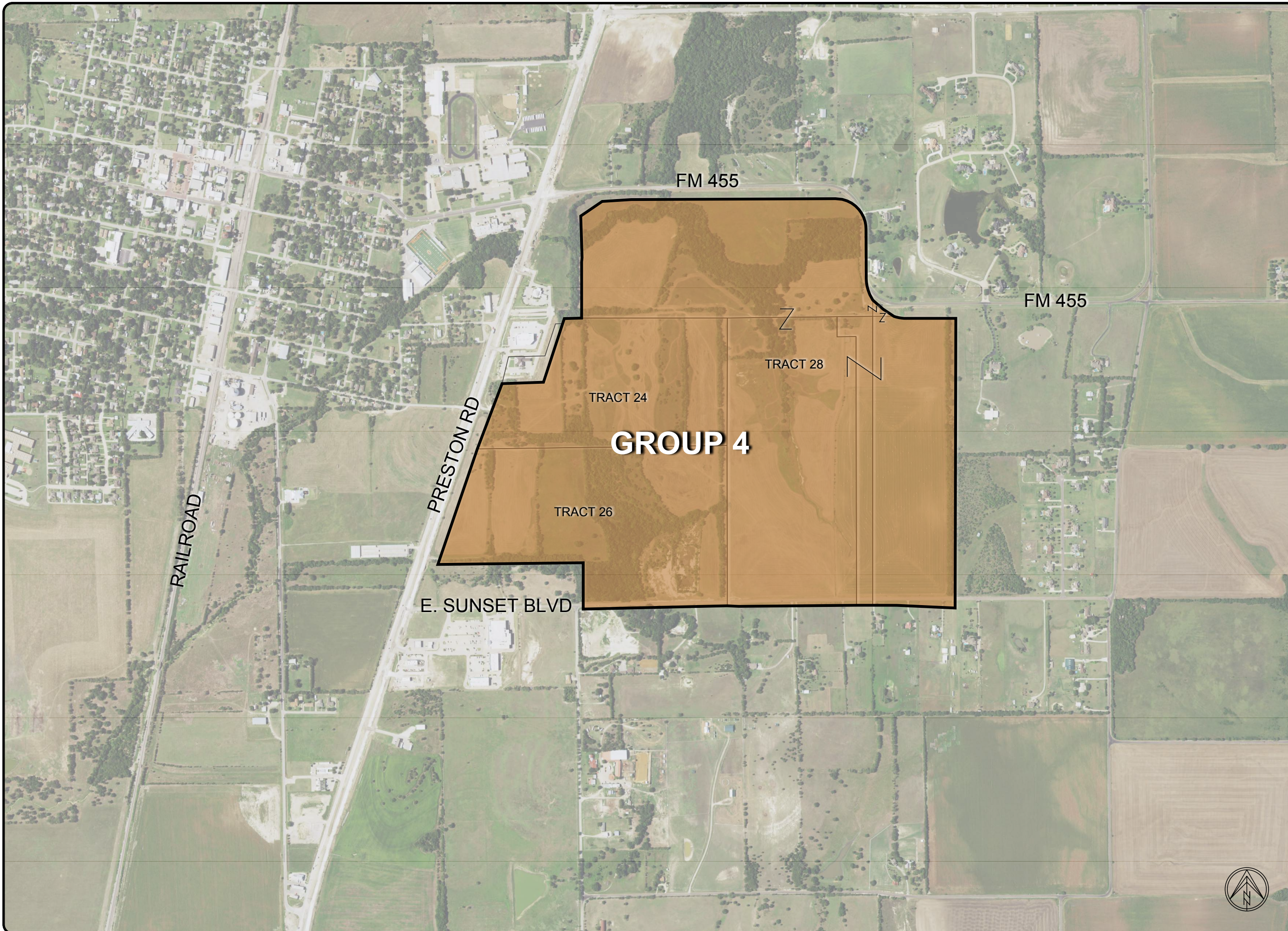


Illustration showing required screening of roof and ground mounted equipment



OLD CELINA LTD.
ZONING GROUP 4

Attachment: Revised Group Exhibit 4 (1834 : Old Celina Ltd. Group 4 Zoning Ordinance)





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Helen-Eve Liebman, Director of Planning and Dev Services
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: CISD School Site Zoning Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 13.416 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in the B.B.B. & C. RR. Survey, Abstract No. 132, Collin County, Texas and is generally located south of W. Cedar Street, west of S. Arizona Drive, east of S. Utah Drive, and north of the future alignment of Sunset Boulevard; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned CF, Community Facilities zoning district. (CISD School Site Rezoning) (Liebman)

Background Information:

The Celina Independent School District has requested that this property be rezoned from its current zoning of PD 8, Planned Development zoning district to CF, Community Facilities zoning district. The school site is a portion of Tracts 12 of the Old Celina Ltd. Planned Development. The total acreage of the area to be rezoned is approximately 13.416 acres

Board Review/Citizen Input:

The City Council notice of the public hearings was published in *The Celina Record* on November 25, 2016. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. Fifty-three (53) property owners were notified by mail on October 28, 2016. As of the printing of this packet, one (1) letter in support of the proposed zoning and no letters opposed have been received.

At the regular Planning and Zoning Commission meeting on November 15, 2016, the Commissioners voted unanimously to recommend approval of the rezoning request.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and deemed it acceptable.

Supporting Documents:

- Ordinance
- Zoning Exhibit
- Legal Description
- Letter of Support

Staff Recommendation:

Staff recommends approval of the rezoning request.

Staff Recommendation:

Staff recommends approval.



Planning & Development Services
City of Celina, Texas

Memorandum

To: The Honorable Mayor Sean Terry and Celina City Council
CC: Rick Chaffin, Interim City Manager
From: Helen-Eve Liebman, AICP, Director of Planning & Development Services
Meeting Date: December 13, 2016
Re: Rezoning Request for CISD School Site Rezoning

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 13.416 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in the B.B.B. & C. RR. Survey, Abstract No. 132, Collin County, Texas and is generally located south of W. Cedar Street, west of S. Arizona Drive, east of S. Utah Drive, and north of the future alignment of Sunset Boulevard; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned CF, Community Facilities zoning district. (CISD School Site Rezoning) (Liebman)

Background Information:

The Celina Independent School District has requested that this property be rezoned from its current zoning of PD 8, Planned Development zoning district to CF, Community Facilities zoning district. The school site is a portion of Tracts 12 of the Old Celina Ltd. Planned Development. The total acreage of the area to be rezoned is approximately 13.416 acres

Board Review/Citizen Input:

The City Council notice of the public hearings was published in *The Celina Record* on November 25, 2016. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. Fifty-three (53) property owners were notified by mail on October 28, 2016. As of the printing of this packet, one (1) letter in support of the proposed zoning and no letters opposed have been received.

At the regular Planning and Zoning Commission meeting on November 15, 2016, the Commissioners voted unanimously to recommend approval of the rezoning request.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Attachment: MEMO CC Old Celina School rezoning 12-13-16 (1835 : CISD School Site Zoning Ordinance)

The City Attorney has reviewed the ordinance and deemed it acceptable.

Supporting Documents:

- Ordinance

Staff Recommendation:

Staff recommends approval of the rezoning request.

EXHIBIT A
Legal Description
CISD School Site

WHEREAS, Celina Independent School District is the owner of a 13.416 acre tract of land situated in the B.B.B. and C.R.R. Survey, Abstract No. 132, Collin County, Texas, and being part of a called 81.528 acre tract of land described in a deed to Rex Glendenning, etux, recorded as instrument No. 94-0026252, Deed Records, Collin County, Texas, said tract being all of that 13.416 acre tract of land conveyed to Celina Independent School District by deed recorded in Volume 5086, Page 5064, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for corner at the northwest corner of said 81.528 acre tract in the north line of Cedar Street;

THENCE South 87° 53' 54" East, along the north boundary line of said 81.528 acre tract a distance of 672.70 feet to a ½ inch rod set for corner at the northeast corner thereof;

THENCE South 00° 01' 29" West, mostly with the east boundary line of said 81.528 acre tract a distance of 824.71 feet passing a 5/8 inch iron rod found for reference at an "El" corner thereof and continuing for a total distance of 914.63 feet to a ½ inch iron rod set for corner in the south right-of-way line for future County Road 56;

THENCE North 87° 15' 08" West, along the south right-of-way line of said future street a distance of 115.05 feet to a ½ inch rod set for corner at the beginning of a curve to the right having a radius of 645.00 feet, a central angle of 22° 25' 00"; and a chord which bears North 76° 02' 38," a distance of 250.75 feet;

THENCE in a Northwesterly direction with said future curving right-of-way an arc distance of 252.35 feet to a ½ inch iron rod set for corner at the point of a reverse curve to the left having a radius of 555.00 feet, a central angle of 24° 50' 29," and a chord which bears North 77° 15' 23," a distance of 238.75 feet;

THENCE in a Northwesterly direction with said future curving right-of-way an arc distance of 240.63 feet to a ½ inch iron rod set for corner at the end of said curve;

THENCE North 89° 40' 38" West, along the south right-of-way line of said proposed street a distance of 100.00 feet to a ½ inch rod set for corner in a west boundary line of said 81.527 acre tract;

THENCE North 00° 17' 49" West, along a west boundary line of said 81.527 acre tract a distance of 76.89 feet to a ½ inch rod set for corner at an "El" corner thereof;

THENCE South 85° 53' 29" East, along a west boundary line of said 81.528 acre tract a distance of 744.59 feet to a place of beginning and containing 13.416 acres of land, more or less.

Filed for Record in
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk
On Sep 18 2003
At 10:18am
Doc/Num : 2003- 0181406
Recording/Type: PL 16.9F
Receipt #: 35946

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

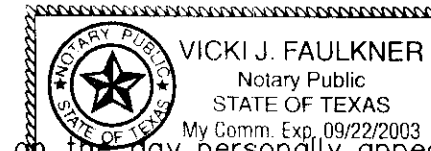
THAT I, CELINA INDEPENDENT SCHOOL DISTRICT, is the owner of the above described property and do hereby adopt this plat designating the herein above described property as LOT 1, BLOCK A, CELINA ELEMENTARY ADDITION, and does hereby dedicate in fee simple to the City of Celina for the public use forever, the streets, alleys, parks, open spaces, easements and public ways shown hereon.

This plat approved subject to all planning ordinances, rules, regulations and resolutions of the City of Celina, Texas.

EXECUTED this the 26th day of March, 2003.

Ken Burks
KEN BURKS, SUPERINTENDENT

STATE OF TEXAS
COUNTY OF COLLIN



BEFORE ME, the undersigned authority, on this day personally appeared KEN BURKS, of Celina I.S.D. person whose name is subscribed to the foregoing instruments and acknowledged to me known to me to be the that he executed the same for the purpose and consideration therein stated, and the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26 day of March, 2003.

Vicki J. Faulkner
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Accepted this 31st day of March, 2003,
by the City and Planning and Zoning Commission of the City of Celina.

John H. Brown Chairman Scott E. Smith Secretary

Accepted by the City Council of the City of Celina:

Collett Oswald Mayor, City of Celina, Texas Date

The undersigned, the City Secretary of the City of Celina, hereby certifies that the foregoing final plat of LOT 1, BLOCK A, CELINA ELEMENTARY ADDITION to the City of Celina was submitted to the City Council on the 11 day of February, 2003, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

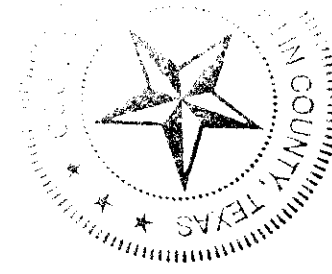
Witness my hand this 31 day of March, 2003.

Vicki J. Faulkner
City Secretary, City of Celina, Texas

NOTES:

- 1) RIGHT-OF-WAY AS SHOWN FOR FUTURE UTAH STREET, FUTURE CEDAR STREET AND FUTURE COUNTY ROAD 56, TOTALING 149,566 SQUARE FEET OF LAND (APPROXIMATELY 3.434 ACRES), IS HEREBY DEDICATED TO THE CITY OF CELINA.
- 2) ALL 1/2" IRON RODS SET FOR CORNER AS SHOWN HEREON HAVE A YELLOW CAP STAMPED R.P.L.S. NO. 3963.

THE UNDERSIGNED WHICH RESTRICTS THE RENTAL OR USE OF THE PROPERTY HEREBY BECAUSE OF THE PROPERTY BEING UNLAWFUL AND UNLAWFUL TO BE USED FOR ANY OTHER PURPOSE.



OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, CELINA INDEPENDENT SCHOOL DISTRICT, IS THE OWNER OF A 13.416 ACRE TRACT OF LAND SITUATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 132, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 81.528 ACRE TRACT OF LAND DESCRIBED IN A DEED TO REX GLENDENNING ET UX, RECORDED AS INSTRUMENT NO. 94-0026252, DEED RECORDS, COLLIN COUNTY, TEXAS, SAID TRACT BEING ALL OF THAT 13.416 ACRE TRACT OF LAND CONVEYED TO CELINA INDEPENDENT SCHOOL DISTRICT BY DEED RECORDED IN VOLUME 5086, PAGE 5064, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND FOR CORNER AT THE NORTHWEST CORNER OF SAID 81.528 ACRE TRACT IN THE NORTH LINE OF CEDAR STREET;

THENCE SOUTH 87° 53' 54" EAST, ALONG THE NORTH BOUNDARY LINE OF SAID 81.528 ACRE TRACT A DISTANCE OF 672.70 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 00° 01' 29" WEST, MOSTLY WITH THE EAST BOUNDARY LINE OF SAID 81.528 ACRE TRACT AT A DISTANCE OF 824.71 FEET PASSING A 5/8" IRON ROD FOUND FOR REFERENCE AT AN "ELL" CORNER THEREOF AND CONTINUING FOR A TOTAL DISTANCE OF 914.63 FEET TO A 1/2" IRON ROD SET FOR CORNER IN THE SOUTH RIGHT-OF-WAY LINE OF FUTURE COUNTY ROAD 56;

THENCE SOUTH 87° 15' 08" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FUTURE STREET A DISTANCE OF 115.05 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 22° 25' 00", AND A CHORD WHICH BEARS NORTH 76° 02' 38" WEST, A DISTANCE OF 250.75 FEET;

THENCE IN A NORTHWESTERLY DIRECTION WITH SAID FUTURE CURVING RIGHT-OF-WAY AN ARC DISTANCE OF 252.35 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE POINT OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 24° 50' 29", AND A CHORD WHICH BEARS NORTH 77° 15' 23" WEST, A DISTANCE OF 238.75 FEET;

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID FUTURE CURVING RIGHT-OF-WAY AN ARC DISTANCE OF 240.63 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE END OF SAID CURVE;

THENCE NORTH 89° 40' 38" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID PROPOSED STREET A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET FOR CORNER IN A WEST BOUNDARY LINE OF SAID 81.528 ACRE TRACT;

THENCE NORTH 00° 17' 49" WEST, ALONG A WEST BOUNDARY LINE OF SAID 81.528 ACRE TRACT A DISTANCE OF 76.89 FEET TO A 1/2" IRON ROD SET FOR CORNER AT AN "ELL" CORNER THEREOF;

THENCE SOUTH 85° 53' 29" EAST, A DISTANCE OF 19.49 FEET TO A 1/2" IRON ROD SET FOR CORNER AT AN INTERIOR CORNER THEREOF;

THENCE NORTH 00° 01' 05" EAST, ALONG A WEST BOUNDARY LINE OF SAID 81.528 ACRE TRACT A DISTANCE OF 744.59 FEET TO THE PLACE OF BEGINNING AND CONTAINING 13.416 ACRES OF LAND.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Robert C. Myers, do hereby certify that I prepared this Plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Carrollton, Texas.

Robert C. Myers
Registered Professional Land Surveyor No. 3963

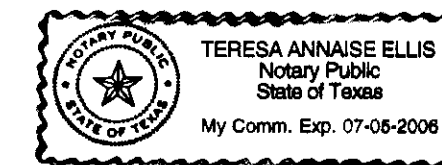
STATE OF TEXAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared Robert C. Myers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity indicated, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of March, 2003.

Robert C. Myers
Notary Public in and for
The State of Texas

My Commission Expires 07-05-2006



S8282

FINAL PLAT LOT 1, BLOCK A CELINA ELEMENTARY ADDITION

OUT OF THE
B.B.B. AND C.R.R. CO. SURVEY, ABSTRACT NO. 132
CELINA, COLLIN COUNTY, TEXAS

DECEMBER, 2002

SURVEYOR:
ANALYTICAL SURVEYS, INC.
707 EASY STREET, GARLAND, TEXAS 75042
(972) 272-6287 FAX (972) 272-8407
CONTACT: CALVIN MYERS

SCALE: 1" = 50'

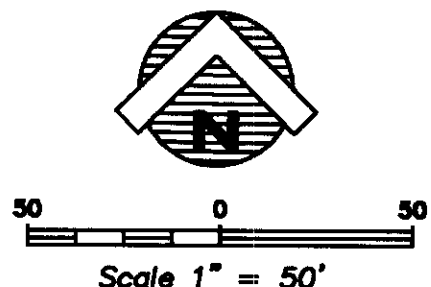
ENGINEER:
GLENN ENGINEERING CORP.
100 DECKER COURT, STE. 250, IRVING, TEXAS 75062
(972) 717-5151
CONTACT: ROBERT HOWMAN

OWNER:
CELINA I.S.D.
P.O. BOX 188, CELINA, TEXAS 75009
(972) 382-2751
CONTACT: KEN BURKS, SUPERINTENDENT

DATE: 12-06-01
JOB NO. R-395
DRAWN BY: TAM

NUMBER	DIRECTION	DISTANCE
L1	N 89°58'21" W	17.67'
L2	S 00°01'29" W	49.38'
L3	S 80°35'19" W	244.05'
L4	N 09°24'41" E	124.84'
L5	N 80°35'19" E	15.00'
L6	S 09°24'41" E	119.74'
L7	N 80°35'19" E	243.37'
L8	N 00°01'29" E	51.66'
L9	S 89°58'21" E	32.67'
L10	N 09°24'41" W	105.57'
L11	N 21°10'58" E	17.69'
L12	S 08°49'02" E	25.00'
L13	S 21°10'58" W	30.50'
L14	S 09°24'41" E	90.50'
L15	S 89°58'55" E	47.34'
L16	S 01°01'05" W	15.00'
L17	N 89°58'55" W	46.59'
L18	EAST	143.63'
L19	SOUTH	15.00'
L20	WEST	143.63'

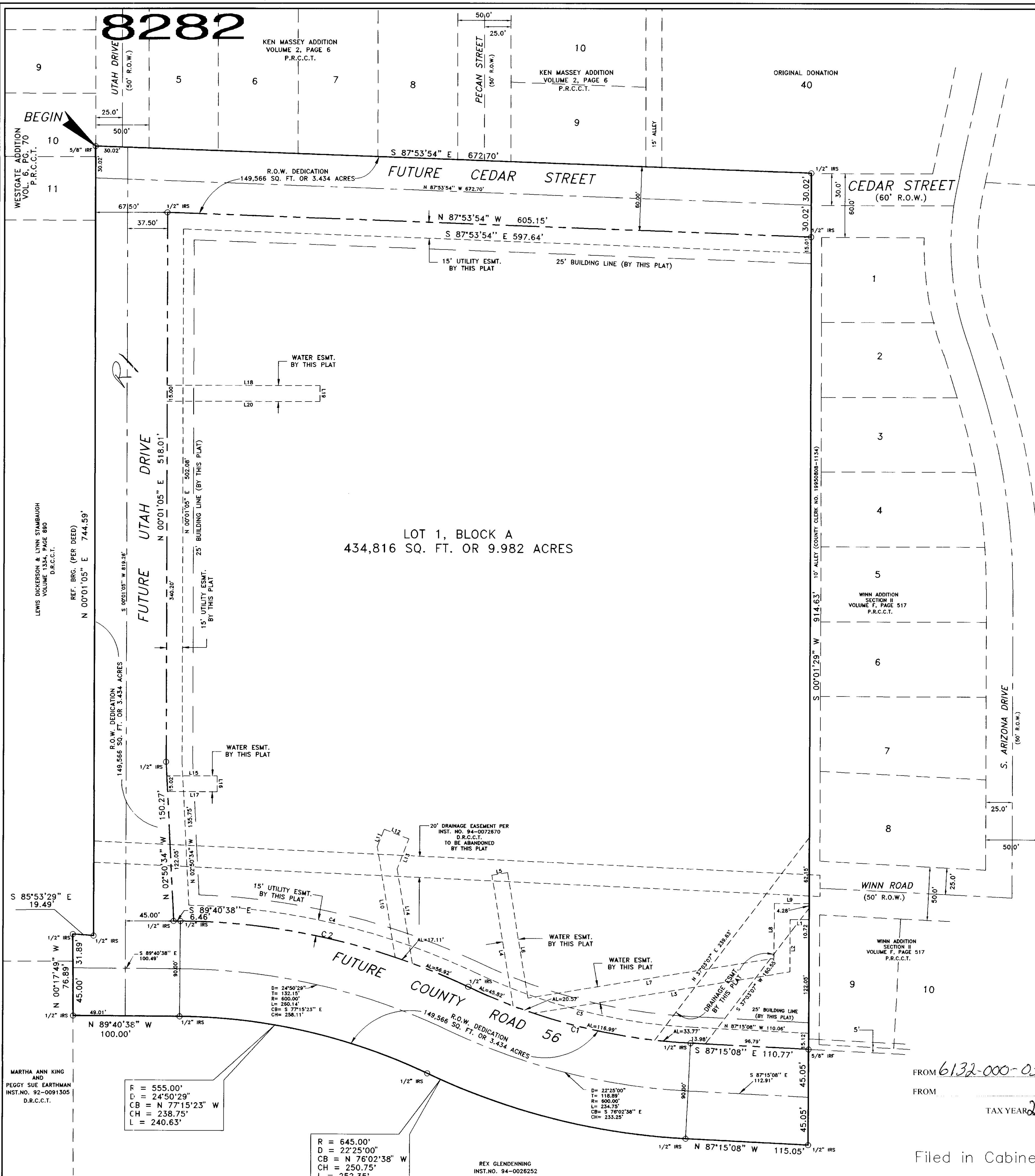
NUMBER	D=	CHB=	T=	R=	L=	CH=
C1	22°25'00"	N 76°02'38" W	109.98	555.00	217.14	215.76
C2	24°50'29"	N 77°15'23" W	142.06	645.00	279.65	277.47
C3	22°25'00"	N 76°02'38" W	107.00	540.00	211.27	209.93
C4	24°10'12"	N 76°55'14" W	141.32	660.00	278.42	276.36



FROM 6132-000-0350

FROM
TAX YEAR 2004

Filed in Cabinet _____, Slide _____



R = 555.00'
D = 24°50'29"
CB = N 77°15'23" W
CH = 238.75'
L = 240.63'

R = 645.00'
D = 22°25'00"
CB = N 76°02'38" W
CH = 250.75'
L = 252.35'

REX GLENDENNING
INST. NO. 94-0026252
D.R.C.C.T.

CITY OF CELINA, TEXAS

ORDINANCE 2016-____

CISD SCHOOL REZONING TO CF, COMMUNITY FACILITIES

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 13.416 ACRE TRACT OF LAND SITUATED IN THE B.B.B. & C. RR. SURVEY, ABSTRACT NO. 132, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF W. CEDAR STREET, WEST OF S. ARIZONA DRIVE, AND NORTH OF THE FUTURE ALIGNMENT OF SUNSET BOULEVARD, CELINA, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "CF" COMMUNITY FACILITIES ZONING DISTRICT;" PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail 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 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “CF, Community Facilities Zoning District” on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B.”

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 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, depicted in Exhibit “A” attached hereto and incorporated herein, as “CF, Community Facilities Zoning District.”

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 depicted on Exhibit “A” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in 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 decisions or enactment.

SECTION 11 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of December, 2016.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Celina School Rezoning Ordinance (1835 : CISD School Site Zoning Ordinance)

EXHIBIT "A"
Legal Description

Attachment: Celina School Rezoning Ordinance (1835 : CISD School Site Zoning Ordinance)

EXHIBIT "B"
Zoning Exhibit

Attachment: Celina School Rezoning Ordinance (1835 : CISD School Site Zoning Ordinance)



**NOTICE OF PUBLIC HEARING TO
PROPERTY OWNER WITHIN 200 FEET OF PROPERTY
SUBJECT TO PROPOSED ZONING CHANGE
ZONING CASE "OLD CELINA LTD – School Site"**

The Celina Planning & Zoning Commission will conduct a public hearing on **November 15, 2016 at 6:30 p.m.** at 112 N. Colorado Street, Celina, Texas to consider the zoning case as described below:

The Planning and Zoning Commission will conduct a public hearing to consider testimony and act upon a rezoning request for a 13.416 acre tract of land (and half of the rights-of-way adjacent to that tract) from PD 8, Planned Development zoning district to CF, Community Facilities zoning district. The property is situated in the B.B.B. & C. RR. Survey, Abstract No. 132, and is generally located south of W. Cedar Street, west of S. Arizona Drive, east of S. Utah Street, and north of the future alignment of Sunset Boulevard. (Old Celina Ltd. School Site Rezoning)

CURRENT ZONING DISTRICT: PD-8 – Planned Development
REQUESTED ZONING DISTRICT: CF – Community Facilities

According to the most recently approved City tax roll, you are the owner of property within 200 feet of the property which is the subject of the proposed zoning change case. The meeting shown above is open to the public, and you will have the right to speak for or against the proposed zoning change during the public hearing portion of the meeting. You may also register your opinion by returning this form to the Department of Planning & Development, 142 N. Ohio Street, Celina, Texas, 75009.

The Planning & Zoning Commission forwards its recommendations for any zoning change to the City Council after conducting a public hearing. Cases recommended for approval are automatically scheduled for a public hearing before the City Council. Cases recommended for denial may be appealed by the applicant within thirty (30) days. At that time a hearing will be scheduled before the City Council.

You may contact the Planning Department, 142 N. Ohio St., Celina Texas, 75009 for additional information, or contact Brooks Wilson by phone at 972-382-2682 Ext. 1023 or by e-mail at bwilson@celina-tx.gov

✂ Cut here

Zoning Case "OLD CELINA LTD – School Site"

November 15, 2016

Members of the Planning & Zoning Commission:

I, Betty Merritt, with property located at 528 S. Alabama, Celina, Texas
(NAME) (ADDRESS)
☒ Support Phone: 972-382-2759
☐ Oppose Email: _____

The proposed zoning changes for the following reasons. (Use extra sheets if more room is needed):

Betty Merritt
SIGNATURE

11-9-16
DATE

Attachment: Letter of Support - Merritt (1835 : Cisd School Site Zoning Ordinance)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robyn Miga, Planner
 Date: December 13, 2016
 Re: Avex 49 Zoning

Action Requested:

The City Council will conduct a public hearing to consider testimony and act upon a rezoning request for a tract of land totaling approximately 49.25 acres from an AG, Agricultural zoning district to a PD, Planned Development zoning district with base zoning designations of SF-R, Single-Family Residential zoning district and MU-2, Regional Mixed Use zoning district. The property is situated in the McKenzie White Survey, Abstract No. 1009, Collin County, Texas and generally located south of Choate Parkway (CR 88), and east of future Coit Road (CR 86). (Avex 49) (Liebman)

Background Information:

The property is currently zoned AG, Agricultural zoning district following its annexation on April 12, 2016 (Ordinance No. 2016-26). The applicant is proposing a Planned Development with the base zoning designations of SF-R, Single Family Residential zoning district and MU-2, Regional Mixed Use zoning district. The 49 acre area is divided into three tracts - Tract A is located south of Choate Parkway, and to the west of future Coit Road, and Tracts B & C are located to the south of Choate Parkway, east of future Coit Road.

Tract A (±3.1 acres):

Located south of Choate Parkway, Tract A will be restricted to commercial, office and retail use and no single family, townhomes, or multi-family development will be permitted. Buildings are proposed to be a maximum of 45 feet in height or two stories. Side and rear yard setbacks (normally fifteen (15) feet and ten (10) feet, respectively) are increased to twenty-five (25) feet when adjacent to single family. Exterior building materials shall follow the Zoning Ordinance.

Tract B (±27 acres)

Located south of Choate Parkway, east of future Coit Road, proposed for commercial, office, multiple-family, and retail. Land area utilized for townhome development is limited in density to nine units per acre. Multi-family and/or commercial buildings adjacent to or across a right-of-way from single-family lots shall be limited to forty-five (45) feet in height or two stories. Buildings located elsewhere within the tracts are proposed to be a maximum of 65 feet in height, or four stories. Side and rear yard setbacks (normally fifteen feet and ten (10) feet, respectively) are increased to twenty-five feet when adjacent to single-family.

Tract C (±5.5 acres):

Located south of Choate Parkway, east of future Coit Road and directly south of Tract B, Tract C is

proposed as a single family detached development. Single family will have an approximate lot mix of 50% sixty foot lots and 50% fifty foot lots. The proposed development standards, such as setbacks and exterior materials, are typical of single family development in Celina.

Comprehensive Plan:

The adopted Comprehensive Land Use Plan calls for Suburban Moderate-High Residential Mix in this area. This designation encompasses the majority of the land area outside the City's commercial core and accommodates a range of housing types including single-family detached and attached dwellings, such as duplexes and townhomes. Supporting office, retail, commercial and entertainment are considered acceptable uses. The non-residential uses are intended to support a much larger area than the immediate neighborhood and will be generally located at intersections. The proposed combination of single family, townhome, commercial, and multiple-family development complies with the Comprehensive Plan.

Thoroughfare Plan:

The Thoroughfare Plan shows one major thoroughfare adjacent to the subject property: CR 86 (future Coit Road) is a six-lane divided highway within 120 feet of right-of-way adjacent to the tract. CR 88 (Choate Parkway), a modified major thoroughfare (four-to-six lanes divided within 100 feet of right-of-way) is adjacent to the tract on the north side.

Board Review/Citizen Input:

A notice of the public hearings was published in *The Celina Record* on October 28, 2016. Per state law, notice of the public hearing is to be sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. None of the properties within 200 feet of the subject property are in the city limits, per the most recent Collin County tax rolls.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Planned Development Regulations
- Concept Plan
- Proposed Ordinance

Staff Recommendation:

Staff recommends approval of the rezoning request as presented.

Staff Recommendation:



Planning & Development Services
City of Celina, Texas

Memorandum

To: The Celina City Council
CC: Rick Chaffin, Interim City Manager
From: Helen-Eve Liebman, Director of Planning & Development Services
Meeting Date: December 13, 2016
Re: Rezoning Request for Avex 49 Tract

Action Requested:

The Planning and Zoning Commission will conduct a public hearing to consider testimony and act upon a rezoning request for a tract of land totaling approximately 49.25 acres from an AG, Agricultural zoning district to a PD, Planned Development zoning district with base zoning designations of SF-R, Single-Family Residential zoning district and MU-2, Regional Mixed Use zoning district. The property is situated in the McKenzie White Survey, Abstract No. 1009, and generally located south of Choate Parkway (CR 88), and east of future Coit Road (CR 86). (AVEX 49 Rezoning)

Background Information:

The property is currently zoned AG, Agricultural zoning district following its annexation on April 12, 2016 (Ordinance No. 2016-26). The applicant is proposing a Planned Development with the base zoning designations of SF-R, Single Family Residential zoning district and MU-2, Regional Mixed Use zoning district. The 49 acre area is divided into three tracts – Tract A is located south of Choate Parkway, and to the west of future Coit Road, and Tracts B & C are located to the south of Choate Parkway, east of future Coit Road.

Tract A (±3.1 acres):

Located south of Choate Parkway, Tract A will be restricted to commercial, office and retail use and no single family, townhomes, or multi-family development will be permitted. Buildings are proposed to be a maximum of 45 feet in height or two stories. Side and rear yard setbacks (normally fifteen (15) feet and ten (10) feet, respectively) are increased to twenty-five (25) feet when adjacent to single family. Exterior building materials shall follow the Zoning Ordinance.

Tract B (±27 acres)

Located south of Choate Parkway, east of future Coit Road, proposed for commercial, office, multiple-family, and retail. Land area utilized for townhome development is limited in density to nine units per acre. Multi-family and/or commercial buildings adjacent to or across a right-of-way from single-family lots shall be limited to forty-five (45) feet in height or two stories. Buildings located elsewhere within the tracts are proposed to be a maximum of 65 feet in height, or four stories. Side and rear yard setbacks (normally fifteen feet and ten (10) feet, respectively) are increased to twenty-five feet when adjacent to single-family.

Attachment: MEMO AVEX 49 rezoning 12.1.2016 (1856 : AVEX 49 Planned Development)

Tract C (±5.5 acres):

Located south of Choate Parkway, east of future Coit Road and directly south of Tract B, Tract C is proposed as a single family detached development. Single family will have an approximate lot mix of 50% sixty foot lots and 50% fifty foot lots. The proposed development standards, such as setbacks and exterior materials, are typical of single family development in Celina.

Comprehensive Plan:

The adopted Comprehensive Land Use Plan calls for Suburban Moderate-High Residential Mix in this area. This designation encompasses the majority of the land area outside the City's commercial core and accommodates a range of housing types including single-family detached and attached dwellings, such as duplexes and townhomes. Supporting office, retail, commercial and entertainment are considered acceptable uses. The non-residential uses are intended to support a much larger area than the immediate neighborhood and will be generally located at intersections. The proposed combination of single family, townhome, commercial, and multiple-family development complies with the Comprehensive Plan.

Thoroughfare Plan:

The Thoroughfare Plan shows one major thoroughfare adjacent to the subject property: CR 86 (future Coit Road) is a six-lane divided highway within 120 feet of right-of-way adjacent to the tract. CR 88 (Choate Parkway), a modified major thoroughfare (four-to-six lanes divided within 100 feet of right-of-way) is adjacent to the tract on the north side.

Board Review/Citizen Input:

A notice of the public hearings was published in *The Celina Record* on October 28, 2016. Per state law, notice of the public hearing is to be sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. None of the properties within 200 feet of the subject property are in the city limits, per the most recent Collin County tax rolls.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Planned Development Regulations
- Concept Plan
- Proposed Ordinance

Staff Recommendation:

Staff recommends approval of the rezoning request as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2016-
AVEX 49 ZONING - PD-79

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 49.25 ACRE TRACT OF LAND SITUATED IN THE M. WILHITE SURVEY, ABSTRACT NUMBER 1009 AND BEING PART OF A TRACT OF LAND CONVEYED TO ROBERT D. FRICK AND SHERYL E. KLINK AS RECORDED IN COUNTY CLERK FILE NUMBER 20060320000357980 DEED RECORDS, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF CHOATE PARKWAY (CR 88), EAST OF CR 86 (FUTURE COIT ROAD), COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 79;" PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

Attachment: Avex 49 PD Ordinance (1856 : AVEX 49 Planned Development)

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 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District No. 79” on a certain tract of land described in in Exhibit “A” and depicted in Exhibits “B” and “C.”

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 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, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District No. 79.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “C;” the development standards set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

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 depicted on Exhibit “A” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in 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 decisions or enactment.

SECTION 11 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of December, 2016.

 Sean Terry, Mayor
 City of Celina, Texas

ATTEST:

 Vicki Faulkner, City Secretary
 City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

 City Attorney
 City of Celina, Texas

Attachment: Avex 49 PD Ordinance (1856 : AVEX 49 Planned Development)

EXHIBIT "A"**AVEX 49
Legal Description****CELINA COIT 49 PARTNERS, LTD 49.25 ACRES**

SITUATED in the State of Texas, County of Collin, being part of the McKenzie Wilhite Survey, Abstract No. 1009, being the same 49.25 acre tract as recorded in Volume 4288, Page 2985 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found marking the northwest corner of said 49.25 acre tract, the intersection of the approximate middle of County Road 88 with County Road 86, the northeast corner of a 168.637 acre tract as recorded in Volume 2711, Page 444 of the Collin County Land Records and also being in the south line of Summerview Country Estates as recorded in Volume M, Page 420 of the Collin County Map Records;

THENCE with the approximate middle of County Road 88, the north line of said 49.25 acre tract, the south line of said Summerview Country Estates and the south line of Mancuso property as recorded under County Clerk No. 96-0013425 of the Collin County Land Records, South 89°20'05" East, 1255.43 feet to a 1/2-inch iron rod found marking the northeast corner of said 49.25 acre tract and the northwest corner of Bartscht's property as recorded in Volume 4168, Page 1920 of the Collin County Land Records;

THENCE with an east line of said 49.25 acre tract and Bartscht's west line, South 00°33' 13" West, 961.36 feet to a 3/4-inch iron rod found marking Bartscht's southwest corner and Titus' northwest corner as recorded in Volume 1017, Page 123 of the Collin County Land Records; THENCE with an east line of said 49.25 acre tract and Titus' west line, South 00°34'32" West, 748.96 feet to a 1/2-inch iron rod found marking the southeast corner of said 49.25 acre tract and the northeast corner of Bates' property as recorded under County Clerk No. 97-0016473 of the Collin County Land Records;

THENCE with the south line of said 49.25 acre tract and Bates' north line, North 89°20'01" West passing at 1234.60 feet a 1/2-inch iron rod found for reference and continuing for a total distance of 1253.10 feet to a point in County Road 86 marking the southwest corner of said 49.25 acre tract, the northwest corner of Bates' property and being in the east line of the aforementioned 168.637 acre tract;

THENCE along the approximate middle of County Road 86 and the west line of said 49.25 acre tract and east line of said 168.637 acre tract, North 00°29'07" East, 1710.32 feet to the point of beginning and containing 49.25 acres of land.

Exhibit "B"
AVEX 49
Zoning Exhibit



Attachment: Avex 49 PD Ordinance (1856 : AVEX 49 Planned Development)

Exhibit “D”**AVEX 49
Development Regulations****1.0 GENERAL CONDITIONS FOR PD:**

1.1 Conformance to All Applicable Articles of the Celina Zoning Ordinance: Except as amended herein , this PD shall conform to any and all applicable articles and sections of the Zoning Ordinance as it presently exists or may be amended.

1.2 Concept Plan: The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. Because of anticipated development dynamics, it is anticipated that the overall Concept Plan will change from time to time.

An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 14.02.152, except the Director of Planning and Development may approve minor revisions which do not alter the basic relationship of the proposed development to adjacent property, the uses permitted, increase the density, building height, coverage of site, off-street parking ratio, or area regulations as indicated on the approved concept plan.

1.3 Landscape Requirements: Landscaping shall conform to the provisions set forth in the current Zoning Ordinance, as it exists or may be amended.

In areas where trees are required, grouping or spacing trees will be allowed. All trees must be three-inch (3”) minimum caliper diameter at breast height (dbh). Tree spacing shall be a minimum of one (1) tree per fifty (50) linear feet along Choate Parkway and Coit Road. All other landscaping shall comply with the Zoning Ordinance, as it exists or may be amended.

1.4 Screening Standards: All development within this PD District shall comply with the following minimum screening standards:

- A fifteen (15) foot landscape buffer for all lots and all use types backing or siding to Choate Parkway and Coit Road.
- Residential lots adjacent to Choate Parkway and Coit Road: a solid

masonry wall, six (6) feet in height, or a three (3) foot tall landscaped berm with a four (4) foot decorative metal fence and trees spaced at one tree per forty (40) feet of adjacency to the roadways.

- Residential lots adjacent to open space or park land: four (4) foot tall decorative metal fence
- Residential lots adjacent to pocket parks (two (2) acre or less): four (4) foot tall decorative metal fence and trees spaced at one tree per forty (40) feet of adjacency to the roadways.
- Commercial lots adjacent to Residential lots: a solid masonry wall, six (6) feet in height, within a fifteen (15) foot landscape buffer, which shall be the responsibility of the commercial builder.
- Thin wall type wall shall be allowed and considered masonry in addition to the masonry definition provided in the Zoning Ordinance

1.5 Homeowners Association: A Homeowners' Association (HOA) or associations will be established for any single family detached and townhome development areas as the tracts are developed. For all other development areas, including multi- family and commercial lots, a Property Owners' Association or associations will be established.

1.6 Open Space: A minimum of ten percent (10%) of each development area, excluding rights- of- way for collector and larger size streets, shall be devoted to open space for the retail and commercial uses. For all other uses, a minimum of fifteen percent (15%) of each tract's area, excluding rights- of- way for collector and larger size streets, shall be devoted to open space. The open space requirements shall be met for each tract individually as defined on Exhibit C. Open space includes areas used for facilities such as walks, plazas, courts, recreational amenities, detention/retention ponds, amenity centers, buffers, public or private parks, water features and other similar uses and features.

Detention/Retention areas must be amenitized on three (3) sides with improvements. A sidewalk, bench or pavilion constitutes an improvement. Open space includes any parcel of land or water (no minimum dimension) exclusive of public right-of-way, associated with all non-residential and residential development that is generally provided to improve the microclimate and/or aesthetics of the site and that is not covered by buildings, structures, parking or loading areas and driveways.

Open Space Requirements	
Residential Areas	15% Minimum
Retail/Commercial Areas	10% Minimum

Tree Requirement in Detention/Retention Areas:

Detention/Retention HOA lots shall provide five (5) trees for every acre or portion of an acre of detention/retention space. The trees that are provided shall be irrigated.

Other than the provisions of open space required by this Section 1.6, no park land dedication or construction of park improvements shall be required. Park fees will still be required. This Section 1.6 shall serve as the exclusive open space requirement for the Property.

- 1.7 Exterior Construction and Design Requirements: The requirements for exterior construction and masonry standards shall conform to the provisions set forth in the Zoning Ordinance as it exists or may be amended. These standards shall apply to all land use types and includes future amenity centers and other auxiliary uses not yet defined.
- 1.8 Zoning Per Tract: Each of the tracts defined in this PD may be individually amended without impacting the other tracts. If the zoning for one of the tracts (or any portion thereof) within this PD is changed in whole or in part, the remaining tracts retain the zoning described in this PD.

2.0 TRACT DEVELOPMENT STANDARDS

- 2.1 General Description: This PD shall allow uses which conform to the Use Regulations specified in the Zoning Ordinance as it exists or may be amended. The base zoning for Tracts A and B shall be the MU- 2, Mixed Use Regional, District as described in the Zoning Ordinance as it exists or may be amended, except as otherwise herein modified. The base zoning for Tract C shall be the SF- R, Single Family Residential zoning district as described in the Zoning Ordinance as it exists or may be amended except as otherwise set forth herein.

MIXED USE: COMMERCIAL

- 2.2 Permitted Uses: The following uses shall be allowed within Tracts A or B without requiring a Conditional Use Permit:
 - a. Agricultural Uses: Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards and aviaries.
 - b. Amenity Center
 - c. Amusement Services (indoors)
 - d. Armed services recruiting center

- e. Artist studio
- f. Assisted living facility
- g. Auto supply store for new & rebuilt parts with no outside storage or display
- h. Bakery or confectionary (retail)
- i. Bank/credit unions
- j. Child day care (business)
- k. Church/ place of worship
- l. Community Facility Uses (Sec. 14.03.03)
- m. Community home
- n. Concrete or asphalt batching plant (temporary)
- o. Contractor's office/sales (with outside storage)
- p. Convenience store (with or without gas sales)
- q. Day camp for children
- r. Data Center
- s. Drapery, blind or furniture upholstery shop
- t. Dwelling, multiple- family (limited to max of 15 acres and 360 units within the entire PD)
- u. Dwelling, single family attached (no duplexes)
- v. Dwelling, single family detached
- w. Family home (adult or child care)
- x. Feed and grain store (with outdoor display/storage- shall be screened and may not exceed fifteen percent of the total gross floor area of the entire structure)
- y. Food or grocery store
- z. Franchised Public Utility
- aa. Fraternal organization, lodge or union
- aa. Garden shop (inside storage)
- bb. General retail store
- cc. Group day care home
- dd. Household appliance service and repair
- ee. Kiosk providing a service and located to the side or rear of the primary building and allowed only in conjunction with the primary use.
- ff. Laundry/dry cleaning (drop off/pick up)
- gg. Landscaped Entry Features
- hh. Living quarters on-site with a business
- ii. Marketing center
- jj. Medical facilities
- ll. Motorcycle sales and repair- no outdoor display
- mm. Municipal facility
- nn. Nursery (with outdoor retail sales- shall be screened and may not exceed 50% of the total gross floor area of the entire structure)
- oo. Nursing/convalescent home
- pp. Office center

- qq. Offices (professional, medical and general business)
- rr. Office/warehouse
- ss. Parking lot structure, commercial (auto)
- tt. Parks (public and private)
- uu. Personal services shop
- vv. Pet and animal grooming shop with no outdoor runs
- ww. Propane sales (retail) – tank exchange only, no tank filling
- xx. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
- yy. Residential loft above commercial/retail
- zz. Restaurant (drive-in service)
- aaa. Restaurant (with drive-through service)
- bbb. Restaurant (with no drive-through service)
- ccc. Retirement housing for the elderly
- ddd. Studio for radio or television (without tower)
- eee. Temporary structures for storage of building materials and equipment used for initial construction, when on the same or adjoining lot, for a period not to exceed the duration of construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage.
- fff. Theater or playhouse (indoor)

2.3 Uses Permitted with a Conditional Use Permit: The following uses shall be allowed within Tracts A or B with an approved Conditional Use Permit:

- a. Amusement park
- b. Amusement ride
- c. Amusement services (outdoors)
- d. Auto dealer (primarily new)
- e. Auto laundry or carwash
- f. Auto repair (major)
- g. Auto repair (minor)
- h. Bed and breakfast
- i. Caretaker's/guard's residence
- j. Carnival
- k. Club, private (class I & II)
- l. Community home
- m. Dry cleaning plant
- n. Fair ground/exhibition area
- o. Farmers market (public)
- p. Funeral Home without crematory
- q. Home improvement center (lumber yard)

- r. Hotel
- s. Kiosk as an accessory use
- t. Micro-brewery/sales and consumption (on-site manufacturing)
- u. Mini- warehouse/self- storage
- v. Nursery (grown for commercial purposes)
- w. Office warehouse
- x. Outdoor retail sales/commercial promotion
- y. Rehabilitation care facility
- z. Rehabilitation care institution
- aa. Rooming/boarding house
- bb. cc. Security quarters (live-in)
- dd. Telemarketing agency
- ee. Temporary amusement rides
- ff. Temporary business (non-holiday related, 6 months or less) gg.
- Tire dealer without open storage/display

2.4 Prohibited Uses: The following uses shall not be allowed anywhere within this PD:

- a. Check Cashing Services
- b. Motels
- c. Permanent concrete or asphalt batch plant
- d. Recycling Kiosk
- e. Sexually Oriented Business

2.5 Temporary/Seasonal Sale Uses:

- i. For all temporary or seasonal uses, temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty- five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved surface. Structures may only occupy parking spaces if the spaces are in excess of the minimum required parking based on the City of Celina parking ratios. Restroom facilities must be provided.
- ii. Large shipping containers may be placed in the rear of retail uses if they are entirely screened from view. The screening must be provided by a masonry wall (brick or finished CMU) a minimum of

eight (8) feet in height or the height of the container, whichever is greater. The wall must be composed of materials that match those used on the main structure.

2.6 Commercial Location: The following requirements shall pertain to all non-residential uses. Deviations from these requirements may occur if approved pursuant to a zoning amendment utilizing procedures set forth in the Zoning Ordinance as it exists or may be amended. Stand- alone, non- residential uses may be located anywhere on Tract A and Tract B.

2.7 Building and Area Requirements:

a. Height Regulations:

i. Main Building(s) including parking garages:

Buildings directly adjacent to or across a right-of-way from single family lots (including those north of Choate Parkway) are limited to two (2) stories or a maximum height of forty- five (45) feet unless one (1) additional foot of setback is added per each additional foot of height above that maximum.

Buildings not adjacent to or across a right-of-way from single family lots are limited to four (4) stories or a maximum height of sixty-five (65) feet.

Antennae and other architectural projections not used for occupancy may extend above these height limits.

ii. Accessory building(s) other than parking garages: These buildings shall not exceed a maximum of one (1) story or sixteen (16) feet in height.

b. Density: The permitted floor to area ratio (FAR) of all integrated and stand- alone non- residential uses within the PD shall be a maximum of 0.65.

c. Building Size: There shall be no limitation for non- residential uses and/or buildings, except for a standalone single retail user. The maximum permitted building footprint for a standalone single retail user shall be 200,000 square feet, provided that all sections of the PD are fulfilled.

- d. Front Yard: The minimum depth of the front yard shall be twenty- five (25) feet.
- e. Exterior Side Yard: The side yard shall have a depth of not less than fifteen (15) feet.
- f. Interior Side Yard: No interior side yard is required. All buildings must meet current fire code separation standards.
- g. Exterior Rear Yard: The rear yard shall have a depth of not less than ten (10) feet.
- h. Single Family Adjacency: A minimum twenty- five (25) foot setback is required for any non- single family use that is located adjacent to (and not across a right- of- way from single family lots.
- i. Interior Rear Yard: No interior rear yard is required. All buildings must meet current fire code separation standards.
- j. Minimum Lot Area: 10,000 square feet.
- k. Minimum Lot Width: The minimum lot width shall be 100 feet.
- l. Minimum Lot Depth: None.
- m. Building Coverage: In no case shall more than sixty percent (60%) of the total lot area be covered by the combined area of the main buildings and accessory buildings. Parking structures and surface parking facilities shall be excluded from the coverage computation.
- n. Building Materials: Exterior building materials shall conform to those listed for commercial buildings in the Zoning Ordinance, as it exists or may be amended.

MIXED USE RESIDENTIAL: TOWNHOMES, MULTI-FAMILY & SINGLE FAMILY

- 2.8** Townhome Residential (TH): TH are attached, single family residential townhomes. These units may be located anywhere in Tract B with a maximum density of nine (9) dwelling units per gross acre (du/ga), which may not exceed 17 acres in Tract B.

If TH units are developed within the PD, they shall be developed in accordance with the following criteria:

a. Building Area Requirements:

- | | | |
|-------|------------------------|--|
| i. | Minimum Lot Size: | 2,500 square feet. |
| ii. | Maximum Height: | The primary structure shall not exceed forty- five (45) feet in height as measured to the peak. |
| iii. | Minimum Lot Width: | Twenty (20) feet at the front yard setback line. The minimum lot width is measured at the platted front yard building set back. |
| iv. | Minimum Front Yard: | Fifteen (15) feet. Integral architectural elements of the main structure may extend up to five feet into the front yard. A garage door must be set back a minimum of twenty (20) feet from the property line. A corner lot shall have two front yards. |
| v. | Minimum Side Yard: | Minimum five (5) feet. |
| vi. | Interior Side Yard: | There will be no requirement for separation between units. All buildings shall have a minimum side yard of five (5) feet. No portion of a building may cross a property line. |
| vii. | Minimum Rear Yard: | Fifteen (15) feet. A garage door must be set back a minimum of twenty (20) feet if alley access is provided. |
| viii. | Maximum Lot Coverage: | Eighty- five percent (85%). |
| ix. | Minimum Size Dwelling: | 1,200 square feet. |

- b. Architectural Variation: A townhouse building may not repeat the same unit front façade elevation on the same building more frequently than every fourth unit. For example, if A, B, and C are different elevations and there are six units in a building, then ABCABC is an acceptable elevation mix, and ABABAC is not an acceptable elevation mix.

2.9 Multi- Family Residential (MF): MF are multi- family units. These units may be located anywhere in Tract B but shall not exceed fifteen (15) total acres (excluding open space) within that tract. A maximum density of twenty- four (24) dwelling units per gross acre (du/ga) of land shall be permitted or a maximum of 360 total units.

If MF units are developed within the PD, they shall be developed in accordance with the following criteria:

- a. Building Area Requirements:

Maximum Height:

Buildings directly adjacent to or across a right-of-way from single family lots (including those north of Choate Parkway) are limited to two (2) stories or a maximum height of forty-five (45) feet unless one additional foot of setback is added per each additional foot of height above that maximum.

Buildings not adjacent to or across a right-of-way from single family lots are limited to four (4) stories or a maximum height of sixty-five (65) feet.

- i. Side Yard: Twenty (20) feet adjacent to non- residential and fifty (50) feet adjacent to residential.
- ii. Rear Yard: Twenty (20) feet adjacent to

- iii. Front Yard: non-residential and fifty (50) feet adjacent to residential. Twenty- five (25) feet.
 - iv. Lot Coverage: In no case shall more than sixty percent (60%) of the total lot area be covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, decks, patios, driveways, walks and other paved area including parking areas and parking facilities shall not be included in determining maximum lot coverage.
 - v. Minimum Floor Area: The minimum floor area per dwelling unit shall be 550 square feet for an efficiency unit, 650 square feet for a one-bedroom or studio unit and 780 square feet for a unit with two bedrooms. Any unit greater than two bedrooms shall have an additional 150 square feet per each additional bedroom.
 - vi. Required Parking: Parking requirements for MF development areas shall be one and one- half (1.5) spaces per efficiency and studio units; two (2) spaces per one and two bedroom units; and one (1) additional space per each additional bedroom per unit. Parking is allowed within building setbacks.

- 2.10** Single Family Lot Types (SF- 1 & SF- 2): SF- 1 and SF- 2 are detached, single family residential units on lots with the building area requirements listed below. They may be located anywhere within Tract C.

If these units are developed within the PD, they shall be developed in accordance with the following criteria:

	SF- 1 Lots	SF- 2 Lots
Minimum Lot Area	5,500 square feet	7,000 square feet
Minimum Lot Width	50 feet typical; 40 feet minimum (at right- of- way) on cul- de- sac lots	60 feet typical; 50 feet minimum (at right- of- way) on cul- de- sac lots
Minimum Lot Depth	110 feet typical; 85 feet minimum on cul- de- sac	115 feet typical; 85 feet minimum on cul- de- sac
Maximum Impervious Lot Coverage*	60 percent	60 percent
Minimum Floor Area (air conditioned floor)	1,600 square feet	1,800 square feet
Minimum Front Yard	20 feet	20 feet
Minimum Front Yard on Key Lots	Key lots shall have two front yards	Key lots shall have two front yards
Minimum Rear Yard	20 feet	20 feet
Minimum Side Yard	5 feet generally; 15 feet on corner side yards	5 feet generally; 15 feet on corner side yards
Minimum Front Porch Setback	15 feet	15 feet
Minimum Primary Roof Pitch**	6:12	6:12
Garage Orientation	Garages may face the street or be j- swing type. All front entry garage doors must be in line with, or set back from, the front façade of the home. J- swing garages may protrude up to 5 feet into the front yard setback to ensure additional variations of	
Accessory Building Setbacks	Minimum front yard - 50 feet Minimum side yard generally- 3 feet Minimum side yard for a corner side yard- 15	

Required Off- Street Parking	A minimum of 2 parking spaces within an enclosed garage and 2 unenclosed parking spaces (which may be included within a setback area)
Maximum Height	40 feet or 2.5 stories in height to the highest point of its roof. Accessory structures shall not exceed 25 feet.

* Impervious lot cover limitations apply only to the footprint of an enclosed building, including enclosed garages but excluding patios and porches (covered or uncovered), driveways, sidewalks, and similar improvements that area not part of an enclosed building.

** Primary roof pitch does not include roofs over architectural features or enhancements, such as porches or dormers.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Ayala Tract Annexation Public Hearing

Action Requested:

The Celina City Council will conduct two public hearings at 5:00 P.M. and 5:05 P.M. regarding an involuntary annexation of a 7.646 acre tract of land situated in the Collin County School Land #14 Survey Abstract No. 167, Tract 37, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located east of the BNSF railroad, west of Preston Road, north of CR 53 and south of Business 289. (Ayala Tract) (Liebman)

Background Information:

Below is the anticipated annexation schedule for the property. The property owner has been offered a Chapter 43 Pre-annexation agreement which was not accepted.

- ~~November 08, 2016 - City Council acts on Resolution to set the public hearing dates.~~
- December 13, 2016 - Two separate public hearings are held on the same night (5:00pm & 5:05pm at 112 N. Colorado Dr., Celina, Texas.)
- January 09, 2016 - City Council acts on Ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Property Exhibit.

Staff Recommendation:

N/A



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Ben Rodriguez, Senior Planner
Date: December 13, 2016
Re: Mustang Lakes Phase 2 PID Public Hearing.

Action Requested:

The Celina City Council will conduct a public hearing to consider and discuss the proposed assessments to be levied against the assessable property within the Mustang Lakes Phase 2 Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±682 acre tract of land, situated in the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and generally located north of FM 1461 (Frontier Parkway) and west of FM 2478 (Custer Road). (Mustang Lakes Phase 2 PID) (Liebman)

Background Information:

Pursuant to the provisions of Chapter 372 of the Texas Local Government Code a Public Hearing is required prior to the levying of assessments related to a Public Improvement District. On November 8, 2016 the City Council passed a resolution setting public hearings for the December 13, 2016 City Council meeting.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

N/A



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Ownsby Farms Levy POS and Final SAP resolution

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas, approving the form and authorizing the distribution of a preliminary official statement for the City of Celina, Texas Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #1 project) and approving the form and authorizing the distribution of a Preliminary Official Statement for the City of Celina, Texas Special Assessment Revenue Bonds, series 2017 (Ownsby Farms Public Improvement District Phase #2 Major Improvement Project); and resolving other matters incident and related thereto. (Ownsby Farms) (Liebman)

Background Information:

The Preliminary Official Statement (POS) describes the special assessment revenue bonds, the security in place for the bonds, the sources and uses of the funds, the debt service requirements, the assessment procedures and amounts, and the projects to be financed in the Major Improvement Area

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City's Financial Advisor has assisted in the creation of this resolution

Legal Review:

The City's Land Use Attorney has reviewed the proposed resolution

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2016-____

A RESOLUTION OF THE CITY OF CELINA, TEXAS APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE CITY OF CELINA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017 (OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT) AND APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE CITY OF CELINA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017 (OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #2 MAJOR IMPROVEMENT PROJECT); AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act") authorizes the City of Celina, Texas (the "City") to create a public improvement district within the extraterritorial jurisdiction of the City; and

WHEREAS, pursuant to Resolution 2015-26R adopted by the City Council (the "City Council") of the City on June 9, 2015, the City has created the "Ownsby Farms Public Improvement District" (the "PID");

WHEREAS, CADG OWNSBY FARMS, LLC (the "Developer") owns all property within the PID and intends to develop the property within the PID;

WHEREAS, the City intends to issue the bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #1 Project)" (the "Phase #1 Bonds") and "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #2 Major Improvement Project)" (the "Major Improvement Bonds", and together with the Phase #1 Bonds, the "Bonds") to fund certain improvements in the PID as authorized by the PID Act; and

WHEREAS, there has been presented to this City Council a Preliminary Official Statement relating to each series of the Bonds (together, the "Preliminary Official Statements"); and

WHEREAS, this City Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Official Statements and authorize the use of the Preliminary Official Statements in the offering and sale of the respective Bonds by the underwriter of the Bonds, RBC Capital Markets, LLC, under the conditions outlined herein.

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

SECTION 1. THAT the form and content of the Preliminary Official Statements are hereby approved with such changes, addenda, supplements or amendments as may be approved by the City Manager.

SECTION 2. THAT the City hereby authorizes the Preliminary Official Statements to be used by RBC Capital Markets, LLC (the "Underwriter") in connection with the initial marketing and sale of the Bonds; provided that such Preliminary Official Statements shall not be released

to the public without the approval of the Mayor Pro Tem or the City Manager, which approval shall be made in consultation with the City's consultants retained by the City to assist in the issuance of the Bonds.

SECTION 3. THAT the City Council hereby delegates to the Mayor Pro Tem or the City Manager the authority to approve release of the Preliminary Official Statements to the public for use in marketing the Bonds under the conditions outlined herein.

SECTION 4. THAT City staff is authorized and directed to do all things proper and necessary to carry out the intent hereof.

SECTION 5. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

[Execution page follows.]

ADOPTED, PASSED, AND APPROVED on this the 13th day of December, 2016.

Chad Anderson, Mayor Pro Tem

ATTEST:

Vicki Faulkner, City Secretary

(City Seal)

Attachment: Ownsby Farms PID POS Resolution (1781 : Ownsby Farms Levy POS and Final SAP resolution)

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for purposes of federal income taxation under existing law, subject to the matters described under "TAX MATTERS" herein. See "TAX MATTERS – Tax Exemption" herein for a discussion of Bond Counsel opinion, including a description of certain alternative minimum tax consequences for corporations.

\$4,465,000¹

**CITY OF CELINA, TEXAS,
(a municipal corporation of the State of Texas located in Collin and Denton Counties)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT)**

Dated Date: [DOCUMENT DATE], 2017**Due: September 1, as shown on the inside cover****Interest to Accrue from Date of Delivery**

The City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #1 Project) (the "Bonds"), are being issued by the City of Celina, Texas (the "City"). The Bonds will be issued in fully registered form, without coupons authorized denominations of \$25,000 of principal amount and any integral multiple of \$5,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover page hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months, and will be payable on each March 1 and September 1, commencing September 1, 2017, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), DTC as the registered owner thereof. See "BOOK-ENTRY ONLY SYSTEM."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), an ordinance expected to be adopted by the City Council of the City (the "City Council") on _____, 2017, and an Indenture of Trust, dated as of [DOCUMENT DATE], 2017 (the "Indenture"), entered into by and between the City and the Trustee.

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the costs of the "Phase #1 Projects", which consist of Phase #1's proportionate share of the costs of certain public improvements that will benefit the entire Ownsby Farms Public Improvement District (the "District") and (b) the costs of the local infrastructure benefitting only Phase #1 (as defined herein) of the District, (ii) paying a portion of interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds. See "THE PHASE #1 PROJECTS" and "APPENDIX A — Form of Indenture." Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Bonds, when issued and delivered, will constitute valid and binding special obligations of the City payable solely from and secured by the Pledged Revenues, consisting primarily of Assessments (as defined herein) levied against assessable properties in Phase #1 of the District in accordance with a Service and Assessment Plan, all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation. See "SECURITY FOR THE BONDS SIMILARLY SECURED."

The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under subcaption "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds involve a degree of risk and are not suitable for all investors. See "BONDHOLDERS RISKS" and "SUITABILITY FOR INVESTMENT." Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds.

THE BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE "SECURITY FOR THE BONDS SIMILARLY SECURED."

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by the Underwriter, subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Norton Rose Fulbright US LLP, Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See "APPENDIX C — Form of Opinion of Bond Counsel." Certain legal matters will be passed upon for the City by Norton Rose Fulbright US LLP, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Winstead PC, and for the Developer by its counsel, Miklos Legal, PLLC. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2017.

RBC CAPITAL MARKETS, LLC

¹ Preliminary; subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS, AND CUSIP NUMBERS

CUSIP Prefix: _____ (a)

\$4,465,000*
CITY OF CELINA, TEXAS,
(a municipal corporation of the State of Texas located in Collin and Denton Counties)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT
PHASE #1 PROJECT)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield ____%; CUSIP ____ (a) (b) (c)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield ____%; CUSIP ____ (a) (b) (c)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield ____%; CUSIP ____ (a) (b) (c)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield ____%; CUSIP ____ (a) (b) (c)

* Preliminary; subject to change.

- (a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the City, the City's Financial Advisor or the Underwriter takes any responsibility for the accuracy of such numbers.
- (b) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 1, 20 __, at the redemption prices set forth herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

**CITY OF CELINA, TEXAS
CITY COUNCIL**

<u>Name</u>	<u>Place</u>	Term Expires <u>(May)</u>
Sean Terry	Mayor	2017
Bill Webber	Place 1	2019
Wayne Nabors	Place 2	2018
Andy Hopkins	Place 3	2018
Carmen Roberts	Place 4	2017
Mindy Koehne	Place 5	2017
Chad Anderson	Place 6, Mayor Pro Tem	2019

**INTERIM CITY
MANAGER**

Rick Chaffin

CITY SECRETARY

Vicki Faulkner

DIRECTOR OF FINANCE

Jay Toutounchian

ASSESSMENT CONSULTANT

MuniCap, Inc.

FINANCIAL ADVISOR TO THE CITY

FirstSouthwest, a Division of Hilltop Securities

BOND AND DISCLOSURE COUNSEL

Norton Rose Fulbright US LLP

UNDERWRITER'S COUNSEL

Winstead PC

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REGIONAL LOCATION MAP OF THE DISTRICT

Attachment: CELINA OWNSBY FARMS (2017 Phase #1 Bonds) -- POS 4818-9639-0461 3 (1781 : Ownsby Farms Levy POS and Final SAP

AREA LOCATION MAP OF THE DISTRICT

**MAP SHOWING BOUNDARIES OF
PHASES #1 THROUGH #2 OF THE DISTRICT**

Attachment: CELINA OWNSBY FARMS (2017 Phase #1 Bonds) -- POS 4818-9639-0461 3 (1781 : Ownsby Farms Levy POS and Final SAP

FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE SECURITIES AND EXCHANGE COMMISSION, AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY OFFICIAL STATEMENT, THIS DOCUMENT CONSTITUTES AN OFFICIAL STATEMENT OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN DEEMED "FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NEITHER THE CITY NOR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS OFFICIAL STATEMENT.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS OFFICIAL STATEMENT AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT OR THE RELATED TRANSACTIONS AND DOCUMENTS

OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

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PRELIMINARY OFFICIAL STATEMENT

\$4,465,000*

CITY OF CELINA, TEXAS,

(a municipal corporation of the State of Texas located in Collin and Denton Counties)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017

(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT

PHASE #1 PROJECT)

INTRODUCTION

The purpose of this Official Statement, including the cover page, inside cover and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Celina, Texas (the “City”), of its \$4,465,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #1 Project) (the “Bonds”).

PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. See “SUITABILITY FOR INVESTMENT” and “BONDHOLDERS’ RISKS.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), the ordinance authorizing the issuance of the Bonds expected to be enacted by the City Council of the City (the “City Council”) on _____, 2017 (the “Bond Ordinance”), and an Indenture of Trust, dated as of [DOCUMENT DATE], 2017 (the “Indenture”), entered into by and between the City and The Bank of New York Mellon Trust Company, N.A. as trustee (the “Trustee”). The Bonds will be secured by assessments (“Assessments”) levied against assessable property located within Phase #1 (as described below) of the Ownsby Farms Public Improvement District (the “District”) pursuant to a separate ordinance expected to be enacted by the City Council on _____, 2017 (the “Assessment Ordinance”). The City created the District pursuant to a resolution adopted by the City Council on June 9, 2015 (the “Creation Resolution”).

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Official Statement that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX A — Form of Indenture.”

Set forth herein are brief descriptions of the City, the District, the Administrator (as defined herein), the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the Phase #1 Reimbursement Agreement (as defined herein), the TIRZ Ordinance (as defined herein), Construction, Funding, and Acquisition Agreement (as defined herein), the Redemption Agreement (as defined herein), the Development Agreement (as defined herein), CADG Ownsby Farms, LLC, a Texas limited liability company (the “Developer”), and MuniCap, Inc. (the “Assessment Consultant”), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, RBC Capital Markets, LLC, 2 Embarcadero Center, Suite 1200, San Francisco, California 94111, Phone: (415) 445-8675. The Form of Indenture appears in APPENDIX A and the Form of Service and Assessment Plan appears in APPENDIX B. The information provided under this caption “INTRODUCTION” is intended to provide a brief overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

* Preliminary; subject to change.

PLAN OF FINANCE

Development Plan

The Developer's plans consist of the development of the District in phases beginning with the concurrent development of a portion of the major infrastructure to serve the entire District as well as local infrastructure to serve the initial phase ("Phase #1") of the District followed by one subsequent phase, Phase #2 (as defined below), of development of local and major infrastructure to serve Phase #2. See "THE DEVELOPMENT – Development Plan". The term "Phase #2" is used herein to describe all of the property within the District excluding Phase #1. The boundaries of the District and each of the planned phases are shown in the "MAP SHOWING BOUNDARIES OF PHASES #1 THROUGH #2 OF THE DISTRICT" on page v.

Proceeds of the Bonds will be used primarily to finance (i) a portion of the costs of (a) Phase #1's proportionate share of the costs of certain public improvements that will benefit the entire District (the "Major Improvement Projects") and (b) the local infrastructure improvements benefitting only Phase #1 of the District (collectively, the "Phase #1 Projects"), (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds. The Bonds will be secured by Assessments on property within Phase #1 of the District. See "THE PHASE #1 PROJECTS" and "SECURITY FOR THE BONDS SIMILARLY SECURED."

The City will enter into a reimbursement agreement with the Developer (the "Phase #1 Reimbursement Agreement") to finance a portion of the costs of the Phase #1 Projects not paid with proceeds of the Bonds. The Bonds and the Phase #1 Reimbursement Agreement are both secured by the Assessments; however, the payment of debt service on the Bonds from the Assessments is superior in right to payment of obligations under the Phase #1 Reimbursement Agreement. A portion of the City's obligations under the Phase #1 Reimbursement Agreement are expected to be financed through the issuance of additional bonds by the City (the "Additional Bonds") and secured by Assessments previously securing the Phase #1 Reimbursement Agreement. The Developer anticipates that Additional Bonds will be issued in 20__ The estimated par amount of such Additional Bonds is forecasted to be approximately \$1,252,243*. See "SECURITY FOR THE BONDS – Additional Bonds" for a description of certain conditions precedent to the issuance of Additional Bonds.

The City will pay projects costs for the Phase #1 Projects from proceeds of the Bonds. The Developer will submit reimbursement requests on a monthly basis for costs actually incurred in developing and constructing the Phase #1 Projects and be reimbursed in accordance with the Indenture and the Phase #1 Construction, Funding, and Acquisition Agreement (the "Construction, Funding, and Acquisition Agreement"). See "THE PHASE #1 PROJECTS – General," "THE DEVELOPMENT – Development Plan" and "APPENDIX F - Form of Construction, Funding, and Acquisition Agreement. At delivery of the Bonds, the Developer expects to advance funds in the approximate amount of \$4,556,960* in order to pay for a portion of the costs of the Phase #1 Projects not anticipated to be financed with the proceeds of the Bonds, and such amount shall be reimbursed to the Developer in the future pursuant to the Phase #1 Reimbursement Agreement. See "SOURCES AND USES OF FUNDS".

Concurrently with the issuance of the Bonds, the City will issue its \$1,765,000* City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #2 Major Improvement Project) (the "Phase #2 Major Improvement Bonds") to finance a portion of Phase #2's proportionate share of the costs of the Major Improvement Projects. The Phase #2 Major Improvement Bonds will be secured by assessments on property in Phase #2 of the District only. See "MAP SHOWING BOUNDARIES OF PHASES #1 THROUGH #2 OF THE DISTRICT" on page v.

The City expects to issue one or more series of area bonds (collectively, the "Phased PID Bonds") to finance the cost of (i) additional Major Improvement Projects allocable to Phase #2 and (ii) local improvements benefitting Phase #2. The estimated costs of the additional Major Improvement Projects allocable to Phase #2 and

* Preliminary; subject to change.

the local improvements benefiting Phase #2 of the District will be determined as Phase #2 is developed, and the Service and Assessment Plan will be updated to identify the Public Improvements to be constructed within Phase #2 and financed by each new series of Phased PID Bonds. Such Phased PID Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within Phase #2. The Developer anticipates that Phased PID Bonds will be issued over a ____ year period. See “THE DEVELOPMENT – Phased PID Bonds”.

The Bonds (including any Additional Bonds), the Phase #2 Major Improvement Bonds, and any Phased PID Bonds issued by the City are separate and distinct issues of securities secured by separate assessments. Any Additional Bonds issued by the City will likewise be separate and distinct issues of securities and will be secured by the portion of the Assessments currently securing the Phase #1 Reimbursement Agreement. The Phase #2 Major Improvement Bonds and any future Additional Bonds or Phased PID Bonds to be issued by the City are not offered pursuant to this Official Statement.

Status of Lot Purchase and Sale Agreements

The Developer has entered into Lot Purchase and Sale Agreements with First Texas Homes, Megatel Homes III, LLC, and Pulte Homes of Texas, L.P. Collectively, these homebuilders have contracted to purchase all lots within Phase #1 of the District. In addition to entering Lot Purchase and Sale Agreements for lots within Phase #1, the Developer has entered into Lot Purchase and Sale Agreements with these same merchant builders for the purchase of lots in Phase #2. Collectively, these homebuilders have contracted to purchase 371 lots out of the 372 expected total lots within the District (or 99.7% of total lots expected for the District).

The Bonds

Proceeds of the Bonds will be used primarily to finance (i) a portion of the costs of the Phase #1 Projects, which consist of (a) Phase #1's proportionate share of the costs of the Major Improvement Projects and (b) the costs of the local infrastructure benefitting only Phase #1 of the District, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds. To the extent that a portion of the proceeds of the Bonds is allocated for the payment of the costs of issuance of the Bonds and less than all of such amount is used to pay such costs, the excess amount may, at the option of the City, be transferred to the Phase #1 Account of the Project Fund (both defined herein) or to the Principal and Interest Account of the Bond Fund to pay interest on the Bonds. See “THE PHASE #1 PROJECTS,” “APPENDIX A – Form of Indenture” and “SOURCES AND USES OF FUNDS.”

Payment of the Bonds is secured by a pledge of and a lien upon the Pledged Revenues, consisting primarily of Assessments to be levied against the assessable parcels or lots within Phase #1 of the District, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE BONDS SIMILARLY SECURED,” “ASSESSMENT PROCEDURES” and “APPENDIX A - Form of Indenture.” **The Bonds shall never constitute an indebtedness or general obligation of the City, the State or any other political subdivision of the State, within the meaning of any Constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.**

When compared to the estimated aggregate retail value of the assessable property in Phase #1 of the District (\$13,400,000), the principal amount of the Bonds has an estimated value to assessment burden ratio of 3.00² to 1. See “APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Value to Assessment Burden Ratio.”

² Preliminary; subject to change.

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Official Statement. Interest on the Bonds will accrue from their date of delivery to the Underwriter and will be computed on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will be payable on each March 1 and September 1, commencing September 1, 2017 (each an “Interest Payment Date”), until maturity or prior redemption. The Bank of New York Mellon Trust Company, N.A. is the initial Trustee, Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$25,000 of principal and any integral multiple of \$5,000 in excess thereof (“Authorized Denominations”). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See “BOOK-ENTRY ONLY SYSTEM” and “SUITABILITY FOR INVESTMENT.”

Redemption Provisions

Optional Redemption. **[TO BE CONFIRMED]** The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, on any Interest Payment Date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the prices shown below (expressed as a percentage of par), plus accrued interest to the redemption date.

<u>Redemption Date</u>	<u>Redemption Price</u>
On or after September 1, 20__	103 %
On or after September 1, 20__	102 %
On or after September 1, 20__	101 %
On or after September 1, 20__	100 %

Extraordinary Optional Redemption. **[TO BE CONFIRMED]** The Bonds are subject to extraordinary optional redemption by the City prior to their scheduled maturity on the first day of any month after the required notice of redemption at a redemption price equal to 100% of the principal amount of the Bonds, or portions thereof, to be redeemed plus accrued interest to the redemption date from amounts on deposit in the Redemption Fund as a result of (i) Prepayments, including related transfers to the Redemption Fund, (ii) unexpended proceeds transferred from the Project Fund to the Bond Fund pursuant to the Indenture, (iii) Foreclosure Proceeds to the extent that such proceeds are not needed to restore deficiencies in the Reserve Account or the Delinquency Reserve Account, (iv) transfers to the Redemption Fund from the Delinquency Reserve Account and the Prepayment Reserve Account pursuant to the Indenture in the event that the Delinquency Reserve Account contains the Delinquency Reserve Requirement and the Prepayment Reserve Account contains the Prepayment Reserve Requirement and (v) transfers to the Redemption Fund made pursuant to the Indenture in the event that the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds. Unexpended proceeds shall be transferred to the Redemption Fund only in the event that the City Representative determines that amounts then on deposit in the Phase #1 Improvement Account of the Project Fund or the Phase #1 Major Improvement Account of the Project Fund are not expected to be expended for the purpose of the Project Fund due to the abandonment, or constructive abandonment, of the Phase #1 Project such that, in the opinion of the City Representative, it is unlikely that the amounts in the Project Fund will ever be expended for the purposes of the Phase #1 Improvement Account of the Project Fund or the Phase #1 Major Improvement Account of the Project Fund. See “ASSESSMENT PROCEDURES — Prepayment of Assessments” for a description of Prepayments. Also, see “No redemption shall be made which results in a Bond remaining outstanding in a principal amount less than an Authorized Denomination. See “APPENDIX A — Form of Indenture.”

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price of 100% of the Sinking Fund Installment thereof, plus accrued and unpaid interest to the redemption date, from monies available for such purpose

in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedules:

\$ _____ Term Bonds Maturing September 1, 20__ *

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	
September 1, 20__†	

\$ _____ Term Bonds Maturing September 1, 20__ *

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	
September 1, 20__†	

\$ _____ Term Bonds Maturing September 1, 20__ *

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	
September 1, 20__†	

\$ _____ Term Bonds due September 1, 20__ *

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	
September 1, 20__†	

Preliminary, subject to change.

† Stated maturity.

At least forty-five (45) days prior to each mandatory sinking fund redemption date, the Trustee will select a principal amount of Bonds equal to the Sinking Fund Installment amount for such date of such maturity of Bonds to be redeemed, will call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any redemption date pursuant to the any mandatory sinking fund redemption described above shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments for by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions of the Indenture and not previously credited to a mandatory sinking fund redemption.

Notice of Redemption. The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. Any such notice shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice of

redemption having been given as provided in the Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the redemption price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Additional Provisions with Respect to Redemption. If less than all of the Bonds are to be redeemed, Bonds shall be redeemed in minimum principal amounts of \$25,000 or any integral of \$5,000 in excess thereof by any method selected by the Trustee that results in a random selection. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the smallest Authorized Denomination for such Bond.

A portion of a single Bond of a denomination greater than an Authorized Denomination may be redeemed, but only in a principal amount equal to \$25,000 or any integral of \$5,000 in excess thereof. The Trustee shall treat each \$5,000 portion of such Bond as though it were a single bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

Upon surrender of any Bond in part, the Trustee, in accordance with the provisions of the Indenture, shall authenticate and deliver in exchange thereof a Bond or Bonds of like tenor, maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond or Bonds so surrendered.

BOOK-ENTRY ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company ("DTC"), New York, New York, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

SECURITY FOR THE BONDS SIMILARLY SECURED

General

THE BONDS SIMILARLY SECURED ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS SIMILARLY SECURED DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SIMILARLY SECURED SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE

INDENTURE. NO OWNER OF THE BONDS SIMILARLY SECURED SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS SIMILARLY SECURED OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

NOTWITHSTANDING THE FOREGOING, THE CITY INTENDS TO CREATE A TAX INCREMENT REINVESTMENT ZONE (THE "TIRZ") WITHIN THE DISTRICT COTERMINOUS WITH THE BOUNDARIES OF PHASE #1 AND INTENDS TO DEDICATE ANNUAL TAX INCREMENT REVENUES COLLECTED, WHICH TAX INCREMENT WILL CONSIST OF AN AMOUNT NOT TO EXCEED \$0.2232 PER \$100 ASSESSED VALUATION OF ALL REAL PROPERTY IN THE PHASE #1 OF THE DISTRICT TAXABLE BY THE CITY, TO THAT PORTION OF THE COSTS OF THE LOCAL INFRASTRUCTURE BENEFITTING ONLY PHASE #1 OF THE DISTRICT ON A PARCEL-BY-PARCEL BASIS. SUCH TAX INCREMENT REVENUE, TO THE EXTENT AVAILABLE, IS EXPECTED TO BE USED BY THE CITY TO PAY THAT PORTION OF PRINCIPAL OF AND INTEREST ON THE BONDS ATTRIBUTABLE TO THE COSTS OF THE PHASE #1 PROJECTS BENEFITTING ONLY PHASE #1 OF THE DISTRICT. ANY AMOUNT OF SUCH TAX INCREMENT REVENUE USED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS WILL RESULT IN A REDUCTION IN ANNUAL INSTALLMENTS OF ASSESSMENTS BY A CORRESPONDING AMOUNT. SUCH TAX INCREMENT REVENUE IS NOT PLEDGED TO THE BONDS UNDER THE INDENTURE. SEE "TIRZ REVENUES MAY OFFSET ASSESSMENTS" BELOW.

The principal of, premium, if any, and interest on the Bonds Similarly Secured are secured by a pledge of and a lien upon the pledged revenues (the "Pledged Revenues"), consisting primarily of Assessments levied against the assessable parcels or lots within Phase #1 of the District and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. Phase #1 contains approximately 72.85 acres. In accordance with the PID Act, the City has caused the preparation of a Service and Assessment Plan (as amended and supplemented, the "Service and Assessment Plan"), which describes the special benefit received by the property within the District, including Phase #1, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of Assessments and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See "APPENDIX B — Form of Service and Assessment Plan."

When compared to the prospective value of the fee simple interest in the 205 residential lots in Phase #1 of the District upon completion of development thereof (\$13,400,000), the principal amount of the Bonds has an estimated value to assessment burden ratio of 3.00³ to 1. See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Value to Assessment Burden Ratio."

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of law to finance the Phase #1 Projects by levying Assessments upon properties in Phase #1 of the District benefitted thereby. For a description of the assessment methodology and the amounts of Assessments anticipated to be levied in each phase of the District, see "ASSESSMENT PROCEDURES" and "APPENDIX B — Form of Service and Assessment Plan."

Pursuant to the Indenture, Pledged Revenues are the sum of (i) the Assessment Revenue, less (a) the Annual Collection Costs and (b) Foreclosure Proceeds; (ii) the monies held in any of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of Bonds Similarly Secured. "Assessment Revenue"

³ Preliminary, subject to change.

means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or an Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds. “Annual Installments” means, with respect to each Assessed Parcel, each annual payment of the Assessments as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix E and related to the Bonds Similarly Secured and the Phase #1 Projects; which annual payment includes the 0.20% additional interest rate collected on each annual payment of the Special Assessments related to the Bonds Similarly Secured for the Prepayment Reserve Account (the “Prepayment Component”) and the 0.30% additional interest rate collected on each annual payment of the Special Assessments related to the Bonds Similarly Secured for the Delinquency Reserve (the “Delinquency Component”) as described in the Indenture and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update. The City will covenant in the Indenture that it will take and pursue all actions permissible under Applicable Laws to cause the Special Assessments to be collected and the liens thereof to be enforced continuously. See “SECURITY FOR THE BONDS SIMILARLY SECURED — Pledged Revenue Fund,” “APPENDIX A — Form of Indenture” and “APPENDIX B — Form of Service and Assessment Plan.”

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney’s fees, if incurred) are a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens or claims, except liens and claims for State of Texas (the “State”), county, school district, or municipality ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged), and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See “ASSESSMENT PROCEDURES” herein.

TIRZ Revenues May Reduce Assessments

The Assessments to be levied by the City according to the Assessment Ordinance and described in the Service and Assessment Plan are set at a level sufficient to fund a portion of the costs of the Phase #1 Projects.

The City plans to create a tax increment reinvestment zone to be known as “Reinvestment Zone Number Seven, City of Celina, Texas” (the “TIRZ”), pursuant to Chapter 311 of the Texas Tax Code (the “TIRZ Act”) covering the property in the District. On September 13, 2016, the City held a public hearing on the creation of the proposed TIRZ and the preliminary project and financing plan, and pursuant to Ordinance No. 2016-____ (the “TIRZ Ordinance”) created the TIRZ. Pursuant to Ordinance No. 2016-__, the City Council approved the Celina Reinvestment Zone Number Seven Project and Financing Plan (“TIRZ Project and Finance Plan”). The TIRZ Ordinance authorizes the use of TIRZ Revenues (defined below) for project costs under the TIRZ Act, relating to the Authorized Improvements as provided for in the TIRZ Project and Finance Plan (including amendments or supplements thereto). Pursuant to the TIRZ Act, the tax increment base of the City is the total taxable value of all real property taxable by the City located in the TIRZ as of January 1 the year in which the TIRZ was designated as a reinvestment zone (the “Tax Increment Base”). Pursuant to the TIRZ Act, the City will set the amount of the “Tax Increment” for a year as Tax Increment revenues in the amount not to exceed \$0.2232 per \$100 assessed valuation of all real property in the District taxable by the City. Consistent with Section 311.012(b) of the TIRZ Act, the Captured Appraised Value of real property taxable by the City for a year is the total appraised value of all real property taxable by the City and located in the TIRZ for that year less the Tax Increment Base (the “Captured Appraised Value”). Currently, there are no other taxing units participating in the TIRZ.

Pursuant to the TIRZ Project and Finance Plan and the Service and Assessment Plan, the City intends to dedicate annual Tax Increment revenues collected to that portion of the costs of the Phase #1 Projects benefitting only Phase #1 of the District on a parcel-by-parcel basis. The City will agree to transfer from the tax increment fund a portion of Tax Increment revenue collected each year to the Bond Principal and Interest Account of the Bond Fund for the payment of debt service on the Bonds. Such Tax Increment revenue, if and when collected and transferred by the City, will be used to pay that portion of the principal of and interest on the Bonds or other bonds issued by the City attributable to the costs of the Phase #1 Projects benefitting only Phase #1 of the District. Any amount of such Tax Increment revenue used to pay principal of and interest on the Bonds will result in a reduction in Annual Installments of Assessments by a corresponding amount. The City intends to dedicate and deposit Tax Increment

revenues collected thru Fiscal Year 2045 in the tax increment fund for payment of debt service on the Bonds through fiscal year 2047. On an annual basis any remaining tax increment fund balance after paying all items required under the TIRZ Project and Finance Plan will be release to the City's General Fund.

THE TIRZ REVENUES WILL NOT BE PLEDGED TO THE PAYMENT OF THE BONDS SIMILARLY SECURED, AND THERE IS NO GUARANTEE THAT THERE WILL EVER BE SUFFICIENT TIRZ REVENUES TO GENERATE A TIRZ CREDIT. THE TIRZ CREDIT WILL NOT BE APPLIED IN ANY MANNER THAT WOULD AFFECT THE COLLECTION AND CONTINUOUS ENFORCEMENT OF ASSESSMENTS COLLECTED FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS SIMILARLY SECURED AND ANNUAL COLLECTION COSTS AND THE FUNDING OF THE PREPAYMENT RESERVE REQUIREMENT AND THE DELINQUENCY RESERVE REQUIREMENT, IN THE MANNER AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. SUCH TIRZ CREDIT IS NOT EXPECTED TO BE AVAILABLE TO REDUCE THE ANNUAL INSTALLMENT FOR ANY ASSESSED PARCELS UNTIL [2018]. TIRZ REVENUES GENERATED FROM THE CAPTURED APPRAISED VALUE FOR EACH PARCEL IN PHASE #1 DURING THE DEVELOPMENT OF SUCH PARCEL WILL RESULT IN A TIRZ CREDIT WHICH IS NOT SUFFICIENT TO ACHIEVE THE NET TAX RATE EQUIVALENT ASSESSMENT OF \$0.4599 PER \$100 ASSESSED VALUE (THE "TARGETED NET AVERAGE ANNUAL INSTALLMENT"). THE TIRZ CREDIT MAY NOT PROVIDE FOR THE TARGETED NET AVERAGE ANNUAL INSTALLMENT UNTIL THE SECOND YEAR THAT A HOME ON SUCH PARCEL IS ASSESSED. SEE "OVERLAPPING TAXES AND DEBT."

Collection and Deposit of Assessments

The Assessments shown on the Assessment Roll, together with the interest thereon, shall first be applied to the payment of the principal of and interest on the Bonds Similarly Secured as and to the extent provided in the Service and Assessment Plan and the Indenture.

The Assessments assessed to pay debt service on the Bonds Similarly Secured and amounts owed under the PID Reimbursement Agreement, together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds Similarly Secured and amounts owed under the PID Reimbursement Agreement. An Annual Installment of a Special Assessment has been made payable in the Assessment Ordinance in each fiscal year of the City preceding the date of final maturity of the Bonds Similarly Secured which, if collected, will be sufficient to first pay debt service requirements attributable to Assessments in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

A record of the Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Bonds Similarly Secured is shown on the Assessment Roll. Sums received from the collection of the Assessments to pay the debt service requirements (including delinquent installments, Foreclosure Proceeds and penalties) and of the interest thereon shall be deposited into the Bond Pledged Revenue Account of the Pledged Revenue Fund. Notwithstanding the foregoing, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel or Assessed Parcels to which the Foreclosure Proceeds relate, and second, to the Redemption Fund. The Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund. See "SECURITY FOR THE BONDS SIMILARLY SECURED — Pledged Revenue Fund" and APPENDIX A — Form of Indenture.

The portions of the Annual Installments of Assessments collected to pay Annual Collection Costs and Delinquent Collection Costs shall be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City will impose Assessments on the property within Phase #1 of the District to pay the principal of and interest on the Bonds Similarly Secured scheduled for payment from Pledged Revenues as described in the

Indenture and in the Service and Assessment Plan and coming due during each Fiscal Year. The Assessments shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Special Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds Similarly Secured, which installments shall include interest on the Assessments. Pursuant to the Assessment Ordinance, interest on the Assessments will be calculated at the rate of interest on the Bonds Similarly Secured plus 0.50%, calculated on the basis of a 360-day year of twelve 30-day months. Such rate may be adjusted as described in the Service and Assessment Plan. Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be calculated on September 1 and shall be due on October 1 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments will be due on October 1, 2017, and will be delinquent if not paid prior to February 1, 2018.

As authorized by Section 372.018(b) of the PID Act, the City will calculate and collect each year while the Bonds Similarly Secured are Outstanding and unpaid, commencing October 1, 2017, an assessment to pay the annual costs incurred by the City in the administration and operation of Phase #1 of the District. The portion of each Annual Installment used to pay such annual costs shall remain in effect from year to year until all Bonds Similarly Secured are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The assessments to pay annual expenses shall be due in the manner set forth in the Assessment Ordinance on October 1 of each year and shall be delinquent if not paid by February 1 of the following year. Such assessments to pay expenses do not secure repayment of the Bonds Similarly Secured.

There will be no discount for the early payment of Assessments.

Assessments, together with interest, penalties, and expense of collection and reasonable attorneys' fees, as permitted by the Texas Tax Code, shall be a first and prior lien against the property assessed, superior to all other liens and claims, except liens or claims for State, county, school district or municipality ad valorem taxes and shall be a personal liability of and charge against the owner of the property regardless of whether the owners are named. The lien for Assessments and penalties and interest begins on the effective date of the Assessment Ordinance and continues until the Assessments are paid or until all Bonds Similarly Secured are finally paid.

Failure to pay an Annual Installment when due will not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) shall continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

The lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Pledged Revenues, the filing of the Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds Similarly Secured and the pledge of the Pledged Revenues granted by the City under the Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds Similarly Secured are Outstanding such that the pledge of the Pledged Revenues granted by the City under the Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds Similarly Secured the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur. See "APPENDIX A — Form of Indenture."

Pledged Revenue Fund

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] The City has created under the Indenture a Pledged Revenue Fund to be held by the Trustee. On or before February 1 of each year while the Bonds Similarly Secured are Outstanding and beginning in 2017, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. Specifically, the City shall deposit or cause to be deposited Assessment Revenues (i) *first*, to the Bond Pledged Revenue Account of the Pledged Revenue Fund to be used in the following order of priority: (a) amounts sufficient to pay debt service on the Bonds Similarly Secured coming due in such

calendar year, (b) to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Fund Requirement, (c) to the Prepayment Reserve Account and the Delinquency Reserve Account, respectively, amounts equal the Delinquency Component and the Prepayment Component described in the Indenture; (ii) *second*, to the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to reimburse the Developer for costs of Phase #1 Projects that have been paid from the Developer Improvement Account of the Project Fund (pursuant to the terms of the PID Reimbursement Agreement), (iii) *third*, to pay other costs of the Public Improvements, and (iv) *fourth*, to pay other costs permitted by the PID Act. Moneys transferred to the Developer Reimbursement Pledged Revenue Account shall not be a part of the Trust Estate and are not security for the Bonds Similarly Secured.

From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

Upon receipt of written confirmation from the PID Administrator, through an authorized representative, of compliance with the conditions and provisions of the Disclosure Agreement of the Developer for the preceding four (4) quarters, on or before August 1 of each year the Trustee shall withdraw from the Developer Reimbursement Pledged Revenue Account an amount sufficient to pay the obligations relating to costs of Phase #1 Projects that are paid with funds withdrawn from the Developer Improvement Account of the Project Fund and transfer to the Phase #1 Reimbursement Fund such amount needed to reimburse the Developer for funds withdrawn from the Developer Improvement Account of the Project Fund used to fund Costs of Phase #1 Projects. To the extent there has been non-compliance with the Disclosure Agreement of the Developer for any or each of the preceding four (4) quarters, an amount equal to one-fourth (1/4th) of the amount withdrawn from the Developer Reimbursement Pledged Revenue Account multiplied by the number of quarters (of the preceding (4) quarters) in which there was non-compliance shall be deposited into the Redemption Fund.

If, after the foregoing transfers and any transfer from the Reserve Fund (as described under the subcaption "Reserve Fund" below), there are insufficient funds to make the payments to the Principal and Interest Account of the Bond Fund described above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

Notwithstanding the deposits described in (i) *first* through (iv) *fourth* above, the Trustee shall transfer Prepayments to the Redemption Fund as soon as practical after deposit of such amounts into the Pledged Revenue Fund.

Notwithstanding the deposits described in (i) *first* through (iv) *fourth* above, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel or Assessed Parcels to which the Foreclosure Proceeds relate, and second, to the Redemption Fund.

Any Assessments remaining after satisfying the foregoing payments may be used for any lawful purpose for which Assessments may be used under the PID Act.

Bond Fund

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account as provided in the Indenture.

Project Fund

Money on deposit in the Project Fund shall be used for the following purposes as specified in the Indenture: (i) paying a portion of the Costs of the Phase #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds. Funds disbursed from the Project Fund pursuant to the Indenture and the Construction, Funding and Acquisition Agreement shall be made first from Bond Proceeds held in the Phase #1 Improvement Account and the Costs of Issuance Account within the Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the Project Fund.

Reserve Fund

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund for the benefit of the Bonds Similarly Secured and held by the Trustee and will be funded with proceeds of the Bonds Similarly Secured in the amount of the Reserve Fund Requirement. Pursuant to the Indenture, the "Reserve Fund Requirement" for the Bonds Similarly Secured shall be an amount equal to the least of (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of their date of issuance, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of their date of issuance, and (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced by the amount of any transfers made to the Redemption Fund as a result of Prepayments and surplus Bond proceeds; and provided further that as a result of an optional redemption, the Reserve Fund Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such optional redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. As of the date of delivery of the Bonds Similarly Secured, the Reserve Fund Requirement is \$_____ which is an amount equal to [Maximum Annual Debt Service] on the Bonds Similarly Secured as of the date of issuance.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency Reserve Account of the Reserve Fund (described below), second from the Reserve Account of the Reserve Fund, and third from the Prepayment Reserve Account of the Reserve Account (described below), to the Bond Fund in the amount necessary to cure such deficiency.

Whenever Bonds Similarly Secured are to be redeemed with the proceeds of Prepayments pursuant to the Indenture, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to a percentage of the amount of the Bonds Similarly Secured redeemed with such percentage equal to the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds Similarly Secured prior to the redemption.

Prepayment Reserve Account of the Reserve Fund

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] Pursuant to the Indenture, a Prepayment Reserve Account will be created within the Reserve Fund and held by the Trustee for the benefit of the Bonds. The Trustee will transfer funds from the Pledged Revenue Fund to the Prepayment Reserve Account on March 1 of each year, commencing March 1, 2018, until the amount on deposit therein is equal to the Prepayment Reserve Requirement; provided, however, that at any time the amount on deposit in the Prepayment Reserve Account is less than Prepayment Reserve Requirement, the Trustee shall resume depositing the Prepayment Component (as defined below) into the Prepayment Reserve Account until the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account. The Prepayment Reserve Requirement is an amount equal to 1.5% of the principal amount of the Outstanding Bonds Similarly Secured. The City has allocated the Prepayment Component to the Prepayment Reserve Account for such purpose. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amounts on deposit in the Prepayment Reserve Account exceed the Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the

amount of the excess (the “Excess Prepayment Reserve Amount”). The Excess Prepayment Reserve Amount shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Administrative Expenses or to the Delinquency Reserve Account. In the event that the Trustee does not receive a City Order directing the transfer of the Excess Prepayment Reserve Amount to the Administrative Fund within 45 days of providing notice to the City of such Excess Prepayment Reserve Amount, the Trustee shall transfer the Excess Prepayment Reserve Amount to the Delinquency Reserve Account or, in the event that the Delinquency Reserve Account contains the Delinquency Reserve Requirement, to the Redemption Fund redeem Bonds pursuant to the Indenture. See “APPENDIX A — Form of Indenture” and “APPENDIX B — Form of Service and Assessment Plan.”

Monies deposited in the Prepayment Reserve Account will be used and withdrawn by the Trustee for the purpose of making transfers to the Bond Fund, pursuant to, and at the times specified in, the Indenture to pay a portion of the accrued interest on Bonds being redeemed pursuant to an extraordinary optional redemption for Prepayments. The amount to be transferred shall be an amount, for each Prepayment, equal to the amount of any shortfall, after transfers from the Reserve Account of the Reserve Fund as described above and application of investment earnings on the Prepayment toward payment of accrued interest, in funds necessary to pay the principal amount plus accrued interest on such Bonds to be redeemed as a result of the Prepayment.

If, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service due on the Bonds Similarly Secured on such date, and if there are not sufficient monies in the Delinquency Reserve Account and the Reserve Account of the Reserve Fund to cure such deficiency, the Trustee shall transfer from the Prepayment Reserve Account to the Bond Fund the amounts necessary to cure such deficiency. Pursuant to the Indenture, a Prepayment Reserve Account will be created within the Reserve Fund and held by the Trustee for the benefit of the Bonds Similarly Secured. The Trustee will transfer funds from the Pledged Revenue Fund to the Prepayment Reserve Account on March 1 of each year, commencing March 1, 2018, until the amount on deposit therein is equal to the Prepayment Reserve Requirement; provided, however, that at any time the amount on deposit in the Prepayment Reserve Account is less than Prepayment Reserve Requirement, the Trustee shall resume depositing the Prepayment Component into the Prepayment Reserve Account until the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account. The Prepayment Reserve Requirement is an amount equal to 1.5% of the principal amount of the Outstanding Bonds Similarly Secured. The City has allocated the Prepayment Component of the Annual Installments, authorized by the PID Act, to the Prepayment Reserve Account for such purpose. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amounts on deposit in the Prepayment Reserve Account exceed the Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the “Excess Prepayment Reserve Amount”). The Excess Prepayment Reserve Amount shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Delinquency Reserve Account. In the event that the Trustee does not receive a City Order directing the transfer of the Excess Prepayment Reserve Amount to the Administrative Fund within 45 days of providing notice to the City of such Excess Prepayment Reserve Amount, the Trustee shall transfer the Excess Prepayment Reserve Amount to the Delinquency Reserve Account or, in the event that the Delinquency Reserve Account contains the Delinquency Reserve Requirement, to the Redemption Fund redeem Bonds Similarly Secured pursuant to the Indenture. See “APPENDIX A — Form of Indenture” and “APPENDIX B — Form of Service and Assessment Plan.”

Moneys deposited in the Prepayment Reserve Account will be used and withdrawn by the Trustee for the purpose of making transfers to the Redemption Fund, pursuant to, and at the times specified in, the Indenture to pay a portion of the accrued interest on Bonds Similarly Secured being redeemed pursuant to an extraordinary optional redemption for Prepayments. The amount to be transferred shall be an amount, for each Prepayment, equal to the amount of any shortfall, after transfers from the Reserve Account of the Reserve Fund as described above and application of investment earnings on the Prepayment toward payment of accrued interest, in funds necessary to pay the principal amount plus accrued interest on such Bonds Similarly Secured to be redeemed as a result of the Prepayment.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency Reserve Account of the Reserve Fund, second from the Reserve Account of the Reserve Fund and third from the Prepayment Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

Delinquency Reserve Account of the Reserve Fund

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] Pursuant to the Indenture, a Delinquency Reserve Account will be created within the Reserve Fund and held by the Trustee for the benefit of the Bonds Similarly Secured. The Trustee will transfer funds from the Pledged Revenue Fund to the Delinquency Reserve Account on a semi-annual March 1 of each year, commencing March 1, 2018, until the amount on deposit therein is equal to the Delinquency Reserve Requirement. The Delinquency Reserve Requirement is an amount equal to 4.0% of the principal amount of the Outstanding Bonds Similarly Secured. The City has allocated the Delinquency Component of the Annual Installments authorized by the PID Act, to the Delinquency Reserve Account for such purpose. Once the Delinquency Reserve Requirement has been accumulated in the Delinquency Reserve Account, any amounts in excess of the Delinquency Reserve Requirement in the Delinquency Reserve Account shall be transferred by the Trustee to the Redemption Fund to redeem Bonds Similarly Secured; however, that at any time the amount on deposit in the Delinquency Reserve Account is less than Delinquency Reserve Requirement, the Trustee shall resume depositing such Delinquency Component into the Delinquency Reserve Account until the Delinquency Reserve Requirement has accumulated in the Delinquency Reserve Account. See “APPENDIX C — Form of Indenture” and “APPENDIX B — Form of Service and Assessment Plan.”

Moneys in the Delinquency Reserve Account up to the Delinquency Reserve Requirement may be used as directed by a City Order for the purposes of payment of Annual Collection Costs in the event that amounts on deposit in the Administrative Fund are insufficient for such purpose. The amounts set forth in such City Order shall be transferred to the Administrative Fund to be used for such purposes. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the value of cash and Value of Investment Securities on deposit in the Delinquency Reserve Account exceeds the Delinquency Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the “Excess Delinquency Reserve Amount”). Such excess on deposit in the Delinquency Reserve Account shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to effect the redemption of Bonds Similarly Secured pursuant to the Indenture. In the event that the Trustee does not receive a City Order directing the transfer of the Excess Delinquency Reserve Amount to the Administrative Fund within 45 days of providing notice to the City of such Excess Delinquency Reserve Amount, the Trustee shall transfer the Excess Delinquency Reserve Amount to the Redemption Fund and redeem Bonds Similarly Secured pursuant to the Indenture.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency Reserve Account of the Reserve Fund, second from the Reserve Account of the Reserve Fund and third from the Prepayment Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

Administrative Fund

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] The City has created under the Indenture an Administrative Fund held by the Trustee. Upon receipt, the City shall transfer to the Trustee, for deposit to the District Administration Account of the Administrative Fund, the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs as set forth in the Service and Assessment Plan. Monies in the District Administration Account of the Administrative Fund may be used as directed by City Order for the purposes set forth in the Service and Assessment Plan, including payment of the Annual Collection Costs and Delinquent Collection Costs. See “APPENDIX B — Form of Service and Assessment Plan.”

THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND SHALL NOT BE SECURITY FOR THE BONDS.

Defeasance

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have

given notice of redemption on said date as provided in the Indenture, (ii) there shall have been deposited with the Trustee either monies in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide monies which, together with any monies deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the monies or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then rating the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor monies so deposited with the Trustee nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; and provided further investments and are, at the time made, included in and authorized by the City’s official investment policy as approved by the City Council from time to time. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

**[TO BE UPDATED UPON RECEIPT OF DRAFT
INDENTURE]** Each of the following occurrences or events constitutes
an “Event of Default” under the Indenture:

- (i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Special Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days; and

Default in the performance or observance of any covenant, agreement or obligation of the City under the Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Bonds Similarly Secured with a copy to the Trustee, specifying such default by the Owners of at least 25% of the Bonds Similarly Secured at the time Outstanding requesting that the failure be remedied.

Remedies in Event of Default

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE]

Upon the happening and continuance of any Event of Default, the Owners of at least 25% of the Bonds Similarly Secured then Outstanding, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under the Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds Similarly Secured, in the selection of Trust Estate assets to be used in the payment of Bonds Similarly Secured due in an Event of Default, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

Whenever moneys are to be applied pursuant to the Indenture, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE]

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of 25% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in the Indenture, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the registered owners of a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice the Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the registered owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy hereunder.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued thereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Bonds Similarly Secured.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Monies After Event of Default

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE]

All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture with respect to Events of Default shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including Trustee's counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or redemption price then due on Bonds Similarly Secured, as follows:

(i) FIRST: To the payment to the registered owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the registered owners entitled thereto, without any discrimination or preference; and

(ii) SECOND: To the payment to the registered owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the registered owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners.

In the event funds are not adequate to cure any of the Events of Default described in above, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, as provided above, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Investment or Deposit of Funds

Money in any Fund established pursuant to the Indenture shall be invested by the Trustee as directed by the City pursuant to a City Order filed with the Trustee at least two (2) days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times.

Obligations purchased as an investment of moneys in any Fund shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

Against Encumbrances

The City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues or upon any other property pledged under the Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

So long as Bonds Similarly Secured are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds Similarly Secured secured by any pledge of or other lien or

charge on the Pledged Revenues or other property pledged under the Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured

Additional Bonds

Additional Bonds. Proceeds of the Bonds will pay for a portion of the costs of the Phase #1 Projects. The City expects to issue Additional Bonds to finance the balance of the Phase #1 Projects not paid with proceeds of the Bonds. Such Additional Bonds will be secured by Assessments that initially secure the Phase #1 Reimbursement Agreement, and the pledge of such Assessments to secure the City's payment obligations under the Phase #1 Reimbursement Agreement will be extinguished. Although the pledge of Assessments to secure the Phase #1 Reimbursement Agreement is subordinate to the pledge of Assessments to secure repayment of the Bonds, the pledge of Assessments to secure repayment of such Additional Bonds will be on parity with the pledge securing repayment of the Bonds. The Bonds and any Additional Bonds issued by the City are separate and distinct issues of securities.

The City reserves the right to issue Additional Bonds for any purpose permitted by the PID Act, including paying or refunding any of the Bonds Similarly Secured, and in accordance with the conditions set forth below:

[TO BE DISCUSSED]

SOURCES AND USES OF FUNDS*

The table that follows summarizes the expected sources and uses of proceeds of the Bonds:

Sources of Funds:	
Principal Amount	\$4,465,000
Developer Advancement of Funds ⁽¹⁾	<u>4,556,960</u>
Total Sources	<u>\$9,021,960</u>
Uses of Funds:	
Deposit to Phase #1 Project Fund for Authorized Improvements	\$3,204,256
Deposit to Developer Improvement Account of Project Fund ⁽¹⁾	4,556,960
Deposit to Capitalized Interest Account of Bond Fund	421,694
Deposit to Reserve Account of the Reserve Fund	303,250
Costs of Issuance	401,850
Underwriter's Discount ⁽²⁾	<u>133,950</u>
Total Uses	<u>\$9,021,960</u>

* Preliminary; subject to change.

⁽¹⁾ Represents approximate amount of Developer's advancement of funds at delivery of the Bonds, if any, to pay for a portion of the costs of the Phase #1 Projects, such amount to be reimbursed to the Developer in the future pursuant to the Phase #1 Reimbursement Agreement. Additionally, the Developer plans to construct private improvements at an approximate cost of \$5,952,366* within the District, [and an amenity center to serve the entire District at an approximate cost of \$_____,] that will not be financed with the Bonds or Additional Bonds. Per the Development Agreement, the Developer will make a contribution of \$241,800 as a Park Fee to the City at the closing of the Bonds. This amount will not be reimbursed to the Developer by the City. See "THE PHASE #1 PROJECTS — General."

⁽²⁾ Includes Underwriter's discount of \$_____, which includes Underwriter's Counsel's fee of \$_____, structuring fee and a portion of the costs to create the District.

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DEBT SERVICE REQUIREMENTS⁴

The following table sets forth the anticipated debt service requirements for the Bonds:

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
Total			

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⁴ Preliminary; subject to change.

OVERLAPPING TAXES AND DEBT

The land within Phase #1 of the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments.

In addition to the Assessments described above, the Developer anticipates that each lot owner in Phase #1 of the District will pay a maintenance and operation fee and/or a property owner's association fee to a homeowner's association (the "HOA"), which is expected to be formed by the Developer after delivery of the Bonds. In addition to the City, Collin County, Texas, the Collin County Community College District, and the Celina Independent School District may each levy ad valorem taxes upon land in Phase #1 of the District for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or special assessments levied by such other taxing authorities. The following table reflects the overlapping ad valorem tax rates currently levied on property located in Phase #1 of the District. The District is located within the boundaries of the City and within the boundaries of the City and within Collin County, Texas.

<u>Taxing Entity</u>	Tax Year 2016 <u>Ad Valorem Tax Rate⁽¹⁾</u>
The City	\$ 0.6450
Collin County, Texas	0.2250
Collin County Community College District	0.0820
Celina Independent School District	<u>1.6400</u>
Total Existing Tax Rate	<u>\$ 2.5920</u>
 Estimated Average Annual Assessment in Phase #1 of the District as tax rate equivalent per Equivalent Unit ⁽²⁾	 <u>\$ 0.6831</u>
 Less Projected TIRZ Credit per parcel as tax rate equivalent	 <u>\$ (0.2232)</u>
 Targeted Net Average Annual Installment as tax rate equivalent	 <u>\$ 0.4599</u>
 Net Estimated Total Tax Rate and Average Annual Installment in Phase #1 of the District as tax rate equivalent per Equivalent Unit	 <u>\$ 3.0519</u>

⁽¹⁾ As reported by the taxing entities. Per \$100 in taxable assessed value.

⁽²⁾ Derived from information presented in Appendix E of the Service and Assessment Plan. Includes Special Assessments initially levied for payment of the Bonds and the Phase #1 Reimbursement Obligation. See "SECURITY FOR THE BONDS SIMILARLY SECURED — Amount of Assessments May be Reduced by TIRZ Credit." Preliminary, subject to change. Does not include assessments levied for payment of the Phase #2 Bonds.

Source: Collin Central Appraisal District, Municipal Advisory Council of Texas and the City.

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As noted above, Phase #1 of the District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within Phase #1 of the District, as of December 1, 2016, and City debt secured by the Assessments:

<u>Taxing or Assessing Entity</u>	<u>Gross Outstanding Debt as of 12/1/2016</u>	<u>Estimated Percentage Applicable⁽¹⁾</u>	<u>Direct and Estimated Overlapping Debt⁽¹⁾</u>
The City (Assessments - The Bonds)	\$ 4,465,000 ⁽²⁾	100.000%	\$4,465,000
The City (Assessments - Phase #1 Reimbursement Agmt)	1,256,000 ⁽²⁾	100.000%	1,256,000
The City (Ad Valorem Taxes)	52,500,000	1.533%	805,084
Collin County, Texas	395,590,000	0.013%	53,333
Collin County Community College District	16,910,000	0.012%	2,017
Celina Independent School District	<u>86,674,589</u>	<u>1.476%</u>	<u>1,279,267</u>
	<u>\$554,695,589</u>		<u>\$6,581,434</u>

⁽¹⁾ Based on the Appraisal for Phase #1 of the District and on the Tax Year 2016 Net Taxable Assessed Valuations for the taxing entities.

⁽²⁾ Preliminary, subject to change. Excludes the Phase #2 Major Improvement Bonds to be sold concurrently with the Bonds.

Sources: Collin Central Appraisal District and Municipal Advisory Council of Texas

If land is devoted principally to agricultural use, a landowner can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land's agricultural value. All of the property in the District is currently subject to an agricultural use valuation with respect to its ad valorem taxes. Agricultural use includes production of crops or livestock. It also can include leaving the land idle for a government program or for normal crop or livestock rotation. The property in the District is subject to hay and/or grazing leases. These leases and lessees' operations on the property allow the property to maintain its agricultural valuation. The Developer expects to terminate portions of these leases as construction of local improvements commences in each phase. With respect to the property in Phase #1, the Developer expects to terminate the agricultural valuation in [2017].

If land qualified for an agricultural valuation but the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous 5 years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the land owner would have paid if the land had been taxed on a higher market value plus interest charged for each year from the date on which taxes would have been due.

If the land use changes to a non-agricultural use on only a portion of a larger tract, the land owner can fence off the remaining land and maintain the agricultural valuation on the remaining land. In this scenario, the land owner would only be responsible for rollback taxes on that portion of the land for which use changed and not for the entire tract.

It is expected that rollback taxes will be paid by the Developer or purchasers from the Developer during development of the District and prior to purchase of parcels or lots by homeowners.

ASSESSMENT PROCEDURES

General

Capitalized terms used under this caption and not otherwise defined in this Official Statement shall have the meanings given to such terms in the Service and Assessment Plan. As required by the PID Act, when the City determines to defray a portion of the costs of the Phase #1 Projects through Assessments, it must adopt a resolution generally describing the Phase #1 Projects and the land within Phase #1 of the District to be subject to Assessments to pay the cost therefor. The City has caused an assessment roll to be prepared (the "Assessment Roll"), which Assessment Roll will show the land within Phase #1 to be assessed, the amount of the benefit to and the Assessment

against each lot or parcel of land and the number of Annual Installments in which the Assessment is divided. The Assessment Roll will be filed with the City Secretary and made available for public inspection. Statutory notice was given to the owners of the property to be assessed and a public hearing was conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Phase #1 Projects and funding a portion of the same with Assessments. The City expects to levy the Assessments and adopt the Assessment Ordinance immediately prior to adopting the Bond Ordinance. After such adoption, the Assessments will become legal, valid and binding liens upon the property against which the Assessments are made.

Under the PID Act, the Costs of Phase #1 Projects may be assessed by the City against the assessable property in Phase #1 of the District so long as the special benefit conferred upon the assessed property by the Phase #1 Projects equals or exceeds the Assessments. The costs of the Phase #1 Projects may be assessed using any methodology that results in the imposition of equal shares of cost on assessed property similarly benefited. The allocation of benefits and assessments to the benefitted land within Phase #1 of the District is set forth in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX B — Form of Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property as a result of the Phase #1 Projects, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Phase #1 Projects to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Phase #1 Projects are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues, including the Assessment Revenues. As set forth in the Service and assessment Plan, the City Council has determined that the Actual Costs (as defined in the Service and Assessment Plan) associated with the Phase #1 Projects will be allocated to the Assessed Parcels by spreading the entire Assessment across all Parcels and Lots within the Phase #1 on the ratio of estimated build-out value of each Parcel or Lot to the estimated build-out value for all Parcels or Lots within the Phase #1.

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The following tables provide additional analysis with respect to special assessment methodology and certain requirements under the Development Agreement relating to the issuance of the Bonds Similarly Secured, including the value to assessment burden ratio per Lot Type, equivalent tax rate per Lot Type, and leverage per Lot Type. The information in the tables was obtained from and calculated using information provided in the Service and Assessment Plan and the Appraisal. See “APPENDIX B — Service and Assessment Plan” and “APPENDIX E — Appraisal.”

VALUE TO LIEN ANALYSIS PER LOT TYPE IN PHASE #1 OF THE DISTRICT*

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Land Value)	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft Lots)	67	\$25,000	\$75,000	\$375,000	\$31,434	0.80	2.39	11.93
Lot Type 2 (50 Ft Lots)	<u>138</u>	\$20,000	\$62,500	\$312,000	\$26,195	0.76	2.39	11.93
Total	205							

* Preliminary; subject to change.

**ASSESSMENT ALLOCATION - EQUIVALENT TAX RATE
PER LOT TYPE IN PHASE #1 OF THE DISTRICT***

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Land Value)	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (60 Ft Lots)	67	\$25,000	\$75,000	\$375,000	\$2,511	\$10.05	\$3.35	\$0.67
Lot Type 2 (50 Ft Lots)	<u>138</u>	\$20,000	\$62,500	\$312,000	\$2,093	\$11.46	\$3.35	\$0.67
Total	207							

* Preliminary; subject to change.

Pursuant to the TIRZ Project and Finance Plan, the City has agreed to use TIRZ Revenues (up to \$0.2232 per \$100 of Assessed Value) generated from each Parcel within Phase #1 to offset a portion of the Annual Installment attributable to the costs of the Phase #1 Projects benefitting only Phase #1 of the District on any Parcel within Phase #1 Assessed Property (the “TIRZ Credit”). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel.

For further explanation of the Assessment methodology, see “APPENDIX B — Form of Service and Assessment Plan.”

The City has determined that the foregoing method of allocation will result in the imposition of equal shares of the Assessments on parcels similarly situated within the District. The Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers within the District. See “APPENDIX B — Form of Service and Assessment Plan.”

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipality ad valorem taxes. See "BONDHOLDERS' RISKS — Assessment Limitations" herein.

In the Indenture, the City will covenant in to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Annual Collection Costs shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

In the Indenture, the City will covenant, agree and warrant that, for so long as any Bonds are Outstanding, that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments. Notwithstanding the foregoing, the City shall be permitted to reduce the Assessments by the TIRZ Credit amount pursuant to the Development Agreement and the Service and Assessment Plan; provided, however, that no such reduction shall operate to reduce the amounts levied for the payment of the Annual Collection Costs

To the extent permitted by law, notice of the Annual Installments will be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel.

The City will implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C of the City's Continuing Disclosure Agreement set forth in APPENDIX D-1 and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments.

The City shall not be required under any circumstances to expend any funds for delinquent collection costs in connection with its covenants and agreements under the Indenture or otherwise other than funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due on October 1 of each year, and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

Date Payment <u>Received</u>	Cumulative <u>Penalty</u>	Cumulative <u>Interest</u>	<u>Total</u>
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%

May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest increases at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Phase #1 Assessment Amounts. The maximum amounts of the Assessments will be established by the methodology described in the Service and Assessment Plan. The Assessment Roll sets forth for each year the Annual Installment for each Assessed Parcel consisting of (i) the annual payment allocable to the Bonds and the Phase #1 Projects for each Parcel, which amount includes the Delinquency Component and the Prepayment Component of the interest rate component; (ii) the annual payment allocable to the Phase #1 Reimbursement Agreement; and (iii) the annual payment allocable to Annual Collection Costs. The Annual Installments for Phase #1 may not exceed the amounts shown on the Assessment Roll. The Assessments will be levied against the parcels comprising the Phase #1 Assessed Property as indicated on the Assessment Roll. See "APPENDIX B — Form of Service and Assessment Plan" and "APPENDIX F — Form of Construction, Funding and Acquisition Agreement."

The Annual Installments shown on the Assessment Roll will be reduced to equal the actual costs of repaying the Bonds (which amount will include Prepayment Component and the Delinquency Component of the interest costs) and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Annual Installments shall be further reduced by any offset or credit of applicable TIRZ Credit.

TIRZ Credit. Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of the Assessments due as part of the Annual Installment on a parcel-by-parcel basis (the "TIRZ Credit"). The Annual Installment for each Parcel shall be calculated by deducting any TIRZ Credit applicable to such Parcel. The TIRZ Credit applicable to each Parcel shall be calculated as described under "SECURITY FOR THE BONDS SIMILARLY SECURED — Amount of Assessments May be Reduced by TIRZ Credit" and in "APPENDIX B — Form of Service and Assessment Plan." The TIRZ Revenues are generated only from ad valorem taxes levied and collected by the City on the captured appraised value in the TIRZ in any year. Consequently, TIRZ Revenues are generated only if the appraised value of real property in the TIRZ in any year is greater than the base value. Any delay or failure of Developer to develop Phase #1 may result in a reduced amount of the TIRZ Revenue being available to credit the Assessments. **TIRZ Revenues generated from the captured appraised value for each parcel in Phase #1 during the development of such parcel will result in a TIRZ Credit which is not sufficient to achieve the Targeted Net Average Annual Installment. The TIRZ Credit may not provide for the Targeted Net Average Annual Installment until the second year that a home on such parcel is assessed. See "OVERLAPPING TAXES AND DEBT." Such TIRZ Revenues are not pledged as Security for the Bonds Similarly Secured under the Indenture.**

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that the Assessments shall be initially allocated to the Assessed Parcels based on the ratio of estimated build-out value of each Assessed Parcel to estimated build-out value of all Assessed Parcels.

For purposes of the Service and Assessment Plan, the City Council has determined that the Assessments shall be initially allocated to the Phase #1 Assessed Property based on the ratio (or Equivalent Unit Factor) of the Equivalent Units of each parcel to the total Equivalent Units within the District. As the existing parcels are subsequently divided, the Assessments will be further apportioned pro rata based on the Equivalent Units of the

newly created parcels. See “APPENDIX B — Form of Service and Assessment Plan.” See “ASSESSMENT PROCEDURES — Assessment Methodology.”

The Special Assessment per Equivalent Unit with respect to the Bonds and the Phase #1 Reimbursement Agreement is \$32,939.56⁵. See “ASSESSMENT PROCEDURES — Assessment Methodology.” The Bonds are secured by a first lien on and pledge of Pledged Revenues, including the Assessments. See “SECURITY FOR THE BONDS SIMILARLY SECURED” and “APPENDIX B — Form of Service and Assessment Plan.”

The Bonds are secured by a first lien on and pledge of Pledged Revenues, including the Assessments. See “SECURITY FOR THE BONDS SIMILARLY SECURED” and “APPENDIX B — Form of Service and Assessment Plan.”

Prepayment of Assessments

Pursuant to the PID Act and the Indenture, the owner of any property assessed may voluntarily prepay (a “Prepayment”) all or part of any Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Assessments.

Priority of Lien

The Assessments or any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Assessment is paid, and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any property assessed may pay the entire Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase the property or to pay the delinquent Assessment on the corresponding Phase #1 Assessed Parcel.

In the Indenture, the City will covenant to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the

⁵ Preliminary, subject to change.

maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See “APPENDIX A – Form of Indenture.” See also “APPENDIX D – Form of Disclosure Agreement” for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

In the Indenture, the City creates the Delinquency Reserve Account under the Reserve Fund and will fund such account as provided in the Indenture. The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If Pledged Revenues are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See “SECURITY FOR THE BONDS SIMILARLY SECURED – Delinquency Reserve Account of the Reserve Fund,” “APPENDIX A – Form of Indenture” and “APPENDIX B – Form of Service and Assessment Plan.”

THE CITY

Background

The City is located in north central Collin and Denton Counties, 40 miles north of Dallas and 15 miles northwest of the City of McKinney. Access to the City is provided by State Highway 289 and Farm Road 455. The City covers approximately 22.3 square miles. The City’s location as part of the growing Dallas-Fort Worth Metroplex has resulted in rapid growth over the last several years. The City’s 2010 census population was 6,028. The City’s current population estimate is 9,028.

City Government

The City is a political subdivision and is a home rule municipality of the State of Texas, duly organized and existing under the laws of the State, including the City’s Home Rule Charter. The City adopted a Home Rule Charter on May 12, 2007. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Council members who are elected for staggered three-year terms. The City Council formulates operating policy for the City while the City Manager is the chief administrative officer.

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The current members of the City Council and their respective expiration of terms of office are as follows:

<u>Name</u>	<u>Term Expires (May)</u>
Sean Terry	2017
Bill Webber	2019
Wayne Nabors	2018
Andy Hopkins	2018
Carmen Roberts	2017
Mindy Koehne	2017
Chad Anderson	2019

Mayor Terry is currently employed as an executive officer of an affiliate of the Developer. Mayor Terry has filed the requisite conflict waivers with the City. Mayor Terry has also abstained from all City Council deliberations and votes relating to the District and issuance of the Bonds.

The principal administrators of the City include the following:

<u>Name</u>	<u>Position</u>
Rick Chaffin	Interim City Manager
Vicki Faulkner	City Secretary
Jay Toutouchian	Director of Finance

Major Employers

The major employers in the City are set forth in the table below.

<u>Employer</u>	<u>Product or Service</u>	<u>Employees</u>
Celina Independent School District	Education	274
Brookshire	Retail Grocery	78
City of Celina	Municipal Government	44
Fini Enterprises Inc.	Water Treatment Chemicals	40
Celina Ready-Mix Concrete	Cement Manufacturing	20
Independent Bank	Banking	20
Dickerson Construction	Construction	17

Source: The City

Historical Employment in Collin County⁽¹⁾

	2016 ⁽²⁾	2015	Average Annual 2014	2013	2012
Civilian Labor Force	507,751	484,121	474,056	459,072	447,153
Total Employed	490,643	466,489	452,505	433,909	420,835
Total Unemployed	17,108	17,632	21,551	25,163	26,318
Unemployment Rate	3.4%	3.6%	4.5%	5.5%	5.9%

⁽¹⁾ Source: Texas Workforce Commission.

⁽²⁾ Source: Data through October 2016.

Surrounding Economic Activity

The major employers of municipalities surrounding the City are set forth in the table below. Only 1% of real property within the City of Plano remains available for the development of new residential housing, which illustrates the continuing growth and rising demand for housing in communities surrounding the City of Dallas.

City of McKinney, TX Approximately 15 Miles from Celina		City of Frisco, TX Approximately 10 Miles from Celina		City of Plano Approximately 25 Miles from Celina		City of Denton Approximately 25 Miles from Celina	
Employer	Employees	Employer	Employees	Employer	Employees	Employer	Employees
Raytheon Co.	3,600	Frisco ISD	6,000	Bank of America Home Loans	5,400	University of North Texas	7,762
Torchmark Corp.	1,100	City of Frisco	1,275	HP Enterprise Services	4,800	Lewisville ISD	6,325
Encore Wire Corp.	1,000	Amerisource Bergen	1,200	Capital One	3,175	Wal-Mart	3,900
Medical Center of McKinney	938	Wingspan	1,100	J.C. Penney Co., Inc.	3,100	Denton ISD	3,255
Watson & Chalin Manufacturing	800	Conifer	728	Ericsson	2,650	Centex Home Equity	2,600
Baylor Medical Center	550	Baylor Medical Center	642	Alcatel - Lucent	2,500	Frito Lay, Inc.	2,500
Timber Blind & Shutter	500	Mario Sinacola & Sons	603	Frito Lay, Inc.	2,400	American Airlines	2,154
Performance Food Group	200	Collin College	510	Dell	2,200	Peterbilt Motors	2,100
Simpson Strong Tie Co.	240	Centennial Hospital	490	Texas Health Presbyterian Hosp.	1,670	Northwest ISD	1,636
Emerson Process Mgmt.	140	Oracle	409	Medical Center of Plano	1,300	Denton State School	1,500

Source: Municipal Advisory Council of Texas

City of Lewisville Approximately 25 Miles from Celina	
Employer	Employees
JP Morgan Chase	4,350
Lewisville ISD	2,061
Vista Ridge Mall	1,980
Nationstar Mortgage	1,440
Verizon	912
Wal-Mart (all city locations)	878
Lewisville Medical Center	791
Xerox	755
Ally	719
City of Lewisville	680

City of Carrollton Approximately 25 Miles from Celina	
Employer	Employees
Halliburton Energy Services	1,300
McKesson Corporation	999
GE Automation Services Inc.	875
G6 Hospitality	727
General Aluminum	700
Baylor Medical Center	700
RIA Computer Software	650
Western Extrusions Corp.	600
Brandt	550
RealPage Internet Access Sup.	500

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created by resolution of the City in accordance with the PID Act (the "Creation Resolution") for the purpose of undertaking and financing, in phases, the cost of certain public improvements within the District, including the Phase #1 Projects, authorized by the PID Act and approved by the City Council that confer a special benefit on the portion of the District property being developed in a phase. The District is not a separate political subdivision of the State and is governed by the City Council. A map of the property within the District is included on page v hereof.

Powers and Authority

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City's extraterritorial jurisdiction. The PID Act provides that the City may levy and collect Assessments on property in the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Phase #1 Projects. See "THE PHASE #1 PROJECTS." Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of certain road, water, wastewater, sanitary sewer, park and open space, and drainage public improvements within Phase #1 of the District and outside of the District comprising the Phase #1 Projects and to finance a portion of the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through Pledged Revenues. See "ASSESSMENT PROCEDURES" herein and "APPENDIX B — Form of Service and Assessment Plan."

THE PHASE #1 PROJECTS

General

The Phase #1 Projects consist of (a) Phase #1's proportionate share of the costs of the Major Improvement Projects and (b) the costs of the local infrastructure benefitting only Phase #1. See "THE DEVELOPMENT – Development Plan – Phase #1 Projects." A portion of the costs of construction of the Phase #1 Projects will be funded with proceeds of the Bonds (such portion to consist of a portion of Phase #1's proportionate share of the costs of the Major Improvement Projects and a portion of the costs of the local infrastructure benefitting Phase #1 only). The balance of the costs of the Phase #1 Projects will be paid by the Developer under the terms of the Phase #1 Reimbursement Agreement between the Developer and the City pursuant to the PID Act and reimbursed Assessment Revenues or the proceeds of Additional Bonds. See "SECURITY FOR THE BONDS SIMILARLY SECURED – Additional Bonds." The Phase #1 Projects will be dedicated to the City. The Developer is responsible for the completion of the construction, acquisition or purchase of the Phase #1 Projects, and the Developer or its designee will act as construction manager. The City will pay projects costs for the Phase #1 Projects from proceeds of the Bonds. The Developer will submit reimbursement requests on a monthly basis for costs actually incurred in developing and constructing the Phase #1 Projects and be reimbursed in accordance with the Indenture and the Construction, Funding, and Acquisition Agreement. See "THE DEVELOPMENT – Development Plan".

Phase #1 Projects. Phase #1 Projects, a portion of which are being financed with proceeds of the Bonds, include road, water, sanitary sewer and drainage space improvements benefitting Phase #1 of the District.

Roadway improvements: The roadway improvements within Phase #1 include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements include approximately 15,000 linear feet of local collectors (6" thick 31' wide concrete section) within a 50' ROW and will provide street access to each lot within Phase #1 as well as access to community roadways and state highways. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements: The water distribution system improvements within Phase #1 consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Phase #1 Assessed Property. The water distribution system improvements includes approximately 11,700 linear feet of 8" waterline with all appurtenances and will extend water service to the boundaries of Phase #1 and to all lots within Phase #1. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary sewer collection system improvements: The sanitary sewer collection system improvements within Phase #1 consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #1 Assessed Property. The sanitary sewer improvements include approximately 12,050 linear feet of sanitary sewer with all appurtenances and will extend wastewater service to the boundaries of Phase #1 and to all lots within Phase #1. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

The Phase #1 Projects will also include Phase #1's allocable share of certain Major Improvements, as described below:

Roadway improvements: The road improvements part of the Major Improvements includes construction of perimeter road and thoroughfare improvements, including related paving, turn lanes, curbs, gutters, sidewalks, signage, and traffic control devices. The road improvements include approximately 3,000 linear feet of 7" thick concrete pavement for John Campbell Trail (400 linear feet of 2 – 25' divided pavement section within a 90' ROW, 2,600 linear feet of 37' undivided pavement section within a 60' ROW), 1,400 linear feet of 7" thick concrete pavement for Josephine Boulevard (37' undivided pavement section within a 60' ROW), 2,250 linear feet of 7" thick concrete pavement for Ownsby Parkway (1,400 linear feet of 2 – 25' divided pavement section within a 90' ROW, 950 linear feet of 37' undivided pavement section within a 60' ROW) and will provide street access to the PID as well as access to community roadways and state highways. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. Phase #1's share of the roadway improvements is \$2,349,624.

Water distribution system improvements: The water distribution system improvements part of the Major Improvements consists of construction Approximately 2,550 linear feet of 18" watermain and 600 linear feet of 12" watermain and installation of water lines, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing, trench safety and erosion protection. These water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. Phase #1's share of the water distribution system improvements is \$98,634.

Sanitary sewer collection system improvements: The sanitary sewer improvements part of the Major Improvements consists of construction approximately 3,650 linear feet of 12" sanitary sewer main connects into a regional 21" sewer main at Josephine Boulevard and the creek and run north through Josephine Boulevard, east through Ownsby Parkway, and continues north along Preston Road to connect into the existing Carter Ranch sewer system and installation of service lines, manholes, encasements and appurtenances. The sanitary sewer collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. Phase #1's share of the sanitary sewer collection system improvements is \$307,441.

Strom drainage collection system improvements: The storm drainage collection system improvements part of the Major Improvements consists of construction approximately 18" – 36" reinforced concrete pipes, 6'x4', 7'x4', and 7'x5' reinforced concrete boxes, and 8 – 10'x8' multi-reinforced box culverts to server John Campbell Trail, 18" – 42" reinforced concrete pipes and 8 – 10'x4' multi-reinforced box culverts to server Josephine Boulevard, 18" reinforced concrete pipe and 2 – 6'x4' multi-reinforced box culverts to server Ownsby Parkway. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. Phase #1's share of the storm drainage collection improvements is \$82,243.

The Appraisal (as defined below) estimates that the value of the property within Phase #1 after construction, acquisition or purchase of the Phase #1 Projects is \$13,400,000.⁶ See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT". The cost of the Phase #1 Projects is expected to be approximately \$8,826,663.* A portion of such

⁶ Preliminary, subject to change.

costs in the amount of \$3,204,256* is expected to be paid with proceeds of the Bonds. The balance of such costs is expected to be paid by the City, according to the terms of the Phase #1 Reimbursement Agreement, and/or the issuance of Additional Bonds. At delivery of the Bonds, the Developer expects to advance funds in the approximate amount of \$4,556,960* in order to pay for a portion of the costs of the Phase #1 Projects, and shall be reimbursed to the Developer in the future pursuant to the Phase #1 Reimbursement Agreement. See “SOURCES AND USES OF FUNDS”.

The following table reflects the total expected costs of the Phase #1 Projects.

<u>Type of Improvement</u>	<u>Costs*</u>
Water	\$ 513,972
Sanitary Sewer	632,843
Roadway Improvements	3,296,087
Soft Costs	<u>778,068</u>
Subtotal	<u>\$5,220,970</u>
Major Improvement Costs Allocated to Phase #1	<u>\$3,605,692</u>
Total Cost of Phase #1 Projects	<u>\$8,826,663</u>

* Preliminary, subject to change.

Additionally, the Developer plans to construct certain private improvements at an approximate cost of consisting of, among other improvements, grading, water and sewer services, franchise utility services, landscaping and other miscellaneous items related such private improvements at an approximate cost of \$5,952,366*, [and an amenity center to serve the entire District at an approximate cost of \$_____ *] (collectively, the “Private Improvements”). The costs of the Private Improvements will be paid entirely by the Developer without reimbursement by the City. Further, per the Development Agreement between the City and the Developer relating to the District, dated July 19, 2016 (the “Development Agreement”), the Developer will make a contribution of \$241,800 as a Park Fee to the City for open space and trail systems which is payable at the close of the Bonds. This amount will not be reimbursed to the Developer by the City.

The Development Agreement

The Development Agreement provides certain rules and regulations for the design and construction of the Projects, the process for the development of all property within the District. Most of the District is currently zoned under the City’s Planned Development District #39, adopted by City Ordinance Number 2015-14 (“PDD #39”). PDD #39 allows certain residential uses and establishes guidelines pertaining to purpose, height, area, and setbacks. Because the District lies within the city limits of the City, the City’s zoning and subdivision regulations control the aspects of development not specifically set forth in PDD #39. The City plans to zone all of the property located in the District following annexation. See “THE DEVELOPMENT – Zoning/Permitting”. The Development Agreement supplements the City’s zoning and subdivision rules and regulations and PDD #39, provides the procedural process and timing for the establishment of the District, and outlines each party’s rights and obligations related to development of the property within the District.

Pursuant to the Development Agreement, the Developer will also make payments to the City for its pro-rata share of a regional sewer line and its share of certain water infrastructure previously built by the City and upsized to include capacity for the Development. Payments relating to the regional sewer line total \$108,051.00, the first \$59,544.23 of which is due at closing of the Bonds. The remaining amount is payable prior to the issuance of the first building permit for a lot in Phase #2. Payments relating to the water infrastructure total \$110,250.00 the first \$60,756.05 of which is due at closing of the Bonds. The remaining amount is payable prior to the issuance of the first building permit for a lot in Phase #2.

Ownership and Maintenance of Improvements

The Phase #1 Projects will be dedicated to and accepted by the City and will constitute a portion of the City's infrastructure improvements. The City will provide for the ongoing operation, maintenance and repair of the Phase #1 Projects constructed and conveyed, as outlined in the Service and Assessment Plan. The Private Improvements will be dedicated to and accepted by the HOA. The HOA will provide for the ongoing operation, maintenance and repair of the Private Improvements through the administration of a maintenance and operation fee and/or a property owner's association fee to be paid by each lot owner within the District.

THE DEVELOPMENT

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Developer has reviewed this Official Statement and warrants and represents that neither (i) the information under the caption "THE DEVELOPMENT" nor (ii) the information relating to the Developer's plan for developing the land within the District (the "Development") under the subcaption "BONDHOLDERS' RISKS — Dependence Upon Developer" contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

Overview

The Development is an approximately 113.548 acre master planned project located within the city limits of the City, near the intersection of Preston Road and CR 53. The City, located in the north-central region of the Dallas-Fort Worth-Arlington, Texas Metropolitan Statistical Area (the "DFW MSA"), is poised for significant growth as the overall DFW MSA continues its growth trajectory.

The land within the Development is owned by the Developer, which is an affiliate of Centurion American Custom Homes Inc. d/b/a Centurion American Development Group Inc. ("Centurion"), as described below in "THE DEVELOPER — Description of the Developer." See "THE DEVELOPER — History and Financing of the District". In addition, the Development will include a variety of parks, trails, an amenity center and open space areas for its residents and others to enjoy. This combination will provide its residents a community environment in which to live. Furthermore, the Development is primarily located within the Celina Independent School District.

The Developer develops infrastructure and community improvements (amenities, parks, trails, etc.) and sells residential lots to high-quality production homebuilders under lot takedown contracts. In addition, the Developer develops infrastructure needed to support various parcels of land within the District that can be sold to third party developers for commercial uses.

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The Developer expects to complete the Development in two phases over a [five] year period, with the expected completion of the infrastructure serving Phase #1 by _____. The Developer's current expectations regarding estimated home prices in Phase #1 of the District are as follows:

**ESTIMATED HOME PRICES
PHASE #1**

<u>Lot Size (Width in Ft.)</u>	<u>Quantity</u>	<u>Base Lot Price</u>	<u>Average Base Home Price</u>
50	138		
60	67		
Total	205		

Merchant Builder Lot Purchase and Sale Agreements

The Developer's current expectations regarding the build-out of the entire Development and sale of lots therein are shown in the following tables. The Developer has entered into Lot Purchase and Sale Agreements with First Texas Homes, Megatel Homes III, LLC ("Megatel Homes"), and Pulte Homes of Texas, L.P. ("Pulte Homes"). Collectively, these homebuilders have contracted to purchase all lots within Phase #1 of the District. The following table provides the number of lots by lot type under contract with each homebuilder in Phase #1. **[CONTRACTS ARE FOR MORE LOTS THAN THE APPRAISAL AND THE SAP SHOW ARE IN PHASE #1. DEVELOPER TO CONFIRM.]**

**HOMEBUILDER CONTRACTS*
PHASE #1**

<u>Homebuilder</u>	<u>50 ft Type</u>	<u>60 ft Type</u>	<u>Totals</u>
First Texas Homes	0	61	61
Pulte Homes	87	0	87
Megatel Homes	<u>87</u>	<u>0</u>	<u>87</u>
Total Under Contract	174	61	235

*includes 2 model home lots for each builder

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In addition covering lots in Phase #1, the Lot Purchase and Sale Agreements also provide for the purchase of lots in Phase #2 as follows: (i) First Texas Homes, 42 lots in Phase #2 (including 2 model home lots), (ii) Pulte Homes, 47 lots in Phase #2 (including 1 model home lot), and (iii) Megatel Homes, 47 lots in Phase #2 (including 1 model home lot). Collectively, these homebuilders have contracted to purchase 371 lots out of the 372 expected total lots within the District (or 99.7% of total lots expected for the District). The feasibility period under the Lot Purchase and Sale Agreements with First Texas Homes, Pulte Homes and Megatel Homes has expired, and therefore, the earnest money deposited with the Developer to hold these lot contracts is a hard deposit and no longer refundable. The following table provides the number of lots by Phases under contract with each homebuilder.

HOMEBUILDER CONTRACTS PHASES #1-2

<u>Homebuilder</u>	<u>Total Lots</u>	<u>Lots per Takedown</u> 8 lots at close; 8 lots after 120 days; 8 lots quarterly	<u>Takedown</u>	<u>Phase #1</u>	<u>Phase #2</u>
First Texas Homes	103		50 ft Type 60 ft Type	-- 61	-- 42
Megatel Homes	134	10 lots at close; 10 lots after 120 days; 10 lots quarterly	50 ft Type 60 ft Type	87 --	47 --
Pulte Homes	134	8 lots at close; 8 lots after 120 days; 8 lots quarterly	50 ft Type 60 ft Type	87 --	47 --
Total Under Contract	371			235	136
Total Not Under Contract	1			135	55

Merchant Builder Lot Selection

The majority of homes within the Development are being purchased by merchant builders who are acquiring an exact number of lots that will be allocated not in specific blocks of parcels but instead are “mixed” among the various merchant builders within the respective lot types. For example on a given block of 50 foot lots, the three different competing merchant builder may each acquire 15 lots interwoven within the Project. This approach is commonly utilized in modern real estate residential development and has a proven track record. Further, this lot allocation approach provides the home purchasers with a subdivision showing diversity of product and appearance.

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Expected Build-Out of the District

The Developer expects to complete the Development in several phases over a five year period. The following tables provide the Developer's expected build-out schedule of the District and absorption schedule by lot type for the District.

EXPECTED BUILD-OUT SCHEDULE OF DISTRICT

<u>Phase</u>	<u>Single-Family Lots</u>	<u>Expected Infrastructure Completion Date</u>	<u>Expected Final Sale Date</u>
1	205		
2	<u>167</u>		
Total	372		

EXPECTED ABSORPTION BY LOT TYPE

<u>Expected Final Sale Date</u>	<u>50 Ft.</u>	<u>60 Ft.</u>	<u>Total Lots</u>
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
Total			

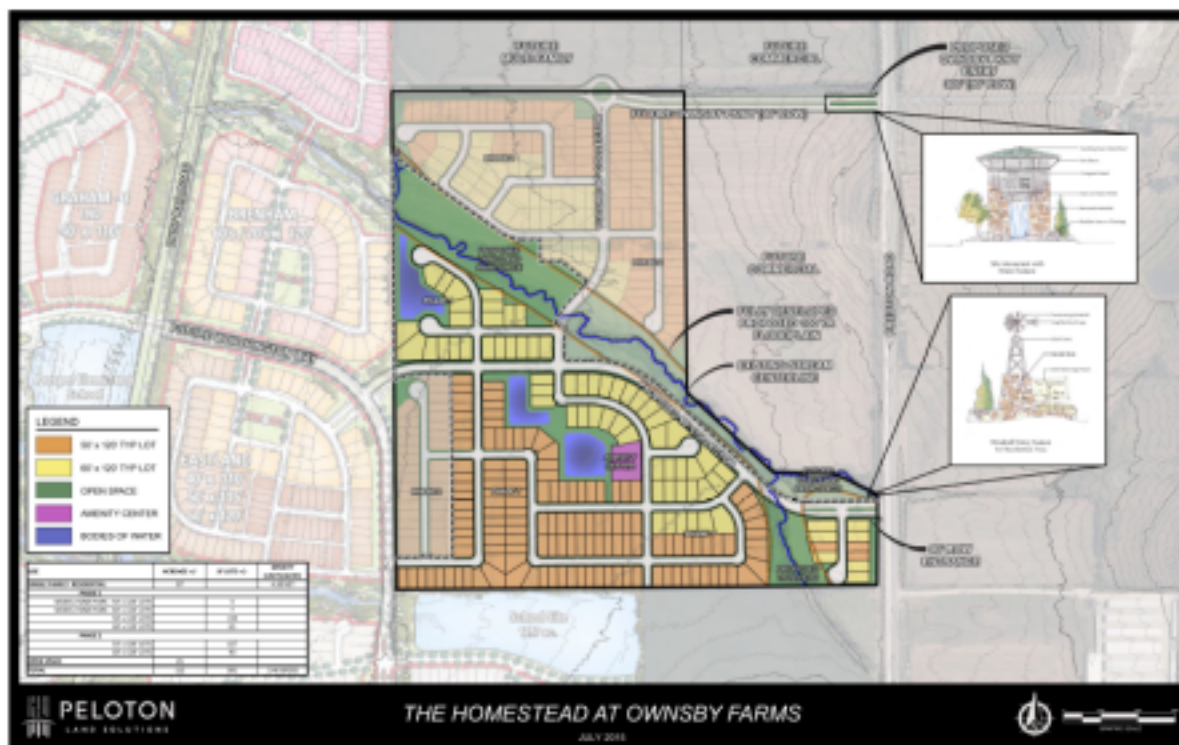
Development Plan

The current development plan is divided into two major stages: (1) concurrent development of the Phase #1 Projects and a portion of the Major Improvement Projects to serve Phase #2 of the District, followed by (2) phased development of [additional Major Improvement Projects allocable to Phase #2] and local area improvements to serve Phase #2 of the District. The Developer plans to commence development before the end of calendar year 2017. The current development plan is to develop the Phase #1 Projects followed by the development of Phase #2 of the District. See THE DEVELOPMENT — Development Plan — Concept Plan,” “PHASE #1 PROJECTS” and “APPENDIX B — Form of Service and Assessment Plan.”

Proceeds of the Bonds will pay for a portion of the costs of the Phase #1 Projects. The City expects to finance the balance of the Phase #1 Projects not paid with proceeds of the Bonds through the issuance of Additional Bonds and by a Developer contribution. See “SECURITY FOR THE BONDS SIMILARLY SECURED —Additional Bonds.”

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Concept Plan: Below is the current concept plan of the Development as approved by the City. The concept plan is conceptual and subject to change consistent with the City's zoning and subdivision regulations.



Phased PID Bonds

The City expects to issue Phased PID Bonds to finance the cost of (i) additional Major Improvement Projects and (ii) local improvements benefitting Phase #2. The estimated costs of the local improvements benefitting Phase #2 of the District will be determined Phase #2 is developed, and the Service and Assessment Plan will be updated to identify the Public Improvements to be constructed within each Phase #2 the District and financed by each new series of Phased PID Bonds. Such Phased PID Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within Phase #2 of the District. The Developer anticipates that Phased PID Bonds will be issued over a [five] year period, as described in the Service and Assessment Plan.

The Bonds, any Additional Bonds issued by the City, the Phase #2 Major Improvement Bonds and any Phased PID Bonds issued by the City are separate and distinct issues of securities. The City reserves the right to issue Phased PID Bonds for any purpose permitted by the PID Act, including those described above.

Zoning/Permitting

Most of the District is currently zoned under PDD #39. PDD #39 allows certain residential uses and establishes guidelines pertaining to purpose, height, area, and setbacks. Because most of the District lies within the city limits of the City, the City's zoning and subdivision regulations control the aspects of development not specifically set forth in PDD #39. The City plans to zone all of the property located in the District following annexation. .

Amenities

[TO BE PROVIDED].

Environmental

A Phase One Environmental Site Assessment (a “Phase One ESA”) of the assemblage was completed on November 21, 2014. Based on the information presented in the Phase One ESA, there was no evidence that the Development was under environmental regulatory review or enforcement action. The site reconnaissance, regulatory database review and historical source review revealed no evidence of recognized environmental conditions involving the site.

Phase #1 of the District is located on FEMA Panel 48085C0120J, dated June 2, 2009 and a portion of the northern sector and southeastern quadrant of Phase #1 is located within a floodplain area. [DESCRIBE USE OF LAND IN FLOOD PLAIN]

According to the website for the United States Fish and Wildlife Service, the Least Tern is an endangered species in Collin County. The Developer is not aware of any endangered species located on District property.

Utilities

The City will provide both water and wastewater service to Phase #1 of the District. The City purchases its water wholesale from the UTRWD, and the City maintains its own water distribution system and wastewater collection and treatment system. Both the City’s water distribution system and wastewater collection and treatment system currently have sufficient capacity to provide water and wastewater service to the District.

The Developer expects additional utilities to be provided by: (1) Phone/Data - AT&T; (2) Electric - CoServ Electric; (3) Cable - AT&T; and (4) Natural Gas - Atmos Energy. [DEVELOPER TO CONFIRM]

Competing Developments

The Development is expected to compete with projects in the market generally. The Developer believes the following projects currently appear to be the most direct competition for the Development:

Lakes at Mustang Ranch, Celina, Texas: Lakes at Mustang Ranch is located approximately 5.5 miles from the Development and is planned for approximately 1,799 single-family units. It is anticipated that home prices in Lakes at Mustang Ranch will range from \$200,000 to \$400,000. Development of Phase #1 commenced in 2015 and will be completed in 2016; Phase 1 consists of approximately 334 lots. Lakes at Mustang Ranch is being developed by the Cambridge Companies.

Light Farms, Celina, Texas: Light Farms is located approximately 4.4 miles from the Development and is planned for approximately 2,208 single-family units. It is anticipated that home prices in Light Farms will range from \$273,000 to \$780,000. Development commenced in 2012; approximately 1,050 units remain. Light Farms is being developed by Republic Property Group.

Carter Ranch, Celina, Texas: Carter Ranch is located approximately 1 mile from the Development and is planned for approximately 909 single-family units. It is anticipated that home prices in Carter Ranch will range from \$268,000 to \$624,000. Development commenced in 2003; 70 lots are under construction and 71 lots remain to be built. Carter Ranch is being developed by Centurion American Development.

Parkside, Celina, Texas: Parkside is located approximately 2.7 miles from the Development and is planned for approximately 156 single-family units. It is anticipated that home prices in Parkside will range from \$275,000 to \$365,000. Development commenced in 2014 and Phase 1 of 78 lots was completed in late 2015; 78 lots remain to be built. Parkside is being developed by Forestar Real Estate Group.

Creeks of Legacy, Celina, Texas: Creeks of Legacy is located approximately 5.3 miles from the Development and is planned for approximately 1,021 single-family units. It is anticipated that home prices in Creeks of Legacy will range from 50 ft. lots \$270,000 to \$350,000, 60 ft. lots \$300,000 to \$400,000 and 70 ft. lots \$313,000 to \$410,000. Development of Phase 1 of approximately 427 lots were completed in late 2015 and mid 2016; 594 units remain. Creeks of Legacy is being developed by Centurion American.

Wells North, Celina, Texas: Wells North is located approximately 1 mile from the Development and is planned for approximately 803 single-family units. It is anticipated that home prices in Wells North will range from 50 ft. lots \$260,000 to \$325,000 and 60 ft. lots \$312,000 to \$390,000. Development has not yet commenced. Wells North is being developed by Hillwood Communities.

Well South, Celina, Texas: Wells South is located approximately 3.1 miles from the Development and is planned for approximately 1,370 single-family units. It is anticipated that home prices in Wells South will range from 50 ft. lots \$260,000 to \$325,000 and 60 ft. lots \$312,000 to \$390,000. Development of Phase 1 commenced in May 2016 and will be completed in 2017. Wells South is being developed by Hillwood Communities.

Windsong Ranch, Prosper, Texas: Windsong Ranch is located approximately 10 miles from the Development and is planned for approximately 2,400 single-family units, 300 multifamily units, 300 townhome units and 200 acres of commercial. It is anticipated that single family home prices in Windsong Ranch will range from \$375,000 to \$725,000. Development commenced in 2013; 1,916 units remain. Windsong Ranch is being developed by Terra Verde Group.

Glen Crossing, Celina, Texas: Glen Crossing is located approximately 1.3 miles from the Development and is planned for approximately 349 single-family units. It is anticipated that home prices in Glenn Crossing will range from \$337,500 to \$405,000. Development has not yet commenced. Glen Crossing is being developed by W/J CR 55 LP, an affiliate of Wynne/Jackson, Inc.

THE DEVELOPER

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General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

Description of the Developer

The Developer is an affiliate of Centurion and was created by Centurion for the purpose of managing and ultimately conveying property in the District to third parties, as described under the caption "THE DEVELOPMENT." The Developer is a nominally capitalized limited partnership, the primary asset of which is unsold property within the District. The Developer will have no source of funds with which to pay Assessments or taxes levied by the City or any other taxing entity other than funds resulting from the sale of property within the District or funds advanced to the Developer by an affiliated party. The Developer's ability to make full and timely

payments of Assessments or taxes will directly affect the City's ability to meet its obligation to make payments on the Bonds.

Since 1990, Centurion has developed over 10,000 single-family lots in dozens of communities surrounding North Texas. It has worked closely with investors, land-owners, financial institutions, and vendors to acquire over 15,000 acres of land inventory for a diverse mix of developments in size and scope. Centurion's communities include amenities such as parks, golf courses, water parks themes, and hiking and biking trails. Over the past twenty years, Centurion has demonstrated the ability to successfully deliver master-planned communities that have been recognized in the real estate industry.

Mr. Mehrdad Moayedi has ultimate control and full ownership of Centurion, the Developer, and all of the Developer's affiliates. Centurion maintains a staff of approximately 25 employees. Centurion creates single-asset limited liability companies to own development sites and contracts with developers and other professionals in the delivery of its communities.

In addition, Centurion works closely with local municipalities, commercial developers, and public school systems as part of its overall master plan. Centurion works with North Texas' top builders to deliver the latest concepts ranging from upscale, luxury homes in secluded neighborhoods to affordable housing communities for first-time home buyers. Centurion purchases and develops land in prime locations with the right mix of natural land settings, strong job growth, good school systems and access to local community shopping. A snapshot of some of the communities Centurion has developed is presented below.

<u>Name</u>	<u>County</u>	<u>Property Type</u>	<u>Starting Home Price</u>
Entrada at Westlake	Tarrant	Mixed Use	\$450,000
River Walk at Central Park	Denton	Mixed Use	\$375,000
The Villas at Twin Creeks	Collin	Single Family	\$230,000
Kensington Gardens	Dallas	Single Family	\$500,000
Water's Edge at Hogan's Glen	Denton	Single Family	\$480,000
Montalcino Estates	Denton	Single Family	\$700,000
Estancia Estates	Denton	Single Family	\$400,000
Highlands Glen	Denton	Single Family	\$300,000
The Highlands at Trophy Club	Denton	Single Family	\$250,000
Water's Edge	Denton	Single/Multifamily	\$300,000
Williamsburg	Rockwall	Single Family	\$150,000
Crestview at Prosper Creek	Collin	Single Family	\$250,000
Palomar Estates	Tarrant	Single Family	\$750,000
Estancia	Tarrant	Single Family	\$450,000
Verandah	Rockwall	Single Family	\$100,000
Terracina	Denton	Single Family	\$350,000
The Resort on Eagle Mountain Lake	Tarrant	Single/Multifamily	\$250,000
Travis Ranch	Kaufman	Single Family	\$150,000
Carter Ranch	Collin	Single Family	\$150,000
Frisco Hills	Denton	Single Family	\$200,000
Rolling Meadows	Tarrant	Single Family	\$100,000
Waterfront at Enchanted Bay	Tarrant	Single Family	\$150,000
Thornbury	Travis	Single Family	\$100,000
Rough Hollow	Travis	Single Family	\$550,000
Lexington Parke	Travis	Single Family	\$100,000
Villages of Woodland Springs	Tarrant	Single Family	\$150,000
Spring Creek	Tarrant	Single Family	\$100,000
Silver Ridge	Tarrant	Single Family	\$150,000
Sendera Ranch	Tarrant	Single Family	\$100,000
Rosemary Ridge	Tarrant	Single Family	\$100,000
Llano Springs	Tarrant	Single Family	\$150,000
Hills of Lake Country	Tarrant	Single Family	\$150,000
Garden Springs	Tarrant	Single Family	\$100,000

Dominion Estates	Tarrant	Single Family	\$100,000
Deer Creek North	Tarrant	Single Family	\$100,000
Creskide of Crowley	Tarrant	Single Family	\$100,000
Bonds Ranch	Tarrant	Single Family	\$150,000
Crown Valley	Parker	Single Family	\$150,000
Windmill Farms	Kaufman	Single Family	\$100,000
Knox Ranch	Hood	Mixed Use	\$450,000
Windsor Hills	Ellis	Single Family	\$250,000
Saddlebrook	Ellis	Mixed Use	\$100,000
The Villas of Indian Creek	Denton	Single Family	\$150,000
Valencia on the Lake	Denton	Single/Multifamily	\$100,000
Shale Creek	Wise	Single Family	\$100,000
Shahan Prairie	Denton	Single Family	\$150,000
Frisco Ranch	Denton	Single Family	\$150,000
Brookfield	Denton	Single Family	\$100,000
Sweetwater Crossing	Collin	Single Family	\$100,000
Prestwyck	Collin	Mixed Use	\$190,000
Oak Hollow	Collin	Single Family	\$100,000
Northpointe Crossing	Collin	Single Family	\$100,000
McKinney Greens	Collin	Single Family	\$150,000
The Dominion	Dallas	Multifamily	\$250,000
Three Thousand Flora	Dallas	Multifamily	\$250,000
Residences at the Stoneleigh	Dallas	Multifamily	\$750,000
Mountain Creek	Dallas	Single Family	\$350,000
Chateaus of Coppell	Dallas	Single Family	\$350,000
The Bridges at Preston Crossings	Parker	Single Family	\$250,000

Executive Biography

Mehrdad Moayedí is the President and Chief Executive Officer of Centurion. Mr. Moayedí has more than twenty-five years of direct experience in the development industry. With a background in construction and real estate, Mr. Moayedí employs a comprehensive approach to each Centurion development. Mr. Moayedí has extensive knowledge of the interconnection of all parts of residential real estate development, which provides Centurion with a unique advantage over other residential developers.

Before forming JBM Development in 1986, Mr. Moayedí completed several construction and fee development projects in Northeast Tarrant County, Texas subdivisions as well as various construction and remodeling projects. JBM Development, along with Centurion American Custom Homes, formed Centurion in 1990. The company has become broadly diversified, with residential developments ranging from upscale high-rise residential towers to affordable housing communities for first-time home buyers.

History and Financing of the District

The Developer purchased all four parcels of land comprising property in the District on March 5, 2015 at a price of \$5,593,290. In order to finance the purchase of the land within the District, the Developer has obtained a loan in the amount of \$4,000,000 from Chambers Bank (the "Acquisition Lender") pursuant to a Promissory Note dated March 4, 2015 (the "Note"), which is secured by a lien on all of the real property within the District and improvements thereon owned by the Developer (the "Acquisition Loan"). The Acquisition Loan bears interest at a rate of 7% and matures on February 27, 2017. Payments under the Acquisition Loan are interest only payments due quarterly, with the full principal of the Acquisition Loan payable at maturity. The Acquisition Loan is personally guaranteed by Mehrdad Moayedí.

The PID Act provides that the Assessment Lien is a first and prior lien against an Assessed Parcel within Phase #1 and is superior to all other liens and claims except liens or claims for state, county, school district, or municipality ad valorem taxes. Additionally, at or prior to delivery of the Bonds, the Acquisition Lender shall

consent to and acknowledge the creation of the District, the levy of the Assessments and the subordination of the lien securing the Acquisition Loan to the assessment liens on property within the District securing payment of the Assessments. As a result, the lien on the property within the District securing the Assessments will have priority over the liens on the property within the District securing the Acquisition Loan.

THE ASSESSMENT CONSULTANT AND ADMINISTRATOR

The following information has been provided by the Assessment Consultant and the Administrator. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Assessment Consultant and the Administrator have reviewed this Official Statement and warrants and represents that the information herein under the caption "THE ASSESSMENT CONSULTANT AND ADMINISTRATOR" does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

MuniCap, Inc. ("MuniCap") is a public finance consulting firm with a specialized consulting practice providing services related to the formation and administration of special tax and special assessment districts. MuniCap currently acts as the administrator for over 150 special assessment and taxing districts in 17 states, including 29 public improvement districts in Texas (including the District).

Assessment Consultant

The information regarding the Service and Assessment Plan in this Official Statement has been provided by MuniCap as the "Assessment Consultant" to the City and has been included in reliance upon the authority of such firm as an expert in the field of development planning and finance.

Administrator

Prior to delivery of the Bonds, the City will enter into an agreement for administration of the District (the "MuniCap Agreement") with MuniCap as the "Administrator" to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The MuniCap Agreement will include seven general types of services provided by MuniCap: (i) administrative support services related to the Assessments, (ii) delinquency management, (iii) prepayment of Assessments, (iv) arbitrage rebate services, (v) continuing disclosure services, (vi) accounting and audit coordination, and (vii) IRS compliance monitoring

APPRAISAL OF PROPERTY WITHIN THE DISTRICT

The Appraisal

General. Jackson Claborn, Inc. (the "Appraiser"), prepared an appraisal report for the City dated May 20, 2016, based upon a physical inspection of the District conducted on May 12, 2016 (the "Appraisal"). The Appraisal was prepared at the request of the City. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to Phase #1 and Phase #2 of the District. The Appraisal is attached hereto as APPENDIX E and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See "APPENDIX E — Appraisal of the District."

Value Estimates. The Appraiser estimated the aggregate market value of the fee simple interest in various tracts of land comprising Phase #1 of the District under the hypothetical condition that the Phase #1 Projects. See "THE PHASE #1 PROJECTS." The Appraisal does not reflect the as-is condition of Phase #1 of the District as the Phase #1 Projects have not yet been constructed. Moreover, the Appraisal does not reflect the value of Phase #1 of the District as if sold to a single purchaser in a single transaction. The Appraisal provides the fee simple estate values for the District in Phase #1 and Phase #2. The Appraiser refers to the completion of the Phase #1 Projects and the Major Improvement Projects as the initial phase or "Phase 1." The proceeds of the Bonds will be used to develop Phase 1 (also referred to in the Appraisal as Pod 1) and the proceeds of the Phase #2 Bonds will be used to develop

Phase 2 (also referred to in the Appraisal as Pod 2 and Pod 3). References in the Appraisal to “Phase 1” or any to “Phase 1”, “Phase 2”, “Pod 1”, “Pod 2” and “Pod 3” need to be interpreted accordingly. See “APPENDIX E — Appraisal of the District.”

The value estimate for the assessable property within Phase #1 of the District using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, as of May 12, 2017 is \$13,400,000.

Value to Assessment Burden Ratio

The primary security for the Bonds will consist of Pledged Revenues (which, in turn, primarily consist of the Annual Installments of the Assessments). Subject to the extraordinary assumptions and hypothetical conditions stated therein, the Appraisal sets forth the estimated market value of the property subject to assessment within Phase #1 of the District to be \$13,400,000. As noted above, the estimated market value of the property within Phase #1 of the District assumes (among other matters) completion of the Phase #1 Projects, a portion of which will be financed with the proceeds of the Bonds. See “THE DEVELOPMENT.”

Set forth below for the purpose of illustration is the ratio derived from a comparison of the estimated value of property within Phase #1 of the District and the principal amount of the Bonds.

When compared to the estimated market value of the assessable property in Phase #1 of the District upon completion of the development thereof (\$13,400,000), the principal amount of the Bonds has an estimated value to assessment burden ratio of 3.00⁷ to 1.

In comparing the appraised value of the real property within Phase #1 of the District and the aggregate principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Assessment can be foreclosed upon, and the real property within Phase #1 of the District cannot be foreclosed upon as a whole to pay delinquent Assessments of the owners of such parcels within the District unless all of the property is subject to a delinquent Assessment. In any event, individual parcels may be foreclosed upon separately to pay delinquent Assessments levied against such parcels.

Other public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. Liens created on the property within the District through the levy of ad valorem taxes as well as liens created through the levy of the Assessments are a first and prior lien superior to all others. For example, construction loans may be obtained by the Developer or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be in a junior position to ad valorem tax and assessment liens. See “OVERLAPPING TAXES AND DEBT” and “ASSESSMENT PROCEDURES.”

BONDHOLDERS’ RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS SIMILARLY SECURED ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS SIMILARLY

⁷ Preliminary, subject to change.

SECURED DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SIMILARLY SECURED SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SIMILARLY SECURED SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS SIMILARLY SECURED OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS SIMILARLY SECURED OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within the District to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Phase #1 of the District, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the lots within the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such lots.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within the District should proceed more slowly than expected and the Developer is unable to pay the Assessments, only the value of the lands, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Phase #1 of the District. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

Assessment Limitations

Annual Installments of Assessments are billed to property owners in Phase #1 in the District. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as set forth under "ASSESSMENT PROCEDURES" herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year, the annual payment of the reimbursement obligations due under the Phase #1 Reimbursement Agreement and the annual collection costs for such year. See "ASSESSMENT PROCEDURES" herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in the District, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance

that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See “BONDHOLDERS’ RISKS — Remedies and Bankruptcy” herein.

Upon an ad valorem tax lien foreclosure event of a property within Phase #1, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, §372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code § 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property. It is unclear under Texas law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under Texas law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights will have been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Developer has represented that it owns all property within the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Parcels superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS WILL CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND WILL BE A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN PHASE #1 OF THE DISTRICT.

Risks Related to the Current Real Estate Market

During recent years, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate market difficult. These downturns in the real estate market and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of lot and home sales within the District. There have been reports of various public-private efforts to relieve the subprime mortgage crisis but as of yet no one can predict with certainty when the real estate market will rebound.

Competition

The housing industry in the Dallas-Fort Worth area is very competitive, and none of the Developer, the City, the City's Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will ever commence. The competitive position of the Developer in the sale of developed lots or of any other homebuilder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District.

TIRZ Credit and Marketing of the Development

The TIRZ Revenues are generated only from ad valorem taxes levied and collected by the City on the captured appraisal value in the TIRZ in any year. Any delay or failure by the Developer to develop Phase #1 may result in a reduced amount of the TIRZ Revenue being available to credit the Assessments. TIRZ Revenues generated from the captured appraised value for each parcel in Phase #1 during the development of such parcel will result in a TIRZ Credit which is not sufficient to achieve the Targeted Net Average Annual Installment. The TIRZ Credit may not provide for the Targeted Net Average Annual Installment until the second year that a home on such parcel is assessed. See "OVERLAPPING TAXES AND DEBT."

It is uncertain what impact, if any, the TIRZ Credit application to the Annual Installments will have on the underwriting of residential mortgages. If the underwriter of a residential mortgage does not recognize the TIRZ Credit it may make it more difficult for a borrower to qualify for a home mortgage which could have a negative impact on home sales and projected absorption.

Loss of Tax Exemption

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS" herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

Bankruptcy

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within the District to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners to pay the Assessments.

Depletion of Reserve Account of Reserve Fund

Failure of the owners of property within the District to pay the Assessments when due could result in the rapid, total depletion of Reserve Account of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Account of the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund, the amount in the Reserve Account of the Reserve Fund is less than the Reserve Fund Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under “SECURITY FOR THE BONDS SIMILARLY SECURED — Reserve Account of the Reserve Fund” herein.

Hazardous Substance

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or “Superfund Act,” is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner (or operator) of any of the parcels within the District has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. The actual occurrence of any of these possibilities could significantly negatively affect the value of a parcel that is realizable upon a foreclosure.

See “THE DEVELOPMENT – Environmental” for discussion of the previous Phase I ESA performed on property within the District.

Regulation

Development within the District may be subject to future federal, state and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

100-Year Flood Plain

Approximately 37 acres in the southern quadrant of the District are located within an official FEMA 100 year flood plain as shown on the current Federal Emergency Management Agency’s Flood Insurance Rate Map No. 48085C0120J, Collin County, Texas, effective June 2, 2009, Panel 120 of 600 (the “Flood Plain”). **DESCRIBE USE OF FLOOD PLAIN PROPERTY]**

Bondholders' Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of at least 25% the owners of the Bonds Similarly Secured, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City's obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within the District or sell property within the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See "BONDHOLDERS' RISKS — Bankruptcy Limitation to Bondholders' Rights" herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) ("Tooke") that a waiver of sovereign immunity must be provided for by statute in "clear and unambiguous" language. In so ruling, the Court declared that statutory language such as "sue and be sued", in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the "Local Government Immunity Waiver Act"), which, according to the Court, waives "immunity from suit for contract claims against most local governmental entities in certain circumstances." The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

On April 1, 2016, the Texas Supreme Court ruled in *Wasson Interests, Ltd. v. City of Jacksonville*, __ S.W. 3d __ (Tex. 2016) that sovereign immunity does not imbue a city with derivative immunity when it performs proprietary, as opposed to governmental, functions in respect to contracts executed by a city. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under the authority or for the benefit of the state. In its decision, the Court held that since the Local Government Immunity Waiver Act waives governmental immunity in certain breach of contract claims without addressing whether the waiver applies to a governmental function or a proprietary function of a city, the Court could not reasonably read the Local Government Immunity Waiver Act to evidence legislative intent to waive immunity when a city performs a proprietary function.

The City is not aware of any Texas court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in *Tooke*, and it is unclear whether *Tooke* will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by Texas courts. In general, Texas courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. Texas courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision

and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract)

No Acceleration

The Indenture does not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Bankruptcy Limitation to Bondholders' Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under Texas law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under Texas law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt.

Management and Ownership

The management and ownership of the Developer and related property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in development projects comparable to that of the Development.

General Risks of Real Estate Investment and Development

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer. Furthermore, the operating revenues of the Developer may be materially adversely affected if specific conditions in the lot purchase contracts are not met. Failure to meet the lot purchase contract's conditions allows the applicable lot purchaser to terminate its obligation to purchase lots from the

Developer and obtain its earnest money deposit back. See “THE DEVELOPMENT – Expected Build-Out Schedule” herein.

The Development cannot be initiated or completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of each phase of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

Dependence Upon Developer

The Developer, as the owner of all of the parcels in the District, currently has the obligation for payment of 100% of the Assessments. The ability of the Developer to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. The only assets of the Developer are land within the District, related permits and development rights, and minor operating accounts. The source of funding for future land development activities and infrastructure construction to develop the remaining lots proposed for the District also consists of proceeds from Additional Bonds, the Phase #2 Major Improvement Bonds or Phased PID Bonds and proceeds of lot sales, as well as possible bank financing and equity contributions by the Developer. There can be no assurances given as to the financial ability of the Developer to advance any funds to the City to supplement revenues from the Assessments if necessary, or as to whether the Developer will advance such funds.

Moreover, the City will pay projects the Developer or the Developer’s designee costs for the Phase #1 Projects from proceeds of the Bonds. The Developer will submit reimbursement requests on a monthly basis for costs actually incurred in developing and constructing the Phase #1 Projects, and be reimbursed in accordance with the Construction, Funding and Acquisition Agreement. See “THE PHASE #1 PROJECTS – General” and “THE DEVELOPMENT – Development Plan”. There can be no assurances given as to the financial ability of the Developer to complete such improvements.

Agricultural Use Valuation and Redemption Rights

All of the property within Phase #1 of the District is currently entitled to valuation for ad valorem tax purposes based upon its agricultural use. Under Texas law, an owner of land that is entitled to an agricultural valuation has the right to redeem such property after a tax sale for a period of two years after the tax sale by paying to the tax sale purchaser a 25% premium, if redeemed during the first year, or a 50% premium, if redeemed during the second year, over the purchase price paid at the tax sale and certain qualifying costs incurred by the purchaser. Although Assessments are not considered a tax under Texas law, the PID Act provides that the lien for Assessments may be enforced in the same manner as a lien for ad valorem taxes. This shared enforcement mechanism raises a possibility that the right to redeem agricultural valuation property may be available following a foreclosure of a lien for Assessments, though there is no indication in Texas law that such redemption rights would be available in such a case.

At closing of the Bonds, the Developer will execute an Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation (a “Redemption Agreement”) with the City pursuant to which the Developer will convey to the Trustee for the benefit of the owners of the Bonds its right to redeem any agricultural valuation property and require any subsequent purchaser from the Developer to execute a similar conveyance. In addition, the Developer will deliver, and require any subsequent purchaser to deliver, into escrow with the Trustee a waiver of agricultural valuation, which the Trustee will be authorized to release to the City to be filed with the Collin County Tax Assessor/Collector in the event that the Developer or any subsequent owner has not paid ad valorem taxes or the Assessments due in respect of agricultural valuation property within 60 days of their due date. The Redemption Agreement will be enforceable by the City on behalf of the owners of the Bonds. Although the Redemption Agreement is intended to protect the City and the owners of the Bonds against potential redemption rights of the Developer and any subsequent purchaser in the context of a foreclosure proceeding, because there is

currently no case law with respect to waiver of redemption rights or an agricultural valuation, it is unclear whether the Redemption Agreement is enforceable under Texas law.

Because the enforceability of a Redemption Agreement is not certain, as additional protection against the occurrence of a tax sale for non-payment of ad valorem taxes and the associated risk of redemption rights arising, the Developer will pay to the Trustee prior to delivery of the Bonds, and maintain at all times while there exists property in Phase #1 of the District that is entitled to valuation based on its agricultural use, an amount equal to the estimated ad valorem taxes assessed against agricultural valuation property to become due in the next two years. Such funds will be held by the Trustee and used to pay delinquent ad valorem taxes on agricultural valuation property and thereby potentially avoid the possibility of a sale for non-payment of ad valorem taxes and the associated risk of redemption rights arising. In the event such funds are used to pay delinquent ad valorem taxes, the Developer will be required to replenish such funds previously held by the Trustee. A proportionate amount of such deposit will be returned to the Developer upon termination of the Redemption Agreement.

The Developer expects that the agricultural use valuations within Phase #1 will terminate in 2017, and that the agricultural use valuations within Phase #2 of the District will be terminated beginning in 20__.

TAX MATTERS

Tax Exemption

The delivery of the Bonds is subject to the opinion of Bond Counsel to the effect that interest on the Bonds for federal income tax purposes (1) will be excludable from gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date of such opinion (the “Code”), pursuant to section 103 of the Code and existing regulations, published rulings, and court decisions, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof who are individuals or, except as hereinafter described, corporations. A form of Bond Counsel’s opinion is reproduced as APPENDIX C. The statutes, regulations, rulings, and court decisions on which such opinion is based are subject to change.

Interest on the Bonds owned by a corporation will be included in such corporation’s adjusted current earnings for purposes of calculating the alternative minimum taxable income of such corporation, other than an S corporation, a qualified mutual fund, a real estate investment trust, a real estate mortgage investment conduit, or a financial asset securitization investment trust (“FASIT”). A corporation’s alternative minimum taxable income is the basis on which the alternative minimum tax imposed by Section 55 of the Code will be computed.

In rendering the foregoing opinions, Bond Counsel will rely upon representations and certifications of the City made in a certificate dated the date of delivery of the Bonds pertaining to the use, expenditure, and investment of the proceeds of the Bonds and will assume continuing compliance by the City with the provisions of the Indenture subsequent to the issuance of the Bonds. The Indenture contains covenants by the City with respect to, among other matters, the use of the proceeds of the Bonds and the facilities financed therewith by persons other than state or local governmental units, the manner in which the proceeds of the Bonds are to be invested, the periodic calculation and payment to the United States Treasury of arbitrage “profits” from the investment of proceeds, and the reporting of certain information to the United States Treasury. Failure to comply with any of these covenants may cause interest on the Bonds to be includable in the gross income of the owners thereof from the date of the issuance of the Bonds.

Bond Counsel’s opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described above. No ruling has been sought from the Internal Revenue Service (the “IRS”) with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel’s opinion is not binding on the IRS. The IRS has an ongoing program of auditing the tax-exempt status of the interest on tax-exempt obligations. If an audit of the Bonds is commenced, under current procedures the IRS is likely to treat the City as the “taxpayer,” and the owners of the Bonds would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Bonds, the City may have different or conflicting interests from the owners of the Bonds. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Except as described above, Bond Counsel expresses no other opinion with respect to any other federal, state or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, certain foreign corporations doing business in the United States, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Existing law may change to reduce or eliminate the benefit to bondholders of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation or administrative action, whether or not taken, could also affect the value and marketability of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed or future changes in tax law.

Tax Accounting Treatment of Discount and Premium on Certain Bonds

The initial public offering price of certain Bonds (the “Discount Bonds”) may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. A portion of such original issue discount allocable to the holding period of such Discount Bond by the initial purchaser will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, for federal income tax purposes, on the same terms and conditions as those for other interest on the Bonds described above under “Tax Exemption.” Such interest is considered to be accrued actuarially in accordance with the constant interest method over the life of a Discount Bond, taking into account the semiannual compounding of accrued interest, at the yield to maturity on such Discount Bond and generally will be allocated to an initial purchaser in a different amount from the amount of the payment denominated as interest actually received by the initial purchaser during the tax year.

However, such interest may be required to be taken into account in determining the alternative minimum taxable income of a corporation, for purposes of calculating a corporation’s alternative minimum tax imposed by Section 55 of the Code, and the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial owner prior to maturity, the amount realized by such owner in excess of the basis of such Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income.

Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds (the “Premium Bonds”) may be greater than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds.

The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity.

Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

Norton Rose Fulbright US LLP serves as Bond Counsel and Disclosure Counsel to the City. Winstead PC serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal thereof and interest thereon, are payable from and secured by a pledge of and lien on the Pledged Revenues. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS," including the alternative minimum tax consequences for corporations. A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX C —Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Official Statement, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds in the Official Statement under the captions or subcaptions "PLAN OF FINANCE — The Bonds" (except for the last paragraph thereof), "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED" (except for the last paragraph under the subcaption "General"), "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — Legal Opinions," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE" (except for the subcaption "The City's Compliance with Prior Undertakings" and "The Developer's Compliance with Prior Undertakings"), "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX A and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation — The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Pledged Revenues, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation — The Developer

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its general partner or would adversely affect (i) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Construction, Funding, and Acquisition Agreement, the Development Agreement, the Phase #1 Reimbursement Agreement, or the Bond Purchase Agreement, or otherwise described in this Official Statement, or (ii) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”). Additionally, Mr. Mehrdad Moayedi and his affiliated entities have been and are parties to pending and threatened litigation related to their commercial and real estate development activities. Such litigation occurs in the ordinary course of business and is not expected to have a Material Adverse Effect.

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS”. The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See “BONDHOLDERS’ RISKS — Remedies and Bankruptcy.” Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the City and FSC Continuing Disclosure Services, a division of Hilltop Securities, Inc. (in such capacity, the “Dissemination Agent”) have entered into a Continuing Disclosure Agreement (the “City Disclosure Agreement”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the City Disclosure Agreement, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX D-1 — Form of City Disclosure Agreement.” Under certain circumstances, the failure of the City to comply with its obligations under the City Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the City Disclosure Agreement would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the City Disclosure Agreement. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Official Statement, except as provided in the City Disclosure Agreement. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the City Disclosure Agreement or from any statement made pursuant to the City Disclosure Agreement.

The City’s Compliance with Prior Undertakings

City: Except as hereinafter described, during the last five years, the City has complied in all material respects with its continuing disclosure agreements made in accordance with the Rule.

The ratings on municipal bond insurers have changed with frequency at various times in recent years and information about such changes has been publicly reported. While notices of certain rating changes of bond insurers were filed by the City on EMMA, no assurances can be made that all City filings with respect to changes in the ratings of municipal bond insurers have been made as required by the Rule or the City’s prior continuing disclosure undertakings.

The City has implemented additional policies and procedures to ensure that in the future it fully complies with its continuing disclosure undertakings made under the Rule.

Prior Developers: Creeks of Legacy Public Improvement District. CTMGT Frontier 80, LLC, a Texas limited liability company (“CTMGT”), a developer of the project financed in part by the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Public Improvement District Phase #1 Project) (the “Creeks of Legacy PID Bonds”), did not file a required quarterly report for the quarter ending September 30, 2014 with the MSRB until October 31, 2014. In connection with the Creeks of Legacy PID Bonds, CTMGT entered into an undertaking to file quarterly reports on behalf of the CTMGT with the Municipal Securities Rulemaking Board (the “MSRB”). CTMG’s failure was due to an administrative oversight. CTMGT is not an “obligated person” under the Rule.

The Developer

The Developer, MuniCap, Inc. (the “District Administrator”), and the Dissemination Agent have entered into a Continuing Disclosure Agreement (the “Developer Disclosure Agreement”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Developer Disclosure Agreement, certain information regarding the Development and the Phase #1 Projects (collectively, the “Developer Reports”). The specific nature of the information to be contained in the Developer Reports is set forth in “APPENDIX D-2 — Form of Developer Disclosure Agreement.” Under certain circumstances, the failure of the Developer or the Assessment Consultant to comply with its obligations under the Developer Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Developer Disclosure Agreement would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Developer has agreed to provide (i) certain updated information to the Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Developer Disclosure Agreement. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Official Statement, except as provided in the Developer Disclosure Agreement. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Developer Disclosure Agreement or from any statement made pursuant to the Developer Disclosure Agreement.

The Developer’s Compliance with Prior Undertakings

The Developer has not previously entered into any continuing disclosure agreements in accordance with the Rule.

UNDERWRITING

RBC Capital Markets, LLC (the “Underwriter”) has agreed to purchase the Bonds from the City at a purchase price of \$_____ (the par amount of the Bonds, less a reoffering discount of \$_____ less an underwriting discount of \$_____, which includes Underwriter’s Counsel’s fee of \$_____). The Underwriter’s obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political

subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least “A” or its equivalent as to investment quality by a national rating agency. See “NO RATING” above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The City invests its funds in investments authorized by Texas law in accordance with investment policies approved by the City Council. Both Texas law and the City’s investment policies are subject to change.

Under Texas law, the City is authorized to make investments meeting the requirements of the PFIA, which currently include (1) obligations, including letter of credit, of the United States or its agencies and instrumentalities, (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) certificates of deposit and share certificates meeting the requirements of the PFIA that are issued by or through an institution that either has its main office or a branch office in Texas, and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal by obligations described in clauses (1) through (6) or in any other manner and amount provided by law for City deposits, or are invested by the City through a broker or depository institution that has its main office or a branch office in the State and otherwise meet the requirements of the PFIA, (8) fully collateralized repurchase agreements that have a defined termination date, are fully secured by a combination of cash and obligations described in clause (1), and are placed through a primary government securities dealer or a financial institution doing business in the State, (9) certain bankers’ acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency, (10) commercial paper with a stated maturity of 270 days or less that is rated at least A-1 or P-1 or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank, (11) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that have a dollar weighted average stated maturity of 90 days or less and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share, and (12) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, invest exclusively in obligations described in this paragraph, and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than “AAA” or its equivalent. If specifically authorized in the authorizing document, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described in the next succeeding paragraph.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than “AAA” or “AAA-m” or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered

under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Political subdivisions such as the City are authorized to implement securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) of the first paragraph under this subcaption, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm not less than "A" or its equivalent, or (c) cash invested in obligations that are described in clauses (1) through (6) and (10) through (12) of the first paragraph under this subcaption, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the governmental body, held in the name of the governmental body and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each funds' investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

Under Texas law the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers' with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business

organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards), and (c) deliver a written statement attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the officers of the City; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than 15% of the entity's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Official Statement and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Official Statement or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at www.usbank.com. Neither the information on the Trustee's website, nor any links from that website, is a part of this Official Statement, nor should any such information be relied upon to make investment decisions regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Official Statement has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Official Statement contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Source of Certain Information

The information contained in this Official Statement relating to the description of the Phase #1 Projects, the Development and the Developer generally and, in particular, the information included in the sections captioned "THE PHASE #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS"

(only as it pertains to the Developer, the Phase #1 Projects, the Major Improvement Projects and the Development) and “LEGAL MATTERS — Litigation — The Developer” has been provided by the Developer.

Experts

The information regarding the Service and Assessment Plan in this Official Statement has been provided by MuniCap, Inc. and has been included in reliance upon the authority of such firm as experts in the field of development planning and finance.

The information regarding the Appraisal in this Official Statement has been provided by Jackson Claborn, Inc., and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property.

Updating of Official Statement

If, subsequent to the date of the Official Statement, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Official Statement to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Official Statement satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Official Statement will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City’s obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21e of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “anticipate,” “budget” or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED HEREIN TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE” HEREIN.

AUTHORIZATION AND APPROVAL

The City Council has approved by resolution the form and content of this preliminary Official Statement and the City Council has authorized this preliminary Official Statement to be used by the Underwriter in connection with the marketing and sale of the Bonds. In the Bond Ordinance, the City Council will approve the form and content of the final Official Statement.

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APPENDIX A
FORM OF INDENTURE

Attachment: CELINA OWNSBY FARMS (2017 Phase #1 Bonds) -- POS 4818-9639-0461 3 (1781 : Ownsby Farms Levy POS and Final SAP

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APPENDIX B
FORM OF SERVICE AND ASSESSMENT PLAN

Attachment: CELINA OWNSBY FARMS (2017 Phase #1 Bonds) -- POS 4818-9639-0461 3 (1781 : Ownsby Farms Levy POS and Final SAP

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APPENDIX C
FORM OF OPINION OF BOND COUNSEL

Attachment: CELINA OWNSBY FARMS (2017 Phase #1 Bonds) -- POS 4818-9639-0461 3 (1781 : Ownsby Farms Levy POS and Final SAP

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APPENDIX D-1
FORM OF CITY DISCLOSURE AGREEMENT

Attachment: CELINA OWNSBY FARMS (2017 Phase #1 Bonds) -- POS 4818-9639-0461 3 (1781 : Ownsby Farms Levy POS and Final SAP

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APPENDIX D-2
FORM OF DEVELOPER DISCLOSURE AGREEMENT

Attachment: CELINA OWNSBY FARMS (2017 Phase #1 Bonds) -- POS 4818-9639-0461 3 (1781 : Ownsby Farms Levy POS and Final SAP

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APPENDIX E
APPRAISAL OF THE DISTRICT

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APPENDIX F

FORM OF CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

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PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for purposes of federal income taxation under existing law, subject to the matters described under "TAX MATTERS" herein. See "TAX MATTERS – Tax Exemption" herein for a discussion of Bond Counsel opinion, including a description of certain alternative minimum tax consequences for corporations.

\$1,765,000¹**CITY OF CELINA, TEXAS,****(a municipal corporation of the State of Texas located in Collin and Denton Counties)****SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017****(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT****PHASE #2 MAJOR IMPROVEMENT PROJECT)****Dated Date: [DOCUMENT DATE], 2017****Due: September 1, as shown on the inside cover****Interest to Accrue from Date of Delivery**

The City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Owensby Farms Public Improvement District Phase #2 Major Improvement Project) (the "Bonds"), are being issued by the City of Celina, Texas (the "City"). The Bonds will be issued in fully registered form without coupons, in authorized denominations of \$25,000 of principal amount and any integral multiple of \$5,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover page hereof, and such interest will be calculated on the basis of a 360-day year of two 30-day months, and will be payable on each March 1 and September 1, commencing September 1, 2017, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of interest on the Bonds will be paid from the sources described herein by The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), to DTC as the registered owner thereof. See "BOOK-ENTRY ONLY SYSTEM."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), an ordinance expected to be adopted by the City Council of the City (the "City Council") on _____, 2017, and an Indenture of Trust, dated as of [DOCUMENT DATE], 2017 (the "Indenture"), entered into by and between the City and the Trustee.

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the costs of the "Phase #2 Major Improvement Project" which consist of Phase #2's proportionate share of the costs of certain public improvements that will benefit the entire Owensby Farms Public Improvement District (the "District"), (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #2 Major Improvement Projects, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds. See "THE PHASE #2 MAJOR IMPROVEMENT PROJECTS" and "APPENDIX A — Form of Indenture." Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Bonds, when issued and delivered, will constitute valid and binding special obligations of the City payable solely from and secured by the Pledged Revenues, consisting primarily of Assessments (as defined herein) levied against assessable properties in Phase #2 of the District in accordance with a Service and Assessment Plan, all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation. See "SECURITY FOR THE BONDS."

The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under subcaption "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds involve a degree of risk and are not suitable for all investors. See "BONDHOLDERS RISKS" and "SUITABILITY FOR INVESTMENT." Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds.

THE BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE "SECURITY FOR THE BONDS."

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by the Underwriter, subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Norton Rose Fulbright US LLP, Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See "APPENDIX C — Form of Opinion of Bond Counsel." Certain legal matters will be passed upon for the City by Norton Rose Fulbright US LLP, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Winstead PC, and for the Developer by its counsel, Miklos Legal, PLLC. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2017.

RBC CAPITAL MARKETS, LLC

¹ Preliminary; subject to change.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES,
YIELDS, AND CUSIP NUMBERS**

CUSIP Prefix: _____ (a)

\$1,765,000*
CITY OF CELINA, TEXAS,
(a municipal corporation of the State of Texas located in Collin and Denton Counties)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017
(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT
PHASE #2 MAJOR IMPROVEMENT PROJECT)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield ____%; CUSIP ____ (a) (b) (c)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield ____%; CUSIP ____ (a) (b) (c)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield ____%; CUSIP ____ (a) (b) (c)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield ____%; CUSIP ____ (a) (b) (c)

* *Preliminary; subject to change.*

- (a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the City, the City's Financial Advisor or the Underwriter takes any responsibility for the accuracy of such numbers.
- (b) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 1, 20__, at the redemption prices set forth herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

**CITY OF CELINA, TEXAS
CITY COUNCIL**

<u>Name</u>	<u>Place</u>	<u>Term Expires (May)</u>
Sean Terry	Mayor	2017
Bill Webber	Place 1	2019
Wayne Nabors	Place 2	2018
Andy Hopkins	Place 3	2018
Carmen Roberts	Place 4	2017
Mindy Koehne	Place 5	2017
Chad Anderson	Place 6, Mayor Pro Tem	2019

**INTERIM CITY
MANAGER**
Rick Chaffin

CITY SECRETARY
Vicki Faulkner

DIRECTOR OF FINANCE
Jay Toutounchian

ASSESSMENT CONSULTANT
MuniCap, Inc.

FINANCIAL ADVISOR TO THE CITY
FirstSouthwest, a Division of Hilltop Securities

BOND AND DISCLOSURE COUNSEL
Norton Rose Fulbright US LLP

UNDERWRITER'S COUNSEL
Winstead PC

For additional information regarding the City, please contact:

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Interim City Manager
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Jason Hughes
FirstSouthwest, a Division of Hilltop Securities
1201 Elm Street
Suite 3500
Dallas, Texas 75201-3852
(214) 953-8707
Jason.Hughes@hilltopsecurities.com

REGIONAL LOCATION MAP OF THE DISTRICT

Attachment: CELINA OWNSBY FARMS (Series 2017 MI Bonds) -- POS 4825-6144-9533 2 (1781 : Ownsby Farms Levy POS and Final SAP

AREA LOCATION MAP OF THE DISTRICT

Attachment: CELINA OWNSBY FARMS (Series 2017 MI Bonds) -- POS 4825-6144-9533 2 (1781 : Ownsby

**MAP SHOWING BOUNDARIES OF
PHASES #1 THROUGH #2 OF THE DISTRICT**

Attachment: CELINA OWNSBY FARMS (Series 2017 MI Bonds) -- POS 4825-6144-9533 2 (1781 : Ownsby Farms Levy POS and Final SAP

FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE SECURITIES AND EXCHANGE COMMISSION, AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY OFFICIAL STATEMENT, THIS DOCUMENT CONSTITUTES AN OFFICIAL STATEMENT OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN DEEMED "FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NEITHER THE CITY NOR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS OFFICIAL STATEMENT.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS OFFICIAL STATEMENT AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT OR THE RELATED TRANSACTIONS AND DOCUMENTS

OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

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PRELIMINARY OFFICIAL STATEMENT

\$1,765,000*

CITY OF CELINA, TEXAS,

(a municipal corporation of the State of Texas located in Collin and Denton Counties)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017

(OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT

PHASE #2 MAJOR IMPROVEMENT PROJECT)

INTRODUCTION

The purpose of this Official Statement, including the cover page, inside cover and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Celina, Texas (the "City"), of its \$1,765,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #2 Major Improvement Project) (the "Bonds").

PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. See "SUITABILITY FOR INVESTMENT" and "BONDHOLDERS' RISKS."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), the ordinance authorizing the issuance of the Bonds expected to be enacted by the City Council of the City (the "City Council") on _____, 2017 (the "Bond Ordinance"), and an Indenture of Trust, dated as of [DOCUMENT DATE], 2017 (the "Indenture"), entered into by and between the City and The Bank of New York Mellon Trust Company, N.A. as trustee (the "Trustee"). The Bonds will be secured by assessments ("Assessments") levied against assessable property located within Phase #2 (as described below) of the Ownsby Farms Public Improvement District (the "District") pursuant to a separate ordinance expected to be enacted by the City Council on _____, 2017 (the "Assessment Ordinance"). The City created the District pursuant to a resolution adopted by the City Council on June 9, 2015 (the "Creation Resolution").

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Official Statement that are not otherwise defined herein shall have the meanings set forth in the Indenture. See "APPENDIX A — Form of Indenture."

Set forth herein are brief descriptions of the City, the District, the Administrator (as defined herein), the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the Construction, Funding, and Acquisition Agreement (as defined herein), the TIRZ Ordinance (as defined herein), the Development Agreement (as defined herein), the Redemption Agreement (as defined herein), CADG Ownsby Farms, LLC, a Texas limited liability company (the "Developer"), and MuniCap, Inc. (the "Assessment Consultant"), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, RBC Capital Markets, LLC, 2 Embarcadero Center, Suite 1200, San Francisco, California 94111, Phone: (415) 445-8675. The Form of Indenture appears in APPENDIX A and the Form of Service and Assessment Plan appears as APPENDIX B. The information provided under this caption "INTRODUCTION" is intended to provide a brief overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

* Preliminary; subject to change.

PLAN OF FINANCE

Development Plan

The Developer's plans consist of the development of the District in phases beginning with the concurrent development of a portion of the major infrastructure to serve the entire District as well as local infrastructure to serve the initial phase ("Phase #1") of the District followed by one subsequent phase of development of local and major infrastructure to serve Phase #2 (as defined below). See "THE DEVELOPMENT – Development Plan". The term "Phase #2" is used herein to describe all of the property within the District excluding Phase #1. The boundaries of the District and each of the planned phases are shown in the "MAP SHOWING BOUNDARIES OF PHASES #1 THROUGH #2 OF THE DISTRICT" on page v.

Proceeds of the Bonds will be used primarily to finance (i) a portion of the costs of the Phase #2 Major Improvement Projects, which consist of Phase #2's proportionate share of the costs of certain public improvements that will benefit the entire District (the "Major Improvement Projects"), (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #2 Major Improvement Projects, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds. The Bonds will be secured by Assessments on property within Phase #2 of the District. See "THE PHASE #2 MAJOR IMPROVEMENT PROJECTS" and "SECURITY FOR THE BONDS."

The City will pay projects costs for the Phase #2 Major Improvement Projects from proceeds of the Bonds. The Developer will submit reimbursement requests on a monthly basis for costs actually incurred in developing and constructing the Phase #2 Major Improvement Projects and be reimbursed in accordance with the Indenture and the Phase #2 Construction, Funding, and Acquisition Agreement (the "Construction, Funding, and Acquisition Agreement"). See "THE PHASE #2 MAJOR IMPROVEMENT PROJECTS – General," "THE DEVELOPMENT – Development Plan" and "APPENDIX F - Form of Construction, Funding, and Acquisition Agreement. At delivery of the Bonds, the Developer expects to advance funds in the approximate amount of \$446,948* in order to pay for a portion of the costs of the Phase #2 Projects not anticipated to be financed with the proceeds of the Bonds. Such amount shall not be reimbursed to the Developer. See "SOURCES AND USES OF FUNDS".

The City expects to issue one or more series of area bonds (collectively, the "Phased PID Bonds") to finance the cost of (i) additional Major Improvement Projects allocable to each of the areas within Phase #2 and (ii) local improvements benefitting Phase #2. The estimated costs of the additional Major Improvement Projects allocable to Phase #2 and the local improvements benefitting Phase #2 of the District will be determined as Phase #2 is developed, and the Service and Assessment Plan will be updated to identify the Public Improvements to be constructed within Phase #2 of the District and financed by each new series of Phased PID Bonds. Such Phased PID Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within Phase #2. The Developer anticipates that Phased PID Bonds will be issued over a five year period. See "THE DEVELOPMENT – Phased PID Bonds."

Concurrently with the issuance of the Bonds, the City will issue its \$4,465,000* City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #1 Project) (the "Phase #1 Bonds") to finance a portion of the Phase #1 Projects. The Phase #1 Bonds will be secured by assessments on property in Phase #1 of the District only (the "Phase #1 Assessments"). See "MAP SHOWING BOUNDARIES OF PHASES #1 THROUGH #2 OF THE DISTRICT" on page v.

The City will enter into a reimbursement agreement with the Developer (the "Phase #1 Reimbursement Agreement") to finance a portion of the costs of the Phase #1 Projects not paid with proceeds of the Phase #1 Bonds. The Phase #1 Bonds and the Phase #1 Reimbursement Agreement are both secured by the Phase #1 Assessments; however, the payment of debt service on the Phase #1 Bonds from the Phase #1 Assessments is superior in right to payment of obligations under the Phase #1 Reimbursement Agreement. A portion of the City's obligations under the Phase #1 Reimbursement Agreement are expected to be financed through the issuance of additional bonds by the City (the "Phase #1 Additional Bonds") and secured by Phase #1 Assessments previously securing the Phase #1

* Preliminary; subject to change.

Reimbursement Agreement. The Developer anticipates that Phase #1 Additional Bonds will be issued in 20___. The estimated par amount of such Phase #1 Additional Bonds is forecasted to be approximately \$2,822,870*. See “APPENDIX B – Form of Service and Assessment Plan – Table IV-A – Estimated Sources and Uses”.

The Bonds, the Phase #1 Bonds (including any Phase #1 Additional Bonds) and any Phased PID Bonds issued by the City are separate and distinct issues of securities secured by separate assessments. The Phase #1 Bonds (including any Phase #1 Additional Bonds) and any Phased PID Bonds to be issued by the City are not offered pursuant to this Official Statement.

Status of Lot Purchase and Sale Agreements

The Developer has entered into Lot Purchase and Sale Agreements with First Texas Homes, Megatel Homes III, LLC, and Pulte Homes of Texas, L.P. Collectively, these homebuilders have contracted to purchase all lots within Phase #1 of the District. In addition to entering Lot Purchase and Sale Agreements for lots within Phase #1, the Developer has entered into Lot Purchase and Sale Agreements with these same merchant builders for the purchase of lots in Phase #2. Collectively, these homebuilders have contracted to purchase 371 lots out of the 372 expected total lots within the District (or 99.7% of total lots expected for the District).

The Bonds

Proceeds of the Bonds will be used primarily to finance (i) a portion of the costs of the Phase #2 Major Improvement Projects, which consist of Phase #2’s proportionate share of the costs of the Major Improvement Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #2 Major Improvement Projects, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds. To the extent that a portion of the proceeds of the Bonds is allocated for the payment of the costs of issuance of the Bonds and less than all of such amount is used to pay such costs, the excess amount may, at the option of the City, be transferred to the Phase #2 Account of the Project Fund (both defined herein) or to the Principal and Interest Account of the Bond Fund to pay interest on the Bonds. See “THE PHASE #2 MAJOR IMPROVEMENT PROJECTS,” “APPENDIX A – Form of Indenture” and “SOURCES AND USES OF FUNDS.”

Payment of the Bonds is secured by a pledge of and a lien upon the Pledged Revenues, consisting primarily of Assessments to be levied against the assessable parcels or lots within Phase #2 of the District, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE BONDS,” “ASSESSMENT PROCEDURES” and “APPENDIX A - Form of Indenture.” **The Bonds shall never constitute an indebtedness or general obligation of the City, the State or any other political subdivision of the State, within the meaning of any Constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.**

When compared to the estimated aggregate retail value of the assessable property in Phase #2 of the District (\$5,300,000*), the principal amount of the Bonds has an estimated value to assessment burden ratio of 3.0* to 1. See “APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Value to Assessment Burden Ratio.”

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Official Statement. Interest on the Bonds will accrue from their date of delivery to the Underwriter and will be computed on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will be payable on each March 1 and

* Preliminary; subject to change.

* Preliminary; subject to change.

September 1, commencing September 1, 2017 (each an “Interest Payment Date”), until maturity or prior redemption. The Bank of New York Mellon Trust Company, N.A. is the initial Trustee, Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$25,000 of principal and any integral multiple of \$5,000 in excess thereof (“Authorized Denominations”). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See “BOOK-ENTRY ONLY SYSTEM” and “SUITABILITY FOR INVESTMENT.”

Redemption Provisions

Optional Redemption. [TO BE CONFIRMED] The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, on any Interest Payment Date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the prices shown below (expressed as a percentage of par), plus accrued interest to the redemption date.

<u>Redemption Date</u>	<u>Redemption Price</u>
On or after September 1, 20__	103%
On or after September 1, 20__	102%
On or after September 1, 20__	101%
On or after September 1, 20__	100%

Extraordinary Optional Redemption. The Bonds are subject to extraordinary optional redemption by the City prior to their scheduled maturity on the first day of any month after the required notice of redemption at a redemption price equal to 100% of the principal amount of the Bonds, or portions thereof, to be redeemed plus accrued interest to the redemption date from amounts on deposit in the Redemption Fund as a result of (i) Prepayments, including related transfers to the Redemption Fund, (ii) unexpended proceeds transferred from the Project Fund to the Bond Fund pursuant to the Indenture, (iii) Foreclosure Proceeds to the extent that such proceeds are not needed to restore deficiencies in the Reserve Account or the Delinquency Reserve Account, (iv) transfers to the Redemption Fund from the Delinquency Reserve Account and the Prepayment Reserve Account pursuant to the Indenture in the event that the Delinquency Reserve Account contains the Delinquency Reserve Requirement and the Prepayment Reserve Account contains the Prepayment Reserve Requirement and (v) transfers to the Redemption Fund made pursuant to the Indenture in the event that the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds. Unexpended proceeds shall be transferred to the Redemption Fund only in the event that the City Representative determines that amounts then on deposit in the Phase #2 Improvement Account of the Project Fund or the Phase #2 Major Improvement Account of the Project Fund are not expected to be expended for the purpose of the Project Fund due to the abandonment, or constructive abandonment, of the Phase #2 Major Improvement Project such that, in the opinion of the City Representative, it is unlikely that the amounts in the Project Fund will ever be expended for the purposes of the Phase #2 Major Improvement Account of the Project Fund. See “ASSESSMENT PROCEDURES — Prepayment of Assessments” for a description of Prepayments. No redemption shall be made which results in a Bond remaining outstanding in a principal amount less than an Authorized Denomination. See “APPENDIX A — Form of Indenture.”

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price of 100% of the Sinking Fund Installment thereof, plus accrued and unpaid interest to the redemption date, from monies available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedules:

\$ Term Bonds Maturing September 1, 20__ *

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	
September 1, 20__†	

\$ _____ Term Bonds Maturing September 1, 20__ ***Sinking Fund Installment****Redemption Date**

September 1, 20__

September 1, 20__†

\$ _____ Term Bonds Maturing September 1, 20__ ***Redemption Date**

September 1, 20__

September 1, 20__†

Sinking Fund Installment**\$ _____ Term Bonds due September 1, 20__ *****Redemption Date**

September 1, 20__

September 1, 20__†

Sinking Fund Installment

Preliminary, subject to change.

† Stated maturity.

At least forty-five (45) days prior to each mandatory sinking fund redemption date, the Trustee will select a principal amount of Bonds equal to the Sinking Fund Installment amount for such date of such maturity of Bonds to be redeemed, will call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any redemption date pursuant to the any mandatory sinking fund redemption described above shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments for by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions of the Indenture and not previously credited to a mandatory sinking fund redemption.

Notice of Redemption. The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. Any such notice shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice of redemption having been given as provided in the Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the redemption price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the

redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Additional Provisions with Respect to Redemption. If less than all of the Bonds are to be redeemed, Bonds shall be redeemed in minimum principal amounts of \$25,000 or any integral of \$5,000 in excess thereof by any method selected by the Trustee that results in a random selection. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the smallest Authorized Denomination for such Bond.

A portion of a single Bond of a denomination greater than an Authorized Denomination may be redeemed, but only in a principal amount equal to \$25,000 or any integral of \$5,000 in excess thereof. The Trustee shall treat each \$5,000 portion of such Bond as though it were a single bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

Upon surrender of any Bond in part, the Trustee, in accordance with the provisions of the Indenture, shall authenticate and deliver in exchange thereof a Bond or Bonds of like tenor, maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond or Bonds so surrendered.

BOOK-ENTRY ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company ("DTC"), New York, New York, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934.

DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar,

on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

SECURITY FOR THE BONDS

General

THE BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

NOTWITHSTANDING THE FOREGOING, THE CITY INTENDS TO CREATE A TAX INCREMENT REINVESTMENT ZONE (THE "TIRZ") WITHIN THE DISTRICT COTERMINOUS WITH THE BOUNDARIES OF PHASE #2 AND INTENDS TO DEDICATE ANNUAL TAX INCREMENT REVENUES COLLECTED, WHICH TAX INCREMENT WILL CONSIST OF AN AMOUNT NOT TO EXCEED \$0.2232 PER \$100

ASSESSED VALUATION OF ALL REAL PROPERTY IN THE PHASE #2 OF THE DISTRICT TAXABLE BY THE CITY, TO THAT PORTION OF THE COSTS OF THE LOCAL INFRASTRUCTURE BENEFITTING ONLY PHASE #2 OF THE DISTRICT ON A PARCEL-BY-PARCEL BASIS. SUCH TAX INCREMENT REVENUE, TO THE EXTENT AVAILABLE, IS EXPECTED TO BE USED BY THE CITY TO PAY THAT PORTION OF PRINCIPAL OF AND INTEREST ON THE BONDS ATTRIBUTABLE TO THE COSTS OF THE PHASE #2 MAJOR IMPROVEMENT PROJECTS BENEFITTING ONLY PHASE #2 OF THE DISTRICT. ANY AMOUNT OF SUCH TAX INCREMENT REVENUE USED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS WILL RESULT IN A REDUCTION IN ANNUAL INSTALLMENTS OF ASSESSMENTS BY A CORRESPONDING AMOUNT. SUCH TAX INCREMENT REVENUE IS NOT PLEDGED TO THE BONDS UNDER THE INDENTURE. SEE “TIRZ REVENUES MAY OFFSET ASSESSMENTS” BELOW.

The principal of, premium, if any, and interest on the Bonds are secured by a pledge of and a lien upon the pledged revenues (the “Pledged Revenues”), consisting primarily of Assessments levied against the assessable parcels or lots within Phase #2 of the District and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. Phase #2 contains approximately 40.7 acres. In accordance with the PID Act, the City has caused the preparation of a Service and Assessment Plan (as amended and supplemented, the “Service and Assessment Plan”), which describes the special benefit received by the property within the District, including Phase #2, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of Assessments and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See “APPENDIX B — Form of Service and Assessment Plan.”

When compared to the prospective value of the fee simple interest in the 167 residential lots in Phase #2 of the District upon completion of development thereof (\$5,300,000), the principal amount of the Bonds has an estimated value to assessment burden ratio of 3.00² to 1. See “APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Value to Assessment Burden Ratio.”

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of law to finance the Phase #2 Major Improvement Projects by levying Assessments upon properties in Phase #2 of the District benefitted thereby. For a description of the assessment methodology and the amounts of Assessments anticipated to be levied in each phase of the District, see “ASSESSMENT PROCEDURES” and “APPENDIX B — Form of Service and Assessment Plan.”

Pursuant to the Indenture, Pledged Revenues are the sum of (i) the Assessment Revenue, less (a) the Annual Collection Costs and (b) Foreclosure Proceeds; (ii) the monies held in any of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of Bonds. “Assessment Revenue” means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or an Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds. “Annual Installments” means, with respect to each Assessed Parcel, each annual payment of the Assessments as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix E and related to the Bonds and the Phase #2 Major Improvement Projects; which annual payment includes the 0.20% additional interest rate collected on each annual payment of the Assessments related to the Bonds for the Prepayment Reserve Account (the “Prepayment Component”) and the 0.30% additional interest rate collected on each annual payment of the Assessments related to the Bonds for the Delinquency Reserve (the “Delinquency Component”) as described in the Indenture and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update. The City will covenant in the Indenture that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof to be enforced continuously.

² Preliminary, subject to change.

See “SECURITY FOR THE BONDS — Pledged Revenue Fund,” “APPENDIX A — Form of Indenture” and “APPENDIX B — Form of Service and Assessment Plan.”

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney’s fees, if incurred) are a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens or claims, except liens and claims for State of Texas (the “State”), county, school district, or municipality ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged), and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See “ASSESSMENT PROCEDURES” herein.

TIRZ Revenues May Reduce Assessments

The Assessments to be levied by the City according to the Assessment Ordinance and described in the Service and Assessment Plan are set at a level sufficient to fund a portion of the costs of the Phase #2 Major Improvement Projects.

The City plans to create a tax increment reinvestment zone to be known as “Reinvestment Zone Number Seven, City of Celina, Texas” (the “TIRZ”), pursuant to Chapter 311 of the Texas Tax Code (the “TIRZ Act”) covering the property in the District. On September 13, 2016, the City held a public hearing on the creation of the proposed TIRZ and the preliminary project and financing plan, and pursuant to Ordinance No. 2016-____ (the “TIRZ Ordinance”) created the TIRZ. Pursuant to Ordinance No. 2016-____, the City Council approved the Celina Reinvestment Zone Number Seven Project and Financing Plan (“TIRZ Project and Finance Plan”). The TIRZ Ordinance authorizes the use of TIRZ Revenues (defined below) for project costs under the TIRZ Act, relating to the Authorized Improvements as provided for in the TIRZ Project and Finance Plan (including amendments or supplements thereto). Pursuant to the TIRZ Act, the tax increment base of the City is the total taxable value of all real property taxable by the City located in the TIRZ as of January 1 the year in which the TIRZ was designated as a reinvestment zone (the “Tax Increment Base”). Pursuant to the TIRZ Act, the City will set the amount of the “Tax Increment” for a year as Tax Increment revenues in the amount not to exceed \$0.2232 per \$100 assessed valuation of all real property in the District taxable by the City. Consistent with Section 311.012(b) of the TIRZ Act, the Captured Appraised Value of real property taxable by the City for a year is the total appraised value of all real property taxable by the City and located in the TIRZ for that year less the Tax Increment Base (the “Captured Appraised Value”). Currently, there are no other taxing units participating in the TIRZ.

Pursuant to the TIRZ Project and Finance Plan and the Service and Assessment Plan, the City intends to dedicate annual Tax Increment revenues collected to that portion of the costs of the Phase #2 Major Improvement Projects benefitting only Phase #2 of the District on a parcel-by-parcel basis. The City will agree to transfer from the tax increment fund a portion of Tax Increment revenue collected each year to the Bond Principal and Interest Account of the Bond Fund for the payment of debt service on the Bonds. Such Tax Increment revenue, if and when collected and transferred by the City, will be used to pay that portion of the principal of and interest on the Bonds or other bonds issued by the City attributable to the costs of the Phase #2 Major Improvement Projects. Any amount of such Tax Increment revenue used to pay principal of and interest on the Bonds will result in a reduction in Annual Installments of Assessments by a corresponding amount. The City intends to dedicate and deposit Tax Increment revenues collected thru Fiscal Year 2045 in the tax increment fund for payment of debt service on the Bonds through fiscal year 2047. On an annual basis any remaining tax increment fund balance after paying all items required under the TIRZ Project and Finance Plan will be release to the City’s General Fund.

THE TIRZ REVENUES WILL NOT BE PLEDGED TO THE PAYMENT OF THE BONDS, AND THERE IS NO GUARANTEE THAT THERE WILL EVER BE SUFFICIENT TIRZ REVENUES TO GENERATE A TIRZ CREDIT. THE TIRZ CREDIT WILL NOT BE APPLIED IN ANY MANNER THAT WOULD AFFECT THE COLLECTION AND CONTINUOUS ENFORCEMENT OF ASSESSMENTS COLLECTED FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS AND ANNUAL COLLECTION COSTS AND THE FUNDING OF THE PREPAYMENT RESERVE REQUIREMENT AND THE DELINQUENCY RESERVE REQUIREMENT, IN THE MANNER AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. SUCH TIRZ CREDIT IS NOT EXPECTED TO BE AVAILABLE TO

REDUCE THE ANNUAL INSTALLMENT FOR ANY ASSESSED PARCELS UNTIL [2018]. TIRZ REVENUES GENERATED FROM THE CAPTURED APPRAISED VALUE FOR EACH PARCEL IN PHASE #2 DURING THE DEVELOPMENT OF SUCH PARCEL WILL RESULT IN A TIRZ CREDIT WHICH IS NOT SUFFICIENT TO ACHIEVE THE NET TAX RATE EQUIVALENT ASSESSMENT OF \$0.4599 PER \$100 ASSESSED VALUE (THE “TARGETED NET AVERAGE ANNUAL INSTALLMENT”). THE TIRZ CREDIT MAY NOT PROVIDE FOR THE TARGETED NET AVERAGE ANNUAL INSTALLMENT UNTIL THE SECOND YEAR THAT A HOME ON SUCH PARCEL IS ASSESSED. SEE “OVERLAPPING TAXES AND DEBT.”

Collection and Deposit of Assessments

The Assessments shown on the Assessment Roll, together with the interest thereon, shall first be applied to the payment of the principal of and interest on the Bonds as and to the extent provided in the Service and Assessment Plan and the Indenture.

The Assessments assessed to pay debt service on the Bonds and amounts owed under the PID Reimbursement Agreement, together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds and amounts owed under the PID Reimbursement Agreement. An Annual Installment of a Special Assessment has been made payable in the Assessment Ordinance in each fiscal year of the City preceding the date of final maturity of the Bonds which, if collected, will be sufficient to first pay debt service requirements attributable to Assessments in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

A record of the Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Bonds is shown on the Assessment Roll. Sums received from the collection of the Assessments to pay the debt service requirements (including delinquent installments, Foreclosure Proceeds and penalties) and of the interest thereon shall be deposited into the Bond Pledged Revenue Account of the Pledged Revenue Fund. Notwithstanding the foregoing, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel or Assessed Parcels to which the Foreclosure Proceeds relate, and second, to the Redemption Fund. The Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund. See “SECURITY FOR THE BONDS — Pledged Revenue Fund” and APPENDIX A — Form of Indenture.

The portions of the Annual Installments of Assessments collected to pay Annual Collection Costs and Delinquent Collection Costs shall be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City will impose Assessments on the property within Phase #2 of the District to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each Fiscal Year. The Assessments shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Special Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Assessments. Pursuant to the Assessment Ordinance, interest on the Assessments will be calculated at the rate of interest on the Bonds plus 0.50%, calculated on the basis of a 360-day year of twelve 30-day months. Such rate may be adjusted as described in the Service and Assessment Plan. Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be calculated on September 1 and shall be due on October 1 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments will be due on October 1, 2017, and will be delinquent if not paid prior to February 1, 2018.

As authorized by Section 372.018(b) of the PID Act, the City will calculate and collect each year while the Bonds are Outstanding and unpaid, commencing October 1, 2017, an assessment to pay the annual costs incurred by

the City in the administration and operation of Phase #2 of the District. The portion of each Annual Installment used to pay such annual costs shall remain in effect from year to year until all Bonds are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The assessments to pay annual expenses shall be due in the manner set forth in the Assessment Ordinance on October 1 of each year and shall be delinquent if not paid by February 1 of the following year. Such assessments to pay expenses do not secure repayment of the Bonds.

There will be no discount for the early payment of Assessments.

Assessments, together with interest, penalties, and expense of collection and reasonable attorneys' fees, as permitted by the Texas Tax Code, shall be a first and prior lien against the property assessed, superior to all other liens and claims, except liens or claims for State, county, school district or municipality ad valorem taxes and shall be a personal liability of and charge against the owner of the property regardless of whether the owners are named. The lien for Assessments and penalties and interest begins on the effective date of the Assessment Ordinance and continues until the Assessments are paid or until all Bonds are finally paid.

Failure to pay an Annual Installment when due will not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) shall continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

The lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Pledged Revenues, the filing of the Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the City under the Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the City under the Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur. See "APPENDIX A — Form of Indenture."

Pledged Revenue Fund

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] The City has created under the Indenture a Pledged Revenue Fund to be held by the Trustee. On or before February 1 of each year while the Bonds are Outstanding and beginning in 2017, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. Specifically, the City shall deposit or cause to be deposited Assessment Revenues (i) *first*, to the Bond Pledged Revenue Account of the Pledged Revenue Fund to be used in the following order of priority: (a) amounts sufficient to pay debt service on the Bonds coming due in such calendar year, (b) to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Fund Requirement, (c) to the Prepayment Reserve Account and the Delinquency Reserve Account, respectively, amounts equal the Delinquency Component and the Prepayment Component described in the Indenture; (ii) *second*, to pay other costs of the Public Improvements, and (iii) *third*, to pay other costs permitted by the PID Act.

From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund (as described under the subcaption "Reserve Fund" below), there are insufficient funds to make the payments to the Principal and Interest Account of

the Bond Fund described above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

Notwithstanding the deposits described in (i) *first* through (iii) *third* above, the Trustee shall transfer Prepayments to the Redemption Fund as soon as practical after deposit of such amounts into the Pledged Revenue Fund.

Notwithstanding the deposits described in (i) *first* through (iii) *third* above, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel or Assessed Parcels to which the Foreclosure Proceeds relate, and second, to the Redemption Fund.

Any Assessments remaining after satisfying the foregoing payments may be used for any lawful purpose for which Assessments may be used under the PID Act

Bond Fund

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided in the Indenture.

Project Fund

Money on deposit in the Project Fund shall be used for the following purposes as specified in the Indenture: (i) paying a portion of the Costs of the Phase #2 Major Improvement Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Phase #2 Major Improvement Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds. Funds disbursed from the Project Fund pursuant to the Indenture and the Construction, Funding and Acquisition Agreement shall be made first from Bond Proceeds held in the Phase #2 Major Improvement Account and the Costs of Issuance Account within the Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the Project Fund.

Reserve Fund

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund for the benefit of the Bonds and held by the Trustee and will be funded with proceeds of the Bonds in the amount of the Reserve Fund Requirement. Pursuant to the Indenture, the "Reserve Fund Requirement" for the Bonds shall be an amount equal to the least of (i) Maximum Annual Debt Service on the Bonds as of their date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of their date of issuance, and (iii) 10% of the proceeds of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made to the Redemption Fund as a result of Prepayments and surplus Bond proceeds; and provided further that as a result of an optional redemption, the Reserve Fund Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such optional redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the date of delivery of the Bonds, the Reserve Fund Requirement is \$_____ which is an amount equal to [Maximum Annual Debt Service] on the Bonds as of the date of issuance.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency Reserve Account of the Reserve Fund (described below), second from the Reserve Account of the Reserve Fund, and third from the Prepayment Reserve Account of the Reserve Account (described below), to the Bond Fund in the amount necessary to cure such deficiency.

Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to the Indenture, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to a percentage of the amount of the Bonds redeemed with such percentage equal to the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption.

Prepayment Reserve Account of the Reserve Fund

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] Pursuant to the Indenture, a Prepayment Reserve Account will be created within the Reserve Fund and held by the Trustee for the benefit of the Bonds. The Trustee will transfer funds from the Pledged Revenue Fund to the Prepayment Reserve Account on March 1 of each year, commencing March 1, 2018, until the amount on deposit therein is equal to the Prepayment Reserve Requirement; provided, however, that at any time the amount on deposit in the Prepayment Reserve Account is less than Prepayment Reserve Requirement, the Trustee shall resume depositing the Prepayment Component (as defined below) into the Prepayment Reserve Account until the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account. The Prepayment Reserve Requirement is an amount equal to 1.5% of the principal amount of the Outstanding Bonds. The City has allocated the Prepayment Component to the Prepayment Reserve Account for such purpose. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amounts on deposit in the Prepayment Reserve Account exceed the Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the "Excess Prepayment Reserve Amount"). The Excess Prepayment Reserve Amount shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Administrative Expenses or to the Delinquency Reserve Account. In the event that the Trustee does not receive a City Order directing the transfer of the Excess Prepayment Reserve Amount to the Administrative Fund within 45 days of providing notice to the City of such Excess Prepayment Reserve Amount, the Trustee shall transfer the Excess Prepayment Reserve Amount to the Delinquency Reserve Account or, in the event that the Delinquency Reserve Account contains the Delinquency Reserve Requirement, to the Redemption Fund redeem Bonds pursuant to the Indenture. See "APPENDIX A — Form of Indenture" and "APPENDIX B — Form of Service and Assessment Plan."

Monies deposited in the Prepayment Reserve Account will be used and withdrawn by the Trustee for the purpose of making transfers to the Bond Fund, pursuant to, and at the times specified in, the Indenture to pay a portion of the accrued interest on Bonds being redeemed pursuant to an extraordinary optional redemption for Prepayments. The amount to be transferred shall be an amount, for each Prepayment, equal to the amount of any shortfall, after transfers from the Reserve Account of the Reserve Fund as described above and application of investment earnings on the Prepayment toward payment of accrued interest, in funds necessary to pay the principal amount plus accrued interest on such Bonds to be redeemed as a result of the Prepayment.

If, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service due on the Bonds on such date, and if there are not sufficient monies in the Delinquency Reserve Account and the Reserve Account of the Reserve Fund to cure such deficiency, the Trustee shall transfer from the Prepayment Reserve Account to the Bond Fund the amounts necessary to cure such deficiency. Pursuant to the Indenture, a Prepayment Reserve Account will be created within the Reserve Fund and held by the Trustee for the benefit of the Bonds. The Trustee will transfer funds from the Pledged Revenue Fund to the Prepayment Reserve Account on March 1 of each year, commencing March 1, 2018, until the amount on deposit therein is equal to the Prepayment Reserve Requirement; provided, however, that at any time the amount on deposit in the Prepayment Reserve Account is less than Prepayment Reserve Requirement, the Trustee shall resume depositing the Prepayment Component into the Prepayment Reserve Account until the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account. The Prepayment Reserve Requirement is an amount equal to 1.5% of the principal amount of the Outstanding Bonds. The City has allocated the Prepayment Component of the Annual Installments, authorized by the PID Act, to the Prepayment Reserve Account for such purpose. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amounts on deposit in the Prepayment Reserve Account exceed the Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the "Excess Prepayment Reserve Amount"). The Excess Prepayment

Reserve Amount shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Delinquency Reserve Account. In the event that the Trustee does not receive a City Order directing the transfer of the Excess Prepayment Reserve Amount to the Administrative Fund within 45 days of providing notice to the City of such Excess Prepayment Reserve Amount, the Trustee shall transfer the Excess Prepayment Reserve Amount to the Delinquency Reserve Account or, in the event that the Delinquency Reserve Account contains the Delinquency Reserve Requirement, to the Redemption Fund redeem Bonds pursuant to the Indenture. See “APPENDIX A — Form of Indenture” and “APPENDIX B — Form of Service and Assessment Plan.”

Moneys deposited in the Prepayment Reserve Account will be used and withdrawn by the Trustee for the purpose of making transfers to the Redemption Fund, pursuant to, and at the times specified in, the Indenture to pay a portion of the accrued interest on Bonds being redeemed pursuant to an extraordinary optional redemption for Prepayments. The amount to be transferred shall be an amount, for each Prepayment, equal to the amount of any shortfall, after transfers from the Reserve Account of the Reserve Fund as described above and application of investment earnings on the Prepayment toward payment of accrued interest, in funds necessary to pay the principal amount plus accrued interest on such Bonds to be redeemed as a result of the Prepayment.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency Reserve Account of the Reserve Fund, second from the Reserve Account of the Reserve Fund and third from the Prepayment Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

Delinquency Reserve Account of the Reserve Fund

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] Pursuant to the Indenture, a Delinquency Reserve Account will be created within the Reserve Fund and held by the Trustee for the benefit of the Bonds. The Trustee will transfer funds from the Pledged Revenue Fund to the Delinquency Reserve Account on a semi-annual March 1 of each year, commencing March 1, 2018, until the amount on deposit therein is equal to the Delinquency Reserve Requirement. The Delinquency Reserve Requirement is an amount equal to 4.0% of the principal amount of the Outstanding Bonds. The City has allocated the Delinquency Component of the Annual Installments authorized by the PID Act, to the Delinquency Reserve Account for such purpose. Once the Delinquency Reserve Requirement has been accumulated in the Delinquency Reserve Account, any amounts in excess of the Delinquency Reserve Requirement in the Delinquency Reserve Account shall be transferred by the Trustee to the Redemption Fund to redeem Bonds; however, that at any time the amount on deposit in the Delinquency Reserve Account is less than Delinquency Reserve Requirement, the Trustee shall resume depositing such Delinquency Component into the Delinquency Reserve Account until the Delinquency Reserve Requirement has accumulated in the Delinquency Reserve Account. See “APPENDIX C — Form of Indenture” and “APPENDIX B — Form of Service and Assessment Plan.”

Moneys in the Delinquency Reserve Account up to the Delinquency Reserve Requirement may be used as directed by a City Order for the purposes of payment of Annual Collection Costs in the event that amounts on deposit in the Administrative Fund are insufficient for such purpose. The amounts set forth in such City Order shall be transferred to the Administrative Fund to be used for such purposes. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the value of cash and Value of Investment Securities on deposit in the Delinquency Reserve Account exceeds the Delinquency Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the “Excess Delinquency Reserve Amount”). Such excess on deposit in the Delinquency Reserve Account shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to effect the redemption of Bonds pursuant to the Indenture. In the event that the Trustee does not receive a City Order directing the transfer of the Excess Delinquency Reserve Amount to the Administrative Fund within 45 days of providing notice to the City of such Excess Delinquency Reserve Amount, the Trustee shall transfer the Excess Delinquency Reserve Amount to the Redemption Fund and redeem Bonds pursuant to the Indenture.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency Reserve Account of

the Reserve Fund, second from the Reserve Account of the Reserve Fund and third from the Prepayment Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

Administrative Fund

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] The City has created under the Indenture an Administrative Fund held by the Trustee. Upon receipt, the City shall transfer to the Trustee, for deposit to the District Administration Account of the Administrative Fund, the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs as set forth in the Service and Assessment Plan. Monies in the District Administration Account of the Administrative Fund may be used as directed by City Order for the purposes set forth in the Service and Assessment Plan, including payment of the Annual Collection Costs and Delinquent Collection Costs. See “APPENDIX B — Form of Service and Assessment Plan.”

[TO BE DISCUSSED] Pursuant to the Redemption Agreement, the Developer shall deposit an amount equal to the lesser of either (i) \$5,000 or (ii) two times the amount of property tax on the Property that is classified as agricultural in the current Tax year to be held in the Developer Property Tax Account of the Administrative Fund under the terms of such agreement. Moneys in the Developer Property Tax Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered under the Indenture and shall be released to the Developer as directed by City Order; provided, however, that the Trustee shall transfer to the Developer any amounts remaining in the Developer Property Tax Account of the Administration Fund after the last Outstanding Bond is discharged regardless of whether a City Order directing such action is received.

THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND SHALL NOT BE SECURITY FOR THE BONDS.

Defeasance

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided in the Indenture, (ii) there shall have been deposited with the Trustee either monies in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide monies which, together with any monies deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the monies or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then rating the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor monies so deposited with the Trustee nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; and provided further investments and are, at the time made, included in and authorized by the City’s official investment policy as approved by the City Council from time to time. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of

America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE] Each of the following occurrences or events constitutes an “Event of Default” under the Indenture:

- (i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;
- (iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; and

Default in the performance or observance of any covenant, agreement or obligation of the City under the Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Bonds with a copy to the Trustee, specifying such default by the Owners of at least 25% of the Bonds at the time Outstanding requesting that the failure be remedied.

Remedies in Event of Default

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE]
Upon the happening and continuance of any Event of Default, the Owners of at least 25% of the Bonds then Outstanding, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under the Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to

be used in the payment of Bonds due in an Event of Default, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

Whenever moneys are to be applied pursuant to the Indenture, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE]

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in the Indenture, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the registered owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the registered owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy hereunder.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay

each Bond issued thereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Bonds.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Monies After Event of Default

[TO BE UPDATED UPON RECEIPT OF DRAFT INDENTURE]

All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture with respect to Events of Default shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including Trustee's counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or redemption price then due on Bonds, as follows:

(i) FIRST: To the payment to the registered owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the registered owners entitled thereto, without any discrimination or preference; and

(ii) SECOND: To the payment to the registered owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the registered owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners.

In the event funds are not adequate to cure any of the Events of Default described in above, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, as provided above, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Investment or Deposit of Funds

Money in any Fund established pursuant to the Indenture shall be invested by the Trustee as directed by the City pursuant to a City Order filed with the Trustee at least two (2) days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act Texas Government Code, Chapter 2256, as

amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times.

Obligations purchased as an investment of moneys in any Fund shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

Against Encumbrances

The City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues or upon any other property pledged under the Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under the Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Against Encumbrances

In the Indenture the City will covenant that other than bonds issued to refund all or a portion of the Bonds (which consists of the Outstanding Bonds and any bonds issued to refund all or a portion of the Bonds), the City will not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, other than that specified in the Indenture, or upon any other property pledged under the Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

So long as Bonds are Outstanding under the Indenture, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds and bonds issued to refund all or a portion of the Bonds, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under the Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Additional Bonds; Phased PID Bonds

Phased PID Bonds. The City reserves the right, subject to the provisions below, to issue Phased PID Bonds under other indentures, assessment ordinances, or similar agreements, or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues. The City expects to issue Phased PID Bonds to finance the remaining Phase #2 Major Improvement Projects and the cost of local improvements benefitting Phase #2 of the District. Such Phased PID Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within Phase #2 of the District only and do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues. The Developer anticipates that Phased PID Bonds will be issued over a [five] year period.

The City reserves the right to issue Phased PID Bonds for any purpose permitted by the PID Act, including those described above, and in accordance with the conditions set forth below:

[TO BE DISCUSSED]

Additional Bonds.

The City reserves the right to issue additional bonds for solely for the purpose of paying or refunding any of the Bonds in accordance with the Indenture.

The Bonds, the Phase #1 Bonds (including any Phase #1 Additional Bonds), the Phased PID Bonds and any additional bonds issued by the City to refund the Bonds are separate and distinct issues of securities.

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SOURCES AND USES OF FUNDS*

The table that follows summarizes the expected sources and uses of proceeds of the Bonds:

Sources of Funds:	
Principal Amount of the Bonds	\$ 1,765,000
Developer Advance ⁽¹⁾	<u>446,948</u>
	<u>\$2,211,948</u>
Use of Funds:	
Deposit to Phase #2 Major	
Improvement Account of Project Fund	\$1,234,686
Deposit to Developer Improvement Account of the Project	
Fund	446,948
Deposit to Capitalized Interest Account of Bond Fund	183,364
Deposit to Reserve Account of the Reserve Fund	135,150
Costs of Issuance	158,850
Additional Proceeds	360
Underwriter's Discount ⁽²⁾	<u>52,590</u>
Total Uses	<u>\$2,211,948</u>

* Preliminary; subject to change.

(1) Represents approximate amount of Developer's advancement of funds at delivery of the Bonds, if any, to pay for a portion of the costs of the Phase #2 Major Improvement Projects. Additionally, the Developer plans to construct private improvements at an approximate cost of \$5,952,366* within the District, and an amenity center to serve the entire District at an approximate cost of \$_____ that will not be financed with the Bonds. Per the Development Agreement, the Developer will make a contribution of \$241,800 as a Park Fee to the City at the Closing of the Phase #1 Bonds. This amount will not be reimbursed to the Developer by the City. See "THE PHASE #2 MAJOR IMPROVEMENT PROJECTS — General."

(2) Includes Underwriter's discount of \$_____, which includes Underwriter's Counsel's fee of \$_____.

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DEBT SERVICE REQUIREMENTS³

The following table sets forth the anticipated debt service requirements for the Bonds:

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
Total			

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³ Preliminary; subject to change.

OVERLAPPING TAXES AND DEBT

The land within Phase #1 of the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments.

In addition to the Assessments described above, the Developer anticipates that each lot owner in Phase #2 of the District will pay a maintenance and operation fee and/or a property owner's association fee to a homeowner's association (the "HOA"), which is expected to be formed by the Developer after delivery of the Bonds. In addition to the City, Collin County, Texas, the Collin County Community College District, and the Celina Independent School District may each levy ad valorem taxes upon land in Phase #2 of the District for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or Assessments levied by such other taxing authorities. The following table reflects the overlapping ad valorem tax rates currently levied on property located in Phase #2 of the District. The District is located within the boundaries of the City and within the boundaries of the City and within Collin County, Texas.

<u>Taxing Entity</u>	Tax Year 2016 <u>Ad Valorem Tax Rate⁽¹⁾</u>
The City	\$ 0.6450
Collin County, Texas	0.2250
Collin County Community College District	0.0820
Celina Independent School District	<u>1.6400</u>
Total Existing Tax Rate	<u>\$ 2.5920</u>
Estimated Average Annual Assessment in Phase #2 of the District as tax rate equivalent per Equivalent Unit ⁽²⁾	<u>\$ 0.6831</u>
Less Projected TIRZ Credit per parcel as tax rate equivalent	<u>\$ (0.2232)</u>
Targeted Net Average Annual Installment as tax rate equivalent	<u>\$ 0.4599</u>
Net Estimated Total Tax Rate and Average Annual Installment in Phase #2 of the District as tax rate equivalent per Equivalent Unit	<u>\$ 3.0519</u>

⁽¹⁾ As reported by the taxing entities. Per \$100 in taxable assessed value.

⁽²⁾ Derived from information presented in Appendix E of the Service and Assessment Plan. Includes Assessments initially levied for payment of the Bonds and the Phase #2 Reimbursement Obligation. See "SECURITY FOR THE BONDS — Amount of Assessments May be Reduced by TIRZ Credit." Preliminary, subject to change. Does not include assessments levied for payment of the Phase #1 Bonds.

Source: Collin Central Appraisal District, Municipal Advisory Council of Texas and the City.

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As noted above, Phase #2 of the District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within Phase #1 of the District, as of December 1, 2016, and City debt secured by the Assessments:

<u>Taxing or Assessing Entity</u>	<u>Gross Outstanding Debt as of 12/1/2016</u>	<u>Estimated Percentage Applicable⁽¹⁾</u>	<u>Direct and Estimated Overlapping Debt⁽¹⁾</u>
The City (Assessments - The Bonds)	\$ 1,765,000 ⁽²⁾	100.000%	\$ 1,765,000
The City (Ad Valorem Taxes)	52,500,000	0.607%	318,429
Collin County, Texas	395,590,000	0.005%	21,094
Collin County Community College District	16,910,000	0.005%	798
Celina Independent School District	<u>86,674,589</u>	0.584%	<u>505,979</u>
	<u>\$553,439,589</u>		<u>\$2,611,300</u>

⁽¹⁾ Based on the Appraisal for Phase #2 of the District and on the Tax Year 2016 Net Taxable Assessed Valuations for the taxing entities.

⁽²⁾ Preliminary, subject to change. Excludes the Phase #1 Bonds to be sold concurrently with the Bonds.

Sources: Collin Central Appraisal District and Municipal Advisory Council of Texas

If land is devoted principally to agricultural use, a landowner can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land's agricultural value. All of the property in the District is currently subject to an agricultural use valuation with respect to its ad valorem taxes. Agricultural use includes production of crops or livestock. It also can include leaving the land idle for a government program or for normal crop or livestock rotation. The property in the District is subject to hay and/or grazing leases. These leases and lessees' operations on the property allow the property to maintain its agricultural valuation. The Developer expects to terminate portions of these leases as construction of local improvements commences in each phase. With respect to the property in Phase #2, the Developer expects to terminate the agricultural valuation in [201_].

If land qualified for an agricultural valuation but the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous 5 years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the land owner would have paid if the land had been taxed on a higher market value plus interest charged for each year from the date on which taxes would have been due.

If the land use changes to a non-agricultural use on only a portion of a larger tract, the land owner can fence off the remaining land and maintain the agricultural valuation on the remaining land. In this scenario, the land owner would only be responsible for rollback taxes on that portion of the land for which use changed and not for the entire tract.

It is expected that rollback taxes will be paid by the Developer or purchasers from the Developer during development of the District and prior to purchase of parcels or lots by homeowners

ASSESSMENT PROCEDURES

General

Capitalized terms used under this caption and not otherwise defined in this Official Statement shall have the meanings given to them in the Service and Assessment Plan. As required by the PID Act, when the City determines to defray a portion of the costs of the Phase #2 Major Improvement Projects through Assessments, it must adopt a resolution generally describing the Phase #2 Major Improvement Projects and the land within Phase #2 of the District to be subject to Assessments to pay the cost therefor. The City has caused an assessment roll to be prepared (the "Assessment Roll"), which Assessment Roll will show the land within Phase #2 to be assessed, the amount of the benefit to and the Assessment against each lot or parcel of land and the number of Annual Installments in which

the Assessment is divided. The Assessment Roll will be filed with the City Secretary and made available for public inspection. Statutory notice was given to the owners of the property to be assessed and a public hearing was conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Phase #2 Major Improvement Projects and funding a portion of the same with Assessments. The City expects to levy the Assessments and adopt the Assessment Ordinance immediately prior to adopting the Bond Ordinance. After such adoption, the Assessments will become legal, valid and binding liens upon the property against which the Assessments are made.

Under the PID Act, the Costs of Phase #2 Major Improvement Projects may be assessed by the City against the assessable property in Phase #2 of the District so long as the special benefit conferred upon the assessed property by the Phase #2 Major Improvement Projects equals or exceeds the Assessments. The costs of the Phase #2 Major Improvement Projects may be assessed using any methodology that results in the imposition of equal shares of cost on assessed property similarly benefited. The allocation of benefits and assessments to the benefitted land within Phase #2 of the District is set forth in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX B — Form of Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property as a result of the Phase #2 Major Improvement Projects, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Phase #2 Major Improvement Projects to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Phase #2 Major Improvement Projects are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues, including the Assessment Revenues. As set forth in the Service and assessment Plan, the City Council has determined that the Actual Costs (as defined in the Service and Assessment Plan) associated with the Phase #2 Major Improvement Projects will be allocated to the Assessed Parcels by spreading the entire Assessment across all Parcels and Lots within the Phase #1 on the ratio of estimated build-out value of each Parcel or Lot to the estimated build-out value for all Parcels or Lots within the Phase #2.

he following tables provide additional analysis with respect to special assessment methodology and certain requirements under the Development Agreement relating to the issuance of the Bonds, including the value to assessment burden ratio per Lot Type, equivalent tax rate per Lot Type, and leverage per Lot Type. The information in the tables was obtained from and calculated using information provided in the Service and Assessment Plan and the Appraisal. See “APPENDIX B — Service and Assessment Plan” and “APPENDIX E — Appraisal.”

VALUE TO LIEN ANALYSIS PER LOT TYPE IN PHASE #2 OF THE DISTRICT*

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Land Value)	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft Lots)	40	\$25,000	\$75,000	\$375,000	\$12,103	2.07	6.20	30.98
Lot Type 2 (50 Ft Lots)	127	\$20,000	\$62,500	\$312,000	\$10,086	1.98	6.20	30.98
Total	167							

* Preliminary; subject to change.

ASSESSMENT ALLOCATION - EQUIVALENT TAX RATE
PER LOT TYPE IN PHASE #2 OF THE DISTRICT*

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Land Value)	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (60 Ft Lots)	40	\$25,000	\$75,000	\$375,000	\$1,047	\$4.19	\$1.40	\$0.28
Lot Type 2 (50 Ft Lots)	<u>127</u>	\$20,000	\$62,500	\$312,000	\$872	\$4.36	\$1.40	\$0.28
Total	167							

* Preliminary; subject to change.

Pursuant to the TIRZ Project and Finance Plan, the City has agreed to use TIRZ Revenues (up to \$0.2232 per \$100 of Assessed Value) generated from each Parcel within Phase #2 to offset a portion of the Annual Installment attributable to the costs of the Phase #1 Projects benefitting only Phase #2 of the District on any Parcel within Phase #2 Assessed Property (the “TIRZ Credit”). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel.

For further explanation of the Assessment methodology, see “APPENDIX B — Form of Service and Assessment Plan.”

The City has determined that the foregoing method of allocation will result in the imposition of equal shares of the Assessments on parcels similarly situated within the District. The Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers within the District. See “APPENDIX B — Form of Service and Assessment Plan.”

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties and attorney’s fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipality ad valorem taxes. See “BONDHOLDERS’ RISKS — Assessment Limitations” herein.

In the Indenture, the City will covenant in to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Annual Collection Costs shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

In the Indenture, the City will covenant, agree and warrant that, for so long as any Bonds are Outstanding, that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments. Notwithstanding the foregoing, the City shall be permitted to reduce the Assessments by the TIRZ

Credit amount pursuant to the Development Agreement and the Service and Assessment Plan; provided, however, that no such reduction shall operate to reduce the amounts levied for the payment of the Annual Collection Costs.

To the extent permitted by law, notice of the Annual Installments will be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel.

The City will implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C of the City's Continuing Disclosure Agreement set forth in APPENDIX D -1 and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments.

The City shall not be required under any circumstances to expend any funds for delinquent collection costs in connection with its covenants and agreements under the Indenture or otherwise other than funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due on October 1 of each year, and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

Date Payment <u>Received</u>	Cumulative <u>Penalty</u>	Cumulative <u>Interest</u>	<u>Total</u>
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest increases at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Phase #2 Assessment Amounts. The maximum amounts of the Assessments will be established by the methodology described in the Service and Assessment Plan. The Assessment Roll sets forth for each year the Annual Installment for each Assessed Parcel consisting of (i) the annual payment allocable to the Bonds and the Phase #2 Major Improvement Projects for each Parcel, which amount includes the Delinquency Component and the Prepayment Component of the interest rate component and (ii) the annual payment allocable to Annual Collection Costs. The Annual Installments for Phase #2 may not exceed the amounts shown on the Assessment Roll. The Assessments will be levied against the parcels comprising the Phase #2 Assessed Property as indicated on the

Assessment Roll. See “APPENDIX B — Form of Service and Assessment Plan” and “APPENDIX F — Form of Construction, Funding and Acquisition Agreement.”

The Annual Installments shown on the Assessment Roll will be reduced to equal the actual costs of repaying the Bonds (which amount will include Prepayment Component and the Delinquency Component of the interest costs) and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Annual Installments shall be further reduced by any offset or credit of applicable TIRZ Credit.

TIRZ Credit. Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of the Assessments due as part of the Annual Installment on a parcel-by-parcel basis (the “TIRZ Credit”). The Annual Installment for each Parcel shall be calculated by deducting any TIRZ Credit applicable to such Parcel. The TIRZ Credit applicable to each Parcel shall be calculated as described under “SECURITY FOR THE BONDS — Amount of Assessments May be Reduced by TIRZ Credit” and in “APPENDIX B — Form of Service and Assessment Plan.” The TIRZ Revenues are generated only from ad valorem taxes levied and collected by the City on the captured appraised value in the TIRZ in any year. Consequently, TIRZ Revenues are generated only if the appraised value of real property in the TIRZ in any year is greater than the base value. Any delay or failure of Developer to develop Phase #2 may result in a reduced amount of the TIRZ Revenue being available to credit the Assessments. **TIRZ Revenues generated from the captured appraised value for each parcel in Phase #2 during the development of such parcel will result in a TIRZ Credit which is not sufficient to achieve the Targeted Net Average Annual Installment. The TIRZ Credit may not provide for the Targeted Net Average Annual Installment until the second year that a home on such parcel is assessed. See “OVERLAPPING TAXES AND DEBT.” Such TIRZ Revenues are not pledged as Security for the Bonds under the Indenture.**

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that the Assessments shall be initially allocated to the Assessed Parcels based on the ratio of estimated build-out value of each Assessed Parcel to estimated build-out value of all Assessed Parcels.

For purposes of the Service and Assessment Plan, the City Council has determined that the Assessments shall be initially allocated to the Phase #2 Assessed Property based on the ratio (or Equivalent Unit Factor) of the Equivalent Units of each parcel to the total Equivalent Units within the District. As the existing parcels are subsequently divided, the Assessments will be further apportioned pro rata based on the Equivalent Units of the newly created parcels. See “APPENDIX B — Form of Service and Assessment Plan.” See “ASSESSMENT PROCEDURES — Assessment Methodology.”

The Special Assessment per Equivalent Unit with respect to the Bonds is \$12,102.86⁴. See “ASSESSMENT PROCEDURES — Assessment Methodology.” The Bonds are secured by a first lien on and pledge of Pledged Revenues, including the Assessments. See “SECURITY FOR THE BONDS” and “APPENDIX B — Form of Service and Assessment Plan.”

The Bonds are secured by a first lien on and pledge of Pledged Revenues, including the Assessments. See “SECURITY FOR THE BONDS” and “APPENDIX B — Form of Service and Assessment Plan.”

Prepayment of Assessments

Pursuant to the PID Act and the Indenture, the owner of any property assessed may voluntarily prepay (a “Prepayment”) all or part of any Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Assessments.

⁴ Preliminary, subject to change.

Priority of Lien

The Assessments or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Assessment is paid, and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any property assessed may pay the entire Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase the property or to pay the delinquent Assessment on the corresponding Phase #1 Assessed Parcel.

In the Indenture, the City will covenant to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See "APPENDIX A – Form of Indenture." See also "APPENDIX D – Form of Disclosure Agreement" for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

In the Indenture, the City creates the Delinquency Reserve Account under the Reserve Fund and will fund such account as provided in the Indenture. The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If Pledged Revenues are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See "SECURITY FOR THE BONDS – Delinquency Reserve Account of the Reserve Fund," "APPENDIX A – Form of Indenture" and "APPENDIX B – Form of Service and Assessment Plan."

THE CITY

Background

The City is located in north central Collin and Denton Counties, 40 miles north of Dallas and 15 miles northwest of the City of McKinney. Access to the City is provided by State Highway 289 and Farm Road 455. The City covers approximately 22.3 square miles. The City's location as part of the growing Dallas-Fort Worth Metroplex has resulted in rapid growth over the last several years. The City's 2010 census population was 6,028. The City's current population estimate is 9,028.

City Government

The City is a political subdivision and is a home rule municipality of the State of Texas, duly organized and existing under the laws of the State, including the City's Home Rule Charter. The City adopted a Home Rule Charter on May 12, 2007. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Council members who are elected for staggered three-year terms. The City Council formulates operating policy for the City while the City Manager is the chief administrative officer.

The current members of the City Council and their respective expiration of terms of office are as follows:

<u>Name</u>	<u>Term Expires (May)</u>
Sean Terry	2017
Bill Webber	2019
Wayne Nabors	2018
Andy Hopkins	2018
Carmen Roberts	2017
Mindy Koehne	2017
Chad Anderson	2019

Mayor Terry is currently employed as an executive officer of an affiliate of the Developer. Mayor Terry has filed the requisite conflict waivers with the City. Mayor Terry has also abstained from all City Council deliberations and votes relating to the District and issuance of the Bonds.

The principal administrators of the City include the following:

<u>Name</u>	<u>Position</u>
Rick Chaffin	Interim City Manager
Vicki Faulkner	City Secretary
Jay Toutounchian	Director of Finance

Major Employers

The major employers in the City are set forth in the table below.

<u>Employer</u>	<u>Product or Service</u>	<u>Employees</u>
Celina Independent School District	Education	274
Brookshire	Retail Grocery	78
City of Celina	Municipal Government	44
Fini Enterprises Inc.	Water Treatment Chemicals	40
Celina Ready-Mix Concrete	Cement Manufacturing	20
Independent Bank	Banking	20
Dickerson Construction	Construction	17

Source: The City

Historical Employment in Collin County⁽¹⁾

	2016 ⁽²⁾	2015	Average Annual 2014	2013	2012
Civilian Labor Force	507,751	484,121	474,056	459,072	447,153
Total Employed	490,643	466,489	452,505	433,909	420,835
Total Unemployed	17,108	17,632	21,551	25,163	26,318
Unemployment Rate	3.4%	3.6%	4.5%	5.5%	5.9%

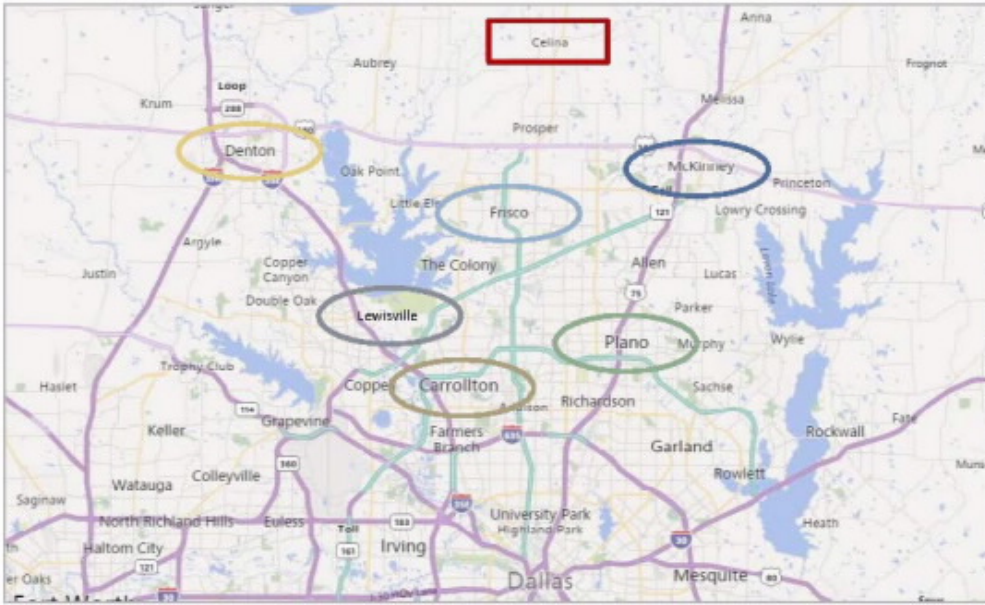
(1) Source: Texas Workforce Commission.

(2) Source: Data through October 2016.

Surrounding Economic Activity

The major employers of municipalities surrounding the City are set forth in the table below. Only 1% of real property within the City of Plano remains available for the development of new residential housing, which illustrates the continuing growth and rising demand for housing in communities surrounding the City of Dallas.

City of McKinney, TX Approximately 15 Miles from Celina		City of Frisco, TX Approximately 10 Miles from Celina		City of Plano Approximately 25 Miles from Celina		City of Denton Approximately 25 Miles from Celina	
Employer	Employees	Employer	Employees	Employer	Employees	Employer	Employees
Raytheon Co.	3,600	Frisco ISD	6,000	Bank of America Home Loans	5,400	University of North Texas	7,762
Torchmark Corp.	1,100	City of Frisco	1,275	HP Enterprise Services	4,800	Lewisville ISD	6,325
Encore Wire Corp.	1,000	Amerisource Bergen	1,200	Capital One	3,175	Wal-Mart	3,900
Medical Center of McKinney	938	Wingspan	1,100	J.C. Penney Co., Inc.	3,100	Denton ISD	3,255
Watson & Chalin Manufacturing	800	Conifer	728	Ericsson	2,650	Centex Home Equity	2,600
Baylor Medical Center	550	Baylor Medical Center	642	Alcatel - Lucent	2,500	Frito Lay, Inc.	2,500
Timber Blind & Shutter	500	Mario Sinacola & Sons	603	Frito Lay, Inc.	2,400	American Airlines	2,154
Performance Food Group	200	Collin College	510	Dell	2,200	Peterbilt Motors	2,100
Simpson Strong Tie Co.	240	Centennial Hospital	490	Texas Health Presbyterian Hosp.	1,670	Northwest ISD	1,636
Emerson Process Mgmt.	140	Oracle	409	Medical Center of Plano	1,300	Denton State School	1,500



Source: Municipal Advisory Council of Texas

City of Lewisville Approximately 25 Miles from Celina	
Employer	Employees
JP Morgan Chase	4,350
Lewisville ISD	2,061
Vista Ridge Mall	1,980
Nationstar Mortgage	1,440
Verizon	912
Wal-Mart (all city locations)	878
Lewisville Medical Center	791
Xerox	755
Ally	719
City of Lewisville	680

City of Carrollton Approximately 25 Miles from Celina	
Employer	Employees
Halliburton Energy Services	1,300
McKesson Corporation	999
GE Automation Services Inc.	875
O6 Hospitality	727
General Aluminum	700
Baylor Medical Center	700
RIA Computer Software	650
Western Extrusions Corp.	600
Brandt	550
RealPage Internet Access Sup.	500

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created by resolution of the City in accordance with the PID Act (the "Creation Resolution") for the purpose of undertaking and financing, in phases, the cost of certain public improvements within the District, including the Phase #1 Projects, authorized by the PID Act and approved by the City Council that confer a special benefit on the portion of the District property being developed in a phase. The

District is not a separate political subdivision of the State and is governed by the City Council. A map of the property within the District is included on page v hereof.

Powers and Authority

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City's extraterritorial jurisdiction. The PID Act provides that the City may levy and collect Assessments on property in the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Phase #1 Projects. See "THE PHASE #1 PROJECTS." Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of certain road, water, wastewater, sanitary sewer, park and open space, and drainage public improvements within Phase #1 of the District and outside of the District comprising the Phase #1 Projects and to finance a portion of the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through Pledged Revenues. See "ASSESSMENT PROCEDURES" herein and "APPENDIX B — Form of Service and Assessment Plan."

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created by resolution of the City in accordance with the PID Act (the "Creation Resolution") for the purpose of undertaking and financing, in phases, the cost of certain public improvements within the District, including the Phase #2 Major Improvement Projects, authorized by the PID Act and approved by the City Council that confer a special benefit on the portion of the District property being developed in a phase. The District is not a separate political subdivision of the State and is governed by the City Council. A map of the property within the District is included on page v hereof.

Powers and Authority

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City's extraterritorial jurisdiction. The PID Act provides that the City may levy and collect Assessments on property in the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Phase #2 Major Improvement Projects. See "THE PHASE #2 MAJOR IMPROVEMENT PROJECTS." Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of certain roadway, water, wastewater and drainage public improvements within Phase #2 of the District and outside of the District comprising the Phase #2 Major Improvement Projects and to finance a portion of the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through Pledged Revenues. See "ASSESSMENT PROCEDURES" herein and "APPENDIX B — Form of Service and Assessment Plan."

THE PHASE #2 MAJOR IMPROVEMENT PROJECTS

General

The Phase #2 Major Improvement Projects consist of Phase #2's proportionate share of the costs of the Major Improvement Projects. See "THE DEVELOPMENT – Development Plan – Phase #2 Major Improvement Projects." A portion of the Costs of the Phase #2 Major Improvement Projects will be funded with proceeds of the Bonds. The balance of the costs of the Phase #2 Major Improvement Projects will be paid by the Developer under the terms of the Development Agreement between the Developer and the City pursuant to the PID. The Phase #2 Major Improvement Projects will be dedicated to the City. The Developer is responsible for the completion of the construction, acquisition or purchase of the Phase #2 Major Improvement Projects, and the Developer or its designee will act as construction manager. The City will pay projects costs for the Phase #2 Major Improvement Projects from proceeds of the Bonds. The Developer will submit reimbursement requests on a monthly basis for costs actually incurred in developing and constructing the Phase #2 Major Improvement Projects and be reimbursed in accordance with the Indenture and the Construction, Funding, and Acquisition Agreement. See "THE PHASE #2 MAJOR IMPROVEMENT PROJECTS – General" and "THE DEVELOPMENT – Development Plan".

The Appraisal (as defined below) estimates that the value of the property within Phase #2 of the District after construction, acquisition or purchase of the Phase #2 Major Improvement Projects is \$5,300,000.⁵ See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT." The cost of the Phase #2 Major Improvement Projects is expected to be approximately \$3,522,264.* Phased PID Bonds may be requested in the future subject to the approval of the City Council to finance additional Major Improvement Projects benefiting Phase #2 and local improvements benefiting Phase #2. See "SECURITY FOR THE BONDS – Additional Bonds; Phased PID Bonds."

The Phase #2 Major Improvement Projects will include Phase #2's allocable share of certain Major Improvements, as described below:

Roadway improvements: The road improvements part of the Major Improvements includes construction of perimeter road and thoroughfare improvements, including related paving, turn lanes, curbs, gutters, sidewalks, signage, and traffic control devices. The road improvements include approximately 3,000 linear feet of 7" thick concrete pavement for John Campbell Trail (400 linear feet of 2 – 25' divided pavement section within a 90' ROW, 2,600 linear feet of 37' undivided pavement section within a 60' ROW), 1,400 linear feet of 7" thick concrete pavement for Josephine Boulevard (37' undivided pavement section within a 60' ROW), 2,250 linear feet of 7" thick concrete pavement for Ownsby Parkway (1,400 linear feet of 2 – 25' divided pavement section within a 90' ROW, 950 linear feet of 37' undivided pavement section within a 60' ROW) and will provide street access to the PID as well as access to community roadways and state highways. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. Phase #2's share of the roadway improvements is \$2,528,730.

Water distribution system improvements: The water distribution system improvements part of the Major Improvements consists of construction Approximately 2,550 linear feet of 18" watermain and 600 linear feet of 12" watermain and installation of water lines, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing, trench safety and erosion protection. These water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. Phase #2's share of the water distribution system improvements is \$149,802.

Sanitary sewer collection system improvements: The sanitary sewer improvements part of the Major Improvements consists of construction approximately 3,650 linear feet of 12" sanitary sewer main connects into a regional 21" sewer main at Josephine Boulevard and the creek and run north through Josephine Boulevard, east through Ownsby Parkway, and continues north along Preston Road to connect into the existing Carter Ranch sewer system and installation of service lines, manholes, encasements and appurtenances. The sanitary sewer collection system improvements will be designed and constructed in

⁵ Preliminary, subject to change.

accordance with City standards and specifications and will be owned and operated by the City. Phase #2's share of the sanitary sewer collection system improvements is \$5,234.

Storm drainage collection system improvements: The storm drainage collection system improvements part of the Major Improvements consists of construction approximately 18" – 36" reinforced concrete pipes, 6'x4', 7'x4', and 7'x5' reinforced concrete boxes, and 8 – 10'x8' multi-reinforced box culverts to server John Campbell Trail, 18" – 42" reinforced concrete pipes and 8 – 10'x4' multi-reinforced box culverts to server Josephine Boulevard, 18" reinforced concrete pipe and 2 – 6'x4' multi-reinforced box culverts to server Ownsby Parkway. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. Phase #2's share of the storm drainage collection improvements is \$88,500.

The following table reflects the total expected costs of the Phase #2 Major Improvement Projects.

<u>Type of Improvement</u>	<u>Costs*</u>
Water	\$ 149,802
Sanitary Sewer	5,243
Storm Drainage	88,500
Roadway Improvements	2,528,730
Soft Costs	<u>749,989</u>
Total Cost of Phase #2 Major Improvement Projects	<u>\$3,522,264</u>

* Preliminary, subject to change.

Additionally, the Developer plans to construct certain private improvements at an approximate cost of consisting of, among other improvements, grading, water and sewer services, franchise utility services, landscaping and other miscellaneous items related such private improvements at an approximate cost of \$5,952,366*, [and an amenity center to serve the entire District at an approximate cost of \$ *] (collectively, the "Private Improvements"). The costs of the Private Improvements will be paid entirely by the Developer without reimbursement by the City. Further, per the Development Agreement between the City and the Developer relating to the District, dated July 19, 2016 (the "Development Agreement"), the Developer will make a contribution of \$241,800 as a Park Fee to the City for open space and trail systems which is payable at the close of the Bonds. This amount will not be reimbursed to the Developer by the City.

The Development Agreement

The Development Agreement provides certain rules and regulations for the design and construction of the Projects, the process for the development of all property within the District. Most of the District is currently zoned under the City's Planned Development District #39, adopted by City Ordinance Number 2015-14 ("PDD #39"). PDD #39 allows certain residential uses and establishes guidelines pertaining to purpose, height, area, and setbacks. Because the District lies within the city limits of the City, the City's zoning and subdivision regulations control the aspects of development not specifically set forth in PDD #39. The City plans to zone all of the property located in the District following annexation. See "THE DEVELOPMENT – Zoning/Permitting". The Development Agreement supplements the City's zoning and subdivision rules and regulations and PDD #39, provides the procedural process and timing for the establishment of the District, and outlines each party's rights and obligations related to development of the property within the District.

Pursuant to the Development Agreement, the Developer will also make payments to the City for its pro-rata share of a regional sewer line and its share of certain water infrastructure previously built by the City and upsized to include capacity for the Development. Payments relating to the regional sewer line total \$108,051.00, the first \$59,544.23 of which is due at closing of the Phase #1 Bonds. The remaining amount is payable prior to the issuance

of the first building permit for a lot in Phase #2. Payments relating to the water infrastructure total \$110,250.00 the first \$60,756.05 of which is due at closing of the Phase #1 Bonds. The remaining amount is payable prior to the issuance of the first building permit for a lot in Phase #2.

Ownership and Maintenance of Improvements

The Phase #2 Major Improvement Projects will be dedicated to and accepted by the City and will constitute a portion of the City's infrastructure improvements. The City will provide for the ongoing operation, maintenance and repair of the Phase #2 Major Improvement Projects constructed and conveyed, as outlined in the Service and Assessment Plan. The Private Improvements will be dedicated to and accepted by the HOA. The HOA will provide for the ongoing operation, maintenance and repair of the Private Improvements through the administration of a maintenance and operation fee and/or a property owner's association fee to be paid by each lot owner within the District.

THE DEVELOPMENT

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Developer has reviewed this Official Statement and warrants and represents that neither (i) the information under the caption "THE DEVELOPMENT" nor (ii) the information relating to the Developer's plan for developing the land within the District (the "Development") under the subcaption "BONDHOLDERS' RISKS — Dependence Upon Developer" contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

Overview

The Development is an approximately 113.548 acre master planned project located within the city limits of the City, near the intersection of Preston Road and CR 53. The City, located in the north-central region of the Dallas-Fort Worth-Arlington, Texas Metropolitan Statistical Area (the "DFW MSA"), is poised for significant growth as the overall DFW MSA continues its growth trajectory.

The land within the Development is owned by the Developer, which is an affiliate of Centurion American Custom Homes Inc. d/b/a Centurion American Development Group Inc. ("Centurion"), as described below in "THE DEVELOPER — Description of the Developer." See "THE DEVELOPER — History and Financing of the District". In addition, the Development will include a variety of parks, trails, an amenity center and open space areas for its residents and others to enjoy. This combination will provide its residents a community environment in which to live. Furthermore, the Development is primarily located within the Celina Independent School District

The Developer develops infrastructure and community improvements (amenities, parks, trails, etc.) and sells residential lots to high-quality production homebuilders under lot takedown contracts. In addition, the Developer develops infrastructure needed to support various parcels of land within the District that can be sold to third party developers for commercial uses.

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The Developer expects to complete the Development in two phases over a [five] year period, with the expected completion of the infrastructure serving Phase #2 by _____. The Developer's current expectations regarding estimated home prices in Phase #2 of the District are as follows:

**ESTIMATED HOME PRICES
PHASE #1**

<u>Lot Size (Width in Ft.)</u>	<u>Quantity</u>	<u>Base Lot Price</u>	<u>Average Base Home Price</u>
50	94		
60	42		
Total			

Merchant Builder Lot Purchase and Sale Agreements

The Developer's current expectations regarding the build-out of the entire Development and sale of lots therein are shown in the following tables. The Developer has entered into Lot Purchase and Sale Agreements with First Texas Homes, Megatel Homes III, LLC ("Megatel Homes"), and Pulte Homes of Texas, L.P. ("Pulte Homes"). Collectively, these homebuilders have contracted to purchase all lots within Phase #2 of the District. The following table provides the number of lots by lot type under contract with each homebuilder in Phase#2.

**HOMEBUILDER CONTRACTS*
PHASE #2**

<u>Homebuilder</u>	<u>50 ft Type</u>	<u>60 ft Type</u>	<u>Totals</u>
First Texas Homes	0	42	42
Pulte Homes	47	0	47
Megatel Homes	<u>47</u>	<u>0</u>	<u>47</u>
Total Under Contract	94	42	136

*includes 1 model home lots for each builder

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In addition covering lots in Phase #2, the Lot Purchase and Sale Agreements also provide for the purchase of lots in Phase #1 as follows: (i) First Texas Homes, 61 lots in Phase #1 (including 2 model home lots), (ii) Pulte Homes, 87 lots in Phase #1 (including 2 model home lots), and (iii) Megatel Homes, 87 lots in Phase #1 (including 2 model home lots). Collectively, these homebuilders have contracted to purchase 371 lots out of the 372 expected total lots within the District (or 99.7% of total lots expected for the District). The feasibility period under the Lot Purchase and Sale Agreements with First Texas Homes, Pulte Homes and Megatel Homes has expired, and therefore, the earnest money deposited with the Developer to hold these lot contracts is a hard deposit and no longer refundable. The following table provides the number of lots by Phases under contract with each homebuilder.

HOMEBUILDER CONTRACTS PHASES #1-2

<u>Homebuilder</u>	<u>Total Lots</u>	<u>Lots per Takedown</u> 8 lots at close; 8 lots after 120 days; 8 lots quarterly	<u>Takedown</u> 50 ft Type 60 ft Type	<u>Phase #1</u>	<u>Phase #2</u>
First Texas Homes	103			-- 61	-- 42
Megatel Homes	134	10 lots at close; 10 lots after 120 days; 10 lots quarterly	50 ft Type 60 ft Type	87 --	47 --
Pulte Homes	134	8 lots at close; 8 lots after 120 days; 8 lots quarterly	50 ft Type 60 ft Type	87 --	47 --
Total Under Contract	371			235	136
Total Not Under Contract	1			135	55

Merchant Builder Lot Selection

The majority of homes within the Development are being purchased by merchant builders who are acquiring an exact number of lots that will be allocated not in specific blocks of parcels but instead are “mixed” among the various merchant builders within the respective lot types. For example on a given block of 50 foot lots, the three different competing merchant builder may each acquire 15 lots interwoven within the Project. This approach is commonly utilized in modern real estate residential development and has a proven track record. Further, this lot allocation approach provides the home purchasers with a subdivision showing diversity of product and appearance.

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Expected Build-Out of the District

The Developer expects to complete the Development in several phases over a five year period. The following tables provide the Developer's expected build-out schedule of the District and absorption schedule by lot type for the District.

EXPECTED BUILD-OUT SCHEDULE OF DISTRICT

<u>Phase</u>	<u>Single-Family Lots</u>	<u>Expected Infrastructure Completion Date</u>	<u>Expected Final Sale Date</u>
1	205		
2	<u>167</u>		
Total	372		

EXPECTED ABSORPTION BY LOT TYPE

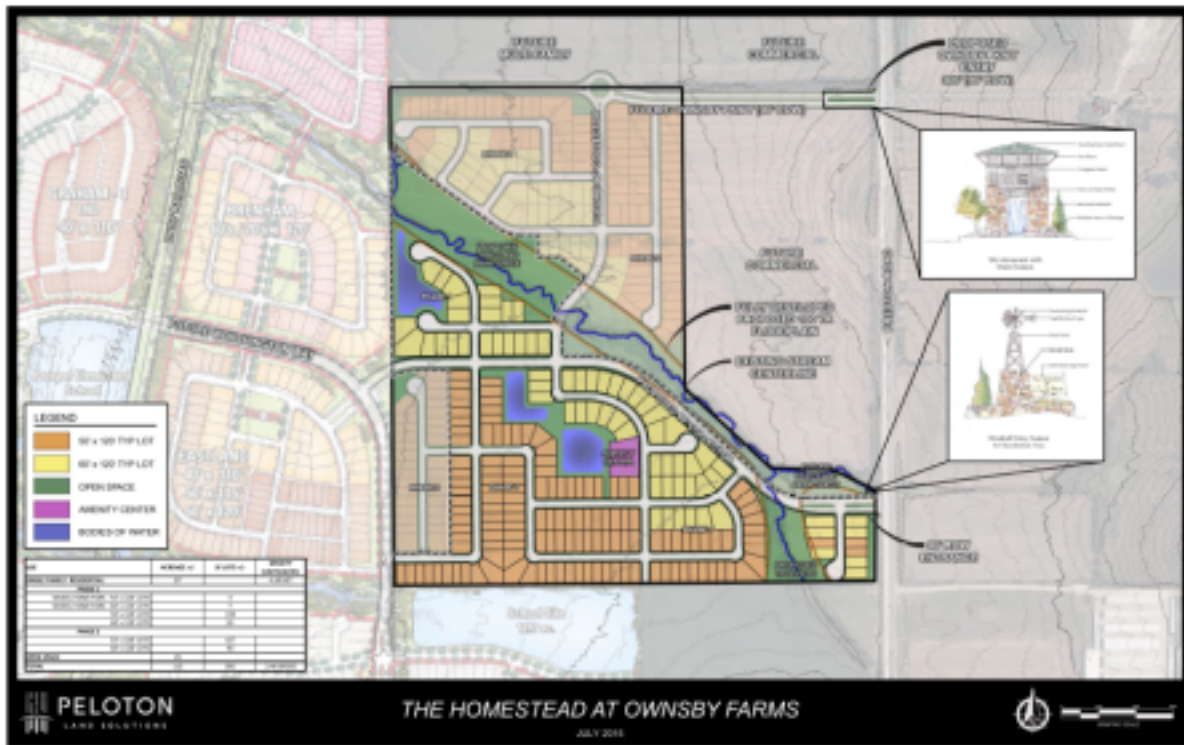
<u>Expected Final Sale Date</u>	<u>50 Ft.</u>	<u>60 Ft.</u>	<u>Total Lots</u>
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
Total			

Development Plan

The current development plan is divided into two major stages: (1) concurrent development of the Phase #1 Projects and a portion of the Major Improvement Projects to serve Phase #2 of the District, followed by (2) phased development of [additional Major Improvement Projects allocable to Phase #2] and local area improvements to serve Phase #2 of the District. The Developer plans to commence development before the end of calendar year 2017. The current development plan is to develop the Phase #2 Major Improvement Projects followed by the development of Phase #2 of the District. See THE DEVELOPMENT — Development Plan — Concept Plan,” “PHASE #2 MAJOR IMPROVEMENT PROJECTS” and “APPENDIX B — Form of Service and Assessment Plan.”

Proceeds of the Bonds will pay for a portion of the costs of the Phase #2 Major Improvement Projects. The City expects to finance the balance of the Phase #2 Major Improvement Projects not paid with proceeds of the Bonds through a Developer contribution. Such Developer contribution shall not be reimbursed by the City.

Concept Plan: Below is the current concept plan of the Development as approved by the City. The concept plan is conceptual and subject to change consistent with the City's zoning and subdivision regulations.



Phased PID Bonds

The City expects to issue Phased PID Bonds to finance the cost of (i) additional Major Improvement Projects and (ii) local improvements benefitting Phase #2. The estimated costs of the local improvements benefitting Phase #2 of the District will be determined Phase #2 is developed, and the Service and Assessment Plan will be updated to identify the Public Improvements to be constructed within each Phase #2 the District and financed by each new series of Phased PID Bonds. Such Phased PID Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within Phase #2 of the District. The Developer anticipates that Phased PID Bonds will be issued over a [five] year period, as described in the Service and Assessment Plan.

The Bonds, any additional bonds issued by the City to refund the Bonds, the Phase #1 Bonds and any Phased PID Bonds issued by the City are separate and distinct issues of securities. The City reserves the right to issue Phased PID Bonds for any purpose permitted by the PID Act, including those described above.

Zoning/Permitting

Most of the District is currently zoned under PDD #39. PDD #39 allows certain residential uses and establishes guidelines pertaining to purpose, height, area, and setbacks. Because most of the District lies within the city limits of the City, the City's zoning and subdivision regulations control the aspects of development not specifically set forth in PDD #39. The City plans to zone all of the property located in the District following annexation. .

Amenities

[TO BE PROVIDED].

Environmental

A Phase One Environmental Site Assessment (a “Phase One ESA”) of the assemblage was completed on November 21, 2014. Based on the information presented in the Phase One ESA, there was no evidence that the Development was under environmental regulatory review or enforcement action. The site reconnaissance, regulatory database review and historical source review revealed no evidence of recognized environmental conditions involving the site.

A portion of Phase #2 of the District is located on FEMA Panel 48085C0120J, dated June 2, 2009 and a portion of the southern quadrant of Phase #2 is located within a floodplain area. [DESCRIBE USE OF LAND IN FLOOD PLAIN]

According to the website for the United States Fish and Wildlife Service, the Least Tern is an endangered species in Collin County. The Developer is not aware of any endangered species located on District property.

Utilities

The City will provide both water and wastewater service to Phase #1 of the District. The City purchases its water wholesale from the UTRWD, and the City maintains its own water distribution system and wastewater collection and treatment system. Both the City’s water distribution system and wastewater collection and treatment system currently have sufficient capacity to provide water and wastewater service to the District.

The Developer expects additional utilities to be provided by: (1) Phone/Data - AT&T; (2) Electric - CoServ Electric; (3) Cable - AT&T; and (4) Natural Gas - Atmos Energy. **[DEVELOPER TO CONFIRM]**

Competing Developments

The Development is expected to compete with projects in the market generally. The Developer believes the following projects currently appear to be the most direct competition for the Development:

Lakes at Mustang Ranch, Celina, Texas: Lakes at Mustang Ranch is located approximately 5.5 miles from the Development and is planned for approximately 1,799 single-family units. It is anticipated that home prices in Lakes at Mustang Ranch will range from \$200,000 to \$400,000. Development of Phase #1 commenced in 2015 and will be completed in 2016; Phase 1 consists of approximately 334 lots. Lakes at Mustang Ranch is being developed by the Cambridge Companies.

Light Farms, Celina, Texas: Light Farms is located approximately 4.4 miles from the Development and is planned for approximately 2,208 single-family units. It is anticipated that home prices in Light Farms will range from \$273,000 to \$780,000. Development commenced in 2012; approximately 1,050 units remain. Light Farms is being developed by Republic Property Group.

Carter Ranch, Celina, Texas: Carter Ranch is located approximately 1 mile from the Development and is planned for approximately 909 single-family units. It is anticipated that home prices in Carter Ranch will range from \$268,000 to \$624,000. Development commenced in 2003; 70 lots are under construction and 71 lots remain to be built. Carter Ranch is being developed by Centurion American Development.

Parkside, Celina, Texas: Parkside is located approximately 2.7 miles from the Development and is planned for approximately 156 single-family units. It is anticipated that home prices in Parkside will range from \$275,000 to \$365,000. Development commenced in 2014 and Phase 1 of 78 lots was completed in late 2015; 78 lots remain to be built. Parkside is being developed by Forestar Real Estate Group.

Creeks of Legacy, Celina, Texas: Creeks of Legacy is located approximately 5.3 miles from the Development and is planned for approximately 1,021 single-family units. It is anticipated that home prices in Creeks of Legacy will range from 50 ft. lots \$270,000 to \$350,000, 60 ft. lots \$300,000 to \$400,000 and 70 ft. lots \$313,000 to \$410,000. Development of Phase 1 of approximately 427 lots were completed in late 2015 and mid 2016; 594 units remain. Creeks of Legacy is being developed by Centurion American.

Wells North, Celina, Texas: Wells North is located approximately 1 mile from the Development and is planned for approximately 803 single-family units. It is anticipated that home prices in Wells North will range from 50 ft. lots \$260,000 to \$325,000 and 60 ft. lots \$312,000 to \$390,000. Development has not yet commenced. Wells North is being developed by Hillwood Communities.

Well South, Celina, Texas: Wells South is located approximately 3.1 miles from the Development and is planned for approximately 1,370 single-family units. It is anticipated that home prices in Wells South will range from 50 ft. lots \$260,000 to \$325,000 and 60 ft. lots \$312,000 to \$390,000. Development of Phase 1 commenced in May 2016 and will be completed in 2017. Wells South is being developed by Hillwood Communities.

Windsong Ranch, Prosper, Texas: Windsong Ranch is located approximately 10 miles from the Development and is planned for approximately 2,400 single-family units, 300 multifamily units, 300 townhome units and 200 acres of commercial. It is anticipated that single family home prices in Windsong Ranch will range from \$375,000 to \$725,000. Development commenced in 2013; 1,916 units remain. Windsong Ranch is being developed by Terra Verde Group.

Glen Crossing, Celina, Texas: Glen Crossing is located approximately 1.3 miles from the Development and is planned for approximately 349 single-family units. It is anticipated that home prices in Glenn Crossing will range from \$337,500 to \$405,000. Development has not yet commenced. Glen Crossing is being developed by W/J CR 55 LP, an affiliate of Wynne/Jackson, Inc.

THE DEVELOPER

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Developer has reviewed this Official Statement and warrants and represents that neither (i) the information herein under the caption "THE DEVELOPER" nor (ii) the information relating to the Developer under the subcaption "BONDHOLDERS' RISKS" contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

Description of the Developer

The Developer is an affiliate of Centurion and was created by Centurion for the purpose of managing and ultimately conveying property in the District to third parties, as described under the caption "THE DEVELOPMENT." The Developer is a nominally capitalized limited partnership, the primary asset of which is unsold property within the District. The Developer will have no source of funds with which to pay Assessments or taxes levied by the City or any other taxing entity other than funds resulting from the sale of property within the District or funds advanced to the Developer by an affiliated party. The Developer's ability to make full and timely

payments of Assessments or taxes will directly affect the City's ability to meet its obligation to make payments on the Bonds.

Since 1990, Centurion has developed over 10,000 single-family lots in dozens of communities surrounding North Texas. It has worked closely with investors, land-owners, financial institutions, and vendors to acquire over 15,000 acres of land inventory for a diverse mix of developments in size and scope. Centurion's communities include amenities such as parks, golf courses, water parks themes, and hiking and biking trails. Over the past twenty years, Centurion has demonstrated the ability to successfully deliver master-planned communities that have been recognized in the real estate industry.

Mr. Mehrdad Moayedi has ultimate control and full ownership of Centurion, the Developer, and all of the Developer's affiliates. Centurion maintains a staff of approximately 25 employees. Centurion creates single-asset limited liability companies to own development sites and contracts with developers and other professionals in the delivery of its communities.

In addition, Centurion works closely with local municipalities, commercial developers, and public school systems as part of its overall master plan. Centurion works with North Texas' top builders to deliver the latest concepts ranging from upscale, luxury homes in secluded neighborhoods to affordable housing communities for first-time home buyers. Centurion purchases and develops land in prime locations with the right mix of natural land settings, strong job growth, good school systems and access to local community shopping. A snapshot of some of the communities Centurion has developed is presented below.

<u>Name</u>	<u>County</u>	<u>Property Type</u>	<u>Starting Home Price</u>
Entrada at Westlake	Tarrant	Mixed Use	\$450,000
River Walk at Central Park	Denton	Mixed Use	\$375,000
The Villas at Twin Creeks	Collin	Single Family	\$230,000
Kensington Gardens	Dallas	Single Family	\$500,000
Water's Edge at Hogan's Glen	Denton	Single Family	\$480,000
Montalcino Estates	Denton	Single Family	\$700,000
Estancia Estates	Denton	Single Family	\$400,000
Highlands Glen	Denton	Single Family	\$300,000
The Highlands at Trophy Club	Denton	Single Family	\$250,000
Water's Edge	Denton	Single/Multifamily	\$300,000
Williamsburg	Rockwall	Single Family	\$150,000
Crestview at Prosper Creek	Collin	Single Family	\$250,000
Palomar Estates	Tarrant	Single Family	\$750,000
Estancia	Tarrant	Single Family	\$450,000
Verandah	Rockwall	Single Family	\$100,000
Terracina	Denton	Single Family	\$350,000
The Resort on Eagle Mountain Lake	Tarrant	Single/Multifamily	\$250,000
Travis Ranch	Kaufman	Single Family	\$150,000
Carter Ranch	Collin	Single Family	\$150,000
Frisco Hills	Denton	Single Family	\$200,000
Rolling Meadows	Tarrant	Single Family	\$100,000
Waterfront at Enchanted Bay	Tarrant	Single Family	\$150,000
Thornbury	Travis	Single Family	\$100,000
Rough Hollow	Travis	Single Family	\$550,000
Lexington Parke	Travis	Single Family	\$100,000
Villages of Woodland Springs	Tarrant	Single Family	\$150,000
Spring Creek	Tarrant	Single Family	\$100,000
Silver Ridge	Tarrant	Single Family	\$150,000
Sendera Ranch	Tarrant	Single Family	\$100,000
Rosemary Ridge	Tarrant	Single Family	\$100,000
Llano Springs	Tarrant	Single Family	\$150,000
Hills of Lake Country	Tarrant	Single Family	\$150,000
Garden Springs	Tarrant	Single Family	\$100,000

Dominion Estates	Tarrant	Single Family	\$100,000
Deer Creek North	Tarrant	Single Family	\$100,000
Creskide of Crowley	Tarrant	Single Family	\$100,000
Bonds Ranch	Tarrant	Single Family	\$150,000
Crown Valley	Parker	Single Family	\$150,000
Windmill Farms	Kaufman	Single Family	\$100,000
Knox Ranch	Hood	Mixed Use	\$450,000
Windsor Hills	Ellis	Single Family	\$250,000
Saddlebrook	Ellis	Mixed Use	\$100,000
The Villas of Indian Creek	Denton	Single Family	\$150,000
Valencia on the Lake	Denton	Single/Multifamily	\$100,000
Shale Creek	Wise	Single Family	\$100,000
Shahan Prairie	Denton	Single Family	\$150,000
Frisco Ranch	Denton	Single Family	\$150,000
Brookfield	Denton	Single Family	\$100,000
Sweetwater Crossing	Collin	Single Family	\$100,000
Prestwyck	Collin	Mixed Use	\$190,000
Oak Hollow	Collin	Single Family	\$100,000
Northpointe Crossing	Collin	Single Family	\$100,000
McKinney Greens	Collin	Single Family	\$150,000
The Dominion	Dallas	Multifamily	\$250,000
Three Thousand Flora	Dallas	Multifamily	\$250,000
Residences at the Stoneleigh	Dallas	Multifamily	\$750,000
Mountain Creek	Dallas	Single Family	\$350,000
Chateaus of Coppell	Dallas	Single Family	\$350,000
The Bridges at Preston Crossings	Parker	Single Family	\$250,000

Executive Biography

Mehrdad Moayedi is the President and Chief Executive Officer of Centurion. Mr. Moayedi has more than twenty-five years of direct experience in the development industry. With a background in construction and real estate, Mr. Moayedi employs a comprehensive approach to each Centurion development. Mr. Moayedi has extensive knowledge of the interconnection of all parts of residential real estate development, which provides Centurion with a unique advantage over other residential developers.

Before forming JBM Development in 1986, Mr. Moayedi completed several construction and fee development projects in Northeast Tarrant County, Texas subdivisions as well as various construction and remodeling projects. JBM Development, along with Centurion American Custom Homes, formed Centurion in 1990. The company has become broadly diversified, with residential developments ranging from upscale high-rise residential towers to affordable housing communities for first-time home buyers.

History and Financing of the District

The Developer purchased all four parcels of land comprising property in the District on March 5, 2015 at a price of \$5,593,290. In order to finance the purchase of the land within the District, the Developer has obtained a loan in the amount of \$4,000,000 from Chambers Bank (the "Acquisition Lender") pursuant to a Promissory Note dated March 4, 2015 (the "Note"), which is secured by a lien on all of the real property within the District and improvements thereon owned by the Developer (the "Acquisition Loan"). The Acquisition Loan bears interest at a rate of 7% and matures on February 27, 2017. Payments under the Acquisition Loan are interest only payments due quarterly, with the full principal of the Acquisition Loan payable at maturity. The Acquisition Loan is personally guaranteed by Mehrdad Moayedi.

The PID Act provides that the Assessment Lien is a first and prior lien against an Assessed Parcel within Phase #2 and is superior to all other liens and claims except liens or claims for state, county, school district, or municipality ad valorem taxes. Additionally, at or prior to delivery of the Bonds, the Acquisition Lender shall consent to and acknowledge the creation of the District, the levy of the Assessments and the subordination of the lien

securing the Acquisition Loan to the assessment liens on property within the District securing payment of the Assessments. As a result, the lien on the property within the District securing the Assessments will have priority over the liens on the property within the District securing the Acquisition Loan.

THE ASSESSMENT CONSULTANT AND ADMINISTRATOR

The following information has been provided by the Assessment Consultant and the Administrator. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Assessment Consultant and the Administrator have reviewed this Official Statement and warrants and represents that the information herein under the caption "THE ASSESSMENT CONSULTANT AND ADMINISTRATOR" does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.

MuniCap, Inc. ("MuniCap") is a public finance consulting firm with a specialized consulting practice providing services related to the formation and administration of special tax and special assessment districts. MuniCap currently acts as the administrator for over 150 special assessment and taxing districts in 17 states, including 29 public improvement districts in Texas (including the District).

Assessment Consultant

The information regarding the Service and Assessment Plan in this Official Statement has been provided by MuniCap as the "Assessment Consultant" to the City and has been included in reliance upon the authority of such firm as an expert in the field of development planning and finance.

Administrator

Prior to delivery of the Bonds, the City will enter into an agreement for administration of the District (the "MuniCap Agreement") with MuniCap as the "Administrator" to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The MuniCap Agreement will include seven general types of services provided by MuniCap: (i) administrative support services related to the Assessments, (ii) delinquency management, (iii) prepayment of Assessments, (iv) arbitrage rebate services, (v) continuing disclosure services, (vi) accounting and audit coordination, and (vii) IRS compliance monitoring.

APPRAISAL OF PROPERTY WITHIN THE DISTRICT

The Appraisal

General. Jackson Claborn, Inc. (the "Appraiser"), prepared an appraisal report for the City dated May 20, 2016, based upon a physical inspection of the District conducted on May 12, 2016 (the "Appraisal"). The Appraisal was prepared at the request of the City. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to Phase #1 and Phase #2 of the District. The Appraisal is attached hereto as APPENDIX E and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See "APPENDIX E — Appraisal of the District."

Value Estimates. The Appraiser estimated the aggregate market value of the fee simple interest in various tracts of land comprising Phase #2 of the District under the hypothetical condition that the Phase #1 Projects. See "THE PHASE #2 MAJOR IMPROVEMENT PROJECTS." The Appraisal does not reflect the as-is condition of Phase #2 of the District as the Phase #2 Major Improvement Projects have not yet been constructed. Moreover, the Appraisal does not reflect the value of Phase #2 of the District as if sold to a single purchaser in a single transaction. The Appraisal provides the fee simple estate values for the District in Phase #1 and Phase #2. The Appraiser refers to the completion of the Phase #2 Major Improvement Projects as "Phase 2." The proceeds of the Bonds will be used to develop Phase 2 (also referred to in the Appraisal as Pod 2 and Pod 3) and the proceeds of the Phase #1 Bonds will be used to develop Phase 1 (also referred to in the Appraisal as Pod 1). References in the Appraisal to

“Phase 1” or any to “Phase 1”, “Phase 2”, “Pod 1”, “Pod 2” and “Pod 3” need to be interpreted accordingly. See “APPENDIX E — Appraisal of the District.”

The value estimate for the assessable property within Phase #2 of the District using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, as of May 12, 2017, is \$5,300,000.

Value to Assessment Burden Ratio

The primary security for the Bonds will consist of Pledged Revenues (which, in turn, primarily consist of the Annual Installments of the Assessments). Subject to the extraordinary assumptions and hypothetical conditions stated therein, the Appraisal sets forth the estimated aggregate retail value of the property subject to assessment within Phase #2 of the District to be \$5,300,000. As noted above, the estimated aggregate retail value of the property within Phase #2 of the District assumes (among other matters) completion of the Phase #2 Major Improvement Projects and Phase #1 Projects, a portion of which will be financed with the proceeds of the Phase #1 Bonds. See “THE DEVELOPMENT.”

Set forth below for the purpose of illustration is the ratio derived from a comparison of the estimated value of property within Phase #2 of the District and the principal amount of the Bonds.

When compared to the estimated aggregate retail value of the assessable property in Phase #2 of the District (\$5,300,000), the principal amount of the Bonds has an estimated value to assessment burden ratio of 3.0⁶ to 1.

In comparing the appraised value of the real property within Phase #2 of the District and the aggregate principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Assessment can be foreclosed upon, and the real property within Major Improvement Area of the District cannot be foreclosed upon as a whole to pay delinquent Assessments of the owners of such parcels within the District unless all of the property is subject to a delinquent Assessment. In any event, individual parcels may be foreclosed upon separately to pay delinquent Assessments levied against such parcels.

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Other public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. Liens created on the property within the District through the levy of ad valorem taxes as well as liens created through the levy of the Assessments are a first and prior lien superior to all others. For example, construction loans may be obtained by the Developer or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be in a junior position to ad valorem tax and assessment liens. See “OVERLAPPING TAXES AND DEBT” and “ASSESSMENT PROCEDURES.”

BONDHOLDERS’ RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any

⁶ Preliminary, subject to change.

of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within the District to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Phase #2 of the District, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the lots within the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such lots.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within the District should proceed more slowly than expected and the Developer is unable to pay the Assessments, only the value of the lands, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Phase #2 of the District. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

Assessment Limitations

Annual Installments of Assessments are billed to property owners in Phase #2 in the District. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as set forth under "ASSESSMENT PROCEDURES" herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year and the annual collection costs for such year. See "ASSESSMENT PROCEDURES" herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in the District, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See “BONDHOLDERS’ RISKS — Remedies and Bankruptcy” herein.

Upon an ad valorem tax lien foreclosure event of a property within Phase #2, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, §372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code § 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property. It is unclear under Texas law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under Texas law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights will have been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Developer has represented that it owns all property within the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Parcels superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS WILL CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND WILL BE A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN PHASE #2 OF THE DISTRICT.

Risks Related to the Current Real Estate Market

During recent years, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate

market difficult. These downturns in the real estate market and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of lot and home sales within the District. There have been reports of various public-private efforts to relieve the subprime mortgage crisis but as of yet no one can predict with certainty when the real estate market will rebound.

Competition

The housing industry in the Dallas-Fort Worth area is very competitive, and none of the Developer, the City, the City's Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will ever commence. The competitive position of the Developer in the sale of developed lots or of any other homebuilder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District.

TIRZ Credit and Marketing of the Development

The TIRZ Revenues are generated only from ad valorem taxes levied and collected by the City on the captured appraisal value in the TIRZ in any year. Any delay or failure by the Developer to develop Phase #2 may result in a reduced amount of the TIRZ Revenue being available to credit the Assessments. TIRZ Revenues generated from the captured appraised value for each parcel in Phase #2 during the development of such parcel will result in a TIRZ Credit which is not sufficient to achieve the Targeted Net Average Annual Installment. The TIRZ Credit may not provide for the Targeted Net Average Annual Installment until the second year that a home on such parcel is assessed. See "OVERLAPPING TAXES AND DEBT."

It is uncertain what impact, if any, the TIRZ Credit application to the Annual Installments will have on the underwriting of residential mortgages. If the underwriter of a residential mortgages does not recognize the TIRZ Credit it may make it more difficult for a borrower to qualify for a home mortgage which could have a negative impact on home sales and projected absorption.

Loss of Tax Exemption

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS" herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

Bankruptcy

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within the District to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those

of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners to pay the Assessments.

Depletion of Reserve Account of Reserve Fund

Failure of the owners of property within the District to pay the Assessments when due could result in the rapid, total depletion of Reserve Account of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Account of the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund, the amount in the Reserve Account of the Reserve Fund is less than the Reserve Fund Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under “SECURITY FOR THE BONDS — Reserve Account of the Reserve Fund” herein.

Hazardous Substance

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or “Superfund Act,” is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner (or operator) of any of the parcels within the District has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. The actual occurrence of any of these possibilities could significantly negatively affect the value of a parcel that is realizable upon a foreclosure.

See “THE DEVELOPMENT – Environmental” for discussion of the previous Phase I ESA performed on property within the District.

Regulation

Development within the District may be subject to future federal, state and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

100-Year Flood Plain

Approximately 37 acres in the southern quadrant of the District are located within an official FEMA 100 year flood plain as shown on the current Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0120J, Collin County, Texas, effective June 2, 2009, Panel 120 of 600 (the "Flood Plain"). **DESCRIBE**

USE OF FLOOD PLAIN PROPERTY

Bondholders' Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of at least 25% the owners of the Bonds, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City's obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within the District or sell property within the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See "BONDHOLDERS' RISKS — Bankruptcy Limitation to Bondholders' Rights" herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) ("Tooke") that a waiver of sovereign immunity must be provided for by statute in "clear and unambiguous" language. In so ruling, the Court declared that statutory language such as "sue and be sued", in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the "Local Government Immunity Waiver Act"), which, according to the Court, waives "immunity from suit for contract claims against most local governmental entities in certain circumstances." The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

On April 1, 2016, the Texas Supreme Court ruled in *Wasson Interests, Ltd. v. City of Jacksonville*, __ S.W. 3d __ (Tex. 2016) that sovereign immunity does not imbue a city with derivative immunity when it performs proprietary, as opposed to governmental, functions in respect to contracts executed by a city. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under the authority or for the benefit of the state. In its decision, the Court held that since the Local Government Immunity Waiver Act waives governmental immunity in certain breach of contract claims without addressing whether the waiver applies to a governmental function or a proprietary function of a city, the Court could not reasonably read the Local Government Immunity Waiver Act to evidence legislative intent to waive immunity when a city performs a proprietary function.

The City is not aware of any Texas court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may

not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in Tooke, and it is unclear whether Tooke will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by Texas courts. In general, Texas courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. Texas courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

No Acceleration

The Indenture does not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Bankruptcy Limitation to Bondholders' Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under Texas law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under Texas law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt.

Management and Ownership

The management and ownership of the Developer and related property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in development projects comparable to that of the Development.

General Risks of Real Estate Investment and Development

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be

built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer. Furthermore, the operating revenues of the Developer may be materially adversely affected if specific conditions in the lot purchase contracts are not met. Failure to meet the lot purchase contract's conditions allows the applicable lot purchaser to terminate its obligation to purchase lots from the Developer and obtain its earnest money deposit back. See "THE DEVELOPMENT – Expected Build-Out Schedule" herein.

The Development cannot be initiated or completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of each phase of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

Dependence Upon Developer

The Developer, as the owner of all of the parcels in the District, currently has the obligation for payment of 100% of the Assessments. The ability of the Developer to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. The only assets of the Developer are land within the District, related permits and development rights, and minor operating accounts. The source of funding for future land development activities and infrastructure construction to develop the remaining lots proposed for the District also consists of proceeds from the Phase #2 Major Improvement Bonds and Phased PID Bonds, if any, and proceeds of lot sales, as well as possible bank financing and equity contributions by the Developer. There can be no assurances given as to the financial ability of the Developer to advance any funds to the City to supplement revenues from the Assessments if necessary, or as to whether the Developer will advance such funds.

Moreover, the City will pay projects the Developer or the Developer's designee costs for the Phase #1 Projects from proceeds of the Bonds. The Developer will submit reimbursement requests on a monthly basis for costs actually incurred in developing and constructing the Phase #2 Major Improvement Projects, and be reimbursed in accordance with the Construction, Funding and Acquisition Agreement. See "THE PHASE #2 MAJOR IMPROVEMENT PROJECTS – General" and "THE DEVELOPMENT – Development Plan". There can be no assurances given as to the financial ability of the Developer to complete such improvements.

Agricultural Use Valuation and Redemption Rights

All of the property within Phase #2 of the District is currently entitled to valuation for ad valorem tax purposes based upon its agricultural use. Under Texas law, an owner of land that is entitled to an agricultural valuation has the right to redeem such property after a tax sale for a period of two years after the tax sale by paying to the tax sale purchaser a 25% premium, if redeemed during the first year, or a 50% premium, if redeemed during the second year, over the purchase price paid at the tax sale and certain qualifying costs incurred by the purchaser. Although Assessments are not considered a tax under Texas law, the PID Act provides that the lien for Assessments may be enforced in the same manner as a lien for ad valorem taxes. This shared enforcement mechanism raises a possibility that the right to redeem agricultural valuation property may be available following a foreclosure of a lien for Assessments, though there is no indication in Texas law that such redemption rights would be available in such a case.

At closing of the Bonds, the Developer will execute an Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation (a "Redemption Agreement") with the City pursuant to which the Developer will convey to the Trustee for the benefit of the owners of the Bonds its right to redeem any agricultural valuation property and require any subsequent purchaser from the Developer to execute a similar conveyance. In addition, the Developer will deliver, and require any subsequent purchaser to deliver, into escrow with the Trustee a

waiver of agricultural valuation, which the Trustee will be authorized to release to the City to be filed with the Collin County Tax Assessor/Collector in the event that the Developer or any subsequent owner has not paid ad valorem taxes or the Assessments due in respect of agricultural valuation property within 60 days of their due date. The Redemption Agreement will be enforceable by the City on behalf of the owners of the Bonds. Although the Redemption Agreement is intended to protect the City and the owners of the Bonds against potential redemption rights of the Developer and any subsequent purchaser in the context of a foreclosure proceeding, because there is currently no case law with respect to waiver of redemption rights or an agricultural valuation, it is unclear whether the Redemption Agreement is enforceable under Texas law.

Because the enforceability of a Redemption Agreement is not certain, as additional protection against the occurrence of a tax sale for non-payment of ad valorem taxes and the associated risk of redemption rights arising, the Developer will pay to the Trustee prior to delivery of the Bonds, and maintain at all times while there exists property in Phase #2 of the District that is entitled to valuation based on its agricultural use, an amount equal to the estimated ad valorem taxes assessed against agricultural valuation property to become due in the next two years. Such funds will be held by the Trustee and used to pay delinquent ad valorem taxes on agricultural valuation property and thereby potentially avoid the possibility of a sale for non-payment of ad valorem taxes and the associated risk of redemption rights arising. In the event such funds are used to pay delinquent ad valorem taxes, the Developer will be required to replenish such funds previously held by the Trustee. A proportionate amount of such deposit will be returned to the Developer upon termination of the Redemption Agreement.

The Developer expects that the agricultural use valuations within Phase #1 will terminate in 2017, and that the agricultural use valuations within Phase #2 of the District will be terminated beginning in 20__.

TAX MATTERS

Tax Exemption

The delivery of the Bonds is subject to the opinion of Bond Counsel to the effect that interest on the Bonds for federal income tax purposes (1) will be excludable from gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date of such opinion (the “Code”), pursuant to section 103 of the Code and existing regulations, published rulings, and court decisions, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof who are individuals or, except as hereinafter described, corporations. A form of Bond Counsel’s opinion is reproduced as APPENDIX C. The statutes, regulations, rulings, and court decisions on which such opinion is based are subject to change.

Interest on the Bonds owned by a corporation will be included in such corporation’s adjusted current earnings for purposes of calculating the alternative minimum taxable income of such corporation, other than an S corporation, a qualified mutual fund, a real estate investment trust, a real estate mortgage investment conduit, or a financial asset securitization investment trust (“FASIT”). A corporation’s alternative minimum taxable income is the basis on which the alternative minimum tax imposed by Section 55 of the Code will be computed.

In rendering the foregoing opinions, Bond Counsel will rely upon representations and certifications of the City made in a certificate dated the date of delivery of the Bonds pertaining to the use, expenditure, and investment of the proceeds of the Bonds and will assume continuing compliance by the City with the provisions of the Indenture subsequent to the issuance of the Bonds. The Indenture contains covenants by the City with respect to, among other matters, the use of the proceeds of the Bonds and the facilities financed therewith by persons other than state or local governmental units, the manner in which the proceeds of the Bonds are to be invested, the periodic calculation and payment to the United States Treasury of arbitrage “profits” from the investment of proceeds, and the reporting of certain information to the United States Treasury. Failure to comply with any of these covenants may cause interest on the Bonds to be includable in the gross income of the owners thereof from the date of the issuance of the Bonds.

Bond Counsel’s opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described above. No ruling has been sought from the Internal Revenue Service (the “IRS”) with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel’s opinion is not binding on the IRS. The IRS has an ongoing program of auditing the tax-exempt status of the interest on tax-exempt obligations. If an audit of

the Bonds is commenced, under current procedures the IRS is likely to treat the City as the “taxpayer,” and the owners of the Bonds would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Bonds, the City may have different or conflicting interests from the owners of the Bonds. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Except as described above, Bond Counsel expresses no other opinion with respect to any other federal, state or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, certain foreign corporations doing business in the United States, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Existing law may change to reduce or eliminate the benefit to bondholders of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation or administrative action, whether or not taken, could also affect the value and marketability of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed or future changes in tax law.

Tax Accounting Treatment of Discount and Premium on Certain Bonds

The initial public offering price of certain Bonds (the “Discount Bonds”) may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. A portion of such original issue discount allocable to the holding period of such Discount Bond by the initial purchaser will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, for federal income tax purposes, on the same terms and conditions as those for other interest on the Bonds described above under “Tax Exemption.” Such interest is considered to be accrued actuarially in accordance with the constant interest method over the life of a Discount Bond, taking into account the semiannual compounding of accrued interest, at the yield to maturity on such Discount Bond and generally will be allocated to an initial purchaser in a different amount from the amount of the payment denominated as interest actually received by the initial purchaser during the tax year.

However, such interest may be required to be taken into account in determining the alternative minimum taxable income of a corporation, for purposes of calculating a corporation's alternative minimum tax imposed by Section 55 of the Code, and the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial owner prior to maturity, the amount realized by such owner in excess of the basis of such Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income.

Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions

governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds (the “Premium Bonds”) may be greater than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity.

Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the proceeds of the Pledged Revenues and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

Norton Rose Fulbright US LLP, serves as Bond Counsel to the City. Winstead PC serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal thereof and interest thereon, are payable from and secured by a pledge of and lien on the Pledged Revenues. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption “TAX MATTERS,” including the alternative minimum tax consequences for corporations. A copy of the opinion of Bond Counsel is attached hereto as “APPENDIX C —Form of Opinion of Bond Counsel.”

Except as noted below, Bond Counsel did not take part in the preparation of the Official Statement, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds in the Official Statement under the captions or subcaptions “PLAN OF FINANCE — The Bonds” (except for the last paragraph thereof), “DESCRIPTION OF THE BONDS,” “SECURITY FOR THE BONDS” (except for the last paragraph under the subcaption “General”), “ASSESSMENT PROCEDURES” (except for the subcaptions “Assessment Methodology” and “Assessment Amounts”), “THE DISTRICT,” “TAX MATTERS,” “LEGAL MATTERS — Legal Proceedings,” “LEGAL MATTERS — Legal Opinions,” “SUITABILITY FOR INVESTMENT,” “CONTINUING DISCLOSURE” (except for the subcaption “The City's

Compliance with Prior Undertakings” and “The Developer’s Compliance with Prior Undertakings”), “REGISTRATION AND QUALIFICATION OF BONDS FOR SALE,” “LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS” and APPENDIX A and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation — The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Pledged Revenues, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation — The Developer

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its general partner or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Construction, Funding, and Acquisition Agreement, the Development Agreement, or the Bond Purchase Agreement, or otherwise described in this Official Statement, or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”). Additionally, Mr. Mehrdad Moayedhi and his affiliated entities have been and are parties to pending and threatened litigation related to their commercial and real estate development activities. Such litigation occurs in the ordinary course of business and is not expected to have a Material Adverse Effect.

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS”. The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See “BONDHOLDERS’

RISKS — Remedies and Bankruptcy. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the City and FSC Continuing Disclosure Services, a division of Hilltop Securities, Inc. (in such capacity, the “Dissemination Agent”) have entered into a Continuing Disclosure Agreement (the “City Disclosure Agreement”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the City Disclosure Agreement, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX D-1 — Form of City Disclosure Agreement.” Under certain circumstances, the failure of the City to comply with its obligations under the City Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the City Disclosure Agreement would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the City Disclosure Agreement. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Official Statement, except as provided in the City Disclosure Agreement. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the City Disclosure Agreement or from any statement made pursuant to the City Disclosure Agreement.

The City’s Compliance with Prior Undertakings

City: Except as hereinafter described, during the last five years, the City has complied in all material respects with its continuing disclosure agreements made in accordance with the Rule.

The ratings on municipal bond insurers have changed with frequency at various times in recent years and information about such changes has been publicly reported. While notices of certain rating changes of bond insurers were filed by the City on EMMA, no assurances can be made that all City filings with respect to changes in the ratings of municipal bond insurers have been made as required by the Rule or the City’s prior continuing disclosure undertakings.

The City has implemented additional policies and procedures to ensure that in the future it fully complies with its continuing disclosure undertakings made under the Rule.

Prior Developers: Creeks of Legacy Public Improvement District. CTMGT Frontier 80, LLC, a Texas limited liability company (“CTMGT”), a developer of the project financed in part by the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Public Improvement District Phase #1 Project) (the “Creeks of Legacy PID Bonds”), did not file a required quarterly report for the quarter ending September 30,

2014 with the MSRB until October 31, 2014. In connection with the Creeks of Legacy PID Bonds, CTMGT entered into an undertaking to file quarterly reports on behalf of the CTMGT with the Municipal Securities Rulemaking Board (the “MSRB”). CTMG’s failure was due to an administrative oversight. CTMGT is not an “obligated person” under the Rule.

The Developer

The Developer, MuniCap, Inc. (the “District Administrator”), and the Dissemination Agent have entered into a Continuing Disclosure Agreement (the “Developer Disclosure Agreement”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Developer Disclosure Agreement, certain information regarding the Development and the Phase #1 Projects (collectively, the “Developer Reports”). The specific nature of the information to be contained in the Developer Reports is set forth in “APPENDIX D-2 — Form of Developer Disclosure Agreement.” Under certain circumstances, the failure of the Developer or the Assessment Consultant to comply with its obligations under the Developer Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Developer Disclosure Agreement would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Developer has agreed to provide (i) certain updated information to the Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Developer Disclosure Agreement. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Official Statement, except as provided in the Developer Disclosure Agreement. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Developer Disclosure Agreement or from any statement made pursuant to the Developer Disclosure Agreement.

The Developer’s Compliance with Prior Undertakings

The Developer has not previously entered into any continuing disclosure agreements in accordance with the Rule.

UNDERWRITING

RBC Capital Markets, LLC (the “Underwriter”) has agreed to purchase the Bonds from the City at a purchase price of \$_____ (the par amount of the Bonds, less a reoffering discount of \$_____ less an underwriting discount of \$_____, which includes Underwriter’s Counsel’s fee of \$_____). The Underwriter’s obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least “A” or its equivalent as to investment quality by a national rating agency. See “NO RATING” above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The City invests its funds in investments authorized by Texas law in accordance with investment policies approved by the City Council. Both Texas law and the City’s investment policies are subject to change.

Under Texas law, the City is authorized to make investments meeting the requirements of the PFIA, which currently include (1) obligations, including letter of credit, of the United States or its agencies and instrumentalities, (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) certificates of deposit and share certificates meeting the requirements of the PFIA that are issued by or through an institution that either has its main office or a branch office in Texas, and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal by obligations described in clauses (1) through (6) or in any other manner and amount provided by law for City deposits, or are invested by the City through a broker or depository institution that has its main office or a branch office in the State and otherwise meet the requirements of the PFIA, (8) fully collateralized repurchase agreements that have a defined termination date, are fully secured by a combination of cash and obligations described in clause (1), and are placed through a primary government securities dealer or a financial institution doing business in the State, (9) certain bankers’ acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency, (10) commercial paper with a stated maturity of 270 days or less that is rated at least A-1 or P-1 or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank, (11) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that have a dollar weighted average stated maturity of 90 days or less and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share, and (12) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, invest exclusively in obligations described in this paragraph, and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than “AAA” or its equivalent. If specifically authorized in the authorizing document, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations of the United States or its agencies and instrumentalities in an

amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described in the next succeeding paragraph.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than “AAA” or “AAA-m” or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Political subdivisions such as the City are authorized to implement securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) of the first paragraph under this subcaption, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm not less than “A” or its equivalent, or (c) cash invested in obligations that are described in clauses (1) through (6) and (10) through (12) of the first paragraph under this subcaption, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the governmental body, held in the name of the governmental body and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted “Investment Strategy Statement” that specifically addresses each funds’ investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

Under Texas law the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment

strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers' with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards), and (c) deliver a written statement attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the officers of the City; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than 15% of the entity's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Official Statement and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Official Statement or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at www.usbank.com. Neither the information on the Trustee's website, nor any links from that website, is a part of this Official Statement, nor should any such information be relied upon to make investment decisions regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Official Statement has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Official Statement contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Source of Certain Information

The information contained in this Official Statement relating to the description of the Phase #2 Major Improvement Projects, the Development and the Developer generally and, in particular, the information included in the sections captioned “THE PHASE #2 MAJOR IMPROVEMENT PROJECTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Phase #2 Major Improvement Projects and the Development) and “LEGAL MATTERS — Litigation — The Developer” has been provided by the Developer.

Experts

The information regarding the Service and Assessment Plan in this Official Statement has been provided by MuniCap, Inc. and has been included in reliance upon the authority of such firm as experts in the field of development planning and finance.

The information regarding the Appraisal in this Official Statement has been provided by Jackson Claborn, Inc., and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property.

Updating of Official Statement

If, subsequent to the date of the Official Statement, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Official Statement to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Official Statement satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Official Statement will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City’s obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21e of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “anticipate,” “budget” or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED HEREIN TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE” HEREIN.

AUTHORIZATION AND APPROVAL

The City Council has approved by resolution the form and content of this preliminary Official Statement and the City Council has authorized this preliminary Official Statement to be used by the Underwriter in connection with the marketing and sale of the Bonds. In the Bond Ordinance, the City Council will approve the form and content of the final Official Statement.

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APPENDIX A
FORM OF INDENTURE

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APPENDIX B
FORM OF SERVICE AND ASSESSMENT PLAN

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APPENDIX C
FORM OF OPINION OF BOND COUNSEL

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APPENDIX D-1
FORM OF CITY DISCLOSURE AGREEMENT

Attachment: CELINA OWNSBY FARMS (Series 2017 MI Bonds) -- POS 4825-6144-9533 2 (1781 : Ownsby Farms Levy POS and Final SAP

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APPENDIX D-2
FORM OF DEVELOPER DISCLOSURE AGREEMENT

Attachment: CELINA OWNSBY FARMS (Series 2017 MI Bonds) -- POS 4825-6144-9533 2 (1781 : Ownsby Farms Levy POS and Final SAP

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APPENDIX E
APPRAISAL OF THE DISTRICT

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APPENDIX F

FORM OF CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

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Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Old Celina LTD Project and Finance Plan

Action Requested:

Consider and act upon an ordinance approving the Tax Increment Reinvestment Zone Number Five "5", City of Celina, Texas Final Project and Finance Plan for Old Celina LTD. (Old Celina LTD.) (Liebman)

Background Information:

This item presents the costs of projects associated with the development of infrastructure within the Old Celina LTD. TIRZ "Tax Increment Reinvestment Zone Number Five "5" " and the Final Financing Plan proposed for the TIRZ.

At the time of publication the City's Consultants were still negotiating with the property owner and the associated documents were not ready for distribution.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City's Financial Advisor has reviewed the proposed ordinance

Legal Review:

Final review of the Ordinance by the City's Land Use attorney is required.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval once the City's Consultants have adequately reviewed the proposed agreement.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re:

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving and authorizing the Mayor to execute an Tax Increment Reinvestment Zone Number Five "5" Reimbursement Agreement between the City of Celina, Texas and Old Celina LTD. (Old Celina LTD.) (Liebman)

Background Information:

This ordinance reimburses portions of the City's ad valorem taxes back to the developer for costs associated with public improvements.

At the time of publication the City's Consultants were still negotiating with the property owner and the associated documents were not ready for distribution. additional executive session information will be sent at a later date under separate cover.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City's Financial Advisor has approved the ordinance

Legal Review:

The City's Land Use Attorney has approved the ordinance.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval once the City's Consultants have adequately reviewed the proposed agreement.

**OLD CELINA REIMBURSEMENT AGREEMENT
REINVESTMENT ZONE NUMBER 5, CITY OF CELINA**

This Old Celina Development Agreement (the “**Agreement**”) is executed by and between **Old Celina, Ltd**, a Texas limited partnership (“**Developer**”); Rex Glendenning, Sherese Glendenning, Equity Trust Company FBO Sherese Glendenning and Equity Trust Company FBO Rex Glendenning (collectively, “**Other Owners**”); the **Board of Directors of Reinvestment Zone Number Five, City of Celina** (the “**Board**”); and the **City of Celina, Texas**, a home-rule municipality located in Collin County and Denton County, Texas (the “**City**”) (Developer, the Other Owners, the Board, and the City are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”) to be effective on the last date it is signed by all Parties (the “**Effective Date**”).

ARTICLE I
RECITALS

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the “**TIRZ Act**”), on March 8, 2016, the Celina City Council approved Ordinance No. 2016-16 (the “**TIRZ Ordinance**”), creating, establishing and designating “Reinvestment Zone Number Five, City of Celina” (the “**TIRZ**”); and

WHEREAS, Developer and the Other Owners collectively own in fee simple approximately 1233.25 acres of real property located within the TIRZ and wholly within the City and not within the corporate limit of any other town or city, which property constitutes all the real property within the TIRZ boundaries, and which property is depicted in **Exhibit A** and described by metes and bounds on **Exhibit B** attached to this Agreement (collectively the “**Property**”); and

WHEREAS, Developer intends to develop the Property for use as a high quality, master planned, mixed use development together with ancillary areas and improvements, including but not limited to, infrastructure needed to develop the Property in a high quality manner appropriate for such development; and

WHEREAS, the TIRZ Ordinance includes the City’s dedication and pledge to a Tax Increment Fund of the TIRZ of 50 percent of the City’s *ad valorem* tax levied, assessed, and collected on the taxable value of the Property within the TIRZ in future years that exceeds the taxable value of the Property as of January 1, 2016; and

WHEREAS, on [date], after approval of the Board by Resolution ___, the Celina City Council approved Ordinance No. _____ approving the final Tax Increment Financing Reinvestment Zone Project Plan and Financing Plan (“**Project Plan and Financing Plan**”), which satisfies the requirements of Section 311.011 of the TIRZ Act; and

WHEREAS, for all Property, the City has adopted or will adopt the “Old Celina PD Conditions and Governing Regulations” which incorporate a “Character Zone” methodology, establishing standards and uses consistent with the City’s Comprehensive Zoning Ordinance in

regulating development in an orderly, responsible, and flexible manner, while providing predictability within a framework of conditions, standards and uses to enable the owner(s) of land within the PDs applicable to this Agreement to work together with the City to plan, envision, implement and optimize development of the Property; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledge and agreed, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

The following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall have the meaning set forth in the Project Plan and Financing Plan.

Assignee shall have the meaning assigned in Section 9.1.

Authorized Project Costs shall mean the costs for Public Improvements and other costs set forth in the Project Plan and Financing Plan that are not reimbursed by public funds, other than the TIF Revenues.

Authorized Project Construction Costs means those Authorized Project Costs incurred to construct a Public Improvement that are exclusive of Authorized Project Design Costs but are inclusive of, though not limited to, costs of contractor bidding and negotiating, surveying, geotechnical services, construction materials testing, site preparation, and construction labor and materials.

Authorized Project Design Costs means those Authorized Project Costs incurred to design a Public Improvement that are exclusive of Authorized Project Construction Costs but are inclusive of, but not limited to, engineering and architects fees for the study and report phase, preliminary design phase, and final design phase for the design of a Public Improvement.

Available TIF Revenues means the outstanding balance of TIF Revenues in the Tax Increment Fund at any point in time minus a reduction for Administrative Expenses incurred/anticipated in that budget year.

Board shall have the meaning assigned in the Preamble.

Certificate of Completion shall have the meaning assigned in 6.5.2.

Chapter 380 shall have the meaning assigned in 8.1.

City shall have the meaning assigned in the Preamble.

City Council means the City Council of the City.

City Infrastructure shall have the meaning assigned in Section 5.9.

City Tax Increment means, for tax years 2017 and following, 50% of the City's ad valorem property taxes levied, assessed, and collected on the total Taxable Value of the Property (including all real property improvements located thereon) in excess of the total Taxable Value of the Property (including all real property improvements located thereon) for tax year 2016.

CPI means the United States Department of Labor, Bureau of Labor Statistics Revised Consumer Price Index for All Urban Consumers (1982 84 = 100) all items (CPI U), or if such index shall cease to be published such reasonably comparable commercially recognized, governmental or no-partisan alternative publication as the City shall select.

Cure Time Notice shall have the meaning assigned in Section 8.1.

Developer shall have the meaning assigned in the Preamble.

Developer Interest means simple interest computed at four percent (4%) per annum.

Effective Date means the date that this Agreement has been executed by all parties following approval by said parties.

Governing Regulations means all of the City's code provisions, ordinances, subdivision regulations, design standards, uniform codes, and other policies duly adopted by the City as they may be subsequently amended.

Infrastructure Proposals shall have the meaning assigned in Section 4.1.

Other Owners shall have the meaning assigned in the Preamble.

Payment Request shall have the meaning assigned in Section 6.5.3.

PD Zoning means planned development zoning adopted by the City pursuant to [Ordinance(s) ____] or adopted by the City after the Effective date and applicable to the Property, including as such zoning may be changed or amended in the future.

Pre-Development Costs shall have the meaning assigned in Section 6.2.

Pre-TIRZ Administrative Costs shall have the meaning assigned in Section 6.3.

Private Development means real property improvements located on the Property that are not Public Improvements.

Project Plan and Financing Plan shall have the meaning assigned in the Recitals, including as it may be amended after the Effective Date.

Property shall have the meaning set forth in the Recitals and as specified by the metes and bounds attached as **Exhibit B**.

Public Improvements means any public works or public improvements, together with any programs, or other projects benefiting the TIRZ, that are described or authorized by the TIRZ Act and the Project Plan and Financing Plan.

Taxable Value means the final assessed property value for a taxable year as determined by the Collin County Appraisal District or any successor agency after the adjudication of any appeals. The Taxable Value for tax year 2016 shall be as determined after the application of any agricultural use, open space, or other special appraisal methodologies, without regard to rollback that may later occur due to a change of use of the property.

Tax Increment Fund means the Tax Increment Fund established to receive and disburse the City Tax Increment in accordance with this Agreement, the TIRZ Ordinance, and Sections 311.004(a)(6) and 311.013 of the TIRZ Act.

TIF 380 Grants shall have the meaning assigned in 8.1.

TIF Revenues means the City Tax Increment collected and required by the TIRZ Act and the TIRZ Ordinance to be deposited into the Tax Increment Fund.

TIRZ shall have the meaning assigned in the Recitals.

TIRZ Act shall have the meaning assigned in the Recitals.

TIRZ Ordinance shall have the meaning assigned in the Recitals.

Verified Authorized Project Costs shall have the meaning assigned in Section 6.5.3.

ARTICLE III **THE DEVELOPER'S OBLIGATIONS**

3.1. Generally. In conjunction with the long-term development plan for the TIRZ, as described in the Project Plan and Financing Plan, Developer agrees to participate in the funding of the Public Improvements, and to design and construct (or cause to be designed and constructed) the Public Improvements in various phases.

3.2. Governing Regulations.

(a) Development of the Property shall be subject to the applicable PD Zoning.

(b) Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of Public Improvements and Private Development on the Property, shall be in compliance with the Governing Regulations.

ARTICLE IV
AUTHORIZATION OF PUBLIC IMPROVEMENTS AND
AUTHORIZED PROJECT COSTS

4.1 Developer's Submission of Proposals. Developer shall periodically submit to the TIRZ Board written proposals for Public Improvements to be constructed on the Property ("**Infrastructure Proposals**"). Developer shall have discretion as to the timing, number, and scope of Infrastructure Proposal submissions. Each Infrastructure Proposal must:

- A. Describe in reasonable detail Public Improvements that Developer proposes to design and construct that are reasonably necessary to support Private Development of the Property;
- B. Include a concept plan or preliminary site plan depicting the Public Improvements;
- C. Include an engineer's estimate of probable costs of the Public Improvements; and
- D. Conform to the Governing Regulations that are applicable at that time consistent with the entitlement and development process.

4.2 Process for Approval of Infrastructure Proposals.

A. After Developer submits an Infrastructure Proposal, the Board shall consider the Infrastructure Proposal at a regularly scheduled or a specially called meeting. The Board shall hold a minimum of two regularly scheduled or specially called meetings each year as necessary to consider Infrastructure Proposals submitted by the Developer, and such additional meetings as agreed by the Board and the Developer. The Board shall make recommendations to the City Council on approval of items in the Infrastructure Proposal.

B. After the Board recommends approval of the items in an Infrastructure Proposal, the City Council shall consider for approval by ordinance the Infrastructure Proposal, which shall set forth in detail estimates of the qualifying expenditures for reimbursement to the Developer for the Public Improvements from the Tax Increment Fund. After the Board recommends approval of the items in an Infrastructure Proposal, the City Council shall consider for approval by ordinance the Infrastructure Proposal, which shall set forth in detail estimates of the qualifying expenditures for reimbursement to the Developer for the Public Improvements from the Tax Increment Fund. Qualifying expenditures shall include the fair market value for right-of-way land dedicated to the City necessary to construct public thoroughfares and related water and sewer utilities within the TIRZ, but shall not include the value of land dedicated to the City for roads that are designed to provide mobility only within specific subdivisions or commercial developments. Developer currently intends such public thoroughfares to consist of five thoroughfares to be named Sunset Boulevard, Ousley Boulevard, Glendenning Drive, Celina Parkway, and an as-yet-unnamed extension of FM 455. For clarity, qualifying expenditures shall include the Authorized Project

Construction Costs and Authorized Project Design Costs paid by Developer for roads that are Public Improvements even if such roads are designed to provide mobility only within specific subdivisions or commercial developments and even if pursuant to this Section 4.2(B) the value of the land dedicated to the City necessary to construct such roads and related water and sewer utilities is not a qualifying expenditure.

ARTICLE V

DESIGN, CONSTRUCTION, AND DEDICATION OF PUBLIC IMPROVEMENTS

5.1. Scope of Article. This Article V applies to Public Improvements that have been approved by the City Council pursuant to Article IV.

5.2. Developer Responsible. Developer shall be responsible for funding, design, and construction of the Public Improvements and shall have the reimbursement rights set forth in this Agreement and the Project Plan and Finance Plan.

5.3. Standards and Specifications. Developer shall design and construct the Public Improvements in accordance with the Governing Regulations.

5.4. Design and Construction Contracts. Developer shall select professionals, contractors, and other service providers for the design and construction of the Public Improvements. Developer shall enter contracts necessary for the design and construction of the Public Improvements, and neither the City nor the Board shall be a party to such contracts.

5.5. Sales Taxes. The Parties shall cooperate to obtain the greatest allowable exemption from Texas state and local sales and use tax on Developer's and its contractors' purchases of materials and supplies for construction of the Public Improvements. Within the meaning of 34 Texas Administrative Code Section 3.291(d), Developer hereby dedicates and City conditionally accepts the Public Improvements to be constructed pursuant to this Agreement.

5.6. Conveyance Clear of Liens. Public Improvements constructed on the Property shall be conveyed to the City free and clear of all liens, encumbrances, assessments and restrictions. At the time of conveyance, Developer shall deliver to the City releases and affidavits from contractors, subcontractors and suppliers of material who have provided labor and materials for the Public Improvements stating they have been paid for such labor and materials.

5.7. Conveyance Process. Conveyance of any Public Improvements shall be in accordance with normal City procedures for acceptance by City of facilities as set forth in the Governing Regulations; provided, City shall accept Public Improvements constructed in accordance with an approved Infrastructure Proposal and the Governing Regulations. All Public Improvements will be constructed on publicly-owned sites, easements, or rights of way, and to the extent that any Public Improvements are located on Property owned by Developer or Other

Owners, Developer or Other Owners shall convey same to the City together with contribution of title to the Public Improvements.

5.8. City Operation and Maintenance. After the City accepts title to Public Improvements, the City shall be responsible for operation and maintenance of the Public Improvements. Maintenance bonds shall be provided to City as required by the Governing Regulations and state law.

5.9. City Infrastructure. Nothing in this Agreement shall prohibit the City (rather than Developer) from funding, designing, and constructing on the Property real property improvements that Developer could have funded, designed, and constructed as Public Improvements pursuant to this Agreement (“**City Infrastructure**”). The City shall design the City Infrastructure in compliance with the Governing Regulations and to ensure consistency with the PD Zoning. The City shall seek Developer’s input regarding the design of City Infrastructure to ensure consistency with the Private Development. The City shall not be entitled to reimbursement from the Tax Increment Fund for any costs it incurs for City Infrastructure unless Developer provides written consent prior to commencement of construction that City may receive reimbursements from the Tax Increment Fund for its costs of specified City Infrastructure; provided, Developer’s right to receive Available TIF Revenues for previously unpaid Verified Authorized Project Costs incurred by Developer shall have priority of payment over reimbursement to the City of the cost of City Infrastructure from Available TIF Revenues unless Developer consents in writing to grant priority to reimbursements to the City.

ARTICLE VI **CITY, BOARD, AND TIF PARTICIPATION**

6.1. Tax Increment Fund. The City shall deposit the City Tax Increment into the Tax Increment Fund. The revenues from the City Tax Increment and any investment earnings thereon shall continue to be collected and deposited into the TIRZ Fund in accordance with the Project Plan and Financing Plan and the requirements of the TIRZ Act.

6.2. Pre-Development Costs. Developer has paid or incurred pre-development costs as described and set forth in Section _____ of the Project Plan and Financing Plan. Developer may submit to the Board (with a copy to the City) evidence (in reasonable detail) of the actual pre-development costs incurred by Developer. If the Board verifies that Developer paid or incurred such pre-development costs set forth in the Project Plan and Financing Plan, and approves such costs, (“**Pre-Development Costs**”) then Developer shall be reimbursed for such verified, actual costs from the Tax Increment Fund.

6.3. Pre-TIRZ Administrative Costs. City has paid or incurred pre-development costs as described and set forth in Section _____ of the Project Plan and Financing Plan. City may submit to the Board (with a copy to the Developer) evidence (in reasonable detail) of the actual pre-development costs incurred by City. If the Board verifies that City paid or incurred pre-development costs set forth in the Project Plan and Financing Plan, (“**Pre-TIRZ Administrative Costs**”) and approves such costs, then City shall be reimbursed for such verified, actual costs from the Tax Increment Fund.

6.4. City Administrative Expenses. The City will pay or incur on an annual basis Administrative Expenses not to exceed \$30,000 per calendar year for the administration of the TIRZ (including costs related to the Board) as described in the Project Plan and Financing Plan. Such \$30,000 maximum expenditure shall be automatically increased from year to year by the percentage increase in the CPI in effect on January 1 of each year over the CPI which was in effect on January 1 of the preceding year. The City shall be reimbursed for Administrative Expenses from the Tax Increment Fund. Notwithstanding any other provision of this Agreement, the first costs to be paid from the Tax Increment Fund will be the actual Administrative Expenses for the TIRZ.

6.5. Developer Administrative Expenses. The Developer may pay or incur on an annual basis Administrative Expenses not to exceed \$30,000 per calendar year for Developer actions related to the administration of the TIRZ as described in the Project Plan and Financing Plan. Such \$30,000 maximum expenditure shall be automatically increased from year to year by the percentage increase in the CPI in effect on January 1 of each year over the CPI which was in effect on January 1 of the preceding year. Developer shall be reimbursed for Administrative Expenses from the Tax Increment Fund. By way of example and not limitation, costs incurred by Developer to prepare Payment Requests shall be Administrative Expenses. Authorized Project Construction Costs and Authorized Project Design Costs paid by Developer shall not be treated as Administrative Expenses.

6.5. Authorized Project Costs.

6.5.1 Developer will pay or incur Authorized Project Costs for Public Improvements constructed in phases as determined by Developer and in accordance with the PD Zoning and the Governing Regulations. The Authorized Project Costs of the Public Improvements to be reimbursed from the Tax Increment Fund shall be described in the Project Plan and Finance Plan and the Infrastructure Proposals. Developer shall be responsible for paying the cost of a Public Improvement that is in excess of the amount approved for reimbursement for such facility in the Project Plan and Finance Plan and Infrastructure Proposal; provided; Developer may amend and the Board shall approve amendments to an Infrastructure Proposal to increase the amount approved for reimbursement to the extent Developer establishes that costs in excess of the amount originally approved for reimbursement are attributable to cost overruns in the normal course of business or result from unanticipated construction conditions or extraordinary and unforeseeable events.

6.5.2 Following the completion of Public Improvements and the acceptance thereof by the City (as evidenced by a "Certificate of Completion"), Developer and Other Owners shall convey the improvements to the City by plat dedication or, in the case of off-site improvements, by separate instrument if necessary. Developer and Other Owners, at no cost to the City, shall provide, dedicate, and grant to the City all necessary easements and rights-of-way for the Public Improvements within the Property, except for rights-of-way for infrastructure in the City's Capital Improvement Plan adopted in accordance with Chapter 395 of the Texas Local Government Code. Conveyance to the City shall include an assignment of all contractors' warranties, if any, and maintenance bonds. Prior to the acceptance of such conveyances by the

City, Developer shall provide the City with releases and all bills paid affidavits from all prime contractors, major subcontractors, and major suppliers who have provided labor and materials for the Public Improvements showing that they have been paid in full for such labor and materials.

6.5.3. Upon receipt of a Certificate of Completion for Public Improvements, Developer shall submit to the Board (with a copy to the City) evidence (in reasonable detail) of the actual Authorized Project Costs of the Public Improvements paid or incurred by Developer, together with all other documents as may be necessary (a "Payment Request"). The Payment Request shall segregate costs between Authorized Project Design Costs and Authorized Project Construction Costs. A Payment Request must include, at a minimum, copies of third-party invoices, proof of Developer's payment of expenditures, proof of reimbursable internal costs such as time records establishing hours of employee time directly devoted to Public Improvements projects, and a spreadsheet containing line-item detail summarizing all expenditures included in the Payment Request, including a summary of total Authorized Project Construction Costs by month as necessary to compute Developer Interest pursuant to Section 6.6(D). If the Board verifies that Developer paid or incurred the Authorized Project Costs ("Verified Authorized Project Costs") and following submittal of documents required to amend the Project Plan and Financing Plan as may be necessary, then Developer shall be reimbursed for such actual Authorized Project Costs (up to the unit quantities for each sub-category of Public Improvements shown in the Project Plan and Finance Plan) plus Developer Interest, from the Tax Increment Fund.

6.6. TIF Payments. Available TIF Revenues shall be used in the following order of priority:

(A) First, Available TIF Revenues may be used to pay Pre-TIRZ Administrative Costs as incurred by the City.

(B) Second, Available TIF Revenues may be used to pay Administrative Expenses as incurred by the City.

(C) Third, Available TIF Revenues may be used to pay Pre-Development Costs incurred by the Developer.

(D) Fourth, Available TIF Revenues may be used to pay Administrative Expenses as incurred by Developer.

(D) Fourth, Available TIF Revenues shall be used to make a payment to Developer equal to previously unpaid Verified Authorized Project Costs incurred by Developer, plus Developer Interest computed as follows:

(i) Developer shall receive Developer Interest on Authorized Project Design Costs for an item of Public Infrastructure for the period from the date of the Certificate of Completion for such Public Infrastructure through the date on which Developer is reimbursed from the Tax Increment Fund for such Authorized Project Design Costs.

OLD CELINA REIMBURSEMENT AGREEMENT

(ii) Developer shall receive Developer Interest on Authorized Project Construction Costs for the period from Developer's payments of Authorized Project Construction Costs expenditures through the date Developer is reimbursed from the Tax Increment Fund; provided, for purposes of computing such Developer Interest, all Authorized Project Construction Costs are deemed paid by Developer on the last day of the month in which Developer actually paid such items. By way of illustration, if Developer paid 40 Authorized Project Construction Cost invoices on various dates throughout the month of July 2017 that totaled \$75,000 in Authorized Project Construction Costs, Developer will be treated as having made a single payment of \$75,000 for Authorized Project Construction Costs on July 31, 2017 for purposes of computing Developer Interest.

Any unreimbursed Verified Authorized Project Costs shall be carried forward and shall be reimbursed with Developer Interest when there are Available TIF Revenues.

6.7. Developer Priority Over All Other Claimants. Notwithstanding anything else in this Agreement, Developer's right to receive or direct Available TIF Revenues for previously unpaid Verified Authorized Project Costs incurred by Developer shall have priority of payment over any other expenditure of Available TIF Revenues other than amounts described in Section 6.6(A)-(B) unless Developer consents in writing to grant priority to some other specified expenditure of Available TIF Revenues. Neither the City nor the Board shall authorize or incur any contractual or other obligation payable from Available TIF Revenues that might impair or delay the Developer's ability thereafter to receive reimbursements from Available TIF Revenues for unpaid Verified Authorized Project Costs or for future Authorized Project Costs paid by Developer unless Developer consents in writing to such proposed contractual or other obligation. Neither the City nor the Board may grant, convey, pledge, or assign any interest in the Tax Increment Fund to another developer of property in the TIRZ or to any other person or entity (private, public or governmental) without Developer's approval. Unless provided to a lender or to the Old Celina Municipal Management District No. 1 to secure bonds whose proceeds shall be utilized with the consent of Developer, the City and the Board agree that other than amounts described in Section 6.6(A)-(B) all requests for payments from TIF revenue from any person or entity (private, public or governmental) other than Developer shall be subordinate to Developer's rights to receive Available TIF Revenues throughout the term of the TIRZ or any time after the conclusion of the term of the TIRZ during which repayment obligations remain outstanding.

6.8. Payment not Acceptance. No payment to Developer of Available TIF Revenues shall be deemed an acceptance by the City of any Public Improvement.

6.9. Reliance; Indemnification. The Board and the City shall be entitled to rely on the information provided by Developer and Other Owners and any assignees in verifying costs and seeking reimbursement for such costs from the Tax Increment Fund and are under no duty or obligation to independently verify the truth, accuracy, or completeness of such information. Developer and Other Owner and all assignees release, hold harmless, and indemnify the Board and the City (and their respective elected and appointed members, officers, employees,

OLD CELINA REIMBURSEMENT AGREEMENT

representatives and consultants) from any claims by third parties to the costs for which Developer, Other Owners or any assignees seeks reimbursement pursuant to this Agreement.

ARTICLE VII **CELINA PARKWAY**

7.1. Celina Parkway. Developer shall complete the design of that portion of Celina Parkway located between FM 428 and FM 455 within eighteen (18) months of the Effective Date. Developer shall commence construction of two lanes of that portion of Celina Parkway located between FM 428 and FM 455 within twenty-four (24) months of the Effective Date. Developer and City recognize and intend that the deadlines specified in the preceding two sentences are extensions of the deadlines for such actions specified in Ordinance No. 2016-16. Celina Parkway between FM 428 and FM 455 shall be a Public Improvement that is not subject to any requirement of Article IV but is subject to the requirements of Article V. The City shall use best efforts to timely process all City actions necessary for Developer to satisfy the deadlines imposed by this Section 7.1, and such deadlines shall be extended for a period equal to any delay caused by the City's failure to perform necessary City actions in accordance with customary City timelines for such actions.

7.2. Intersection of FM 455 and Celina Parkway. The intersection of Celina Parkway and FM 455 shall be designed in a manner that conforms to the Governing Regulations and is acceptable to Developer as creating viable corners for retail or commercial development.

ARTICLE VIII **CHAPTER 380 AGREEMENTS**

8.1. Board Chapter 380 Grant Authority. The Project and Financing Plan allocate certain TIRZ Revenues to the payment of economic development grants pursuant to Chapter 380 of the Texas Local Government Code ("**Chapter 380**"). The City by Ordinance _____ approved a grant of authority to the Board pursuant to Section 311.010(h) of the TIRZ Act to establish programs to facilitate the economic development of the TIRZ, including programs to make grants and loans from the TIF ("**TIF 380 Grants**").

8.2 Use of Chapter 380 Grants to Facilitate TIRZ Development. Developer may periodically submit to the Board proposals and suggestions for the Board to make specific TIF 380 Grants that would facilitate the Private Development and would be authorized by Chapter 380. The Board shall cooperate with Developer and consider Developer's suggestions for TIF 380 Grants, consistent with the Board's duty to independently evaluate Chapter 380 expenditures. The City Council by ordinance or resolution shall approve any TIF 380 Grant. Any TIF 380 Grants shall be the subject of separate economic development agreements between the Board and/or the City and the grant recipient; provided, in the event of any conflict between the provisions of a TIF 380 Grant agreement and this Agreement, the provisions of this Agreement shall govern unless Developer provides written consent allowing the terms of the TIF 380 Agreement to supersede the specific conflicting terms of this Agreement.

ARTICLE IX

OLD CELINA REIMBURSEMENT AGREEMENT

TERM

The term of this Agreement shall begin on the Effective Date and shall terminate upon the expiration of the TIRZ.

ARTICLE X EVENTS OF DEFAULT; REMEDIES

10.1. 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 less than thirty (30) days after written notice of the alleged failure has been given). In addition, 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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within thirty (30) days after it is due. If a Party who has received notice under this Section 9.1 cannot cure an alleged failure to perform within thirty (30) days after receipt of written notice, such Party shall give written notice to the other Party within such thirty (30) day period: (a) stating that the Party cannot cure the alleged failure within thirty (30) days after receipt of written notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within thirty (30) days after the initial written notice of the alleged failure has been given. The City's failure to fulfill an obligation or intention of the City contained in this Agreement that creates a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions shall not be considered an event of default.

10.2. 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 AS TO REIMBURSEMENTS ALREADY OWED.**

ARTICLE XI ASSIGNMENT AND ENCUMBRANCE

11.1. Assignment by Developer to Successor Developers.

11.1.1 The Developer and Other Owners have the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer and Other Owners under this Agreement to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property (a) without City consent, but with

notice to the City, if the Assignee is an entity that is controlled by or under common control by the Developer and Other Owners; or (b) if to any other person, entity or conduit issuer, with the City's prior written consent, which shall not be unreasonably withheld but which shall be conditioned on the proposed Assignee providing to the City reasonable proof that the Assignee has the financial ability to perform under the this Agreement. The Developer and Other Owners may not assign this Agreement if they are in breach of this Agreement at the time of such assignment. An Assignee is considered a "Developer" and "Other Owner" and a "Party" under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee. Developer may assign any receivables due under this Agreement without the consent of, but upon written notice to, the City and the Board.

11.1.2 A Notice of each proposed assignment to an 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 Assignee who the City may contact for additional information regarding the experience and background of the Assignee.

11.1.3 Each assignment shall be in writing executed by the Developer, Other Owners and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the Assignee acknowledged by a notary public that the Assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an 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 Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer or Other Owners shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within fifteen (15) days after execution, the Developer not Other Owners shall not be released until the City receives such copy of the assignment.

11.1.4 No assignment by the Developer or Other Owners shall release the Developer or Other Owners from any liability that resulted from an act or omission by the Developer or Other Owners that occurred prior to the effective date of the assignment unless the City approves the release in writing.

11.1.5 The Developer and Other Owners shall maintain written records of all assignments made by the Developer or Other Owners to Assignees, including a copy of each executed assignment and the 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.

11.2. 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.

11.3. 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 ten (10) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties that includes a detailed explanation of the Force Majeure, a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time, and the length of time needed to resume full performance. Any other Party may object in writing to the length of time claimed to be needed to resume performance by the Party suffering the event of Force Majeure if it provides a commercially reasonable explanation regarding how full performance could reasonably be resumed at an earlier date, in which case full performance shall resume at the earlier date. 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.

ARTICLE XII RECORDATION AND ESTOPPEL CERTIFICATES

From time to time upon written request of Developer or the Other Owners, and upon the payment of a \$800.00 fee to the City, the City Manager or his/her designee will, in his official capacity and to his best knowledge and belief, execute a written estoppel certificate identifying any obligations of Developer or the Other Owners under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Developer or Other Owners is in compliance with its duties and obligations under this Agreement.

ARTICLE XIII INDEMNIFICATION

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BOARD, ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH, PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT) THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE BOARD AND THE CITY) OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE UNDERTAKING OF THE PRIVATE DEVELOPMENT OF THE PROPERTY AND DESIGN AND CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER AND THE BOARD OR CITY,

RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BOARD AND THE CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER HEREBY ACKNOWLEDGES THAT NEITHER THE BOARD NOR THE CITY CAN GUARANTEE OR CONTROL THE APPRAISED VALUE OF THE PROPERTY WITHIN THE TIRZ, AND THUS CANNOT GUARANTEE OR CONTROL THE AMOUNT OF CITY TAX INCREMENT THAT MAY BE DEPOSITED INTO THE TAX INCREMENT FUND THROUGHOUT OR AT ANY TIME DURING THE TERM OF THE TIRZ. DEVELOPER HAS ENTERED INTO THIS AGREEMENT WITHOUT RELYING ON ANY ASSERTIONS, REPRESENTATIONS OR ASSUMPTION THAT MAY HAVE BEEN MADE BY THE BOARD AND/OR THE CITY, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, WITH RESPECT TO THE PROJECT PLAN AND FINANCING PLAN AND THE POTENTIAL IMPACT OF CITY TAX INCREMENT THAT MAY BE DEPOSITED INTO THE TAX INCREMENT FUND THROUGHOUT OR AT ANY TIME DURING THE TERM OF THE TIRZ.

ARTICLE XIV **ADDITIONAL PROVISIONS**

14.1 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.

14.2. Notices. All Notices shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested; or (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed). All Notices given pursuant to this section shall be addressed as follows:

To the City: City of Celina, Texas
Attn: Mayor
142 N. Ohio
Celina, Texas 75009

With a copy to: Messer, Rockefeller & Fort, PLLC
Attn: Julie Fort
6351 Preston Road, Suite 350
Frisco, TX 75034

To the District: Old Celina Municipal Management District No. 1
142 N. Ohio
Celina, Texas 75009

To Developer: Old Celina, Ltd.
Attn: Rex Glendenning
12400 Preston Road, Suite 100
Frisco, Texas 75033

With a copy to: Locke Lord, LLP
Attn: Frank Stevenson
2200 Ross Ave, Suite 2800
Dallas, Texas 75201

Any Party may by written notice to other Parties change the address for notices under this Agreement.

14.3. 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.

14.4. Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council 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 Board represents and warrants that this Agreement has been approved by official action by the Board 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 Board has been duly authorized to do so. Developer and the Other Owners represent and warrant that this Agreement has been approved by appropriate action of Developer and the Other Owners, and that the individual(s) executing this Agreement on behalf of Developer and the Other Owners have been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is

OLD CELINA REIMBURSEMENT AGREEMENT

binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

14.5. Entire Agreement; Severability. 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, but does not supersede the Project Plan and Financing Plan. This Agreement shall not be modified or amended except in writing signed by the Parties. 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.

14.6. 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 Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

14.7. 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.

14.8. 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.

14.9. Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Depiction of the Property
Exhibit B	Metes and Bounds of the Property

14.10 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City and Board do not waive or surrender any governmental powers, immunities, or rights except as follows:

- (a) The City and the Board waive governmental immunity from suit and immunity from liability as to any action brought by Developer to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies and only to the extent authorized by law. Nothing in this section shall waive any claims, defenses or immunities or tort limitation that the City or Board

has with respect to suits against the City or Board by persons or entities other than Developer to this Agreement. Nothing in this Agreement, however, shall waive any claims, defenses or immunities or tort limitation that the City or Board may have with respect to any claim or suit against the City or Board arising from injury to persons (including death) or damage to or destruction of personal property.

14.11. Counting of Days. Any numbers of days within which actions must be taken pursuant to this Agreement shall mean calendar days unless business days are specified.

14.12 Payment of Taxes Due. Developer and the Other Owners shall make timely payment of real property taxes owed by Developer and Other Owners to the City, including, but not limited to real property taxes owed on the Property, during the term of this Agreement. Developer and the Other Owners shall not be responsible for payment of property taxes owed by other persons that own land, improvements, or personal property within the TIRZ, and any delinquency or default of such third parties in such taxes shall not be a default under this Agreement.

[Signature Pages to Follow]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF CELINA

By: _____
Name: Sean Terry
Title: Mayor
Date: _____

APPROVED AS TO FORM

Name: _____
Title: City Attorney

[TIRZ Board signature block]

OLD CELINA REIMBURSEMENT AGREEMENT

Page 19

Attachment: DEVELOPER REVISED DRAFT 2015.006.001b - Old Celina Development Agreement... (1842 : Old Celina Reimbursement

**OLD CELINA, LTD.,
a Texas limited partnership**

by: Rex Management, LLC
a Texas limited liability company

By: _____
Rex Glendenning, President and its duly authorized
representative

Address: 12400 Preston Road, Suite 100
Frisco, Texas 75033
Tel.: 972-250-1263
Fax: 972-335-1701
Email: rex@rexrealestate.com

[Other Owners sig blocks]

Attachment: DEVELOPER REVISED DRAFT 2015.006.001b - Old Celina Development Agreement... (1842 : Old Celina Reimbursement

EXHIBIT A
Depiction of the Property

Attachment: DEVELOPER REVISED DRAFT 2015.006.001b - Old Celina Development Agreement... (1842 : Old Celina Reimbursement

EXHIBIT B
Metes and Bounds of the Property

Attachment: DEVELOPER REVISED DRAFT 2015.006.001b - Old Celina Development Agreement... (1842 : Old Celina Reimbursement



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Custer Road Medical Office Annexation

Action Requested:

Consider and act upon a resolution setting a date, time and place (Tuesday, January 10, 2017 at 5:00 PM & Tuesday, January 10, 2017 at 5:05 PM) at 112 N. Colorado Dr., Celina, TX 75009, for public hearings on the proposed annexations of a 1 acre tract of land and half of adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of the Rolling Meadows Estates. (Custer MD Tract) (Liebman)

Background Information:

Below is the anticipated annexation schedule for the property. The property owner has been offered a Chapter 43 Pre-annexation agreement which has been denied.

- December 13, 2016 - City Council acts on Resolution to set the public hearing dates.
- January 10, 2016 - Two separate public hearings are held on the same night (5:00pm & 5:05pm at 112 N. Colorado Dr., Celina, Texas.)
- February 14, 2016 - City Council acts on Ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the proposed resolution.

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA
RESOLUTION NO. 2016-__**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING A DATE, TIME, AND PLACE FOR PUBLIC HEARINGS ON A PROPOSED ANNEXATION OF CERTAIN PROPERTIES BY THE CITY AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS AND AUTHORIZING CITY STAFF TO TAKE ALL NECESSARY ACTION TO FULFILL THE REQUIREMENTS OF THE MUNICIPAL ANNEXATION ACT.

WHEREAS, the City of Celina, Texas (the “City”) is a Home Rule municipality located in Collin County, Texas, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, the City of Celina is provided the power to annex land under its Home Rule Charter and Section 43.021 of the Texas Local Government Code pursuant to the requirements and limitations set forth in state law; and

WHEREAS, the City of Celina has determined that it is in the best interest of the City and its citizens to consider the potential annexation of certain properties that are located within the City’s extraterritorial jurisdiction; and

WHEREAS, the City of Celina desires to start the process that will enable the City, should it so desire, to annex the properties referenced in Exhibits “A” & “B” into the City of Celina, call two public hearings, and set a proposed annexation proceedings schedule.

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

- I. That on Tuesday, the 10^h day of January, 2016 at 5:00 p.m. and on Tuesday, the 10th day of January 2016 at 5:05 p.m., at 112 N. Colorado, Celina, Texas 75009. The City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described in the attached Exhibit “A”,
- II. That the City Secretary is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in Exhibit “A” not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day December, 2016.

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Attachment: Custer Rd. Resolution (1857 : Custer MD Annexation)

EXHIBIT "A"

Order No.: 9000061601200

BEING all that certain lot, tract, or parcel of land situated in the Coleman Watson Survey, Abstract Number 945, situated in Collin County, Texas, and also being a that same tract of land described by deed to Rhea's Mill Baptist Church as recorded under Volume 1745, Page 773, Deed Records of Collin County, Texas (D.R.C.C.T.), said tract being described by deed to Amy Samuels Robinson and Drew Russell Robinson as recorded under Instrument Number 20061214001758170, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for the northeast corner of the herein described tract, said point being in the west line of Farm Road 2478, and being the southeast corner of a tract of land described by deed to the State of Texas as recorded under Instrument Number 20150209000143310, (D.R.C.C.T.);

THENCE South 00 degrees 44 minutes 43 seconds East, with the west line of said Farm Road 2478, a distance of 150.01 feet to a ½ inch iron rod found for corner, same being the northeast corner of a 10.00 foot right of way dedication in Rolling Meadows Estates as recorded under Cabinet N, Page 302, Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE South 89 degrees 03 minutes 27 seconds West, with the north line of said 10.00 foot right of way, passing at a distance of 10.00 feet, the northwest corner of said 10.00 foot right of way, same being the northeast corner of Lot 3 of said Rolling Meadows Estates, continuing with the north line of said Lot 3, passing the northwest corner of said Lot 3, same being the northeast corner of Lot 4 of said Rolling Meadows Estates, continuing with the north line of said Lot 4, for a total distance of 289.74 feet to a ½ inch iron rod found for corner, same being a southeast corner of a tract of land described by deed to Twin Eagles, LTD. as recorded under Instrument Number 96-0013989, (D.R.C.C.T.);

THENCE North 01 degrees 03 minutes 03 seconds West, an east line of said Twin Eagles, LTD. tract, a distance of 150.09 feet to a ½ inch iron rod found for corner, same being an ell corner of said Twin Eagles, LTD. tract;

THENCE North 89 degrees 04 minutes 25 seconds East, with a south line of said Twin Eagles, LTD. tract, passing a southeast corner of said Twin Eagles, LTD. tract, same being the southwest corner of said State of Texas tract, continuing for a total distance of 290.54 feet to the POINT OF BEGINNING and containing 0.999 acres of land, more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

AR 

Attachment: Custer Rd. Resolution (1857 : Custer MD Annexation)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Sunset Parkway Resolution

Action Requested:

Consider and act upon a Resolution authorizing the City Manager to enter into an agreement between the City of Celina and Parks at Wilson Creek, L.P. for the design and engineering costs for Sunset Blvd. and associated utility and related services, in an amount not to exceed \$540,900.00 (Johnson)

Background Information:

As part of the PID creation for the Parks at Wilson Creeks there was an item in the development agreement that allowed for a TIRZ to be created to repay the developer for some of the City's offsite responsibilities, in particular Sunset Blvd. The agreement will allow the project to move forward with design of Sunset from Preston Road to the intersection of Roseland Parkway. The City will be responsible for the portion of Sunset between Preston Road and Coit Road. Once Sunset enters the subdivision it will be a shared cost between the City and the Developer due to a portion of the road being adjacent to our City Park area. Engineering estimates that the City will be responsible for approximately 68% of the design costs from Preston to Roseland.

Board Review/Citizen Input:

N/A

Alternatives:

City can choose to not participate and the City will be responsible to design this portion of Sunset at some point in the future.

Financial Considerations:

The engineering design is to be paid via the TIRZ if City Council agrees to create the TIRZ. In the event a TIRZ is not created in the future the City will be responsible to pay the developer back a proportional share of the design.

Legal Review:

The City's Land Use Attorney, Bond Counsel and District Consultants will review the proposed agreement.

Supporting Documents:

- Proposed Draft Resolution

Staff Recommendation:

Staff recommends approval contingent to the City's Land Use Attorney and Financial Advisor's review of the final document.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT REGARDING SUNSET BOULEVARD BETWEEN THE CITY OF CELINA, TEXAS AND THE PARKS AT WILSON CREEK, L.P.; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (“City”) has determined that the Agreement Regarding Sunset Boulevard between the City of Celina, Texas and The Parks at Wilson Creek, L.P. (the “Agreement”) is appropriate and in the best interest of the citizens of the City to execute the Agreement.

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

SECTION 1: The recitals and findings set forth above and within the Agreement are true and correct and are incorporated as if fully set forth in the body of this Resolution.

SECTION 2: The City Council hereby authorizes the Mayor to execute the Agreement attached hereto as Exhibit “A”. The City Council hereby determines and declares that the recitals in the Agreement are legislature findings of the City Council.

SECTION 3. The City Council hereby finds, determines and declares that the meeting, at which this resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 4. If any section, article, paragraph, sentence, clause, phrase or word in this resolution, 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 this resolution, and the City Council hereby declares it would have passed such remaining portions of this resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5: This Resolution shall be effective from and after the date of passage as provided by law.

PASSED AND APPROVED this the 13th day of December, 2016.

Attest:

Vicki Faulkner, City Secretary

Approved:

Sean Terry, Mayor

DRAFT

Attachment: DRAFT Resolution to Execute Agreement - Sunset Blvd (1854 : Sunset Blvd. Agreement)

EXHIBIT A
AGREEMENT REGARDING SUNSET BOULEVARD

DRAFT

Attachment: DRAFT Resolution to Execute Agreement - Sunset Blvd (1854 : Sunset Blvd. Agreement)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Lakes at Mustang Ranch Public Improvement District Reimbursement Agreement

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina accepting and approving The Lakes at Mustang Ranch Public Improvement District (Mustang Lakes) Sewer Reimbursement Agreement for the City's portion of the Southeast Sector Sewer Line, Phase 5A.

Background Information:

This Sewer section, Phase 5A is the City's responsibility to build. The City issued bonds in ____, and those bond proceeds are available now to complete this project. The Developer's contractor are already working within this proposed easement area, and was willing to issue a change order to install the City's project. This allowed the City to realize completion on this project quickly, and avoid the future potential of breaking the lines the contractor is currently installing when attempting to retrench this area.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Bond Counsel, Land Use Attorney and District Consultants reviewed the proposed resolution and Reimbursement Agreement.

Supporting Documents:

- Proposed Resolution
- Reimbursement Agreement
- Cost exhibits

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SEWER REIMBURSEMENT AGREEMENT - THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT BETWEEN THE CITY OF CELINA, TEXAS AND CELINA 682 PARTNERS, L.P.; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (“City”) has determined that the Sewer Reimbursement Agreement - The Lakes at Mustang Ranch Public Improvement District between the City of Celina, Texas and Celina 682 Partners, L.P. (the “Agreement”) is appropriate and in the best interest of the citizens of the City to execute the Agreement.

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

SECTION 1: The recitals and findings set forth above and within the Agreement are true and correct and are incorporated as if fully set forth in the body of this Resolution.

SECTION 2: The City Council hereby authorizes the Mayor to execute the Agreement, attached hereto as Exhibit “A”. The City Council hereby determines and declares that the recitals in the Agreement are legislature findings of the City Council.

SECTION 3. The City Council hereby finds, determines and declares that the meeting, at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 4. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution, 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 this Resolution, and the City Council hereby declares it would have passed such remaining portions of this resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5: This Resolution shall be effective from and after the date of passage as provided by law.

PASSED AND APPROVED this the 13th day of December, 2016.

Attest:

Approved:

Vicki Faulkner, City Secretary

Sean Terry, Mayor

EXHIBIT A

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT
(MUSTANG LAKES) SEWER REIMBURSEMENT AGREEMENT
 (for the City's portion of the Southeast Sector Sewer Line, Phase 5A)

This Sewer Reimbursement Agreement (this “**Agreement**”) is executed between the City of Celina, Texas (the “**City**”) and Celina 682 Partners, L.P. (“**Developer**”) to be effective December 13, 2016 (individually referred to as a “**Party**” and collectively as the “**Parties**”).

RECITALS

- A. WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in this Agreement, in the Reimbursement Agreement – The Lakes at Mustang Ranch Public Improvement District, effective as of January 13, 2015 (the “**PID Reimbursement Agreement**”) or where indicated, in the SAP;
- B. WHEREAS, the property within the PID is being developed in phases, and Assessments for each phase have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase;
- C. WHEREAS, the Assessed Property within the PID will also benefit from certain Major Improvements (the “**Major Improvements**”) and Assessments have been levied against all of the Assessed Property within the PID to pay a portion of the costs of the Major Improvements;
- D. WHEREAS, the Assessed Property within the PID will also benefit from certain water and sewer improvements constructed and installed by the City, or their designee, and financed through certificates of obligation issued by the City (the “**City Contributed Major Improvements**”) and Assessments have been levied against all of the Assessed Property within the PID to pay a portion of the costs of the City Contributed Major Improvements;
- E. WHEREAS, the City has requested the Developer construct a portion of the City Contributed Major Improvements consisting of a sewer line project (the “**City Sewer Major**

Improvement”) concurrently with the construction of the Phase #2 Improvements and the Parties wish to set forth the terms for the construction and installation of, and the payment for, such City Sewer Major Improvement in this Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Agreement for all purposes.
2. The Developer will (a) confirm the cost to complete construction of the City Sewer Major Improvement by obtaining a change order to its existing construction contract; and if the City approves such change order, the City will (b) deposit the amount of the change order into the PID Reimbursement Fund to be used solely to pay, on a percentage of completion basis, the costs of the City Sewer Major Improvement [collectively, (a) and (b) are the **"Sewer Conditions Precedent"**]. If the Sewer Conditions Precedent are satisfied, the City and the Developer hereby agree that concurrently with the construction of the Phase #2 Improvements, the Developer shall, on behalf of the City, construct the City Sewer Major Improvement described and depicted on Exhibit A to this Agreement. The Parties agree that the Developer shall be exempt from any public bidding requirements for the City Sewer Major Improvement pursuant to Texas Government Code Section 252.022(9), as amended. In addition, no security, such as a bond or letter of credit, shall be required from the Developer to secure completion of the City Sewer Major Improvement. The Developer shall submit Certificates for Payment for work completed for the City Sewer Major Improvement in the same manner provided in the PID Reimbursement Agreement. Notwithstanding any other provision in the PID Reimbursement Agreement and this Agreement, payments made to the Developer pursuant to an approved Certificate for Payment related to the City Sewer Major Improvement shall be made solely from the net proceeds of the certificates of obligation issued by the City for the City Contributed Major Improvements or from other lawfully available funds of the City deposited into the Phase #2 Reimbursement Fund for such purpose and from no other source.

3. This Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of a dispute involving this Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Collin County, Texas.
4. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Agreement shall remain in full force and effect.
5. Any notice required or contemplated by this Agreement shall be deemed given if given consistent with the notice requirements in the PID Reimbursement Agreement. The default and remedies provisions in the PID Reimbursement Agreement apply to this Agreement.
6. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.
7. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Agreement.
8. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of the City and the Developer.
9. This Agreement may be amended only by written agreement of the Parties.
10. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of December 13, 2016.

CITY OF CELINA, TEXAS

Mayor

ATTEST:

City Secretary

**CELINA 682 PARTNERS, L.P.,
a Texas limited partnership**

By: CELINA 682 GP PARTNERS, LLC
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
a Texas corporation,
its manager

By: _____
James J. Melino, President

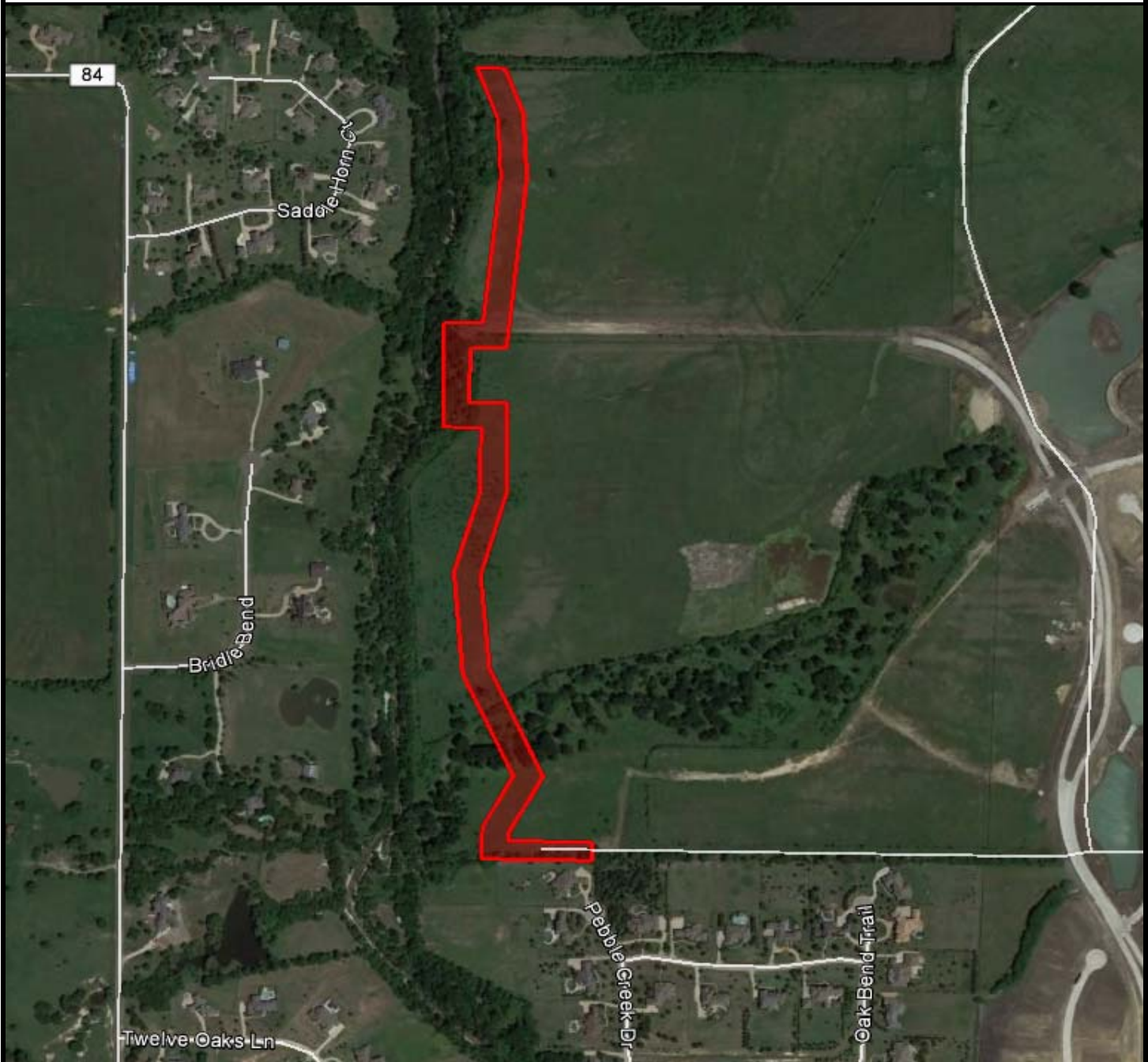
EXHIBIT A

EXHIBIT "A"

Southeast Sector Interceptor Extension Phase 5A
Celina, Texas



7557 RAMBLER ROAD, SUITE 1400
DALLAS, TEXAS 75231-2388
PHONE: (972) 235-3031

**LEGEND**

 PROJECT SITE

**DATUM**

NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202

December 1, 2016

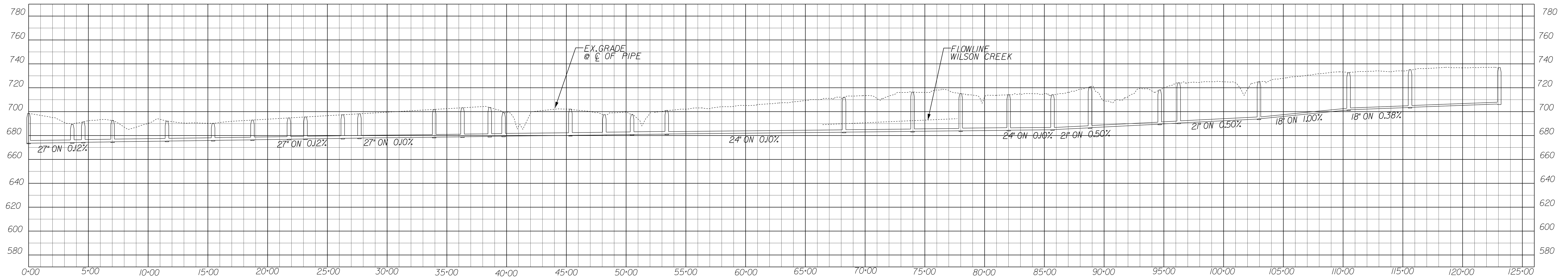
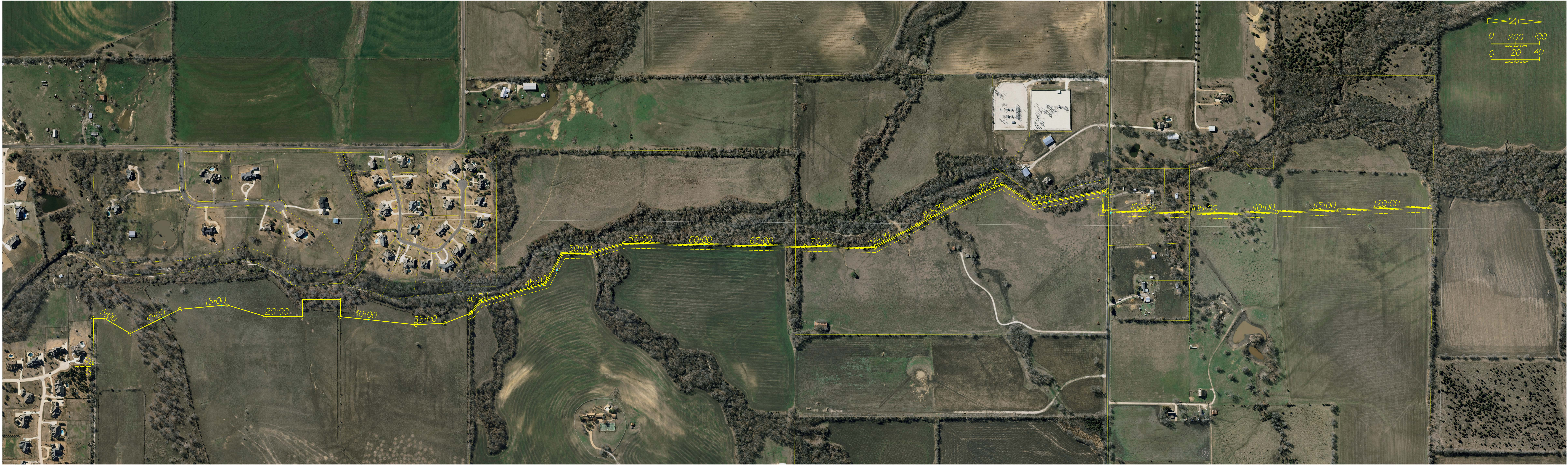
ENGINEER'S CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST

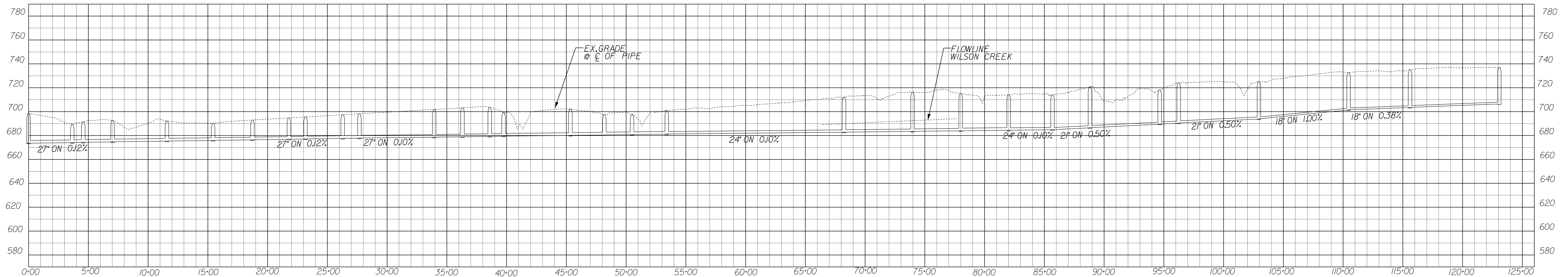
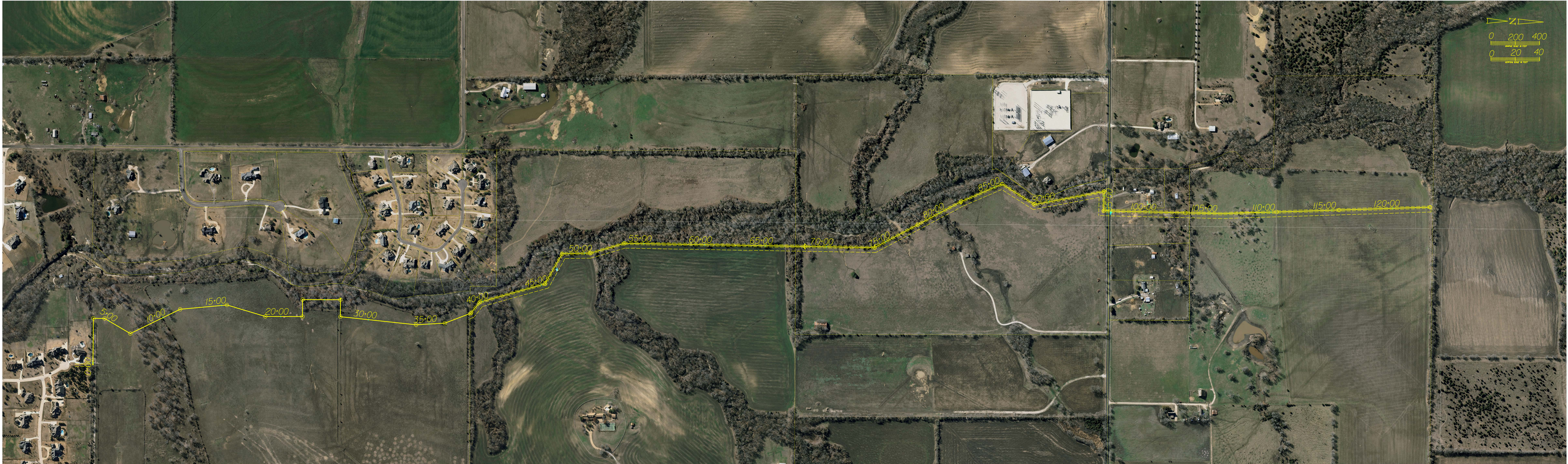


Client Name: City of Celina, Texas
Project Title: SE Sector Interceptor - Phase 5A

PK No.: 3551-14.141
Date: 11/01/2016

Bid No.	Spec No.	Bid Item Description	Units	Estimated Quantity	Unit Cost	Total Cost
1	TxDOT 500	Mobilization, Demobilization, Bonds, Insurance	LS	1	\$ 88,700.00	\$ 88,700.00
2	201	Temporary Erosion, Sedimentation and water Pollution Prevention (SWPP)	LS	1	30,000.00	\$ 30,000.00
3	203.3	General Site Preparation	LS	1	20,000.00	\$ 20,000.00
4	Tech Spec	60" Diameter Sanitary Sewer Manhole	EA	14	9,000.00	\$ 126,000.00
5	Tech Spec	60" Diameter Sanitary Sewer Manhole Extra Depth	VF	119	350.00	\$ 41,650.00
6	501.17	27" PVC (F679 PS115) Wastewater Main	LF	3,859	250.00	\$ 964,750.00
7	Tech Spec	Vacuum Test Wastewater Manhole	EA	14	150.00	\$ 2,100.00
8	507.5	Television Inspection	LF	3,859	2.00	\$ 7,718.00
9	506	Connect to Existing Manhole	EA	1	3,000.00	\$ 3,000.00
10	801	Remove & Install 5' Wire Fence	LF	100	20.00	\$ 2,000.00
11	801	Temporary Fence	LF	100	5.00	\$ 500.00
12	504.3	Rock Foundation	CY	100	50.00	\$ 5,000.00
13	504.6	Sand Backfill	CY	100	35.00	\$ 3,500.00
14	202	Hydromulch Seeding of Work Zone	SY	21,500	1.00	\$ 21,500.00
15	107.19	Trench Safety & Support	LF	3,859	10.00	\$ 38,590.00
		TOTAL				\$ 1,356,000.00
		25% CONTINGENCY				\$ 140,000.00
		TOTAL OPINION OF CONSTRUCTION COSTS				\$ 1,496,000.00







Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Mustang Lakes Phase 2 SAP Ordinance

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Phase #2 Assessment Roll for Mustang Lakes Phase 2 Public Improvement District; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for payment of the Phase #2 Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of Major Improvement Area assessments, and providing penalties and interest on delinquent assessments, Providing for severability and providing an effective date. (Mustang Lakes PID) (Liebman)

Background Information:

This Ordinance approves the service plan for the Mustang Lakes Phase 2 project and authorizes the levying of assessments on the property.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

The City's Land Use Attorney has reviewed the proposed ordinance.

Supporting Documents:

- Proposed ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA ACCEPTING AND APPROVING AN UPDATED SERVICE AND ASSESSMENT PLAN AND PHASE #2 ASSESSMENT ROLL FOR THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE PHASE #2 ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE PHASE #2 ASSESSMENTS, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on January 24, 2008, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the City; and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Collin Central Appraisal District and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on March 10, 2008, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2008-06R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Lakes of Mustang Ranch Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on November 8, 2016, the Council adopted a resolution approving the preliminary service and assessment plan, including proposed assessment rolls, calling for a public hearing to consider an ordinance levying assessments on property within Phase #2 of the District (the “Phase #2 Assessments”), authorizing the publication of notice of a public hearing to consider the levying of the Phase #2 Assessments against the property within the District (the “Levy and Assessment Hearing”) in a newspaper of general circulation in the City, and directing related action; and

WHEREAS, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on December 2, 2016 in *The Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Phase #2 Assessments; and

WHEREAS, all parties liable for the Phase #2 Assessments have acknowledged receipt of such notice and waived objections, if any, to the timeliness thereof; and

WHEREAS, the City Council held the Levy and Assessment Hearing on the 13th day of December, 2016, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Phase #2 Assessment Roll, and the proposed Phase #2 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Phase #2 Assessments, the allocation of Authorized Improvement Costs, the purposes of the Phase #2 Assessments, the special benefits of the Phase #2 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Phase #2 Assessments; and

WHEREAS, the City Council finds and determines that the Phase #2 Assessment Roll and the Lakes of Mustang Ranch Public Improvement District Service and Assessment Plan, dated December 13, 2016 attached hereto as **Exhibit A**, which final form has been approved by the City Manager and the City’s bond counsel, land use attorney, and district consultants (the “Service and Assessment Plan”), and which is incorporated herein for all purposes, should be approved and that the Phase #2 Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan and the Phase #2 Assessment Roll attached thereto as Appendix G (the “Phase #2 Assessment Roll”); and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Authorized Improvement Costs, the Phase #2 Assessment Roll, and the levy of the Phase #2 Assessments; and

WHEREAS, prior to the issuance of bonds secured by the Phase #2 Assessments, the owners (the “Landowners” or the “Assessed Parties”), or their representatives, of the majority of the privately-owned and taxable property located within the District, and who are the persons to be assessed pursuant to this Ordinance, appeared at the public hearing and stated they approve and accept the Service and Assessment Plan, approve the Phase #2 Assessment Roll, approve this Ordinance and approve the levy of the Phase #2 Assessments against their property located within the District, agree to pay the Phase #2 Assessments when due and payable and requested that the City file the Service and Assessment Plan and/or the assessment roll with the real property records of Collin County; and

WHEREAS, collection of the Phase #2 Assessments will be deferred until such time as the requirements outlined in Section VI(I) of the Service and Assessment Plan have been satisfied; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Authorized Improvement Costs (as reflected in the Service and Assessment Plan, and the Administrative Expenses pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Authorized Improvements;

(c) The Service and Assessment Plan apportions the Actual Cost(s) of an Authorized Improvement to be assessed against the property in the District and such

apportionment is made on the basis of special benefits accruing to the property because of the Authorized Improvements;

(d) All of the real property in the District which is being assessed in the amounts shown in the Phase #2 Assessment Roll will be benefited by the Phase #2 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits in each year equal to or greater than each annual Phase #2 Assessments and will receive special benefits during the term of the Phase #2 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Authorized Improvement Costs and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Authorized Improvement Costs and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Phase #2 Assessment Roll should be approved as the Phase #2 Assessment Roll for the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Phase #2 Assessments, interest on Annual Installments, interest and penalties on delinquent Phase #2 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Phase #2 Assessments should be approved and will expedite collection of the Phase #2 Assessments in a timely manner in order to provide the services and improvements needed and required for the area within the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Phase #2 Assessment Roll.

The Phase #2 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Phase #2 Assessment Roll of the District.

Section 5. Levy and Payment of Special Phase #2 Assessments for Costs of Improvement Project.

(a) The City Council hereby levies an assessment on each Parcel of property (excluding Non-Benefitted Property) located within the District, as shown and described on the Service and Assessment Plan and the Phase #2 Assessment Roll, in the respective amounts shown on the Phase #2 Assessment Roll as a special assessment on the properties set forth in the Phase #2 Assessment Roll.

(b) The levy of the Phase #2 Assessments shall be effective on the date of execution of this Ordinance levying Phase #2 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Phase #2 Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Phase #2 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Upon satisfaction of the conditions contained in Section 13.2(c) of the Trust Indenture related to the Phases #2 – 9 Major Improvement Bonds (as defined in the Service and Assessment Plan) relating to the issuance of additional obligations, each Phase #2 Assessment shall bear interest at a rate or rates equivalent to the maximum amount authorized by Section 372.023(e) of the Texas Local Government Code utilizing the Bond Buyer Revenue Bond Index as published in the *The Bond Buyer* in the month prior to the satisfaction of the conditions set forth above and thereafter in accordance with the provisions of the Service and Assessment Plan, as updated.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Authorized Improvement Costs and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Assessments.

As provided in Section VI(H) of the Service and Assessment Plan, the owner of any Assessed Property may prepay the Phase #2 Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the Landowners intend for the obligations, covenants and burdens on the landowners of Assessed Property, including without limitation such Landowners' obligations related to payment of the Phase #2 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Phase #2 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Assessed Parties, as the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Phase #2 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

The City Manager, or his designee, is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Phase #2 Assessments levied by this Ordinance until such time as he brings forth a contract for such services that is approved by the City Council. The administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Temporary Collector.

The City's Director of Finance is hereby appointed and designated as the temporary collector of the Phase #2 Assessments (the "Collector"). The Collector shall serve in such capacity until such time as the City shall arrange for the Collector's duties to be performed by the Collin County Tax Assessor and Collector, or another qualified collection agent selected by the City.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Phase #2 Assessments by the City.

Section 12. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Phase #2 Assessment Roll,

to be recorded in the real property records of Collin County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Phase #2 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

ADOPTED, PASSED, AND APPROVED on this the 13th day December, 2016.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2016 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Name printed or typed

Commission Expires: _____

Exhibit A

Service and Assessment Plan

Attachment: LEGAL-#60554-v2-Celina_Mustang_Lakes_PID_- Phase #2_Assessments_-

**THE LAKES AT MUSTANG RANCH
PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN**

**January 13, 2015
As updated for Phase #2 on December 13, 2016**

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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Appendix H	Phase #2 Assessment Roll

Section I PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On March 10, 2008 (the “Creation Date”) the City Council of the City of Celina, Texas (the “City”) passed Resolution No. 2008-06R approving and authorizing the creation of The Lakes at Mustang Ranch Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in the PID (the “Authorized Improvements”), all of which is located within the City.

The property in the PID is proposed to be developed in approximately nine phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be provided for that phase.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Rolls for the PID are included as Appendix F and G of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include: (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Administrator” means the employee or designee of the City, identified in any Trust Indenture relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and codes with respect to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the

construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments, as shown on the Assessment Rolls attached hereto as Appendix F, Appendix G and Appendix H, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Prepayment Reserve described in Section V of this Service and Assessment Plan, and (iii) the Delinquency Reserve in Section V of this Service and Assessment Plan.

“Annual Installment Allocable to the City Contributed Major Improvements” means, with respect to each Parcel, each annual payment of: (i) that portion of each Assessment allocable to the City Contributed Major Improvements including interest, as shown on the Assessment Rolls attached hereto as Appendix F and Appendix G, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan.

“Annual Service Plan Update” has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel, consisting of the PID Bond Portion and the City Improvement Portion, imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” means, as applicable, the Phases #2 – 9 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, an Assessment Roll for Future Phases of development or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Authorized Improvement Costs” mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

“Bonds” mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

“City” means the City of Celina, Texas.

“City Contributed Grant Amount” means, with respect to each Parcel, the amount of unencumbered and lawfully available funds equal to ad valorem taxes collected by the City from the Assessed Property and the property in the Parks at Wilson Creek Public Improvement District (the “Parks PID”) during the previous year, as applicable, to be used for reducing the Annual Installment Allocable to the City Contribution Major Improvements in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan. Such payments are not pledged to the Bonds.

“City Contributed Major Improvements” mean those water and sewer Major Improvements described in Section III of this Service and Assessment Plan, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“City Improvement Portion” means the portion of the Assessment allocable to the City Contributed Major Improvements.

“City Council” means the duly elected governing body of the City.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Delinquency Reserve” means a reserve amount to be funded from additional interest collected each year as more fully described in Section V.H of this Service and Assessment Plan.

“Developer” means Celina 682 Partners, L.P., a Texas limited partnership.

“Equivalent Units” mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix D attached hereto.

“Future Phases” means Phases that are fully developed after Phase #1 and Phase #2, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

“Homeowner Association Property” means property within the boundaries of the PID that is

owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a home owners' association.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Collin County, Texas.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the estimated final average home value for each Lot as of the date of the recorded subdivision plat, considering factors such as density, Lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the Lot, as determined by the Administrator and confirmed by the City Council.

“Lot type 1” means lots identified as one acre lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 43,560 square feet size and a minimum lot width of 80 feet, as permitted by the Planned Development Regulations.

“Lot type 2” means lots identified as 100 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 15,000 square feet size and a minimum lot width of 75 feet, as permitted by the Planned Development Regulations.

“Lot type 3” means lots identified as 86 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 12,040 square feet size and a minimum lot width of 75 feet, as permitted by the Planned Development Regulations.

“Lot type 4” means lots identified as 74 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 9,620 square feet size and a minimum lot width of 70 feet, as permitted by the Planned Development Regulations.

“Lot type 5” means lots identified as 60 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 7,500 square feet size and a minimum lot width of 60 feet, as permitted by the Planned Development Regulations.

“Lot type 6” means lots identified as 50 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 6,000 square feet size and a minimum lot width of 50 feet, as permitted by the Planned Development Regulations.

“Major Improvements” or “MI” mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to

the Assessments and requires the Assessments to be prepaid as provided for in Section VI. E. 2.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

“Phase” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

“Phase #1” means the initial Phase to be developed, identified as “Phase #1” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

“Phase #1 Assessed Property” means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

“Phases #1 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.

“Phase #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #1 Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Improvement District Phase #1 Project)" that are secured by Phase #1 Assessment Revenues.

“Phase #1 Improvements” mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Authorized Improvements which only benefit Phase #1 Assessed Property and are described in Section III.C.

“Phase #2” means the second Phase to be developed, identified as “Phase #2” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

“Phase #2 Assessed Property” means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll against which an Assessment relating to the Phase #2 Improvements is levied.

“Phases #2 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for the Phase #2 Improvements.

“Phase #2 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #2 Improvements” mean the Authorized Improvements which only benefit Phase #2 Assessed Property and are described in Section III.C.

“Phased PID Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

“Phases #2 - 9” mean the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

“Phases #2 – 9 Assessed Property” means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

“Phases #2 – 9 Major Improvements” mean (i) the pro rata portion of the Major Improvements allocable to Phases #2 – 9 and are described in Section III.C.

“Phases #2 – 9 Major Improvement Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2 – 9 Assessed Property, or the Annual Installments thereof, for the pro rata portion of the Major Improvements allocable to Phases #2 - 9.

“Phases #2 – 9 Major Improvement Assessment Roll” means the document included in this Service and Assessment Plan as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phases #2 – 9 Major Improvement Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Improvement District Phases #2 – 9 Major Improvement Project)" that are secured by Phases #2 – 9 Major Improvement Assessment Revenues.

“PID” has the meaning set forth in Section I.A of this Service and Assessment Plan.

“PID Act” has the meaning set forth in Section I.A of this Service and Assessment Plan.

“PID Bond Portion” means the portion of the Assessment allocable to the principal and interest on the Bonds.

“Planned Development Regulations” means the development regulations included as Exhibit D to the Amended and Restated Development Agreement dated as of October 23, 2014, and recorded in the Official Public Records of Collin County, Texas, on November 7, 2014, at document number 20141107001222280.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“Prepayment Reserve” means a reserve amount to be funded from additional interest collected each year as more fully described in Section V.G of this Service and Assessment Plan.

“Public Property” means property, real property, right-of-way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Collin County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

“Reimbursement Agreement” means each installment sales contract or reimbursement agreement between the City and the Developer permitted by Section 372.023(d)(1) of the Act.

“Service and Assessment Plan” means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

“Trustee” means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

Section II PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is presently located within the City and contains approximately 682 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,772 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to property within the PID. The estimated number of Lots (1,772) and the classification of each Lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development Type	Quantity	Measurement
Single Family Residential – One acre	48	units
Single Family Residential – 100 Ft	18	units
Single Family Residential – 86 Ft	163	units
Single Family Residential – 74 Feet	458	units
Single Family Residential – 60 Feet	495	units
Single Family Residential – 50 Feet	590	units
Total	1,772	units

B. Property Included in Phase #1, Phase #2 and Phases #2 – 9

Phase #1 consists of approximately 178 acres and is projected to consist of 335 single family residential units, to be developed as Phase #1, as further described in Section III. Phase #2 consists of approximately 104 acres and is projected to consist of 360 single family residential units, to be developed as Phase #2, as further described in Section III. Phases # 2 - 9 (including the 360 lots in Phase #2) consist of approximately 504 acres and are projected to consist of approximately 1,437 residential units. A map of the property within Phase #1, Phase #2 and Phases #2 – 9 and depicting the boundaries of each proposed Phase is shown in Appendix A.

The property within Phase #1 of the PID is proposed to be developed as follows:

Table II-B
Proposed Development – Phase #1

Proposed Development Type	Quantity	Measurement
Single Family Residential – One acre	18	units
Single Family Residential – 100 Ft	0	units
Single Family Residential – 86 Ft	48	units
Single Family Residential – 74 Feet	56	units
Single Family Residential – 60 Feet	104	units
Single Family Residential – 50 Feet	109	units
Total	335	units

The property within Phase #2 of the PID is proposed to be developed as follows:

Table II-C
Proposed Development – Phase #2

Proposed Development Type	Quantity	Measurement
Single Family Residential – One acre	0	units
Single Family Residential – 100 Ft	4	units
Single Family Residential – 86 Ft	49	units
Single Family Residential – 74 Feet	68	units
Single Family Residential – 60 Feet	68	units
Single Family Residential – 50 Feet	171	units
Total	360	units

C. Property Included in Future Phases

As Phases are developed, it is anticipated that additional Bonds will be issued for each new Phase. In connection with the issuance of each new series of Phased PID Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase as shown for Phase #1 in Section B above. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix F and Appendix G.

The estimated number of units at the build-out of the PID is based on the land use approvals by the City for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

Section III DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

- (a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.
- (b) A public improvement may include:
 - (i) landscaping;
 - (ii) erection of fountains, distinctive lighting, and signs;
 - (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
 - (iv) construction or improvement of pedestrian malls;
 - (v) acquisition and installation of pieces of art;
 - (vi) acquisition, construction, or improvement of libraries;
 - (vii) acquisition, construction, or improvement of off-street parking facilities;
 - (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
 - (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
 - (x) the establishment or improvement of parks;
 - (xi) projects similar to those listed in Subdivisions (i)-(x);
 - (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and

- (xiv) payment of expenses incurred in the establishment, administration and operation of the district.

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Authorized Improvements as described in Appendix B and shown on the diagram included as Appendix C should be undertaken by the City for the benefit of the property within the PID.

B. Description of Estimated Costs of Major Improvements

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the Equivalent Units as calculated and shown in Appendix D using the planned lot types and anticipated number of lots.

The Major Improvements include the City Contributed Major Improvements. The estimated costs of the Major Improvements (excluding the City Contributed Major Improvements) are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The roadway portion of the Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks and retaining walls. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements will be constructed according to City standards.

Water Distribution System Improvements:

The water distribution system portion of the Major Improvements includes water mains of various diameters, generally 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Major Improvements includes sanitary sewer mains of various diameters, generally 6-12 inches, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Major Improvements includes pre-development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, curb inlets, pre-cast headwalls, detention

structures and trench safety. The storm drainage collection system improvements will be constructed according to City standards.

Table III-A
Estimated Major Improvement Costs
(Excluding the City Contributed Major Improvements)

Authorized Improvements	Total Estimated Major Improvement Costs
Road improvements including right-of-way	\$10,366,268
Water distribution system improvements	\$918,591
Sanitary sewer collection system improvements	\$1,651,669
Storm sewer collection system improvements	\$1,768,948
Soft costs including PID creation, City, professional and miscellaneous soft costs	\$427,195
Total – Major Improvement Costs	\$15,132,671

City Contributed Major Improvements

The estimated costs of the City Contributed Major Improvements are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID. The total estimates for the City Contributed Major Improvements costs of \$25,685,000 and the prorated amount of \$3,730,000 of such costs allocated to the PID are provided by the City.

The water distribution system portion of the City Contributed Major Improvements based on the water models will include a combination of trunk main of various diameters, generally 12-inch and 24-inch, that are generally PVC pipe, matching gate valves, fire hydrants, a possible booster pump station, and associated water main appurtenances. The water distribution system improvements will be constructed according to City standards.

The wastewater system portion of the City Contributed Major Improvements based on waste water system models will include a combination of sanitary sewer trunk mains of various, generally 18-24 inches in diameter, that are generally PVC pipe, a lift station, force mains, manholes and other sewer main appurtenances. The wastewater system improvements will be constructed according to City standards.

Table III-B
Estimated City Contributed Major Improvements

Authorized Improvements	Total Estimated City Contributed Major Improvements Costs	Prorated share benefiting the PID Property
Water distribution system improvements	\$11,185,000	\$1,595,538
Sewer collection system improvements	\$11,238,300	\$1,603,141
Contingency and other costs	\$3,261,700	\$531,321
Total – City Contributed Major Improvements	\$25,685,000	\$3,730,000

The costs shown in Tables III-A and III-B are current estimates and may be revised in Annual Service Plan Updates.

C. Description of Estimated Costs of Phase #1 Improvements

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The costs of the Phase #1 Improvements are shown in Table III-C. The costs shown in Table III-C are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, removal of existing curb, sidewalks, retaining walls, signage and traffic control devices. The Phase #1 roadway improvements include an allocable share of perimeter road improvements. The Phase #1 roadway improvements will be constructed according to City standards.

Water Distribution System Improvements:

The water distribution system portion of the Phase #1 Improvements include 12-inch PVC waterlines, 6-inch and 12-inch gate valves and boxes, fire hydrants, and tapping sleeves. The Phase #1 water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #1 Improvements includes 8-inch PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #1 sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and

drainage structures, various size R.C.Ps, curb inlets, pre-cast headwalls, detention structures and trench safety. The Phase #1 storm drainage collection system improvements will be constructed according to City standards.

Table III-C

Estimated Phase #1 Improvement Costs

Authorized Improvements	Total Estimated Phase #1 Improvement Costs
Road improvements	\$3,088,351
Water distribution system improvements	\$914,569
Sanitary sewer collection system improvements	\$780,469
Storm sewer collection system improvements	\$1,142,382
Soft costs including PID creation, City, professional and miscellaneous soft costs	\$432,000
Subtotal – Estimated Phase #1 Improvement Costs	\$6,357,771
Add: Proportional share of estimated Major Improvement Costs (excluding City Contributed Major Improvements) ¹	\$2,839,556
Total Estimated Phase #1 Improvement Costs (excluding City Contributed Major Improvements)	\$9,197,327

¹ See Section V(C) for allocation of Major Improvement costs to Phase #1.

Additional details of the Phase #1 Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V (C).

D. Description of Estimated Costs of Phase #2 Improvements

The Phase #2 Improvements descriptions are presented below as provided by the project engineer. The costs of the Phase #2 Improvements are shown in Table III-D. The costs shown in Table III-D are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The roadway portion of the Phase #2 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks, signage and traffic control devices. The Phase #2 roadway improvements will be constructed according to City standards.

Water Distribution System Improvements:

The water distribution system portion of the Phase #2 Improvements include 8-inch PVC waterlines, 6-inch and 8-inch gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #2 water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #2 Improvements includes 8-inch PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #2 sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #2 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.Ps, curb inlets, pre-cast headwalls, detention structures and trench safety. The Phase #2 storm drainage collection system improvements will be constructed according to City standards.

Table III-D
Estimated Phase #2 Improvement Costs

Authorized Improvements	Total Estimated Phase #2 Improvement Costs
Road improvements	\$ 2,463,000
Water distribution system improvements	\$ 796,000
Sanitary sewer collection system improvements	\$ 800,000
Storm sewer collection system improvements	\$ 967,000
Soft costs including City, professional and miscellaneous soft costs	\$ 274,000
Total Estimated Phase #2 Improvement Costs (excluding Major Improvements and City Contributed Major Improvements)	\$ 5,300,000

Additional details of the Phase #2 Improvements are shown in Appendix B attached to this Service and Assessment Plan. The costs of the Major Improvements and the City Contributed Major Improvements applicable to Phase #2 have already been accounted for as part of the Phase #2 - 9 Major Improvement Area. As a result, there are no prorata amounts of the costs of the Major Improvements and the City Contributed Major Improvements to be included as part of Phase #2 Improvements and shown in Table III-D.

The costs shown in Tables III-A, III-B, III-C and III-D are estimates and may be revised in Annual Service Plan Updates. The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

E. Future Phase Authorized Improvements

As Phases are developed, additional Phased Bonds will be issued to finance Authorized Improvements for each Future Phase. As Phased PID Bonds are issued for each Future Phase, this Service and Assessment Plan will be updated to identify the specific Authorized Improvements financed by such Phased PID Bonds that benefit each Phase (e.g., a Table III-E will be added to show the estimated costs for Phase 3 Authorized Improvements, etc.).

Section IV SERVICE PLAN

A. Sources and Uses of Funds

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 12 months to construct the Major Improvements to be financed with the Phases #2 – 9 Major Improvement Bonds and approximately 12 months for the Phase #1 Improvements to be constructed. It is anticipated that it will take approximately 12 months to construct Phase #2 Improvements to be constructed. At some point after all or a portion of the Major Improvements, Phase #1 Improvements and Phase #2 Improvements are constructed, Phase #3 will begin development. After Phase #3 is developed, it is anticipated that Phase #4 will begin development, and so on, with each Future Phase to be subsequently developed corresponding to the updates to this Service and Assessment Plan related to that development.

The estimated Actual Costs for Major Improvements and Phase #1 Improvements plus costs related to the issuance of the Bonds, in one or more series, for the Major Improvements and Phase #1 Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is \$32,777,224 as shown in Table IV-A-1. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Table IV-A-1 summarizes the sources and uses of funds required to construct the Major Improvements (excluding the City Contributed Major Improvements) to be financed with the Phases #2 – 9 Major Improvement Bonds and Phase #1 Improvements, the City Contributed Major Improvements to be financed with the sum of the Annual Installment Allocable to the City Contributed Major Improvements as offset by applicable credits, the Phase #1 Improvements to be financed with the Phase #1 Bonds, establish the PID, and issue the Phase #1 PID Bonds and the Phases #2 – 9 Major Improvement Bonds. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

Table IV-A-2 summarizes the sources and uses of funds required to construct the Phase #2 Improvements to be financed with the Phase #2 Assessment Revenues. The sources and uses of funds shown in Table IV-A-2 shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

As Future Phases are developed in connection with the issuance of Phased PID Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-A-3 will be included to add Phase #3, etc.).

Bonds have been issued starting in 2015 to finance the Major Improvements (excluding the City Contributed Major Improvements) and Phase #1 Improvements. The City Contributed Major Improvements will be financed by the City and the City will be reimbursed for such expenditures with the sum of each Annual Installment Allocable to the City Contributed Major Improvements as offset by applicable credits.

Table IV-A-1 shows the sources and uses of the Bonds, the Reimbursement Agreement for Future Phases Major Improvements, and the City Contributed Major Improvements.

Table IV-A-1
Estimated Sources and Uses – Major Improvement Area and Phase #1

Sources of Funds	Phases# 2-9 Major Improvement Area Bonds	Phases #2 - 9 for Future Phases Major Improvements	Phase #1 Bonds	City Contributed Major Improvements	Total
Estimated Bond par amount	\$13,150,000	\$5,000,000	\$9,000,000	\$0	\$27,150,000
City Contribution	\$0	\$0	\$0	\$3,730,000	\$3,730,000
Developer Contribution	\$0	\$0	\$1,897,224 ¹	\$0	\$1,897,224
Total Sources	\$13,150,000	\$5,000,000	\$10,897,224	\$3,730,000	\$32,777,224
Uses of Funds					
<u>Major Improvements</u>					
Road improvements	\$6,315,471	\$2,105,628	\$1,945,169	\$0	\$10,366,268
Water distribution system improvements	\$468,504	\$277,719	\$172,368	\$1,595,538	\$2,574,129
Sanitary sewer improvements	\$859,158	\$482,585	\$309,926	\$1,603,141	\$3,254,810
Storm drainage improvements	\$712,550	\$724,465	\$331,933	\$0	\$1,768,948
Other soft and miscellaneous costs	\$222,589	\$124,446	\$80,161	\$531,321	\$958,517
Subtotal	\$8,578,271	\$3,714,843	\$2,839,556	\$3,730,000	\$18,862,670
<u>Phase 1 Improvements</u>					
Road improvements	\$0	\$0	\$3,088,351	\$0	\$3,088,351
Water distribution system improvements	\$0	\$0	\$914,569	\$0	\$914,569
Sanitary sewer improvements	\$0	\$0	\$780,469	\$0	\$780,469
Storm drainage improvements	\$0	\$0	\$1,142,382	\$0	\$1,142,382
Other soft and miscellaneous costs	\$0	\$0	\$432,000	\$0	\$432,000
Subtotal	\$0	\$0	\$6,357,771	\$0	\$6,357,771
Estimated debt service reserve	\$1,073,375	\$500,000	\$727,844	\$0	\$2,301,219
Estimated capitalized interest	\$1,590,250	\$321,500	\$456,939	\$0	\$2,368,689
Estimated Bond issue costs	\$1,908,104	\$463,267	\$515,114	\$0	\$2,886,485
Total Uses	\$13,150,000	\$5,000,000	\$10,897,224	\$3,730,000	\$32,777,224

Note – 1 – The Developer contribution amount includes amount deposited for Phase #1 Bonds and Phase #1 share of future estimated Major Improvement costs. See Appendix B for details of the Phase #1 share of future estimated Major Improvement costs.

The Phase #1 Bonds shown in Table IV-A-1 were issued in 2015 and are being used to pay and/or reimburse the Developer for the costs of Phase #1 Improvements.

The Phases #2 – 9 Major Improvement Bonds shown in Table IV-A were issued in 2015. The Phases #2 – 9 Major Improvement Bonds issued in 2015 are being used to pay and/or reimburse

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

the Developer for a portion of the costs of Phases #2 – 9 Major Improvements. The remaining costs of Phases #2 – 9 Future Phases Major Improvements were financed in accordance with the Reimbursement Agreement dated as of December 9, 2014 (as supplemented by an addendum dated December 13, 2016), which is anticipated to be replaced by the second series of Phases #2 - 9 Major Improvement Area Bonds and Phased PID Bonds, as applicable. The second series of Phase #2-9 Major Improvement Bonds is anticipated to be issued in 2017 or 2018 after some or all of the remaining Phase #2 - 9 Major Improvements are constructed and will be used to pay obligations under the Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phases #2 - 9 Major Improvements.

Table IV-A-2 shows the sources and uses of the Reimbursement Agreement obligation for Phase #2 Improvements.

Table IV-A-2
Estimated Sources and Uses – Phase #2 Improvements

Sources of Funds	Reimbursement Agreement for Phase #2 Improvements	Total
Estimated Bond par amount	\$5,300,000	\$5,300,000
City Contribution	\$0	\$0
Developer Contribution	\$0	\$0
Total Sources	\$5,300,000	\$5,300,000
Uses of Funds		
<u><i>Phase#2 Improvements</i></u>		
Road improvements	\$2,462,588	\$2,462,588
Water distribution system improvements	\$796,359	\$796,359
Sanitary sewer improvements	\$800,483	\$800,483
Storm drainage improvements	\$967,000	\$967,000
Other soft and miscellaneous costs	\$273,570	\$273,570
Subtotal	\$5,300,000	\$5,300,000
Estimated Bond issue costs	\$0	\$0
Total Uses	\$5,300,000	\$5,300,000

The costs of Phases #2 Improvements are anticipated to be financed through the Reimbursement Agreement. The City may elect to issue one or more series of Bonds (the “Phase #2 Bonds”) secured by the Phase #2 Assessments to finance the costs of the Phase #2 Improvements, including paying any amounts owed for the Phase #2 Improvements under the Reimbursement Agreement. It is anticipated that in 2018 or 2019 after some or all of the Phase #2 Improvements are constructed, the City may consider issuing such Phase #2 Bonds and pay obligations under the Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #2 Improvements.

As Future Phases are developed, additional Bonds are anticipated to be issued for each new future phase improvements. Phase #2 Bonds will be issued to finance the Authorized Improvements required for Phase #2 and Phase #3 Bonds will be issued to finance the Authorized Improvements required for Phase #3 as each future phase is developed. Each Future Phase Bond may also be issued in one or more series of Bonds. The projected chronology of the Bonds anticipated to be issued for the first three phases is presented below. This chronology will be updated in the Annual Service Plan Updates as development begins for each Future Phase.

Series 2015 - Phase #1 Bonds to finance (i) the pro-rata costs of the Major Improvements (excluding the City Contributed Major Improvements) allocable to Phase #1 and, (ii) a portion of the Authorized Improvements that benefit only Phase #1.

Phases #2 - 9 Major Improvement Bonds to finance the pro-rata costs of the Major Improvements (excluding the City Contributed Major Improvements) allocable to Phases #2 - 9 that benefit only Phases #2 - 9. It is possible the balance will be funded by a subsequent 'B' financing for the Phases #2 - 9 Major Improvements once the development within Phases #2 - 9 is commenced.

Series _____ Phase #2A Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #2 and the remaining pro-rata costs of the Major Improvements allocable to Phases #2 - 9. It is possible that this and the subsequent 'A' financings for each phase will only be able to fund a part of the internal public infrastructure [to maintain a prudent value to lien ("VtL")] and the balance of the Phases #2 - 9 Major Improvements, instead of being financed by the "A" financing, will be funded by a subsequent 'B' financing once the development within Phases #2 - 9 is commenced.

Series _____ Phase #3A Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #3, and

Phase #2B parity bonds to complete the Developer reimbursements for the internal subdivision Authorized Improvements within Phase #2.

Series _____ Phase #3B parity bonds to fund the Developer reimbursements for the internal subdivision Authorized Improvements within Phase #3. The Bonds for the remaining Phases will be issued as the development progresses and the estimated timeline may be updated in subsequent Annual Service Plan Updates.

The annual projected costs and annual projected indebtedness is shown by Table IV-B. The annual projected costs and indebtedness are subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Costs	Annual Projected Indebtedness	Developer Contribution
2014	\$295,000	\$295,000	\$0
2015	\$25,464,069	\$24,425,000	\$1,039,069
2016	\$6,460,000	\$6,460,000	\$0
2017	\$0	\$0	\$0
2018	\$5,858,155	\$5,000,000	\$858,155
Total	\$38,077,224	\$36,180,000	\$1,897,224

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Major Improvements (excluding the City Contributed Major Improvements) shown in Table III-A, the Phase #1 Improvements shown in Table III-B, the Phase #2 Improvements shown in Table III-C, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer. As Future Phases are developed, in association with issuing Phased PID Bonds, this Table IV-B will be updated to identify the Authorized Improvements to be financed by each new series of the Phased PID Bonds and the projected indebtedness resulting from each additional series of the Phased PID Bonds.

Section V ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds and the Phases #2 – 9 Major Improvement Bonds to be issued in 2015, subsequent financings are to be issued over the upcoming decade as the nine subsequent phases (Phases #2, #3, etc.) of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of Bonds will maintain a prudent VtL within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific portion of Authorized Improvements within a Phase may not fund all of the necessary Authorized Improvements because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements can be reimbursed by a subsequent parity lien bond financing, secured by the same special assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvements and Phase #1 Improvements shall be allocated as described below:

1. The Major Improvement and Phase #1 Improvement costs shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken in to consideration: (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the improvements.
3. The Assessed Property is classified into different Lot Types as described in Appendix D based on the type and size of proposed development on each Parcel.
4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.
5. The Major Improvement costs are proportionally allocated to the Phases #2 – 9 Assessed Property and the Phase #1 Assessed Property based on the ratio of total Equivalent Units estimated for the Phases #2 – 9 Assessed Property and the Phase #1 Assessed Property.
6. The Phases #2 – 9 Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Phases #2 – 9 Assessed Property based on the total Equivalent Units estimated for each Parcel.
7. The Phase #1 Improvement costs (including Phase #1 Assessed Property's proportional share of the costs of the Major Improvements) are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units estimated for each Parcel.
8. The Phase #2 Improvement Costs are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements (excluding City Contributed Major Improvements) and Phase #1 Improvements. The Annual Installment Allocable to the City Contributed Major Improvements are allocated to the Phase #1 Assessed Property and the Phases #2 – 9 Assessed Property in the same manner using the allocation percentages calculated in Table V-A, as presented in Appendix E.

At this time it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from internal subdivision Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds. Therefore, at this time Parcels will only be assessed for the special benefits conferred upon the Parcel because of the Major Improvements and Phase #1 Improvements.

In connection with the issuance of Phased PID Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently: (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements, Phase #1 Improvements, and the Phase #2 Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Phases #2 – 9 Assessed Property, and the Phase #2 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements, Phase #1 Improvements, and the Phase #2 Improvements, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the Act. These improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The public improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the public improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve; (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Assessments result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The property owner has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the property owner is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the Assessed Property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Costs to Assessed Property

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of estimated costs for each Major Improvement

(excluding the City Contributed Major Improvements). The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 335 residential units. As shown in Appendix D, the total Equivalent Units for Phase #1 is recalculated as 210.80. Phases #2 – 9 are projected to contain 1,437 residential units resulting in a total of 888.39 Equivalent Units as shown in Appendix D. The Total projected Equivalent Units in the PID is, therefore, calculated to be 1,099.19 (i.e., $210.80 + 888.39 = 1,099.19$). As a result, 19.18 percent of the estimated costs of Major Improvements (i.e., $210.80 \div 1,099.19 = 18.76\%$) are allocated to the Phase #1 Assessed Property and 81.24 percent of the estimated costs Major Improvements (i.e., $888.39 \div 1,099.19 = 81.24\%$) are allocated to the Phases #2 – 9 Assessed Property. The Phases #2 – 9 Major Improvement Bonds will fund the proportionate share of the estimated costs of the Major Improvements (excluding the City Contributed Major Improvements) allocated to Phases #2 – 9; and, Phase #1 Bonds will fund Phase #1's proportionate share of the estimated costs of the Major Improvements (excluding the City Contributed Major Improvements).

Table V-A
Allocation of Major Improvement Costs
(excluding City Contributed Major Improvements)

Major Improvement Estimated Costs	
Authorized Improvement	Estimated Costs
Road Improvements	\$10,366,268
Water Improvements	\$918,591
Sanitary Sewer Improvements	\$1,651,669
Storm Drainage Improvements	\$1,768,948
Other soft and miscellaneous costs	\$427,195
Total Major Improvements	\$15,132,671
Phase #1	
Projected total Equivalent Units ¹	210.80
% of total Equivalent units	19.18%
Proportionate Share of Costs	\$2,902,107
Phases #2 – 9	
Projected total Equivalent Units	888.39
% of total Equivalent units	80.82%
Proportionate Share of Costs	\$12,230,564
Notes: 1 - See Appendix D for the detailed recalculation of Equivalent Units	

Phase #2 is projected to contain 360 residential units. As shown in Appendix D, the total Equivalent Units for Phase #2 is calculated as 214.67. Phases #2 – 9 are projected to contain 1,437 residential units resulting in a total of 888.39 Equivalent Units as shown in Appendix D. As a result, 24.16 percent of the estimated costs of Major Improvements (i.e. $214.67 \div 888.39 = 24.16\%$) originally allocated to the Phases #2 – 9 Assessed Property are applicable to the Phase #2 Assessed Property and will be reallocated to the Phases #2 – 9 Assessed Property once separate Parcels are created for Phase #2.

D. Assessment Methodology

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Major Improvements for Phases #2 – 9

For purpose of this Service and Assessment Plan, the City Council determined that the portion of Actual Costs of the Major Improvement costs to be allocated to Phases #2 – 9 shall be allocated to the Phases #2 – 9 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types, number and average home value of Lots anticipated to be developed on each Parcel. Having taken into consideration the matters described under Sections V (A) and (B) above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the Lot Types. These classifications (from Lot Type 1 (One-acre Lots) representing the highest residential value to Lot Type 6 (50 Ft Lot) representing the lowest value. Assessments are allocated to each land use class on the basis of the average value for each Lot Type. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each Lot Type, setting the Equivalent Unit factor for Lot Type 1 (One-acre Lots) to 1.0.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2 – 9 is shown on the Phases #2 – 9 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. *Assessment Methodology for Phase #1*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements, including the portion of the Major Improvements to be financed with the Phase #1 Bonds, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #1. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the estimates of the costs of the Phase #1 Improvements and the portion of the Major Improvements that benefit Phase #1 provided by Dowdey, Anderson and Associates, as set forth in Tables III-A and III-C, the City Council has determined that the benefit to Phase #1 property of the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot type.

3. *Assessment Methodology for Phase #2*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be

developed on each Parcel within Phase #2. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the estimates of the costs of the Phase #2 Improvements provided by Dowdey, Anderson and Associates, as set forth in Tables III-D, the City Council has determined that the benefit to Phase #2 property of the Phase #2 Improvements is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table V-B below.

Table V-B
Projected Leverage – Phase #1

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	\$165,000	\$825,000	\$46,015	3.59	17.93
Lot Type 2 (100' Lot)	0	\$145,000	\$725,000	\$40,493	3.58	17.90
Lot Type 3 (86' Lot)	48	\$137,600	\$688,000	\$38,192	3.60	18.01
Lot Type 4 (74' Lot)	56	\$118,400	\$592,000	\$33,131	3.57	17.87
Lot Type 5 (60' Lot)	104	\$96,000	\$480,000	\$26,689	3.60	17.99
Lot Type 6 (50' Lot)	109	\$80,000	\$400,000	\$22,087	3.62	18.11
Total	335					

The projected tax rate equivalent per unit calculated based on the estimated finished lot values

and home values for each Lot Type in Phase #1 is shown in Table V-C below.

Table V-C
Estimated Tax Rate Equivalent per unit – Phase #1

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (One-acre Lot)	18	\$165,000	\$825,000	\$4,042	\$2.45	\$0.49
Lot Type 2 (100' Lot)	0	\$145,000	\$725,000	\$3,552	\$2.45	\$0.49
Lot Type 3 (86' Lot)	48	\$137,600	\$688,000	\$3,371	\$2.45	\$0.49
Lot Type 4 (74' Lot)	56	\$118,400	\$592,000	\$2,900	\$2.45	\$0.49
Lot Type 5 (60' Lot)	104	\$96,000	\$480,000	\$2,352	\$2.45	\$0.49
Lot Type 6 (50' Lot)	109	\$80,000	\$400,000	\$1,960	\$2.45	\$0.49
Total	335					

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type in Phase #2 is shown in Table V-D below.

Table V-D
Projected Leverage – Phase #2

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit¹	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	0	\$165,000	\$825,000	\$48,530	3.40	17.00
Lot Type 2 (100' Lot)	4	\$145,000	\$725,000	\$42,706	3.40	16.98
Lot Type 3 (86' Lot)	49	\$137,600	\$688,000	\$40,280	3.42	17.08
Lot Type 4 (74' Lot)	68	\$118,400	\$592,000	\$34,942	3.39	16.94
Lot Type 5 (60' Lot)	68	\$96,000	\$480,000	\$28,147	3.41	17.05
Lot Type 6 (50' Lot)	171	\$80,000	\$400,000	\$23,294	3.44	17.17
Total	360					

1 – The Assessment per unit amounts shown represent the combined Phases #2-9 Major Improvement Assessments applicable to Phase #2 and the Phase #2 Assessments related to the Phase #2 Improvements.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type in Phase #2 is shown in Table V-E below.

Table V-E
Estimated Tax Rate Equivalent per unit – Phase #2

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (One-acre Lot)	0	\$165,000	\$825,000	\$4,117	\$2.50	\$0.50
Lot Type 2 (100' Lot)	4	\$145,000	\$725,000	\$3,618	\$2.50	\$0.50
Lot Type 3 (86' Lot)	49	\$137,600	\$688,000	\$3,433	\$2.50	\$0.50
Lot Type 4 (74' Lot)	68	\$118,400	\$592,000	\$2,954	\$2.50	\$0.50
Lot Type 5 (60' Lot)	68	\$96,000	\$480,000	\$2,395	\$2.50	\$0.50
Lot Type 6 (50' Lot)	171	\$80,000	\$400,000	\$1,996	\$2.50	\$0.50
Total	360					

1 – The average Annual Installment per unit amounts shown represent the combined Phases #2-9 Major Improvement Annual Installments applicable to Phase #2 and the Phase #2 Assessments related to the Phase #2 Improvements.

The Assessment and Annual Installments related to the Phase #2 Improvements for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot type.

4. *Assessment Methodology for Future Phases*

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. Assessments

The Assessments for the Phases #2 – 9 Major Improvement Bonds and the City Contributed Major Improvements, the Phase #1 Bonds, and the obligations under the Reimbursement Agreement will be levied on each Parcel according to the Phases #2 – 9 Major Improvement Assessment Roll, the Phase #1 Assessment Roll and the Phase #2 Assessment Roll, attached hereto as Appendix F, Appendix G and Appendix H, respectively. The Annual Installments for the Phases #2 – 9 Major Improvement Bonds, the Phase #1 Bonds, the City Contributed Major Improvements and the obligations under the Reimbursement Agreement will be collected at the time and in the amounts shown on the Phases #2 – 9 Major Improvement Assessment Roll, the Phase #1 Assessment Roll and the Phase #2 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

F. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. Prepayment Reserve

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds (the “Additional Interest Component”), with up to 0.20% (the “Prepayment Component”) allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Bonds are prepaid and up to 0.30% (the “Delinquency Component”) allocated to fund a Delinquency Reserve account as described below. The Prepayment Reserve Component shall be deposited to a Prepayment Reserve until it reaches 1.50% of the outstanding Bonds as stipulated in the Bond documents. Once the Prepayment Reserve is funded in full, the Prepayment Component will continue to be collected and the Prepayment Component shall be deposited in a Delinquent Reserve account as described in H below.

H. Delinquency Reserve

The City has allocated the Delinquency Component of the Annual Installments to offset any possible delinquent payments. The Delinquency Reserve shall be funded up to 4% of the outstanding Bonds. Once the Delinquent Reserve has reached such level, the Delinquency Component may not continue to be collected. The City may allocate a portion of the Additional Interest Component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or reduce the Assessments, as determined by the City Council.

I. City Contributed Grant Amount

The City will offset the cost of the City Contributed Major Improvements, as estimated in Table III-B, that is included in the Annual Installments as the Annual Installment Allocable to the City Contributed Major Improvements using an amount of unencumbered and lawfully available funds equal to the cash balance of ad valorem tax revenues collected from all Parcels in the PID and the Parks PID for the previous year. Such offset or credit will first be applied on a Parcel-by-Parcel basis. Then, for multiple parcels owned by a single developer or ownership group, excess collections will be pooled and applied on a pro-rata basis to each Annual Installment Allocable to the City Contributed Major Improvements that has not been reduced to zero from the Parcel-by-Parcel offset or credit.

If in a consecutive two-year period the ad valorem taxes collected on all Parcels within the PID and all parcels within the Parks PID in each year of such consecutive two-year period equals or exceeds one hundred fifty percent (150%) of the Annual Installment Allocable to the City Contributed Major Improvements based on a confirming audit, then the Annual Installment Allocable to the City Contributed Major Improvements will be permanently reduced to zero.

Section VI TERMS OF THE ASSESSMENTS

A. Amount of Assessments and Annual Installments for Parcels Located within Phases #2 – 9

The Assessment and Annual Installments for each Assessed Property located within Phases #2 – 9 are shown on the Phases #2 – 9 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phases #2 – 9 Major Improvement Bonds, to fund the prepayment reserve and delinquency reserve described in Section V, to cover Administrative Expenses of Phases #2 – 9.

B.1 Amount of Assessments and Annual Installments for Parcels Located Within Phase #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #1 Bonds and Phase #1's share of the Annual Installment Allocable to the City Contributed Major Improvements, to fund the Prepayment Component and Delinquency Component described in Section V, and to cover Administrative Expenses of Phase #1.

B.2 Amount of Assessments and Annual Installments for Parcels Located Within Phase #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the obligations under the Reimbursement Agreement for the Phase #2 Improvements and to cover Administrative Expenses of Phase #2.

C. Amount of Assessments and Annual Installments Reduced by City Contributed Grant Amount

The Annual Installment for each Parcel shall be calculated by taking into consideration any credit to the Annual Installment Allocable to the City Contributed Major Improvements owed to a Parcel for a particular year representing the annual City Contributed Grant Amount applied first on a Parcel-by-Parcel basis then for multiple parcels owned by a single developer or ownership group pooled on a pro-rata basis. The annual City Contributed Grant Amount shall be calculated as follows:

- 1) If the aggregate annual City Contributed Grant Amount available to offset the Annual Installment Allocable to the City Contributed Major Improvements is equal to or greater than the Annual Installment Allocable to the City Contributed Major Improvements, the net Annual Installment Allocable to the City Contributed Major Improvements amount to

be included as part of the total Annual Installments for the year shall be reduced to zero and no Annual Installment Allocable to the City Contributed Major Improvements shall be included as part of the Annual Installments to be collected from each Parcel. Such offset or credit will first be applied on a Parcel-by-Parcel basis then excess collections will be pooled and applied on a pro-rata basis to each Annual Installment Allocable to the City Contributed Major Improvements that has not been reduced to zero from the Parcel-by-Parcel offset or credit. The pooled City Contributed Grant Amount will be allocated on a pro-rata basis amongst multiple parcels owned by a single developer or ownership group of property within the PID with any one owner's share of the pooled amount calculated as a fraction the numerator of which is that owner's Annual Installment Allocable to the City Contributed Major Improvements and the denominator of which is the aggregate amount of all Annual Installments Allocable to the City Contributed Major Improvements not reduced to zero by the Parcel-by-Parcel credit.

- 2) If the aggregate annual City Contributed Grant Amount available to offset the Annual Installment Allocable to the City Contributed Major Improvements is less than the Annual Installment Allocable to the City Contributed Major Improvements, the annual City Contributed Grant Amount to be applied as a credit to each Parcel will be calculated based on the amount of City ad-valorem taxes generated by each Parcel. The net Annual Installment Allocable to the City Contributed Major Improvements amount to be included as part of the total Annual Installments for the year shall be allocated to each Parcel based on the actual amount of City ad-valorem taxes generated by each Parcel.

D. Amount of Assessments and Annual Installments for Parcels Located Within Future Phases

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase 2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

E. Reallocation of Assessments

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated 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 Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of 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 units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount and related Prepayment Costs by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

F. Mandatory Prepayment of Assessments

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. The payments required in F.1 or described in E shall be treated the same as any Assessment that is due and owing under the Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

G. Reduction of Assessments

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit

received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the Bonds is equal to the outstanding principal amount of the Bonds.

H. Payment of Assessments

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner responsible to pay an Assessment, the Assessment on any Parcel plus Prepayment Costs related thereto may be paid in part [in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator and approved by the City]. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, Administrative Expenses and other authorized charges in installments.

An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Component and Delinquency Component. Payment of the Annual Installments shall commence with tax bills mailed in the tax year after the initial issuance of Bonds.

Each Assessment is composed of the City Improvement Portion and the PID Bond Portion. The PID Bond Portion shall be paid with interest at the rate of the actual interest rate paid on the Bonds plus the Additional Interest Component. The City Improvement Portion shall be paid with interest at the rates of 3.92%, 4.45% and 4.88%.

The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel consisting of (i) the annual portion allocable to the PID Bond Portion for the Phase #1 Bonds for each Parcel and the Additional Interest Component, (ii) the Annual Installment Allocable to the City Contributed Major Improvements for each Parcel, and (iii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments for Phase #1 may not exceed the amounts shown on the Phase #1 Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix G.

The Phases #2 – 9 Major Improvement Assessment Roll sets forth for each year the Annual Installments relating to the Phases #2 – 9 Major Improvements consisting of (i) the annual portion allocable to the PID Bond Portion for the Phases #2 – 9 Major Improvement Bonds, the obligations under the Reimbursement Agreement for the Phases #2-9 Improvements for each Parcel and the Additional Interest Component, (ii) the Annual Installment Allocable to the City Contributed Major Improvements, and (iii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments for #2 – 9 Major Improvements may not exceed the amounts shown on the Phase #2 – 9 Major Improvement Assessment Roll. The Phase #2 – 9 Major Improvement Assessment Roll is shown as Appendix F.

The Phase #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel consisting of (i) the annual portion allocable to the obligations under the Reimbursement Agreement for the Phase #2 Improvements for each Parcel, and (ii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments for Phase #2 may not exceed the amounts shown on the Phase #2 Assessment Roll. The Phase #2 Assessment Roll is shown as Appendix H.

The Annual Installments shown on the Phase #1 Assessment Roll and the Phases #2 – 9 Major Improvement Assessment Roll shall be reduced to equal the actual costs of repaying the Phase #1 Bonds and the Phases #2 – 9 Major Improvement Bonds, respectively, the Additional Interest Component and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Annual Installments shall be further reduced by any offset or credit of applicable City Contributed Grant Amount. The Annual Installments shown on the Phase #2 Assessment Roll shall be reduced to equal the actual costs of repaying the obligations under the Reimbursement Agreement for the Phase #2 Improvements and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City may adopt additional Assessment Rolls relating to additional Authorized Improvements within the PID and the issuance of additional Phased PID Bonds as provided in Section VII.C hereof.

I. Collection of Annual Installments

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a Prepayment Reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes, as applicable, and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

The collection of the first Annual Installment for a Phase #2 Lot or Phase #2 Parcel shall commence upon: (A) satisfaction of the requirements of Section 13.2(c) of the Trust Indenture relating to the Phases #2 – 9 Major Improvement Bonds relating to the issuance of additional obligations, and (B) the earlier of: (i) the 1st day of the first full month immediately following the recording of the final plat for that Lot or Parcel in the official public records of Collin County, Texas, (ii) the issuance of one or more Phase #2 Bonds, or (iii) the two year anniversary of the levy of Assessments on the Phase #2 Assessed Property. Such first Annual Installment for a Phase #2 Lot or Phase #2 Parcel shall be due by January 31st of the following calendar year.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Section VII THE ASSESSMENT ROLL

A. Phase #2 – 9 Major Improvement Assessment Roll

Each Parcel within Phases #2 – 9 has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the Assessed Property within each Parcel.

Phases #2 – 9 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Major Improvements. Table IV-A summarizes the \$32,777,224 in special benefit received by all Parcels in the PID from the Major Improvements (excluding the City Contributed Major Improvements), the City Contributed Major Improvements, the Phase #1 Improvements and the costs of the PID formation, and issuance costs for the proposed Phases #2 – 9 Major Improvement Bonds, the Reimbursement Agreement and the Phase #1 Bonds. The proportional amount of benefits received by the Phases #2 – 9 Assessed Property from the Phases #2 – 9 Major Improvement Bonds, the Reimbursement Agreement and the City Contributed Major Improvements is calculated as \$21,180,087 [$\$13,150,000 + \$5,000,000 + (\$3,730,000 \times 81.24\%) = \$21,180,087$]. As shown in Appendix E, the amount of Phases #2 – 9 Major Improvement Bonds, the Reimbursement Agreement and the prorata share of the City Contributed Major Improvements is \$21,180,087, which is equal to the benefit received by Phases #2 – 9 Major Improvement Assessed Property, and as such the total Assessment for all Assessed Property within Phases #2 – 9 is \$21,180,087 plus annual Administrative Expenses. The Assessment for each Parcel of Assessed Property within the Phases #2 – 9 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2 – 9 Major Improvement Assessment Roll is attached hereto as Appendix F.

B. Phase #1 Assessment Roll

Phase #1 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #1 Improvements that benefit Phase #1, which include a proportionate share of the Major Improvements allocable to Phase #1. Table IV-A-1 summarizes the \$11,597,137 [$\$10,897,224 + (\$3,730,000 \times 18.76\%) = \$11,597,137$] in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements that benefit Phase #1, including the proportionate share of the Major Improvements allocable to Phase #1, the pro rata costs of the PID formation, and Bond issuance costs. As shown in Appendix E, the amount of Phase #1 Bonds is \$9,000,000 and Phase #1's share of the City Contributed Major Improvements is \$699,913, the total amount of \$9,699,913 which is less than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 is \$9,699,913 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix G.

C. Phase #2 Assessment Roll

Phase #2 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #2 Improvements that benefit Phase #2. Table IV-A-2 summarizes the \$5,300,000 in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements that benefit Phase #2. As shown in Appendix E, the amount of the obligation under the Reimbursement Agreement for the Phase #2 Improvements is \$5,300,000 which is equal to the benefit received by Phase #2 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #2 is \$5,300,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #2 will be calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #2 Assessment Roll is attached hereto as Appendix H.

D. Future Phase Assessment Roll

As Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #3, etc.).

E. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2 – 9 Major Improvement Assessment Roll, the Phase #1 Assessment Roll and the Phase #2 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); (iv) the credits or offsets of the City Contributed Grant Amount applied on a Parcel-by-Parcel basis as described herein; (v) the application of the pooled credits or offsets of the City Contributed Grant Amount on a pro-rata basis; and (iv) payments of the Assessment, if any, as provided by Section VI.H of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds. For so long as the Phase #1 Bonds or the Phases #2 - 9 Major Improvement Bonds are outstanding and if available from the Central Appraisal District of Collin County, any Annual Service Plan Update shall include the total certified assessed value of the Phase #1 Assessed Property and the Phases #2 - 9 Assessed Property for the latest tax year.

Section VIII MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. Termination of Assessments

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. Amendments

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

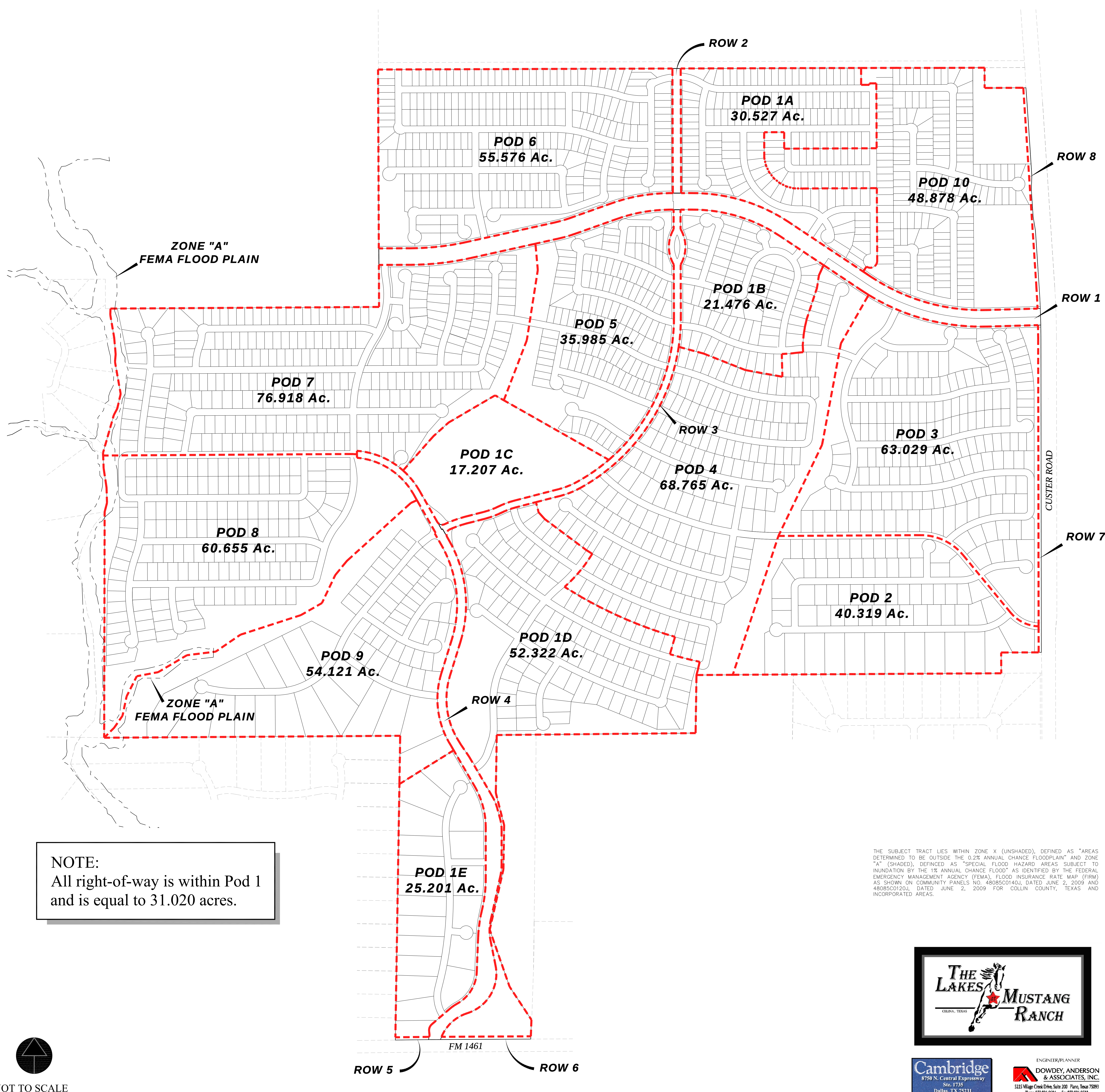
E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

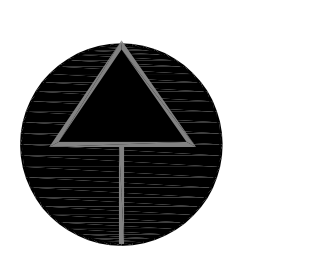
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

Appendix A

The PID MAP

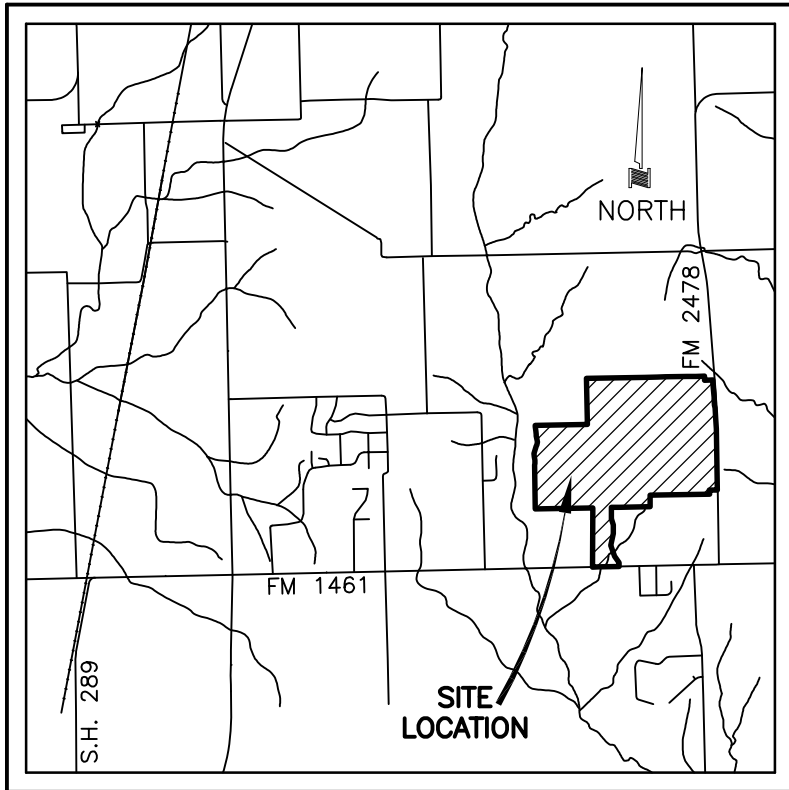


THE SUBJECT TRACT LIES WITHIN ZONE X (UNSHADED), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AND ZONE "A" (SHADED), DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD" AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) AS SHOWN ON COMMUNITY PANELS NO. 48085C0140J, DATED JUNE 2, 2009 AND 48085C0120J, DATED JUNE 2, 2009 FOR COLLIN COUNTY, TEXAS AND INCORPORATED AREAS.

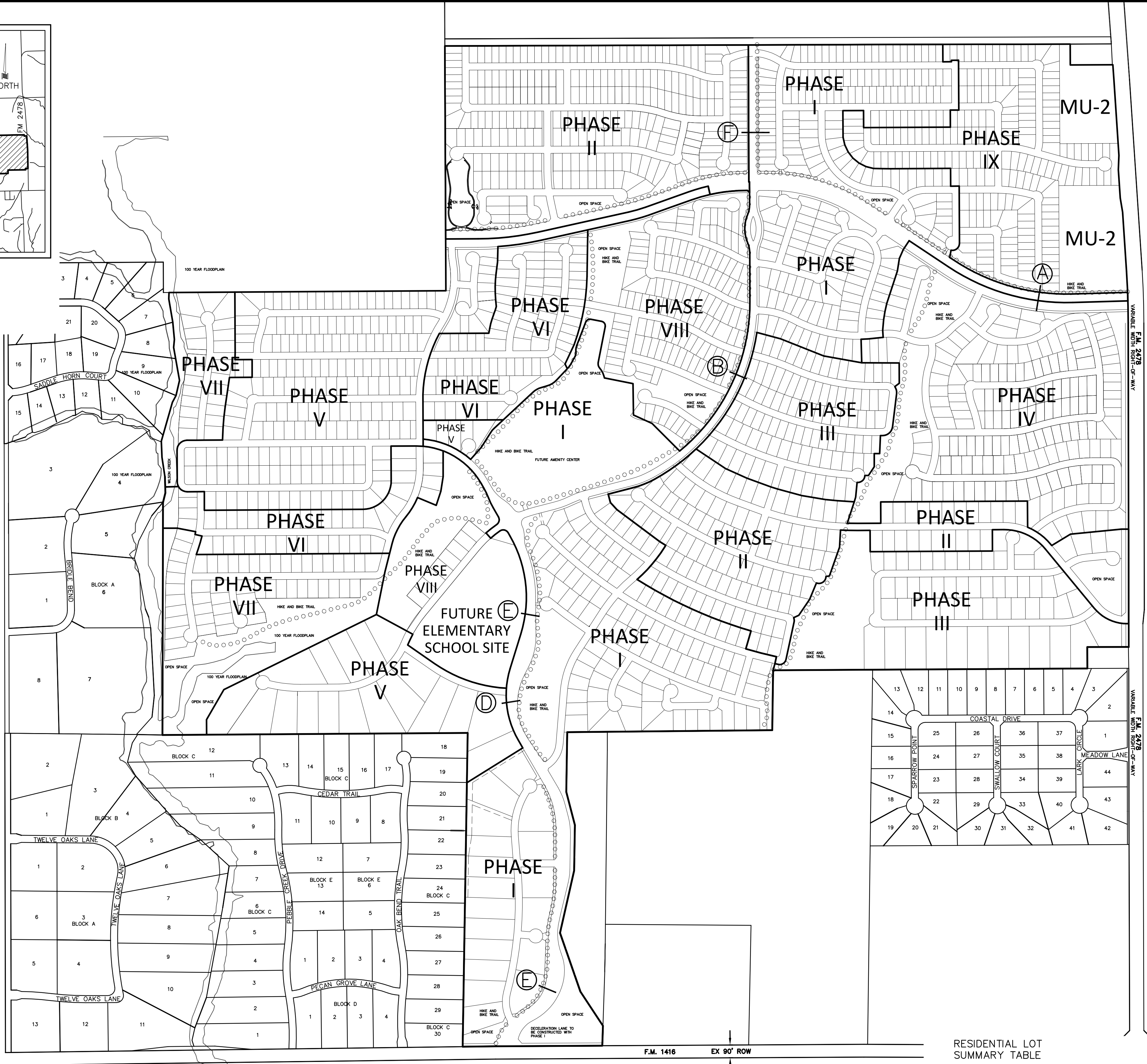


NOT TO SCALE

Attachment: Celina Mustang Lakes Phase 2 SAP Ordinance
SAP-updated for Phase 2-V2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)



LOCATION MAP
NOT TO SCALE



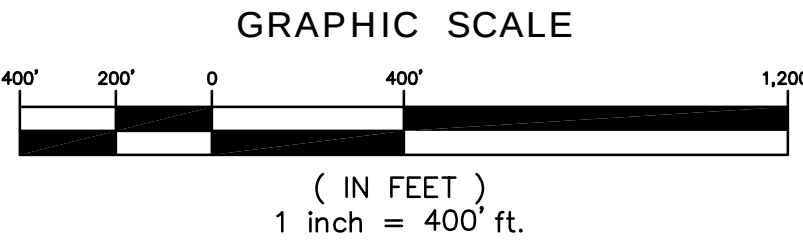
F.M. 1416 EX 90' ROW

RESIDENTIAL LOT
SUMMARY TABLE

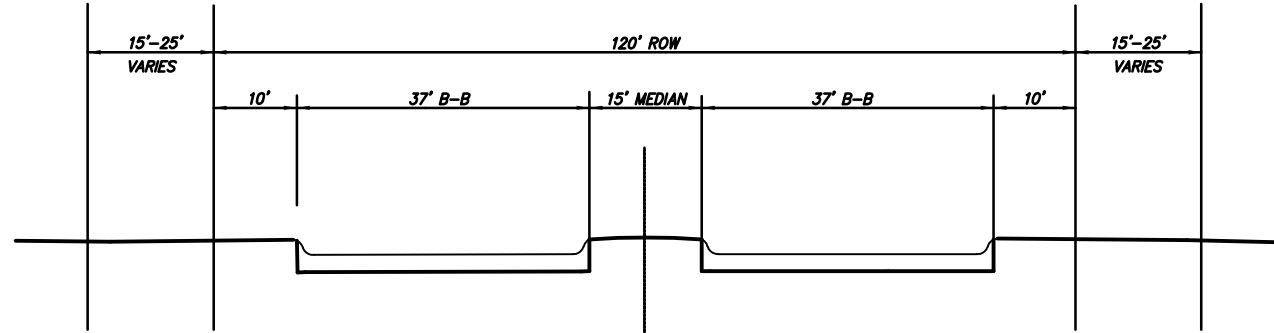
LOT TYPE	PHASE									LOT TYPE SUMMARY
	1	2	3	4	5	6	7	8	9	
50'	109	171	0	0	0	0	0	127	183	590
60'	104	68	69	86	95	66	2	0	5	495
74'	56	68	29	72	104	52	77	0	0	458
86'	48	49	30	13	5	10	0	8	0	163
1/3 AC.	0	4	14	0	0	0	0	0	0	18
1 AC.	18	0	12	0	18	0	0	0	0	48
TH'S	0	0	0	0	0	0	0	0	0	0

SUMMARY BY PHASE	335	360	154	171	222	128	79	135	188	1772
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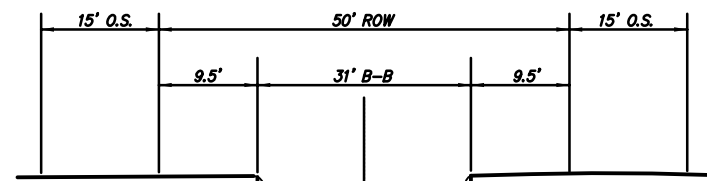
- GENERAL NOTES:
- 1) THIS PLAN IS CONCEPTUAL. MAXIMUM LOTS ALLOWED IS 1,950.
 - 2) ALL INTERSECTIONS SHALL BE WITHIN 5' OF 90°.
 - 3) CUSTER R.O.W. SHALL BE 140' WITH A 10' FLARE AT INTERSECTIONS.
 - 4) FM 1461/FRONTIER PARKWAY ROW SHALL BE 120' WITH A 10' FLARE AT INTERSECTIONS.



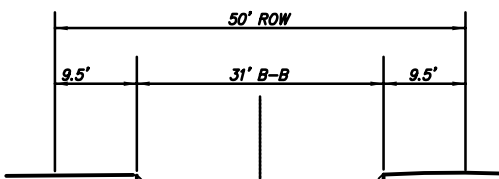
STREET CROSS SECTIONS



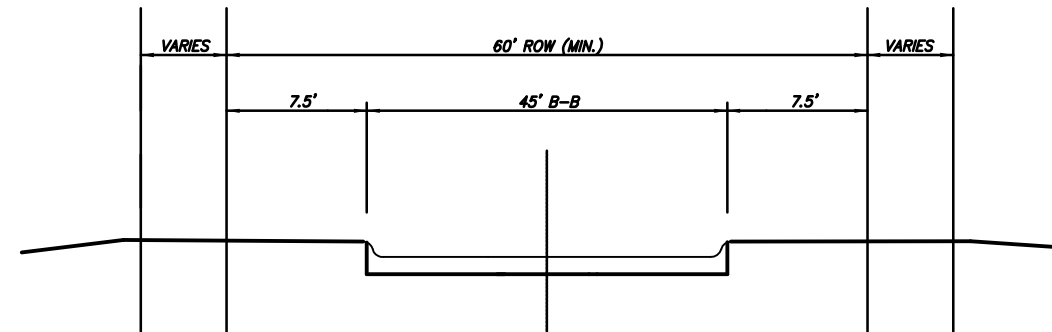
A EAST-WEST THOROUGHFARE
OR B3
N.T.S.



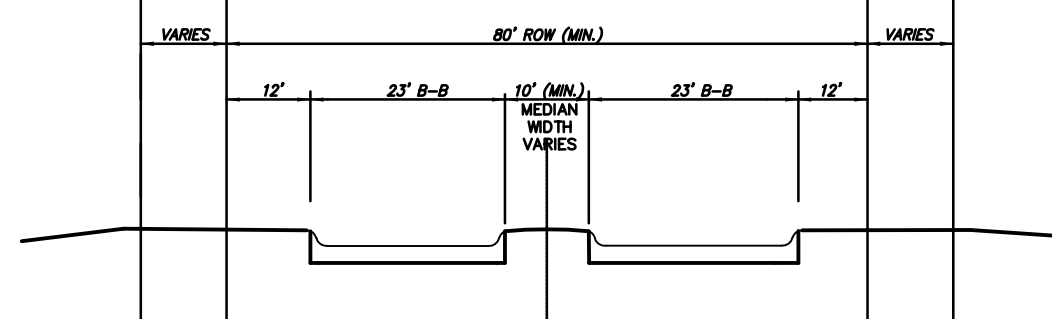
B NORTH-SOUTH THOROUGHFARE
N.T.S.



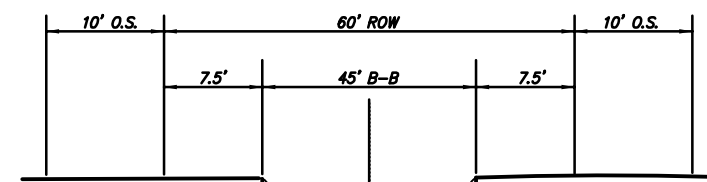
C STANDARD RESIDENTIAL STREET
N.T.S.



D NORTH-SOUTH BETWEEN THOROUGHFARE AND SOUTH ENTRY
N.T.S.



E NORTH-SOUTH SOUTHERN ENTRY
N.T.S.



F NORTH-SOUTH THOROUGHFARE
N.T.S.

GENERAL DEVELOPMENT PLAN
MUSTANG LAKES

681.999 ACRES
AN ADDITION TO THE CITY OF CELINA
COLEMAN WATSON SURVEY, ABST. 945
COLLIN COUNTY, TEXAS

JUNE 2014

SCALE: 1"=400'

OWNER: CELINA 682 PARTNERS, LP
8750 N. CENTRAL EXPRESSWAY STE. 1735
DALLAS, TEXAS 75231
214-691-2556

DEVELOPER: THE CAMBRIDGE COMPANIES, INC.
8750 N. CENTRAL EXPRESSWAY STE. 1735
DALLAS, TEXAS 75231
214-691-2556

CONTACT: MATT ALEXANDER P.E. CONTACT: MATT ALEXANDER P.E.

ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

CONTACT : CASEY ROSS, P.E.

Appendix B

ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

**THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT
CITY OF CELINA, TX**

Summary of Estimated Authorized Improvement Costs

Authorized Improvement ¹	Estimated Costs						
	Total Major Improvements to be funded	Major Improvements to be funded with Phases #2-9 Major Improvement Bonds	Major Improvements funded with Reimbursement Agreement	Offsite Utilities Improvements to be funded with Off-site Utilities Assessments	Phase #1 Improvements to be funded with Series 2015 Phase #1 Bonds	Phase #2 Improvements to be funded with Reimbursement Agreement	Estimated Future Phase Costs to be funded with Future Bonds (For information purposes only)
Road Improvements							
Excavation	\$807,909	\$385,088	\$422,821	\$0	\$185,963	\$107,325	\$612,790
paving	\$6,517,351	\$4,402,238	\$2,115,113	\$0	\$2,874,038	\$2,344,013	\$8,361,642
Retaining walls	\$141,008	\$86,940	\$54,068	\$0	\$0	\$0	\$0
Right-of-way	\$2,900,000	\$2,900,000	\$0	\$0	\$28,350	\$11,250	\$0
Subtotal - Road Improvements	\$10,366,268	\$7,774,266	\$2,592,002	\$0	\$3,088,351	\$2,462,588	\$8,974,432
Water Improvements							
Water Improvements	\$918,591	\$576,722	\$341,869	\$0	\$914,569	\$796,359	\$2,862,942
Offsites water improvements	\$0	\$0	\$0	\$1,755,092	\$0	\$1	\$0
Subtotal - Water Improvements	\$918,591	\$576,722	\$341,869	\$1,755,092	\$914,569	\$796,360	\$2,862,942
Sanitary Sewer Improvements							
Sanitary Sewer	\$1,651,669	\$1,057,613	\$594,056	\$0	\$780,469	\$800,483	\$2,132,039
Subtotal - Sanitary Improvements	\$1,651,669	\$1,057,613	\$594,056	\$0	\$780,469	\$800,483	\$2,132,039
Storm Drainage Improvements							
Storm Sewer	\$1,592,235	\$813,521	\$778,714	\$0	\$930,713	\$856,862	\$2,766,005
Erosion Control	\$176,713	\$63,619	\$113,094	\$0	\$211,669	\$110,138	\$740,264
Offsite sewer improvements	\$0	\$0	\$0	\$1,763,455	\$0	\$0	\$0
Subtotal - Drainage Improvements	\$1,768,948	\$877,140	\$891,808	\$1,763,455	\$1,142,382	\$967,000	\$3,506,269
Total Construction Costs	\$14,705,476	\$10,285,741	\$4,419,735	\$3,518,547	\$5,925,771	\$5,026,431	\$17,475,682
Other Costs							
City, professional and other costs	\$427,195	\$274,004	\$153,191	\$211,453	\$432,000	\$273,569	\$1,530,089
Subtotal Soft Costs	\$427,195	\$274,004	\$153,191	\$211,453	\$432,000	\$273,569	\$1,530,089
Grand Total Construction + Other Costs	\$15,132,671	\$10,559,745	\$4,572,926	\$3,730,000	\$6,357,771	\$5,300,000	\$19,005,771
Estimated Major Improvement Costs allocated to Phase 1	(\$2,839,556)	(\$1,981,474)	(\$858,083)	\$0	\$2,839,556	\$0	\$0
Total Estimated Improvement Costs to be funded	\$12,293,115	\$8,578,271	\$3,714,843	\$0	\$9,197,327	\$5,300,000	\$19,005,771
Estimated Bond issuance related costs							
Deposits to Debt Service Reserve Fund	\$1,647,300	\$1,147,300	\$500,000	\$0	\$796,900	\$0	\$0
Deposits to Capitaized Interest	\$2,179,373	\$1,857,873	\$321,500	\$0	\$407,883	\$0	\$0
Other costs of issuance (underwriters, bond counsel etc)	\$2,030,213	\$1,566,556	\$463,657	\$0	\$495,114	\$0	\$0
Total estimated Bond issuance related costs	\$5,856,886	\$4,571,729	\$1,285,157	\$0	\$1,699,897	\$0	\$0
TOTAL ESTIMATED COSTS	\$18,150,001	\$13,150,000	\$5,000,000	\$3,730,000	\$10,897,224	\$5,300,000	\$19,005,771
Less: Other funding sources	\$0	\$0	\$0	\$0	(\$1,897,224)	\$0	\$0
Net Bond Amount	\$18,150,001	\$13,150,000	\$5,000,000	\$3,730,000	\$9,000,000	\$5,300,000	\$19,005,771

Authorized improvement line item details are provided as part of the engineering estimates.

ESTIMATED COSTS OF OFFSITE UTILITY IMPROVEMENTS

Authorized Improvements	Entire Project	Lakes at Mustang Ranch Allocation	Parks at Wilson Creek Allocation	Hillwood Development Allocation	City of Celina Allocation
WATER IMPROVEMENTS					
Planning, Acquisition and Design	\$800,000	\$114,120	\$96,703	\$65,188	\$523,989
Water line 12" -W1	\$738,300	\$105,318	\$89,245	\$60,160	\$483,577
Water line 18" -W2	\$1,965,100	\$280,321	\$237,539	\$160,125	\$1,287,114
Water line 12" -W3	\$559,100	\$79,756	\$67,583	\$45,558	\$366,203
Water line 12" -W4	\$126,000	\$17,974	\$15,231	\$10,267	\$82,528
Planning, Acquisition and Design	\$750,000	\$106,987	\$90,659	\$61,113	\$491,240
Water line 12" -W5	\$705,900	\$100,697	\$85,329	\$57,520	\$462,355
Water line 18" -W6	\$182,100	\$25,977	\$22,012	\$14,838	\$119,273
Elevated Storage Tank 2.0 MGD	\$5,358,500	\$764,389	\$647,731	\$436,635	\$3,509,745
Subtotal - Water Improvements	\$11,185,000	\$1,595,538	\$1,352,033	\$911,405	\$7,326,024
SEWER IMPROVEMENTS					
Planning, Acquisition and Design	\$800,000	\$114,120	\$96,703	\$65,188	\$523,989
Sewer line 21" -SW1	\$1,007,100	\$143,663	\$121,737	\$82,063	\$659,637
Sewer line 24" -SW2	\$1,631,600	\$232,747	\$197,226	\$132,950	\$1,068,676
Sewer line 21" -S2	\$479,200	\$68,358	\$57,925	\$39,047	\$313,870
Sewer line 21" -S3	\$2,214,500	\$315,898	\$267,687	\$180,447	\$1,450,468
Sewer line 12" -S4	\$128,700	\$18,359	\$15,557	\$10,487	\$84,297
Sewer line 12" -S5	\$239,300	\$34,136	\$28,926	\$19,499	\$156,738
Force Main 3 X 10" -FM1	\$2,361,900	\$336,924	\$285,505	\$192,458	\$1,547,013
Lift Station 5.5 MGD -LS1	\$2,376,000	\$338,936	\$287,209	\$193,607	\$1,556,248
Subtotal - Sewer Improvements	\$11,238,300	\$1,603,141	\$1,358,476	\$915,748	\$7,360,936
Contingency (10%)	\$2,242,330	\$319,868	\$271,051	\$182,715	\$1,468,696
Estimated financing costs	\$1,019,370	\$211,453	\$173,440	\$110,131	\$524,345
Grand Total	\$25,685,000	\$3,730,000	\$3,155,000	\$2,120,000	\$16,680,000

Source - City of Celina

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

THE LAKES AT MUSTANG RANCH

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: **1799**Prepared: **05/19/14**Total Acres: **682**Revised: **11/10/14****Overall Probable Cost Opinion Summary by Tract**

TRACT ID	Area	Lots	Cost	By Lot	By Acre
	(Ac)	(#)	(%)	(%)	(%)
PHASE ONE	172	334	\$14,017,512	\$41,969	\$81,497
PHASE TWO	95	298	\$8,078,927	\$27,110	\$85,041
PHASE THREE	72	158	\$2,689,063	\$17,019	\$37,348
PHASE FOUR	75	261	\$4,539,775	\$17,394	\$60,530
PHASE FIVE	88	229	\$4,906,060	\$21,424	\$55,751
PHASE SIX	49	130	\$2,356,240	\$18,125	\$48,087
PHASE SEVEN	43	79	\$1,301,685	\$16,477	\$30,272
PHASE EIGHT	40	147	\$2,073,282	\$14,104	\$51,832
PHASE NINE	48	163	\$2,855,745	\$17,520	\$59,495
CATEGORY TOTALS	682	1799	\$42,818,289	\$23,801	\$62,783

GENERAL NOTES:

- IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.
- ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.
- THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.
- THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2014, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT
- ASSUMES PROJECT SHALL BE DEVELOPED IN 8 DIFFERENT PHASES
- ASSUMES CITY WILL APPROVE ZONING CHANGE
- PREPARED WITHOUT THE BENEFIT OF A GEOTECHNICAL REPORT AND PHASE 1 ENVIRONMENTAL ASSESSMENT
- PREPARED WITHOUT THE BENEFIT OF A CITY MEETING REGARDING THE CONCEPT PLAN

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPUS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- CCN BUY OUT (IF REQUIRED)
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- COSTS TO BRING 12" WATER TO WEST SIDE OF PROJECT AND TO BRING 24" SEWER TO SOUTHWEST CORNER OF PROJECT.
- ALL CITY, PROFESSIONAL AND CONSTRUCTION COSTS ASSOCIATED WITH LOT DEVELOPMENT
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ETC.
- EXPANSION OF FM2478 AND FM1461
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY
- 24" SANITARY SEWER LINE EXTENSION ALONG WEST PROPERTY LINE

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014Total Lots: **334**Prepared: **05/19/14**Total Acres: **172**Revised: **11/10/14****Opinion of Probable Cost Summary**

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$211,669	\$634	\$1,231
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$63,619	\$190	\$370
EXCAVATION (DIRECT)	\$185,963	\$557	\$1,081
EXCAVATION (MAJOR IMPROVEMENTS)	\$385,088	\$1,153	\$2,239
RETAINING WALL (DIRECT)	\$28,350	\$85	\$165
RETAINING WALL (MAJOR IMPROVEMENTS)	\$86,940	\$260	\$505
WATER (DIRECT)	\$914,569	\$2,738	\$5,317
WATER (MAJOR IMPROVEMENTS)	\$576,722	\$1,727	\$3,353
SANITARY SEWER (DIRECT)	\$780,469	\$2,337	\$4,538
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$1,057,613	\$3,167	\$6,149
STORM SEWER (DIRECT)	\$930,713	\$2,787	\$5,411
STORM SEWER (MAJOR IMPROVEMENTS)	\$813,521	\$2,436	\$4,730
PAVING (DIRECT)	\$2,874,038	\$8,605	\$16,710
PAVING (MAJOR IMPROVEMENTS)	\$4,402,238	\$13,180	\$25,594
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$432,000	\$1,293	\$2,512
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$274,004	\$820	\$1,593
GRAND TOTAL	\$14,017,512	\$41,969	\$81,497

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: **334**Prepared: **05/19/14**Total Acres: **172**Revised: **11/10/14**

EROSION CONTROL (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	16200	\$ 24,300.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	14	\$ 25,200.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	3	\$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	40000	\$ 50,000.00
8' ROLL OF CURLEX WITH SEED	\$ 1.50	L.F.	2600	\$ 3,900.00
DISK & SEED	\$ 325.00	ACRE	150	\$ 48,750.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 18,815.00
MISCELLANEOUS ITEMS (2.5%)				\$ 4,703.75
TOTAL				\$ 211,668.75

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	10000	\$ 15,000.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	6	\$ 10,800.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	1	\$ 12,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	15000	\$ 18,750.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 5,655.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,413.75
TOTAL				\$ 63,618.75

EXCAVATION (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	40	\$ 68,000.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	3	\$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	41500	\$ 91,300.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 16,530.00
MISCELLANEOUS ITEMS (2.5%)				\$ 4,132.50
TOTAL				\$ 185,962.50

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	15	\$ 25,500.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	39000	\$ 85,800.00
POND EXCAVATION	\$ 2.20	C.Y.	105000	\$ 231,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 34,230.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,557.50
TOTAL				\$ 385,087.50

RETAINING WALL (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
2' WALL	\$ 32.00	L.F.	300	\$ 9,600.00
3' WALL	\$ 40.00	L.F.	390	\$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 2,520.00
MISCELLANEOUS ITEMS (2.5%)				\$ 630.00
TOTAL				\$ 28,350.00

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
2' WALL	\$ 32.00	L.F.	150	\$ 4,800.00
3' WALL	\$ 40.00	L.F.	840	\$ 33,600.00
4' WALL	\$ 48.00	L.F.	360	\$ 17,280.00
6' WALL	\$ 90.00	L.F.	240	\$ 21,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 7,728.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,932.00
TOTAL				\$ 86,940.00

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: **334**Prepared: **05/19/14**Total Acres: **172**Revised: **11/10/14**

WATER (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	15900	\$ 333,900.00
6" GATE VALVE & BOX	\$ 750.00	EA.	34	\$ 25,500.00
8" GATE VALVE & BOX	\$ 1,100.00	EA.	75	\$ 82,500.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	34	\$ 119,000.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	334	\$ 200,400.00
2" BLOW OFF VALVE	\$ 1,100.00	L.F.	3	\$ 3,300.00
2" IRRIGATION SERVICE	\$ 1,100.00	EA.	3	\$ 3,300.00
MISCELLANEOUS FITTINGS	\$ 2,500.00	TON	13.3	\$ 33,125.00
TESTING & CHLORINATION	\$ 0.75	L.F.	15900	\$ 11,925.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 81,295.00
MISCELLANEOUS ITEMS (2.5%)				\$ 20,323.75
TOTAL				\$ 914,568.75

WATER (MAJOR IMPROVEMENTS)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
12" P.V.C. WATERLINE	\$ 33.00	L.F.	10850	\$ 358,050.00
6" GATE VALVE & BOX	\$ 750.00	EA.	9	\$ 6,750.00
12" GATE VALVE & BOX	\$ 2,100.00	EA.	36	\$ 75,600.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	9	\$ 31,500.00
12" X 12" TAPPING SLEEVE	\$ 5,000.00	EA.	2	\$ 10,000.00
MISCELLANEOUS FITTINGS	\$ 2,500.00	TON	9.0	\$ 22,604.17
TESTING & CHLORINATION	\$ 0.75	L.F.	10850	\$ 8,137.50
ENGINEERING, PLATTING & STAKING (10%)				\$ 51,264.17
MISCELLANEOUS ITEMS (2.5%)				\$ 12,816.04
TOTAL				\$ 576,721.88

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	15000	\$ 330,000.00
4' DIAMETER MANHOLE	\$ 2,800.00	EA.	48	\$ 134,400.00
5' DIAMETER DROP MANHOLE	\$ 7,000.00	EA.	5	\$ 35,000.00
ADDITIONAL MANHOLE DEPTH	\$ 1,000.00	EA.	5	\$ 5,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	1	\$ 500.00
SINGLE CLEANOUT	\$ 750.00	EA.	5	\$ 3,750.00
4" SERVICE LINES	\$ 400.00	EA.	334	\$ 133,600.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	400	\$ 14,000.00
TRENCH SAFETY	\$ 1.50	L.F.	15000	\$ 22,500.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	15000	\$ 15,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 69,375.00
MISCELLANEOUS ITEMS (2.5%)				\$ 17,343.75
TOTAL				\$ 780,468.75

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	10150	\$ 223,300.00
15" P.V.C. PIPE (12+ DEPTH)	\$ 60.00	L.F.	7200	\$ 432,000.00
5' DIAMETER MANHOLE	\$ 5,000.00	EA.	12	\$ 60,000.00
5' DIAMETER DROP MANHOLE (12+ DEPTH)	\$ 7,000.00	EA.	20	\$ 140,000.00
ADDITIONAL MANHOLE DEPTH	\$ 1,000.00	EA.	20	\$ 20,000.00
SINGLE CLEANOUT	\$ 750.00	EA.	17	\$ 12,750.00
TRENCH SAFETY	\$ 2.00	L.F.	17350	\$ 34,700.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	17350	\$ 17,350.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 94,010.00
MISCELLANEOUS ITEMS (2.5%)				\$ 23,502.50
TOTAL				\$ 1,057,612.50

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: 334Prepared: 05/19/14Total Acres: 172Revised: 11/10/14

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 35.00	L.F.	1150	\$ 40,250.00
21" R.C.P.	\$ 40.00	L.F.	780	\$ 31,200.00
24" R.C.P.	\$ 45.00	L.F.	1200	\$ 54,000.00
27" R.C.P.	\$ 55.00	L.F.	1100	\$ 60,500.00
30" R.C.P.	\$ 65.00	L.F.	310	\$ 20,150.00
36" R.C.P.	\$ 80.00	L.F.	1050	\$ 84,000.00
42" R.C.P.	\$ 105.00	L.F.	400	\$ 42,000.00
48" R.C.P.	\$ 130.00	L.F.	610	\$ 79,300.00
CURB INLET	\$ 4,500.00	EA.	70	\$ 315,000.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	4	\$ 16,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	5	\$ 14,000.00
48"-60" TYPE "B" PRE-CAST HEADWALL	\$ 4,000.00	EA.	1	\$ 4,000.00
DETENTION STRUCTURES	\$ 10,000.00	L.S.	3	\$ 30,000.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	450	\$ 22,500.00
DROP INLET	\$ 3,000.00	EA.	2	\$ 6,000.00
TRENCH SAFETY	\$ 1.00	L.F.	6600	\$ 6,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 82,730.00
MISCELLANEOUS ITEMS (2.5%)				\$ 20,682.50
TOTAL				\$ 930,712.50

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 35.00	L.F.	100	\$ 3,500.00
21" R.C.P.	\$ 40.00	L.F.	750	\$ 30,000.00
24" R.C.P.	\$ 45.00	L.F.	570	\$ 25,650.00
27" R.C.P.	\$ 55.00	L.F.	400	\$ 22,000.00
30" R.C.P.	\$ 65.00	L.F.	630	\$ 40,950.00
36" R.C.P.	\$ 80.00	L.F.	650	\$ 52,000.00
42" R.C.P.	\$ 105.00	L.F.	720	\$ 75,600.00
48" R.C.P.	\$ 130.00	L.F.	50	\$ 6,500.00
4' X 4' R.C.B.	\$ 180.00	L.F.	160	\$ 28,800.00
9' X 5' R.C.B.	\$ 295.00	L.F.	100	\$ 29,500.00
3 - 5' X 3' R.C.B.	\$ 460.00	L.F.	120	\$ 55,200.00
CURB INLET	\$ 4,500.00	EA.	13	\$ 58,500.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	4	\$ 16,000.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	6	\$ 16,800.00
4' X 4' HEADWALL	\$ 5,000.00	EA.	2	\$ 10,000.00
9' X 5' HEADWALL	\$ 20,000.00	EA.	1	\$ 20,000.00
3 - 5' X 3' HEADWALL	\$ 15,000.00	EA.	2	\$ 30,000.00
GRADE TO DRAIN	\$ 10.00	L.F.	800	\$ 8,000.00
POND FOUNTAIN	\$ 30,000.00	EA.	3	\$ 90,000.00
RECONSTRUCT DAM	\$ 100,000.00	EA.	1	\$ 100,000.00
TRENCH SAFETY	\$ 1.00	L.F.	4130	\$ 4,130.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 72,313.00
MISCELLANEOUS ITEMS (2.5%)				\$ 18,078.25
TOTAL				\$ 813,521.25

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: **334**Prepared: **05/19/14**Total Acres: **172**Revised: **11/10/14**

PAVING (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	69900	\$ 209,700.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	1260	\$ 195,300.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	65700	\$ 1,971,000.00
SAWCUT & REMOVE EXISTING CURB	\$ 10.00	L.F.	150	\$ 1,500.00
CONSTRUCT STEET HEADER AND BARRICADE	\$ 500.00	EA.	6	\$ 3,000.00
4' SIDEWALK	\$ 4.00	S.F.	10000	\$ 40,000.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	88	\$ 96,800.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 15,000.00	L.S.	1	\$ 15,000.00
STREET STOP SIGNS	\$ 350.00	EA.	18	\$ 6,300.00
STREET NAME BLADES	\$ 350.00	EA.	46	\$ 16,100.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 255,470.00
MISCELLANEOUS ITEMS (2.5%)				\$ 63,867.50
TOTAL				\$ 2,874,037.50

PAVING (MAJOR IMPROVEMENT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
8" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	24100	\$ 72,300.00
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	28100	\$ 84,300.00
HYDRATED LIME	\$ 155.00	TON	940	\$ 145,700.00
8" REINF. CONCRETE STREET PAVEMENT (37 B-B)	\$ 39.00	S.Y.	26600	\$ 1,037,400.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	\$ 39.00	S.Y.	22300	\$ 869,700.00
8" REINF. CONCRETE TURN LANES	\$ 42.00	S.Y.	1750	\$ 73,500.00
TXDOT DECELERATION LANE	\$ 85,000.00	EA.	2	\$ 170,000.00
TXDOT LEFT TURN LANE	\$ 85,000.00	EA.	2	\$ 170,000.00
SAWCUT & REMOVE EXISTING CURB	\$ 10.00	L.F.	150	\$ 1,500.00
CONSTRUCT STEET HEADER AND BARRICADE	\$ 500.00	EA.	3	\$ 1,500.00
CONNECT TO EXISTING	\$ 500.00	EA.	3	\$ 1,500.00
4' SIDEWALK	\$ 4.00	S.F.	11000	\$ 44,000.00
8' TRAIL	\$ 4.00	S.F.	115000	\$ 460,000.00
TURN LANE BUTTONING AND STRIPING	\$ 4.00	L.F.	750	\$ 3,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STREET STOP SIGNS	\$ 350.00	EA.	12	\$ 4,200.00
STREET NAME BLADES	\$ 350.00	EA.	20	\$ 7,000.00
LANDSCAPE MEDIAN (50')	\$ 3.00	S.F.	252500	\$ 757,500.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 391,310.00
MISCELLANEOUS ITEMS (2.5%)				\$ 97,827.50
TOTAL				\$ 4,402,237.50

NOTE:

1) ASSUMES FM1461 AND FM2478 SHALL BE LEFT AS TWO-LANE ASPHALT ROADS; ESTIMATE INCLUDES INSTALLATION OF TURN LANES ONLY.

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
PLATTING FEE	\$ 9,000.00	L.S.	1	\$ 9,000.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 219,991.50	L.S.	1	\$ 219,991.50
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
CONSTRUCTION MANAGEMENT	\$ 162,500.00	L.S.	1	\$ 162,500.00
MATERIAL TESTING	\$ 7,500.00	L.S.	1	\$ 7,500.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 432,000.00

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST (\$)	UNIT (-)	QTY (± #)	TOTAL (\$)
INSPECTION FEE (4%)	\$ 274,003.73	L.S.	1	\$ 274,003.73
TOTAL				\$ 274,003.73

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

MUSTANG LAKES
City of Celina, Collin County, Texas
Land Plan: 04-07-2016

Total Lots: **1437**
Prepared: **05/19/14**

Total Acres: **513**
Revised: **11/22/16**

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area	Lots	Cost	By Lot	By Acre
	(Ac)	(#)	(\$)	(\$)	(\$)
PHASE TWO	104	360	\$8,596,424	\$23,879	\$82,658
PHASE THREE	63	154	\$2,908,752	\$18,888	\$46,171
PHASE FOUR	64	171	\$3,617,637	\$21,156	\$56,526
PHASE FIVE	99	222	\$5,012,496	\$22,579	\$50,631
PHASE SIX	36	128	\$2,257,911	\$17,640	\$62,720
PHASE SEVEN	40	79	\$1,314,880	\$16,644	\$32,872
PHASE EIGHT	57	135	\$2,856,895	\$21,162	\$50,121
PHASE NINE	50	188	\$2,723,540	\$14,487	\$54,471
CATEGORY TOTALS	513	1437	\$29,288,536	\$20,382	\$57,093

GENERAL NOTES:

- IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.
- ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.
- THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.
- THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2016, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT
- ASSUMES PROJECT SHALL BE DEVELOPED IN 7 DIFFERENT PHASES
- PREPARED WITHOUT THE BENEFIT OF A GEOTECHNICAL REPORT AND PHASE 1 ENVIRONMENTAL ASSESSMENT

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- CCN BUY OUT (IF REQUIRED)
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- COSTS TO BRING 12" WATER TO WEST SIDE OF PROJECT AND TO BRING 24" SEWER TO SOUTHWEST CORNER OF PROJECT.
- ALL CITY, PROFESSIONAL AND CONSTRUCTION COSTS ASSOCIATED WITH LOT DEVELOPMENT
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ETC.
- CONSTRUCTION MANAGEMENT
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY
- 24" SANITARY SEWER LINE EXTENSION ALONG WEST PROPERTY LINE

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 360
Prepared: 05/19/14

Total Acres: 104
Revised: 11/22/16

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$110,138	\$306	\$1,059
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$22,478	\$62	\$216
EXCAVATION (DIRECT)	\$107,325	\$298	\$1,032
EXCAVATION (MAJOR IMPROVEMENTS)	\$95,288	\$265	\$916
RETAINING WALL (DIRECT)	\$11,250	\$31	\$108
RETAINING WALL (MAJOR IMPROVEMENTS)	\$54,000	\$150	\$519
WATER (DIRECT)	\$796,359	\$2,212	\$7,657
WATER (MAJOR IMPROVEMENTS)	\$363,805	\$1,011	\$3,498
SANITARY SEWER (DIRECT)	\$800,483	\$2,224	\$7,697
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$321,458	\$893	\$3,091
STORM SEWER (DIRECT)	\$856,862	\$2,380	\$8,239
STORM SEWER (MAJOR IMPROVEMENTS)	\$393,626	\$1,093	\$3,785
PAVING (DIRECT)	\$2,344,013	\$6,511	\$22,539
PAVING (MAJOR IMPROVEMENTS)	\$1,930,843	\$5,363	\$18,566
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$268,109	\$745	\$2,578
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$120,389	\$334	\$1,158
GRAND TOTAL	\$8,596,424	\$23,879	\$82,658

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Opinion of Probable Cost
MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **360**
Prepared: **05/19/14**

Total Acres: **104**
Revised: **11/22/16**

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	5000	\$ 7,500.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	8	\$ 14,400.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	40000	\$ 50,000.00
DISK & SEED	\$ 325.00	ACRE	80	\$ 26,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 9,790.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,447.50
TOTAL				\$ 110,137.50

- NOTE:
- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	5460	\$ 8,190.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	2	\$ 3,600.00
8' ROLL OF CURLEX WITH SEED	\$ 1.50	L.F.	5460	\$ 8,190.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,998.00
MISCELLANEOUS ITEMS (2.5%)				\$ 499.50
TOTAL				\$ 22,477.50

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	10	\$ 17,000.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	4	\$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	32000	\$ 70,400.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 9,540.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,385.00
TOTAL				\$ 107,325.00

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	11	\$ 18,700.00
POND EXCAVATION	\$ 2.20	C.Y.	30000	\$ 66,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 8,470.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,117.50
TOTAL				\$ 95,287.50

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
2' WALL	\$ 40.00	L.F.	250	\$ 10,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,000.00
MISCELLANEOUS ITEMS (2.5%)				\$ 250.00
TOTAL				\$ 11,250.00

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
4' WALL	\$ 60.00	L.F.	800	\$ 48,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 4,800.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,200.00
TOTAL				\$ 54,000.00

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **360**
Prepared: **05/19/14**

Total Acres: **104**
Revised: **11/22/16**

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	13700	\$ 287,700.00
6" GATE VALVE & BOX	\$ 800.00	EA.	22	\$ 17,600.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	41	\$ 47,150.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	22	\$ 77,000.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	360	\$ 216,000.00
1" IRRIGATION SERVICE	\$ 650.00	EA.	6	\$ 3,900.00
CONNECT TO EXISTING	\$ 500.00	EA.	5	\$ 2,500.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	6.1	\$ 45,750.00
TESTING & CHLORINATION	\$ 0.75	L.F.	13700	\$ 10,275.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 70,787.50
MISCELLANEOUS ITEMS (2.5%)				\$ 17,696.88
TOTAL				\$ 796,359.38

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
12" P.V.C. WATERLINE	\$ 33.00	L.F.	2190	\$ 72,270.00
8" P.V.C. WATERLINE	\$ 21.00	L.F.	3800	\$ 79,800.00
6" GATE VALVE & BOX	\$ 800.00	EA.	18	\$ 14,400.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	23	\$ 26,450.00
12" GATE VALVE & BOX	\$ 2,100.00	EA.	10	\$ 21,000.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	18	\$ 63,000.00
12" X 8" TAPPING SLEEVE AND VALVE	\$ 6,500.00	EA.	2	\$ 13,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	4.8	\$ 36,000.00
TESTING & CHLORINATION	\$ 0.75	L.F.	5990	\$ 4,492.50
ENGINEERING, PLATTING & STAKING (10%)				\$ 25,914.25
MISCELLANEOUS ITEMS (2.5%)				\$ 6,478.56
TOTAL				\$ 363,805.31

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE (SDR-35)	\$ 22.00	L.F.	12400	\$ 272,800.00
8" P.V.C. PIPE (SDR-26)	\$ 30.00	L.F.	1870	\$ 56,100.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	42	\$ 126,000.00
4' DIAMETER DROP MANHOLE	\$ 5,000.00	EA.	1	\$ 5,000.00
CLEAN OUT	\$ 500.00	EA.	1	\$ 500.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
4" SERVICE LINES	\$ 600.00	EA.	360	\$ 216,000.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	160	\$ 5,600.00
TRENCH SAFETY	\$ 1.00	L.F.	14270	\$ 14,270.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	14270	\$ 14,270.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 71,154.00
MISCELLANEOUS ITEMS (2.5%)				\$ 17,788.50
TOTAL				\$ 800,482.50

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
12" P.V.C. PIPE (SDR-26)	\$ 48.00	L.F.	320	\$ 15,360.00
10" P.V.C. PIPE (SDR-35)	\$ 28.00	L.F.	730	\$ 20,440.00
10" P.V.C. PIPE (SDR-26)	\$ 32.00	L.F.	2950	\$ 94,400.00
8" P.V.C. PIPE (SDR-35)	\$ 22.00	L.F.	350	\$ 7,700.00
8" P.V.C. PIPE (SDR-26)	\$ 30.00	L.F.	1770	\$ 53,100.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	23	\$ 69,000.00
4' DIAMETER DROP MANHOLE	\$ 5,000.00	EA.	2	\$ 10,000.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	100	\$ 3,500.00
TRENCH SAFETY	\$ 1.00	L.F.	6120	\$ 6,120.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	6120	\$ 6,120.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 28,574.00
MISCELLANEOUS ITEMS (2.5%)				\$ 7,143.50
TOTAL				\$ 321,457.50

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **360**
Prepared: **05/19/14**

Total Acres: **104**
Revised: **11/22/16**

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 45.00	L.F.	1260	\$ 56,700.00
21" R.C.P.	\$ 50.00	L.F.	850	\$ 42,500.00
24" R.C.P.	\$ 55.00	L.F.	1020	\$ 56,100.00
24" R.C.P. (RUBBER GASKET)	\$ 60.00	L.F.	110	\$ 6,600.00
27" R.C.P.	\$ 60.00	L.F.	90	\$ 5,400.00
30" R.C.P.	\$ 70.00	L.F.	250	\$ 17,500.00
33" R.C.P.	\$ 75.00	L.F.	120	\$ 9,000.00
33" R.C.P. (RUBBER GASKET)	\$ 80.00	L.F.	80	\$ 6,400.00
36" R.C.P.	\$ 55.00	L.F.	50	\$ 2,750.00
42" R.C.P. (RUBBER GASKET)	\$ 120.00	L.F.	40	\$ 4,800.00
48" R.C.P.	\$ 135.00	L.F.	1200	\$ 162,000.00
48" R.C.P. (RUBBER GASKET)	\$ 140.00	L.F.	660	\$ 92,400.00
54" R.C.P.	\$ 165.00	L.F.	50	\$ 8,250.00
54" R.C.P. (RUBBER GASKET)	\$ 170.00	L.F.	150	\$ 25,500.00
60" R.C.P. (RUBBER GASKET)	\$ 200.00	L.F.	100	\$ 20,000.00
4'x3' R.C.B.	\$ 230.00	L.F.	40	\$ 9,200.00
DROP INLET	\$ 3,000.00	EA.	1	\$ 3,000.00
8' CURB INLET	\$ 2,800.00	EA.	10	\$ 28,000.00
10' CURB INLET	\$ 3,000.00	EA.	26	\$ 78,000.00
12' CURB INLET	\$ 3,200.00	EA.	6	\$ 19,200.00
15' CURB INLET	\$ 3,500.00	EA.	2	\$ 7,000.00
4'X4' STORM MANHOLE	\$ 3,600.00	EA.	4	\$ 14,400.00
5'X5' STORM MANHOLE	\$ 4,800.00	EA.	4	\$ 19,200.00
REMOVE HEADWALL AND CONNECT TO EXISTING	\$ 800.00	EA.	4	\$ 3,200.00
REMOVE DROP INLET AND CONNECT TO EXISTING	\$ 750.00	EA.	1	\$ 750.00
REMOVE PLUG AND CONNECT TO EXISTING	\$ 500.00	EA.	1	\$ 500.00
REMOVE 48" RCP	\$ 45.00	L.F.	75	\$ 3,375.00
CONSTRUCT RCP HEADWALL	\$ 2,200.00	EA.	6	\$ 13,200.00
CONSTRUCT RCB HEADWALL	\$ 9,500.00	EA.	3	\$ 28,500.00
CONCRETE FLUME	\$ 12.00	L.F.	560	\$ 6,720.00
GRADE-TO-DRAIN	\$ 20.00	L.F.	272	\$ 5,440.00
TRENCH SAFETY	\$ 1.00	L.F.	6070	\$ 6,070.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 76,165.50
MISCELLANEOUS ITEMS (2.5%)				\$ 19,041.38
TOTAL				\$ 856,861.88

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Opinion of Probable Cost
MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **360**
Prepared: **05/19/14**

Total Acres: **104**
Revised: **11/22/16**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 45.00	L.F.	980	\$ 44,100.00
18" R.C.P. (RUBBER GASKET)	\$ 50.00	L.F.	190	\$ 9,500.00
21" R.C.P.	\$ 50.00	L.F.	580	\$ 29,000.00
21" R.C.P. (RUBBER GASKET)	\$ 55.00	L.F.	60	\$ 3,300.00
27" R.C.P.	\$ 60.00	L.F.	230	\$ 13,800.00
30" R.C.P. (RUBBER GASKET)	\$ 75.00	L.F.	70	\$ 5,250.00
33" R.C.P.	\$ 75.00	L.F.	200	\$ 15,000.00
33" R.C.P. (RUBBER GASKET)	\$ 80.00	L.F.	140	\$ 11,200.00
36" R.C.P.	\$ 55.00	L.F.	60	\$ 3,300.00
36" R.C.P. (RUBBER GASKET)	\$ 90.00	L.F.	190	\$ 17,100.00
42" R.C.P.	\$ 115.00	L.F.	160	\$ 18,400.00
42" R.C.P. (RUBBER GASKET)	\$ 120.00	L.F.	60	\$ 7,200.00
54" R.C.P.	\$ 165.00	L.F.	210	\$ 34,650.00
54" R.C.P. (RUBBER GASKET)	\$ 170.00	L.F.	140	\$ 23,800.00
6'x5' R.C.B.	\$ 340.00	L.F.	100	\$ 34,000.00
DROP INLET	\$ 3,000.00	EA.	1	\$ 3,000.00
10' CURB INLET	\$ 3,000.00	EA.	10	\$ 30,000.00
12' CURB INLET	\$ 3,200.00	EA.	2	\$ 6,400.00
10' RECESSED CURB INLET	\$ 3,200.00	EA.	2	\$ 6,400.00
4'X4' STORM MANHOLE	\$ 3,600.00	EA.	2	\$ 7,200.00
6'X6' STORM MANHOLE	\$ 5,500.00	EA.	1	\$ 5,500.00
CONSTRUCT RCP HEADWALL	\$ 2,200.00	EA.	4	\$ 8,800.00
CONSTRUCT RCB HEADWALL	\$ 9,500.00	EA.	1	\$ 9,500.00
CONCRETE FLUME	\$ 12.00	L.F.	10	\$ 120.00
TRENCH SAFETY	\$ 1.00	L.F.	3370	\$ 3,370.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 34,989.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,747.25
TOTAL				\$ 393,626.25

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	51700	\$ 155,100.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	931	\$ 144,305.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	48500	\$ 1,455,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	6	\$ 3,000.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	43	\$ 47,300.00
SAWCUT EXISTING CURB & GUTTER	\$ 12.00	L.F.	126	\$ 1,512.00
INSTALL STREET HEADER AND BARRICADE	\$ 1,500.00	EA.	2	\$ 3,000.00
4' SIDEWALK	\$ 4.50	S.F.	22300	\$ 100,350.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 1,500.00	EA.	15	\$ 22,500.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	\$ 4,500.00	EA.	27	\$ 121,500.00
STREET NAME BLADE	\$ 400.00	EA.	50	\$ 20,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 208,356.70
MISCELLANEOUS ITEMS (2.5%)				\$ 52,089.18
TOTAL				\$ 2,344,012.88

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **360**
Prepared: **05/19/14**

Total Acres: **104**
Revised: **11/22/16**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	21200	\$ 63,600.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	382	\$ 59,210.00
8" REINF. CONCRETE STREET PAVEMENT (25 B-B)	\$ 42.00	S.Y.	7000	\$ 294,000.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	12800	\$ 384,000.00
12" TYPE "B" ASPHALT BASE	\$ 70.00	S.Y.	1665	\$ 116,550.00
2" TYPE "C" ASPHALT OVERLAY	\$ 15.00	S.Y.	4521	\$ 67,815.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	10	\$ 11,000.00
SAWCUT EXISTING CURB & GUTTER	\$ 12.00	L.F.	240	\$ 2,880.00
INSTALL STREET HEADER AND BARRICADE	\$ 1,500.00	EA.	1	\$ 1,500.00
6' SIDEWALK	\$ 4.50	S.F.	22500	\$ 101,250.00
STRIPING, BUTTONING, ETC.	\$ 30,000.00	L.S.	1	\$ 30,000.00
FM2478 EXCAVATION	\$ 10,000.00	L.S.	1	\$ 10,000.00
BRIDGE	\$ 550,000.00	L.S.	1	\$ 550,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 1,500.00	EA.	4	\$ 6,000.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	\$ 4,500.00	EA.	1	\$ 4,500.00
STREET NAME BLADE	\$ 400.00	EA.	10	\$ 4,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 171,630.50
MISCELLANEOUS ITEMS (2.5%)				\$ 42,907.63
TOTAL				\$ 1,930,843.13

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 4,700.00	L.S.	1	\$ 4,700.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 191,908.67	L.S.	1	\$ 191,908.67
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT.	154	\$ 38,500.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 268,108.67

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 120,389.29	L.S.	1	\$ 120,389.29
TOTAL				\$ 120,389.29

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 154
Prepared: 05/19/14

Total Acres: 63
Revised: 11/22/16

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$109,716	\$712	\$1,742
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$17,888	\$116	\$284
EXCAVATION (DIRECT)	\$103,838	\$674	\$1,648
EXCAVATION (MAJOR IMPROVEMENTS)	\$168,525	\$1,094	\$2,675
RETAINING WALL (DIRECT)	\$14,006	\$91	\$222
RETAINING WALL (MAJOR IMPROVEMENTS)	\$20,250	\$131	\$321
WATER (DIRECT)	\$466,313	\$3,028	\$7,402
WATER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
SANITARY SEWER (DIRECT)	\$285,300	\$1,853	\$4,529
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$338,153	\$2,196	\$5,368
STORM SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
PAVING (DIRECT)	\$1,171,322	\$7,606	\$18,592
PAVING (MAJOR IMPROVEMENTS)	\$45,000	\$292	\$714
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$166,643	\$1,082	\$2,645
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$1,800	\$12	\$29
GRAND TOTAL	\$2,908,752	\$18,888	\$46,171

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 154
Prepared: 05/19/14

Total Acres: 63
Revised: 11/22/16

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	12000	\$ 18,000.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	9	\$ 16,200.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	2	\$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	14300	\$ 17,875.00
DISK & SEED	\$ 325.00	ACRE	66	\$ 21,450.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 9,752.50
MISCELLANEOUS ITEMS (2.5%)				\$ 2,438.13
TOTAL				\$ 109,715.63

- NOTE:
- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	1400	\$ 2,100.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	1	\$ 1,800.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	1	\$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,590.00
MISCELLANEOUS ITEMS (2.5%)				\$ 397.50
TOTAL				\$ 17,887.50

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	25	\$ 42,500.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	4	\$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	19000	\$ 41,800.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 9,230.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,307.50
TOTAL				\$ 103,837.50

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	4	\$ 6,800.00
POND EXCAVATION	\$ 2.20	C.Y.	65000	\$ 143,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 14,980.00
MISCELLANEOUS ITEMS (2.5%)				\$ 3,745.00
TOTAL				\$ 168,525.00

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
5' WALL	\$ 83.00	L.F.	150	\$ 12,450.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,245.00
MISCELLANEOUS ITEMS (2.5%)				\$ 311.25
TOTAL				\$ 14,006.25
RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
2' WALL	\$ 40.00	L.F.	120	\$ 4,800.00
3' WALL	\$ 50.00	L.F.	120	\$ 6,000.00
4' WALL	\$ 60.00	L.F.	120	\$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,800.00
MISCELLANEOUS ITEMS (2.5%)				\$ 450.00
TOTAL				\$ 20,250.00

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **154**
Prepared: **05/19/14**

Total Acres: **63**
Revised: **11/22/16**

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	7550	\$ 158,550.00
6" GATE VALVE & BOX	\$ 800.00	EA.	18	\$ 14,400.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	24	\$ 27,600.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	18	\$ 63,000.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	154	\$ 92,400.00
2" BLOW OFF VALVE	\$ 1,100.00	L.F.	2	\$ 2,200.00
CONNECT TO EXISTING	\$ 500.00	EA.	7	\$ 3,500.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	6.3	\$ 47,187.50
TESTING & CHLORINATION	\$ 0.75	L.F.	7550	\$ 5,662.50
ENGINEERING, PLATTING & STAKING (10%)				\$ 41,450.00
MISCELLANEOUS ITEMS (2.5%)				\$ 10,362.50
TOTAL				\$ 466,312.50

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	4800	\$ 105,600.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	12	\$ 36,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	6	\$ 3,000.00
4" SERVICE LINES	\$ 600.00	EA.	154	\$ 92,400.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	200	\$ 7,000.00
TRENCH SAFETY	\$ 1.00	L.F.	4800	\$ 4,800.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	4800	\$ 4,800.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 25,360.00
MISCELLANEOUS ITEMS (2.5%)				\$ 6,340.00
TOTAL				\$ 285,300.00

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 40.00	L.F.	180	\$ 7,200.00
21" R.C.P.	\$ 45.00	L.F.	500	\$ 22,500.00
24" R.C.P.	\$ 50.00	L.F.	1110	\$ 55,500.00
27" R.C.P.	\$ 55.00	L.F.	380	\$ 20,900.00
30" R.C.P.	\$ 65.00	L.F.	70	\$ 4,550.00
36" R.C.P.	\$ 80.00	L.F.	100	\$ 8,000.00
42" R.C.P.	\$ 110.00	L.F.	240	\$ 26,400.00
7' X 4' R.C.B.	\$ 240.00	L.F.	100	\$ 24,000.00
CURB INLET	\$ 4,500.00	EA.	18	\$ 81,000.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	2	\$ 8,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	1	\$ 2,800.00
4' X 4' HEADWALL	\$ 5,000.00	EA.	1	\$ 5,000.00
7' X 4' HEADWALL	\$ 9,500.00	EA.	2	\$ 19,000.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	225	\$ 11,250.00
TRENCH SAFETY	\$ 1.00	L.F.	2680	\$ 2,680.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 30,058.00
MISCELLANEOUS ITEMS (2.5%)				\$ 7,514.50
TOTAL				\$ 338,152.50

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 154
Prepared: 05/19/14

Total Acres: 63
Revised: 11/22/16

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	28900	\$ 86,700.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	525	\$ 81,375.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	27100	\$ 813,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	6	\$ 3,000.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	25	\$ 27,500.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 1,500.00	EA.	8	\$ 12,000.00
STREET NAME BLADE	\$ 400.00	EA.	19	\$ 7,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 104,117.50
MISCELLANEOUS ITEMS (2.5%)				\$ 26,029.38
TOTAL				\$ 1,171,321.88

PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8' TRAIL	\$ 4.00	S.F.	10000	\$ 40,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 4,000.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,000.00
TOTAL				\$ 45,000.00

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 4,700.00	L.S.	1	\$ 4,700.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 90,443.48	L.S.	1	\$ 90,443.48
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT.	154	\$ 38,500.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 166,643.48

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 1,800.00	L.S.	1	\$ 1,800.00
TOTAL				\$ 1,800.00

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 171
Prepared: 05/19/14

Total Acres: 64
Revised: 11/22/16

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$114,919	\$672	\$1,796
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$20,419	\$119	\$319
EXCAVATION (DIRECT)	\$90,833	\$531	\$1,419
EXCAVATION (MAJOR IMPROVEMENTS)	\$11,070	\$65	\$173
RETAINING WALL (DIRECT)	\$0	\$0	\$0
RETAINING WALL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
WATER (DIRECT)	\$506,306	\$2,961	\$7,911
WATER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
SANITARY SEWER (DIRECT)	\$434,678	\$2,542	\$6,792
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$426,926	\$2,497	\$6,671
STORM SEWER (MAJOR IMPROVEMENTS)	\$12,375	\$72	\$193
PAVING (DIRECT)	\$1,408,134	\$8,235	\$22,002
PAVING (MAJOR IMPROVEMENTS)	\$382,106	\$2,235	\$5,970
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$194,092	\$1,135	\$3,033
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$15,779	\$92	\$247
GRAND TOTAL	\$3,617,637	\$21,156	\$56,526

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Opinion of Probable Cost
MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 171
Prepared: 05/19/14

Total Acres: 64
Revised: 11/22/16

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	7000	\$ 10,500.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	8	\$ 14,400.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	2	\$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	19800	\$ 24,750.00
8' ROLL OF CURLEX WITH SEED	\$ 1.50	L.F.	3400	\$ 5,100.00
DISK & SEED	\$ 325.00	ACRE	72	\$ 23,400.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 10,215.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,553.75
TOTAL				\$ 114,918.75

- NOTE:
- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	1700	\$ 2,550.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	2	\$ 3,600.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	1	\$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,815.00
MISCELLANEOUS ITEMS (2.5%)				\$ 453.75
TOTAL				\$ 20,418.75

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	19	\$ 32,300.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	2	\$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	20200	\$ 44,440.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 8,074.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,018.50
TOTAL				\$ 90,832.50

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	1	\$ 1,700.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	3700	\$ 8,140.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 984.00
MISCELLANEOUS ITEMS (2.5%)				\$ 246.00
TOTAL				\$ 11,070.00

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 171
Prepared: 05/19/14

Total Acres: 64
Revised: 11/22/16

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	8000	\$ 168,000.00
6" GATE VALVE & BOX	\$ 800.00	EA.	19	\$ 15,200.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	29	\$ 33,350.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	19	\$ 66,500.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	171	\$ 102,600.00
2" BLOW OFF VALVE	\$ 1,100.00	L.F.	2	\$ 2,200.00
2" IRRIGATION SERVICE	\$ 1,100.00	EA.	2	\$ 2,200.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	6.7	\$ 50,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	8	\$ 4,000.00
TESTING & CHLORINATION	\$ 0.75	L.F.	8000	\$ 6,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 45,005.00
MISCELLANEOUS ITEMS (2.5%)				\$ 11,251.25
TOTAL				\$ 506,306.25

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	7970	\$ 175,340.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	27	\$ 81,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
4" SERVICE LINES	\$ 600.00	EA.	171	\$ 102,600.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	300	\$ 10,500.00
TRENCH SAFETY	\$ 1.00	L.F.	7970	\$ 7,970.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	7970	\$ 7,970.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 38,638.00
MISCELLANEOUS ITEMS (2.5%)				\$ 9,659.50
TOTAL				\$ 434,677.50

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 40.00	L.F.	360	\$ 14,400.00
21" R.C.P.	\$ 45.00	L.F.	530	\$ 23,850.00
24" R.C.P.	\$ 50.00	L.F.	350	\$ 17,500.00
27" R.C.P.	\$ 55.00	L.F.	90	\$ 4,950.00
30" R.C.P.	\$ 65.00	L.F.	480	\$ 31,200.00
36" R.C.P.	\$ 80.00	L.F.	240	\$ 19,200.00
42" R.C.P.	\$ 110.00	L.F.	150	\$ 16,500.00
48" R.C.P.	\$ 125.00	L.F.	290	\$ 36,250.00
4' X 4' R.C.B.	\$ 180.00	L.F.	250	\$ 45,000.00
5' X 4' R.C.B.	\$ 200.00	L.F.	250	\$ 50,000.00
CURB INLET	\$ 4,500.00	EA.	22	\$ 99,000.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	1	\$ 4,000.00
CONNECT TO EXISTING STORM LINE	\$ 500.00	EA.	1	\$ 500.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	2	\$ 5,600.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	135	\$ 6,750.00
TRENCH SAFETY	\$ 1.00	L.F.	2990	\$ 2,990.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 37,949.00
MISCELLANEOUS ITEMS (2.5%)				\$ 9,487.25
TOTAL				\$ 426,926.25

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 171
Prepared: 05/19/14

Total Acres: 64
Revised: 11/22/16

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
21" R.C.P.	\$ 40.00	L.F.	50	\$ 2,000.00
CURB INLET	\$ 4,500.00	EA.	2	\$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,100.00
MISCELLANEOUS ITEMS (2.5%)				\$ 275.00
TOTAL				\$ 12,375.00

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	33600	\$ 100,800.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	605	\$ 93,775.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	31400	\$ 942,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	3	\$ 1,500.00
4' SIDEWALK	\$ 4.00	S.F.	13400	\$ 53,600.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	36	\$ 39,600.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STREET STOP SIGNS	\$ 400.00	EA.	7	\$ 2,800.00
STREET NAME BLADES	\$ 400.00	EA.	19	\$ 7,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 125,167.50
MISCELLANEOUS ITEMS (2.5%)				\$ 31,291.88
TOTAL				\$ 1,408,134.38

PAVING (MAJOR IMPROVEMENT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	5000	\$ 15,000.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	90	\$ 13,950.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	\$ 39.00	S.Y.	4600	\$ 179,400.00
8" REINF. CONCRETE TURN LANES	\$ 42.00	S.Y.	1050	\$ 44,100.00
CONNECT TO EXISTING	\$ 500.00	EA.	1	\$ 500.00
4' SIDEWALK	\$ 4.00	S.F.	3800	\$ 15,200.00
8' TRAIL	\$ 4.00	S.F.	4300	\$ 17,200.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	39	\$ 42,900.00
TURN LANE BUTTONING AND STRIPING	\$ 4.00	L.F.	450	\$ 1,800.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 5,000.00	L.S.	1	\$ 5,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 1,500.00	EA.	2	\$ 3,000.00
STREET NAME BLADE	\$ 400.00	EA.	4	\$ 1,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 33,965.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,491.25
TOTAL				\$ 382,106.25

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 7,300.00	L.S.	1	\$ 7,300.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 111,041.78	L.S.	1	\$ 111,041.78
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT	171	\$ 42,750.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 194,091.78

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 15,779.25	L.S.	1	\$ 15,779.25
TOTAL				\$ 15,779.25

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 222
Prepared: 05/19/14

Total Acres: 99
Revised: 11/22/16

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$158,653	\$715	\$1,603
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$27,338	\$123	\$276
EXCAVATION (DIRECT)	\$143,685	\$647	\$1,451
EXCAVATION (MAJOR IMPROVEMENTS)	\$14,288	\$64	\$144
RETAINING WALL (DIRECT)	\$27,810	\$125	\$281
RETAINING WALL (MAJOR IMPROVEMENTS)	\$10,125	\$46	\$102
WATER (DIRECT)	\$629,719	\$2,837	\$6,361
WATER (MAJOR IMPROVEMENTS)	\$277,988	\$1,252	\$2,808
SANITARY SEWER (DIRECT)	\$440,235	\$1,983	\$4,447
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$646,943	\$2,914	\$6,535
STORM SEWER (MAJOR IMPROVEMENTS)	\$21,938	\$99	\$222
PAVING (DIRECT)	\$1,973,627	\$8,890	\$19,936
PAVING (MAJOR IMPROVEMENTS)	\$369,214	\$1,663	\$3,729
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$244,171	\$1,100	\$2,466
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$26,766	\$121	\$270
GRAND TOTAL	\$5,012,496	\$22,579	\$50,631

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Opinion of Probable Cost
MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 222
Prepared: 05/19/14

Total Acres: 99
Revised: 11/22/16

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	18500	\$ 27,750.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	10	\$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	3	\$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	24800	\$ 31,000.00
DISK & SEED	\$ 325.00	ACRE	87	\$ 28,275.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 14,102.50
MISCELLANEOUS ITEMS (2.5%)				\$ 3,525.63
TOTAL				\$ 158,653.13

NOTE:

- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	2200	\$ 3,300.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	5	\$ 9,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	1	\$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 2,430.00
MISCELLANEOUS ITEMS (2.5%)				\$ 607.50
TOTAL				\$ 27,337.50

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	25	\$ 42,500.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	4	\$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	35100	\$ 77,220.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 12,772.00
MISCELLANEOUS ITEMS (2.5%)				\$ 3,193.00
TOTAL				\$ 143,685.00

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	1	\$ 1,700.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	5000	\$ 11,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,270.00
MISCELLANEOUS ITEMS (2.5%)				\$ 317.50
TOTAL				\$ 14,287.50

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
2' WALL	\$ 40.00	L.F.	120	\$ 4,800.00
5' WALL	\$ 83.00	L.F.	240	\$ 19,920.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 2,472.00
MISCELLANEOUS ITEMS (2.5%)				\$ 618.00
TOTAL				\$ 27,810.00

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
4' WALL	\$ 60.00	L.F.	150	\$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 900.00
MISCELLANEOUS ITEMS (2.5%)				\$ 225.00
TOTAL				\$ 10,125.00

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **222**
Prepared: **05/19/14**

Total Acres: **99**
Revised: **11/22/16**

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	9600	\$ 201,600.00
6" GATE VALVE & BOX	\$ 800.00	EA.	24	\$ 19,200.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	47	\$ 54,050.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	24	\$ 84,000.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	222	\$ 133,200.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	8.0	\$ 60,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	1	\$ 500.00
TESTING & CHLORINATION	\$ 0.75	L.F.	9600	\$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 55,975.00
MISCELLANEOUS ITEMS (2.5%)				\$ 13,993.75
TOTAL				\$ 629,718.75

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
12" P.V.C. WATERLINE	\$ 33.00	L.F.	4400	\$ 145,200.00
6" GATE VALVE & BOX	\$ 800.00	EA.	8	\$ 6,400.00
12" GATE VALVE & BOX	\$ 2,100.00	EA.	17	\$ 35,700.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	8	\$ 28,000.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	3.7	\$ 27,500.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
TESTING & CHLORINATION	\$ 0.75	L.F.	4400	\$ 3,300.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 24,710.00
MISCELLANEOUS ITEMS (2.5%)				\$ 6,177.50
TOTAL				\$ 277,987.50

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	8130	\$ 178,860.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	18	\$ 54,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	4	\$ 2,000.00
4" SERVICE LINES	\$ 600.00	EA.	222	\$ 133,200.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	200	\$ 7,000.00
TRENCH SAFETY	\$ 1.00	L.F.	8130	\$ 8,130.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	8130	\$ 8,130.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 39,132.00
MISCELLANEOUS ITEMS (2.5%)				\$ 9,783.00
TOTAL				\$ 440,235.00

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **222**
Prepared: **05/19/14**

Total Acres: **99**
Revised: **11/22/16**

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 40.00	L.F.	410	\$ 16,400.00
21" R.C.P.	\$ 45.00	L.F.	1770	\$ 79,650.00
24" R.C.P.	\$ 50.00	L.F.	1380	\$ 69,000.00
27" R.C.P.	\$ 55.00	L.F.	280	\$ 15,400.00
30" R.C.P.	\$ 65.00	L.F.	880	\$ 57,200.00
36" R.C.P.	\$ 80.00	L.F.	410	\$ 32,800.00
48" R.C.P.	\$ 125.00	L.F.	420	\$ 52,500.00
6' X 4' R.C.B.	\$ 220.00	L.F.	60	\$ 13,200.00
CURB INLET	\$ 4,500.00	EA.	43	\$ 193,500.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	5	\$ 20,000.00
CONNECT TO EXISTING STORM LINE	\$ 500.00	EA.	2	\$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
6' X 4' HEADWALL	\$ 9,500.00	EA.	1	\$ 9,500.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	90	\$ 4,500.00
GRADE TO DRAIN	\$ 10.00	L.F.	300	\$ 3,000.00
TRENCH SAFETY	\$ 1.00	L.F.	5610	\$ 5,610.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 57,506.00
MISCELLANEOUS ITEMS (2.5%)				\$ 14,376.50
TOTAL				\$ 646,942.50

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
21" R.C.P.	\$ 40.00	L.F.	150	\$ 6,000.00
CURB INLET	\$ 4,500.00	EA.	3	\$ 13,500.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,950.00
MISCELLANEOUS ITEMS (2.5%)				\$ 487.50
TOTAL				\$ 21,937.50

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	48700	\$ 146,100.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	877	\$ 135,935.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	45700	\$ 1,371,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	5	\$ 2,500.00
CONSTRUCT STEET HEADER AND BARRICADE	\$ 500.00	EA.	3	\$ 1,500.00
4' SIDEWALK	\$ 4.00	S.F.	3000	\$ 12,000.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	49	\$ 53,900.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 15,000.00	L.S.	1	\$ 15,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 400.00	EA.	11	\$ 4,400.00
STREET NAME BLADE	\$ 400.00	EA.	30	\$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 175,433.50
MISCELLANEOUS ITEMS (2.5%)				\$ 43,858.38
TOTAL				\$ 1,973,626.88

PAVING (MAJOR IMPROVEMENT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	6600	\$ 19,800.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	118	\$ 18,290.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	\$ 39.00	S.Y.	6100	\$ 237,900.00
8" REINF. CONCRETE TURN LANES	\$ 42.00	S.Y.	700	\$ 29,400.00
CONNECT TO EXISTING	\$ 500.00	EA.	1	\$ 500.00
CONSTRUCT STEET HEADER AND BARRICADE	\$ 500.00	EA.	1	\$ 500.00
4' SIDEWALK	\$ 4.00	S.F.	3200	\$ 12,800.00
TURN LANE BUTTONING AND STRIPING	\$ 4.00	L.F.	300	\$ 1,200.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 5,000.00	L.S.	1	\$ 5,000.00
STREET STOP SIGNS	\$ 400.00	EA.	3	\$ 1,200.00
STREET NAME BLADES	\$ 400.00	EA.	4	\$ 1,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 32,819.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,204.75
TOTAL				\$ 369,213.75

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 222
Prepared: 05/19/14

Total Acres: 99
Revised: 11/22/16

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 6,300.00	L.S.	1	\$ 6,300.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 147,620.93	L.S.	1	\$ 147,620.93
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	L.S.	229	\$ 57,250.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 244,170.93

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 26,765.55	L.S.	1	\$ 26,765.55
TOTAL				\$ 26,765.55

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 128
Prepared: 05/19/14

Total Acres: 36
Revised: 11/22/16

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$91,997	\$719	\$2,555
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
EXCAVATION (DIRECT)	\$60,953	\$476	\$1,693
EXCAVATION (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
RETAINING WALL (DIRECT)	\$72,900	\$570	\$2,025
RETAINING WALL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
WATER (DIRECT)	\$362,756	\$2,834	\$10,077
WATER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
SANITARY SEWER (DIRECT)	\$353,621	\$2,763	\$9,823
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$246,971	\$1,929	\$6,860
STORM SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
PAVING (DIRECT)	\$852,114	\$6,657	\$23,670
PAVING (MAJOR IMPROVEMENTS)	\$72,000	\$563	\$2,000
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$141,719	\$1,107	\$3,937
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$2,880	\$23	\$80
GRAND TOTAL	\$2,257,911	\$17,640	\$62,720

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **128**
Prepared: **05/19/14**

Total Acres: **36**
Revised: **11/22/16**

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	10000	\$ 15,000.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	10	\$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	2	\$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	10200	\$ 12,750.00
DISK & SEED	\$ 325.00	ACRE	37	\$ 12,025.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 8,177.50
MISCELLANEOUS ITEMS (2.5%)				\$ 2,044.38
TOTAL				\$ 91,996.88

- NOTE:
- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	11	\$ 18,700.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	3	\$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	13400	\$ 29,480.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 5,418.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,354.50
TOTAL				\$ 60,952.50

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6' WALL	\$ 108.00	L.F.	600	\$ 64,800.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,480.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,620.00
TOTAL				\$ 72,900.00

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	5600	\$ 117,600.00
6" GATE VALVE & BOX	\$ 800.00	EA.	14	\$ 11,200.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	19	\$ 21,850.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	14	\$ 49,000.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	128	\$ 76,800.00
2" BLOW OFF VALVE	\$ 1,100.00	L.F.	1	\$ 1,100.00
2" IRRIGATION SERVICE	\$ 1,100.00	EA.	2	\$ 2,200.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	4.7	\$ 35,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	7	\$ 3,500.00
TESTING & CHLORINATION	\$ 0.75	L.F.	5600	\$ 4,200.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 32,245.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,061.25
TOTAL				\$ 362,756.25

- NOTE:
- 1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
- 2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 128
Prepared: 05/19/14

Total Acres: 36
Revised: 11/22/16

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	6970	\$ 153,340.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	20	\$ 60,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	3	\$ 1,500.00
4" SERVICE LINES	\$ 600.00	EA.	128	\$ 76,800.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	250	\$ 8,750.00
TRENCH SAFETY	\$ 1.00	L.F.	6970	\$ 6,970.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	6970	\$ 6,970.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 31,433.00
MISCELLANEOUS ITEMS (2.5%)				\$ 7,858.25
TOTAL				\$ 353,621.25

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 40.00	L.F.	150	\$ 6,000.00
21" R.C.P.	\$ 45.00	L.F.	270	\$ 12,150.00
24" R.C.P.	\$ 50.00	L.F.	910	\$ 45,500.00
30" R.C.P.	\$ 65.00	L.F.	180	\$ 11,700.00
36" R.C.P.	\$ 80.00	L.F.	110	\$ 8,800.00
42" R.C.P.	\$ 110.00	L.F.	180	\$ 19,800.00
48" R.C.P.	\$ 125.00	L.F.	180	\$ 22,500.00
CURB INLET	\$ 4,500.00	EA.	13	\$ 58,500.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	1	\$ 4,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	1	\$ 2,800.00
48"-60" TYPE "B" PRE-CAST HEADWALL	\$ 4,000.00	EA.	2	\$ 8,000.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	180	\$ 9,000.00
GRADE TO DRAIN	\$ 10.00	L.F.	700	\$ 7,000.00
TRENCH SAFETY	\$ 1.00	L.F.	1980	\$ 1,980.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 21,953.00
MISCELLANEOUS ITEMS (2.5%)				\$ 5,488.25
TOTAL				\$ 246,971.25

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **128**
Prepared: **05/19/14**

Total Acres: **36**
Revised: **11/22/16**

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	20900	\$ 62,700.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	377	\$ 58,435.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	19500	\$ 585,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
CONSTRUCT STEET HEADER AND BARRICADE	\$ 500.00	EA.	3	\$ 1,500.00
4' SIDEWALK	\$ 4.00	S.F.	2200	\$ 8,800.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	20	\$ 22,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 1.00	L.S.	10000	\$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 400.00	EA.	6	\$ 2,400.00
STREET NAME BLADE	\$ 400.00	EA.	14	\$ 5,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 75,743.50
MISCELLANEOUS ITEMS (2.5%)				\$ 18,935.88
TOTAL				\$ 852,114.38

PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8' TRAIL	\$ 4.00	S.F.	16000	\$ 64,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,400.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,600.00
TOTAL				\$ 72,000.00

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 4,100.00	L.S.	1	\$ 4,100.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 72,618.53	L.S.	1	\$ 72,618.53
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT	128	\$ 32,000.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 141,718.53

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 2,880.00	L.S.	1	\$ 2,880.00
TOTAL				\$ 2,880.00

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 79
Prepared: 05/19/14

Total Acres: 40
Revised: 11/22/16

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$75,895	\$961	\$1,897
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$0	\$0.00	\$0.00
EXCAVATION (DIRECT)	\$42,075	\$533	\$1,052
EXCAVATION (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
RETAINING WALL (DIRECT)	\$21,600	\$273	\$540
RETAINING WALL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
WATER (DIRECT)	\$189,169	\$2,395	\$4,729
WATER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
SANITARY SEWER (DIRECT)	\$77,400	\$980	\$1,935
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$231,311	\$2,928	\$5,783
STORM SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
PAVING (DIRECT)	\$578,430	\$7,322	\$14,461
PAVING (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$99,000	\$1,253	\$2,475
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$0	\$0	\$0
GRAND TOTAL	\$1,314,880	\$16,644	\$32,872

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 79
Prepared: 05/19/14

Total Acres: 40
Revised: 11/22/16

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	9100	\$ 13,650.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	7	\$ 12,600.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	2	\$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	6750	\$ 8,437.50
DISK & SEED	\$ 325.00	ACRE	27	\$ 8,775.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,746.25
MISCELLANEOUS ITEMS (2.5%)				\$ 1,686.56
TOTAL				\$ 75,895.31

- NOTE:
- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	8	\$ 13,600.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	2	\$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	9000	\$ 19,800.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 3,740.00
MISCELLANEOUS ITEMS (2.5%)				\$ 935.00
TOTAL				\$ 42,075.00

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
2' WALL	\$ 40.00	L.F.	150	\$ 6,000.00
3' WALL	\$ 50.00	L.F.	120	\$ 6,000.00
4' WALL	\$ 60.00	L.F.	120	\$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 1,920.00
MISCELLANEOUS ITEMS (2.5%)				\$ 480.00
TOTAL				\$ 21,600.00

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 79
Prepared: 05/19/14

Total Acres: 40
Revised: 11/22/16

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	2700	\$ 56,700.00
6" GATE VALVE & BOX	\$ 800.00	EA.	7	\$ 5,600.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	9	\$ 10,350.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	7	\$ 24,500.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	79	\$ 47,400.00
2" BLOW OFF VALVE	\$ 1,100.00	L.F.	2	\$ 2,200.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	2.3	\$ 16,875.00
CONNECT TO EXISTING	\$ 500.00	EA.	5	\$ 2,500.00
TESTING & CHLORINATION	\$ 0.75	L.F.	2700	\$ 2,025.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 16,815.00
MISCELLANEOUS ITEMS (2.5%)				\$ 4,203.75
TOTAL				\$ 189,168.75

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	600	\$ 13,200.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	2	\$ 6,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
4" SERVICE LINES	\$ 600.00	EA.	79	\$ 47,400.00
TRENCH SAFETY	\$ 1.00	L.F.	600	\$ 600.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	600	\$ 600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,880.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,720.00
TOTAL				\$ 77,400.00

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 40.00	L.F.	200	\$ 8,000.00
21" R.C.P.	\$ 45.00	L.F.	190	\$ 8,550.00
24" R.C.P.	\$ 50.00	L.F.	100	\$ 5,000.00
30" R.C.P.	\$ 65.00	L.F.	300	\$ 19,500.00
36" R.C.P.	\$ 80.00	L.F.	550	\$ 44,000.00
42" R.C.P.	\$ 110.00	L.F.	60	\$ 6,600.00
48" R.C.P.	\$ 125.00	L.F.	130	\$ 16,250.00
5' X 4' R.C.B.	\$ 200.00	L.F.	80	\$ 16,000.00
CURB INLET	\$ 4,500.00	EA.	10	\$ 45,000.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	2	\$ 8,000.00
CONNECT TO EXISTING STORM LINE	\$ 500.00	EA.	2	\$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	1	\$ 2,800.00
48"-60" TYPE "B" PRE-CAST HEADWALL	\$ 4,000.00	EA.	1	\$ 4,000.00
5' X 4' HEADWALL	\$ 7,500.00	EA.	1	\$ 7,500.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	180	\$ 9,000.00
GRADE TO DRAIN	\$ 10.00	L.F.	100	\$ 1,000.00
TRENCH SAFETY	\$ 1.00	L.F.	1610	\$ 1,610.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 20,561.00
MISCELLANEOUS ITEMS (2.5%)				\$ 5,140.25
TOTAL				\$ 231,311.25

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 79
Prepared: 05/19/14

Total Acres: 40
Revised: 11/22/16

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	14000	\$ 42,000.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	252	\$ 39,060.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	13200	\$ 396,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	4	\$ 2,000.00
4' SIDEWALK	\$ 4.00	S.F.	1400	\$ 5,600.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	13	\$ 14,300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 400.00	EA.	4	\$ 1,600.00
STREET NAME BLADE	\$ 400.00	EA.	9	\$ 3,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 51,416.00
MISCELLANEOUS ITEMS (2.5%)				\$ 12,854.00
TOTAL				\$ 578,430.00

PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 2,800.00	L.S.	1	\$ 2,800.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 43,052.40	L.S.	1	\$ 43,052.40
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT	79	\$ 19,750.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 99,000.00

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 135
Prepared: 05/19/14

Total Acres: 57
Revised: 11/22/16

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$110,588	\$819	\$1,940
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$4,219	\$31	\$74
EXCAVATION (DIRECT)	\$84,488	\$626	\$1,482
EXCAVATION (MAJOR IMPROVEMENTS)	\$67,838	\$503	\$1,190
RETAINING WALL (DIRECT)	\$10,125	\$75	\$178
RETAINING WALL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
WATER (DIRECT)	\$379,350	\$2,810	\$6,655
WATER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
SANITARY SEWER (DIRECT)	\$378,056	\$2,800	\$6,633
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$376,459	\$2,789	\$6,605
STORM SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
PAVING (DIRECT)	\$1,202,951	\$8,911	\$21,104
PAVING (MAJOR IMPROVEMENTS)	\$67,500	\$500	\$1,184
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$172,623	\$1,279	\$3,028
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$2,700	\$20	\$47
GRAND TOTAL	\$2,856,895	\$21,162	\$50,121

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 135
Prepared: 05/19/14

Total Acres: 57
Revised: 11/22/16

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	8300	\$ 12,450.00
ROCK CHECK DAMS	\$ 1,800.00	EA.	10	\$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	3	\$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	13000	\$ 16,250.00
DISK & SEED	\$ 325.00	ACRE	48	\$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 9,830.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,457.50
TOTAL				\$ 110,587.50

- NOTE:
- 1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.
- 2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	3000	\$ 3,750.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 375.00
MISCELLANEOUS ITEMS (2.5%)				\$ 93.75
TOTAL				\$ 4,218.75

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	18	\$ 30,600.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	3	\$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	C.Y.	17500	\$ 38,500.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 7,510.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,877.50
TOTAL				\$ 84,487.50

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	ACRE	7	\$ 11,900.00
POND EXCAVATION	\$ 2.20	C.Y.	22000	\$ 48,400.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,030.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,507.50
TOTAL				\$ 67,837.50

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
4' WALL	\$ 60.00	L.F.	150	\$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 900.00
MISCELLANEOUS ITEMS (2.5%)				\$ 225.00
TOTAL				\$ 10,125.00

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 135
Prepared: 05/19/14

Total Acres: 57
Revised: 11/22/16

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	5350	\$ 112,350.00
6" GATE VALVE & BOX	\$ 800.00	EA.	16	\$ 12,800.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	26	\$ 29,900.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	16	\$ 56,000.00
1" SINGLE WATER SERVICE	\$ 600.00	EA.	135	\$ 81,000.00
2" IRRIGATION SERVICE	\$ 1,100.00	EA.	2	\$ 2,200.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TON	4.5	\$ 33,437.50
CONNECT TO EXISTING	\$ 500.00	EA.	11	\$ 5,500.00
TESTING & CHLORINATION	\$ 0.75	L.F.	5350	\$ 4,012.50
ENGINEERING, PLATTING & STAKING (10%)				\$ 33,720.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,430.00
TOTAL				\$ 379,350.00

NOTE:
1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.
2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	L.F.	7200	\$ 158,400.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	24	\$ 72,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	3	\$ 1,500.00
4" SERVICE LINES	\$ 600.00	EA.	135	\$ 81,000.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	250	\$ 8,750.00
TRENCH SAFETY	\$ 1.00	L.F.	7200	\$ 7,200.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	7200	\$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 33,605.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,401.25
TOTAL				\$ 378,056.25

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P.	\$ 40.00	L.F.	220	\$ 8,800.00
21" R.C.P.	\$ 45.00	L.F.	450	\$ 20,250.00
24" R.C.P.	\$ 50.00	L.F.	650	\$ 32,500.00
27" R.C.P.	\$ 55.00	L.F.	590	\$ 32,450.00
30" R.C.P.	\$ 65.00	L.F.	260	\$ 16,900.00
42" R.C.P.	\$ 110.00	L.F.	160	\$ 17,600.00
4' X 4' R.C.B.	\$ 180.00	L.F.	180	\$ 32,400.00
8' X 4' R.C.B.	\$ 260.00	L.F.	120	\$ 31,200.00
CURB INLET	\$ 4,500.00	EA.	18	\$ 81,000.00
CONNECT TO EXISTING STORM LINE	\$ 500.00	EA.	2	\$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	2	\$ 3,600.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	1	\$ 2,800.00
4' X 4' HEADWALL	\$ 5,000.00	EA.	1	\$ 5,000.00
8' X 4' HEADWALL	\$ 16,500.00	EA.	2	\$ 33,000.00
ROCK-RIP-RAP	\$ 50.00	S.Y.	270	\$ 13,500.00
TRENCH SAFETY	\$ 1.00	L.F.	2630	\$ 2,630.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 33,463.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,365.75
TOTAL				\$ 376,458.75

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Opinion of Probable Cost
MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 135
Prepared: 05/19/14

Total Acres: 57
Revised: 11/22/16

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$0.00

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	S.Y.	28800	\$ 86,400.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TON	518	\$ 80,290.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	S.Y.	27000	\$ 810,000.00
CONNECT TO EXISTING	\$ 500.00	EA.	8	\$ 4,000.00
4' SIDEWALK	\$ 4.50	S.F.	6200	\$ 27,900.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	33	\$ 36,300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 10,000.00	L.S.	1	\$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	\$ 400.00	EA.	11	\$ 4,400.00
STREET NAME BLADE	\$ 400.00	EA.	25	\$ 10,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 106,929.00
MISCELLANEOUS ITEMS (2.5%)				\$ 26,732.25
TOTAL				\$ 1,202,951.25

PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8' TRAIL	\$ 4.00	S.F.	15000	\$ 60,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,000.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,500.00
TOTAL				\$ 67,500.00

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 4,900.00	L.S.	1	\$ 4,900.00
ENGINEERING REVIEW FEE	\$ 5,000.00	L.S.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 93,472.65	L.S.	1	\$ 93,472.65
WETLANDS REPORT	\$ 2,500.00	L.S.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	L.S.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	L.S.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT	165	\$ 41,250.00
SWPPP ADMINISTRATION	\$ 5,000.00	L.S.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	L.S.	1	\$ 5,000.00
TOTAL				\$ 172,622.65

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 2,700.00	L.S.	1	\$ 2,700.00
TOTAL				\$ 2,700.00

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 188
Prepared: 05/19/14

Total Acres: 50
Revised: 11/22/16

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	\$69,609	\$370	\$1,392
EROSION CONTROL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
EXCAVATION (DIRECT)	\$115,988	\$617	\$2,320
EXCAVATION (MAJOR IMPROVEMENTS)	\$61,875	\$329	\$1,238
RETAINING WALL (DIRECT)	\$0	\$0	\$0
RETAINING WALL (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
WATER (DIRECT)	\$492,609	\$2,620	\$9,852
WATER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
SANITARY SEWER (DIRECT)	\$379,688	\$2,020	\$7,594
SANITARY SEWER (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
STORM SEWER (DIRECT)	\$364,815	\$1,941	\$7,296
STORM SEWER (MAJOR IMPROVEMENTS)	\$54,000	\$287	\$1,080
PAVING (DIRECT)	\$1,008,473	\$5,364	\$20,169
PAVING (MAJOR IMPROVEMENTS)	\$0	\$0	\$0
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	\$174,323	\$927	\$3,486
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	\$2,160	\$11	\$43
GRAND TOTAL	\$2,723,540	\$14,487	\$54,471

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Opinion of Probable Cost
MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **188**
Prepared: **05/19/14**

Total Acres: **50**
Revised: **11/22/16**

EROSION CONTROL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	\$ 1.50	L.F.	5700	\$ 8,550.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	\$ 12,000.00	EA.	2	\$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	\$ 1.25	L.F.	12800	\$ 16,000.00
8' ROLL OF CURLEX WITH SEED	\$ 1.50	L.F.	1300	\$ 1,950.00
DISK & SEED	\$ 325.00	AC.	35	\$ 11,375.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 6,187.50
MISCELLANEOUS ITEMS (2.5%)				\$ 1,546.88
TOTAL				\$ 69,609.38

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

EXCAVATION (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING	\$ 1,700.00	AC.	35	\$ 59,500.00
CONSTRUCTION ENTRANCE	\$ 2,000.00	EA.	2	\$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	\$ 2.20	CY.	18000	\$ 39,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 10,310.00
MISCELLANEOUS ITEMS (2.5%)				\$ 2,577.50
TOTAL				\$ 115,987.50

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
POND EXCAVATION	\$ 2.20	C.Y.	25000	\$ 55,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 5,500.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,375.00
TOTAL				\$ 61,875.00

RETAINING WALL (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

WATER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. WATERLINE	\$ 21.00	L.F.	6600	\$ 138,600.00
8" P.V.C. WATERLINE BY BORE	\$ 300.00	L.F.	100	\$ 30,000.00
6" GATE VALVE & BOX	\$ 800.00	EA.	13	\$ 10,400.00
8" GATE VALVE & BOX	\$ 1,150.00	EA.	22	\$ 25,300.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	13	\$ 45,500.00
12" x 8" TAPPING SLEEVE & VALVE	\$ 6,000.00	EA.	1	\$ 6,000.00
8" x 8" TAPPING SLEEVE & VALVE	\$ 4,500.00	EA.	2	\$ 9,000.00
1" SINGLE SERVICE	\$ 650.00	EA.	188	\$ 122,200.00
1.5" IRRIGATION SERVICE	\$ 800.00	EA.	1	\$ 800.00
CONNECT TO EXISTING	\$ 500.00	EA.	4	\$ 2,000.00
MISCELLANEOUS FITTINGS	\$ 7,500.00	TN.	5.5	\$ 41,250.00
REMOVE EXISTING WATER MAIN AND VALVES	\$ 12.50	L.F.	150	\$ 1,875.00
TESTING & CHLORINATION	\$ 0.75	L.F.	6600	\$ 4,950.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 43,787.50
MISCELLANEOUS ITEMS (2.5%)				\$ 10,946.88
TOTAL				\$ 492,609.38

WATER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Opinion of Probable Cost
MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: **188**
Prepared: **05/19/14**

Total Acres: **50**
Revised: **11/22/16**

SANITARY SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
8" P.V.C. PIPE	\$ 22.00	LF.	6600	\$ 145,200.00
4' DIAMETER MANHOLE	\$ 3,000.00	EA.	12	\$ 36,000.00
4' DIAMETER DROP MANHOLE	\$ 6,000.00	EA.	2	\$ 12,000.00
CLEANOUT	\$ 500.00	EA.	1	\$ 500.00
CONNECT TO EXISTING	\$ 500.00	EA.	2	\$ 1,000.00
4" SERVICE LINES	\$ 600.00	EA.	188	\$ 112,800.00
2000 PSI CONCRETE ENCASEMENT	\$ 35.00	L.F.	200	\$ 7,000.00
REMOVE EXISTING SANITARY SEWER MAIN	\$ 10.00	L.F.	650	\$ 6,500.00
TRENCH SAFETY	\$ 1.50	L.F.	6600	\$ 9,900.00
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	6600	\$ 6,600.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 33,750.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,437.50
TOTAL				\$ 379,687.50

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

STORM SEWER (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
18" R.C.P. (Reinforced Concrete Pipe)	\$ 40.00	L.F.	300	\$ 12,000.00
21" R.C.P.	\$ 45.00	L.F.	300	\$ 13,500.00
24" R.C.P.	\$ 50.00	L.F.	1400	\$ 70,000.00
30" R.C.P.	\$ 65.00	L.F.	220	\$ 14,300.00
33" R.C.P.	\$ 70.00	L.F.	540	\$ 37,800.00
36" R.C.P.	\$ 80.00	L.F.	100	\$ 8,000.00
42" R.C.P.	\$ 110.00	L.F.	520	\$ 57,200.00
CURB INLET	\$ 4,500.00	EA.	17	\$ 76,500.00
STORM SEWER MANHOLE	\$ 4,000.00	EA.	5	\$ 20,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	\$ 1,800.00	EA.	1	\$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	\$ 2,800.00	EA.	1	\$ 2,800.00
ROCK-RIP-RAP	\$ 50.00	SY.	50	\$ 2,500.00
REMOVE EXISTING STORM SEWER MAIN	\$ 20.00	L.F.	200	\$ 4,000.00
REMOVE DROP INLET AND CONNECT TO EXISTING RCP	\$ 500.00	EA.	1	\$ 500.00
TRENCH SAFETY	\$ 1.00	L.F.	3380	\$ 3,380.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 32,428.00
MISCELLANEOUS ITEMS (2.5%)				\$ 8,107.00
TOTAL				\$ 364,815.00

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
POND FOUNTAIN	\$ 30,000.00	EA.	1	\$ 30,000.00
POND OUTLET STRUCTURE	\$ 18,000.00	EA.	1	\$ 18,000.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 4,800.00
MISCELLANEOUS ITEMS (2.5%)				\$ 1,200.00
TOTAL				\$ 54,000.00

PAVING (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
6" LIME TREATED SUBGRADE	\$ 3.00	SY.	24100	\$ 72,300.00
HYDRATED LIME (36 LBS/SY)	\$ 155.00	TN.	434	\$ 67,270.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	\$ 30.00	SY.	22600	\$ 678,000.00
4' SIDEWALK	\$ 4.50	SF.	1400	\$ 6,300.00
BARRIER FREE RAMPS	\$ 1,100.00	EA.	31	\$ 34,100.00
SAWCUT AND REMOVE EX CONCRETE PAVEMENT	\$ 15.00	S.F.	350	\$ 5,250.00
REMOVE EXISTING STREET SIGNS	\$ 100.00	EA.	3	\$ 300.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	\$ 4,500.00	EA.	5	\$ 22,500.00
STREET NAME BLADE	\$ 400.00	EA.	26	\$ 10,400.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 89,642.00
MISCELLANEOUS ITEMS (2.5%)				\$ 22,410.50
TOTAL				\$ 1,008,472.50

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Opinion of Probable Cost
MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: 188
Prepared: 05/19/14

Total Acres: 50
Revised: 11/22/16

PAVING (MAJOR IMPROVEMENTS)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
TOTAL				\$ -

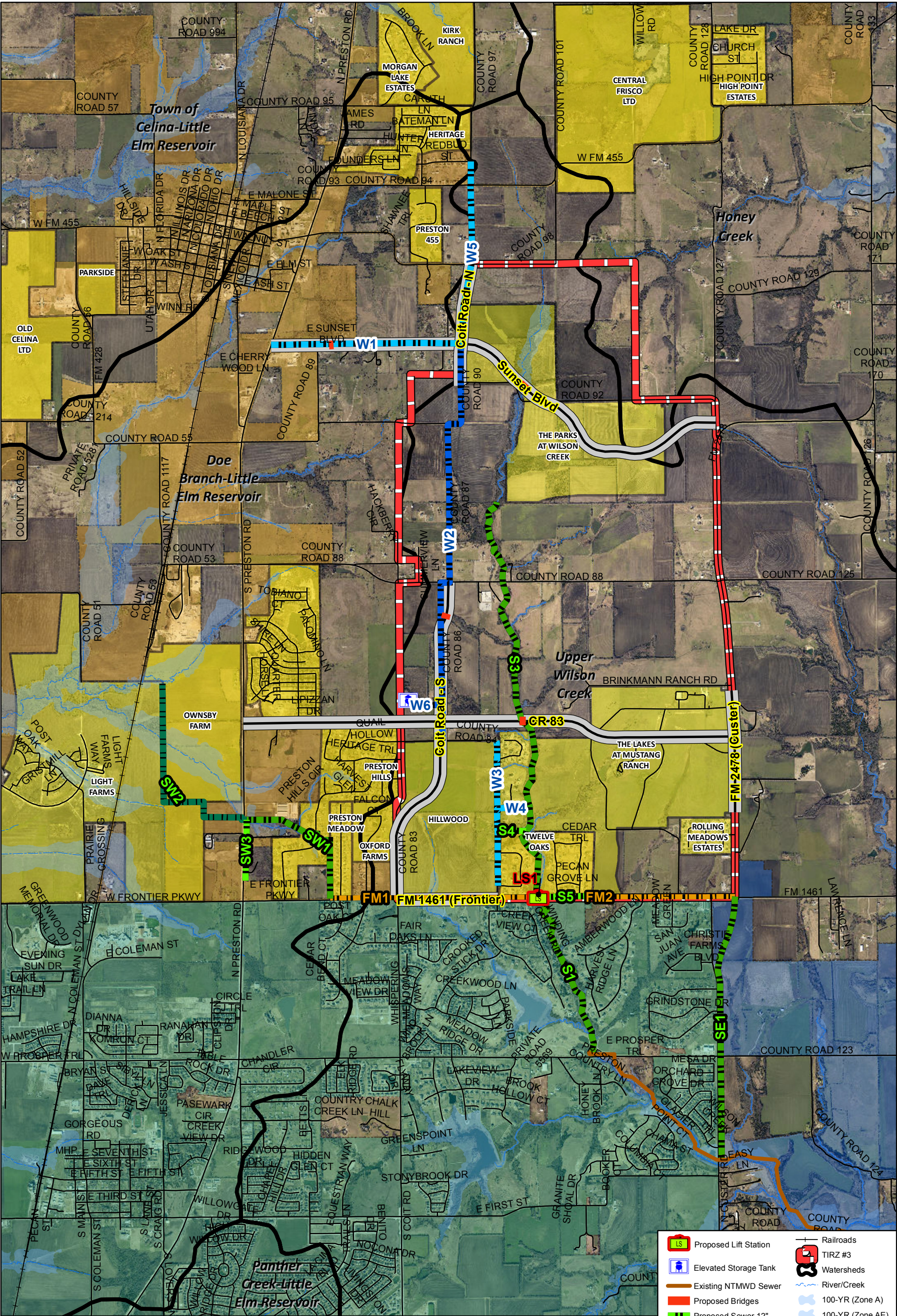
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
PLATTING FEE	\$ 4,500.00	LS.	1	\$ 4,500.00
ENGINEERING REVIEW FEE	\$ 5,000.00	LS.	1	\$ 5,000.00
INSPECTION FEE (4%)	\$ 89,823.38	LS.	1	\$ 89,823.38
WETLANDS REPORT	\$ 2,500.00	LS.	1	\$ 2,500.00
ENVIRONMENTAL PHASE 1	\$ 5,500.00	LS.	1	\$ 5,500.00
GEO-TECHNICAL REPORT	\$ 10,000.00	LS.	1	\$ 10,000.00
MATERIAL TESTING	\$ 250.00	LOT.	188	\$ 47,000.00
SWPPP ADMINISTRATION	\$ 5,000.00	LS.	1	\$ 5,000.00
PRINTS & COURIER SERVICE	\$ 5,000.00	LS.	1	\$ 5,000.00
TOTAL				\$ 174,323.38

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
INSPECTION FEE (4%)	\$ 2,160.00	L.S.	1	\$ 2,160.00
TOTAL				\$ 2,160.00

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Appendix C

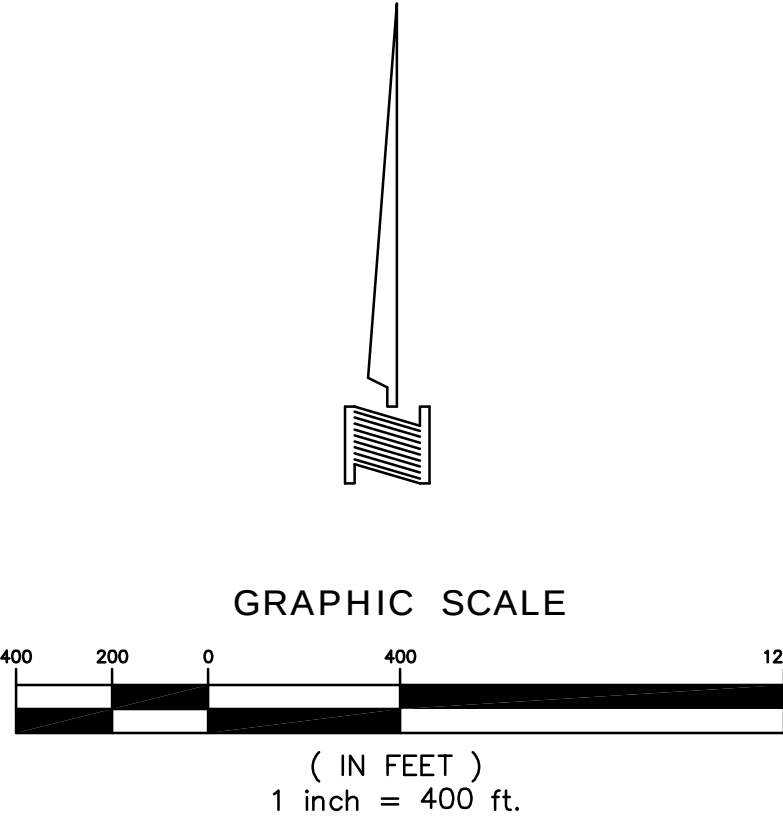
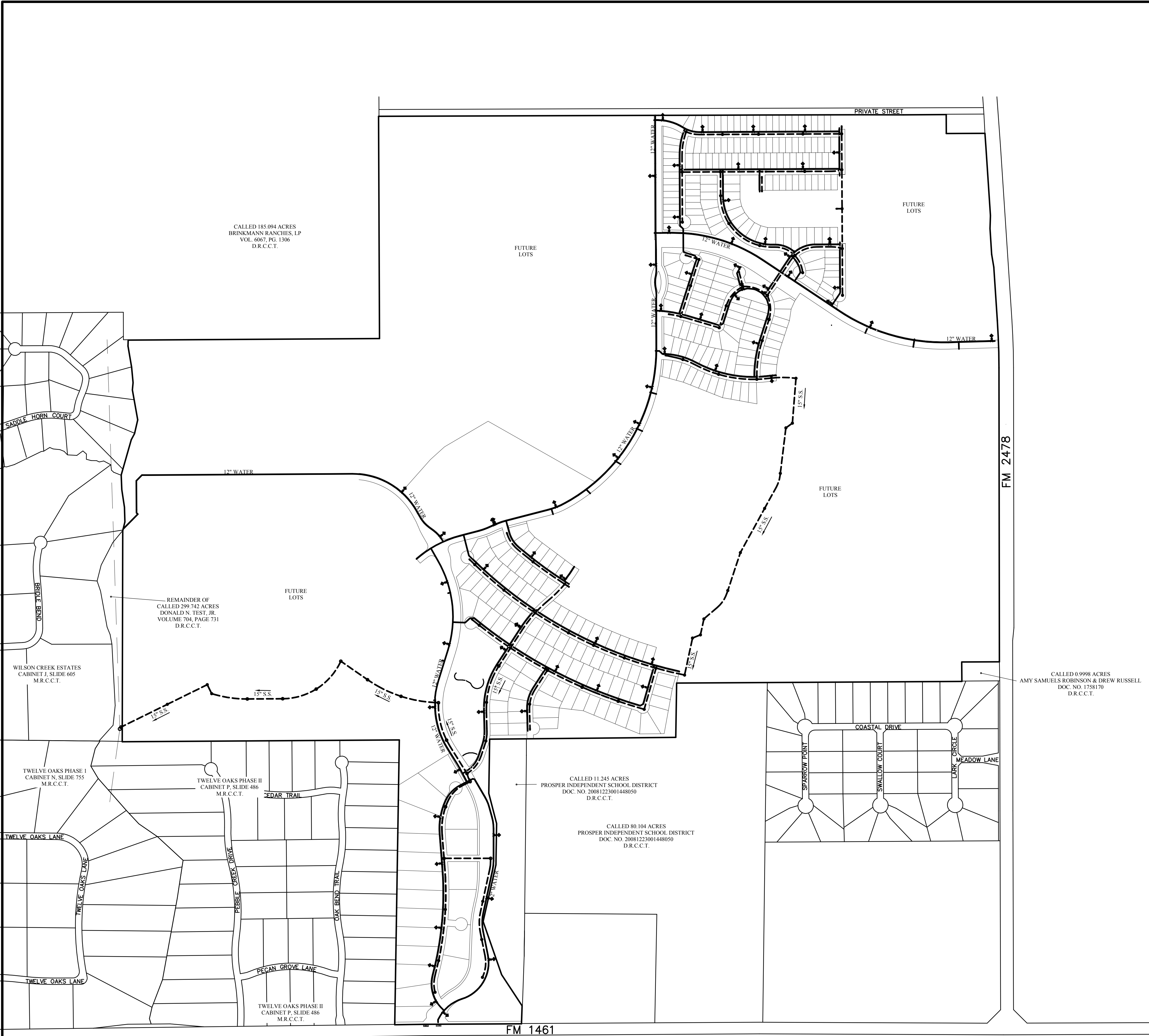
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



**OFF-SITE
MAJOR IMPROVEMENTS
CELINA, TEXAS**



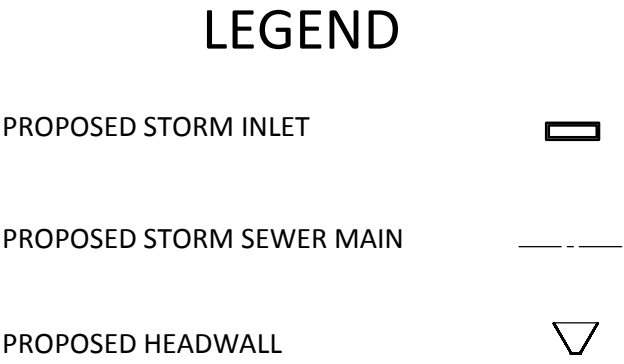
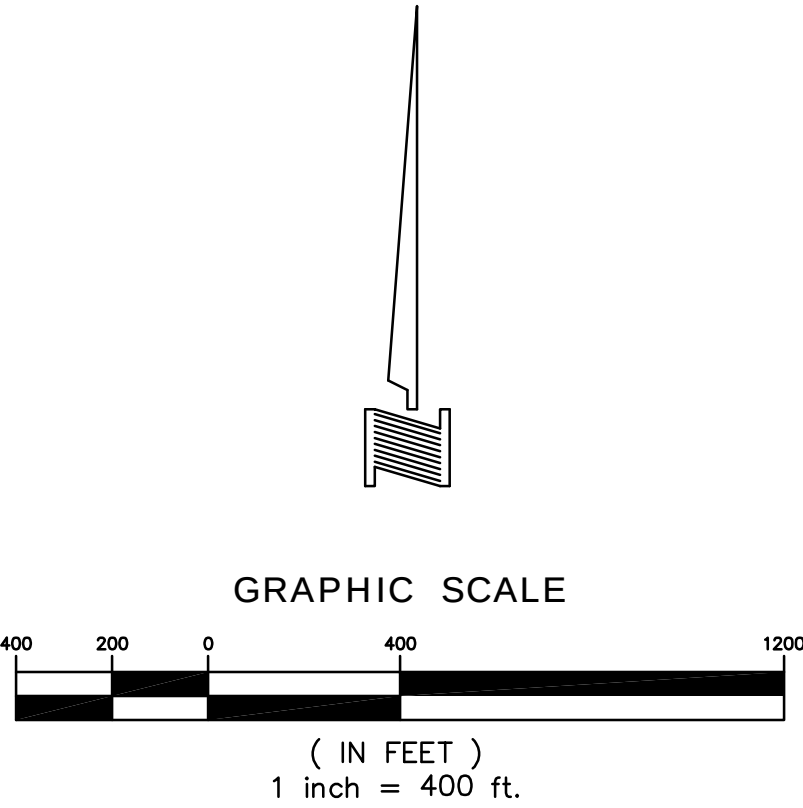
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|--------------------------|------------------|
| Proposed Lift Station | Railroads |
| Elevated Storage Tank | TIRZ #3 |
| Existing NTMWD Sewer | Watersheds |
| Proposed Bridges | River/Creek |
| Proposed Sewer 12" | 100-YR (Zone A) |
| Proposed Sewer 21" | 100-YR (Zone AE) |
| Proposed Sewer 24" | Developments |
| Proposed Force Main | Weston |
| Proposed Water 12" | Prosper |
| Proposed Water 18" | McKinney |
| Proposed Paving/Drainage | Celina |
| Roads | |



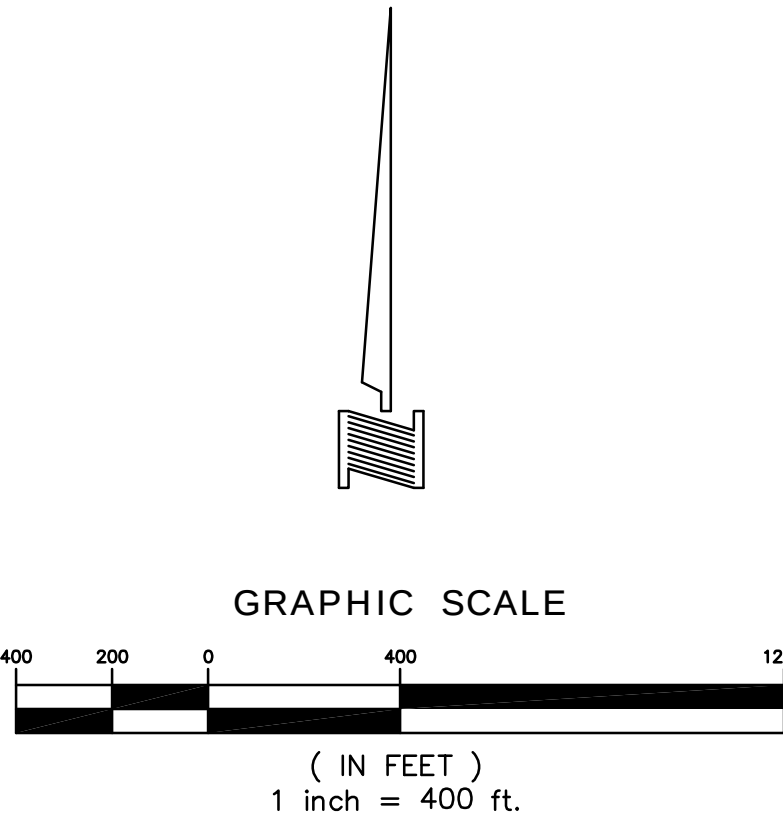
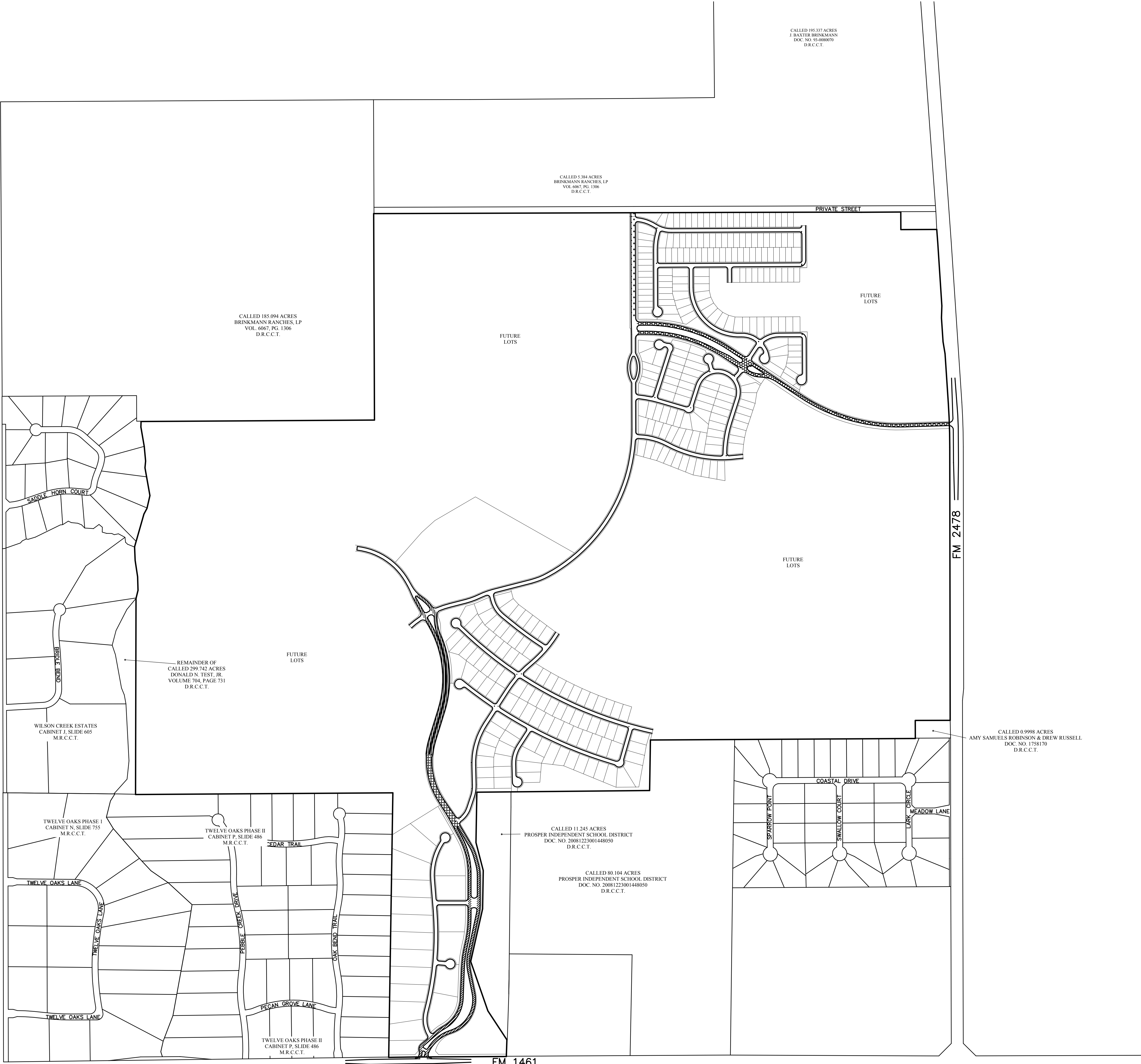
- LEGEND**
- PROPOSED SANITARY SEWER MANHOLE ○
 - PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE) ---
 - PROPOSED FIRE HYDRANT ⬆
 - PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE) —

**WATER & SANITARY
SEWER EXHIBIT**

**LAKES AT MUSTANG RANCH
PHASE I**



STORM SEWER & DETENTION EXHIBIT
LAKES AT MUSTANG RANCH
PHASE I



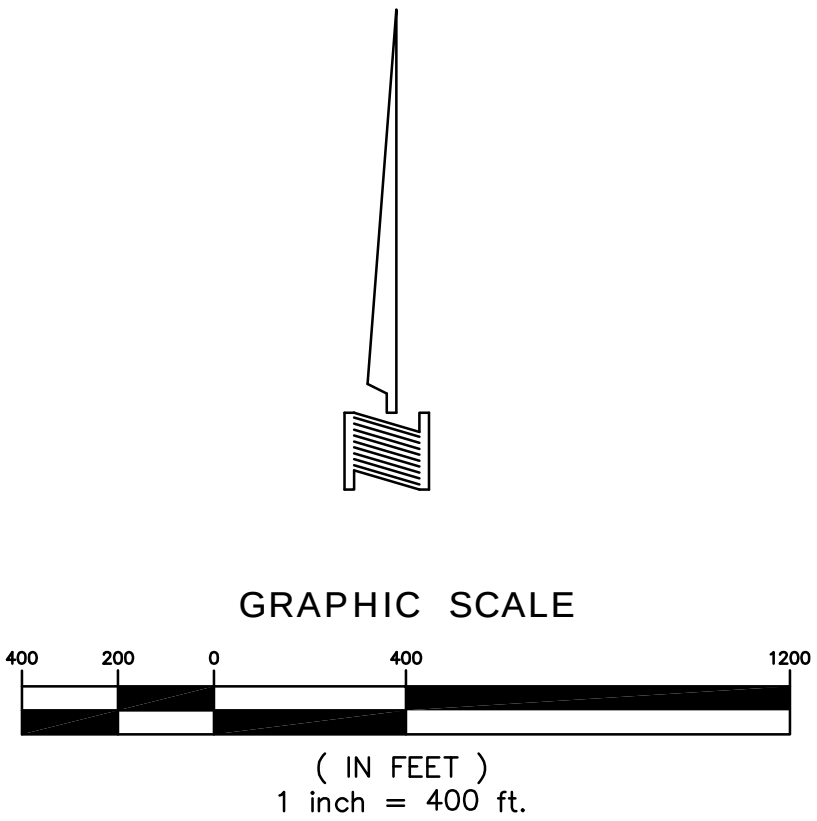
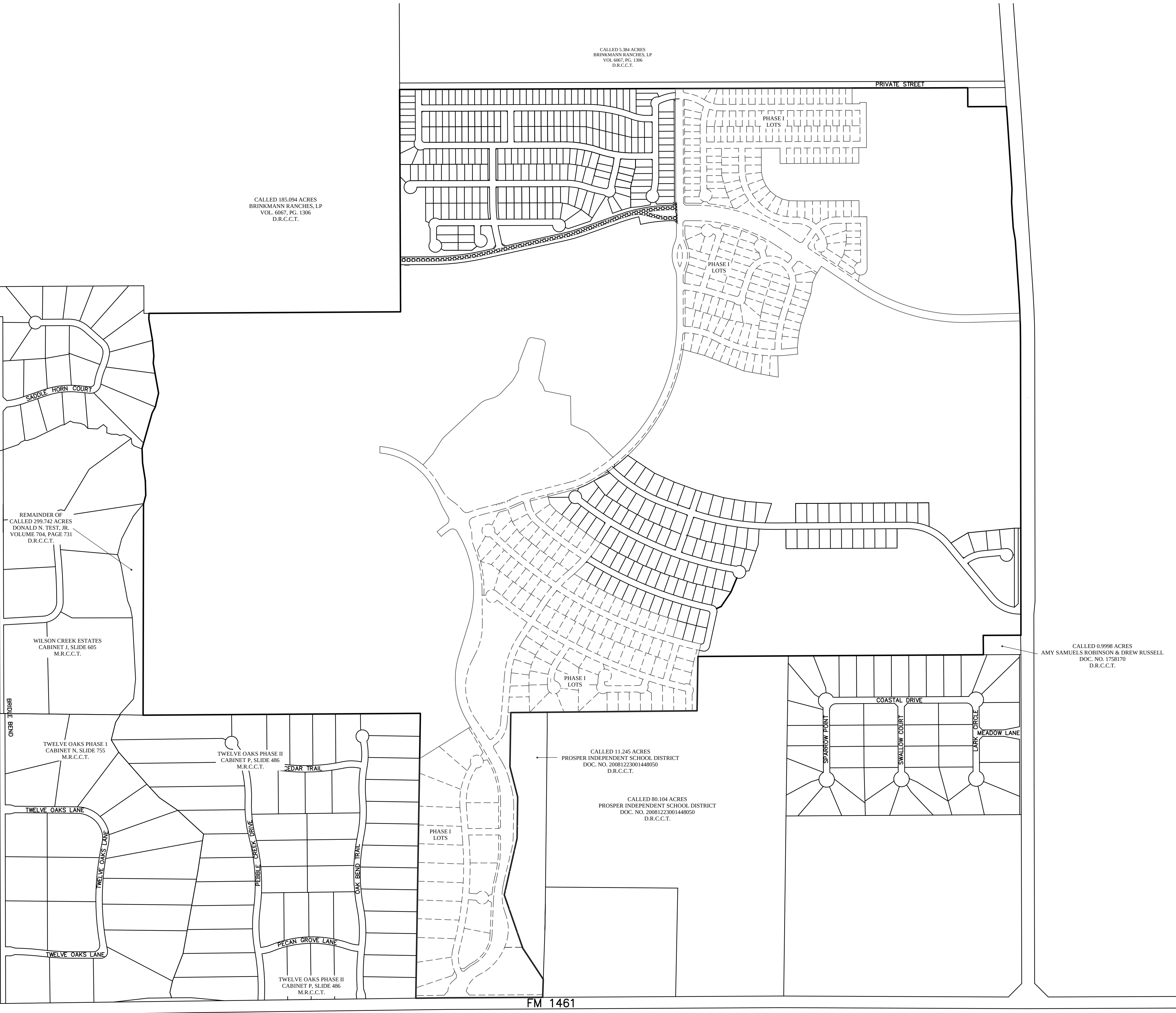
LEGEND

- 45' B-B [grid pattern]
- 37' B-B [dotted pattern]
- 2-25' B-B [cross-hatch pattern]
- 2-23' B-B [diagonal line pattern]

ALL OTHER STREETS
SHALL BE 31' B-B.

PAVING EXHIBIT

LAKES AT MUSTANG RANCH
PHASE I

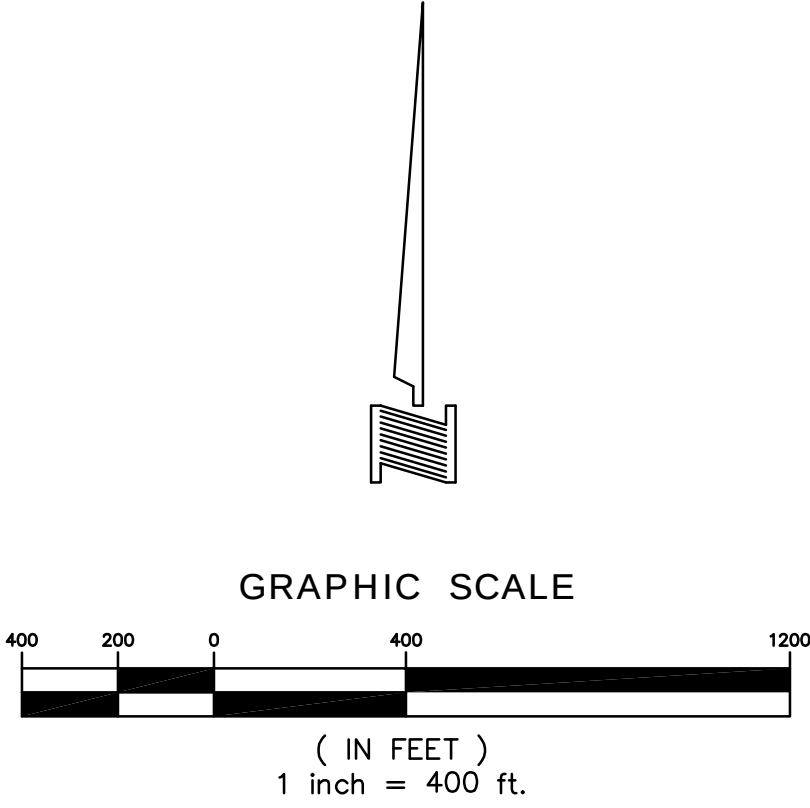
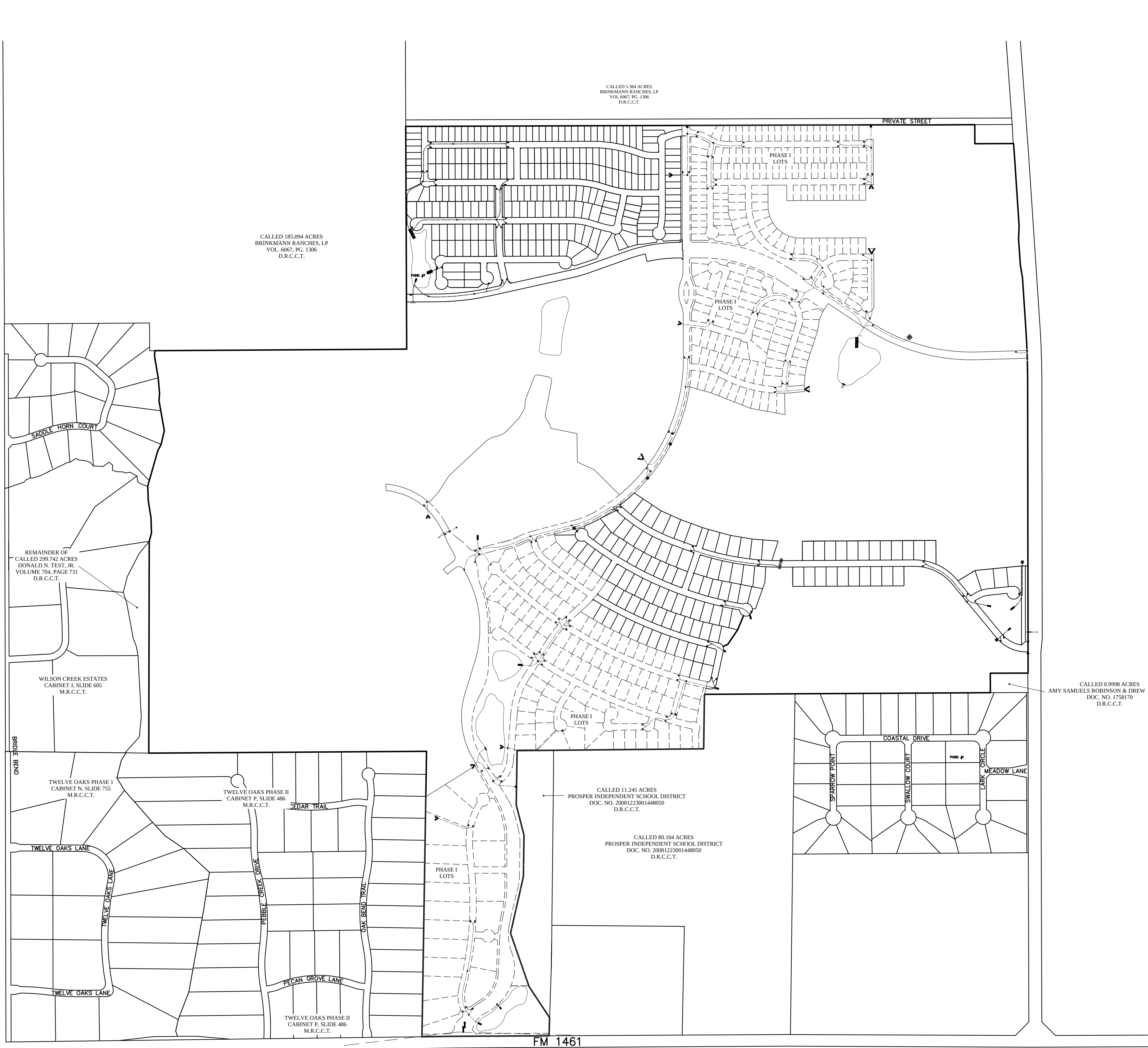


LEGEND

- 2-25' B-B
- ALL OTHER STREETS SHALL BE 31' B-B.

PAVING EXHIBIT

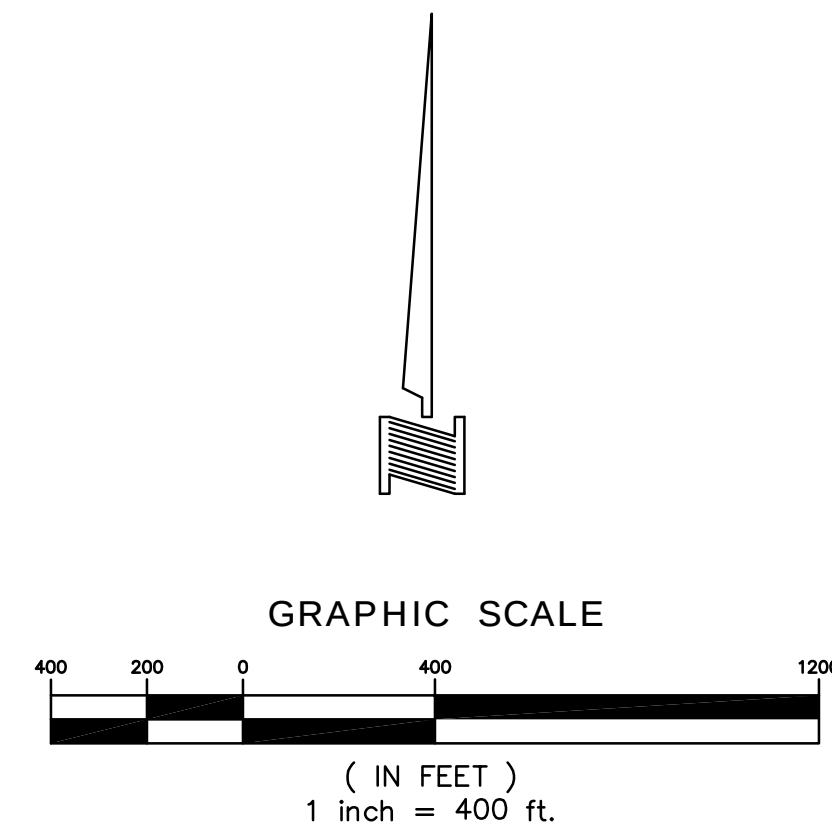
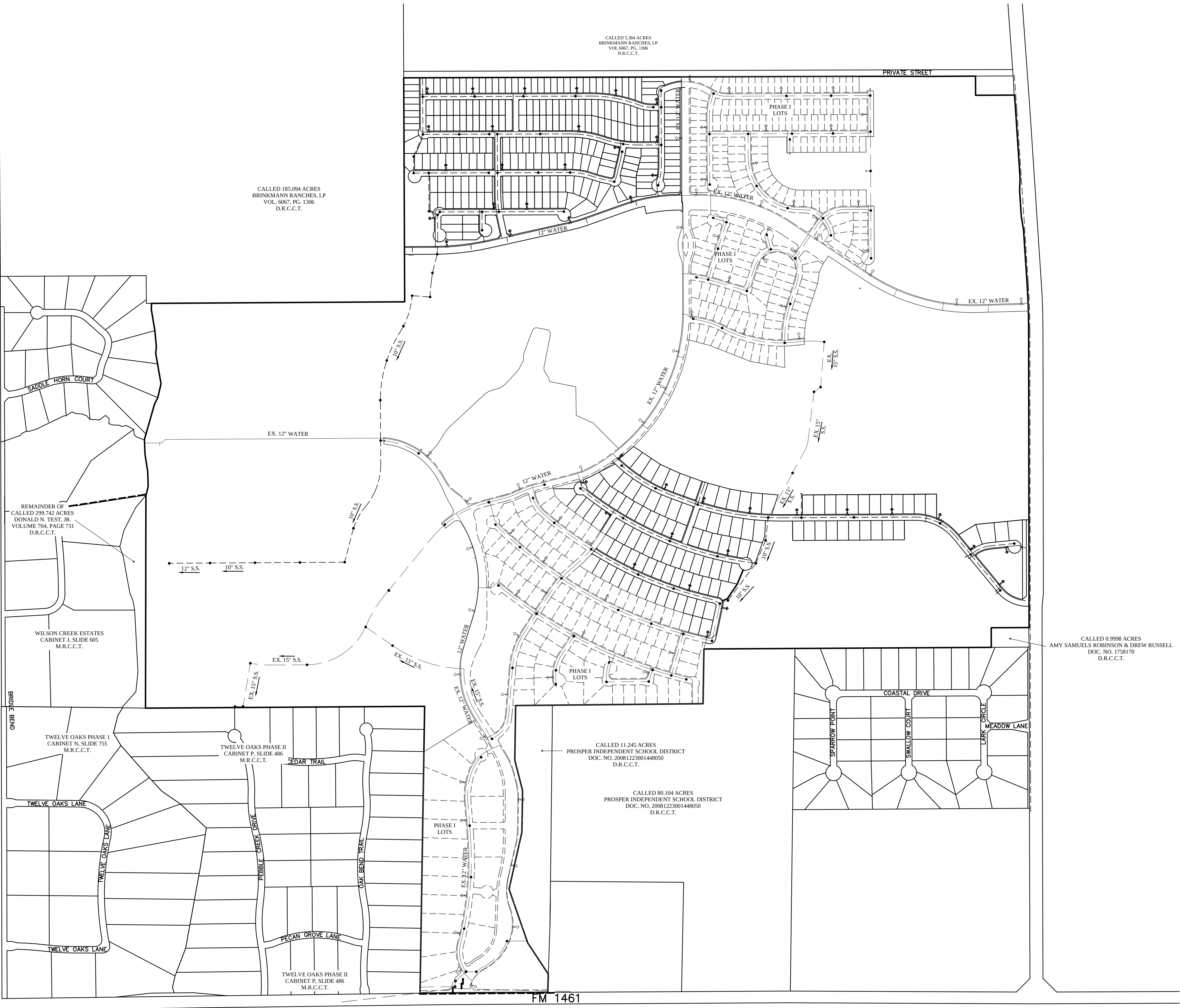
MUSTANG LAKES
PHASE TWO



- LEGEND**
- PROPOSED STORM INLET
 - PROPOSED STORM SEWER MAIN
 - PH 1 STORM SEWER MAIN
 - PROPOSED HEADWALL

**STORM SEWER &
DETENTION EXHIBIT**

**MUSTANG LAKES
PHASE TWO**



- LEGEND**
- PROPOSED SANITARY SEWER MANHOLE ○
 - PHASE ONE 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE) — —
 - PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE) — —
 - PROPOSED FIRE HYDRANT ⚡
 - PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE) — —
 - PHASE ONE 8" WATER MAIN (UNLESS NOTED OTHERWISE) — —

WATER & SANITARY SEWER EXHIBIT

MUSTANG LAKES

PHASE TWO

Appendix D**LOT TYPES AND EQUIVALENT UNITS**

For purposes of allocating the Assessments, the Assessed Property has been classified in one of six Lot Types. The following table shows the proposed residential Lot Types within the PID.

Table D-1
Proposed Development within the PID

Lot Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	One-acre Lots	48 units
Lot Type 2	100 Ft Lots	18 units
Lot Type 3	86 Ft Lots	163 units
Lot Type 4	74 Ft Lots	458 units
Lot Type 5	60 Ft Lots	495 units
Lot Type 6	50 Ft Lots	590 units
Total		1,772 Units

Table D-2 below shows the proposed residential Lot Types within Phase #1.

Table D-2
Proposed Development – Phase #1

Lot Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	One-acre Lots	18 Units
Lot Type 2	100 Ft Lots	0 Units
Lot Type 3	86 Ft Lots	48 Units
Lot Type 4	74 Ft Lots	56 Units
Lot Type 5	60 Ft Lots	104 Units
Lot Type 6	50 Ft Lots	109 Units
Total		335 Units

Table D-3 below shows the proposed residential Lot Types within Phases #2 - 9.

Table D-3
Proposed Development – Phases #2-9

Lot Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	One-acre Lots	30 Units
Lot Type 2	100 Ft Lots	18 Units
Lot Type 3	86 Ft Lots	115 Units
Lot Type 4	74 Ft Lots	402 Units
Lot Type 5	60 Ft Lots	391 Units
Lot Type 6	50 Ft Lots	481 Units
Total		1,437 Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Major Improvements to be financed with the Phases #2 – 9 Major Improvement Bonds shall be allocated to the Phases #2 - 9 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Phases #2 - 9 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., One-acre, 100 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications (from Lot Type 1 (One-acre Lots) representing the highest value to Lot Type 6 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table D-4 below. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (One-acre Lots) to 1.0.

Table D-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (One-acre Lot)	\$825,000	1.00 per dwelling unit
Lot Type 2 (100 Ft Lot)	\$725,000	0.88 per dwelling unit
Lot Type 3 (86 Ft Lot)	\$688,000	0.83 per dwelling unit
Lot Type 4 (74 Ft Lot)	\$592,000	0.72 per dwelling unit
Lot Type 5 (60 Ft Lot)	\$480,000	0.58 per dwelling unit
Lot Type 6 (50 Ft Lot)	\$400,000	0.48 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table D-5 below as calculated based on the Equivalent Unit factors shown above in Table D-4, estimated Lot Types and number of units estimated to be built within Phase 1.

Table D-5
Estimated Equivalent Units- Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	18	1.00	18.00
Lot Type 2 (100 Ft Lot)	0	0.88	0.00
Lot Type 3 (86 Ft Lot)	48	0.83	39.84
Lot Type 4 (74 Ft Lot)	56	0.72	40.32
Lot Type 5 (60 Ft Lot)	104	0.58	60.32
Lot Type 6 (50 Ft Lot)	109	0.48	52.32
Total Equivalent Units	335		210.80

The total estimated Equivalent Units for Phases #2 - 9 are shown in Table D-6 below as calculated based on the Equivalent Unit factors shown in Table D-4, estimated Lot Types and number of units estimated to be built within Phases #2 - 9.

Table D-6
Estimated Equivalent Units- Phases #2-9

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	30	1.00	30.00
Lot Type 2 (100 Ft Lot)	18	0.88	15.84
Lot Type 3 (86 Ft Lot)	115	0.83	95.45
Lot Type 4 (74 Ft Lot)	402	0.72	289.44
Lot Type 5 (60 Ft Lot)	391	0.58	226.78
Lot Type 6 (50 Ft Lot)	481	0.48	230.88
Total Equivalent Units	1,437		888.39

Table D-7 below shows the proposed residential Lot Types within Phase #2.

Table D-7
Proposed Development – Phase #2

Lot Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	One-acre Lots	0 units
Lot Type 2	100 Ft Lots	4 units
Lot Type 3	86 Ft Lots	49 units
Lot Type 4	74 Ft Lots	68 units
Lot Type 5	60 Ft Lots	68 units
Lot Type 6	50 Ft Lots	171 units
Total		360 units

The total estimated Equivalent Units for Phase #2 are shown in Table D-8 below as calculated based on the Equivalent Unit factors shown above in Table D-4, estimated Lot Types and number of units estimated to be built within Phase #2.

Table D-8
Estimated Equivalent Units- Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	0	1.00	0.00
Lot Type 2 (100 Ft Lot)	4	0.88	3.52
Lot Type 3 (86 Ft Lot)	49	0.83	40.67
Lot Type 4 (74 Ft' Lot)	68	0.72	48.96
Lot Type 5 (60 Ft Lot)	68	0.58	39.44
Lot Type 6 (50 Ft Lot)	171	0.48	82.08
Total Equivalent Units	360		214.67

Appendix E**ALLOCATION OF ASSESSMENTS****Calculation of the Total Assessments applicable to Phases #1 and Phases #2 – 9**

As shown in Section IV, Table IV-A of the Service and Assessment Plan, the total amounts of the Phases # 2 – 9 Major Improvement Bonds, the Reimbursement Agreement obligation for the Phases # 2-9 Major Improvements not financed by the Phases #2 – 9 Major Improvement Bonds, the Phase #1 Bonds, the City Contributed Major Improvements allocable to the PID, are \$13,150,000, \$5,000,000, and \$3,730,000, respectively. As shown in Section V, Table V-A of the Service and Assessment Plan, the proration percentages applicable to Phases #1 and Phases #2 – 9, as calculated based on the Equivalent Units, are 18.76% and 81.24%, respectively. Table E-1 below shows the amounts of Assessments allocated to Phases #1 and Phases #2 – 9, based on these total amounts and proration percentages.

Table E-1
Allocation of Total Assessments to
Phases #1 Assessed Property and Phases #2 – 9 Assessed Property

Description	Total Amount	Percentage applicable to Phases #1 Assessed Property	Percentage applicable to Phases #2-9 Assessed Property	Total Amount allocated to Phases #1 Assessed Property	Total Amount Allocated to Phases #2-9 Assessed Property
Phases #2-9 Major Improvement Bonds	\$13,150,000	0.00%	100.00%	\$0	\$13,150,000
Reimbursement Agreement for Phases #2-9 Major Improvements	\$5,000,000	0.00%	100.00%	\$0	\$5,100,000
Phase #1 Bonds	\$9,000,000	100.00%	0.00%	\$9,000,000	\$0
City Contributed Major Improvements	\$3,730,000	18.76%	81.26%	\$699,913	\$3,030,087
Total Assessments	\$30,880,000			\$9,699,913	\$21,180,087

A) Allocation of Assessments to Lot Types in Phases #2 - 9

As shown in Table E-1 above, the total Assessments allocated to Phases #2 – 9 Assessed Property, is \$21,180,087. As shown in Appendix D, there are a total of 888.39 estimated Equivalent Units in Phases #2 - 9, resulting in an Assessment per Equivalent Unit of \$23,840.98.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$23,840.98 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is \$23,840.98 (i.e. \$23,840.98 × 1.00). The Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is \$20,980.06 (i.e. \$23,840.98 × 0.88). Table E-2 sets forth the Assessment per dwelling unit for each of the Lot Types in Phases #2 - 9.

Table E-2
Assessment per Unit – Phases #2 – 9
for Phases #2 – 9 Major Improvements and City Contributed Major Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
<u>Residential</u>					
Lot Type 1	30	\$23,840.98	1.00	\$23,840.98 per dwelling unit	\$715,229
Lot Type 2	18	\$23,840.98	0.88	\$20,980.06 per dwelling unit	\$377,641
Lot Type 3	115	\$23,840.98	0.83	\$19,788.01 per dwelling unit	\$2,275,621
Lot Type 4	402	\$23,840.98	0.72	\$17,165.51 per dwelling unit	\$6,900,533
Lot Type 5	391	\$23,840.98	0.58	\$13,827.77 per dwelling unit	\$5,406,657
Lot Type 6	481	\$23,840.98	0.48	\$11,443.67 per dwelling unit	\$5,504,405
Total	1,437				\$21,180,088

B) Allocation of Assessments to Lot Types in Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #1, is \$9,699,913. As shown in Appendix D, there are a total of 210.80 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of \$46,014.77.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$46,014.77 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is \$46,014.77 (i.e. \$46,014.77 × 1.00). The Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is \$40,653.06 (i.e. \$46,014.77 × 0.88). Table E-3 sets forth the Assessment per dwelling unit for each of the Lot Types in Phase #1.

Table E-3
Assessment per Unit – Phase #1
for Phase #1 Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
<u>Residential</u>					
Lot Type 1	18	\$46,014.77	1.00	\$46,014.77 per dwelling unit	\$828,266
Lot Type 2	0	\$46,014.77	0.88	\$40,492.99 per dwelling unit	\$0
Lot Type 3	48	\$46,014.77	0.83	\$38,192.26 per dwelling unit	\$1,833,228
Lot Type 4	56	\$46,014.77	0.72	\$33,130.63 per dwelling unit	\$1,855,315
Lot Type 5	104	\$46,014.77	0.58	\$26,688.56 per dwelling unit	\$2,775,611
Lot Type 6	109	\$46,014.77	0.48	\$22,087.09 per dwelling unit	\$2,407,493
Total	335				\$9,699,913

C) Allocation of Assessments to Lot Types in Phase #2

As shown in Section IV of this Service and Assessment Plan, the total amount of the obligations under the Reimbursement Agreement for the Phase #2 Improvements, which represents the total Assessment to be allocated on all Parcels within Phase #2 for the Phase #2 Improvements, is \$5,300,000. As shown in Appendix D, there are a total of 214.67 estimated Equivalent Units in Phase #2, resulting in an Assessment per Equivalent Unit of \$24,689.06.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$24,689.06 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is \$24,689.06 (i.e. $\$24,689.06 \times 1.00$). The Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is \$21,726.37 (i.e. $\$24,689.06 \times 0.88$). Table E-4 sets forth the Assessment per dwelling unit for each of the Lot Types in Phase #2.

Table E-4
Assessment per Unit – Phase #2
For Phase #2 Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
<u>Residential</u>					
Lot Type 1	0	\$24,689.06	1.00	\$24,689.06 per dwelling unit	\$0
Lot Type 2	4	\$24,689.06	0.88	\$21,726.37 per dwelling unit	\$86,905
Lot Type 3	49	\$24,689.06	0.83	\$20,491.92 per dwelling unit	\$1,004,104
Lot Type 4	68	\$24,689.06	0.72	\$17,776.12 per dwelling unit	\$1,208,776
Lot Type 5	68	\$24,689.06	0.58	\$14,319.65 per dwelling unit	\$973,736
Lot Type 6	171	\$24,689.06	0.48	\$11,850.75 per dwelling unit	\$2,026,478
Total	360				\$5,300,000

Table E-5 below sets forth the combined Phases #2-9 Major Improvements related Assessment per dwelling unit and the Phase #2 Assessments per dwelling unit for each of the Lot Types in Phase #2.

**Table E-5
Combined Assessment per Unit – Phase #2**

Type	Planned No. of Units	Assessment per Unit (Phases #2-9 Major Improvements)	Assessment per Unit (Phase #2 Improvements)	Equivalent Unit Factor	Combined Phase #2 Assessment per Unit	Total Combined Assessment
<u>Residential</u>						
Lot Type 1	0	\$23,840.98	24,689.06	1.00	\$48,530.04 per dwelling unit	\$
Lot Type 2	4	\$20,980.06	21,726.37	0.88	\$42,706.43 per dwelling unit	\$170,82
Lot Type 3	49	\$19,788.01	20,491.92	0.83	\$40,279.93 per dwelling unit	\$1,973,71
Lot Type 4	68	\$17,165.51	17,776.12	0.72	\$34,941.63 per dwelling unit	\$2,376,03
Lot Type 5	68	\$13,827.77	14,319.65	0.58	\$28,147.42 per dwelling unit	\$1,914,02
Lot Type 6	171	\$11,443.67	11,850.75	0.48	\$23,294.42 per dwelling unit	\$3,983,32
Total	360					\$10,417,94

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Appendix F

Phases #2-9 Major Improvement Assessment Roll

**Parcel
Equivalent Units
Assessment**

**All Parcels
888.39
\$21,180,087**

Year	Principal and Interest¹	Principal and Interest²	Principal and Interest³	Administrative Expenses⁴	Total Annual Installment
1	\$663,434	\$264,500	\$0	\$35,000	\$962,934
2	\$963,050	\$361,000	\$122,492	\$35,700	\$1,482,242
3	\$1,213,050	\$445,000	\$146,320	\$36,414	\$1,840,784
4	\$1,195,675	\$438,935	\$246,911	\$37,142	\$1,918,663
5	\$1,203,300	\$443,870	\$252,148	\$37,885	\$1,937,203
6	\$1,184,188	\$447,011	\$252,782	\$38,643	\$1,922,623
7	\$1,190,075	\$439,430	\$252,929	\$39,416	\$1,921,850
8	\$1,194,225	\$442,849	\$248,470	\$40,204	\$1,925,749
9	\$1,196,638	\$444,474	\$251,759	\$41,008	\$1,933,879
10	\$1,197,313	\$446,377	\$250,384	\$41,828	\$1,935,901
11	\$1,196,250	\$436,486	\$248,658	\$42,665	\$1,924,058
12	\$1,192,250	\$436,594	\$250,628	\$43,518	\$1,922,990
13	\$1,186,438	\$446,981	\$251,991	\$44,388	\$1,929,798
14	\$1,178,813	\$445,851	\$248,605	\$45,276	\$1,918,545
15	\$1,169,375	\$442,927	\$248,903	\$46,182	\$1,907,387
16	\$1,183,125	\$440,282	\$248,717	\$47,105	\$1,919,229
17	\$1,168,250	\$446,842	\$252,152	\$48,047	\$1,915,291
18	\$1,176,563	\$440,885	\$250,834	\$49,008	\$1,917,291
19	\$1,156,250	\$445,207	\$248,982	\$49,989	\$1,900,428
20	\$1,157,500	\$448,013	\$250,655	\$50,988	\$1,907,156
21	\$1,155,000	\$449,302	\$251,606	\$52,008	\$1,907,916
22	\$1,148,750	\$449,075	\$0	\$53,048	\$1,650,874
23	\$1,163,750	\$458,332	\$0	\$54,109	\$1,676,192
24	\$1,148,125	\$454,279	\$0	\$55,191	\$1,657,595
25	\$1,153,750	\$458,709	\$0	\$56,295	\$1,668,755
26	\$1,128,750	\$458,901	\$0	\$57,421	\$1,645,072
27	\$0	\$0	\$0	\$0	\$0
28	\$0	\$0	\$0	\$0	\$0
29	\$0	\$0	\$0	\$0	\$0
30	\$0	\$0	\$0	\$0	\$0
Total	\$29,863,884	\$11,332,114	\$4,775,926	\$1,178,482	\$47,150,406

1 - The principal and interest amounts represent the debt service requirements of the Series 2015 Phases #2-9 Major Improvement Bonds at the interest rates. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

2 - The principal and interest amounts represent the estimated debt service requirements of the Reimbursement Agreement for the Major Improvements allocated to Phases #2-9 that are not paid by the Phases #2-9 Bonds. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

3 - The principal and interest amounts represent the estimated debt service requirements of the City Contributed Major Improvements Assessments. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Appendix G
Phase #1 Assessment Roll

Parcel
Equivalent Units
Assessment

All Parcels
210.80
\$9,699,913

Year	Principal and Interest¹	Principal and Interest²	Administrative Expenses³	Total Annual Installment
1	\$430,383	\$0	\$15,000	\$445,383
2	\$637,088	\$28,294	\$15,255	\$680,637
3	\$787,088	\$33,798	\$15,514	\$836,400
4	\$801,963	\$57,033	\$15,778	\$874,774
5	\$790,150	\$58,243	\$16,046	\$864,439
6	\$803,338	\$58,389	\$16,319	\$878,046
7	\$789,838	\$58,423	\$16,597	\$864,857
8	\$801,338	\$57,394	\$16,879	\$875,610
9	\$786,150	\$58,153	\$17,166	\$861,469
10	\$795,963	\$57,835	\$17,457	\$871,255
11	\$804,088	\$57,437	\$17,754	\$879,279
12	\$785,525	\$57,892	\$18,056	\$861,473
13	\$791,963	\$58,207	\$18,363	\$868,532
14	\$796,713	\$57,425	\$18,675	\$872,812
15	\$799,775	\$57,493	\$18,993	\$876,261
16	\$800,275	\$57,451	\$19,315	\$877,041
17	\$799,025	\$58,244	\$19,644	\$876,913
18	\$796,025	\$57,940	\$19,978	\$873,942
19	\$791,275	\$57,512	\$20,317	\$869,104
20	\$783,425	\$57,898	\$20,663	\$861,986
21	\$798,750	\$58,118	\$21,014	\$877,882
22	\$785,425	\$0	\$21,371	\$806,796
23	\$795,275	\$0	\$21,735	\$817,010
24	\$801,475	\$0	\$22,104	\$823,579
25	\$804,025	\$0	\$22,480	\$826,505
26	\$777,925	\$0	\$22,862	\$800,787
27	\$0	\$0	\$0	\$0
28	\$0	\$0	\$0	\$0
29	\$0	\$0	\$0	\$0
30	\$0	\$0	\$0	\$0
Total	\$20,134,258	\$1,103,179	\$485,335	\$21,722,772

1 - The principal and interest amounts represent the estimated debt service requirements of the Series 2015 Phases #1 Bonds. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

2 - The principal and interest amounts represent the estimated debt service requirements of the City Contributed Major Improvements Assessments. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)

Appendix H
Phase #2 Assessment Roll

Parcel
Equivalent Units
Assessment

All Parcels
214.67
\$5,300,000

Year	Principal and Interest¹	Administrative Expenses²	Total Annual Installment
1	\$470,110	\$20,000	\$490,110
2	\$470,110	\$20,340	\$490,450
3	\$565,110	\$20,686	\$585,796
4	\$561,684	\$21,037	\$582,721
5	\$557,814	\$21,395	\$579,209
6	\$403,500	\$21,759	\$425,259
7	\$402,043	\$22,129	\$424,172
8	\$405,293	\$22,505	\$427,797
9	\$402,955	\$22,887	\$425,842
10	\$405,324	\$23,277	\$428,601
11	\$402,106	\$23,672	\$425,778
12	\$403,595	\$24,075	\$427,669
13	\$399,496	\$24,484	\$423,980
14	\$400,104	\$24,900	\$425,004
15	\$400,125	\$25,323	\$425,448
16	\$399,559	\$25,754	\$425,313
17	\$398,406	\$26,192	\$424,598
18	\$396,666	\$26,637	\$423,303
19	\$399,339	\$27,090	\$426,429
20	\$396,132	\$27,550	\$423,682
21	\$397,337	\$28,019	\$425,356
22	\$397,662	\$28,495	\$426,157
23	\$397,107	\$28,980	\$426,086
24	\$395,671	\$29,472	\$425,143
25	\$773,354	\$29,973	\$803,327
26	\$772,851	\$30,483	\$803,334
27	\$0	\$0	\$0
28	\$0	\$0	\$0
29	\$0	\$0	\$0
30	\$0	\$0	\$0
Total	\$11,773,450	\$647,114	\$12,420,563

1 - The principal and interest amounts represent the estimated debt service requirements of the Reimbursement Agreement for the Phase #2 Improvements. The interest amounts are calculated using 8.87% per annum for years 1 to 5 and 5.87% per annum thereafter.

2 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Celina Mustang PID - SAP-updated for Phase 2-v2.6 (1845 : Mustang Lakes Phase 2 SAP Ordinance)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
Date: December 13, 2016
Re: Light Farms Way and Doe Branch Regional Park Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Light Farms Way and Doe Branch Regional Park being approximately 82.48 acres situated in the John Ragsdalre Survey, Abstract No. 734 Collin County, Texas comprised of two (2) recreational lots and one (1) amenity center lot. The property is situated north of Light Farms Way, South of CR 51 east of Dallas Parkway, and west of the BNSF Railroad. (Light Farms Way & Regional Park) (Liebman)

Background Information:

Staff has reviewed the proposed Final Plat for the Light Farms Way and Doe Branch regional park Construction Plat and has deemed it acceptable

Board Review/Citizen Input:

At the Planning and Zoning Commission Meeting on November 15, 2016 the Commission voted to recommend approval of the proposed construction plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

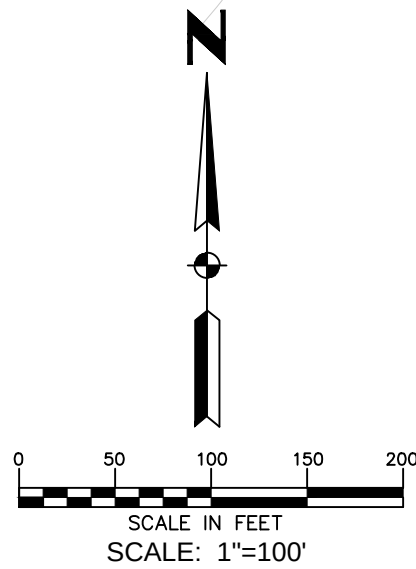
Supporting Documents:

- Proposed Plat

Staff Recommendation:



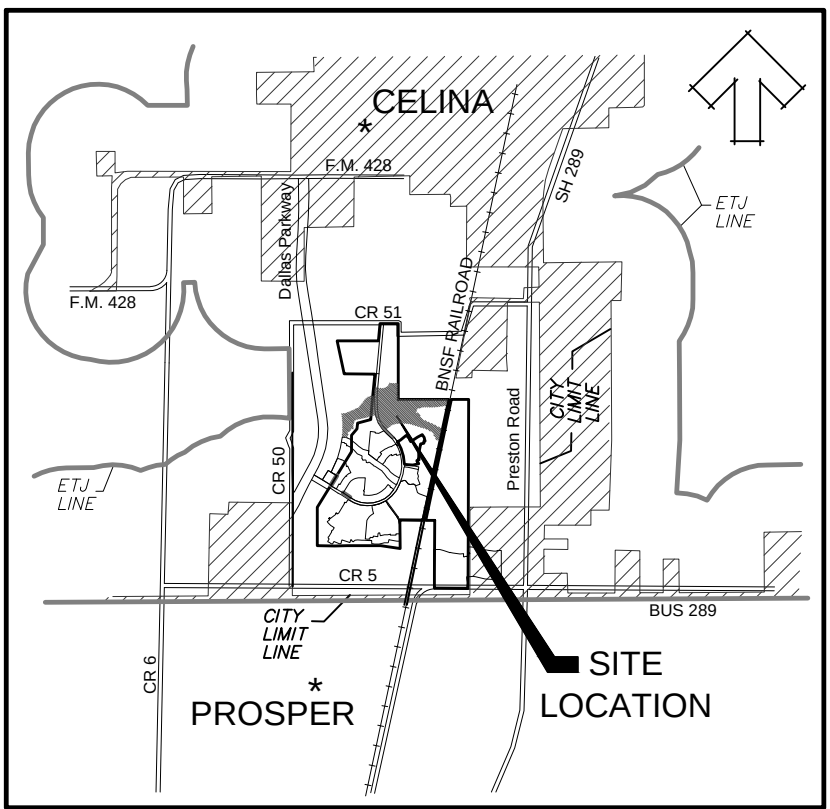
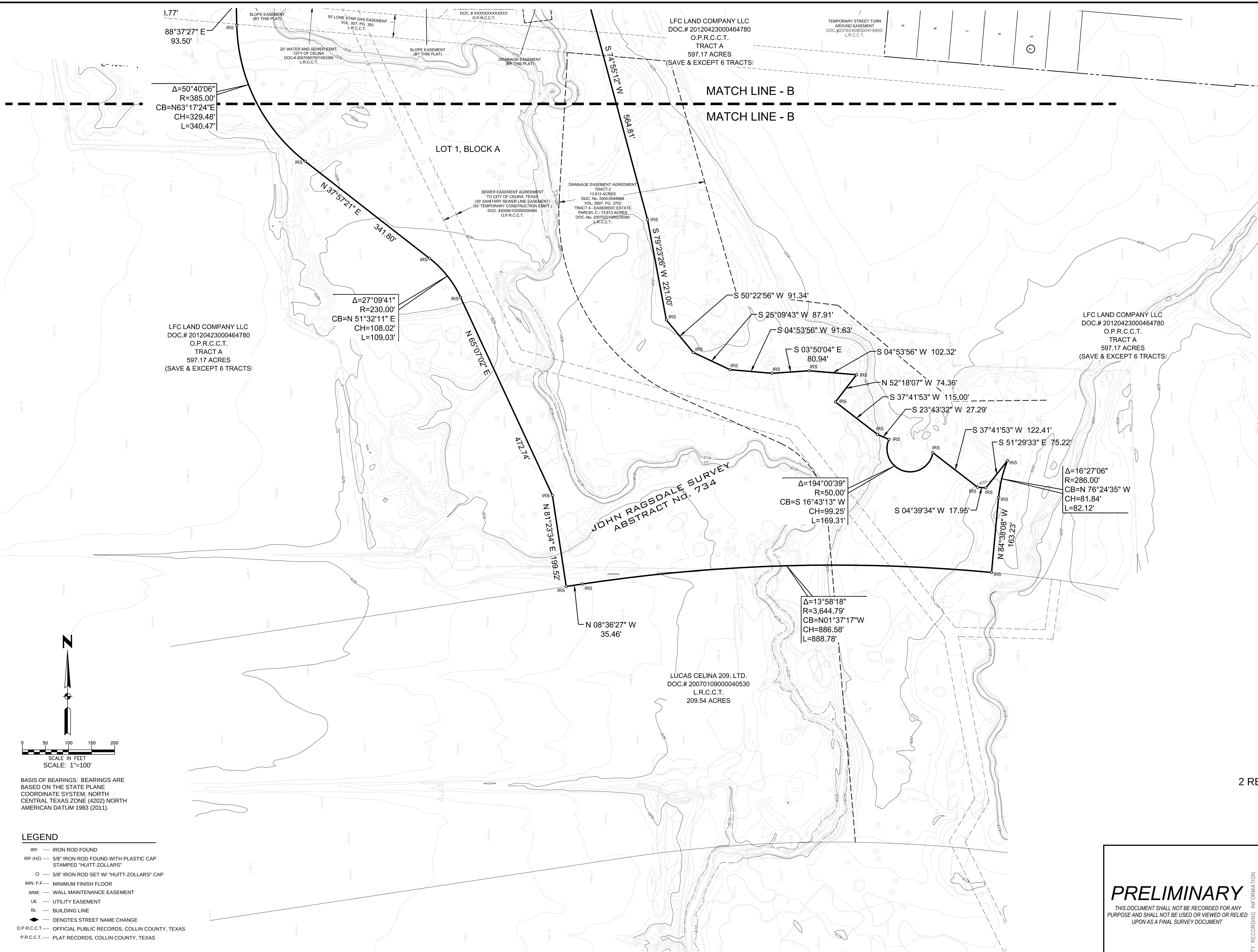
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DATE: Nov 07, 2016 3:04pm XREFS: LIGHT FARMS WAY EXTENSION-BD ALLMAP 14071MAP



BASIS OF BEARINGS: BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL TEXAS ZONE (4202) NORTH AMERICAN DATUM 1983 (2011).

LEGEND

- IRF — IRON ROD FOUND
- IRF (H2) — 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HUITT-ZOLLARS"
- — 5/8" IRON ROD SET W/ "HUITT-ZOLLARS" CAP
- MIN. F.F. — MINIMUM FINISH FLOOR
- WME — WALL MAINTENANCE EASEMENT
- UE — UTILITY EASEMENT
- BL — BUILDING LINE
- ◆ — DENOTES STREET NAME CHANGE
- O.P.R.C.C.T. — OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. — PLAT RECORDS, COLLIN COUNTY, TEXAS



VICINITY MAP
N.T.S.

NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. THE CARE, OWNERSHIP, AND MAINTENANCE OF ALL COMMON AREA LOTS 1X, 2X, & 3X, IS THE RESPONSIBILITY OF THE H.O.A.
4. ALL LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION USING 5/8" INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS". IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET REBAR, AN X CUT OR "MAG" NAIL WILL BE UTILIZED. THE CENTERLINE OF THE STREET RIGHT-OF-WAY WILL BE MONUMENTED WITH A SCRIBED "X" IN CONCRETE AT PCS, PTS AND INTERSECTION POINTS.

CONSTRUCTION PLAT
LIGHT FARMS
LIGHT FARMS WAY EXTENSION
& DOE BRANCH REGIONAL PARK
CONTAINING
2 RECREATIONAL LOTS, 1 AMENITY CENTER LOT
TOTALING 82.48 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS

OWNER
LFC LAND COMPANY, LLC.
8401 North Central Expressway, Suite 350, Dallas, TX 75225
Phone 214-292-3410 Fax 214-292-3411

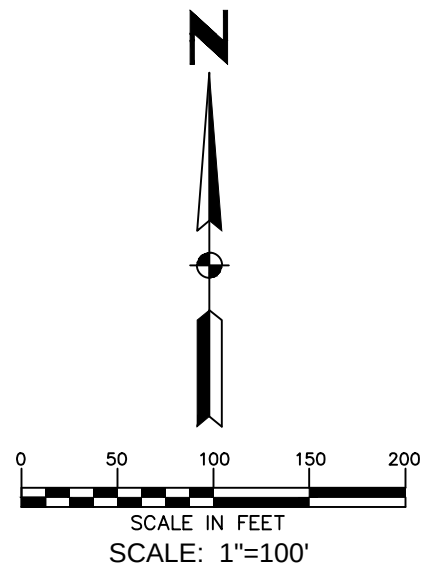
PREPARED BY:
HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 871-3511 Fax (214) 871-0757

NOVEMBER 2016

SHEET 2 OF 4

CITY PROJECT NUMBER: P-2016XX-XX PROJECT NUMBER: 01-3905-63

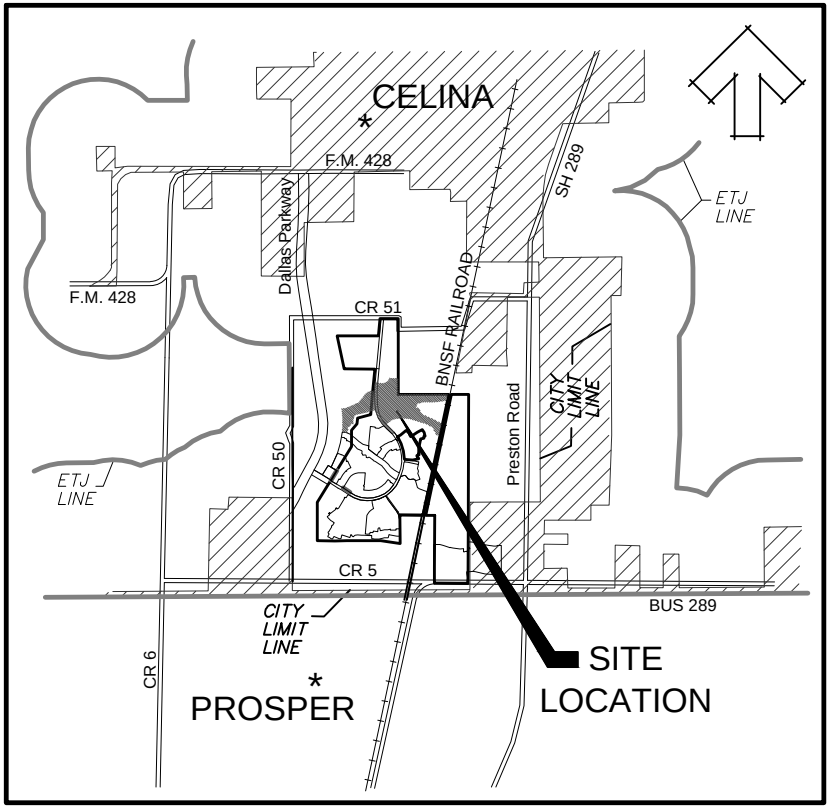
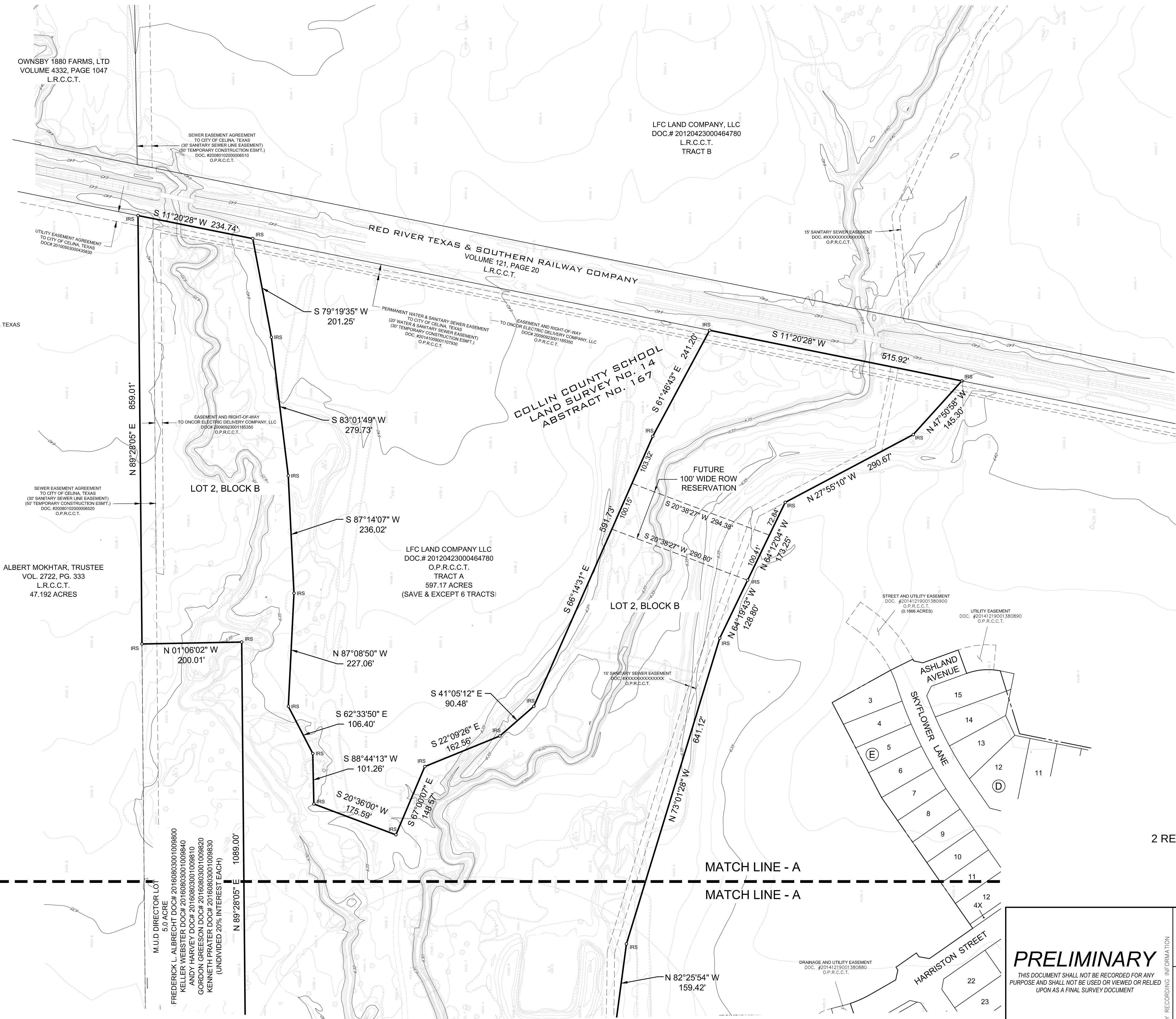
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BASIS OF BEARINGS: BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL TEXAS ZONE (4202) NORTH AMERICAN DATUM 1983 (2011).

LEGEND

- IRF — IRON ROD FOUND
- IRF (H2) — 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HUITT-ZOLLARS"
- — 5/8" IRON ROD SET W/ "HUITT-ZOLLARS" CAP
- MIN. F.F. — MINIMUM FINISH FLOOR
- WME — WALL MAINTENANCE EASEMENT
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- ◆ — DENOTES STREET NAME CHANGE
- O.P.R.C.C.T. — OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. — PLAT RECORDS, COLLIN COUNTY, TEXAS



VICINITY MAP
N.T.S.

NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. THE CARE, OWNERSHIP, AND MAINTENANCE OF ALL COMMON AREA LOTS 1X, 2X, & 7X, IS THE RESPONSIBILITY OF THE H.O.A.
4. ALL LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION USING 5/8" INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS". IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET REBAR, AN X CUT OR "MAG" NAIL WILL BE UTILIZED. THE CENTERLINE OF THE STREET RIGHT-OF-WAY WILL BE MONUMENTED WITH A SCRIBED "X" IN CONCRETE AT PCS, PTS AND INTERSECTION POINTS.

CONSTRUCTION PLAT
LIGHT FARMS
LIGHT FARMS WAY EXTENSION
& DOE BRANCH REGIONAL PARK
CONTAINING
2 RECREATIONAL LOTS, 1 AMENITY CENTER LOT
TOTALING 82.48 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS

OWNER
LFC LAND COMPANY, LLC.
8401 North Central Expressway, Suite 350, Dallas, TX 75225
Phone 214-292-3410 Fax 214-292-3411

PREPARED BY:
HUITT-ZOLLARS
Dallas
Huitt-Zollars, Inc.
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 671-3511 Fax (214) 671-0757

NOVEMBER 2016 SHEET 3 OF 4

CITY PROJECT NUMBER: P-2016XX-XX PROJECT NUMBER: 01-3905-63

DWG: J:\Survey\3905\63 - Regional Park\dwg\LIGHT FARMS WAY EXTENSION.dwg USER: mmadrid
DATE: Nov 07, 2016 3:05pm XREFS: LIGHT FARMS WAY EXTENSION-BD ALLMAP 14071MAP

OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, LFC LAND COMPANY, LLC is the owner of a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of "Tract A" as described in instrument to LFC Land Company, LLC as recorded under Document No. 20120423000464780 of the Land Records of Collin County, Texas (L.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeast corner of Light Farms Way (a 100' right-of-way), as established by the Final Plat of Light Farms Way at Light Farms, an addition to the City of Frisco, Texas, as recorded in Document Number 2009-422 of the Plat Records of Collin County, Texas (P.R.C.C.T.), said point being on the westerly line of Light Farms Phase Four, The Graham Neighborhood, as recorded in Document Nos. 2015-75 and 2015-76 (P.R.C.C.T.), said point being at the easternmost corner of a tract of land described in instrument to LFC DEVCO GM, LLC, as recorded in Document No. 20150729000944920 of the Official Public Records of Collin County, Texas, and being the beginning of a curve to the left having a central angle of 11 degrees 57 minutes 14 seconds, a radius of 1860.00 feet, subtended by a 345.71 foot chord which bears North 35 degrees 00 minutes 38 seconds West,

THENCE, along said curve to the left, same being the westerly line of said Light Farms Phase Four, same being the northeasterly line of said LFC DEVCO GM tract, an arc distance of 346.34 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the **POINT OF BEGINNING**;

THENCE, South 49 degrees 00 minutes 44 seconds West, along the northeasterly line of said LFC DEVCO GM tract, a distance of 100.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 11 degrees 00 minutes 32 seconds, a radius of 1560.00 feet, subtended by a 299.28 foot chord which bears North 46 degrees 29 minutes 32 seconds West,

THENCE, along said curve to the left an arc distance of 299.74 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a reverse curve to the right having a central angle of 40 degrees 20 minutes 01 seconds, a radius of 1250.00 feet, subtended by a 861.89 foot chord which bears North 31 degrees 49 minutes 48 seconds West;

THENCE, along said curve to the right, at 167.86 feet departing the northernmost corner of said LFC DEVCO GM tract, over and across said LFC Land Company tract, a total arc distance of 879.94 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, continuing over and across said LFC Land Company tract the following courses:

South 74 degrees 55 minutes 12 seconds West, a distance of 564.81 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 79 degrees 23 minutes 26 seconds West, a distance of 221.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 50 degrees 22 minutes 56 seconds West, a distance of 91.34 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 25 degrees 09 minutes 43 seconds West, a distance of 87.91 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 04 degrees 53 minutes 56 seconds West, a distance of 91.63 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 03 degrees 50 minutes 04 seconds East, a distance of 80.94 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 04 degrees 53 minutes 56 seconds West, a distance of 102.32 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 52 degrees 18 minutes 07 seconds West, a distance of 74.36 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 37 degrees 41 minutes 53 seconds West, a distance of 115.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 23 degrees 43 minutes 32 seconds West, a distance of 27.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 194 degrees 00 minutes 39 seconds, a radius of 50.00 feet, subtended by a 99.25 foot chord which bears South 16 degrees 43 minutes 13 seconds West;

Along said curve to the left an arc distance of 169.31 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 37 degrees 41 minutes 53 seconds West, a distance of 122.41 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 04 degrees 39 minutes 34 seconds West, a distance of 17.95 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 51 degrees 29 minutes 33 seconds East, a distance of 75.22 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 16 degrees 27 minutes 06 seconds, a radius of 286.00 feet, subtended by a 81.84 foot chord which bears North 76 degrees 24 minutes 35 seconds West;

Along said curve to the left an arc distance of 82.12 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 84 degrees 38 minutes 08 seconds West, a distance of 163.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", said point being on the easterly line of a called 209.54 acre tract of land described in instrument to Lucas Celina 209, LTD as recorded under Document No. 20070109000040530 of the Land Records of Collin County, Texas, and being the beginning of a non-tangent curve to the left having a central angle of 13 degrees 58 minutes 18 seconds, a radius of 3644.79 feet, subtended by a 886.58 foot chord which bears North 01 degrees 37 minutes 17 seconds West;

THENCE, along said curve to the left, and along the easterly line of said Lucas Celina 209 tract, an arc distance of 888.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 08 degrees 36 minutes 27 seconds West, continuing along the easterly line of said Lucas Celina 209 tract, a distance of 35.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, over and across said LFC Land Company tract the following courses:

North 81 degrees 23 minutes 34 seconds East, a distance of 199.52 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 65 degrees 07 minutes 02 seconds East, a distance of 472.74 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the left having a central angle of 27 degrees 09 minutes 41 seconds, a radius of 230.00 feet, subtended by a 108.02 foot chord which bears North 51 degrees 32 minutes 11 seconds East;

Along said curve to the left an arc distance of 109.03 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 37 degrees 57 minutes 21 seconds East, a distance of 341.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 50 degrees 40 minutes 06 seconds, a radius of 385.00 feet, subtended by a 329.48 foot chord which bears North 63 degrees 17 minutes 24 seconds East;

Along said curve to the right an arc distance of 340.47 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 88 degrees 37 minutes 27 seconds East, a distance of 93.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 00 degrees 38 minutes 07 seconds West, a distance of 108.77 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 05 degrees 32 minutes 04 seconds, a radius of 2050.00 feet, subtended by a 197.94 foot chord which bears North 02 degrees 07 minutes 55 seconds East;

Along said curve to the right-left an arc distance of 198.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 04 degrees 53 minutes 56 seconds East, a distance of 58.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 85 degrees 06 minutes 04 seconds East, a distance of 100.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 04 degrees 53 minutes 56 seconds West, a distance of 26.26 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 40 degrees 13 minutes 09 seconds East, a distance of 21.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 85 degrees 20 minutes 14 seconds East, a distance of 135.90 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the left having a central angle of 77 degrees 51 minutes 58 seconds, a radius of 305.00 feet, subtended by a 363.33 foot chord which bears North 55 degrees 43 minutes 47 seconds East,

Along said curve to the right-left an arc distance of 414.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 73 degrees 12 minutes 12 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 88 degrees 53 minutes 58 seconds East, a distance of 285.10 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", said point being in the westerly line of a called 47.192 acre tract of land described in instrument to Albert Mokhtar as recorded in Volume 2722, Page 333, L.R.C.C.T.;

THENCE, South 01 degrees 06 minutes 02 seconds East, a distance of 840.79 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the southwest corner of a 5.0 acre M.U.D. Director Lot as described in instruments to: Frederick L. Albrecht, as recorded in Document No. 20160803001009800, Keller Webster, as recorded in Document No. 201608030019840, Andy Harvey, as recorded in Document No. 20160803001009810, Gordon Greeson, as recorded in Document No. 20160803001009820, and Kenneth Prater, as recorded in Document No. 20160803001009830, of the Official Public Records of Collin County, Texas, all;

THENCE, North 89 degrees 28 minutes 05 seconds East, along the south line of said M.U.D. Director Lot, a distance of 1089.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 01 degrees 06 minutes 02 seconds West, along the east line of said M.U.D. Director Lot, a distance of 200.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 28 minutes 05 seconds East, along the south line of said Mokhtar tract, a distance of 859.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the southeast corner of said 47.192 acre tract, and being on the west right-of-way of the Red River Texas & Southern Railway Company, Tract No. 54, as recorded in volume 121, Page 20, of the Land Records of Collin County, Texas;

THENCE, South 11 degrees 20 minutes 28 seconds West, along the west right-of-way line of said Railway Company tract, a distance of 234.74 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the west right-of-way line of said Railway Company tract, over and across said LFC Land Company tract, the following courses:

South 79 degrees 19 minutes 35 seconds West, a distance of 201.25 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 83 degrees 01 minutes 49 seconds West, a distance of 279.73 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 87 degrees 14 minutes 07 seconds West, a distance of 236.02 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 87 degrees 08 minutes 50 seconds West, a distance of 227.06 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 62 degrees 33 minutes 50 seconds West, a distance of 106.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 88 degrees 44 minutes 13 seconds West, a distance of 101.26 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 20 degrees 36 minutes 00 seconds West, a distance of 175.59 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 67 degrees 00 minutes 07 seconds East, a distance of 148.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 22 degrees 09 minutes 26 seconds East, a distance of 162.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 41 degrees 05 minutes 12 seconds East, a distance of 90.48 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 66 degrees 14 minutes 31 seconds East, a distance of 591.73 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 61 degrees 46 minutes 43 seconds East, a distance of 241.20 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", said point being on the west right-of-way line of said Railway Company tract;

THENCE, South 11 degrees 20 minutes 28 seconds West, along the west right-of-way line of said Railway Company tract, a distance of 515.92 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", said point being at the most easterly northeast corner of said Light Farms Phase Four;

THENCE, along the northerly line of said Light Farms Phase Four, the following courses:

North 47 degrees 50 minutes 58 seconds West, a distance of 145.30 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 27 degrees 55 minutes 10 seconds West, a distance of 290.67 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 64 degrees 12 minutes 04 seconds West, a distance of 173.25 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 64 degrees 19 minutes 43 seconds West, a distance of 128.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 73 degrees 01 minutes 28 seconds West, a distance of 641.12 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 82 degrees 25 minutes 54 seconds West, a distance of 159.42 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 89 degrees 16 minutes 09 seconds West, a distance of 154.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 36 degrees 20 minutes 08 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 29 degrees 57 minutes 03 seconds, a radius of 30.00 feet, subtended by a 15.50 foot chord which bears North 68 degrees 38 minutes 23 seconds West;

Along said curve to the left an arc distance of 15.68 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a compound curve to the left having a central angle of 34 degrees 02 minutes 34 seconds, a radius of 775.00 feet, subtended by a 453.73 foot chord which bears South 79 degrees 21 minutes 48 seconds West;

Along said curve to the left an arc distance of 460.47 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a compound curve to the left having a central angle of 81 degrees 37 minutes 45 seconds, a radius of 30.00 feet, subtended by a 39.22 foot chord which bears South 21 degrees 31 minutes 39 seconds West;

Along said curve to the left an arc distance of 42.74 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 61 degrees 57 minutes 27 seconds West, a distance of 121.35 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 44 degrees 37 minutes 18 seconds West, a distance of 75.25 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 04 degrees 31 minutes 47 seconds, a radius of 1150.00 feet, subtended by a 90.89 foot chord which bears South 47 degrees 38 minutes 36 seconds East, said point being at the most westerly northwest corner of said Light Farms Phase Four;

THENCE, along the westerly line of said Light Farms Phase Four, the following courses:

Along said curve to the left an arc distance of 90.92 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 49 degrees 54 minutes 29 seconds East, a distance of 126.34 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 08 degrees 55 minutes 14 seconds, a radius of 1505.65 feet, subtended by a 234.18 foot chord which bears South 45 degrees 26 minutes 52 seconds East;

Along said curve to the right an arc distance of 234.42 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", to the **POINT OF BEGINNING** and **CONTAINING** 82.481 Acres or 3,592,863 Square Feet of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LFC LAND COMPANY, LLC, acting herein by and through his(its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as LIGHT FARMS, LIGHT FARMS WAY EXTENSION & DOE BRANCH REGIONAL PARK, an addition within the extra-territorial jurisdiction of the City of Celina, Texas, and does hereby dedicate, in fee simple, to the Collin County Municipal Utility District No. 1 ("District") forever, the easements and public use areas, streets, rights-of-way and public improvements contained therein. District does hereby dedicate for the public use forever, the easements and public use areas, the streets, rights-of-way and public improvements contained therein. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. Notwithstanding the foregoing, the District does hereby dedicate to the City of Celina all water and sanitary sewer improvements contained in the right-of-way and easements as shown on this plat in consideration for the City of Celina's agreement to utilize such improvements to serve property within the District. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utilities entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas,

WITNESS, my hand, this the ____ day of _____, 2017.

By: RJM/CELINA III, L.P., a Texas limited partnership, Manager

By: RJM/CELINA III, L.P., a Texas corporation, General Partner

Authorized Signature of LFC LAND COMPANY, LLC., Owner

Tony Ruggeri, President

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Tony Ruggeri, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On: _____

CERTIFICATE OF APPROVAL:
WITNESS, my hand, this the ____ day of _____, 2017.
By:
Authorized Signature of COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No. 1

Keller Webster, President

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Keller Webster, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Eric J. Yahoudy do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Celina, Texas.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Eric J. Yahoudy, Registered Professional Land Surveyor
Texas Registration No. 4862
HUITT-ZOLLARS, Inc.
Firm Registration No. 10025600

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Eric J. Yahoudy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2016.

Notary Public in and for the State of Texas _____

My Commission Expires On: _____

PROPERTY LOCATION STATEMENT
This property is located in the extraterritorial jurisdiction of the City of Celina, Collin County, Texas.

Signature of Mayor Date of approval

ATTEST:

City Secretary Date

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on the plat.	
RECOMMENDED BY:	Planning and Zoning Commission City of Celina, Texas
Signature of Chairperson	Date of Recommendation
APPROVED BY:	City Council City of Celina, Texas
Signature of Mayor	Date of Approval
ATTEST:	
City Secretary	

CONSTRUCTION PLAT
LIGHT FARMS
LIGHT FARMS WAY EXTENSION
& DOE BRANCH REGIONAL PARK
CONTAINING
2 RECREATIONAL LOTS, 1 AMENITY CENTER LOT
TOTALING 82.48 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS

COUNTY RECORDING INFORMATION	PRELIMINARY THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT	OWNER LFC LAND COMPANY, LLC. 8401 North Central Expressway, Suite 350, Dallas, TX 75225 Phone 214-292-3410 Fax 214-292-3411
		PREPARED BY: HUITT-ZOLLARS Huitt-Zollars, Inc. Dallas 1717 McKinney Avenue, Suite 1400, Dallas, TX 75202 Phone (214) 871-3511 Fax (214) 871-0757
		NOVEMBER 2016 SHEET 4 OF 4



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: December 13, 2016
Re: Staff recommends approval of this item

Action Requested:

Consider and act upon an agreement by and between The City of Celina, Texas and Greater Celina Chamber of Commerce for Parkfest. (Montgomery)

Background Information:

The City and Chamber have agreed to let Chamber run next year's Park Fest. The City will still be involved in the festival by donating the use of Old Celina Park and Public Safety services.

Financial Considerations:

Approximately \$20,000 in donations

Supporting Documents:

2016 City/Chamber Interlocal Agreement

Staff Recommendation:

Approve

STATE OF TEXAS**COUNTY OF COLLIN****AGREEMENT BETWEEN THE GREATER CELINA CHAMBER OF COMMERCE AND CITY
OF CELINA, TEXAS**

This agreement (hereinafter "Agreement") is made and entered into on this the 13th day of December, 2016, by and between the Greater Celina Chamber of Commerce (hereinafter the "Chamber") and the City of Celina, Texas, a municipal corporation acting herein by and through its City Manager or his designee (hereinafter referred to as the "City").

WHEREAS, the City Manager and the Board of the Chamber shall oversee the facilitation of this Agreement; and

WHEREAS, the City and the Chamber agree that the Celina Balloon Festival/Park Fest will be a benefit to the residents of the City and for the common interest of both Parties hereto;

NOW THEREFORE, for and in consideration of the material undertaking hereinafter set forth and for the adequate consideration given, the Parties agree as follows:

1. The Celina Balloon Festival will be exclusively planned and managed by the Chamber.
2. The title "Celina Balloon Festival" and the event commonly known by the same title remains the property of the Chamber.
3. For the purpose of economic development and the provision of recreational activities to its citizens, the City will provide the following services and allow the following use of City property at no charge to the Chamber:
 - a. Police, Fire, and Emergency Medical services on the day of the festival at a level to be determined by the City Manager;
 - b. Use of the City owned facility Old Celina Park under certain restrictions as defined by the City Manager;
 - c. Utilities, electric and water, on the day of the festival
 - d. Special event trash containers
 - e. Special event permit contingent upon the filing of an application by the Chamber with requisite information.
4. A City representative, as chosen by the City Manager, shall sit on the event board.
5. The City shall receive a sponsorship level that is consistent with the value of the items being donated.
6. This is a cooperative agreement between the Parties and nothing contained in this agreement is intended by the Parties to create a partnership or joint venture, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
7. It is expressly understood and agreed that, in the execution of this agreement no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

8. This agreement shall become effective on the date it is signed by both parties. This agreement shall be for a period of 1 year with an option to renew for an additional year upon mutual written agreement of the Parties.
9. This agreement may be terminated with or without cause by either party with 90 days written notice.

IN WITNESS WHEREOF, the Parties have executed two copies of this agreement in Collin County, Texas.

Sean Terry, Mayor

Melissa Cromwell, Chamber President

City Secretary

Attest

City Attorney
Approved at to Form

Date

Date



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Light Farms Fire Protection Interlocal Agreement

Action Requested:

Consider and act upon an Interlocal Agreement by and between the City of Celina and LFC Land Co., LLC, and Collin County MUD no. 1 pertaining to the contracting for fire protection services for the District. (Light Farms) (Liebman)

Background Information:

The proposed Interlocal Agreement is to provide fire protection services to the Light Farms neighborhood.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Per the agreement the initial yearly payment shall be \$206,473 per year, prorated to \$202,166 for the initial 9 month period.

Legal Review:

The City's attorney has reviewed the proposed agreement

Supporting Documents:

- Proposed agreement

Staff Recommendation:

INTERLOCAL COOPERATION AGREEMENT FOR FIRE PROTECTION SERVICES

This Fire Protection Services Agreement (“Agreement”) is made as of the Effective Date by and between the City of Celina (the “City”), a Texas home rule municipality, LFC Land Company, LLC (the “Developer”), a Texas limited liability company, and Collin County Municipal Utility District No. 1 (the “District”). City, Developer, and District are referred to herein collectively as “the Parties” and separately as “Party.”

WHEREAS, District is a conservation and reclamation district and a political subdivision of the State of Texas, operating under the provisions of Article XVI, Section 59 and Article III, Section 52(b)(3) of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended, and Chapter 8164, Special District Local Laws Code; and

WHEREAS, District is seeking to secure fire-fighting services for the benefit of the residents and property owners within District’s boundaries (the “District Area”), as described in the attached Exhibit “A”; and

WHEREAS, Developer is the principal owner and developer of portions of the District; and

WHEREAS, Section 49.351(e) of the Texas Water Code authorizes District to contract with any other person to perform fire-fighting services within the District; and

WHEREAS, Sections 49.212 and 49.351 of the Texas Water Code authorize District to adopt and enforce all necessary charges or mandatory fees for providing or making available any district facility or service (including fire-fighting service); and

WHEREAS, pursuant to an election held on May 10, 2008, a majority of District electors voting at such election authorized the levy of an operation and maintenance tax unlimited as to rate or amount for operation and maintenance purposes, including paying costs of proper services; and

WHEREAS, City currently is providing fire-fighting services to the District Area pursuant to that Eighth Amendment to Amended and Restated Development Agreement, effective January 12, 2016, among the City, District, and various landowners, including the Developer, in consideration of the landowners funding the cost of such services through December 31, 2016; and

WHEREAS, District’s Board of Directors has determined that it is in the best interests of District and its residents to enter into a long term contract with City to provide fire-fighting services to the District Area and proceed to secure approval of such contract by the City, Texas Commission on Environmental Quality (the “TCEQ”), and the voters of the District at an election pursuant to Section 49.351 of the Texas Water Code (collectively, the “Approvals”); and

WHEREAS, Developer has agreed to fund all costs to provide Fire-Fighting Services to the District Area under this Agreement until all such Approvals have been secured or as otherwise provided herein; and

WHEREAS, this Agreement is made pursuant to the authority of Section 49.213(c)(7) of the Texas Water Code and Texas Government Code, Chapter 791 as amended, more commonly known as the "Interlocal Cooperation Act", which allows governmental entities to contract with each other to perform governmental functions for each other that they are each authorized to perform for themselves.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

In addition to other capitalized terms defined herein, when used in this Agreement the following capitalized terms shall have the meanings set forth below:

"Approval Date" means the date on which the last of the Approvals is obtained.

"Fire-Fighting Services" means all of the customary and usual services of a fire department, including fire suppression, fire prevention, training, safety education, maintenance, communications, emergency rescue, medical emergency services, photography, and administration services of the type and at the level of service regularly provided by City's Fire Department to persons and property located within City's incorporated limits on the Effective Date. This term shall also include fire inspections, code enforcement services that are typically performed by City's Fire Department personnel, or arson investigation services, to the extent the same are performed within City's incorporated limits.

"TCEQ" means the Texas Commission on Environmental Quality, a regulatory body and administrative agency of the State of Texas, or its successor agency.

Section 2. Term.

2.1 Conditions Precedent To District Obligations. The Parties understand and acknowledge that the Developer is entering into this Agreement to secure and pay for fire-fighting services for a limited period of time as set forth in this Section 2.1. Further, pursuant to applicable law and the rules of the TCEQ, before this Agreement may become effective as to the District, District must (i) develop a fire plan (the "Plan") in accordance with the provisions of Section 49.351, Texas Water Code, and the rules of the TCEQ, (ii) obtain TCEQ's approval of the Plan and this Agreement, and (iii) obtain the approval of the Plan and this Agreement by the majority of District voters voting in an election (an "Election") properly called and held by District for such purpose. The foregoing shall constitute conditions precedent to this Agreement becoming

effective as to the District. If such conditions precedent are not satisfied on or before December 1, 2017, this Agreement shall automatically terminate as to the District as of December 31, 2017; but shall otherwise continue in full force and effect as to City and Developer or its assigns. However, if such conditions are met, upon the Approval Date, and upon payment of all amounts due under Section 5.1 through December 1, 2017, the Developer shall be automatically released from the terms and provisions of this Agreement.

2.2 Initial Term. Unless sooner terminated in accordance with this Agreement, this Agreement shall be for a term commencing on January 1, 2017 (the "Effective Date") and ending September 30, 2022 (said period being "the Initial Term").

2.2 Renewal Terms. This Agreement shall automatically renew for additional five (5) year renewal terms (the "Renewal Term(s)"), without the need for further action by the Parties, until the District Area is annexed for full purposes by the City and the District is abolished. However, any Party shall have the right to terminate this Agreement upon the conclusion of the Initial Term or any Renewal Term, by providing written notice of its election to terminate to the other Party on or before twelve (12) months preceding the scheduled date of expiration of the Initial Term or any Renewal Term.

Section 3 Scope of Services

3.1 Current Staffing, Equipment and Stations. As of the Effective Date, City owns, staffs, equips and operates one (1) fire station as well as fire-fighting vehicles and other equipment which City uses for the provision of Fire-Fighting Services within City's incorporated limits and will be used in providing Fire-Fighting Services to the District Area. In providing Fire-Fighting Services to the District Area, City solely shall be responsible for the operation of the Fire Station and all associated vehicles and equipment.

3.2 Use of Water System. The Parties acknowledge that in providing Fire-Fighting Services to the District Area, City will use the fire hydrants, connections and water supply and distribution systems owned by City (the "Water System") which have been or will in the future be installed within the District Area. City will be responsible for inspecting and maintaining any part of the Water System within the District. In addition, the District shall not be liable to City for any deficiency or malfunction of the Water System located within the District Area except to the extent such deficiency or malfunction is the result of the negligent or intentional acts or omissions of the District, its employees, agents, and/or contractors.

3.3 Provision of Fire-Fighting Services. During the term of this Agreement, and for so long as all payments are timely made to the City as required by Section 5, below, City agrees to provide Fire-Fighting Services to all persons, buildings and property located within the District Area, including any land added to the District Area by annexation, to the same extent and the same level of service as it would within City. In providing Fire-Fighting Services to the District Area: City shall follow its adopted standard operating procedures, as they may be amended from time to time, in order to determine, in the City's sole discretion, (i) whether Fire-Fighting Services are required in a particular case, (ii) the order in which to respond to competing requests for Fire-Fighting Services and (iii) the time in which to respond to a particular request for Fire-Fighting

Services. It is understood and acknowledged, that, response times, priority of calls and the services provided will be managed by the City for the District Area in the same manner as within the City. City shall not be in default of this Agreement resulting from such difference in response times, priority of calls or services.

3.4 Call and Response Data. City shall maintain records of response to emergency calls, including, but not limited to date, time, location of emergency, type of emergency, time to respond, and results. City agrees to provide a report to the Developer or District, as applicable, containing the foregoing information for a period of time not exceeding twelve (12) months not later than thirty (30) days after receipt of a written request. Requests for data for a period earlier than one (1) year prior than the date the request is received shall be delivered to the requesting Party as soon as reasonably feasible, but in no case later than sixty (60) days after City's receipt of the request. It is understood and acknowledged that City shall not be required to provide data and information relating to periods of time beyond City's standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with City's records retention policy. The District expressly waives its right to request documents containing information considered confidential under the Health Insurance Portability and Accountability Act, or any similar state law (collectively "HIPAA"). The City shall not be required to release documents containing confidential HIPAA information.

3.5 Insurance. City shall be responsible for providing all general and personal liability coverage necessary for the adequate protection of City employees providing Fire-Fighting Services at the same level of protection afforded officers and employees while performing the same or similar duties in City's incorporated limits.

3.6 Governmental Functions. The Parties each acknowledge and agree that the Fire-Fighting Services to be performed by the City are a governmental function.

Section 4 Employees, Independent Contractors and Volunteers

City's employees, independent contractors and/or volunteers shall meet at least the minimum State qualifications with respect to their performance of Fire-Fighting Services required under this Agreement. Neither Developer nor District (i) assumes responsibility for the actions of City's employees, independent contractors and/or volunteers in performing Fire-Fighting Services pursuant to this Agreement, and (ii) will make no recommendations regarding, and are in no way responsible for, the selection, sufficiency or qualification of City's employees, independent contractors and/or volunteers.

Section 5 Compensation for Fire-Fighting Services.

5.1 Compensation.

(a) General. The Parties have agreed upon a methodology to determine a fair and equitable allocation of the costs of providing Fire-Fighting Services to the District Area. The

methodology is intended to produce a cost to a resident of the District comparable to that allocable to a resident on the City for same or similar services. The methodology for calculating the annual amount (the "Annual Invoice") to be paid by the District under this section for Fire-Fighting Services provided by the City is set forth on Exhibit "B" attached hereto and incorporated herein for all purposes.

- (b) Calculation of Annual Invoice.
 - (i) On or before September 1 of each year during the Term of this Agreement, the City shall provide to the District the calculation of the Annual Invoice for the coming year. The Annual Invoice shall consist of two components as follows: (A) the Annual Amount calculated by following the process set forth in Steps 1, 2, 3A, 4A, and 5A of Exhibit B; and (B) the Prior Year Adjustment (hereinafter defined). The Parties agree to make reasonable and good faith efforts to resolve any issues regarding such calculation. [By way of example and to further explain and confirm the intent of the Parties, the calculation of the Annual Amount for the period ending September 30, 2017, is shown on Exhibit B.] Within 30 days from District receipt of such City calculation, but not later than October 1, the City shall send an invoice to the District in the amount of the Annual Invoice.
 - (ii) On or before the following August 30, the City shall recalculate the Annual Amount for the current year following the process set forth in Steps 6, 7A, 8A, and 9A of Exhibit B. Should such recalculation produce an increase or decrease, as the case may be, in the Annual Amount for that year (the amount of such increase or decrease, the "Prior Year Adjustment"), the Prior Year Adjustment shall be added to or deducted from, as appropriate, the Annual Invoice for the coming year.
- (c) Payment of Annual Invoice. The Annual Invoice shall be paid in ten (10) equal monthly payments, beginning October 25 each year and ending the following July 25.
- (d) Payment for Period Ending September 30, 2017. For the period of this Agreement ending September 30, 2017, the Annual Amount is calculated as shown on Exhibit B in the amount of \$269,554. However, such amount shall be reduced to \$202,166 as a result of the proration of the Annual Amount for a nine (9) month period.
 - (i) Not later than January 1, 2017, the City will generate the 2017 prorated Annual Invoice with the above amount for the nine (9) months of 2017 that will be covered by the prorated amount.
 - (ii) The Annual Invoice for 2017, will be payable in seven (7) monthly payments, beginning January 25, 2017, and ending July 25, 2017.

- (iii) The first Prior Year Adjustment calculation will be done on or before August 2017.

Section 6 Notices

All notices given pursuant to this Agreement shall be in writing and given by overnight courier or certified mail with return receipt requested, in either case with receipt being deemed the date of the signed receipt. Notice given in any other manner shall be effective only if in writing and when actually received by the party or parties to be notified. For the purpose of notice, the addresses of the parties are as follows:

If to City:

Attn: City Manager
City of Celina
142 N. Ohio St
Celina, Texas 75009
(972) 382-2682

If to District:

President, Board of Supervisors
Collin County MUD No. 1
c/o Crawford & Jordan, LLP
3100 McKinnon Street, Suite 1100
Dallas, Texas 75201
(214) 981-9090

If to Developer:

LFC Land Company, LLC
Attn: Mr. Tony Ruggeri
8401 N. Central Expressway, Suite 350
Dallas, Texas 75225
(214) 292-3410

Each Party shall have the right to change its address and specify same as the notice address for purposes of this Agreement by giving at least 30 days written notice to the other Party.

Section 7 Miscellaneous

7.1 Parties In Interest. This Agreement shall be for the sole and exclusive benefit of City, Developer, and District and shall not be construed to confer any benefit or right upon any other party.

7.2 Entire Agreement. This Agreement constitutes the entire Agreement among the Parties relative to the subject matter hereof. There have not been and are no agreements, covenants, representations or warranties among the Parties, either oral or written, relative to such subject matter other than those expressly stated or provided for herein.

7.3 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.

7.4 Default and Remedies.

(a) **Notice of Default.** No Party shall be in default under this Agreement until (i) written notice of the alleged failure of such Party to perform any of its obligations hereunder has been given by another Party and (ii) such noticed Party has had a period of time, as specified below, in which to cure the alleged failure. The Party declaring a default shall notify the offending Party in writing of any such alleged failure to perform. Such notice shall specify the basis for a declaration of default, and the notified Party shall have thirty (30) days from the receipt of such notice to cure any default. If a default is not cured within such 30-day period, then the noticing Party shall have the option to terminate this Agreement.

(b) **City Termination; Other Remedies.** City shall have the right to terminate this Agreement for failure by Developer or District, as applicable, to make the payments described in Section 5, but only after (i) City provides written notice to the defaulting Party of its intent to so terminate this Agreement and (ii) defaulting Party is given twenty one (21) days from the receipt of such notice from City to cure the failure. City may terminate this Agreement for a failure to pay only after a failure to make all required payments within such 21-day period. City may further seek such legal remedies available to City under law to recover any amount which remains outstanding pursuant to this Agreement. Any amounts due and payable to City and which remain unpaid after 30 days from the date such payment was due shall bear interest at the maximum rate allowed by law commencing on the 31st day after payment was due. In the event City is required to file suit to collect any unpaid amounts under this Agreement, City shall further be entitled to costs and reasonable attorneys' fees incurred in prosecuting such suit.

(c) **Developer/District Termination.** Developer's or District's, as applicable, recourse for failure of City to furnish Fire-Fighting Services under this Agreement will be the right to terminate this Agreement on or after the 60th day after providing written notice to City of such failure containing a description of how City has failed to provide Fire Fighting Services, and City fails to cure such default. Termination pursuant to this Section 7.4(c) shall not release District of its obligations to pay for Fire Fighting Services provided by City up to the date of termination or the date City ceased providing Fire-Fighting Services, whichever is earlier.

(d) **District's Rights Upon Termination.** Should this Agreement be terminated for any reason, or if any term of this Agreement ends and the Agreement is not renewed, District will be free to seek the services contemplated by this Agreement from any source available to District.

7.5 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to

be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall be not be affected thereby.

7.6 Force Majeure.

(a) In the event any Party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of such Party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period of time. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected shall give written notice of such force majeure to the other Party. If possible to remedy, such cause shall be remedied with all reasonable dispatch.

(b) The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the United States or the State of Texas or other military authority with jurisdiction over either Party, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, arrests, civil disturbances, widespread pestilence, explosions, breakage or accidents to machinery, pipelines or canals, significant variations from normal weather conditions reasonably expected during the period in question, and any other inability a Party could not have avoided by the exercise of due diligence and care. "Force majeure" shall not mean or refer to governmental regulations or acts of any governmental entity, board, commission or council over which a Party may reasonably exert influence in order to meet its obligations pursuant to this Agreement.

7.7 Liability.

(a) **District.** Nothing stated herein shall be construed as a waiver of all the protections afforded District as a sovereign governmental unit. District assumes no liability or responsibility for the acts and omissions of City, its employees, agents, officers or others working through them in any capacity.

(b) **City.** Nothing stated herein shall be construed as a waiver of all the protections afforded City as a sovereign governmental unit. City assumes no liability or responsibility for the acts and omissions of District, its employees, agents, officers or others working through them in any capacity.

7.8 Attorneys' Fees and Venue. In the event suit is filed by a Party as a result of the performance or non-performance of the terms set forth in this Agreement, and given that this Agreement is a contract for goods or services under Chapter 271 of the Texas Local Government Code, the prevailing Party shall recover its reasonable attorneys' fees and court costs, with venue of any such action to be in a state court in Collin County, Texas.

7.9. Waiver of Breach. No waiver by a Party of any default or breach of a term or condition of this Agreement by another Party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

7.10 Modification. This Agreement may only be modified, changed or altered at any time upon mutual agreement of the Parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the Parties' governing bodies and, to the extent required by law, the TCEQ and/or the majority voters of the District.

7.11 No Waiver of Immunity. Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against City, Developer or District which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to another Party, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of the Parties nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any Party, person or entity.

7.12 Authority and Enforceability. The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individuals executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

7.13 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.

7.14. No Joint Enterprise. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the Parties.

7.15 No Interpretation Against a Party. This Agreement shall not be construed more strictly against the drafter as the Parties have had the benefit of counsel in the negotiation and preparation of this Agreement.

7.16 Headings. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

7.17 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

(signatures on following pages)

SIGNED AND AGREED this _____ day of _____, 2016.

CITY CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

City Secretary

SIGNED AND AGREED this _____ day of _____, 2016.

**COLLIN COUNTY MUNICIPAL
UTILITY DISTRICT NO. 1**

Keller Webster, President

ATTEST:

Gordon Greeson, Board Secretary

SIGNED AND AGREED this _____ day of _____, 2016.

LFC LAND COMPANY, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.
a Texas corporation
its general partner

By: _____
Name: _____
Title: _____

Attachment: City of Celina ILA Fire Protection with Exhibits 12-7-16 FINAL (1860 : Light Farms Fire ILA)

EXHIBIT A

[Description of District Area]

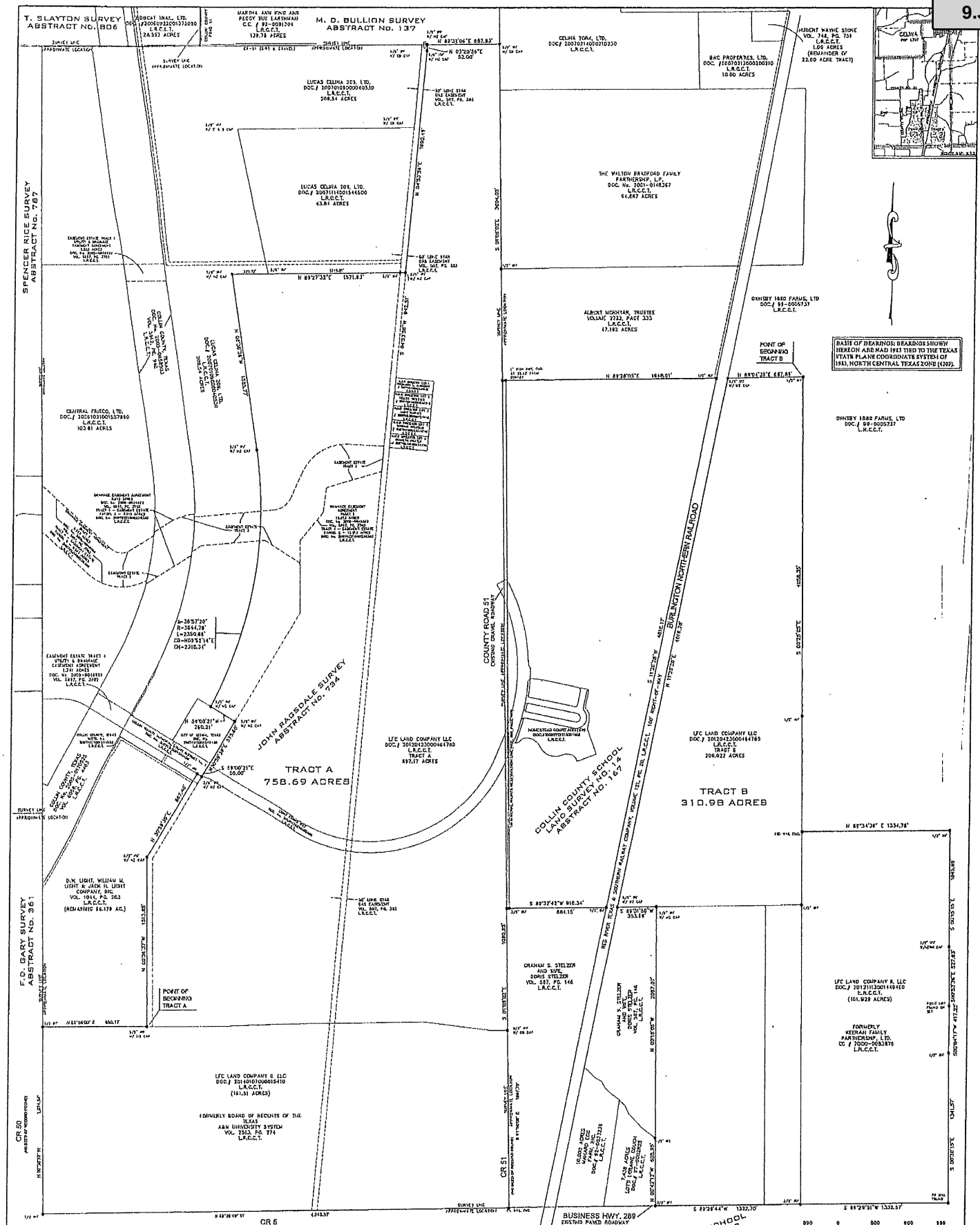


EXHIBIT MAP SHOWING
COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
BEING TWO TRACTS OF LAND SITUATED IN THE JOHN
RAGSDALE SURVEY, ABSTRACT NO. 704 and the
COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT
NO. 167, COLLIN COUNTY, TEXAS

LAND COMPANY, L.L.C.
101 NORTH CENTRAL EXPRESSWAY
SUITE 310
DALLAS, TEXAS 75201

HUNT-ZOLLARS
Surveyors
1111 McKinney Avenue, Suite 1100
Dallas, Texas 75201
Phone (214) 871-3311 Fax (214) 871-4327

3/2011 all rights reserved

I, Eric J. Yehudah, a Registered Professional Land Surveyor, do hereby certify that this map accurately describes the boundaries of Collin County Municipal Utility District No. 1.

Eric J. Yehudah
Registered Professional Land Surveyor
Texas Registration No. 4142
Hunt-Zollars, Inc.
7701 Argyle Avenue, Suite 1000
Dallas, Texas 75225-1236
Tel. (214) 431-3311
Date February 28, 2011

Surveyor's Seal
ERIC J. YEHUDAH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4142
EXPIRATION DATE 02/28/2016

COLLIN COUNTY SCHOOL
LAND SURVEY NO. 147

COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

TRACT A
758.69 ACRES

TRACT B
310.98 ACRES

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TRACT A
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COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

Attachment: City of Celina ILA Fire Protection with Exhibits 12-7-16 FINAL (1860 : Light Farms Fire ILA)

EXHIBIT B

[Calculation of Annual Invoice]

Light Farms Allocation

Step 1	SUM \$County Certified Roll, A, C1, O times \$Effective O&M rate in Budget	\$683,058,840/100 * \$0.4233269
	= Revenues derived from Residential taxes	\$2,891,571
Estimate September 1	Revenues derived from Residential taxes divided by Total General Fund Revenues Budgeted	\$2,891,571 / \$8,132,778
Step 2	= % of Residential Revenues	36%
Step 3A	Total Fire Budget multiplied by % Residential Revenues (Step 2)	\$2,600,380 x 36%
	= \$of Fire Expenses Paid by Residential Taxes	\$924,553
Step 3B	Total Police Budget multiplied by % Residential Revenues (Step 2)	\$1,991,841 x 36%
	= \$of Police Expenses Paid by Residential Taxes	\$708,190
Step 4A	\$Paid by Residential Taxes for Fire (above) divided by Total County "Count" previously used	\$924,427 / (2864)
	= \$Costs per Living Unit Equivalent (LUE)	\$323
Step 4B	\$Paid by Residential Taxes for Police (above) divided by Total County "Count" previously used	\$708,093 / (2864)
	= \$Costs per Living Unit Equivalent (LUE)	\$247
Step 5A	\$Costs per LUE Fire (above) Multiplied by total Light Farms LUE on the ground, plus any permits pulled effective September 30th	\$323 * (835)
	= Annual Fire Cost to Light Farms	\$269,554
Step 5B	\$Costs per LUE Police (above) Multiplied by total Light Farms LUE on the ground, plus any permits pulled effective September 30th	\$247 * (835)
	= Annual Police Cost to Light Farms	\$206,473
Invoice October 1st	= Annual TOTAL Cost to Light Farms	\$476,027
	Payments can be made in 10 equal installments, beginning October 25th and ending July 25th.	
True Up next Aug 30th	Collected Revenues from Residential taxes divided by Total Collected General Fund Revenues FYE (including LF payments)	
Using actual 11 month	= % of Residential Revenues	
FY collections/	Total Fire Budget Amended multiplied by % Residential Revenues (Step 2)	
expenses	= \$of Amended Fire Expenses Paid by Residential Taxes	
Step 7B	Total Police Budget Amended multiplied by % Residential Revenues (Step 2)	
	= \$of Amended Police Expenses Paid by Residential Taxes	
Step 8A	\$Paid by Residential Taxes for Fire (above) divided by Total County "Count" previously used	
	= \$Costs per Living Unit Equivalent (LUE)	
Step 8B	\$Paid by Residential Taxes for Police (above) divided by Total County "Count" previously used	
	= \$Costs per Living Unit Equivalent (LUE)	
Step 9A	\$Costs per LUE Fire (above) Multiplied by total Light Farms LUE previously used	
	= Annual Fire Cost to Light Farms	
Step 9B	\$Costs per LUE Police (above) Multiplied by total Light Farms LUE on the ground	
	= Annual Police Cost to Light Farms	
	= Annual credit or increase to Light Farms next year calculation	



Public Safety Annual Calculation
Year 2017

Data needed:

Source:

Total GF Revenues (less transfers in not related to Public Safety)		\$8,132,776	2017 Approved Budget (page 43 Ind pmts from LF in 2015/16 FY)
Total County Certified Rolls for Categories A, C1, O		\$683,058,840	2016 Certified Totals (ARB Approved Totals) (7/20/2016)
Effective M&O rate		\$0.4233269	2017 Approved Budget (page 3)
Total Property Taxes from Residential		\$2,891,572	36%
Public Safety budget with Debt service numbers included			
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Police Budget	debt serv = \$34,873; Capital = \$170,000	\$1,991,841	2017 Approved Budget (page 103) Capital & Debt Service Spreadsheet from City
Residential Count for Categories A, C1		2864	2016 Certified Totals (ARB Approved Totals) (7/20/2016) "Count Column"
Total permits in Light Farms at September 30, 2016		835	City Records

Collin CAD

2016 CERTIFIED TOTALS

As of Certification

Property Count: 4,153

CCL - CELINA CITY
ARB Approved Totals

7/20/2016

8:12:28AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	2,543		\$31,845,774	\$631,008,761
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	Totals		10,181.1249	\$40,151,726	\$1,335,215,305

Attachment: City of Celina ILA Fire Protection with Exhibits 12-7-16 FINAL (1860 : Light Farms Fire ILA)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: December 13, 2016
Re: Light Farms Law Enforcement Interlocal Agreement

Action Requested:

Consider and act upon an Interlocal Agreement by and between the City of Celina and Collin County MUD no. 1 pertaining to the contracting for law enforcement services for the District. (Light Farms) (Liebman)

Background Information:

The proposed interlocal agreement with Collin County MUD No. 1 is being proposed in order for the City of Celina to provide law enforcement services to the Light Farms community.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Per the agreement the initial yearly payment shall be \$206,473 per year, prorated to \$154,855 for the initial 9 month period.

Legal Review:

The City's attorney has reviewed the proposed agreement

Supporting Documents:

- Proposed agreement

Staff Recommendation:

staff recommends approval

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is made as of the Effective Date by and between the City of Celina (the "City"), a Texas home rule municipality, and Collin County Municipal Utility District No. 1 (the "District"), collectively, "the Parties."

WHEREAS, Collin County Municipal Utility District No. 1 is a conservation and reclamation district and a political subdivision of the State of Texas, operating under the provisions of Article XVI, Section 59 and Article III, Section 52(b)(3) of the Texas Constitution, Chapters 49 and 54, Texas Water Code, as amended, and Chapter 8164, Special District Local Laws Code; and

WHEREAS, the District is seeking to secure law enforcement services for the benefit of the residents and property owners within its respective boundaries (the "District Area"), as described in the attached Exhibit "A"; and

WHEREAS, pursuant to Section 49.216, Texas Water Code, the District may contract for peace officers with power to make arrests when necessary to prevent or abate the commission of (1) any offense against the rules of the District when the offense or threatened offense occurs on any land, water, or easement owned or controlled by the District; (2) any offense involving injury or detriment to any property owned or controlled by the District; and (3) any offense against the laws of the state; and

WHEREAS, Section 49.212 Texas Water Code, authorizes the District to adopt and enforce all necessary charges or mandatory fees for providing or making available any district facility or service (including law enforcement services); and

WHEREAS, pursuant to an election held on May 10, 2008, a majority of the District electors voting at such election authorized the levy of an operation and maintenance tax unlimited as to rate or amount for operation and maintenance purposes, including paying costs of proper services; and

WHEREAS, the Board of Directors of the District (the "Board of Directors") has determined that it is in the best interests of the District to enter into a contract with the City relative to the providing law enforcement services to the District Area; and

WHEREAS, the Parties hereto now wish to establish a formal contractual arrangement for the provision of law enforcement services to the District Area pursuant to the terms of this Agreement; and

WHEREAS, this Agreement shall be in conformance with Section 49.216, Texas Water Code, and Chapter 791 of the Texas Government Code, more commonly known as the "Interlocal Cooperation Act," which allows governmental entities to contract with each other to perform governmental functions for each other that they are each authorized to perform for themselves.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Preamble. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. Purpose. The purpose of this Agreement is to set forth the terms under which the City will provide law enforcement services to the District Area in return for the payments by the District as set forth herein.

Section 3. Term.

a) **Initial Term.** Unless sooner terminated in accordance with this Agreement, this Agreement shall be for a term commencing on January 1, 2017 (the "Effective Date") and ending September 30, 2022 (said period being "the Initial Term").

b) **Renewal Terms.** This Agreement shall automatically renew for additional five (5) year renewal terms (the "Renewal Term(s)"), without the need for further action by the Parties, until the District Area is annexed for full purposes by the City and the District is abolished. However, any Party shall have the right to terminate this Agreement upon the conclusion of the Initial Term or any Renewal Term, by providing written notice of its election to terminate to the other Party on or before twelve (12) months preceding the scheduled date of expiration of the Initial Term or any Renewal Term.

Section 4. Scope of Services. The City agrees to provide the District with the services described below (hereinafter collectively referred to as "Law Enforcement Services"):

(a) Provide all Law Enforcement Services to the District including but not limited to; patrol, traffic, criminal investigation, special response team and all resources and equipment, as defined and quantified in the annual City of Celina adopted budget, at the same level and to the same degree as are provided to the citizens of Celina. The Celina Police Department will enforce the laws of the State of Texas and the City Ordinances pursuant to this Section 4, and the City will manage the response time, priority of calls and the service provide by the City for the District area in the same manner as within the City limits. The District lies within the City's extra territorial jurisdiction ("ETJ") and its boundaries are depicted in Exhibit "A."

(b) Provide citizens and/or residents of the District with the same access to the City's Police Chief, officers, and employees as is provided to Celina's citizens and residents in relation to law enforcement activities.

(c) City shall maintain records of response to emergency calls, including, but not limited to date, time, location, type of call and time to respond for up to twelve (12) months. It is understood and acknowledged that City shall not be required to provide data and

information relating to periods of time beyond City's standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with City's records retention policy. Any request for records requiring information beyond the basic call for service information described above (generally known as "front page" information under common law), requires the submission of a public information request and shall be governed by the Texas Public Information Act Chapter 552, Texas Government Code.

- (d) Enforce all City Regulations the City is authorized to enforce under Section 2.11 of the Amended and Restated Development Agreement effective March 12, 2007, between, among others, the City, the District, and Forestar/RPG Land Company LLC, as amended by the Ninth Amendment to the Amended and Restated Development Agreement, effective December 13, 2016, between such Parties.

Section 6. Supervision. The Chief of Police for the Celina Police Department will be solely responsible for the planning, organizing, assigning, directing and supervising the City personnel under this Agreement. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be solely determined, directed and performed by the Celina Police Department.

Section 7. Employees, Independent Contractors and Volunteers.

Both Parties agree that (i) the City is an independent contractor, (ii) that the City shall have exclusive control of the performance of services hereunder, and (iii) that employees of the City in no way are to be considered employees of the District. At all times during the term of this Agreement, all police officers and employees shall be solely under the supervision and control of the Chief of Police of Celina or the Chief's duly authorized representative. The District (i) assumes no responsibility for the actions of the City's employees, independent contractors and/or volunteers in performing Law Enforcement Services pursuant to this Agreement, and (ii) will make no recommendations regarding, and are in no way responsible for, the selection, sufficiency or qualification of the City's employees, independent contractors and/or volunteers.

Section 8. Compensation.

(a) General. The Parties have agreed upon a methodology to determine a fair and equitable allocation of the costs of providing Law Enforcement Services to the District Area. The methodology is intended to produce a cost to a resident of the District comparable to that allocable to a resident of the City for same or similar services. The methodology for calculating the annual amount (the "Annual Invoice") to be paid by the District under this section for Law Enforcement Services provided by the City is set forth on Exhibit "B" attached hereto and incorporated herein for all purposes.

- (b) Calculation of Annual Invoice.

- (i) On or before September 1 of each year during the Term of this Agreement, the City shall provide to the District the calculation of the Annual Invoice for the coming year. The Annual Invoice shall consist of two components

as follows: (A) the “Annual Amount” calculated by following the process set forth in Steps 1, 2, 3B, 4B, and 5B of Exhibit B; and (B) the Prior Year Adjustment (hereinafter defined). The Parties agree to make reasonable and good faith efforts to resolve any issues regarding such calculation. [By way of example and to further explain and confirm the intent of the Parties, the calculation of the Annual Amount for the period ending September 30, 2017, is shown on Exhibit B.] Within 30 days from District receipt of such City calculation, but not later than October 1, the City shall send an invoice to the District in the amount of the Annual Invoice.

- (ii) On or before the following August 30, the City shall recalculate the Annual Amount for the current year following the process set forth in Steps 6, 7B, 8B, and 9B of Exhibit B. Should such recalculation produce an increase or decrease, as the case may be, in the Annual Amount for that year (the amount of such increase or decrease, the “Prior Year Adjustment”), the Prior Year Adjustment shall be added to or deducted from, as appropriate, the the Annual Invoice for the coming year.

(c) **Payment of Annual Invoice.** The Annual Invoice shall be paid in ten (10) equal monthly payments, beginning October 25 of each year and ending the following July 25.

(d) **Payment For Period Ending September 30, 2017.** For the period of this Agreement ending September 30, 2017, the Annual Amount is calculated as shown on Exhibit B in the amount of \$206,473. However, such amount shall be reduced to \$154,855 as a result of the proration of the Annual Amount for a nine (9) month period.

- (i) Not later than January 1, 2017, the City will generate the 2017 prorated Annual Invoice with the above amount for the nine (9) months of 2017 that will be covered by the prorated amount.
- (ii) The Annual Invoice for 2017, will be payable in seven (7) monthly payments, beginning January 25, 2017, and ending July 25, 2017.
- (iii) The first Prior Year Adjustment calculation will be done on or before August 2017.

Section 9. City Ordinance/County Conflict. In the event a conflict between the Ordinances of Celina, and County regulations creates difficulty in enforcement, the City shall notify the District of such conflict and the District shall consider an order that cures the inconsistency. If the District is unable, fails or refuses to adopt and order that creates consistency with the corresponding Celina Ordinance within 60 days of notice from the City, the City may refrain from enforcing the conflicting County regulation.

Section 10. Revenues Retained. All revenues, fines, and forfeitures that may be generated by the performance of law enforcement duties within the geographical boundaries of the District shall be retained by the City or County, as appropriate.

Section 11. Default and Remedies.

(a) Notice of Default. No Party shall be in default under this Agreement until (i) written notice of the alleged failure of such Party to perform any of its obligations hereunder has been given by another Party and (ii) such noticed Party has had a period of time, as specified below, in which to cure the alleged failure. The Party declaring a default shall notify the offending Party in writing of any such alleged failure to perform. Such notice shall specify the basis for a declaration of default, and the notified Party shall have thirty (30) days from the receipt of such notice to cure any default. If a default is not cured within such 30-day period, then the noticing Party shall have the option to terminate this Agreement.

(b) City Termination; Other Remedies. City shall have the right to terminate this Agreement for failure by District to make the payments described in Section 8, but only after (i) City provides written notice to the defaulting Party of its intent to so terminate this Agreement and (ii) defaulting Party is given twenty one (21) days from the receipt of such notice from City to cure the failure. City may terminate this Agreement for a failure to pay only after a failure to make all required payments within such 21-day period. City may further seek such legal remedies available to City under law to recover any amount which remains outstanding pursuant to this Agreement. Any amounts due and payable to City and which remain unpaid after 30 days from the date such payment was due shall bear interest at the maximum rate allowed by law commencing on the 31st day after payment was due. In the event City is required to file suit to collect any unpaid amounts under this Agreement, City shall further be entitled to costs and reasonable attorneys' fees incurred in prosecuting such suit.

(c) District Termination. District's recourse for failure of City to furnish Law Enforcement Services under this Agreement will be the right to terminate this Agreement on or after the 60th day after providing written notice to City of such failure containing a description of how City has failed to provide Law Enforcement Services, and City fails to cure such default. Section 10(c) shall not release District of its obligations to pay for Law Enforcement Services provided by City up to the date of termination or the date City ceased providing Law Enforcement Services, whichever is earlier.

(d) District's Rights Upon Termination. Should this Agreement be terminated for any reason, or if any term of this Agreement ends and the Agreement is not renewed, District will be free to seek the services contemplated by this Agreement from any source available to District.

Section 12. Notices. All notices given pursuant to this Agreement shall be in writing and given by overnight courier or certified mail with return receipt requested, in either case with receipt being deemed the date of the signed receipt. Notice given in any other manner shall be effective only if

in writing and when actually received by the Party or Parties to be notified. For the purpose of notice, the addresses of the Parties are as follows

Celina

City Manager
City of Celina
142 N. Ohio St
Celina, TX 75009
(972) 382-2682

Colling County Municipal District No. 1

President, Board of Directors
Collin County MUD No. 1
c/o Crawford & Jordan, LLP
3100 McKinnon, Suite #1100
Dallas, Texas 75230
(214) 981-9090

Each Party shall have the right to change its address and specify same as the notice address for purposes of this Agreement by giving at least 30 days written notice to the other Parties.

Section 13. Jurisdiction. The District grants full and complete authorization and jurisdiction to the City for all Law Enforcement Services provided by the City contained in this Agreement. Said jurisdiction shall apply to the boundary limits of the District.

Section 14. Attorneys Fees and Venue. In the event suit is filed by either Party as a result of the performance or non-performance of the terms set forth in this Agreement, and given that this Agreement is a contract for services, under Chapter 271 of the Texas Local Government Code, the prevailing Party shall recover its reasonable attorney fees and court costs, with venue of any such action to be in a state court in Collin County, Texas.

Section 15. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall be not be affected thereby.

Section 16. Force Majeure.

(a) In the event any Party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of such Party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period of time. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected shall give written notice of such force majeure to the other Parties to this Agreement. If possible to remedy, such cause shall be remedied with all reasonable dispatch.

(b) The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the United States or the State

of Texas or other military authority with jurisdiction over the District, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, arrests, civil disturbances, widespread pestilence, explosions, breakage or accidents to machinery, pipelines or canals, significant variations from normal weather conditions reasonably expected during the period in question, and any other inability a Party could not have avoided by the exercise of due diligence and care. "Force majeure" shall not mean or refer to governmental regulations or acts of any governmental entity, board, commission or council over which a Party may reasonably exert influence in order to meet its obligations pursuant to this Agreement.

Section 17. Liability. This Agreement shall not waive or alter any defense or immunity the City or District has under State law or Federal law for claims arising from its performance of this Agreement, including, but not limited to, the failure to provide or the method of providing Law Enforcement Services.

Section 18. Indemnification.

(a) To the extent permitted by law, the District agrees to hold harmless, save and indemnify the City from and against any and all claims for damages, personal injury and/or death that may be asserted against the City arising from the District's negligence or the District's performance hereunder.

(b) To the extent permitted by law, the City agrees to hold harmless, save and indemnify the District from and against any and all claims for damages, personal injury and/or death that may be asserted against the District arising from the City's negligence or the City's performance hereunder.

(c) The foregoing notwithstanding, the Parties hereto reserve the right to assert all available legal defenses and all protections and limitations of liability provided by State law and Federal law, including but not limited to the Texas Tort Claims Act and the Texas Constitution relative to these Parties.

(d) The provisions of this indemnification are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.

Section 20. Waiver of Breach. No waiver by either Party of any default or breach of a term or condition of this Agreement by the other Party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

Section 21. Modification. This Agreement may only be modified, changed or altered at any time upon mutual agreement of the Parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the governing bodies of the City and the District.

Section 22. Parties In Interest. This Agreement shall be for the sole and exclusive benefit of the City and the District and shall not be construed to confer any benefit or right upon any other party.

Section 23. Entire Agreement. This Agreement constitutes the entire Agreement among the Parties relative to the subject matter hereof. There have not been and are no agreements, covenants, representations or warranties among the Parties, either oral or written, relative to such subject matter other than those expressly stated or provided for herein other than the Fire Protection Agreement.

Section 24. 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.

Section 25. No Waiver of Immunity. Nothing in this Agreement shall give any claim or cause of action to any person or Party not a Party to this Agreement, nor create any claim or cause of action against the City or the District which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each Party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the Parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person, Party, or entity.

Section 26. Authority and Enforceability. The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individuals executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

Section 27. 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.

Section 28. Miscellaneous. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the Parties. This Agreement shall not be construed more strictly against the drafter as both Parties have the benefit of counsel in the negotiation and preparation of this Agreement. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

IN WITNESS WHEREOF, we have hereunto set our hands this the ____ day of _____, 2016 in duplicate originals.

CITY CELINA, TEXAS

**COLLIN COUNTY MUNICIPAL
UTILITY DISTRICT NO. 1**

Sean Terry, Mayor

Keller Webster, President

ATTEST:

ATTEST:

Vicki Faulkner City Secretary

Gordon Greeson, Board Secretary

Exhibit "A"

[Description of District Area]

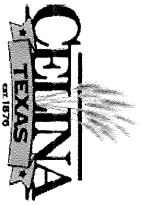


Exhibit "B"

[Calculation of Annual Invoice]

SLIM & County Court

Packet Pg. 901



Public Safety Annual Calculation
Year 2017

Data needed:

Source:

Total GF Revenues (less transfers in not related to Public Safety)		\$8,132,776	2017 Approved Budget (page 43 incl pmts from LF in 2015/16 FY)
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Collin CAD

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As of Certification

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CCL - CELINA CITY
ARB Approved Totals

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X	Totally Exempt Property	212		\$1,811,522	\$100,785,522
	Totals		10,181.1249	\$40,151,726	\$1,335,215,305

Attachment: City of Celina ILA Law Enforcement with Exhibits 12-7-16 FINAL (1867 : Light Farms Police ILA)

CCL/519004

True Automation, Inc.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: December 13, 2016
 Re: Light Farms Development Agreement 9th Amendment

Action Requested:

Consider and act upon a ninth amendment to the Amended and Restated Development Agreement with Light Farms Parties. (Liebman)

Background Information:

The proposed 9th amendment to the development agreement extends the City's permitting services to all commercial, retail, & non-residential developments within the Light Farms community. Additionally the agreement extends the City's traffic and animal control laws to the community.

Finally the agreement formalizes the contracting of Celina Police, Fire & EMS Services to Light Farms.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City's Land Use Attorney has reviewed the proposed agreement.

Supporting Documents:

- Proposed Agreement

Staff Recommendation:

Staff recommends approval.

**NINTH AMENDMENT TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

This Ninth Amendment to Amended and Restated Development Agreement (this "Ninth Amendment") is made and entered into effective as of December 13, 2016 (the "Effective Date") by and among the City of Celina, Texas (the "City") and the following owners of land in the City's extraterritorial jurisdiction who execute this Ninth Amendment: Collin County Municipal Utility District No. 1 ("MUD 1"), LFC Land Company, LLC ("LFC"), LFC Land Company II, LLC ("LFC II"), LFC Development Company I, LLC ("LFC Development I"), LFC Devco Maydelle, LLC ("LFC Maydelle"), LFC Devco BIG II, LLC ("LFC BIG"), LFC Devco Cypress, LLC ("LFC Cypress"), LFC Devco Graham, LLC ("LFC Graham"), LFC Devco HLH, LLC ("LFC HLH"), LFC Devco GM, LLC ("LFC GM"), LFC Devco Sage, LLC ("LFC Sage"), LFC Devco EC, LLC ("LFC EC"), LFC Devco Sage II, LLC ("LFC Sage II"), and Highland Homes-Dallas, LLC, American Legend Homes, Darling Homes of Texas, LLC, Drees Custom Homes, LP, Shaddock Homes, Ltd., Horizon Homes, LLC, Sanders Custom Builder, Ltd, d/b/a Huntington Homes, K. Hovanian DFW Light Farms, LLC, Perry Homes, LLC, and Mainvue TX, LLC (the last ten parties are collectively referred to herein as the "Homebuilders"). LFC Development I, LFC Maydelle, LFC BIG, LFC Cypress, LFC Graham, LFC HLH, LFC GM, LFC Sage, LFC EC and LFC Sage II are collectively referred to herein as the "LFC Devcos." LFC, LFC II, and the LFC Devcos are collectively referred to as the "LFC Parties"). The parties hereto are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, LFC owns or was the owner of the property described by metes and bounds and depicted on the attached **Exhibit A** (the "LFC Property"); and

WHEREAS, LFC II owns or was the owner of the property described by metes and bounds and depicted on the attached **Exhibit B** (the "LFC II Property"); and

WHEREAS, the property described by metes and bounds and depicted on the attached **Exhibit A** and **Exhibit B** includes certain parcels and platted lots owned by the LFC Devcos (the "Devco Property"); and

WHEREAS, the property described by metes and bounds and depicted on the attached **Exhibit A** and **Exhibit B** includes certain platted lots owned by the Homebuilders (the "Homebuilder Lots"); and

WHEREAS, the LFC Property, the LFC II Property, the Devco Property and the Homebuilder Lots are collectively referred to herein as the "Property"; and

WHEREAS, for purposes of this Ninth Amendment, the defined term "Property" excludes platted lots that are within the metes and bounds description and depiction on the attached **Exhibit A** and **Exhibit B** to the extent such lots are not owned by any of the LFC Parties, MUD 1, or the Homebuilders on the Effective Date; and

WHEREAS, the City, Forestar/RPG Land Company, LLC ("RPG"), Lucas Celina 209, Ltd., Central Frisco, Ltd. executed that certain Amended and Restated Development Agreement approved by the City Council on March 12, 2007 and dated effective as of March 12, 2007 and filed in the deed records of Collin County, Texas as Instrument No. 20071101001489980 (the "Original Development Agreement"), as modified by the following: (a) that certain Addendum to Amended and Restated Development Agreement approved by the City Council on May 14, 2007 and dated effective as of March 12, 2007 and filed in the deed records of Collin County, Texas as Instrument No. 200711010011489990 (the "Addendum"); (b) that certain First Amendment to Amended and Restated Development Agreement approved by the City Council on August 13, 2007 and dated effective as of March 12, 2007 and filed in the deed records of Collin County, Texas as Instrument No. 20071114001544520 (the "First Amendment"); (c) that certain Second Amendment to Amended and Restated Development Agreement approved by the City Council on December 14, 2009 and dated effective as of March 12, 2007 and filed in the deed records of Collin County, Texas as Instrument No. 20100105000007540 (the "Second Amendment"); (d) that certain Third Amendment to Amended and Restated Development Agreement approved by the City Council on, and dated effective as of, May 9, 2011 and filed in the deed records of Collin County, Texas as Instrument No. 20120423000464760 (the "Third Amendment"); (e) that certain Fourth Amendment to Amended and Restated Development Agreement approved by the City Council on October 8, 2012 and dated effective as of October 12, 2012 and filed in the deed records of Collin County, Texas as Instrument No. 20121114001454530 (the "Fourth Amendment"); (f) that certain Fifth Amendment to Amended and Restated Development Agreement approved by the City Council on May 13, 2014 and filed in the deed records of Collin County, Texas as Instrument No. 20140711000715400 (the "Fifth Amendment"); (g) that certain Memorandum of Amendment to Development Agreement executed September 16, 2014 and filed in the deed records of Collin County, Texas as Instrument No. 20140916001001050 (the "Memorandum"); (h) that certain Sixth Amendment to Amended and Restated Development Agreement approved by the City Council on September 8, 2015 and filed in the deed records of Collin County, Texas as Instrument No. 20151022001338070 (the "Sixth Amendment"); (i) that certain Seventh Amendment to Amended and Restated Development Agreement approved by the City Council on November 10, 2015 and filed in the deed records of Collin County, Texas as Instrument No. 20151228001609150 (the "Seventh Amendment"); and (j) that certain Eighth Amendment to Amended and Restated Development Agreement approved by the City Council on January 19, 2016 and filed in the deed records of Collin County, Texas as Instrument No. 20160307000271300 (the "Eighth Amendment"), (the Original Development Agreement, the Addendum, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Memorandum, the Sixth Amendment, the Seventh Amendment and the Eighth Amendment are hereafter collectively referred to as the "Development Agreement"); and

WHEREAS, this Ninth Amendment further amends the Development Agreement, as such agreement relates to the portions of the Property governed by such agreement; and

WHEREAS, except as otherwise defined in this Ninth Amendment, capitalized terms used in this Ninth Amendment shall have the same meaning given to such terms in the Development Agreement; and

WHEREAS, (a) RPG, by Instrument No. 20120423000464800 filed of record in the deed records of Collin County, Texas, assigned to LFC all of its rights, title, and interest in and to the LFC Property; (b) LFC assigned to LFC Development I, LFC Maydelle, LFC BIG, LFC Cypress, LFC Graham, LFC HLH, LFC GM and LFC EC all of its rights, title, and interest in and to the portions of the LFC Property acquired by each of those eight entities; (c) LFC II assigned to LFC Sage and LFC Sage II all of its rights, title, and interest in and to the portion of the LFC II Property acquired by each of those two entities; and (d) without making RPG a party to this Ninth Amendment or otherwise requiring RPG's approval, the LFC Parties and MUD 1 are authorized to amend the Development Agreement, as they relate to the Property, save and except the Homebuilder Lots;

WHEREAS, the City, LFC and MUD 1 entered into that certain Interlocal Agreement for Fire Protection Services dated effective as of December 13, 2016 (the "Fire Protection ILA"),

WHEREAS, the City, LFC and MUD 1 entered into that certain Interlocal Agreement for Law Enforcement Services dated effective as of December 13, 2016 (the "Law Enforcement ILA"),

WHEREAS, the Property is located within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other city or town.

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties contract and agree as follows:

1. **Commercial Building Inspections.** Notwithstanding anything contained in the Development Agreement to the contrary, all commercial, retail or other non-residential buildings constructed on the Property shall comply with the Building Codes and are subject to the Permit Services.
2. **Additional City Regulations.** The Additional City Regulations described in Section 2.11 (added by the Eighth Amendment) are hereby expanded to include the following provisions of the City's Code of Ordinances, in the same manner the City enforces such regulations within the City's corporate limits:
 - (a) Section 2.01.001 "Animals (Includes Running at Large)";
 - (b) Articles 2.02 through 2.05 "Dogs and Cats";
 - (c) Section 12.01.001 "State Traffic Laws";
 - (d) Section 12.02 "Traffic-Control Devices"; and
 - (e) Section 12.04.003 "Parking of Commercial Vehicles in Residential Subdivisions."
3. **Applicability of Article 2.** Article 2 of the Development Agreement is hereby amended to provide that the applicability of the Additional City Regulations described in Section

2.11 (added by the Eighth Amendment and expanded by this Ninth Amendment) as to the Property is hereby extended until such time as the Property is annexed into the City.

4. **Amendment to Section 6.8.** Section 6.8 of the Development Agreement shall be amended in its entirety to read as follows:

6.8 Police, Fire and Emergency Services.

- (a) Fire and Emergency Services. The City agrees with the LFC Parties and MUD 1 to provide firefighting and emergency medical services to all properties located within the boundaries of MUD 1 in accordance with the Fire Protection ILA.
- (b) Police Services. The City agrees with the LFC Parties and MUD 1 to provide police services to all properties located within the boundaries of MUD 1 in accordance with the Law Enforcement ILA. The City, the LFC Parties and MUD 1 acknowledge that to the extent there is a conflict between the regulations imposed by the Law Enforcement ILA and the City's enforcement of the Additional City Regulations, the Additional City Regulations shall control.
- (d) If MUD 1 and Collin County enter into an interlocal agreement with Collin County pursuant to Section 251.151 of the Texas Transportation Code and Section ~~791.035~~[791.036](#) of the Texas Government Code to apply the County's traffic regulations to MUD 1 roads, including preparation of the agreement and any proposed regulations and maps, the City agrees to use good faith efforts to enter into an interlocal agreement with Collin County allowing the City to enforce Collin County's traffic regulations within the boundaries of MUD 1; provided, however, failure of the City and Collin County to reach agreement on and enter into such interlocal agreement shall not constitute a default by the City of this Agreement.

5. **Effective Date of Applicability of Ninth Amendment.** After the City approves and signs this Ninth Amendment, this Ninth Amendment shall be deemed effective as of the Effective Date as to each tract of land within the Property upon the date the owner of such tract signs this Ninth Amendment. The lack of a signature by one or more of the owners of a portion of the Property shall not affect the validity of this Ninth Amendment as to the Parties who have signed this Ninth Amendment and the portion of the Property owned by such Parties.
6. **Captions.** The captions of each section of this Ninth Amendment are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties or any provisions hereof, or in ascertaining the intent of any Party with respect to the provisions hereof.

7. **Severability.** If any provision of this Ninth Amendment is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from the Development Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this the Development Agreement, as amended by this Ninth Amendment, shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (x) if it is determined that, as of the Effective Date, any Party other than the City does not own any portion of the Property, this Ninth Amendment shall remain in full force and effect with respect to all of the Property that is then owned by a Party to this Ninth Amendment or a successor or assign of one of the Parties, and (y) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Ninth Amendment shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property is no longer within the City's ETJ, this Ninth Amendment shall remain in full force and effect with respect to all of the Property that remains within the City's ETJ.
8. **Binding Obligation; Releases; Estoppel.** This Ninth Amendment shall bind and inure to the benefit of the Parties, their successors, and their permitted Assignees. This Ninth Amendment shall be recorded in the Real Property Records of Collin County, Texas, and, upon recordation, shall bind and constitute a covenant running with the Property. This Ninth Amendment is binding on the Parties and their respective successors and assigns for the term of this Ninth Amendment. The provisions in Section 2.11 of the Development Agreement as amended by this Ninth Amendment are land use and development regulations that are binding on an end-buyer of a fully developed and improved lot pursuant to Section 212.172(f) of the Texas Local Government Code. For purposes of this Amendment, the Parties agree as follows: (1) that the term "end-buyer" means any owner, lessee, or occupant; and (2) that term "fully developed and improved lot" means any lot, regardless of proposed use, for which the City has approved a final plat.
9. **Authority.** By signing this Ninth Amendment, the Parties agree that they have all necessary authority to enter into this Ninth Amendment, including any necessary approval by partners, directors or council members.
10. **Interlocal Agreement.** This Ninth Amendment, as an amendment to the Development Agreement, shall constitute an Interlocal Cooperation Agreement entered into between MUD 1 and the City pursuant to Chapter 791, Texas Government Code, as amended.
11. **Exhibits.** The exhibits attached to this Ninth Amendment are incorporated as part of this Ninth Amendment for all purposes as if set forth in full in the body of this Amendment.
12. **Effect on Only the Property.** The Parties acknowledge that this Ninth Amendment governs only the Property, as defined by this Ninth Amendment, and has no effect on the rights or obligations of the "East Commercial Property Owner" or the "West Commercial Property Owner" as described in the Development Agreement.

13. **Development Agreement in Effect.** Except to the extent amended by this Ninth Amendment, the Parties acknowledges and agrees the Development Agreement remains in full force and effect without further amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have signed and agreed to this Ninth Amendment in multiple copies, each of equal dignity, as of the dates set forth in the respective acknowledgments below.

Approved by:

City of Celina, Texas

By: _____

Name: _____

Date: _____

Title: Mayor

STATE OF TEXAS

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COUNTY OF COLLIN

This instrument was acknowledged before me on this _____ day of December, 2016, by _____, Mayor, City of Celina, Texas, a Texas home rule municipality on behalf of said municipality.

Notary Public, State of Texas

Approved by:

LFC LAND COMPANY, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Land Company, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

LFC LAND COMPANY II, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Land Company II, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

LFC DEVELOPMENT COMPANY I, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Development Company I, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

LFC DEVCO MAYDELLE, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

STATE OF TEXAS §
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COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Devco Maydelle, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

LFC DEVCO BIG II, LLC

a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on _____, 2016, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Devco BIG II, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

LFC DEVCO CYPRESS, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Devco Cypress, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

LFC DEVCO GRAHAM, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on _____, 2016, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Devco Graham, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

LFC DEVCO HLH, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

STATE OF TEXAS §
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COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Devco HLH, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

LFC DEVCO GM, LLC

a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on _____, 2016, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Devco GM, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

LFC DEVCO SAGE, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on _____, 2016, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Devco Sage, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

LFC DEVCO SAGE II, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on _____, 2016, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Devco Sage II, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

LFC DEVCO EC, LLC

a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on _____, 2016, by _____, _____ of RJM/Celina III GP, Inc., a Texas corporation and general partner of RJM/Celina III, L.P., a Texas limited partnership and manager of LFC Devco EC, LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

**COLLIN COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1**

By:

Name:

Title:

ATTEST:

By: _____

Name: _____

Title : _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by
_____, _____ of the Collin County
Municipal Utility District No. 1 on behalf of said district.

Notary Public, State of Texas

Approved by:

HIGHLAND HOMES - DALLAS, LLC.
a Texas limited liability company

By: Highland Homes Management, Inc.

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____ of Highland Homes Management, Inc., a _____ and _____ of Highland Homes - Dallas, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

AMERICAN LEGEND HOMES, LLC

a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on _____, 2016, by _____, _____ of American Legend Homes, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Approved by:

DARLING HOMES OF TEXAS, LLC

By: _____
 Name: _____
 Title: _____

STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by _____, _____ of Darling Homes, LLC, a Texas limited liability company on behalf of said limited liability company.

 Notary Public, State of Texas

Approved by:

DREES CUSTOM HOMES, LP.
a Texas limited partnership

By: Drees Builders, Inc., an Ohio corporation, its
general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2016, by
_____, _____ of Drees Builders, Inc., an Ohio corporation
and general partner of Drees Custom Homes, LP, a Texas limited partnership, on behalf of said
limited partnership.

Notary Public, State of Texas

Approved by:

SANDERS CUSTOM BUILDER, LTD

a Texas limited partnership d/b/a Huntington Homes

By: _____

Name: _____

Title: _____

STATE OF TEXAS

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COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2016, by _____, _____ of Sanders Custom Builder, Ltd, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

Approved by:

SHADDOCK HOMES, LTD.
a Texas limited partnership

By: Shaddock H GP, LLC, a Texas limited liability
company, its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on _____, 2016, by
_____, _____ of Shaddock H GP, LLC, a Texas limited
liability company and general partner of Shaddock Homes, Ltd., a Texas limited partnership, on
behalf of said limited partnership.

Notary Public, State of Texas

Approved by:

K. HOVNANIAN DFW LIGHT FARMS, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS

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§
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COUNTY OF _____

This instrument was acknowledged before me on _____, 2016, by _____, _____ of Horizon Homes Management Inc., a Texas corporation and _____ of Horizon Homes, LLC, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

Approved by:

HORIZON HOMES, LLC
a Texas liability company

By: Horizon Homes Management, Inc.

By: _____
 Name: _____
 Title: _____

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on _____, 2016, by _____, _____ of Horizon Homes Management Inc., a Texas corporation and _____ of Horizon Homes, LLC, a Texas limited liability company, on behalf of said company.

 Notary Public, State of Texas

Approved by:

MAINVUE TX, LLC,
a Delaware limited liability company

By: Mainvue Homes, LLC, a Delaware limited liability
company, its manager

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by
_____, _____ of Mainvue Homes, LLC, a Delaware
limited liability company, manager of Mainvue TX, LLC, a Delaware limited liability company,
on behalf of said company.

Notary Public, State of Texas

Approved by:

PERRY HOMES, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by
_____, _____ of Perry Homes, LLC, a Texas limited
liability company, on behalf of said company.

Notary Public, State of Texas

After recording, return to:

Republic Property Group
Attn: Tim McKnight
8401 N. Central Expressway, Suite 350
Dallas, Texas 75225

Exhibits:

Exhibit A Legal Description of the LFC Property
Exhibit B Legal Description of the LFC II Property

Exhibit A
Legal Description of the LFC Property

TRACT A

Being a 597.17 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, and the Collin County School Land Survey No. 14, Abstract No. 167, and being all of Tract A, a 597.17 acre tract of land as described in instrument to LFC Land Company, LLC, as recorded in Document Number 20120423000464780, Land Records, Collin County, Texas, all of a 1.00 acre tract of land as described in instrument to Frederick L Albrecht, as recorded in Document Number 20070510000634680, Land Records, Collin County, Texas, all of a 1.00 acre tract of land as described in instrument to Keller Webster, as recorded in Document Number 20070510000634710, Land Records, Collin County, Texas, all of a 1.00 acre tract of land as described in instrument to Andy Harvey, as recorded in Document Number 20070510000724440, Land Records, Collin County, Texas, all of a 1.00 acre tract of land as described in instrument to Gordon Greeson, as recorded in Document Number 20070510000634740, Land Records, Collin County, Texas, all of a tract of 1.00 acre tract of land as described in instrument to Kenneth Prater, as recorded in Document Number 20070510000634770, Land Records, Collin County, Texas, and a portion of Collin County Road 51. Said 597.17 acre tract, with reference bearing of grid north, Texas State Plane Coordinates, North Central Zone, HARN NAD 83 (93) datum, being more particularly described by metes and bounds as follows:

Commencing at ½ inch iron rod found for the northwest corner of a called 161.4193 acre tract of land conveyed by deed to the Board of Regents of the Texas A&M University System recorded in Volume 2513, Page 274, Land Records, Collin County, Texas, and being on the west line of aforesaid John Ragsdale Survey, and being on the east line of the F.D. Gary Survey, Abstract No. 361;

THENCE, North 89 degrees 56 minutes 06 seconds East, along the North line of aforesaid 161.4193 acre tract of land, a distance of 950.04 feet to the POINT OF BEGINNING and being the most southerly southwest corner of said Lucas Celina tract;

THENCE, North 00 degrees 36 minutes 37 seconds West, along a west line of said Lucas Celina tract a distance of 1,513.85 feet to a 5/8 inch iron rod found;

THENCE, North 30 degrees 59 minutes 39 seconds East, continuing along a northwesterly line of said Lucas Celina tract a distance of 867.40 feet to a 1/2 inch iron rod found at an inner ell corner of said Lucas Celina tract;

THENCE, South 59 degrees 00 minutes 21 seconds East, departing the northwesterly line of said Lucas Celina tract a distance of 50.00 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars" on a northwesterly line of said 408.510 acre tract;

THENCE, North 30 degrees 59 minutes 39 seconds East, along a northwesterly line of said 408.510 acre tract a distance of 575.60 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars";

THENCE, North 59 degrees 00 minutes 21 seconds West, departing the northwesterly line of said 408.510 acre tract a distance of 260.21 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars" and being the beginning of a non-tangent curve to the left having a radius of 3,644.79 feet;

THENCE, in a northerly direction along said curve to the left through a central angle of 36 degrees 57 minutes 20 seconds, an arc distance of 2,350.88 feet and being subtended by a chord bearing North 09 degrees 52 minutes 14 seconds East, a distance of 2,310.34 feet;

THENCE, North 08 degrees 36 minutes 26 seconds West, a distance of 1,585.77 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 27 minutes 32 seconds East, passing at 322.72 feet a 5/8 inch iron rod found at the most northerly southwest corner of said 408.510 acre tract, passing at 1,521.70 feet a 5/8 inch iron rod found at an inner ell corner of said 408.510 acre tract, continuing for a total distance of 1,571.93 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars";

THENCE, North 04 degrees 53 minutes 56 seconds East, a distance of 1,990.49 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars";

THENCE, North 03 degrees 20 minutes 56 seconds East, a distance of 52.00 feet to a 5/8 inch iron rod found with cap stamped "Huitt-Zollars" on the north line of said 408.510 acre tract;

THENCE, North 89 degrees 32 minutes 06 seconds East, along the north line of said 408.510 acre tract a distance of 657.83 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Carter Burgess" found for corner at the northeast corner of said 408.51 acre tract and the common northeast corner of said John Ragsdale Survey and the southwest corner of the M.D. Bullion Survey, Abstract No. 137 and being on the west line of Collin County School Land Survey No. 14, Abstract No. 167 and the west line of a tract of land conveyed to Richard C. Smith and wife, Janet L. Smith by deed recorded in County Clerk's File No. 97-0086916, Land Records, Collin County, Texas.

THENCE, South 01 degrees 06 minutes 02 seconds East, along the east line of said 408.510 acre tract and the west line of said Collin County School Land Survey No. 14, Abstract No. 167 and the common west line of said Smith Tract, and the common west line of a 100.593 acre tract conveyed by deed to the Walton Bradford Family Partnerships, L.P. recorded in Volume 5050, Page 00784, Land Records, Collin County, Texas, and the west line of tract of land conveyed by deed to Albert Mokhtar, trustee, recorded in Volume 2722, Page 333, Land Records, Collin County, Texas, a distance of 3,004.05 feet to a point for corner;

THENCE, North 89 degrees 28 minutes 05 seconds East, passing at a distance of 35.43 feet a 1" iron pipe found for the northwest corner of aforesaid 151.289 acre tract and continuing along the

north line of said 151.289 acre tract and the common south line of aforesaid Albert Mokhtar Tract, a total distance of 1,948.01 feet to a ½ inch iron rod found for the northeast corner of said 151.289 acre tract and the southeast corner of said Albert Mokhtar Tract and being on the west right-of-way of the Red River Texas & Southern Railway Company, Tract No. 54, by deed recorded in Volume 121, Page 20, Land Records, Collin County, Texas.

THENCE, South 11 degrees 20 minutes 28 seconds West, along the east line of aforesaid 151.289 acre tract and the common west line of aforesaid Red River Texas & Southern Railway Company Tract No. 54, a distance of 4,816.17 feet to a ½ inch iron rod found for the southeast corner of said 151.289 acre tract and point on the north line of a called 81.68 acre tract of land, conveyed to Graham S. Stelzer and wife, Doris Stelzer by deed recorded in Volume 587, Page 146, Land Records, Collin County, Texas;

THENCE, South 89 degrees 32 minutes 42 seconds West, along the south line of aforesaid 151.289 acre tract and the common north line of aforesaid 81.68 acre tract, passing at a distance of 884.15 feet a 3/8 inch iron rod found for the southeast corner of said 151.289 acre tract and continuing a total distance of 910.34 feet to a point for corner on the east line of aforesaid 408.510 acre tract;

THENCE, South 01 degrees 06 minutes 02 seconds East, along the east line of said 408.510 acre tract, a distance of 1,090.95 feet to a 5/8 inch iron rod with a yellow plastic cap stamped “Carter Burgess” set for corner at the southeast corner of said 408.510 acre tract and the northeast corner of aforesaid 161.4193 acre tract;

THENCE, along the south line of said 408.510 acre tract and the common north line of said 161.4193 acre tract, the following courses and distances:

NORTH 89 degrees 44 minutes 17 seconds West, a distance of 138.60 feet to a point for corner;

NORTH 82 degrees 40 minutes 54 seconds West, a distance of 632.77 feet to a point for corner;

SOUTH 89 degrees 19 minutes 08 seconds West, a distance of 1,314.05 feet to a point for corner;

SOUTH 87 degrees 52 minutes 29 seconds West, a distance of 475.03 feet to a point for corner;

SOUTH 89 degrees 56 minutes 06 seconds West, a distance of 722.47 feet to the POINT OF BEGINNING and containing 597.17 acres of land, more or less.

TRACT B

Being a 209.022 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being all of Tract B, a 209.022 acre tract of land as described in instrument to LFC Land Company, LLC, recorded in Document No. 20120423000464780, Land Records, Collin County, Texas, said 209.022 acre tract, with bearing basis of grid north, Texas State Plane Coordinates, north central zone, harn nad 83 (93) datum, being more particularly described by metes and bounds as follows:

Beginning at ½ inch iron rod found for the northeast corner of aforesaid 209.022 acre tract and being the southeast corner of a called Tract 4, conveyed to Ownsby 1880 Farms, LTD. by deed recorded in County Clerk's File No. 99-0005737, Land Records, Collin County, Texas and being on the west line of a called Tract 1, conveyed to Ownsby 1880 Farms, LTD. by deed recorded in County Clerk's File No. 99-0005737, Land Records, Collin County, Texas;

THENCE, South 00 degrees 28 minutes 05 seconds east, along the east line of aforesaid 209.022 acre tract, and the west line of aforesaid Tract 1 and a called Tract 2 & Tract 3, conveyed to Ownsby 1880 Farms, LTD. by deed recorded in County Clerk's File No. 99-0005737, Land Records, Collin County, Texas, a distance of 4058.21 feet to a 60D Nail found for the southwest corner of aforesaid Tract 3;

THENCE, continuing along the east line of aforesaid 209.022 acre tract and the west line of a called 139.708 acre tract of land, conveyed to Keeran Family Partnership, LTD., recorded in County Clerk's File No. 2001-0083876, Land Records, Collin County, Texas, the following courses and distances:

SOUTH 00 degrees 28 minutes 43 seconds East, a distance of 658.85 feet to a ½ inch iron rod found for corner;

SOUTH 00 degrees 26 minutes 50 seconds East, a distance of 2675.40 feet to a 3/8 inch iron rod found for corner in the approximate centerline of Business Highway No. 289 (A variable prescriptive width right-of-way) and being the southeast corner of aforesaid 209.022 acre tract and the southwest corner of aforesaid 139.708 acre tract, from said corner a 60D nail bears north 00 degrees 52 minutes 30 seconds West, a distance of 33.68 feet found for witness;

THENCE, South 89 degrees 29 minutes 44 seconds West, along the south line of aforesaid 209.022 acre tract and with the approximate centerline of aforesaid Business Highway No. 289, a distance of 1322.70 feet to a 3/8 inch iron rod found for the southwest corner of said 209.022 acre tract and the southeast corner of a called 7.438 acre tract of land, conveyed to Lotti Loraine Couch by deed recorded in County Clerk's File No. 97-0002825, Land Records, Collin County, Texas, from said corner a 60D nail bears north 01 degrees 13 minutes 49 seconds west, a distance of 37.84 feet found for witness;

THENCE, North 00 degrees 42 minutes 12 seconds West, along a west line of aforesaid 209.022 acre tract and the common east line of aforesaid 7.438 acre tract, a distance of 605.95 feet to a ½ inch iron rod found for the northeast corner of said 7.438 acre tract;

THENCE, North 00 degrees 18 minutes 06 seconds West, continuing along a west line of aforesaid 209.022 acre tract and the common east line of a called 81.68 acre tract of land, conveyed to Graham S. Stelzer and wife, Doris Stelzer by deed recorded in Volume 587, Page 146, Land Records. Collin County, Texas, a distance of 2067.07 feet to a ½ inch iron rod found for the insider ell corner of said 209.022 acre tract and the northeast corner of said 81.68 acre tract;

THENCE, South 89 degrees 31 minutes 56 seconds West, along a south line of aforesaid 209.022 acre tract and the common north line of aforesaid 81.68 acre tract, a distance of 353.59 feet to a 5/8 inch iron rod with a yellow plastic cap stamped “Carter Burgess” set for corner on the east right-of-way of the Red River Texas & Southern Railway Company Tract No. 54 by deed recorded in Volume 121, Page 20, Land Records, Collin County, Texas;

THENCE, North 11 degrees 20 minutes 28 seconds East, along the west line of aforesaid 209.022 acre tract and the west line of aforesaid 69.81 acre tract and the common east line of aforesaid Red River Texas & Southern Railway Company Tract No. 54, a distance of 4816.78 feet to a 5/8 inch iron rod with a yellow plastic cap stamped “Carter Burgess” set for the northwest corner of said 209.022 acre tract and the southwest corner of aforesaid Tract 4;

THENCE, North 89 degrees 04 minutes 39 seconds East, along the north line of aforesaid 209.022 acre tract and the common south line of aforesaid Tract 4, a distance of 687.89 feet to the POINT OF BEGINNING and containing 209.022 acres of land, more or less.

Exhibit B
Legal Description of the LFC II Property

Keeran Tract

BEING all that certain lot, tract or parcel of land situated in the City of Celina, Collin County, Texas, out of the Collin County School Land No. 14 Survey, Abstract 167, and being a part of the 134.88 acres of Land described in Deeds to Keeran Family Partnership, Ltd., as recorded in County Clerk's file Number 2001-0083874 and 2001-0083876 of the Real Property Records of Collin County, Texas, and being more particular described by metes and bounds as follows:

BEGINNING AT A ½" IRON ROD FOUND FOR THE Northwest corner of said 134.88 acre tract, said point also being in the East line of a 209.022 acre tract of land conveyed to LFC Land Company as recorded in County Clerk's file No. 2012-0423000464780 of the Real Property Records of Collin County, Texas, said point also being the Southwest corner of tract of land conveyed to Ownsby Farms, Ltd., as recorded in Volume 4332, Page 1047, Deed Records, Collin County, Texas;

THENCE North 89 degrees 35 minutes 26 seconds East (North 89 degrees 58 minutes West Deed), (Basis of Bearings per North Central Texas Zone 4203 State Plane Coordinates) South line of said Ownsby Farms Ltd. Tract for distance of 1334.62 feet (1335.30 feet Deed) to a 1/2" iron rod found for the Northeast corner of said 134.88 acre tract, said point also being the Northwest corner of a called 15.211 acre tract of land conveyed to J. Altus Inc. Profit Sharing Trust & Metroplex Properties LLC & Dall Developments, Inc. as recorded in Volume 5870 at Page 5025 of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 15 minutes 00 seconds East (South 00 degrees 00 minutes 38 seconds West Deed), and following along the East line of said 134.88 acre tract, and the West line of said 15.211 acre J. Altus tract and also along the West line of a 15.28 acre tract of land conveyed to John Feizy by Deed and recorded in County Clerk's file No. 93-0056727, for a distance of 1045.61 feet to a 1/2" iron rod found for corner, said point being the Southwest corner of a 3.99 acre tract of land conveyed to Terry Barnes by Deed as recorded in Volume 2006, Page 93180, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 54 minutes 17 seconds East and continuing along the East line of the Keeran Family 134.88 acre tract and the West line of said 3.99 acre Terry Barnes Tract, for a distance of 527.61 feet to a point for the Southwest corner of said 3.99 acre Terry Barnes Tract, same being the Northwest corner of 12.0734 acre tract of land conveyed to J. Altus Inc. Profit Sharing by Deed and Recorded in Volume 5826 at Page 5441 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 03 minutes 36 seconds West and following along the West line of said 12.0734 acre J. Altus Inc. Profit Sharing Tract, for a distance of 417.19 feet to a ½" iron rod found for the Southwest corner of said 12.0734 acre J. Altus Inc. Profit Sharing Tract;

THENCE South 00 degrees 30 minutes 27 seconds East across said 134.88 acre tract for a distance of 1341.14 feet to a railroad spike set in asphalt for corner in the center of Business Highway No. 289 Also known as County Road No. 5 and also known as North Coleman Street (an undedicated variable width prescriptive right of way);

THENCE South 89 degrees 29 minutes 33 seconds West and following along the center of said roadway and the South line of said 134.88 acre tract, for a distance of 1332.51 feet to a 3/8" iron rod found for the Southwest corner of said 134.88 acre tract, same being the Southeast corner of the aforementioned 209.022 acre tract;

THENCE North 00 degrees 26 minutes 47 seconds West (North 00 degrees 05 minutes West Deed), and following along the West line of said 134.88 acre tract and the East line of said 209.22 acre tract for a distance of 2674.96 feet (2675.16 feet Deed) to a 1/2" iron rod found for corner;

THENCE North 00 degrees 29 minutes 23 seconds West (North 0 degrees 12 minutes West Deed) , and continuing along the West line of said 134.88 acre tract and the East line of said 209.022 acre tract for a distance of 658.83 feet (659.2 feet Deed) to the point of Beginning and Containing 101.9292 acres of Land, more or less of which 0.9177 acres of land lies within the aforesaid Business Highway No. 289, leaving 101.0115 acres of land net of right of way.

Texas A&M Tract

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being all of a tract of land described in instrument to the Board of Regents of the Texas A & M University System as recorded in Volume 2513, Page 274 of the Deed Records, Collin County, Texas and being more particularly described as follows;

BEGINNING at a P.K. Nail found at the southeast corner of said Texas A & M University System tract, said point being at the approximate intersection of CR 5 and CR 51;

THENCE along the approximate centerline of CR 5, South 89 degrees 26 minutes 49 seconds West a distance of 4,240.33 feet (Deed 4,239.94 feet) to a 1/2 inch iron rod found at the southwest corner of said Texas A & M University System tract and being at the approximate intersection of CR 5 and CR 50;

THENCE departing the approximate centerline of CR 5, North 00 degrees 36 minutes 39 seconds West a distance of 1,674.54 feet (Deed 1,673.98 feet) to a 1/2 inch iron rod found at the northwest corner of the aforementioned Texas A & M University System tract;

THENCE along the northerly line of said Texas A & M University System tract and the approximate centerline of a drainage ditch the following;

North 89 degrees 56 minutes 00 seconds East a distance of 1,672.59 feet (Deed 1,669.51 feet) to a point for corner;

North 87 degrees 52 minutes 29 seconds East a distance of 475.03 feet to a point for corner;

North 89 degrees 19 minutes 08 seconds East a distance of 1,314.05 feet to a point for corner;

South 82 degrees 40 minutes 54 seconds East a distance of 632.77 feet to a point for corner;

South 89 degrees 44 minutes 17 seconds East a distance of 138.60 feet (Deed 138.11 feet) to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" in the approximate centerline of the aforementioned CR51;

THENCE along the approximate centerline of the aforementioned CR51, South 01 degrees 06 minutes 06 seconds East a distance of 1,587.75 feet to the POINT OF BEGINNING and containing 161.51 Acres of land, more or less.

Document comparison by Workshare Professional on Tuesday, December 06, 2016 5:36:52 AM

Input:	
Document 1 ID	PowerDocs://LEGAL/59750/5
Description	LEGAL-#59750-v5-9th_Amendment_to_Amended_and_Restated_Developmer
Document 2 ID	PowerDocs://LEGAL/59750/6
Description	LEGAL-#59750-v6-9th_Amendment_to_Amended_and_Restated_Developmer
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Redline Summary:		
No.	Change	Text
1-2	Change	"1920.011\59750.5" changed to "1920.011\59750.6"
3	Insertion	WHEREAS, except as...Agreement; and
4-5	Change	"Transportation Code and...Texas Government Code to" changed to "Transportation Code and...Texas Government Code to"

6-7	Change	"1920.011\59750.5" changed to "1920.011\59750.6"
8-9	Change	"1920.011\59750.5" changed to "1920.011\59750.6"
10-11	Change	"1920.011\59750.5" changed to "1920.011\59750.6"

Statistics:	
	Count
Insertions	6
Deletions	5
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	11



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Rick Chaffin, Interim City Manager
Date: December 13, 2016
Re: Annual Service Plan Update-Wells South Public Improvement District

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Wells South Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutounchian)

Background Information:

The Service and Assessment Plan and Assessment Roll for each PID is required to be reviewed and updated annually by the City Council as described in the PID Act, Chapter 372. This review must be done and the Plan must be updated prior to the end of the year so that the PID Administrator can issue the Assessment invoices. The PID Administrator provided these to the city on 12/8, and City review is pending at this time. The annual review process for all PIDs will be moving to August to better manage the review and updating process and to allow the assessment invoices to be sent out during September along with other tax assessments.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Ordinance reviewed by the City Attorney.

Supporting Documents:

Ordinance

Staff Recommendation:

Recommend approval pending Petty & Associates review.

CITY OF CELINA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2015-34R adopted on July 14, 2015, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Wells South Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, the City Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on October 30, 2015 in The Celina Record, a newspaper of general circulation in the City; and

WHEREAS, on December 7, 2015, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance Nos. 2015-65 and 2015-66 approving the Wells South Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on December 7, 2015, the City Council convened the Levy and Assessment Hearing and adopted Ordinance Nos. 2015-67 and 2015-68, authorizing the issuance of bonds secured by the assessments levied pursuant to the Assessment Ordinance; 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 Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

Attachment: Wells South PID_FINAL (1870 : SAP update)

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That 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: That the Wells South Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance 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 punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS ____ DAY OF _____ 20____.

Sean Terry, Mayor

Attachment: Wells South PID_FINAL (1870 : SAP update)

ATTEST:

Vicki Faulkner, City Secretary

Rick Chaffin, Interim City Manager

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Wells South PID_FINAL (1870 : SAP update)

Exhibit A

Attachment: Wells South PID_FINAL (1870 : SAP update)

WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

December 8, 2016

Attachment: Wells South PID - Annual Service Plan Update - 2016 (1870 : SAP update)

WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

Wells South Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on July 14, 2015 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) (the “NIA #1 Bonds”) in the aggregate principal amount of \$5,790,000, The City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) (the “MIA Bonds”) in the aggregate principal amount of \$8,040,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. In addition, the prorated share of the City Contributed Major Improvements in the total amount of \$2,120,000 is secured by special assessments.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (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 Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2016 (the “Annual Service Plan Update”).

The City also adopted assessment rolls (the “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 2016.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The current total estimated costs of the Major Improvements is equal to \$5,715,000, the total estimated cost of the NIA #1 Improvements Costs (including the proportional share of the Major Improvement Costs) is equal to \$4,545,000 and the current prorated share of the total estimated costs of the City Contributed Major Improvements allocable to the PID is equal to \$2,010,000 as shown in the Service and Assessment Plan.

As shown by Table A below, the PID has incurred indebtedness in the total amount of \$15,950,000 in the form of the Bonds and City Contributed Major Improvements, which are to be repaid from Assessments.

Table A
Sources and Uses of Funds
Authorized Improvements

Sources of Funds	Major Improvement Area Bonds	NIA #1 Bonds	City Contributed Major Improvements	Total
Gross Bond amount	\$8,040,000	\$5,790,000	\$0	\$13,830,000
Gross share of City Certificates of Obligation	\$0	\$0	\$2,120,000	\$0
Other funding sources	\$0	\$0	\$0	\$0
Total Sources	\$8,040,000	\$5,790,000	\$2,120,000	\$15,950,000
Uses of Funds				
Project Fund deposits:				
Authorized improvements	\$5,715,000	\$4,545,000	\$2,010,000	\$12,270,000
Developer Counsel/SAP/Appraisal	\$98,829	\$71,171	\$0	\$170,000
	\$5,813,829	\$4,616,171	\$2,010,000	\$12,440,000
Other fund deposits				
Debt Service Reserve Fund	\$653,930	\$412,100	\$0	\$1,066,030
Capitalized Interest	\$1,020,075	\$357,247	\$0	\$1,377,322
Additional proceeds	\$2,448	\$0	\$0	\$2,448
Subtotal	\$1,676,452	\$769,347	\$0	\$2,445,799
Costs of issuance	\$336,598	\$251,002	\$0	\$587,600
Underwriter's discount/Underwriter's counsel	\$213,121	\$153,479	\$0	\$366,600
Financing cost	\$0	\$0	\$110,000	\$110,000
Total Uses	\$8,040,000	\$5,790,000	\$2,120,000	\$15,950,000

A service plan must cover a period of five years. All of the Authorized Improvements are expected to be built within a period of five years. The projected Annual Installments for the MIA Bonds, the NIA #1 Bonds and the City Contributed Major Improvements (net of any Capitalized Interest) are shown by Table B.

Table B
Projected Annual Installments
2015 - 2020

Period ending Sept. 30	Projected Annual Installments		
	MIA Bonds	NIA#1 Bonds	City Contributed Major Improvements
2016	\$30,000	\$30,000	\$46,402
2017	\$96,253	\$333,281	\$68,762
2018	\$754,412	\$497,037	\$173,520
2019	\$753,636	\$497,599	\$171,189
2020	\$757,473	\$497,835	\$173,617
2021	\$755,522	\$497,747	\$180,603
Total	\$3,147,296	\$2,353,499	\$814,093

Debt Service and Collection Costs

NIA #1 - Annual Installments

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 issuance of the NIA #1 Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the NIA #1 Bonds commencing with the issuance of the NIA #1 Bonds. The effective interest rate on the NIA #1 Bonds is 6.25 percent for 2016-17. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the NIA #1 Bonds (6.25%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. In addition, the total 2016-17 debt service interest amount applicable to the City Contributed Major Improvements proportionally allocated to the PID is \$65,193, as provided by the City. The prorated share of NIA #1 is equal to \$14,994 ($\$65,193 \times 23\% = \$14,994$). These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of NIA #1 Annual Installments that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the NIA #1 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and the applicable Trust Indenture.

NIA #1 Annual Installments to be collected for 2016

The budget for NIA #1 of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table C.

Table C
Budget for the NIA #1 Annual Installments
To be collected for 2016

	<u>NIA #1</u>	<u>City</u>	
	<u>Bonds</u>	<u>Contributed</u>	
		<u>Major</u>	<u>Total</u>
		<u>Improvements</u> ¹	
Interest payment on March 1, 2017	\$180,938	\$7,568	\$188,505
Interest payment on September 1, 2017	\$180,938	\$7,426	\$188,364
Principal payment on September 1, 2017	\$0	0	\$0
Subtotal debt service on bonds	\$361,875	\$14,994	\$376,869
Administrative Expenses	\$29,383	\$1,217	\$30,600
Excess interest for debt service reserve fund	\$48,974	\$0	\$48,974
<i>Subtotal Expenses</i>	<i>\$440,232</i>	<i>\$16,212</i>	<i>\$456,443</i>
Available reserve fund income	\$0	0	\$0
Available capitalized interest account	\$106,951	0	\$106,951
Available Administrative Expense account	\$0	0	\$0
<i>Subtotal funds available</i>	<i>\$106,951</i>	<i>\$0</i>	<i>\$106,951</i>
Annual Installments	\$333,281	\$16,212	\$349,492

1 – The interest due on the City Contributed Major Improvements is \$65,193, as provided by the City. 23% of this prorated amount is allocated to the NIA #1 based on the ratio shown in the SAP.

As shown in Table C above, the total Annual Installment for 2016 is equal to \$349,492. The total debt service payments on the NIA #1 Bonds (net of available capitalized interest) and the City Contributed Major Improvements for 2016-17, the Administrative Expenses and excess interest for debt service reserve fund to be collected for 2016 are shown as \$269,918 (\$376,889 - \$106,951 = \$269,918), \$30,600 and \$48,974, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIA #1 Bonds, to fund the debt service reserve transfer described in the SAP, and to cover Administrative Expenses of NIA #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest.

According to the Developer, there are no Owner Association Properties (HOA) for 2016. As a result, the Annual Installment for 2016 will be collected from the Assessed Property within NIA #1 that are shown in the SAP. The Annual Installment to be collected from each Parcel in NIA #1 is determined using the percentage of Special Assessments for each Parcel as shown in Table D.

Table D
Allocation of Annual Installment to NIA #1 Parcels for 2016

Parcel	Estimated Assessable Units	PID Bond Special Assessment	Percentage of Special Assessments¹	2016 NIA #1 Annual Installment
2122501	177	\$4,274,303	74.57%	\$260,608.90
965735	186	\$1,457,797	25.43%	\$88,883.47
HOA	0	\$57,900	0.00%	\$0.00
Total	363	\$5,790,000	100.00%	\$349,492.37

1 – the percentages are calculated excluding the HOA property.

The list of parcels within NIA #1 of the PID, the estimated number of units to be developed on the current Parcels, the total Assessment, the Annual Assessment, the Administrative Expenses, the excess interest amount and the Annual Installment to be collected for 2016 are shown in the NIA #1 Assessment Roll summary attached hereto as Appendix A-1.

Major Improvement Area - Annual Installments

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-one annual installments of principal and interest beginning with the tax year following the issuance of the MIA Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the MIA Bonds commencing with the issuance of the MIA Bonds. The effective interest rate on the MIA Bonds is 7.5 percent for 2016-17. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the MIA Bonds (7.5%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. In addition, the total 2016-17 debt service interest amount applicable to the City Contributed Major Improvements proportionally allocated to the PID is \$65,193, as provided by the City. The prorated share of the Major Improvement Area is equal to \$50,199 ($\$65,193 \times 77\% = \$50,199$). These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a

Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the MIA Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used fund the debt service reserve fund transfers as described in the Service and Assessment plan and applicable Trust Indenture.

Major Improvement Area Annual Installments to be collected for 2016

The budget for the Major Improvement Area of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table E.

Table E
Budget for the Major Improvement Area Annual Installments
To be collected for 2016

	<u>MIA Bonds</u>	<u>City Contributed Major Improvements</u>	<u>Total</u>
Interest payment on March 1, 2017	\$301,500	\$25,336	\$326,836
Interest payment on September 1, 2017	\$301,500	\$24,862	\$326,362
Principal payment on September 1, 2017	\$0	\$0	\$0
Subtotal debt service on bonds	\$603,000	\$50,199	\$653,199
Administrative Expenses	\$28,248	\$2,352	\$30,600
Excess interest for debt service reserve fund	\$68,005	\$0	\$68,005
Subtotal Expenses	\$699,253	\$52,550	\$751,804
Available reserve fund income	\$0	\$0	\$0
Available capitalized interest account	\$603,000	\$0	\$603,000
Available Administrative Expense account	\$0	\$0	\$0
Subtotal funds available	\$603,000	\$0	\$603,000
Annual Installments	\$96,253	\$52,550	\$148,804

1 – The interest due on the City Contributed Major Improvements is \$65,193, as provided by the City. 77% of this prorated amount is allocated to the Major Improvement Area based on the ratio shown in the SAP.

As shown in Table E above, the total Annual Installment for 2016 is equal to \$148,804. The aggregate debt service payments on the MIA Bonds and the City Contributed Major Improvements for 2016-17, the Administrative Expenses and excess interest for debt

service reserve fund to be collected for 2016 are shown as \$50,199 (\$653,199 - \$603,000), 30,600 and \$68,005, respectively.

According to the Developer, there are no Owner Association Properties (HOA) for 2016. As a result, the Annual Installment for 2016 will be collected from the Assessed Property within Major Improvement Area that are shown in the SAP. The Annual Installment to be collected from each Parcel in Major Improvement Area is determined using the percentage of Special Assessments for each Parcel as shown in Table F.

Table F
Allocation of Annual Installment to MIA Parcels for 2016

Parcel	Estimated Assessable Units	PID Bond Special Assessment	Percentage of Special Assessments¹	2016 MIA Annual Installment
2122501	177	\$1,356,178	17.04%	\$25,353.54
965735	186	\$1,339,067	16.82%	\$25,033.65
965726	392	\$2,945,337	37.00%	\$55,062.64
965771	127	\$1,075,679	13.51%	\$20,109.66
1498472	64	\$1,243,340	15.62%	\$23,244.06
HOA	0	\$80,400	0.00%	\$0.00
Total	946	\$8,040,000	100.00%	\$148,803.55

¹ – the percentages are calculated excluding the HOA property.

The list of parcels within Major Improvement Area of the PID, the estimated number of units to be developed on the current residential parcels, the total Assessment, the Annual Assessment, the Administrative Expenses, the excess interest amount and the Annual Installment to be collected for 2016 are shown in the Major Improvement Area Assessment Roll summary attached hereto as Appendix A-2.

C. 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 estimated build out value of 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.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll 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.H of this Service and Assessment Plan.

The summary of NIA #1 and Major Improvement Area Assessment Rolls are shown in Appendix A-1 and A-2, respectively. 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.

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 formula shown in the SAP.

According to the Developer and the City, there have been no parcel subdivisions in the PID applicable for the Annual Installments to be collected in 2016.

There have been no Assessment prepayments as of November 30, 2016.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
NIA #1 Assessment Roll Summary – 2016

Attachment: Wells South PID - Annual Service Plan Update - 2016 (1870 : SAP update)

Appendix A-1
NIA #1 Assessment Roll Summary
2016

Parcel	Estimated Assessable Units	PID Bond Special Assessments	Percentage of Special Assessments	Annual Assessment	Administrative Expenses	Excess Interest for Debt Service Reserve	Annual Installment
2122501	177	\$4,274,303	74.57%	\$201,272.29	\$22,817.76	\$36,518.85	\$260,608.90
965735	186	\$1,457,797	25.43%	\$68,646.08	\$7,782.24	\$12,455.15	\$88,883.47
HOA	0	\$57,900	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Total	363	\$5,790,000	100.00%	\$269,918.37	\$30,600.00	\$48,974.00	\$349,492.37

Appendix A-2
Major Improvement Area Assessment Roll Summary – 2016

Attachment: Wells South PID - Annual Service Plan Update - 2016 (1870 : SAP update)

Appendix A-2
Major Improvement Area Assessment Roll Summary
2016

Parcel	Estimated Assessable Units	Total Assessment	Percentage of Special Assessments	Annual Assessment	Administrative Expenses	Excess Interest for Debt Service Reserve	Annual Installment
2122501	177	\$1,356,178	17.04%	\$8,552.96	\$5,213.71	\$11,586.87	\$25,353.54
965735	186	\$1,339,067	16.82%	\$8,445.05	\$5,147.93	\$11,440.68	\$25,033.65
965726	392	\$2,945,337	37.00%	\$18,575.26	\$11,323.10	\$25,164.28	\$55,062.64
965771	127	\$1,075,679	13.51%	\$6,783.95	\$4,135.36	\$9,190.35	\$20,109.66
1498472	64	\$1,243,340	15.62%	\$7,841.33	\$4,779.91	\$10,622.81	\$23,244.06
HOA	0	\$80,400	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Total	946	\$8,040,000	100.00%	\$50,198.55	\$30,600.00	\$68,005.00	\$148,803.55



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Rick Chaffin, Interim City Manager
Date: December 13, 2016
Re: Annual Service Plan Update-Wells North Public Improvement District

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Wells North Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutounchian)

Background Information:

The Service and Assessment Plan and Assessment Roll for each PID is required to be reviewed and updated annually by the City Council as described in the PID Act, Chapter 372. This review must be done and the Plan must be updated prior to the end of the year so that the PID Administrator can issue the Assessment invoices. The PID Administrator provided these to the city on 12/8, and City review is pending at this time. The annual review process for all PIDs will be moving to August to better manage the review and updating process and to allow the assessment invoices to be sent out during September along with other tax assessments.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Ordinance reviewed by the City Attorney.

Supporting Documents:

Ordinance

Staff Recommendation:

Recommend Approval pending Petty & Associates review.

CITY OF CELINA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE WELLS NORTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2016-12R adopted on February 9, 2016, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Wells North Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, the City Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on March 11, 2016 in The Celina Record, a newspaper of general circulation in the City; and

WHEREAS, on March 29, 2016, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance Nos. 2016-19 and 2016-20 approving the Wells North Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on March 29, 2016, the City Council convened the Levy and Assessment Hearing and adopted Ordinance Nos. 2016-21 and 2016-22, authorizing the issuance of bonds secured by the assessments levied pursuant to the Assessment Ordinance; 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 Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

Attachment: Wells North PID_FINAL (1871 : SAP update)

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That 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: That the Wells North Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance 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 punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS ____ DAY OF _____ 20____.

Sean Terry, Mayor

Attachment: Wells North PID_FINAL (1871 : SAP update)

ATTEST:

Vicki Faulkner, City Secretary

Rick Chaffin, Interim City Manager

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Wells North PID_FINAL (1871 : SAP update)

Exhibit A

Attachment: Wells North PID_FINAL (1871 : SAP update)

WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

December 8, 2016

Attachment: Wells North PID - Annual Service Plan Update - 2016 (1871 : SAP update)

WELLS NORTH PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The Wells North Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on February 9, 2016 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) (the “NIA #1 Bonds”) in the aggregate principal amount of \$6,425,000, The City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area Project) (the “MIA Bonds”) in the aggregate principal amount of \$3,235,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (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 Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2016 (the “Annual Service Plan Update”).

The City also adopted assessment rolls (the “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 2016.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The original total estimated costs of the Neighborhood Improvement Area #1 (“NIA #1”) Authorized Improvements (including the proportional share of the Major Improvement Costs and bond issuance costs) was equal to \$8,209,506 and the original total estimated costs of the Major Improvement Area (“MIA”) Authorized Improvements (including the bond issuance costs) was equal to \$3,454,050. According to the Developer, there have been no changes in these original estimates to be included in this Annual Service Plan Update.

As shown in Table A in the following page, the PID has incurred indebtedness in the total amounts of \$3,235,000 and \$6,425,000 in the form of the MIA Bonds and NIA #1 Bonds, respectively, which are to be repaid from Special Assessments.

Table A
Sources and Uses of Funds
Public Improvements

<u>Sources of Funds:</u>	<u>MIA Bonds</u>	<u>NIA #1 Bonds</u>
Gross Bond Amount	\$3,235,000	\$6,425,000
Development Agreement Contributions	\$219,050	\$365,950
Owner contribution	\$0	\$1,418,556
Total sources of funds	\$3,454,050	\$8,209,506
<u>Uses of Funds:</u>		
Authorized Improvements	\$2,303,000	\$6,423,000
Development Agreement Contributions		
City regional park improvements	\$219,050	\$365,950
Costs of issuing the MIA Bonds and NIA #1 Bonds		
Deposit to capitalized interest fund	\$403,901	\$440,494
Deposit to debt service reserve fund	\$230,663	\$447,313
Bond issue costs including underwriter's costs	\$297,436	\$532,750
<i>Subtotal: Costs of issuing the North Improvement Area Bonds</i>	<i>\$932,000</i>	<i>\$1,420,556</i>
Total uses of funds	\$3,454,050	\$8,209,506

A service plan must cover a period of five years. The Authorized Improvements for the Major Improvement Area are expected to be built within a period of five years. The projected Annual Installments for the Major Improvement Area over a period of five years is shown in Table B.

Table B
Projected Annual Installments - MIA
2016 - 2021

Period Ending September 30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual PI Installment
2016	\$0	\$62,576	\$0	\$0	\$0	\$0	(\$62,576)	\$
2017	\$0	\$170,663	\$30,600	\$6,470	\$9,705	\$0	(\$170,663)	\$46,77
2018	\$0	\$170,663	\$31,212	\$6,470	\$9,705	\$0	(\$170,663)	\$47,38
2019	\$60,000	\$170,663	\$31,836	\$6,470	\$9,705	\$0	\$0	\$278,67
2020	\$60,000	\$167,888	\$32,473	\$6,350	\$9,525	\$0	\$0	\$276,23
2021	\$65,000	\$165,113	\$33,122	\$6,230	\$9,345	\$0	\$0	\$278,81
Total	\$185,000	\$907,566	\$159,243	\$31,990	\$47,985	\$0	(\$403,902)	\$927,88

A service plan must cover a period of five years. The Authorized Improvements for the NIA #1 are expected to be built within a period of five years. The projected Annual Installments for the NIA #1 over a period of five years is shown in Table C.

Table C
Projected Annual Installments – NIA #1
2016 - 2021

Period Ending September 30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual PI Installment
2016	\$0	\$118,181	\$0	\$0	\$0	\$0	(\$118,181)	
2017	\$0	\$322,313	\$30,600	\$12,850	\$19,275	\$0	(\$322,313)	\$62,7
2018	\$100,000	\$322,313	\$31,212	\$12,850	\$19,275	\$0	\$0	\$485,6
2019	\$100,000	\$317,938	\$31,836	\$12,650	\$18,975	\$0	\$0	\$481,3
2020	\$125,000	\$313,563	\$32,473	\$12,450	\$18,675	\$0	\$0	\$502,1
2021	\$125,000	\$308,094	\$33,122	\$12,200	\$18,300	\$0	\$0	\$496,7
Total	\$450,000	\$1,702,402	\$159,243	\$63,000	\$94,500	\$0	(\$440,494)	\$2,028,6

Debt Service and Collection Costs

NIA #1 - Annual Installments

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-one annual installments of principal and interest beginning with the tax year following the issuance of the NIA #1 Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the NIA #1 Bonds commencing with the issuance of the NIA #1 Bonds. The effective interest rate on the NIA #1 Bonds is 5.02 percent per annum for 2017. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5%) higher than the actual interest rate (Excess interest Rate) paid on the debt. Accordingly, the effective interest rate on the NIA #1 Bonds (5.02%) plus an additional interest of one-half of one percent are used to calculate the interests on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the NIA #1 Assessments on a Parcel to the total amount of NIA #1 Assessments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the NIA #1 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to fund the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

NIA #1 Annual Installments to be collected for 2016

The budget for NIA #1 of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table D.

Table D
Budget for the NIA #1 Annual Installments
To be collected for 2016

	<u>NIA #1</u> <u>Bonds</u>
Interest payment on March 1, 2017	\$161,157
Interest payment on September 1, 2017	\$161,157
Principal payment on September 1, 2017	\$0
Subtotal debt service on bonds	\$322,313
Administrative expenses	\$30,600
Excess interest for prepayment and delinquency reserves	\$32,125
Subtotal Expenses	\$385,038
Available reserve fund income	\$0
Available capitalized interest account	\$322,313
Available Administrative Expense account	\$0
Subtotal funds available	\$322,313
Annual Installments	\$62,725

As shown in Table D above, the total Annual Installment for 2016 is equal to \$62,725. The total debt service payments on the NIA #1 Bonds (net of available capitalized interest), the Administrative Expenses and excess interest for prepayment and delinquency reserves to be collected for 2016 are shown as \$0 (\$322,313 - \$322,313 = \$0), 30,600 and \$32,125, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIA #1 Bonds, to fund the prepayment reserve and delinquency reserve described in the Service and Assessment Plan, and to cover Administrative Expenses of NIA #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest.

According to the Developer, there are no Owner Association (HOA) Properties for 2016. As a result, the Annual Installment for 2016 will only be collected from the Assessed Property within NIA #1 that are shown in the SAP. The Annual Installment to be collected from each Parcel in NIA #1 is determined using the percentage of Special Assessments for each Parcel excluding the HOA as shown in Table E.

Table E
Allocation of Annual Installment to NIA #1 Parcels for 2016

Parcel	PID Special Assessments	Percentage of Special Assessments¹	2016 Annual Installments
992448	\$4,767,958	74.96%	\$47,018.07
2738451	\$1,592,792	25.04%	\$15,706.93
HOA	\$64,250	0.00%	\$0.00
Total	\$6,425,000	100.00%	\$62,725.00

1 – the percentages are calculated excluding the HOA property.

The list of parcels within NIA #1 of the PID, the NIA #1 Special Assessments on each Parcel, the percentages calculated as shown in Table E above and the Annual Installment to be collected for 2016 are shown in the NIA #1 Assessment Roll summary attached hereto as Appendix A-1.

Major Improvement Area - Annual Installments

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-one annual installments of principal and interest beginning with the tax year following the issuance of the MIA Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the MIA Bonds commencing with the issuance of the MIA Bonds. The effective interest rate on the MIA Bonds is 5.28 percent per annum for 2017. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5%) higher than the actual interest rate (Excess Interest Rate) paid on the debt. Accordingly, the effective interest rate on the MIA Bonds (5.28%) plus an additional interest of one-half of one percent are used to calculate the interests on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the MIA Assessments on a Parcel to the total amount of MIA Special Assessments in the Major Improvement Area of PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the MIA Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to fund the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Major Improvement Area Annual Installments to be collected for 2016

The budget for Major Improvement Area of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table F.

Table F
Budget for the MIA Annual Installments
To be collected for 2016

	<u>MIA Bonds</u>
Interest payment on March 1, 2017	\$85,331
Interest payment on September 1, 2017	\$85,331
Principal payment on September 1, 2017	\$0
Subtotal debt service on bonds	\$170,663
Administrative expenses	\$30,600
Excess interest for prepayment and delinquency reserves	\$16,175
Subtotal Expenses	\$217,438
Available reserve fund income	\$0
Available capitalized interest account	\$170,663
Available Administrative Expense account	\$0
Subtotal funds available	\$170,663
Annual Installments	\$46,775

As shown in Table F above, the total Annual Installment for 2016 is equal to \$46,775. The total debt service payments on the MIA Bonds (net of available capitalized interest), the Administrative Expenses and excess interest for prepayment and delinquency reserves to be collected for 2016 are shown as \$0 ($\$170,663 - \$170,663 = \0), 30,600 and \$16,175, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the MIA Bonds, to fund the prepayment and delinquency reserves described in the Service and Assessment Plan, and to cover Administrative Expenses of the Major Improvement Area. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest.

According to the Developer, there are no HOA properties for 2016. As a result, the Annual Installment for 2016 will only be collected from the Assessed Property within the Major Improvement Area that are shown in the SAP. The Annual Installment to be collected from each Parcel in the Major Improvement Area is determined using the percentage of Special Assessments for each Parcel as shown in Table G as calculated excluding the HOA.

Table G
Allocation of Annual Installment to MIA Parcels for 2016

Parcel	PID Special Assessments	Percentage of Special Assessments¹	2016 Annual Installments
992448	\$2,030,954	63.41%	\$29,662.27
2738451	\$1,171,696	36.59%	\$17,112.73
HOA	\$32,350	0.00%	\$0.00
Total	\$3,235,000	100.00%	\$46,775.00

1 – the percentages are calculated excluding the HOA property.

The list of parcels within the Major Improvement Area of the PID, the MIA Special Assessments on each Parcel, the percentages calculated as shown in Table G above and the Annual Installment to be collected for 2016 are shown in the MIA Assessment Roll summary attached hereto as Appendix A-2.

C. 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 ratio of estimated build out value 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.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll 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 VII.C of the Service and Assessment Plan.

The summary Assessment Rolls are shown in Appendix A-1 and A-2. 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.

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 formula shown in the SAP.

According to the Developer and the City, there have been no parcel subdivisions in the PID applicable for the Annual Installments to be collected in 2016.

There have been no Assessment prepayments as of November 30, 2016.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
NIA #1 Assessment Roll Summary – 2016

Attachment: Wells North PID - Annual Service Plan Update - 2016 (1871 : SAP update)

Appendix A-1
NIA #1 Assessment Roll Summary
2016

Parcel	PID Special Assessments	Percentage of Special Assessments	Annual Assessments	Administrative Expenses	Excess Interest for reserves	2016 Annual Installments
992448	\$4,767,958	74.96%	\$0.00	\$22,937.47	\$24,080.60	\$47,018.07
2738451	\$1,592,792	25.04%	\$0.00	\$7,662.53	\$8,044.40	\$15,706.93
HOA	\$64,250	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$6,425,000	100.00%	\$0.00	\$30,600.00	\$32,125.00	\$62,725.00

Attachment: Wells North PID - Annual Service Plan Update - 2016 (1871 : SAP update)

Appendix A-2
Major Improvement Area Assessment Roll Summary – 2016

Attachment: Wells North PID - Annual Service Plan Update - 2016 (1871 : SAP update)

Appendix A-2
Major Improvements Area Assessment Roll Summary
2016

Parcel	PID Special Assessments	Percentage of Special Assessments	Annual Assessments	Administrative Expenses	Excess Interest for reserves	2016 Annual Installments
992448	\$2,030,954	63.41%	\$0.00	\$19,404.93	\$10,257.34	\$29,662.27
2738451	\$1,171,696	36.59%	\$0.00	\$11,195.07	\$5,917.66	\$17,112.73
HOA	\$32,350	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$3,235,000	100.00%	\$0.00	\$30,600.00	\$16,175.00	\$46,775.00

Attachment: Wells North PID - Annual Service Plan Update - 2016 (1871 : SAP update)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Rick Chaffin, Interim City Manager
Date: December 13, 2016
Re: Annual Service Plan Update-Sutton Fields II Public Improvement District

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Sutton Fields II Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutounchian)

Background Information:

The Service and Assessment Plan and Assessment Roll for each PID is required to be reviewed and updated annually by the City Council as described in the PID Act, Chapter 372. This review must be done and the Plan must be updated prior to the end of the year so that the PID Administrator can issue the Assessment invoices. The PID Administrator provided these to the city on 12/8, and City review is pending at this time. The annual review process for all PIDs will be moving to August to better manage the review and updating process and to allow the assessment invoices to be sent out during September along with other tax assessments.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Ordinance reviewed by the City Attorney

Supporting Documents:

Ordinance

Staff Recommendation:

Recommend approval pending Petty & Associates review.

CITY OF CELINA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2015-51R adopted on October 13, 2015, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Sutton Fields II Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, the City Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on October 23, 2015 in The Celina Record, a newspaper of general circulation in the City; and

WHEREAS, on November 10, 2015, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance Nos. 2015-54 and 2015-56 approving the Sutton Fields II Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on November 10, 2015, the City Council convened the Levy and Assessment Hearing and adopted Ordinance Nos. 2015-55 and 2015-57, authorizing the issuance of bonds secured by the assessments levied pursuant to the Assessment Ordinance; 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 Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

Attachment: Sutton Fields_FINAL PID (1872 : SAP update)

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

SECTION 1: That 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: That the Sutton Fields II Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance 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 punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS ____ DAY OF _____ 20____.

ATTEST:

Chad Anderson, Mayor Pro Tem

Vicki Faulkner, City Secretary

Rick Chaffin, Interim City Manager

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Sutton Fields_FINAL PID (1872 : SAP update)

Exhibit A

Attachment: Sutton Fields_FINAL PID (1872 : SAP update)

SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

December 8, 2016

Attachment: Sutton Fields II PID - Annual Service Plan Updates - 2016 (1872 : SAP update)

SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The Sutton Fields II Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on October 13, 2015 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #1 Project) (the “NIA #1 Bonds”) in the aggregate principal amount of \$11,560,000, The City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #2-5 Major Improvement Project) (the “NIA #2-5 MI Bonds”) in the aggregate principal amount of \$16,825,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. In addition, reimbursement obligations for the NIA #1 Reimbursement Agreement in the aggregate principal amount of \$2,225,000 are secured by NIA #1 special assessments.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (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 Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2016 (the “Annual Service Plan Update”).

The City also adopted assessment rolls (the “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 2016.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The original total estimated costs of the Neighborhood Improvement Area #1 (“NIA #1”) Authorized Improvements (including the proportional share of the Major Improvement Costs and bond issuance related costs) was equal to \$14,125,423 and the original total estimated costs of the Neighborhood Improvement Areas #2-5 (“NIAs #2-5”) Authorized Improvements (including bond issuance related costs) was equal to \$17,293,250. The Developer has since submitted proposed changes to these original cost estimates, which are currently under review by the City. The proposed changes related to the estimated

costs of the Authorized Improvements will be presented in a separate annual service plan update after the City review is completed.

Debt Service and Collection Costs

NIA #1 - Annual Installments

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-five annual installments of principal and interest beginning with the tax year following the issuance of the NIA #1 Bonds and/or execution of the NIA #1 Reimbursement Agreement.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the NIA #1 Bonds commencing with the issuance of the NIA #1 Bonds. The effective interest rate on the NIA #1 Bonds is 7.25 percent per annum. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5%) higher than the actual interest rate (Excess interest Rate) paid on the debt. Accordingly, the effective interest rate on the NIA #1 Bonds (7.25%) plus an additional interest of one-half of one percent are used to calculate the interests on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the NIA #1 Assessments on a Parcel to the total amount of NIA #1 Assessments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as the Tax Increment Reinvestment Zone No. 4 (the “TIRZ”) incremental taxes available to the PID (the “TIRZ Credit”), capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the NIA #1 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to fund the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

NIA #1 Annual Installments to be collected for 2016

The budget for NIA #1 of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table A.

Table A
Budget for the NIA #1 Annual Installments
To be collected for 2016

	Series 2015 NIA #1 Bonds	NIA #1 Reimbursement Agreement ¹	<u>Total</u>
Interest payment on March 1, 2017	\$419,050	\$0	\$419,050
Interest payment on September 1, 2017	\$419,050	\$0	\$419,050
Principal payment on September 1, 2017	\$0	\$0	\$0
Subtotal debt service on bonds	\$838,100	\$0	\$838,100
Administrative expenses	\$30,600		\$30,600
Excess interest for prepayment and delinquency reserves	\$57,800	\$0	\$57,800
Subtotal Expenses	\$926,500	\$0	\$926,500
Available TIRZ Revenues	\$0	\$0	\$0
Available reserve fund income	\$0	\$0	\$0
Available capitalized interest account	\$838,100	\$0	\$838,100
Available Administrative Expense account	\$0	\$0	\$0
Subtotal funds available	\$838,100	\$0	\$838,100
Annual Installments	\$88,400	\$0	\$88,400

1 – There is no debt service amount due on the NIA #1 Reimbursement Agreement for 2016.

As shown in Table A above, the total Annual Installment for 2016 is equal to \$88,400. The total debt service payments on the NIA #1 Bonds (net of available capitalized interest), the Administrative Expenses and excess interest for the prepayment and delinquency reserves are shown as \$0 (\$838,100 - \$838,100 = \$0), 30,600 and \$57,800, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIA #1 Bonds, to fund the prepayment reserve and delinquency reserve described in the Service and Assessment Plan, and to cover Administrative Expenses of NIA #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel. The TIRZ Credit for each Parcel shall be calculated the amount of TIRZ Revenues collected from each Parcel.

The TIRZ Revenues collected in any given year shall be used to calculate the TIRZ Credit in the following year (i.e., TIRZ Revenues collected in 2016 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2017).

According to the City, there have been no TIRZ Revenues to be used as TIRZ Credit in 2016. As a result, there are no TIRZ Revenues collected in 2015 that can be used as TIRZ Credit in 2016.

According to the Developer, there are no Homeowner Association (HOA) Properties for 2016. As a result, the Annual Installment for 2016 will only be collected from the Assessed Property within NIA #1 that are shown in the SAP. The Annual Installment to be collected from each Parcel in NIA #1 is determined using the percentage of Special Assessments for each Parcel as shown in Table B.

Table B
Allocation of Annual Installment to NIA #1 Parcels for 2016

Parcel	Estimated Units	PID Special Assessments	Percentage of Special Assessments¹	2016 Annual Installments
52680	38	\$1,007,474	7.38%	\$6,522.72
52751	342	\$9,067,267	66.41%	\$58,704.47
52810	30	\$795,374	5.83%	\$5,149.51
52744	14	\$371,175	2.72%	\$2,403.11
52760	27	\$715,837	5.24%	\$4,634.56
52721	64	\$1,696,798	12.43%	\$10,985.63
HOA	0	\$131,075	0.00%	\$0.00
Total	515	\$13,785,000	100.00%	\$88,400.00

1 – the percentages are calculated excluding the HOA property.

The list of Parcels within NIA #1 of the PID, the estimated units to be constructed on each Parcel the NIA #1 Special Assessments on each Parcel, the percentages calculated as shown in Table B above and the Annual Installment to be collected for 2016 are shown in the NIA #1 Assessment Roll summary attached hereto as Appendix A-2.

NIA #2-5 - Annual Installments

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 twenty-five annual installments of principal and interest beginning with the tax year following the issuance of the NIA #2-5 Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the NIA #2-5 Bonds commencing with the issuance of the NIA #2-5 Bonds. The effective interest rate on the NIA #2-5 Bonds is 8.25 percent per annum for 2016. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5%) higher than the actual interest rate (Excess interest Rate) paid on the debt. Accordingly, the effective interest rate on the NIA #2-5 Bonds (8.25%) plus an additional interest of one-half of one percent are used to calculate the interests on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the NIA #2-5 Assessments

on a Parcel to the total amount of NIAs #2-5 Assessments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as the TIRZ Credit, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the NIAs #2-5 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to first fund the debt service reserve fund and later fund the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

NIAs #2-5 Annual Installments to be collected for 2016

The budget for NIAs #2-5 of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table C.

Table C
Budget for the NIAs #2-5 Annual Installments
To be collected for 2016

	<u>Series 2015 NIAs</u> <u>#1 Major</u> <u>Improvement</u> <u>Bonds</u>
Interest payment on March 1, 2017	\$694,031
Interest payment on September 1, 2017	\$694,031
Principal payment on September 1, 2017	\$0
Subtotal debt service on bonds	\$1,388,063
Administrative expenses	\$30,600
Excess interest for debt service reserve fund	\$168,250
Subtotal Expenses	\$1,586,913
Available TIRZ Credit	\$0
Available reserve fund income	\$0
Available capitalized interest account	\$1,388,063
Available Administrative Expense account	\$0
Subtotal funds available	\$1,388,063
Annual Installments	\$198,850

As shown in Table A above, the total Annual Installment for 2016 is equal to \$198,850. The total debt service payments on the NIAs #2-5 Bonds (net of available capitalized interest), the Administrative Expenses and excess interest for 2016 are shown as \$0 (\$1,388,063 - \$1,388,063 = \$0), 30,600 and \$168,250, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIAs #2-5 Bonds, to fund the debt service reserve fund for 2016 and 2017 described in Section V of the Service and Assessment Plan, and to cover Administrative Expenses of NIAs #2-5. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel. The TIRZ Credit for each Parcel shall be calculated the amount of TIRZ Revenues collected from each Parcel.

The TIRZ Revenues collected in any given year shall be used to calculate the TIRZ Credit in the following year (i.e., TIRZ Revenues collected in 2015 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2016).

According to the City, there have been no TIRZ Revenues to be used as TIRZ Credit in 2016. As a result, there are no TIRZ Revenues collected in 2015 that can be used as TIRZ Credit in 2016.

According to the Developer, there are no Homeowner Association (HOA) Properties for 2016. As a result, the Annual Installment for 2016 will be collected from the Assessed Property within NIAs #2-5 that are shown in the SAP. The Annual Installment to be collected from each Parcel in NIAs #2-5 is determined using the percentage of Special Assessments for each Parcel as shown in Table D.

Table D
Allocation of Annual Installment to NIAs #2-5 Parcels for 2016

Parcel	Estimated Units	PID Special Assessments	Percentage of Special Assessments¹	2016 Annual Installments
52680	56	\$556,022	3.34%	\$6,637.85
122875	61	\$605,667	3.64%	\$7,230.51
52751	139	\$1,380,126	8.29%	\$16,476.08
52810	264	\$2,621,246	15.74%	\$31,292.70
52744	354	\$3,514,852	21.10%	\$41,960.66
52760	58	\$575,880	3.46%	\$6,874.91
52721	187	\$1,856,716	11.15%	\$22,165.66
660188	161	\$1,598,563	9.60%	\$19,083.81
134236	450	\$3,947,681	23.70%	\$47,127.81
HOA	0	\$168,250	0.00%	\$0.00
Total	1,730	\$16,825,000	100.00%	\$198,850.00

¹ – the percentages are calculated excluding the HOA property.

The list of parcels within NIAs #2-5 of the PID, the NIAs #2-5 Special Assessments on each Parcel, the percentages calculated as shown in Table D above and the Annual Installment to be collected for 2016 are shown in the NIAs #2-5 Assessment Roll summary attached hereto as Appendix A-3.

C. 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 ratio of estimated build out value 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.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll 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 VII.C of the Service and Assessment Plan.

The summary Assessment Rolls are shown in Appendix A-2 and A-3. 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.

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 formula shown in the SAP.

According to the Developer and the City, there have been no parcel subdivisions in the PID applicable for the Annual Installments to be collected in 2016.

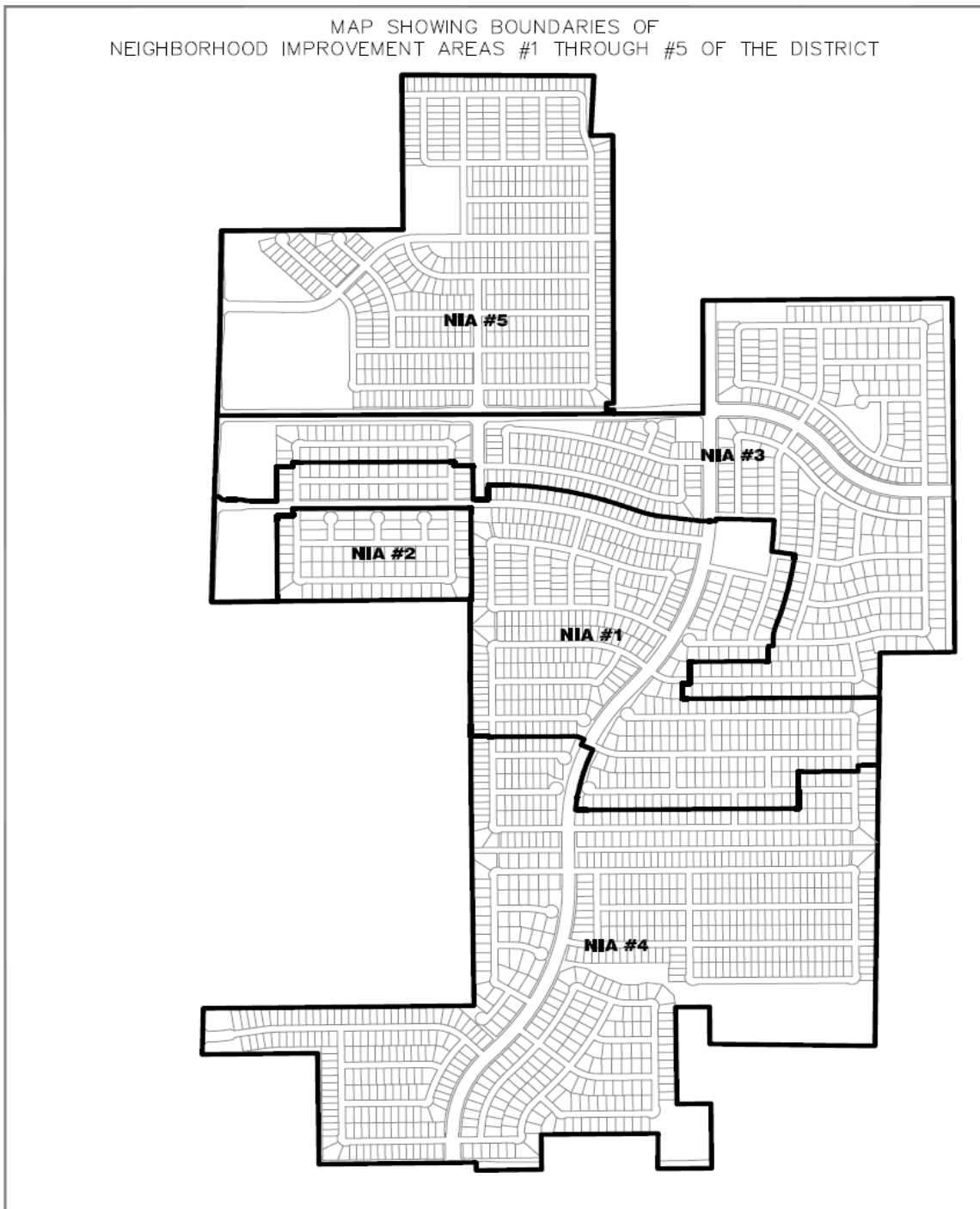
There have been no Assessment prepayments as of November 30, 2016.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
PID Map

Attachment: Sutton Fields II PID - Annual Service Plan Updates - 2016 (1872 : SAP update)

**MAP SHOWING BOUNDARIES OF
NEIGHBORHOOD IMPROVEMENT AREAS #1 THROUGH #5 OF THE DISTRICT**



Appendix A-2
NIA #1 Assessment Roll Summary – 2016

Attachment: Sutton Fields II PID - Annual Service Plan Updates - 2016 (1872 : SAP update)

Appendix A-2
NIA #1 Assessment Roll Summary
2016

Parcel	Estimated Units	PID Special Assessments	Percentage of Special Assessments	Annual Assessment	Administrative Expenses	Excess Interest for Prepayment and Delinquency Reserves	2016 Annual Installments
52680	38	\$1,007,474	7.38%	0.00%	\$2,257.86	\$4,264.85	\$6,522.72
52751	342	\$9,067,267	66.41%	0.00%	\$20,320.78	\$38,383.69	\$58,704.47
52810	30	\$795,374	5.83%	0.00%	\$1,782.52	\$3,366.99	\$5,149.51
52744	14	\$371,175	2.72%	0.00%	\$831.85	\$1,571.26	\$2,403.11
52760	27	\$715,837	5.24%	0.00%	\$1,604.27	\$3,030.29	\$4,634.56
52721	64	\$1,696,798	12.43%	0.00%	\$3,802.72	\$7,182.91	\$10,985.63
HOA	0	\$131,075	0.00%	0.00%	\$0.00	\$0.00	\$0.00
Total	515	\$13,785,000	100.00%	0.00%	\$30,600.00	\$57,800.00	\$88,400.00

Appendix A-3
NIA's #2-5 Assessment Roll Summary – 2016

Attachment: Sutton Fields II PID - Annual Service Plan Updates - 2016 (1872 : SAP update)

Appendix A-3
NIA #2-5 Assessment Roll Summary
2016

Parcel	Estimated Units	PID Special Assessments	Percentage of Special Assessments	Annual Assessment	Administrative Expenses	Excess Interest for Prepayment and Delinquency Reserves	2016 Annual Installments
52680	56	\$556,022	3.34%	\$0.00	\$1,021.46	\$5,616.38	\$6,637.85
122875	61	\$605,667	3.64%	\$0.00	\$1,112.67	\$6,117.85	\$7,230.51
52751	139	\$1,380,126	8.29%	\$0.00	\$2,535.42	\$13,940.66	\$16,476.08
52810	264	\$2,621,246	15.74%	\$0.00	\$4,815.47	\$26,477.23	\$31,292.70
52744	354	\$3,514,852	21.10%	\$0.00	\$6,457.11	\$35,503.55	\$41,960.66
52760	58	\$575,880	3.46%	\$0.00	\$1,057.94	\$5,816.97	\$6,874.91
52721	187	\$1,856,716	11.15%	\$0.00	\$3,410.96	\$18,754.70	\$22,165.66
660188	161	\$1,598,563	9.60%	\$0.00	\$2,936.71	\$16,147.10	\$19,083.81
134236	450	\$3,947,681	23.70%	\$0.00	\$7,252.26	\$39,875.56	\$47,127.81
HOA	0	\$168,250	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Total	1,730	\$16,825,000	100.00%	\$0.00	\$30,597	\$168,247	\$198,850.00



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Rick Chaffin, Interim City Manager
Date: December 13, 2016
Re: Annual Service Plan Update-Creeks of Legacy Public Improvement District

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Creeks of Legacy Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutounchian)

Background Information:

The Service and Assessment Plan and Assessment Roll for each PID is required to be reviewed and updated annually by the City Council as described in the PID Act, Chapter 372. This review must be done and the Plan must be updated prior to the end of the year so that the PID Administrator can issue the Assessment invoices. The PID Administrator provided these to the city on 12/8, and City review is pending at this time. The annual review process for all PIDs will be moving to August to better manage the review and updating process and to allow the assessment invoices to be sent out during September along with other tax assessments.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Ordinance reviewed by the City Attorney.

Supporting Documents:

Ordinance

Staff Recommendation:

Recommend approval pending Petty & Associates review

CITY OF CELINA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2014-17R adopted on April 19, 2014, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Creeks of Legacy Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, the City Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on May 30, 2014 in The Celina Record, a newspaper of general circulation in the City; and

WHEREAS, on June 18, 2014, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2014-26 and 2014-27 approving the Creeks of Legacy Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on June 18, 2014, the City Council convened the Levy and Assessment Hearing and adopted Ordinance no. 2014-29 and 2014-30, authorizing the issuance of bonds secured by the assessments levied pursuant to the Assessment Ordinance; 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 Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

Attachment: Creeks of Legacy PID_FINAL (1873 : SAP update)

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

SECTION 1: That 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: That the Creeks of Legacy Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance 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 punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS ____ DAY OF _____ 20____.

Chad Anderson, Mayor Pro Tem

Attachment: Creeks of Legacy PID_FINAL (1873 : SAP update)

ATTEST:

Vicki Faulkner, City Secretary

Rick Chaffin, Interim City Manager

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Creeks of Legacy PID_FINAL (1873 : SAP update)

Exhibit A

Attachment: Creeks of Legacy PID_FINAL (1873 : SAP update)

CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

December 8, 2016

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The Creeks of Legacy Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on April 29, 2014 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Public Improvement District Phase #1 Project) (the “Phase #1 Bonds”) in the aggregate principal amount of \$8,750,000, The City of Celina, Texas Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Public Improvement District Phases #2-3 Major Improvement Project) (the “Phases #2-3 Bonds”) in the aggregate principal amount of \$6,575,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. In addition, reimbursement obligations for the Phase #1 Reimbursement Agreement in the aggregate principal amount of \$3,750,000 are secured by special assessments.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (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 Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2016 (the “Annual Service Plan Update”).

The City also adopted assessment rolls (the “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 2016.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The original total estimated costs of the Major Improvements is equal to \$13,300,000 and the total estimated cost of the Phase #1 Improvements Costs (including the proportional share of the Major Improvement Costs) is equal to \$14,265,000 as shown in the Service and Assessment Plan. The Developer has since submitted proposed changes to these original cost estimates, which are currently under review by the City. The proposed changes related to the estimated costs of the Authorized Improvements will be presented in a separate annual service plan update after the City review is completed.

Debt Service and Collection Costs

Phase #1 - Annual Installments

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 issuance of the Bonds and/or execution of the Phase #1 Reimbursement Agreement.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Bonds. The effective interest rate on the Phase #1A Bonds is 6.74 percent and the interest rate applicable to the Phase #1 Reimbursement Agreement is 7.79 percent per annum. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phase #1A Bonds (6.74%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Bond Ordinance, such as the Tax Increment Reinvestment Zone No. 2. (the "TIRZ") incremental taxes available to the PID (the "TIRZ Credit"), capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #1A Bonds and Phase #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Phase #1 Annual Installments to be collected for 2016

The budget for Phase #1 of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table C.

Table C
Budget for the Phase #1 Annual Installments
To be collected for 2016

	Phase #1A	Phase #1	
	Bonds	Reimbursement	
		Agreement	Total
Interest payment on March 1, 2017	\$311,188	\$146,063	\$457,250
Interest payment on September 1, 2017	\$311,188	\$146,063	\$457,250
Principal payment on September 1, 2017	\$150,000	\$0	\$150,000
Subtotal debt service on bonds	\$772,375	\$292,125	\$1,064,500
Administrative Expenses	\$25,111	\$10,950	\$36,061
Subtotal Expenses	\$797,486	\$303,075	\$1,100,561
Available TIRZ Credit	\$5,447	\$0	\$5,447
Available reserve fund income	\$0	\$0	\$0
Available capitalized interest account	\$0	\$0	\$0
Available Administrative Expense account	\$0	\$0	\$0
Subtotal funds available	\$5,447	\$0	\$5,447
Annual Installments	\$792,039	\$303,075	\$1,095,113

As shown in Table C above, the total Annual Installment for 2016 is equal to \$1,095,113. The total debt service payments on the Phase #1A Bonds and the Phase #1 Reimbursement Agreement and the Administrative Expenses for 2016 are shown as \$1,059,053 (\$1,064,500 - \$5,447) and \$36,061, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #1 Bonds, to fund the prepayment reserve and delinquency reserve described in Section V, and to cover Administrative Expenses of Phase #1.

According to the City, there have been TIRZ increments generated in 2015 in the total amount of \$5,447 that are available to be used as TIRZ Credit in 2016 for the respective Parcels within Phase #1. As a result, there were TIRZ Revenues collected for 2015 that can be used as TIRZ Credit in 2016 in the total amount of \$5,447. This TIRZ Credit amount is equally allocated to each of the 212 Parcels subdivided from the parent Parcels within Phase #1 that generated the TIRZ Revenues in 2015 as shown in Appendix A-2.

According to the Service and Assessment Plan, 427 units representing 374.80 total Equivalent Units are estimated to be built within Phase #1 of the PID. Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$2,840.18 (i.e. $\$1,059,053 \div 374.80 = \$2,840.18$) and the Administrative Expenses to be collected from each Equivalent Unit will be \$96.21 (i.e. $\$36,061 \div 374.80 = \96.21). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phase #1 will be \$2,936.39 (i.e. $\$2,840.18 + \$96.21 = \$2,936.39$) less any TIRZ Credit shown in Appendix A-2 for each Parcel within Phase #1. The Annual Installment to be collected from each Parcel within Phase #1 is calculated by multiplying

the Annual Installment for each Equivalent Unit of \$2,936.39 by the total estimated Equivalent Units for each Parcel in Phase #1.

The list of parcels within Phase #1 of the PID, the estimated number of units to be developed on the current residential parcels, the corresponding total Equivalent Units, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2016 are shown in the assessment roll summary attached hereto as Appendix A-2.

Phases #2-3 - Annual Installments

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 issuance of the Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Bonds. The effective interest rate on the Phases #2-3 Major Improvement Bonds is 7.37 percent. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phases #2-3 Bonds (7.87%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Trust Indenture, such as TIRZ Credit, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phases #2-3 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Phases #2-3 Annual Installments to be collected for 2016

The budget for Phases #2-3 of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table D.

Table D
Budget for the Phases #2-3 Annual Installments
To be collected for 2016

	<u>Total</u>
Interest payment on March 1, 2017	\$258,719
Interest payment on September 1, 2017	\$258,719
Principal payment on September 1, 2017	\$0
Subtotal debt service on bonds	\$517,438
Administrative Expenses	\$13,955
Subtotal Expenses	\$531,392
Available TIRZ Credit	\$10,393
Available reserve fund income	\$0
Available capitalized interest account	\$0
Available Administrative Expense account	\$0
Subtotal funds available	\$10,393
Annual Installments	\$520,999

As shown in Table D above, the total Annual Installment for 2016 is equal to \$520,999. The total debt service payments on the Phases #2-3 Bonds and the Administrative Expenses for 2016 are shown as \$507,044 (\$517,438 - \$10,393) and \$13,955, respectively.

According to the City, there have been TIRZ increments generated in 2015 in the total amount of \$10,393 that are available to be used as TIRZ Credit in 2016 for the respective Parcels within Phases #2-3. As a result, there were TIRZ Revenues collected for 2015 that can be used as TIRZ Credit in 2016 in the total amount of \$10,393. The TIRZ Credit amount is applied to each of the two Parcels within Phases #2-3 that generated the TIRZ Revenues in 2015 as shown in Appendix A-3.

According to the Service and Assessment Plan, 594 units representing 494.19 total Equivalent Units are estimated to be built within Phases #2-3 of the PID. Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$1,047.04 (i.e. $\$517,438 \div 494.19 = \$1,047.04$) and the Administrative Expenses to be collected from each Equivalent Unit will be \$28.24 (i.e. $\$13,955 \div 494.19 = \28.24). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phases #2-3 will be \$1,074.73 (i.e. $\$1,047.04 + \$28.24 = \$1,075.28$) less any TIRZ Credit shown in Appendix A-3 for each Parcel within Phases #2-3. The Annual Installment to be collected from each Parcel within Phases #2-3 is calculated by multiplying the Annual Installment for each Equivalent Unit of \$1,074.73 by the total estimated Equivalent Units for each Parcel in Phases #2-3 less the applicable TIRZ Credit, if any, as shown in Appendix A-3.

The list of parcels within Phases #2-3 of the PID, the estimated number of units to be developed on the current residential parcels, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2014 are shown in the assessment roll summary attached hereto as Appendix A-3.

C. Update of the Assessment Plan

The Service and Assessment Plan adopted by the City Council describes that the Authorized Improvement Costs shall be allocated to the Assessed Property equally based on the equivalent 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.

According to the original Service and Assessment Plan, the Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel. The TIRZ Credit for each Parcel shall be calculated using the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the TIRZ Credit amount for a Parcel
- B = the total TIRZ Revenues collected for the preceding year
- C = the total Equivalent Unit of the Parcel
- D = the total Equivalent Units of all Parcels

The TIRZ Revenues collected in any given year shall be used to calculate the TIRZ Credit in the following year (i.e., TIRZ Revenues collected in 2014 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2015). TIRZ Credits shall be calculated for those Parcels that are subject to Assessments by the PID. The total TIRZ Revenues collected from all Parcels in each Phase shall be used to calculate the TIRZ Credit applicable to each Parcel within the Phase based on the above formula. The total TIRZ increment amount generated by all Phase #1 Assessed Property will be divided by the total Equivalent Units in Phase #1 to determine the TIRZ credit applicable to each Phase #1 Assessed Property. The total TIRZ increment amount generated by all Phase #2-3 Assessed Property will be divided by the total Equivalent Units in Phase #2-3 Assessed Property to determine the TIRZ credit applicable to each Phase #2-3 Assessed Property. The Equivalent Units to be used for the calculation of the TIRZ Credit shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

This method of allocating the TIRZ Revenues to all Parcels in a Phase would result in equal amount of TIRZ Credits applied to similar Parcels, However, it may result in lower amounts applied as TIRZ Credit for Parcels that generate higher than average TIRZ Revenues. The TIRZ Revenues can be applied proportionally to calculate the TIRZ Credits for each Parcel generating the TIRZ Revenues if the TIRZ Credit is calculated separately for each Parcel and such TIRZ Credit is directly applied on a Parcel-by-Parcel basis.

Accordingly, the TRIZ Credit calculation methodology described in the Service and Assessment Plan is updated herein as follows:

The TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate the Parcel's TIRZ Credit for such Parcel (and/or new Parcels subdivided from such Parcel) in the following year (i.e., TIRZ Revenues collected in 2016 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2017). The TIRZ Credit shall be calculated for those Parcels that are subject to Assessments in the PID and have generated TIRZ Revenues. Any Equivalent Units to be used for the calculation of the TIRZ Annual, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

This method of assessing property has not been changed except otherwise as described herein and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll 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.H of this Service and Assessment Plan.

The summary Assessment Rolls are shown in Appendix A-2 and A-3. 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.

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 Equivalent Units to be built on each newly subdivided Parcel

D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of 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 units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to the Developer and the Collin Central Appraisal District records, there have been parcel subdivisions within Phase #1 of the PID applicable for the Annual Installments to be collected in 2016. The Phase #1 Assessments originally allocated to each of the Parcels within Phase #1 has been reallocated to each of the newly subdivided Parcel and the remainder of parent Parcel 2697055 using the above formula is summarized in Table E below.

Table E
Parcel Subdivisions – Phase #1

Prior to Subdivision				After Subdivision						
Parcel	Units	Total EU	Total Assessments	Parcel	Units	Lot Type	EU	Total EU	Assessment per Unit	Total Assessments
2696827	3	2.64	\$86,990	Various	150	1	1.00	150.00	\$32,951	\$4,942,636
2697056	138	123.54	\$1,876,225	Various	144	2	0.88	126.72	\$28,997	\$4,175,539
2719497	115	104.92	\$4,070,755	Various	124	3	0.73	90.52	\$24,054	\$2,982,716
2718259	93	86.76	\$3,457,209	2697055	9	Various		7.56		\$249,109
2697055	78	56.94	\$2,858,821							
Total	427	374.80	\$12,350,000		427			374.80		\$12,350,000

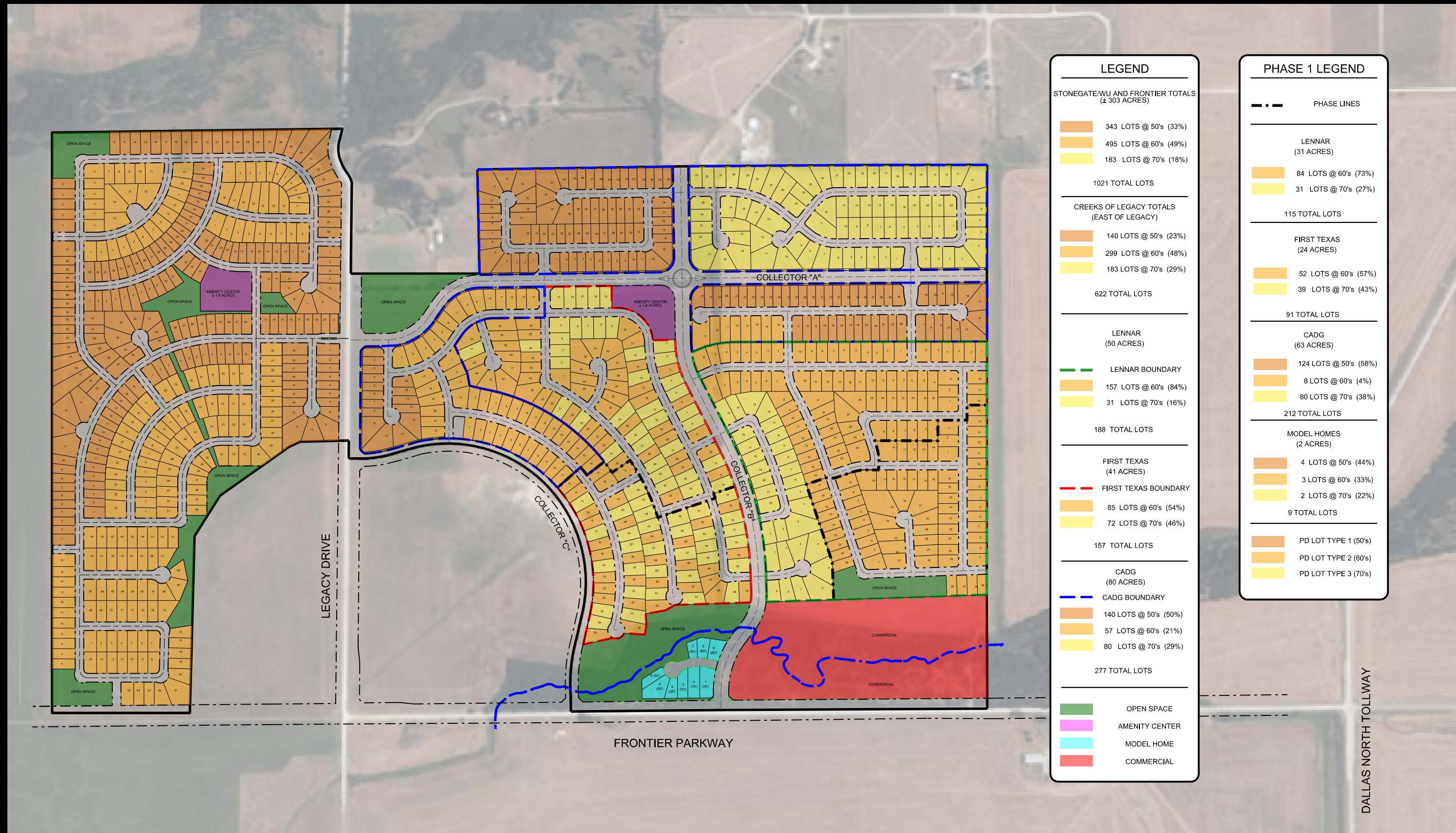
The full list of all Parcels within Phase #1 after the Parcel subdivisions, the Phase #1 Assessments reallocated to each Parcel

There have been no Assessment prepayments as of November 30, 2016.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
PID Map

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)



LEGEND	
STONEGATE/WU AND FRONTIER TOTALS (± 303 ACRES)	
	343 LOTS @ 50's (33%)
	495 LOTS @ 60's (49%)
	183 LOTS @ 70's (18%)
1021 TOTAL LOTS	
CREEKS OF LEGACY TOTALS (EAST OF LEGACY)	
	140 LOTS @ 50's (23%)
	299 LOTS @ 60's (48%)
	183 LOTS @ 70's (29%)
622 TOTAL LOTS	
LENNAR (50 ACRES)	
	LENNAR BOUNDARY
	157 LOTS @ 60's (84%)
	31 LOTS @ 70's (16%)
188 TOTAL LOTS	
FIRST TEXAS (41 ACRES)	
	FIRST TEXAS BOUNDARY
	85 LOTS @ 60's (54%)
	72 LOTS @ 70's (46%)
157 TOTAL LOTS	
CADG (80 ACRES)	
	CADG BOUNDARY
	140 LOTS @ 50's (50%)
	57 LOTS @ 60's (21%)
	80 LOTS @ 70's (29%)
277 TOTAL LOTS	
	OPEN SPACE
	AMENITY CENTER
	MODEL HOME
	COMMERCIAL

PHASE 1 LEGEND	
	PHASE LINES
LENNAR (31 ACRES)	
	84 LOTS @ 60's (73%)
	31 LOTS @ 70's (27%)
115 TOTAL LOTS	
FIRST TEXAS (24 ACRES)	
	52 LOTS @ 60's (57%)
	39 LOTS @ 70's (43%)
91 TOTAL LOTS	
CADG (63 ACRES)	
	124 LOTS @ 50's (58%)
	8 LOTS @ 60's (4%)
	80 LOTS @ 70's (38%)
212 TOTAL LOTS	
MODEL HOMES (2 ACRES)	
	4 LOTS @ 50's (44%)
	3 LOTS @ 60's (33%)
	2 LOTS @ 70's (22%)
9 TOTAL LOTS	
	PD LOT TYPE 1 (50's)
	PD LOT TYPE 2 (60's)
	PD LOT TYPE 3 (70's)

CONCEPT PLAN
CREEKS OF LEGACY
CELINA, TEXAS
MAY 6, 2014



10875 JOHN W. ELLIOT DR., STE 400/FRISCO, TX 75033/469-213-1800

Appendix A-2
Phase #1 Assessment Roll Summary – 2016

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733232	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733234	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733235	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733236	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733237	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733238	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733239	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733240	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733241	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733242	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733244	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733245	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733246	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733247	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733248	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733249	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733250	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733251	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733252	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733253	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733254	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733255	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733256	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733257	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733258	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733259	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733260	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733261	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733262	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733263	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733264	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733265	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733266	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733267	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733268	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733269	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733270	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733271	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733272	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733273	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733274	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733275	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733276	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733277	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733278	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733279	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733280	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733281	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733282	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733283	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733284	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733285	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733286	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733287	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733288	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733289	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733290	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733291	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733292	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733293	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733294	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733295	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733296	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733297	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733298	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733299	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733300	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733301	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733302	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733303	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733304	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733305	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733306	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733307	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733308	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733309	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733310	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733311	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733312	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733313	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733314	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733315	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733316	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733317	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733318	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733319	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733320	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733321	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733322	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733323	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733324	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733325	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733326	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733327	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733328	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733329	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733330	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733331	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733332	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733333	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733334	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733335	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733336	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733337	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733338	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733339	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733340	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733341	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733342	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733343	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733344	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733345	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733346	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733347	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733348	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733349	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733350	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733351	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733352	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733353	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733354	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733355	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733356	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733357	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733358	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733359	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733360	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733361	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733362	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733363	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733364	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733365	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733366	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733367	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733368	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733369	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733370	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733371	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733372	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733373	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733374	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733375	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733376	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733377	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733378	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733379	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733380	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733381	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733382	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733383	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733384	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733385	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733386	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733387	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733388	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733389	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733390	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733391	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733392	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733393	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733394	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733395	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733396	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733397	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733398	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733399	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733400	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733401	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733402	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733403	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733404	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733405	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733406	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733407	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733408	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733409	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733410	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733411	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733412	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733413	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733414	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733415	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733416	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733417	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733418	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733419	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733420	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733421	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733422	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733423	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733424	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733425	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733426	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733427	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733428	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733429	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733430	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733431	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733432	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733433	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733434	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733435	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733436	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733437	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733438	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733439	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733440	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733441	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733442	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733443	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733444	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733445	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733446	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733447	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733448	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733449	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733450	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733451	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733452	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733453	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733454	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2726865	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726866	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726867	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726868	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726869	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726870	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726871	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726872	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726873	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726874	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726875	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726876	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726877	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726878	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726879	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726880	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726881	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726882	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726883	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726884	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726885	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726886	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726887	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726888	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726889	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726890	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726891	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726892	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726893	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726894	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726895	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2726896	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726897	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726898	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726899	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726900	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726901	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726902	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726903	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726904	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726905	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726906	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726907	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726908	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726909	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726910	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726911	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726912	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726913	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726914	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726915	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726916	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726917	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726918	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726919	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726920	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726921	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726922	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726923	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726924	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726925	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726926	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726927	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726928	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726929	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726930	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726931	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726932	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726933	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726934	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726935	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726936	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726937	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2726938	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726939	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726940	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726941	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726942	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726943	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726944	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726945	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726946	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726947	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726948	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726949	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726950	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726951	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726952	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726953	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726954	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726955	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726956	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726957	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726958	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726959	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726960	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726961	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726962	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726963	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726964	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726965	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726966	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726967	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726968	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726969	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726970	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726971	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726972	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726973	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726974	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726975	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726976	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726977	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726978	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726979	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2726980	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726981	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726982	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726983	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726984	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732817	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732818	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732819	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732820	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732821	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2732931	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732932	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732933	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732934	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732935	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732936	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732937	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732938	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732939	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732940	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732941	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732942	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732943	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732944	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732945	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732946	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732947	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732948	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732949	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732950	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732951	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732952	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732953	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732954	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732955	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732956	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732957	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732958	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732959	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732960	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732961	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732962	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2732963	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732964	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732965	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732966	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732967	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732968	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732969	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732970	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732971	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732972	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732973	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732974	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732975	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732976	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732977	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732978	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732979	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732980	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732981	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732982	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732983	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732984	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732985	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732986	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732987	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732988	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732989	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732990	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732991	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732992	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732993	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732994	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732995	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732996	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732997	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732998	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732999	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733000	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733001	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733002	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733003	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733004	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733005	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733006	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733007	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733008	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733009	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733010	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733011	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733012	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733013	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733014	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733017	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733018	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733019	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2697055	9		7.56	\$249,108.86	\$21,471.77	\$727.37	\$0.00	\$22,199.14
Total	427		374.80	\$12,350,000	\$1,064,500.00	\$36,060.53	(\$5,447.33)	\$1,095,113.20

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-3
Phases #2-3 Assessment Roll Summary – 2016

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Apepndix A-3
Assessment Roll Summary - Phases #2-3
2016

Parcel	Estimated No. of units	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2696827	14	12.32	\$163,913	\$12,899.55	\$347.89	\$0.00	\$13,247.44
2696792	0	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
2697055	34	26.92	\$358,160	\$28,186.36	\$760.16	(\$2,423.54)	\$26,522.98
2697056	0	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
52660	71	56.03	\$745,457	\$58,665.74	\$1,582.17	\$0.00	\$60,247.91
52644	24	19.92	\$265,028	\$20,857.07	\$562.50	\$0.00	\$21,419.57
75817	47	37.16	\$494,399	\$38,908.07	\$1,049.32	\$0.00	\$39,957.39
149097	10	7.30	\$97,124	\$7,643.40	\$206.14	\$0.00	\$7,849.54
149098	3	2.19	\$29,137	\$2,293.02	\$61.84	\$0.00	\$2,354.86
530240	244	199.27	\$2,651,208	\$208,643.98	\$5,626.97	\$0.00	\$214,270.95
2719497	83	73.04	\$971,768	\$76,475.92	\$2,062.50	\$0.00	\$78,538.42
2718259	64	60.04	\$798,808	\$62,864.38	\$1,695.40	(\$7,969.93)	\$56,589.85
Total	594	494.19	\$6,575,000	\$517,437.50	\$13,954.89	(\$10,393.47)	\$520,998.91

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)