



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, DECEMBER 10, 2019
5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. David's Barber Shop Proclamation

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. New Employee Introduction. (Griggs)
B. Staff Reports attached
C. Discussion regarding any and/or all agenda items.

V. 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 that are prohibited by law.

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

VI. EXECUTIVE SESSION:

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 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. Discussion regarding the use of eminent domain to condemn public water and wastewater line easements and temporary construction easements (Preston Road project).

B. Discussion regarding boundary agreement amendments with adjacent cities.

C. Discussion regarding potential acquisition of properties on W. Pecan Street.

Reconvene Into Open Session

D. Consider and act upon a resolution of the city council of the City of Celina, Texas approving and authorizing the purchase of certain real property located at 412 w. Pecan, Celina, Texas for public purposes.

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

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

A. Minutes Approval:

1. City Council - Regular Meeting - Nov 12, 2019 5:00 PM

B. Consider and act upon a City-initiated request for an amendment to a development agreement for Mustang Lakes- Brinkmann Addition; generally located west of Custer Road, north of Ownsby Parkway, south of Choate Parkway, and east of Coit Road. (Mustang Lakes Expansion DA Amendment) (McAfee)

C. Consider and act to authorize the purchase of video equipment and services from Swagit Productions, LLC through the Interlocal Purchasing System Contract 160901 in an amount not to exceed \$64,796.00. (Berry)

D. Consider and act to authorize a contract between the City of Celina and TRC Engineers, Inc., in an amount not to exceed \$93,500.00 for the development of a Water System Risk and Resilience Assessment and the development of an Emergency Response Plan. (Fourmentin)

E. Consider and act upon a resolution of the City Council of Celina, Texas commending and supporting efforts of the Collin County Commissioner's Court to relieve east-west congestion on State Highway 380 by prioritizing the construction and expansion of Collin County Outer Loop. (Howard)

F. Consider and act upon an ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project); approving and authorizing related agreements, and providing for an effective date. (Blewood PID bond sale) (DeBuff)

G. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Celina Corner Bros, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (102 Louisiana) (DeBuff)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider and act upon an ordinance 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 rezoning approximately 7 acres of land from Agricultural District (AG), to Planned Development (PD) with Industrial District (I) base zoning; generally located on the northwest corner of County Road 53 and the BNSF Railroad, within the City Limits. (Redi-Mix-Planned Development) (McAfee)
- B. The Celina City Council will conduct a public hearing to consider and act upon an ordinance 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 rezoning approximately 12 acres of land from Agricultural District (AG), to Planned Development (PD) with Multi-Family Urban Edge District (MF-2) base zoning; generally located west of Oklahoma Drive and 2,000 feet north of Glendenning Parkway, within the City Limits. (Gateway Downtown Celina - Planned Development) (McAfee)
- C. 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)
- D. 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 accepting and approving a final The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan – Updated for Phase #3, Including the Phase #3 assessment roll; making a finding of special benefit to property within Phase #3; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #3 assessed property in accordance with Chapter 372 Texas Local Government Code, as amended. (Mustang Lakes PID Phase #3) (DeBuff)
- E. The Celina City Council will conduct a public hearing to consider and act upon a development agreement, including the adoption of development regulations, for a mixed-use development on approximately 131 acres of land; generally located on the northeast corner of the BNSF Railroad and Malone Street, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Northside at Rollertown - Development Agreement) (McAfee)
- F. The Celina City Council will conduct a public hearing to consider and act upon an ordinance 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 rezoning approximately 16 acres of land from Planned Development District (PD) with Heavy Industrial (HI) base zoning, to Multi-Family Urban Edge District (MF-2) zoning; generally located on the northwest corner of the BNSF Railroad and Frontier Parkway, within the City Limits. (Stelzer Tract - Rezoning) (McAfee)

IX. ACTION ITEM:

- A. Consider and act upon a request for a development agreement for the Stelzer Tract; generally located on the northwest corner of the BNSF Railroad and Frontier Parkway, within the City Limits. (Stelzer Tract - DA) (McAfee)
- B. Consider and act to authorize the purchase of library equipment and services from Libra-Tech Corporation through an interlocal agreement with BuyBoard, contract #584-19 and minor construction services through Hill & Willkinson. (Berry/Brawner)

- C. Discussion with and direction to Staff regarding the City's growth strategies. (Annexation Policy Update) (McAfee)

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 Tarrant, TRMC
City Secretary, City of Celina, TX

Date Notice Removed



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: December 10, 2019
Re: Staff reports

Action Requested:
Staff Reports attached

Background Information:
Monthly staff reports.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



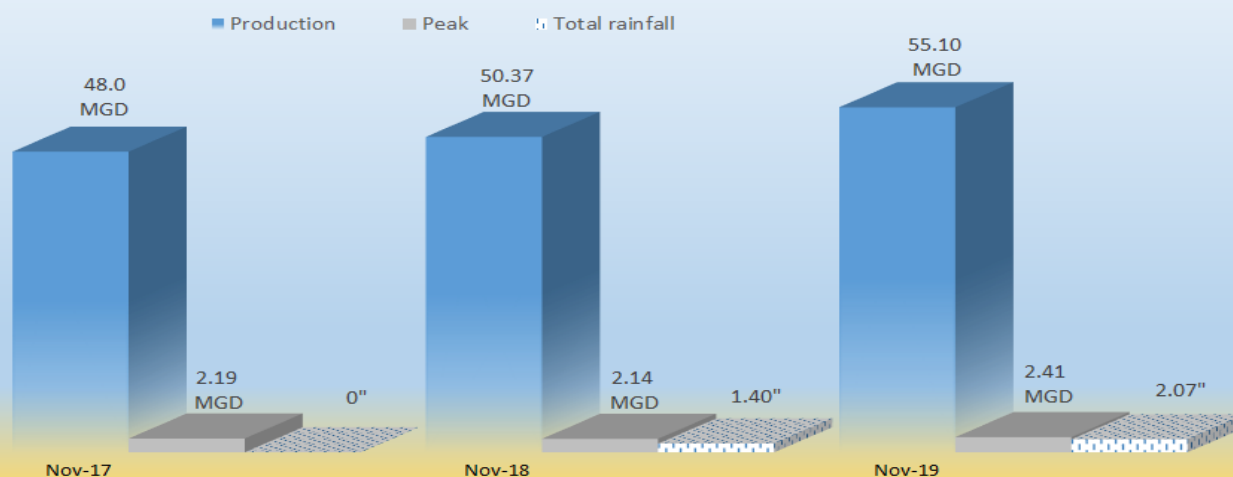
Department of Public Works
City of Celina, Texas

MEMORANDUM

To: Honorable Mayor, Sean Terry and the Celina City Council
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: 12/10/2019
Re: Monthly Report - November 2019

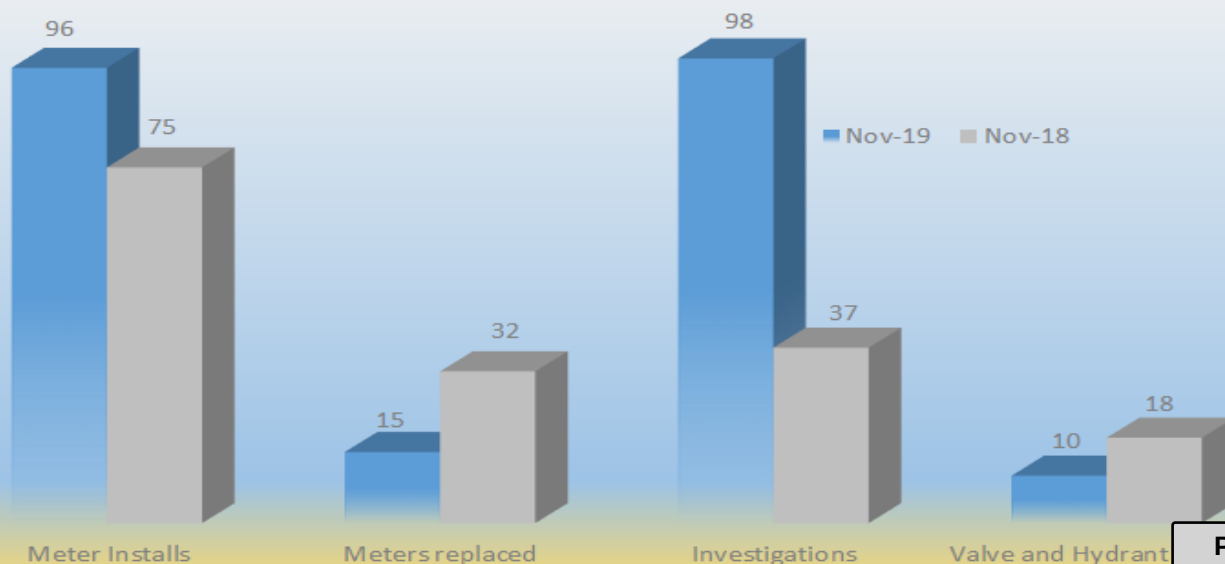
WATER PRODUCTION

Water production increased 14% from November of 2018.



WATER OPERATIONS

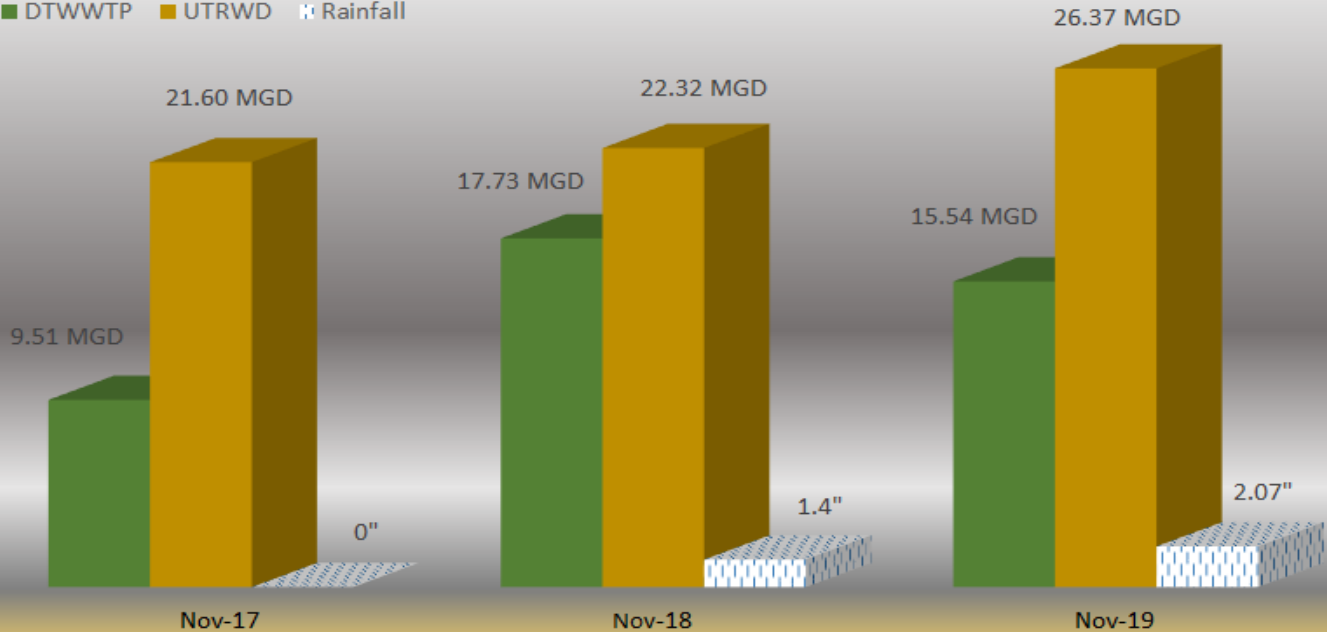
Water meter installations increased 28% and Investigations increased 165%, Valve and Hydrant repairs decreased 44% and Meter replacements decreased 53%.



WASTEWATER TREATED

Wastewater treated at the Downtown Wastewater Treatment Plant increased by 62% from November 2017 and decreased by 13% from November 2018. Wastewater sent to Upper Trinity Regional Water District increased 20% from 2017 and 17% from 2018.

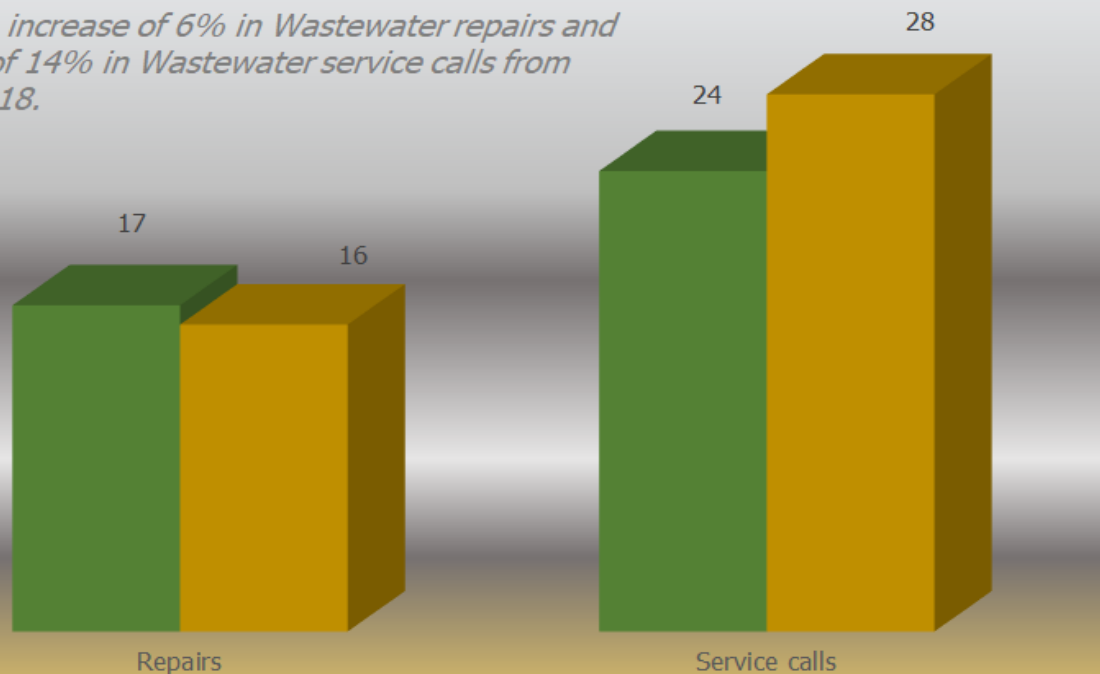
■ DTWWTP ■ UTRWD ■ Rainfall



WASTEWATER OPERATIONS

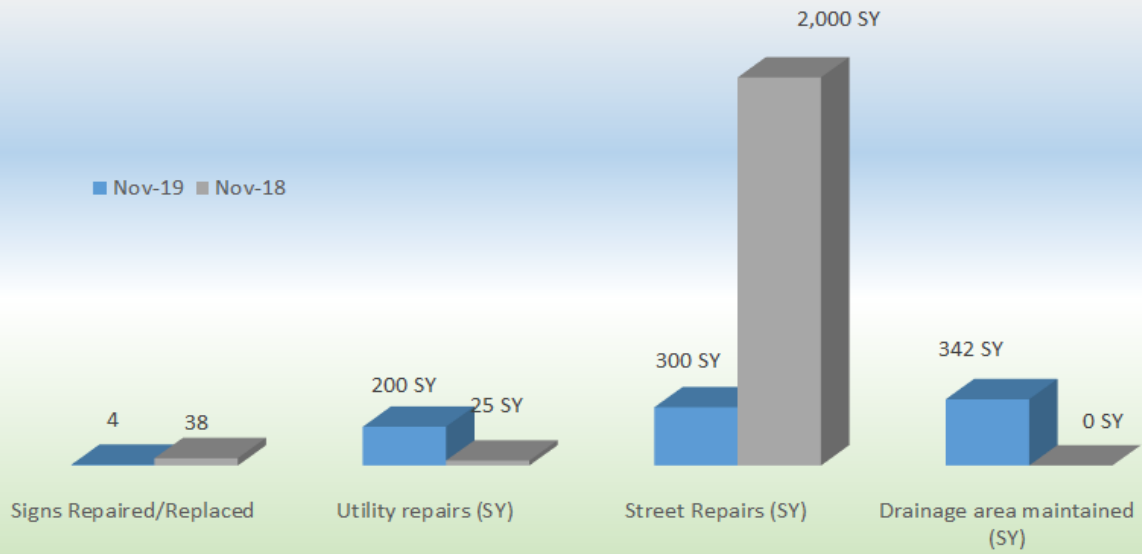
There was an increase of 6% in Wastewater repairs and an decrease of 14% in Wastewater service calls from November 2018.

■ Nov-19 ■ Nov-18



STREET OPERATIONS

Street repairs have decreased by 85% while Utility repairs increase 700% and Drainage areas maintained has increased November 2018. The number of signs repaired or replaced has decreased by 89%.





Celina Fire Department
City of Celina, Texas

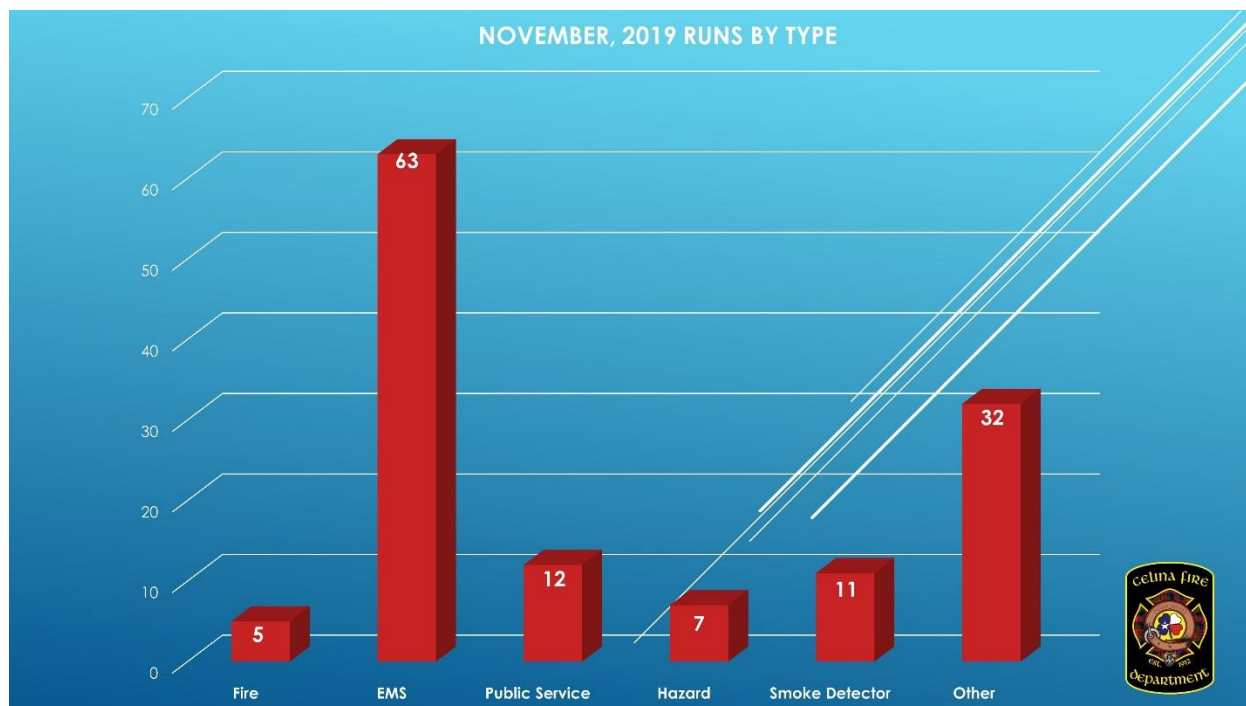
MEMORANDUM

To: Honorable Mayor Sean Terry and the Celina City Council
 From: Mark Metdker, Fire Chief/Fire Marshal
 CC: Jason Laumer, City Manager
 Date: 12/10/2019
 Re: November 2019 Fire Department Activity Report

This is the November Fire Department monthly report. It will detail the activity from Operations, EMS, Emergency Management and Fire Prevention. As always, thanks for your continued support of your Fire Department. Please contact me with any questions or comments.

Calls for Service

Celina FD had a busy month with 130 calls for service. 63 calls were EMS related



Attachment: Fire NovemberReport2019 (Staff Reports)

Celina FD breakdown of calls by month



2019 projections forecast an overall increase in calls



Fire Prevention Monthly Report

Month – November 2019

Fire Prevention and Inspections

Fire Marshal Friday

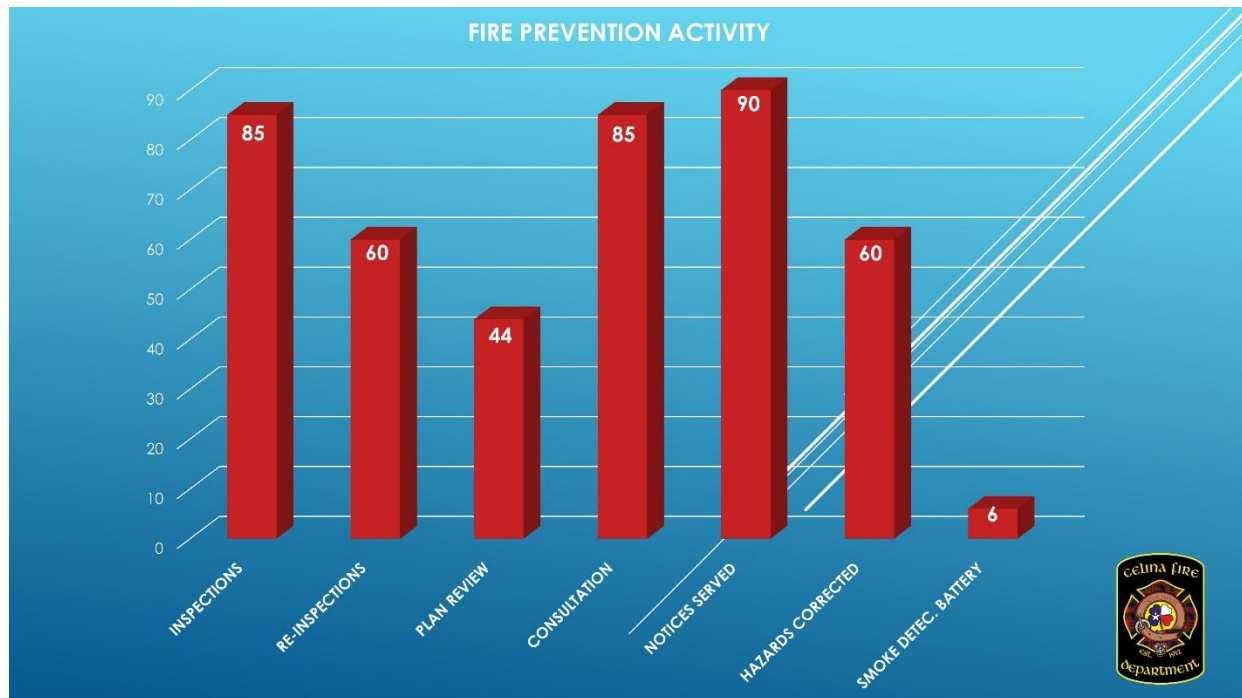
Training over the Expansion of the CISD complex



Projects for November 2019

Smoke Detector Battery Replacement Program
 Weekly DRC Meetings
 Fire Station # 2 (New Construction)
 Prosper School # 12 Mustang Lakes (New Construction)
 City Buildings Axxen, City Hall, EDC (Remodel)
 Celina Office Building 322 W Walnut (New Construction)
 High School ball fields and building addition. (New Construction)
 Finish out suites 3248 S Preston Rd
 Finish out suites 1212 S Preston Rd
 110 S Preston Rd Lamar Bank
 550 S. Utah Celina Elementary Remodel

Attachment: Fire NovemberReport2019 (Staff Reports)



Operations/EMS/Emergency Management/Training

Month – November 2019

Updates

EMS/FIRE

- **North Central Texas Trauma Regional Advisory Council (NCTTRAC)** – Attended a training meeting at the NCTTRAC in Arlington. The subject was the EMS committee meeting. Continued updates on local issues with EMS including inter agency training and collaboration. At this meeting lined up future continuing education opportunities.
- **Baylor Scott and White McKinney Meeting**– Attended EMS/ Hospital partnership meeting discussing Trauma activations and the upcoming infectious disease presentation. Regional meeting of all EMS agencies in the surrounding area.
- **Collin County Fire Chief's Meeting**- Attended the Collin County Fire Chief's Meeting to discuss multi-jurisdictional issues and innovations with other chief officers within the county
- **Smoke Detector Battery Replacement Program**- Continued with the smoke detector battery replacement program to install new smoke detector batteries for all residents.

- **Station 2** - Station 2 is currently under construction, the building structure is getting close and everything is starting to come together.
- **Medical CE** –MCP delivered medical CE's at Station # 1



Station 2





Attachment: Fire NovemberReport2019 (Staff Reports)

TRAINING

- **Ladder Truck Training-** Celina FD continues to train on the new ladder truck and all three shifts are participating.
- **Shift Level Training-** All crews participated in shift level training to include all fire ground operations



Public Relations

- 11/01 – Celina Elementary Fall Festival
- 11/02 - Birthday Party 3266 Juniper Ct.
- 11/04 – Holiday Safety Class with PD held at Sweetwater Amenity Center
- 11/06 – CPR class held at Mustang Lakes
- 11/07 – High School Veteran's Day celebration
- 11/19 – Peak Performance Ribbon Cutting



Attachment: Fire NovemberReport2019 (Staff Reports)



Emergency Management

- **Revised Emergency Management EOC Activation Plan** – Revised the draft EOC activation procedure. This includes a ramping up phased approach to EOC activation. This will outline the roles and responsibilities of all major departments within the city and allow for mutual aid from other agencies. This procedure is still a work in progress and will continue to be revised
- **Tested Outdoor Weather Notification-** Tested all LAWS and Warning Sirens in the city. Ensured that all outdoor warning systems are working properly. Updated the monthly testing log to document successful tests
- **Emergency Management Coordinator Meeting** – Attended monthly emergency management coordinator meeting at Collin County Sheriff's Office. Involving all Collin County Emergency managers

- **Tier II Chemical Reports-** Submitted all Tier II chemical storage reports for businesses in the City of Celina to Collin County Emergency Management Department
- **UAV Certification-** Ongoing process for the Federal Aviation certification to operate and deploy a drone UAV. This program will allow for recon of major fires or other extended emergency operations. This drone will have thermal imaging capabilities.
- **Emergency Operations/THIRA Planning-** Continued to refine the City of Celina Specific Emergency Operations plan and Threat/Hazard assessment plan. Currently we are working under Collin County blanket plans. This is the first step in receiving government grants for emergency management projects.

Thanks for your continued support of the Celina Fire Department. If you have any questions or comments, please let me know. mmetdker@celina-tx.gov



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: December 10, 2019
Re:

Action Requested:

Consider and act upon a resolution of the city council of the City of Celina, Texas approving and authorizing the purchase of certain real property located at 412 w. Pecan, Celina, Texas for public purposes.

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Resolution

Staff Recommendation:

Staff recommends approval.



**CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, NOVEMBER 12, 2019
5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Mayor Sean Terry called the meeting to order at 5:00 p.m.

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Sean Terry led the pledges of allegiance. Councilman Wayne Nabors gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Proclamation-Pastor Moore. (Terry)

Mayor Terry read a proclamation commemorating the service Pastor Isiah Moore, Jr., and Sis Wanda Sykes-Moore have given to the community, the Celina Police Department, and St. Phillip Baptist Church for the past 30 years.

B. American Planning Association Award Presentation. (McAfee)

Kristina Sebastian with the Texas Chapter of the American Planning Association presented an American Planning Association Award to the City for the Downtown Master Plan Project.

C. Texas Municipal League Municipal Excellence Award. (Griggs)

Police Chief Tony Griggs presented the City Council with the Texas Municipal League Municipal Excellence Award given to the Celina Police Department for its initiative in curbing new construction related thefts.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees. (Laumer)

City Manager Jason Gray introduced Assistant City Manager Karla Stovall to the City Council.

Minutes Acceptance: Minutes of Nov 12, 2019 5:00 PM (Minutes Approval)

B. Texas Parks and Wildlife Grant application. (Brawner)

Director of Engineering Kim Brawner presented the City Council with information on the proposed grant project for a new playground at Old Celina Park for older children.

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

No other items were discussed.

D. Staff Reports attached

V. OPEN FORUM:

No public comment was received.

VI. EXECUTIVE SESSION:

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, and 551.087, Deliberation Regarding Economic Development Negotiation.

The Celina City Council convened into Executive Session at 5:14 p.m. with City Manager Jason Laumer and City Attorney Lance Vanzant.

A. Discussion regarding Cottonwood Creek potential revised development agreement.

B. Discussion regarding boundary agreement amendments with adjacent cities.

C. Discussion regarding potential business retention.

Reconvene Into Open Session

The City Council reconvened into Open Session at 5:50 p.m.

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

No action was taken out of executive session.

VII. CONSENT AGENDA:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Nabors, Hopkins, Koehne, Anderson
ABSENT:	Roberts

A. Minutes Approval:

1. City Council - Regular Meeting - Oct 8, 2019 5:00 PM

B. **2019-54R** - Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting the 2019 Certified Tax Roll for the City of Celina. (Toutouchian)

Minutes Acceptance: Minutes of Nov 12, 2019 5:00 PM (Minutes Approval)

- C. **2019 - 45** - Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2019-39 which adopted and approved the budget for fiscal year beginning October 1, 2019 and ending September 30, 2020, and make appropriations for each department, project and account, by adopting an amended 2019- 2020 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Stovall)
- D. **2019-58R** - Consider and act upon a resolution of the City Council of the City of Celina, Collin County, Texas, casting ballots for Wayne Mayo for the board of directors for the Central Appraisal District of Collin County in accordance with Section 6.03 (G) of the State Property Tax Code. (Terry)
- E. **2019 - 47** - Consider and act upon an ordinance amending the City's Code of Ordinances Chapter 12: Traffic and Vehicles; Article 12.04: Parking. (Parking Ordinance) (McAfee)
- F. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and James Land & Development, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (DeBuff)
- G. **2019-59R** - Consider and act upon a resolution of the City of Celina, Texas, approving an agreement regarding construction and funding of Prairie Crossing Drive. (LFC Land Company and Collin County MUD #1 Agreement) (DeBuff)
- H. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Collin County for participation in Tax Increment Reinvestment Zone #11 for the Downtown. (DeBuff)
- I. **2019-60R** - Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain public improvements to be financed by the Lakes at Mustang Ranch Public Improvement District; approving a preliminary service plan and assessment plan, including proposed assessment rolls; directing the filing of the proposed assessment rolls with the City Secretary to make available for public inspection; noticing a public hearing for December 10, 2019 to consider an ordinance levying assessments on property located within the Lakes at Mustang Ranch Public Improvement District; directing city staff to publish and mail notice of said public hearing. (Mustang Lakes PID CDR & SAP approval) (DeBuff)
- J. Consider and Act upon an Interlocal Agreement between the City of Celina and the City of Richardson for cooperative purchasing. (Berry)
- K. Consider and act to authorize the use of contingency funds (\$333,477.60 5%) for the City Building Renovations and authorize change order 19 in the amount of \$50,665.37. (Berry)
- L. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Highway ITS, in the amount of \$966,344.36 plus 10% contingency (\$86,900.00) for Preston Road Lighting, Phase 1, Bid # 2019-0018. (Berry)
- M. Consider and act upon an agreement with Reeder Distributors for the use of fuel tanks at Public Works and Fire Station 2 and delivered fuel. (Berry)
- N. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Pavecon Public Works, LP in the amount of \$105,650 plus ten percent contingency (\$10,565.00) for asphalt repairs. (Berry)

- O. Consider and act to authorize the City Manager to execute an escrow letter agreement by and among the City of Celina and MM Columns Residential, LLC and K. Hovnanian DFW Light Farms, LLC and Republic Property Group for extension of Light Farms Way; and providing for an effective date. (Brawner)
- P. **2019-61R** - Consider and act upon a resolution of the City Council of the City of Celina, Texas, as hereinafter referred to as “applicant,” designating certain officials as being responsible for, acting for, and on behalf of the applicant in dealing with the Texas Parks and Wildlife department, hereinafter referred to as “department,” for the purpose of participating in the local park grant program, hereinafter referred to as the “program”; certifying that the applicant is eligible to receive program assistance; certifying that the applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses (Brawner/Webb)
- Q. Consider and act upon Interlocal agreements by and between the City of Celina and Denton County for Fire and Emergency Medical Services. (Metdker)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon a request for a development agreement, including the adoption of development regulations, for a master planned single-family residential development on approximately 109 acres of land; generally located west of FM 455 and north of CR 9, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (La Terra Development Agreement) (McAfee)

Councilwoman Koehne recused herself from this discussion and left the room due to a conflict of interest. Mayor Terry called the hearing to order at 5:50 p.m. Neal Heckel representing Pointe Land Development gave a brief presentation to the City Council. No public comment was received. The hearing was closed at 5:59 p.m. Councilwoman Koehne returned to the dais.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Nabors, Hopkins, Koehne, Anderson
ABSENT:	Roberts

- B. **2019 - 48** - The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City’s Comprehensive Plan, Ordinance 2013-06; to amend the City’s Master Thoroughfare documents and exhibits (Brawner)

Mayor Terry opened the hearing at 6:00 p.m. No public comment was received. The hearing was closed at 6:05 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Justin Steiner, Place 1
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Nabors, Hopkins, Koehne, Anderson
ABSENT:	Roberts

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

Mayor Terry opened the hearing at 6:05 p.m. No public comment was received. The hearing was closed at 6:07 p.m.

IX. ACTION ITEM:

- A. Consider and act upon approval of a contract by and between the City of Celina and The Broussard Group, Inc./TBG Partners for professional design services. (Jackson)

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Justin Steiner, Place 1
AYES: Steiner, Nabors, Hopkins, Koehne, Anderson
ABSENT: Roberts

- B. Consider and act to authorize the City Manager to execute a contract for the Construction Manager at Risk Agreement to establish the guaranteed maximum price for Old Celina Park expansion by and between the City Celina and AUI Partners in the amount of \$13,200,690.00 (Brawner)

RESULT: APPROVED [UNANIMOUS]
MOVER: Justin Steiner, Place 1
SECONDER: Mindy Koehne, Place 5
AYES: Steiner, Nabors, Hopkins, Koehne, Anderson
ABSENT: Roberts

- C. **2019-62R** - Consider and act upon a resolution of the City Council of the City of Celina approving the proposed Choate Parkway capacity improvements project from Collin County Outer Loop to Kinship Parkway for submittal to the Collin County 2018 bond program's 2019/20 Collin County thoroughfare call for city projects (Brawner).

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Wayne Nabors, Place 2
AYES: Steiner, Nabors, Hopkins, Koehne, Anderson
ABSENT: Roberts

- D. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Old Celina, LTD for right of way dedication and roadway infrastructure. (Brawner)

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Justin Steiner, Place 1
AYES: Steiner, Nabors, Hopkins, Koehne, Anderson
ABSENT: Roberts

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:23 p.m.

Minutes Acceptance: Minutes of Nov 12, 2019 5:00 PM (Minutes Approval)

Sean Terry, Mayor

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Nov 12, 2019 5:00 PM (Minutes Approval)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: December 10, 2019
 Re: Mustang Lakes- Brinkmann Addition DA Amendment

Action Requested:

Consider and act upon a City-initiated request for an amendment to a development agreement for Mustang Lakes- Brinkmann Addition; generally located west of Custer Road, north of Ownsby Parkway, south of Choate Parkway, and east of Coit Road. (Mustang Lakes Expansion DA Amendment) (McAfee)

Owner:

Celina 557 Partners, LP
 8750 N. Central Expressway, Suite 1735
 Dallas, TX 75231

Background Information:

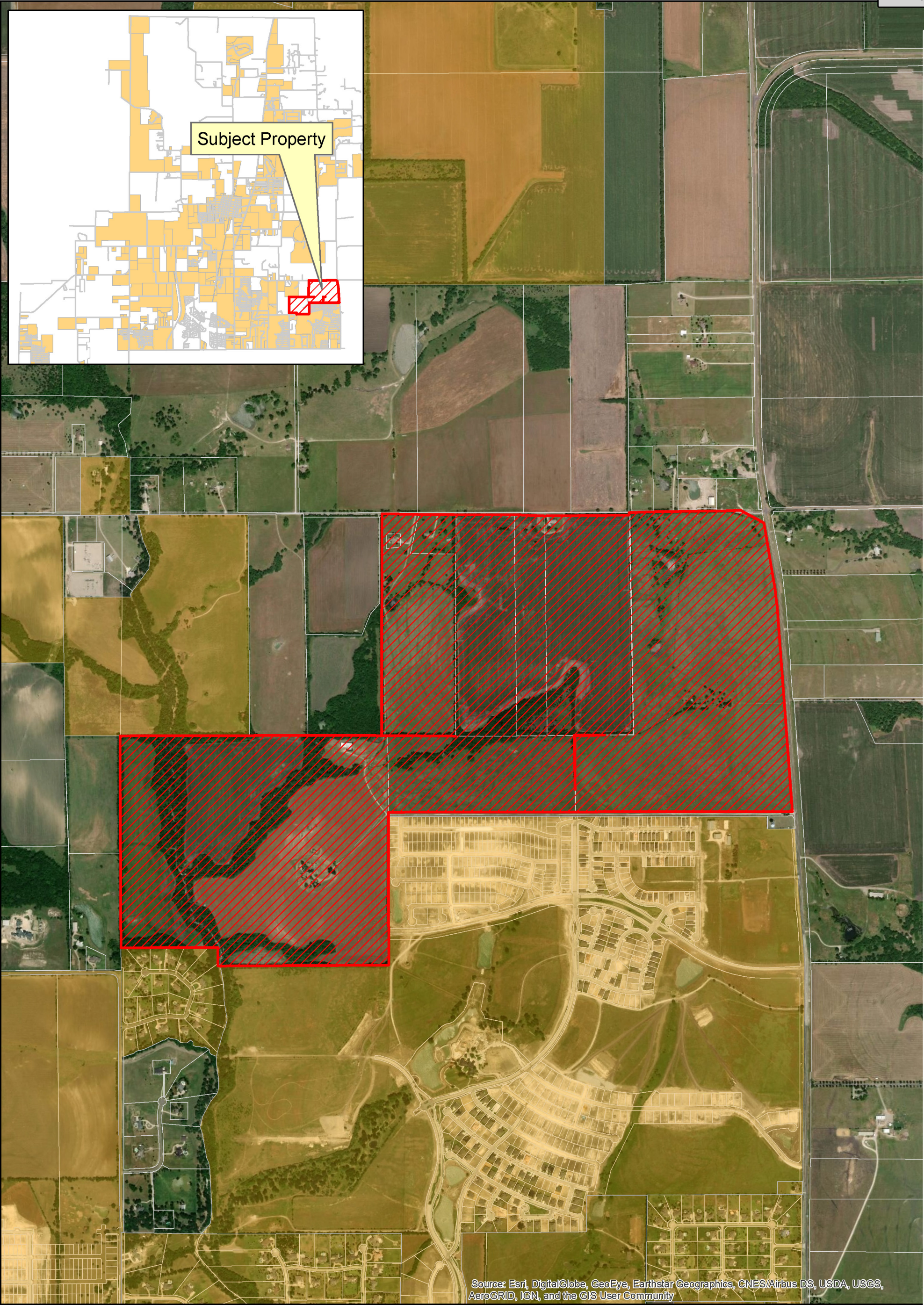
The original development agreement was approved by council on January 22nd, 2019. This amendment will extend the voluntary annexation petition deadline until December 1, 2020, as requested by the City.

Supporting Documents:

- Location Map
- Proposed Development Regulations Amendment

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Mustang Lakes- Brinkmann Addition DA Amendment)

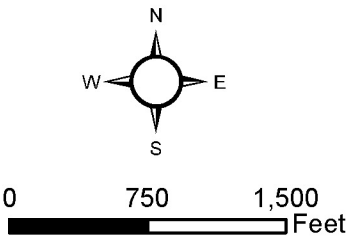
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Mustang Lakes Expansion Location Map

Date: 12/17/2018

- Legend**
- Mustang Lakes Expansion
 - City Limits
 - Parcels



FIRST AMENDMENT TO MUSTANG LAKES BRINKMANN ADDITION DEVELOPMENT AGREEMENT

This First Amendment to Mustang Lakes Brinkmann Addition Development Agreement (this “**Amendment**”) is executed by and between **Celina 557 Partners, L.P.**, a Texas limited partnership (“**Owner**”) and the **City of Celina, Texas**, a home-rule municipality (the “**City**”) (Owner 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**”).

RECITALS

WHEREAS, Owner and the City are parties to that certain Mustang Lakes Brinkmann Addition Development Agreement (the “**Agreement**”) entered into effective as of February 22, 2019, and filed as Document Number 20190211000143810 in the land records of Collin County, Texas, pertaining to approximately 556.836 acres of real property described in Exhibits A and B to the Agreement (the “**Property**”);

WHEREAS, the Agreement addresses matters related to the development of the Property;

WHEREAS, Owner and the City now desire to amend the Agreement as hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City hereby agree as follows:

ARTICLE I AMENDMENT OF AGREEMENT

1.1 Section 6.1 of the Agreement is hereby amended by replacing the first sentence of that Section with the following sentence:

Within ten (10) days of being requested to do so by the City, which shall not be later than December 1, 2020, Owner agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Owner by the City that may contain additional acres (collectively, the “Petition Property”).

1.2 The Agreement as amended by this Amendment shall continue in full force and effect.

1.3 Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

1.4 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE
DATE:**

CITY OF CELINA

By: _____
Name: Sean Terry
Title: Mayor
Date: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2019, personally appeared Sean Terry, Mayor of the City of Celina, on behalf of said City.

Notary Public in and for the State of Texas

Attachment: Proposed Development Agreement (Mustang Lakes- Brinkmann Addition DA Amendment)

**CELINA 557 PARTNERS, L.P.,
a Texas limited partnership**

By: Celina 557 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

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2019, personally appeared James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as Manager of Celina 682 GP Partners, LLC, a Texas limited liability company as General Partner of Celina 682 Partners, L.P., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company and partnership.

Notary Public in and for the State of Texas

Attachment: Proposed Development Agreement (Mustang Lakes- Brinkmann Addition DA Amendment)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Kim Brawner, Director of Engineering
 Date: December 10, 2019
 Re: Video Streaming Equipment & Service

Action Requested:

Consider and act to authorize the purchase of video equipment and services from Swagit Productions, LLC through the Interlocal Purchasing System Contract 160901 in an amount not to exceed \$64,796.00. (Berry)

Background Information:

Staff reviewed similar products and selected Swagit for their ease of use (hands free) feature for video recording. The product and service is available through a cooperative contract (Contract # 160901) with The Interlocal Purchasing System (TIPS) ran by the Region VIII Education Service Center. The City maintains an executed interlocal agreement with TIPS which is authorized under Texas Government Code 791. All products and services available through TIPS meets Texas bidding requirements.

Alternatives:

Council may reject the purchase and redirect staff.

Financial Considerations:

Funding is available in the current budget and will be tracked through project B16.

111-777-000-8505 B16

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of the purchase order.

Supporting Documents:

Proposal
 Quote
 Agreement

Staff Recommendation:

Staff recommends authorizing the purchase from Swagit Productions, LLC in an amount not to exceed \$64,796.00.

EXECUTIVE SUMMARY

Company History and Information

Swagit Productions, LLC, founded in 2003, is a privately held company headquartered in Dallas, Texas. Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In combining Swagit's EASE™ and Avior™ HD solutions, clients are offered the most comprehensive **hands-free** experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states, school districts, and health providers. In addition, Swagit is a complete video production entity, providing services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. From its beginnings as a company specializing in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with all major Agenda/Document Management and Voting Solutions. This lets our clients choose the best Agenda/Voting Solution for their unique needs.



With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computers, smart phones or tablets. Archived meetings are indexed and broken up into clips by agenda item for a superior end-user experience.

Avior™ HD is Swagit's hands-free broadcast solution: a complete package of 3+ HD cameras, professional video switching equipment, and associated components that allows either Swagit's video department to remotely control the cameras or on-site camera control by government staff. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ HD can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and streaming of an event or meeting.

The Swagit network stretches across North America, ensuring fast connect times from the closest point-of-presence (POP) to an end-user's location. Swagit's network is fully redundant, giving clients peace of mind and keeping with the Swagit motto, "Always Connected."

Points of Difference

- Swagit's EASE™ solution is completely **hands-free** and requires no staff time or resources
- Sound Search™ allows residents to search for the spoken word in a meeting which is synced to video
- Swagit's open API allows integrations with agenda management solutions
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty Content and Meetings
- Swagit's unique **hands-free** solutions typically qualify as a sole-source purchase, allowing for quick deployments

OVERVIEW OF PROPOSED SOLUTION

EASE™ Hands-Free Streaming

Swagit's **Extensible Automated Streaming Engine (EASE™)** solution meets all current and future needs for government without creating additional work for staff. EASE™ is a hands-free tool that eliminates the need for client staff members to index, edit, or time-stamp their video content. Each EASE™ package includes on-demand archiving, a 24/7 live stream via internet and PEG, streaming to mobile devices, and up to 120 hours of additional generic specialty content each year. If live streaming is not applicable, clients can upload media via FTP.

Avior™ HD Broadcast System

Swagit's **Avior™ HD Broadcast System** is a complete package of high-definition PTZ (Pan, Tilt, and Zoom) cameras, professional video-switching equipment, and associated components, that enables any client to fully outsource the operation and production of a multi-camera broadcast for public meetings. Avior™ also offers video graphics/titles overlay and Real Time Captioning support.

EASE™ HD/SDI Premium Captioning Encoder with SDI CC Encoding Unit

Swagit's **EASE™ HD/SDI Premium Captioning Encoder** is a high definition and/or standard definition (HD-SDI) encoding unit for video plus captioning. The package includes:

- Web-based multi-encoder management and closed captioning support
- Web Based caption GUI
- EASE™ HD-SDI Remote Video Indexing Kit (includes Scheduler)
- HD/SD Encoding/Transcoding Software - server or cloud deployable encoding/transcoding software
- HD/SD Baseband or IP Encode/Transcode single-channel license (enables encoding/transcoding of 1 HD/SD channel)
- SDI CC Encoding Unit (to provide audio captions over IP, for real-time captioning service)

Closed Captioning

Live Automated Transcribing is intelligent assisted real-time speech-to-text automation for captioning. Swagit's **Caption Sync** service works in conjunction with Live Automated Captioning; Swagit cleans up existing transcripts and synchronizes them with meeting video for on-demand viewing.

Social Media eXstream

Social Media eXstream connects meetings and events with live social platforms such as Facebook Live and YouTube Live. Jurisdictions can instantly live-stream local events to followers and engage with viewers in real time with Swagit's Social Media eXstream Package.

Sound Search™

Sound Search™ is an innovative product which improves the search for specific content in archived videos. A positive search hit for a spoken word or phrase will take the viewer to the exact location that it was spoken within a meeting video.

Note: Some features listed in this document may be system options or may require equipment not included in the provided pricing proposal.

SERVICE DESCRIPTIONS

Attachment: Proposal (Swagit Video Streaming)

EASE™ Streaming Appliance

Video Capture, Encoding, and Streaming

The Extensible Automated Streaming Engine (EASE™) is a software framework consisting of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for your clerks or webmasters.

■ **Video Capture and Encoding**

EASE™ Streaming Appliance records content according to your broadcast schedule and transfers the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

■ **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

■ **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE™ solution integrates with all major Document/Agenda Management solutions.

■ **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our packages offer unlimited storage.

■ **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

■ **Delivery**

In order to deliver on-demand content to end users in a format that is compatible with their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime, Real, and HTML5. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal. With HTML5 streaming, Swagit provides content to mobile devices including iPhones, iPads and Android devices.

■ Monitoring

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ streaming appliances that are deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

■ Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

■ Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble-free operation of our EASE™ streaming appliances, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



Attachment: Proposal (Swagit Video Streaming)



Avior™ Hands-Free Broadcast System

HD Video Capture, Encoding, Broadcast, and Streaming System

Built on years of industry experience and developed to address the growing transparency needs of government, Swagit's Avior™ HD Broadcast System is a complete package of HD PTZ (Pan, Tilt, and Zoom) cameras, professional video-switching equipment, and associated components, that enable any client to fully outsource the operation and production of a multi-camera broadcast for public meetings.

Avior™ HD cameras are installed by Swagit personnel in one or multiple positions within a meeting room. As a meeting is being recorded, Swagit's video department controls the Avior™ system from their Dallas, Texas headquarters — switching between cameras (for views of the podium, presentation slides, and dais), while also directing and controlling those cameras through selective panning, close-ups, and wide shots. The Avior™ HD broadcast-quality robotic cameras are able to tilt and pan through wide angles of motion and can zoom through large ranges.

Avior™ enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior™ communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior™ is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

Avior™ includes 3+ robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance, with the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition, the cameras can be mounted either "up" or "hanging upside down" for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

Avior™ HD is a remotely operated one-of-a-kind hands-free transparency suite that will save your jurisdiction time and money. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and/or streaming of an event or meeting.

- Fully automated
- 3+ HD camera solution
- Hands-free broadcast system
- Video graphics/titles overlay
- Free software updates
- Can be used locally when/if applicable
- Typically Integrates with existing A/V equipment
- Small footprint — equipment is self-contained on its own rack



Attachment: Proposal (Swagit Video Streaming)

Avior™ Broadcast System Diagram



Attachment: Proposal (Swagit Video Streaming)

Captioning for Compliance

Streaming Video Enhancement



Captioning for streaming media is the method of displaying a text version overlay for the spoken words within a video. It helps viewers who may be deaf or who have reduced hearing.

Federal agencies, contractors and employers should be acutely aware that their live streaming and broadcast events must now be captioned for accessibility, as mandated by recent updates to Section 508 of the Rehabilitation Act, plus changes to state laws that now require accessibility for federally-funded organizations such as colleges, universities, and research facilities. Even when Section 508 doesn't apply, many non-federal websites and their video content must still be accessible under other laws such as Section 504 of the Rehabilitation Act of 1973.

Swagit can help meet your accessibility obligations with captioning for live streaming and broadcast events. Whether for your one-off events or longer-term fixed placements, Swagit can provide hands-free support with compliant turnkey live video services.

FEATURES

- ▶ Meets FCC mandated ADA requirements for closed captioning
- ▶ Hands-free captioning service
- ▶ Live and/or on-demand
- ▶ Multiple captioning options
- ▶ Visible on mobile devices
- ▶ Captioning for TV broadcast
- ▶ Captioning of archival video
- ▶ Dedicated staff to exceed expectations



Captioning Services

Streaming Video Enhancement



Real-Time (Live) Captioning

Swagit can provide real-time captioning for live programming, as well as sync those captions for on-demand usage after the event has come to its completion. Captioning through Swagit can be distributed to both TV and the Web simultaneously, if needed.

- **CaptionLive**

Human Assisted Real-time Transcription (HART); captions are created as an event takes place, utilizing a live transcriber. (Specific captioning appliance required for this service.)

Post-Event (On Demand) Captioning

- **CaptionPM**

Human assisted post-meeting captioning for video on demand, completed and aligned with event video within 4 business days of broadcast.

Additional Captioning Services

- **Speech-to-Text Document**

A basic text file created from spoken words in a meeting audio; does not include non-audio information such as speaker identification or graphic presentations. It is not a word-for-word legal transcript.

- **SwagitSync**

Swagit synchronizes your 3rd-party live captioning transcript with event video for on-demand viewing; completed within 4 business days of broadcast.

Captioning rates are calculated in full hours only, and are based on total length of meeting or event, which includes breaks, closed sessions, and other non-captioned events during that length of time.

Swagit meets FCC mandated ADA requirements for closed captioning.

Specific captioning appliance may be required for these packages and services.

Sound Search™

On-Demand Streaming Video Search Enhancement

Swagit's innovative Sound Search™ dramatically improves the search for specific content in archived videos. A positive search hit for a specific spoken word will take the viewer to the exact location within any meeting that the word or phrase was spoken.

Sound Search™ results are displayed by the date and second mark, and provide a direct "jump-to" link for each instance a searched word or phrase was spoken during meetings. When a search result is selected, the audio/video clip will begin playing several seconds prior to the search result, giving greater context to the result.

Swagit's focus is on emerging technology and pioneering features like Sound Search™ that enable increased resident engagement.

- ▶ Search results are date- and second-marked
- ▶ Direct "jump-to" link by spoken word
- ▶ Increased resident engagement

The screenshot displays the Swagit Sound Search interface. At the top is the Houston Television (Htv) logo. Below it is a search bar containing the word "water" and a magnifying glass icon. Under the search bar are two buttons: "Text Search" and "Sound Search". The results are organized into a table with two columns: "Item" and "Date".

Item	Date
City Council	Nov 09, 2016
Reading of the Consent Agenda ⌚ 242 sec. ⌚ 251 sec. ⌚ 255 sec. ⌚ 263 sec. ⌚ 501 sec. ⌚ 577 sec. ⌚ 596 sec. ⌚ 605 sec. ⌚ 611 sec. ⌚ 623 sec. ⌚ 665 sec. ⌚ 670 sec. ⌚ 713 sec. ⌚ 734 sec. ⌚ 779 sec. ⌚ 821 sec. ⌚ 1018 sec. ⌚ 1060 sec. ⌚ 1090 sec. ⌚ 1121 sec. ⌚ 1151 sec. ⌚ 1159 sec. ⌚ 1182 sec. ⌚ 1191 sec. ⌚ 1211 sec. ⌚ 1240 sec. ⌚ 1269 sec. ⌚ 1278 sec. ⌚ 1402 sec.	
City Council	Apr 19, 2016
Matters Held ⌚ 37 sec. ⌚ 113 sec. ⌚ 114 sec. ⌚ 164 sec.	
City Council	Nov 16, 2016
Mayor's Report ⌚ 241 sec. ⌚ 250 sec. ⌚ 251 sec. ⌚ 267 sec. ⌚ 270 sec. ⌚ 282 sec. ⌚ 286 sec. ⌚ 295 sec. ⌚ 320 sec. ⌚ 351 sec. ⌚ 364 sec. ⌚ 391 sec. ⌚ 409 sec. ⌚ 420 sec. ⌚ 576 sec. ⌚ 702 sec. ⌚ 718 sec. ⌚ 727 sec. ⌚ 796 sec. ⌚ 798 sec. ⌚ 889 sec. ⌚ 921 sec. ⌚ 935 sec. ⌚ 1032 sec. ⌚ 1043 sec. ⌚ 1055 sec. ⌚ 1060 sec. ⌚ 1065 sec. ⌚ 1079 sec. ⌚ 1086 sec. ⌚ 1110 sec. ⌚ 1122 sec. ⌚ 1155 sec. ⌚ 1278 sec. ⌚ 1302 sec. ⌚ 1303 sec. ⌚ 1530 sec. ⌚ 1532 sec. ⌚ 1549 sec.	
City Council	Oct 25, 2016

Social Media eXstream

Social Live Video Streaming

Instantly stream live your jurisdiction's local events to followers and engage with viewers in real time with Swagit's Social Media eXstream Package. Live streaming is the future growth of social media and has become a part of culture that government can easily use to reach more residents online. Users can watch live broadcasts, whether on a PC or mobile device, in a matter of seconds. Social Media eXstream connects your meetings and events with live social platforms such as Facebook Live and YouTube Live.

- ▶ Live multi-destination streaming
- ▶ Multi-bitrates
- ▶ Affordable and simple
- ▶ Additional resident accessibility to meetings and events
- ▶ Expanded reach and audience growth
- ▶ Increased distribution channels

Streaming to social media live platforms can immediately expand your audience and increase distribution channels. For example, Facebook engages your viewers by sending a notification alert to your followers before the stream begins. Residents can then easily connect, interact and follow your event in real time.



PSA Example: Veterans Day

Attachment: Proposal (Swagit Video Streaming)

■ Implementation & Training

Once Swagit receives two signed original agreements, you'll hear from Swagit's team of deployment experts. We'll also send you a welcome packet, requesting basic information we'll need to complete your installation (such as your meeting schedule, contact info, IP information, and graphics for your video library/video player).

■ Phase 1 - Hardware Provisioning/Development

- ▶ Hardware ordered (out of stock items may impact delivery)
- ▶ Hardware assembled by Swagit engineers
- ▶ Operating system installed and configured per installation
- ▶ Swagit EASE™ streaming appliance software installed
- ▶ System burn-in testing conducted under fail-test load
- ▶ Hardware sign-off by Swagit
- ▶ Welcome packet information (meeting schedule, IP info, etc.) returned to Swagit

■ Phase 2 – Web Element Design

- ▶ Video library and player designed by Swagit in consultation with Client
- ▶ Linking instructions provided to Client Webmaster/IT
- ▶ Design sign-off by Client

■ Phase 3 – Deployment/Implementation

- ▶ Assembled hardware shipped
- ▶ Remote configuration and testing of audio/video feed quality by Swagit
- ▶ Confirmation of correct video library linking and integration with Client's website
- ▶ Installation sign-off by Swagit

■ Phase 4 - Acceptance Testing

- ▶ Dry run of meeting capture, indexing and encoding process using next available meeting rebroadcast, alternate content or live meeting
- ▶ Final signoff by Client and fulfillment of purchase order

■ Deliverables

- ▶ Installation checklist
- ▶ Configuration, testing and installation of Swagit EASE™ streaming appliance
- ▶ Secure FTP account for pre-edited digital content
- ▶ Customized video library
- ▶ Customized video player
- ▶ Monthly usage statistics

If your service package includes client-controlled indexing, Swagit will provide remote training to teach your staff how to index meeting videos as well as how to include links to attachments. No additional training is necessary; Swagit's traditional services are hands-free.

REFERENCES

City of Austin, Texas

301 W. 2nd., Austin TX 78701

Live Site: <http://www.austintexas.gov/page/atxn-video-archive>**City of Miami Beach, Florida**

1700 Convention Center Dr., Miami Beach FL 33139

Live Site: <http://web.miamibeachfl.gov/mbtv77/>**Sandoval County, New Mexico**

711 Camino Del Pueblo, Bernalillo NM 87004

Live Site: <http://www.sandovalcountynm.gov/commission/sandoval-county-meeting-videos/>**Brea, California**

1 Civic Center Circle, Brea CA 92821

Live Site: <http://www.ci.brea.ca.us/812/Government-Access-Channel>**City of Elliot Lake, Ontario**

45 Hillside Drive North, Elliot Lake ON P5A 1X5

Live Site: <http://www.cityofelliotlake.com/en/cityhall/CouncilWebcasts.asp>

ATTACHMENTS

- Sole Source Letter for Consideration Upon Request
- Swagit Solutions can also be purchased on both state and national contracts (i.e. TIPS, DIR, U.S. Communities Contract)

COST SUMMARY

EASE™ with Monthly Managed Services

TIPS Contract # 160901

Hardware, Licenses, Setup, and Support Services

Item & Description	Quantity	Up-Front Cost
CaptionPrime Streaming Appliance	1	\$13,890.00
Avior™ HD - Four (4) camera setup as a standard	1	\$38,306.00
Total One Time Cost:		\$ 52,196.00

Yearly Managed Service Package

Item & Description	Rate	Quantity	Yearly Cost
EASE™ Hands-Free Service – 25 - Up to 25 indexed meetings per year - Up to 120 hours of specialty video content per year 24/7Live Stream	\$ 1,050.00	12 mos	\$ 12,600.00
Avior™ Hands-Free Production – 25 Up to 25 remotely switched meetings per year with lower third character generation			
Total Annual Service:			\$ 12,600.00

Package Overages

Item & Description	Cost
Additional EASE™ Hands-Free Indexed Meetings	\$ 150.00 / meeting
Additional AVIOR™ Hands-Free Remote Switched Meetings	\$ 175.00 / meeting
PEG PSAs (Includes up to 120 Custom PSAs per year with voice-overs)	\$ 295.00 / month

* Price and hardware model are subject to change after 60 days without prior notice.

Attachment: Celina TX- FINAL QUOTE (Swagit Video Streaming)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Alan Fourmentin, Director of Public Works
 Date: December 10, 2019
 Re: Water System Risk & Resilience Assessment and Emergency Response Plan

Action Requested:

Consider and act to authorize a contract between the City of Celina and TRC Engineers, Inc., in an amount not to exceed \$93,500.00 for the development of a Water System Risk and Resilience Assessment and the development of an Emergency Response Plan. (Fourmentin)

Background Information:

The America Water Infrastructure Act of 2018 (AWIA) requires the City to complete a comprehensive risk and resiliency assessment of the City's water system and assets and prepare an emergency response plan (ERP) that complies with AWIA requirements.

The risk assessment certification must be submitted to the Environmental Protection Agency (EPA) on or before June 30, 2021 and Celina must certify completion of the ERP to the EPA within six months and no later than December 31, 2021.

Alternatives:

Council may reject the agreement and direct staff.

Financial Considerations:

Funding is available in the current budget in account: 202-117-000-6200.

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

Legal Review:

N/A

Supporting Documents:

Agreement

Staff Recommendation:

Staff recommends authorizing the agreement with TRC in an amount not to exceed \$93,500.00.



700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

7.D.a

November 7, 2019

Mr. Alan Fourmentin
Director of Public Works
142 N. Ohio Street
Celina, TX 75009

Re: Proposal for Water System Risk and Resilience Assessment and
Development of Emergency Response Plan

Dear Mr. Fourmentin:

TRC is pleased to provide the following proposal to support the completion of the Water System Risk and Resilience Assessment and Emergency Response Plan (ERP) for the City of Celina (Celina). As a result of the America's Water Infrastructure Act of 2018 (AWIA), Celina PWD is required to complete a comprehensive Risk and Resiliency Assessment of its systems and assets and prepare an Emergency Response Plan (ERP) that complies with AWIA requirements. Given the number of customers served by Celina's water system (approximately 18,000) the risk assessment certification will need to be submitted to the EPA on or before June 30, 2021 and Celina will need to certify completion of the ERP to the EPA six months later and no later than December 31, 2021.

TRC's security staff has decades of site security assessment and plan development experience, proven success with state and local entities and utilities, and knowledge and understanding of AWIA. With our experience, TRC will be able to provide a thorough risk and resiliency assessment with clearly defined recommendations to Celina and prepare the required ERP, in accordance with the established guidelines set forth in AWIA. Our team includes Professional Engineers, Certified Protection Professionals, and security engineers with vast experience in risk and resiliency assessments, security program planning, and design and construction support for security projects.

In addition to our well-qualified staff, TRC brings a formal process of project management to provide communications, scheduling, budgetary recommendations, and cost-effective oversight as well as the executive support necessary to identify time critical deficiencies and provide successful resolutions throughout the assessment and planning process.

The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

Justin Thomas, P.E.
Arlington CES Practice Leader
TRC Engineers, Inc.

Dawn Berry, CPPB
Purchasing Manager
City of Celina

Attachments

Attachment: TRC - Water System Risk & Resiliency Assessment and Emergency Response Plan. (Water System Risk and Resilience

CITY OF CELINA, TEXAS
RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN
TRC SCOPE OF WORK
NOVEMBER 7, 2019

TASK 1 - FACILITY RISK AND RESILIENCE ASSESSMENT

TRC will perform the risk and resiliency assessment of the Celina water system, as required by the America's Water Infrastructure Act of 2018 (AWIA). We will use a process that combines the RAM-W and RAMCAP approaches consistent with the ASCE/AWWA J-100-10 methodology to assess risks. The RAMCAP process is a seven (7) step methodical process that considers asset criticality, threats, and hazards (natural and man-made), the consequences of those threats, the vulnerabilities, risks, and resiliencies. Specifically, this assessment will identify the water system's critical assets and the approximate effects, or consequences, of losing each. Threat analyses will be performed to understand the feasibility of various adversaries attacking the assets. Based on available threat information, TRC will work with Celina to determine which assets require the most critical protection schemes, and what security measures would be best suited to provide that protection.

We understand Celina purchases water from others, so it has no water treatment plant; however, it has the following critical assets to be considered in the assessment:

- Four pump stations,
- Four elevated storage tanks, and
- Two ground storage tanks.

In addition, TRC will assess the SCADA communications system and radio tower(s) and IT/OT systems, as well as the financial infrastructure of the system.

During this initial phase TRC will also review Celina's existing policies and procedures against the requirements of ANSI/AWWA G430-09: Security Practices for Operations and Management

TASK 2 - DEVELOP EMERGENCY RESPONSE PLAN

TRC will develop and deliver the Emergency Response Plan (ERP), prepared to comply with the requirements of the AWIA. This ERP is based on the findings and observations of the assessment described above. In particular, the ERP works across the security and resiliency spectrum and addresses the deter, detect, delay, respond, and recovery phases. The plan describes the existing and planned systems and measures to support successful detection, deterrence, and delay (i.e., prevention) of deliberate acts and natural hazards on water facilities and processes, as well as how Celina will respond to an incident.

Core provisions to be addressed in the ERP from the data developed during the assessment may include, but are not limited to, the following:

- Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;

- Plans and procedures to be implemented and identification of equipment that may be utilized in the event of a malevolent act or natural hazard threatening the ability of the water system to deliver safe drinking water;
- Actions, procedures, and equipment to eliminate or reduce the impact of a malevolent act or natural hazard on the safety and supply of drinking water;
- Strategies to aid in detecting of malevolent acts or natural hazards threatening the security or resilience of the system;
- Improved drills and exercises; and
- Improved mass notifications and crisis communications.

In addition, TRC has a robust internal quality assurance and quality control (QA/QC) program that provides a framework for project execution, right from the initial kick-off through project closeout. Specifically, draft documents and other deliverables developed by the project team for Tasks 1 and 2 will have senior level reviews conducted to identify issues or challenge assumptions and findings. In addition, significant deliverables are issued as draft versions to our clients before being finalized, which allows them to provide reviews and comments before the documents are finalized.

DELIVERABLES

The deliverables for Tasks 1 and 2 will include draft and final versions of the documents. Specifically, TRC will provide Celina with electronic copies of each of the drafts for review and comment. Text documents will be in Word format and drawings, if any, will be in Adobe PDF format to make reviews and commenting by Celina personnel easier. After comments on each draft deliverable are received, revisions will be made as needed and the final versions will be prepared and submitted to Celina. We assume minimal comments from Celina between the draft and final versions.

TRC will provide an electronic copy of each of the final documents Adobe PDF format for distribution by Celina, as needed. We will also provide an electronic copy of the ERP text in Word format so it can be kept up-to-date by incorporating administrative changes (e.g., changes in names and telephone numbers) and technical changes (e.g., new policies, procedures, and/or measures or modifications of Celina assets). Electronic copies of drawings or diagrams will be submitted in Adobe PDF format, as well as AutoCAD DWG format where applicable.

ASSUMPTIONS

The following assumptions apply to the basis of costs for this project:

- Cost and schedule control are dependent on timely receipt of information from the City of Celina. TRC assumes requested information will be provided to TRC in electronic formats (e.g., Word, AutoCAD, Adobe PDF) at least two weeks prior to conducting the on-scene assessment. TRC will establish a secure file sharing site to expedite transmitting large files, such as CAD drawings, facility diagrams, plans, and photographs.

- Requested information will include, but may not be limited to, site addresses, site staffing levels, history of past security related incidents, site plans, available engineering drawings, description of on-site security measures, current security and emergency preparedness plans (e.g., risk management plan [RMP], vulnerability assessments (VAs) submitted in response to the Bioterrorism Act of 2002, etc.), and other documents as available. Additional plans and documents may be requested based on our discussions with Celina personnel during the initial conference call and while on-site. Additional information that may be requested by TRC will be provided in a timely manner.
- On-scene assessments of the critical assets of the Celina water system will require TRC's two- or three-person assessment team approximately three days on-site to complete, plus travel.
- Celina will provide escorts for the site visit and will provide any specific safety training for the water system to TRC upon arrival. The escorts will be knowledgeable about the water system and its operations and be able to answer questions during the site visit.
- TRC will bring basic health and safety equipment (hard hat, safety boots, and safety glasses) for the site visits; if other health and safety equipment or measures are needed for this work, TRC assumes it will be provided by Celina.
- Travel will be scheduled at least three weeks in advance of the on-scene surveys to minimize airline costs and travel will not be conducted during the weeks before or after major holidays.
- Celina personnel will perform one round of review for each set of draft documents submitted for Tasks 1 and 2, above, and submit one set of consolidated comments from the review of each document to TRC.
- TRC will provide documents for review at least two weeks before the anticipated date for submittal of the required certification and comments from Celina's reviews will be provided to TRC at least three business days prior to the submittal date to prevent delaying the report submissions.
- As needed, up to three conference calls or Skype Business meetings will be held with Celina to review the draft assessment and recommendations, draft ERP, and/or to resolve outstanding comments.
- This cost estimate will remain valid for 180 days following the preparation date.

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Developing designs, procedures, policies, etc. to achieve compliance and/or enhance or improve the existing security programs, including, but not limited to, security system designs, preparing standard security procedures, and/or developing and conducting training and/or facilitating exercises.

COMPENSATION FOR SERVICES

The cost to provide the services described above will be invoiced as a lump sum project. This lump sum fee includes labor and material costs associated with the Scope of Work identified above. A breakdown of the costs for the City's review is shown below.

1. Facility Risk and Resilience Assessment	\$ 64,380
2. <u>Develop Emergency Response Plan</u>	<u>\$ 29,120</u>

TOTAL CONTRACT AMOUNT: \$ 93,500

TRC's fees above are based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. The payment schedule will be via progress billing (percent complete for each task).



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Director of Administrative Services
CC: Jason Laumer, City Manager
Date: December 10, 2019
Re: Resolution supporting expansion and prioritization of Collin County Outer Loop

Action Requested:

Consider and act upon a resolution of the City Council of Celina, Texas commending and supporting efforts of the Collin County Commissioner's Court to relieve east-west congestion on State Highway 380 by prioritizing the construction and expansion of Collin County Outer Loop. (Howard)

Background Information:

This resolution expresses support for Collin County Commissioner's Court in its efforts to accelerate the construction and expansion of the Collin County Outer Loop.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed resolution

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2019-__**A RESOLUTION OF THE CITY COUNCIL OF CELINA, TEXAS
COMMENDING AND SUPPORTING EFFORTS OF THE COLLIN COUNTY
COMMISSIONERS COURT TO RELIEVE EAST-WEST CONGESTION ON
STATE HIGHWAY 380 BY PRIORITIZING THE CONSTRUCTION AND
EXPANSION OF COLLIN COUNTY OUTER LOOP.****RECITALS**

WHEREAS, there is currently no consensus by all cities in Collin County on a preferred and final route for Highway 380; and

WHEREAS, Judge Chris Hill and the Commissioners of the Collin County Commissioners Court have shown great leadership and vision toward resolving transportation challenges in Collin County; and

WHEREAS, the Collin County Commissioners Court unanimously voted to put the \$750 Million Transportation Bond proposal on the ballot in 2018, and the citizens of Collin County voted overwhelmingly in support of the Bond; and

WHEREAS, the Transportation Bond contained funding for the Outer Loop for both construction and right of way acquisition; and

WHEREAS, the acceleration of the Outer Loop from the Dallas North Tollway to US 75 would relieve east-west congestion and relief of State Highway 380; and

WHEREAS, the alignment of the Outer Loop runs through Celina and will provide benefit to both the City of Celina the new Collin College campus.

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

SECTION 1. The Council supports Collin County in its efforts to advance the development of the Collin County Outer Loop and encourages the County to accelerate the project schedule.

PASSED AND APPROVED on this the 10th day of December, 2019.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Director of Administrative Services
 CC: Jason Laumer, City Manager
 Date: December 10, 2019
 Re: Wells North Bond Levy Ordinance

Action Requested:

Consider and act upon an ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project); approving and authorizing related agreements, and providing for an effective date. (Bluewood PID bond sale) (DeBuff)

Background Information:

This item approves and authorizes issuance and sale of PID bonds for Wells North (Bluewood).

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This ordinance has been reviewed by the City Attorney.

Supporting Documents:

- Proposed ordinance

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2019-__

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019 (WELLS NORTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #2 PROJECT); APPROVING AND AUTHORIZING RELATED AGREEMENTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has established the "Wells North Public Improvement District", pursuant to Resolution No. 2016-12R adopted by the City Council of the City (the "City Council") on February 9, 2016; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and held a public hearing on April 9, 2019 regarding the levy of special assessments against benefitted property located in Neighborhood Improvement Area #2 of the District, and after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2019-12 (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Wells North Public Improvement District Service and Assessment Plan, Updated for Neighborhood Improvement Area #2, dated as of April 9, 2019, (the "Service and Assessment Plan") relating to the District and levied the Neighborhood Improvement Area #2 Assessments (as defined in the Assessment Ordinance, the "Assessments") against the Neighborhood Improvement Area #2 Assessment Roll (as defined and described in the Service and Assessment Plan, the "Assessment Roll"); and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #2 Improvements, as defined in the Indenture, (ii) funding a reserve fund for payment of principal of and interest on the Bonds, (iii) paying a portion of the costs incidental to the organization of the District, and (iv) paying the costs of issuance of the Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate, as defined in the Indenture; and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the costs of the Neighborhood Improvement Area #2 Improvements, as identified in the Service and Assessment Plan, (ii) approve the form, terms and provisions of an indenture of trust securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below), and (vi) approve the form, terms and provisions of an updated Service and Assessment Plan; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of \$[] for the purpose of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #2 Improvements, (ii) funding a reserve fund for payment of principal of and interest on the Bonds, (iii) paying a portion of the costs incidental to the organization of the District, and (iv) paying the costs of issuance of the Bonds is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of December 1, 2019, between the City and U.S. Bank National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, the City's land use attorney and the City's bond counsel, such approval to be evidenced by the execution and delivery of the Indenture by the Mayor or Mayor Pro Tem of the City, which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A** which is incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the "Pledged Revenues" (as defined in the Indenture) and other assets of the "Trust Estate" (as defined in the Indenture) pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, the City's land use attorney and the City's bond counsel, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor or Mayor Pro Tem of the City. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds (the "Preliminary Limited Offering Memorandum") and any addenda, supplement or amendment thereto and the final Limited

Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute such Limited Offering Memorandum with such changes and alterations therein as the Mayor or Mayor Pro Tem may approve, such approval to be conclusively evidenced by such execution thereof. The Limited Offering Memorandum as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the execution, approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") between the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the "Dissemination Agent") is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor and/or Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Service and Assessment Plan Update. That certain Wells North Public Improvement District Service and Assessment Plan Updated for Neighborhood Improvement Area #2 dated April 9, 2019 and, as updated on December 10, 2019 (as updated, the "Service and Assessment Plan") is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor and Mayor Pro Tem of the City is each hereby authorized and directed to deliver such Service and Assessment Plan with such changes as may be required to carry out the purposes of this Ordinance. The Service and Assessment Plan, including the method of assessment, is approved and adopted as the Service and Assessment Plan for Neighborhood Improvement Area #2 of the District and the Neighborhood Improvement Area #2 Assessment Roll attached as Appendix C thereto sets forth the Neighborhood Improvement Area #2 Assessments levied against the Neighborhood Improvement Area #2 Assessed Property which are hereby approved as an act and deed of the City Council. The City Secretary is hereby directed to file the Service and Assessment Plan in the real property records of Collin County.

SECTION 6. Additional Actions. The Mayor, Mayor Pro Tem, the City Manager, the Director of Finance, and the City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes

of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The City Council also hereby confirms the prior engagement of Norton Rose Fulbright US LLP as the City's bond counsel. The Mayor, Mayor Pro Tem, the City Manager, the Director of Finance, and the City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Neighborhood Improvement Area #2 Improvements.

SECTION 7. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 9. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 10. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 11. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 12. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

PASSED AND ADOPTED, this December 10, 2019.

CITY OF CELINA, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

EXHIBIT A
INDENTURE OF TRUST

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

EXHIBIT B
BOND PURCHASE AGREEMENT

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

**§[PRINCIPAL]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #2 PROJECT)**

BOND PURCHASE AGREEMENT

December 10, 2019

City of Celina, Texas
142 N. Ohio St.
Celina, Texas 76201

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of Celina, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein), between the City and U.S. Bank National Association, as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the §[PRINCIPAL] aggregate principal amount of the “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project)” (the “Bonds”), at a purchase price of \$_____ (representing the aggregate principal amount of the Bonds, less an original issue discount of \$_____ and an Underwriter’s discount of \$_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a “municipal advisor” (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement

is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Neighborhood Improvement Area #2 Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated, have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on December 23, 2019 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on December 10, 2019 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of December 1, 2019, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the proceeds of special assessments (the "Neighborhood Improvement Area #2 Assessments") levied on the assessable parcels (the "Neighborhood Improvement Area #2 Assessed Property") within Neighborhood Improvement Area #2 of the Wells North Public Improvement District (the "District"). The District was established by Resolution No. 2016-12R (the "Creation Resolution"), enacted by the City Council on February 9, 2016, in accordance with the Act. The Neighborhood Improvement Area #2 Assessments were levied in accordance with a service and assessment plan, adopted by the City Council on April 9, 2019 (the "Service and Assessment Plan"), pursuant to Ordinance No. 2019-12 (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created pursuant to the Indenture.

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes described in the Limited Offering Memorandum under “PLAN OF FINANCE — The Bonds” and shall be generally applied as described in the Limited Offering Memorandum under “SOURCES AND USES OF FUNDS.”

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before the third (3rd) business day prior to the Closing Date an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B (the “Issue Price Certificate”), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor (defined below) and any notice or report to be provided to the City may be provided to the Financial Advisor or to Bond Counsel.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. The City will treat the first price at which 10% of each maturity of the Bonds is sold to the public as of the sale date as the issue price of that maturity (the “10% test”). At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the Issue Price Certificate the first price at which the Underwriter has sold to the public each maturity of Bonds, and shall identify to the City on Schedule A to the Issue Price Certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of

that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

- (i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated _____, 2019 (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy

the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed “final” by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City’s acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the “end of the underwriting period” for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement

of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the “Non-City Disclosures”) (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps of the District therein or under the captions and subcaptions “PLAN OF FINANCE” (except for the information under the subcaption “— Prior Bond Issuances” and “— The Bonds”), “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BOOK-ENTRY ONLY SYSTEM,” “THE NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “THE PID ADMINISTRATOR,” “APPRAISAL OF PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Neighborhood Improvement Area #2 Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” INFORMATION RELATING TO THE TRUSTEE,” “APPENDIX E-2” and “APPENDIX F.” If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access (“EMMA”) system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the PID Reimbursement Agreement Wells North effective March 29, 2016 (the “PID Reimbursement Agreement”), executed and delivered by the City and Celina Development North, LLC, a Texas limited liability company (the “Master Developer”);

(4) the Amended and Restated Development Agreement (Wells North Tract) effective as of November 10, 2015, approved by the City Council on November 10, 2015, as amended on March 29, 2016, and again on May 8, 2018, as the same may be amended from time to time (the “Development Agreement”), executed and delivered by the City and the Master Developer; and

(5) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of December 1, 2019 (the “Continuing Disclosure Agreement of the Issuer”), executed and delivered by the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc, as Dissemination Agent.

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the PID Reimbursement Agreement, (4) the Development Agreement, (5) the Continuing Disclosure Agreement of the Issuer, (6) the Limited Offering Memorandum and (7) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (7) being referred to collectively herein as the “City Documents”).

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign

immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the

issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Neighborhood Improvement Area #2 Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Neighborhood Improvement Area #2 Assessments. The Neighborhood Improvement Area #2 Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Neighborhood Improvement Area #2 Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Neighborhood Improvement Area #2 Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Neighborhood Improvement Area #2 Assessments which secure the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and

provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

r. Financial Advisor. The City has engaged Hilltop Securities Inc. as its financial advisor (the “Financial Advisor”) in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Master Developer and Bluewood Phase 2A, LLC, a Texas limited liability company (the “Neighborhood Improvement Area #2 Developer”, and together with the Master Developer, the “Developer”) an executed Developer Letter of Representations (the “Developer Letter of Representations”) in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 10(e) hereof (the “Developer Closing Certificate”).

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City

and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter or Underwriter’s Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing:

(i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter;

(ii) the Authorizing Documents shall be in full force and effect;

(iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter’s Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents;

(iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinions of Shupe Ventura, PLLC (“Developer’s Special Counsel”) and Haynes and Boone, LLP (“Developer’s Co-Counsel”), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the PID Reimbursement

Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 1, 2019, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent (the “Continuing Disclosure Agreement of the Developer” and, together with the Developer Letter of Representations, the Development Agreement, and the PID Reimbursement Agreement, the “Developer Documents”); and

(v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Neighborhood Improvement Area #2 Improvements and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Neighborhood Improvement Area #2 Developer to pay the Neighborhood Improvement Area #2 Assessments when due.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter’s reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has

been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture need to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the

City, except as disclosed in or described in the Preliminary Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Neighborhood Improvement Area #2 Assessments to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in

this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing therein under the captions and subcaptions "PLAN OF FINANCE — The Bonds" (except for the second and third paragraphs thereof), "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Neighborhood Improvement Area #2 Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS"

and APPENDIX B and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance, the Service and Assessment Plan and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the PID Reimbursement Agreement, the Continuing Disclosure Agreement of the Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion(s) of Developer’s Counsel. (i) An opinion of Developer’s Special Counsel, substantially in the form of Appendix D-1 hereto, dated the Closing Date, and (iii) an opinion of Developer’s Co-Counsel, substantially in the form of Appendix D-2 hereto, dated the Closing Date, each of which shall be addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee. Such opinions shall be in substantially such forms unless the City and the Underwriter mutually agree upon changes thereto.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Neighborhood Improvement Area #2 Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms;

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to Closing, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter and Underwriter's Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act, as amended;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Norton Rose Fulbright US LLP, as bond counsel, Hilltop Securities Inc., as financial advisor, the public improvement district administrator, the Developer, and its engineers and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which did not extend beyond the date of the Limited Offering Memorandum), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) as of the date of the Preliminary Limited Offering Memorandum and as of December 10, 2019, no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (b) as of the date of the Limited Offering Memorandum and as of the date hereof, no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion about (i) with respect to the Preliminary Limited Offering Memorandum, any difference in information contained therein compared to what is contained in the Limited Offering Memorandum, whether or not related to pricing or sale of the Bonds, and whether

any such difference is material and should have been included in the Preliminary Limited Offering Memorandum, and (ii) with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices (other than with respect to the Continuing Disclosure Agreement of the Issuer), or any information about book-entry, DTC, tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of the Issuer satisfies the requirements contained in Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission for an undertaking for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in Neighborhood Improvement Area #2 of the District dated November 11, 2019.

q. Letter of Representation of PID Administrator. Letter of Representation of PID Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that (i) the Creation Resolution, including a legal description of the District by metes and bounds, and (ii) the Assessment Ordinance, including the legal description of the property within Neighborhood Improvement Area #2, the assessment rolls and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed, have been filed of record in the real property records of Collin County, Texas.

s. Lender Consent Certificate. Lender Consent Certificate of North Dallas Bank & Trust in recordable form, acknowledging the creation of the District and consenting to and acknowledging the adoption of the Assessment Ordinance, the levy of the Neighborhood Improvement Area #2 Assessments, and the subordination of its lien to the lien created by the Neighborhood Improvement Area #2 Assessments, in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

t. Developer Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

u. Rule 15c2-12 Certification. A resolution, an ordinance or a certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Section (b)(1) of Rule 15c2-12 in connection with the offering of the Bonds, which action may be based on the approval of the release of the Preliminary Limited Offering Memorandum by an authorized City official (if such official has been duly authorized to take such action by the City Council), or certification, if made in the form of a certificate, may be included in the City Certificate required by Section 10(f) hereof.

v. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City and the Developer have engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

w. BLOR. An updated copy of the Blanket Issuer Letter of Representation to DTC relating to the Bonds and signed by the City.

x. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion and the opinion of Bond Counsel described in Section 10(a) hereof.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Special Counsel, Developer's Co-Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Section 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation ("Texas MAC") whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 North Ohio Street, Celina, Texas 76201, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-V, Frisco, Texas 75034, Attention: Mr. R.R. "Tripp" Davenport, III, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Section 16 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Anti-Boycott Verification. In *Amawi v. Pflugerville Independent School District* (1:18-cv-01091), the United States District Court for the Western District of Texas issued a preliminary injunction (the “NBI Injunction”) preventing the defendants named therein from enforcement of Texas Government Code § 2270.001 *et. seq.*, or any “No Boycott of Israel” clause in any state contract.

On May 7, 2019, H.B. 793, 86th Texas Legislature, Regular Session, became law, amending Texas Government Code § 2270.001, *et seq.* On May 10, 2019, the State Attorney General filed a Motion to Stay the NBI Injunction with the United State Court of Appeals for the Fifth Circuit. On May 28, 2019, the United States Court of Appeals for the Fifth Circuit granted the State Attorney General’s Motion to Stay the NBI Injunction pending appeal on the merits.

In light of the foregoing recent developments, the following representation is provided by the Underwriter to avoid any uncertainty regarding the authority of the City to enter into this Agreement.

The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Underwriter understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

23. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and

excludes the Underwriter and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Underwriter understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

24. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: R.R. "Tripp" Davenport, III
Title: Director

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

Accepted at _____ a.m./p.m. central time on the
date first stated above.

City of Celina, Texas

By: _____
Mayor

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

SCHEDULE I

\$[PRINCIPAL]

CITY OF CELINA, TEXAS

(a municipal corporation of the State of Texas located in Collin and Denton Counties)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019

(Wells North Public Improvement District Neighborhood Improvement Area #2 Project)

Dated Date: _____, 2019

Interest Accrues From: Date of Delivery

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield _____ % (a)(c)(d)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield _____ % (a)(c)(d)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield _____ % (a)(b)(c)(d)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield _____ % (a)(b)(c)(d)

- (a) [The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.]
- (b) The Bonds maturing on or after September 1, 20__ may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20__ such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed of redemption.
- (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedules.

\$ Bonds Maturing September 1, 20

Mandatory Sinking Fund Redemption Date	Sinking Fund Installment
September 1, 20__	\$
September 1, 20__	
September 1, 20__ †	

† Stated Maturity

\$ Bonds Maturing September 1, 20

Mandatory Sinking Fund Redemption Date	Sinking Fund Installment
September 1, 20__	\$
September 1, 20__	
September 1, 20__ †	

Schedule I-1

\$ Term Bonds Maturing September 1, 20

Mandatory Sinking Fund	Sinking Fund	Mandatory Sinking Fund	Sinking Fund
<u>Redemption Date</u>	<u>Installment</u>	<u>Redemption Date</u>	<u>Installment</u>
September 1, 20__	\$	September 1, 20__	\$
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__†	

† Stated Maturity

\$ Term Bonds Maturing September 1, 20

Mandatory Sinking Fund	Sinking Fund	Mandatory Sinking Fund	Sinking Fund
<u>Redemption Date</u>	<u>Installment</u>	<u>Redemption Date</u>	<u>Installment</u>
September 1, 20__	\$	September 1, 20__	\$
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__	
September 1, 20__		September 1, 20__†	

† Stated Maturity

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

\$(PRINCIPAL)
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #2 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

December 10, 2019

City of Celina, Texas
 142 N. Ohio Street
 Celina, Texas 76201

FMSbonds, Inc.
 5 Cowboys Way, Suite 300-V
 Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$(PRINCIPAL) “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, Celina Development North, LLC, a Texas limited liability company (the “Master Developer”) and Bluewood Phase 2A, LLC, a Texas limited liability company (the “Neighborhood Improvement Area #2 Developer” and together with the Master Developer, the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions “PLAN OF FINANCE” (except for the information under the subcaption “— The Bonds”), “THE NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS,” “THE DEVELOPMENT” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Neighborhood Improvement Area #2 Improvements, and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “APPENDIX E-2” and “APPENDIX G” (collectively, the “Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered (or the Developer has been assigned in full) each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

- a. this Developer Letter of Representations;
- b. the PID Reimbursement Agreement Wells North effective March 29, 2016, executed and delivered by the Master Developer;
- c. the Amended and Restated Development Agreement (Wells North Tract) effective as of November 10, 2015, approved by the City Council on November 10, 2015, as amended on March 29, 2016, and again on May 8, 2018, as the same may be amended from time to time, executed and delivered by the City and the Master Developer; and

d. the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 1, 2019, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect

to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No “Event of Default” or “event of default” by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Neighborhood Improvement Area #2 Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default,” by the Developer has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The

indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page follows.]

Celina Development North, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

Bluewood Phase 2A, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

APPENDIX B

\$(PRINCIPAL)

CITY OF CELINA, TEXAS,

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019

(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT

NEIGHBORHOOD IMPROVEMENT AREA #2 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the City of Celina, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day

after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2019.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

[Remainder of this page intentionally left blank.]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

FMSbonds, Inc.,
as Underwriter

By: _____

Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Date: December 23, 2019

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

SCHEDULE A**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES***(Attached)***Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)**

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

APPENDIX C

[LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC]

December 23, 2019

FMSbonds, Inc.
5 Cowboys Way, Suite 300-V
Frisco, Texas 75034

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

§[PRINCIPAL]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019
(Wells North Public Improvement District Neighborhood Improvement Area #2 Project)

Ladies and Gentlemen:

This firm has acted as special counsel to the City of Celina, Texas (the “City”) and are rendering this opinion for limited purposes in connection with the issuance and sale of §[PRINCIPAL] “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. _____, enacted by the City Council of the City (the “City Council”) on December 10, 2019 (the “Bond Ordinance”), and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust dated as of December 1, 2019 (the “Indenture”) by and between the City and U.S. Bank National Association, as trustee (the “Trustee”). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated December 10, 2019 between the City and FMSbonds Inc. (the “Bond Purchase Agreement”). This opinion is being delivered pursuant to Section 10(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as special counsel to the to the City, and for the purposes of rendering opinions set forth herein, we have reviewed:

(a) Resolution No. 2016-12R (the “Creation Resolution”), enacted by the City Council on February 9, 2016;

(b) Ordinance No. 2019-12, accepted and approved by the City Council on April 9, 2019, and the Service and Assessment Plan (the “Service and Assessment Plan”) attached as an

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exhibit thereto (the “Assessment Ordinance”), as such Service and Assessment Plan was updated by the Bond Ordinance;

- (c) The Bond Ordinance;
- (d) The Indenture;
- (e) The PID Reimbursement Agreement Wells North effective March 29, 2016 (the “PID Reimbursement Agreement”), executed and delivered by the City and Celina Development North, LLC, a Texas limited liability company (the “Master Developer”);
- (f) The Amended and Restated Development Agreement (Wells North Tract) effective as of November 10, 2015, approved by the City Council on November 10, 2015, as amended on March 29, 2016, and again on May 8, 2018, as the same may be amended from time to time (the “Development Agreement”), executed and delivered by the City and the Master Developer; and
- (g) The Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of December 1, 2019 (the “Continuing Disclosure Agreement of the Issuer”), executed and delivered by the City and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent; and
- (h) Such other documents, records, agreements or certificates as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall hereinafter be collectively referred to as the “Authorizing Documents” and the remaining documents shall hereinafter be collectively referred to as the “Reviewed Documents.”

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the legal opinion delivered pursuant to the Bond Purchase Agreement by Haynes and Boone, LLP, co-counsel to the Developer; (e) the Developer Letter of Representations delivered pursuant to the Bond Purchase Agreement; and (f) the legal opinion delivered pursuant to the Bond Purchase Agreement by Shupe Ventura, PLLC, special counsel to

the Developer (collectively, the “Reliance Materials”). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer, Fort & McDonald, PLLC attorneys who have given substantive attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as special counsel to the City. Further, the words “our knowledge,” “our actual knowledge” and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Julie Fort of our firm who have been directly involved in representing the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications, limitations, and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Reviewed Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of Wells North Public Improvement District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Neighborhood Improvement Area #2 Assessments in the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d)

contesting or affecting the validity or enforceability, or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, or (c) the application of State law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the Reviewed Documents will not violate any provision of any Federal or State constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the Reviewed Documents.

7. The City has duly authorized and delivered the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES — Assessment Methodology" and "— Neighborhood Improvement Area #2 Assessment Amounts," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and "— The City's Compliance with Prior Undertakings" and "APPENDIX A" are a fair and accurate summary of the laws and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents, the execution and delivery of the Reviewed Documents and the compliance with the provisions of the Authorizing Documents and the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with, or constitute on the part of the City, a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with, or constitute on the part of the City, a violation, breach of, or default under any existing law, regulation, court order or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the “benefit of its bargain” or (C) exceed the amount of any party’s actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xxiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor’s

rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

(g) The opinions expressed herein are based on our consideration of laws of the State of Texas which, in our experience, are normally applicable to transactions of the type described in the Reviewed Documents.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated,

quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

[ATTORNEY FOR THE CITY]

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

EXHIBIT A TO OPINION LETTER**ADDITIONAL ASSUMPTIONS**

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;
2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;
3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;
4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;
5. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the City, the Reviewed Documents are enforceable against the other parties thereto;
6. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;
7. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents; and
8. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents.
9. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP Bond Counsel to the City; (ii) Shupe Ventura, PLLC, special counsel to the Developer; (iii) Orrick, Herrington & Sutcliffe, LLP counsel to the Underwriter; and (iv) Haynes and Boone, LLP, co-counsel to the Developer.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the “**Bond Documents**”), and we specifically express no opinion with respect to the Bond Documents:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state “**Blue Sky**” laws and regulations.
2. The compliance or noncompliance by the Underwriter, the Trustee, the Developer, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;
3. Compliance with fiduciary duty requirements;
4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.
5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;
6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;
7. The recordation or filing of any Bond Documents or related documents;
8. Federal and state environmental laws and regulations;
9. Federal and state land use and subdivision laws and regulations;
10. Federal and state tax laws and regulations;
11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;
12. Federal and state racketeering laws and regulations (e.g., RICO);
13. Federal and state health and safety laws and regulations (e.g., OSHA);
14. Federal and state labor laws and regulations;
15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and
16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

DRAFT
12/02/2019

APPENDIX D-1

[LETTERHEAD OF HAYNES AND BOONE, LLP, CO-COUNSEL TO THE DEVELOPER.]

December 23, 2019

City of Celina
 142 North Ohio Street
 Celina, Texas 76201

FMSbonds, Inc.
 5 Cowboys Way, Suite 300V
 Frisco, Texas 75034

Norton Rose Fulbright US, LLP
 2200 Ross Avenue
 Suite 3600
 Dallas, Texas 75201-7932

U.S. Bank National Association, as Trustee
 111 Filmore Avenue East
 St. Paul, Minnesota 55107
 Attn: Bond Operations

Messer, Fort & McDonald PLLC
 6731 Preston Rd., Suite 200
 Frisco, Texas 75034

Shupe Ventura, PLLC
 9406 Biscayne Blvd.
 Dallas, Texas 75218

\$ _____
 CITY OF CELINA, TEXAS,
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019
 (WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
 NEIGHBORHOOD IMPROVEMENT AREA #2 PROJECT)

Ladies and Gentlemen:

We have served as Co-Counsel for Hillwood Development Company, LLC, a Texas limited liability company (“*HDC*”), the 100% owner of RE Project Manager, LLC, a Texas limited liability company (“*RE PM*”), the sole general partner of RE Project, LP, a Texas limited partnership, the sole managing member (the “*Managing Member*”) of Celina Development North, LLC, a Texas limited liability company (the “*Master Developer*”) and Bluewood Phase 2A, LLC, the “*Neighborhood Improvement Area #2 Developer*,” and, together with the Master Developer, the “*Developer*”), in connection with the issuance and sale by the City of Celina, Texas (the “*City*”), of \$ _____ City of Celina, Texas, Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) (the “*Bonds*”), pursuant to that certain Indenture of Trust dated as of December 1, 2019 (the “*Indenture*”), by and between the City and U.S. Bank National Association, as trustee (the “*Trustee*”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as “*Bluewood*” (the “*Development*”) located in the City and in the Wells North Public Improvement District.

The Bonds are being sold to FMSbonds, Inc. (the “*Underwriter*”), pursuant to that certain Bond Purchase Agreement dated December 10, 2019 (the “*Bond Purchase Agreement*”), by and

_____, 2019
Page 3

between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as Co-Counsel for the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (each of which is defined in the Bond Purchase Agreement) being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the “**Material Documents**”):

- (1) The PID Reimbursement Agreement;
- (2) The Development Agreement;
- (3) The Developer Letter of Representations; and
- (4) The Continuing Disclosure Agreement of the Developer.

(b) Each of the documents and certificates described in **Exhibit A** attached hereto and made a part hereof (the items in paragraphs (i), (iv), (vi), (ix), (x) (xiii), (xiv), (xvii), (xix) and (xxii) are hereinafter referred to as the “**Developer Basic Documents**”);

(c) Certificates from the Secretary of State of the State of Texas listed on **Exhibit A** indicating that each of the Master Developer and the Neighborhood Improvement Area #2 Developer; are in existence in the State of Texas (each, a “**Texas Existence Certificate**,” and collectively, the “**Texas Existence Certificates**”);

(d) Statements of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts and listed on **Exhibit A**, which statements indicate that, as of the dates and times thereof, the right of each of the Master Developer and the Neighborhood Improvement Area #2 Developer to transact business in Texas was “**active**” (each, an “**FTAS Page**,” and collectively, the “**FTAS Pages**”);

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

_____, 2019
Page 4

(e) The Preliminary Limited Offering Memorandum, dated _____, 2019, relating to the issuance of the Bonds (the “**Preliminary Limited Offering Memorandum**”);

(f) The final Limited Offering Memorandum, dated December 10, 2019 relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the “**Limited Offering Memorandum**”); and

(g) Such other documents, records, agreements, and certificates of the Master Developer and Neighborhood Improvement Area #2 Developer and their respective constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In rendering the opinions set forth herein, we have assumed: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the authorization, execution, and delivery by the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party (other than the Developer) thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any Governmental Authority (as defined in Schedule I attached hereto) of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Master Developer is (a) a limited liability company, (b) based solely upon the relevant Texas Existence Certificate, validly existing under the laws of the State of Texas, and

_____, 2019
Page 5

(c) based solely upon the relevant FTAS Page, in good standing under the laws of the State of Texas.

2. The Neighborhood Improvement Area #2 Developer is (a) a limited liability company, (b) based solely upon the relevant Texas Existence Certificate, validly existing under the laws of the State of Texas, and (c) based solely upon the relevant FTAS Page, in good standing under the laws of the State of Texas.

3. The Developer has the limited liability company power and authority under the *Texas Business Organizations Code* and the Developer Basic Documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The execution and delivery by the Developer of each Material Document to which it is a party, and the performance by the Developer of its agreements set forth therein, have been duly authorized by all necessary limited liability company action under the *Texas Business Organizations Code* and the Developer Basic Documents.

4. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not (i) violate any Applicable Law (as defined in Schedule I attached hereto); (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Officer's Certificate of Hillwood Development Company, LLC, dated as of the date hereof (the "Developer Certificate"), or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party; or (iii) constitute a violation of its limited liability company agreement or certificate of formation.

5. No Governmental Approval (as defined in Schedule I attached hereto) which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to (a) the execution and delivery by the Developer of the Material Documents to which it is a party, or (b) the performance by the Developer of its obligations under the Material Documents to which it is a party, except for Governmental Approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

6. The Material Documents to which the Developer is a party have been duly executed and delivered by the Developer and constitute the legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied

_____, 2019
Page 6

by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

7. There are no actions, suits or proceedings pending or threatened against the Developer identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against it of such Material Documents or the transactions described therein; (iv) the titles of the parties executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developer; (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

8. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under Applicable Law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

9. The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions “**PLAN OF FINANCE**,” (except for the information under the subcaption “**—THE BONDS**,” “**THE NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS**,” “**THE DEVELOPMENT**,” and “**THE DEVELOPER**,” and, to the best of our knowledge, under the captions “**BONDHOLDERS’ RISKS**” (only as it pertains to the Developer, the Neighborhood Improvement Area #2 Improvements and the Development), “**LEGAL MATTERS — Litigation – The Developer**,” “**CONTINUING DISCLOSURE – The Developer**” and “**—the Developer’s Compliance with Prior Undertakings**,” “**Appendix E-2**” and “**Appendix G**” adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

_____, 2019
Page 7

In addition, based upon our examination of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the City and its counsel, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph, with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of December 10, 2019, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect. This opinion is rendered solely as the date hereof, and we assume no obligation to supplement this opinion if any Applicable Laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

Schedule I

As used herein, “***Applicable Law***” means the laws, rules and regulations of the State of Texas and the United States of America and the rules and regulations adopted thereunder; for the avoidance of doubt, the foregoing shall not include any local or municipal laws, environmental laws or regulations, development laws or regulations, land ordinances or water management laws or regulations.

As used herein, “***Governmental Approval***” means any consent, approval, license, authorization or validation of, or filing, recording or registration with, any Governmental Authority of the State of Texas or any governmental authority or instrumentality of the United States of America pursuant to any Applicable Law.

As used herein, “***Governmental Authority***” means the government of the State of Texas, and any agency, authority, statewide subdivision instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to such government.

EXHIBIT A**ATTACHMENT TO OPINION OF CO-COUNSEL FOR THE DEVELOPER**

(a) Officer's Certificate of Hillwood Development Company, LLC, dated as of the date hereof, to which are attached, among other things, the following:

(i) Articles of Organization of HDC certified by the Secretary of State of the State of Texas on March 31, 2016, and all amendments thereto;

(ii) Certificate of Fact with respect to the existence of HDC, dated _____, 2019;

(iii) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2019, at _____m., which statement indicates that, as of the date and time thereof, the right of HDC to transact business in Texas is "**active**";

(iv) First Amended and Restated Limited Liability Company Agreement of HDC, dated February 1, 2004;

(v) Written Consent of the Managers of HDC, dated on or about the date hereof;

(vi) Certificate of Formation of RE PM certified by the Secretary of State of the State of Texas on March 31, 2016 and all amendments thereto;

(vii) Certificate of Fact with respect to the existence of RE PM, dated _____, 2019;

(viii) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2019, at _____ p.m., which statement indicates that, as of the date and time thereof, the right of RE PM to transact business in Texas is "**active**";

(ix) Limited Liability Company Agreement of RE PM, dated October 23, 2012;

(x) Certificate of Formation of the Managing Member, certified by the Secretary of State of the State of Texas on _____, 2019, and all amendments thereto;

(xi) Certificate of Fact with respect to the existence of the Managing Member, dated November 13, 2019;

(xii) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2019 at _____.m., which statement indicates that, as of the date and time thereof, the right of the Managing Member to transact business in Texas is “*active*”;

(xiii) Agreement of Limited Partnership of the Managing Member, dated November 6, 2012, together with an Assignment of Limited Partnership Interest in the Managing Member, dated March 1, 2013;

(xiv) Certificate of Formation of Master Developer, certified by the Secretary of State of the State of Texas on October 1, 2015;

(xv) Certificate of Fact with respect to the existence of Master Developer, dated _____, 2019;

(xvi) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2019, at _____.m., which statement indicates that, as of the date and time thereof, the right of the Master Developer to transact business in Texas is “*active*”;

(xvii) Limited Liability Company Agreement of the Master Developer, dated October 1, 2015;

(xviii) Written Consent of the Members of Master Developer, dated on or about the date hereof.;

(xix) Certificate of Formation of Neighborhood Improvement Area #2 Developer, certified by the Secretary of State of the State of Texas on October 2, 2015;

(xx) Certificate of Fact with respect to the existence of Neighborhood Improvement Area #2 Developer, dated November 13, 2019;

(xxi) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2019 at _____.m., which statement indicates that, as of the date and time thereof, the right of the Neighborhood Improvement Area #2 Developer to transact business in Texas is “*active*”;

(xxii) Limited Liability Company Agreement of the Neighborhood Improvement Area #2 Developer, dated April 20, 2018; and

(xxiii) Written Consent of the Members of Neighborhood Improvement Area #2 Developer, dated on or about the date hereof.

APPENDIX D-2

[LETTERHEAD OF SHUPE VENTURA, PLLC]

December 23, 2019

City of Celina, Texas
 142 N. Ohio Street
 Celina, Texas 76201

FMSbonds, Inc.
 5 Cowboys Way, Suite 300 V
 Frisco, Texas 75034

Norton Rose Fulbright US LLP
 2200 Ross Avenue, Suite 3600
 Dallas, Texas 75201-2784

U.S. Bank National Association
 111 Filmore Avenue East
 St. Paul, Minnesota 55107

\$(PRINCIPAL)
 CITY OF CELINA, TEXAS,
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019
 (WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
 NEIGHBORHOOD IMPROVEMENT AREA #2 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to Celina Development North, a Texas limited liability company (the “**Master Developer**”) and Bluewood Phase 2A, LLC, a Texas limited liability (the “**Neighborhood Improvement Area #2 Developer**”), and together with the Master Developer referred to collectively as the “**Developer**”) in connection with the issuance and sale by the City of Celina, Texas (the “**City**”), of \$(PRINCIPAL) City of Celina, Texas, Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) (the “**Bonds**”), pursuant to that certain Indenture of Trust dated as of December 1, 2019 (the “**Indenture**”), by and between the City and U.S. Bank National Association, a national banking association, as trustee (the “**Trustee**”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as “Bluewood” (the “**Development**”) located in the City.

The Bonds are being sold to FMSbonds, Inc. (the “**Underwriter**”), pursuant to that certain Bond Purchase Agreement dated December 10, 2019 (the “**Bond Purchase Agreement**”), between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

D-1-1

4141-2693-0720.3
 44103-31

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

- (a) The following documents to which the Developer is a party (collectively, the “**Reviewed Documents**”):
- (1) the *PID Reimbursement Agreement Wells North*, effective March 29, 2016, executed and delivered by the City and the Master Developer; and
 - (2) the *Amended and Restated Development Agreement (Wells North)*, effective as of November 10, 2015, approved by the City Council on November 10, 2015, as amended on March 29, 2016 and again on May 8, 2018, as the same may be amended from time to time; and
 - (3) the *Developer Letter of Representations* executed by the Developer as of December 10, 2019; and
 - (4) the *Continuing Disclosure Agreement of the Developer* with respect to the Bonds, dated as of December 1, 2019, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.
- (b) The *Preliminary Limited Offering Memorandum*, dated _____, 2019 relating to the issuance of the Bonds; and
- (c) The final *Limited Offering Memorandum* dated December 10, 2019 relating to the issuance of the Bonds; and
- (d) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the Developer; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the legal opinion delivered pursuant to the Bond Purchase Agreement by Haynes and Boone, LLP, co-counsel to the Developer and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Messer, Fort & McDonald, PLLC, special counsel to the City (collectively, the “**Reliance Materials**”). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue

statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Shupe Ventura, PLLC attorneys who have given substantive attention to matters concerning the Developer during the course of our representation of the Developer in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as special counsel to the Developer. Further, the words “our knowledge,” “our actual knowledge” and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Misty Ventura, Corey Admire, and Roxanne Sheehan of our firm who have been directly involved in representing the Developer. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon the foregoing, but subject to the assumptions, qualifications, and limitations set forth both above and below, and having due regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Reviewed Documents constitute legal, valid, and binding obligations of and are enforceable against the Developer in accordance with their respective terms.
2. The execution, delivery, and performance by the Developer of its obligations under the Reviewed Documents do not violate any existing laws of the State of Texas applicable to the Developer or any ordinances of the City applicable to the Developer.
3. No consents or approvals are required from the City, the State of Texas, or any other political subdivision or agency of the State of Texas in connection with the execution, delivery, and performance by the Developer of its obligations under the Reviewed Documents except those consents and approvals: (i) already obtained; (ii) required or described in the express terms of the Reviewed Documents; and (iii) that are necessary for the Developer to perform its obligations under the Reviewed Documents and are ordinarily and customarily required to develop land within the City and to operate the businesses of the Developer that are described in the Reviewed Documents.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

- (a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the “benefit of its bargain” or (C) exceed the amount of any party’s actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xxiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor’s rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

(g) The opinions expressed herein are based on our consideration of laws of the State of Texas which, in our experience, are normally applicable to transactions of the type described in the Reviewed Documents.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the Bond Purchase Agreement and the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. A copy of this opinion letter may be delivered by the Underwriter in connection with the issuance of the Bonds, and the Underwriter may rely on the opinions expressed above. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

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EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;
2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;
3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;
4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;
5. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;
6. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the Developer, the Reviewed Documents are enforceable against the other parties thereto;
7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;
8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents; and
9. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents.
10. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP Bond Counsel to the City; (ii) Messer, Fort & McDonald, PLLC, special counsel to the City; (iii) Orrick, Herrington & Sutcliffe, LLP counsel to the Underwriter; and (iv) Haynes and Boone, LLP, co-counsel to the Developer.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the “**Bond Documents**”), and we specifically express no opinion with respect to the Bond Documents:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state “**Blue Sky**” laws and regulations.
2. The compliance or noncompliance by the Underwriter, the Trustee, the City, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;
3. Compliance with fiduciary duty requirements;
4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.
5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;
6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;
7. The recordation or filing of any Bond Documents or related documents;
8. Federal and state environmental laws and regulations;
9. Federal and state land use and subdivision laws and regulations;
10. Federal and state tax laws and regulations;
11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;
12. Federal and state racketeering laws and regulations (e.g., RICO);
13. Federal and state health and safety laws and regulations (e.g., OSHA);
14. Federal and state labor laws and regulations;
15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws;
16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); and

17. The Bond Purchase Agreement, Indenture, Preliminary Limited Offering Memorandum, final Limited Offering Memorandum, and any other Bond Documents.

EXHIBIT E**CLOSING CERTIFICATE OF DEVELOPER**

Celina Development North, LLC, a Texas limited liability company (the “Master Developer”) and Bluewood Phase 2A, LLC, a Texas limited liability company (the “Neighborhood Improvement Area #2 Developer” and together with the Master Developer, the “Developer”), DO HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Master Developer is a Texas limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. The Neighborhood Improvement Area #2 Developer is a Texas limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

3. Representatives of the Developer have provided information to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[PRINCIPAL] aggregate principal amount of Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) (the “Bonds”), pursuant to the Preliminary Limited Offering Memorandum, dated _____, 2019 (the “Preliminary Limited Offering Memorandum”), and Limited Offering Memorandum dated December 10, 2019 (the “Limited Offering Memorandum”).

4. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

5. The Developer has delivered to the Underwriter and the City a (i) Certificate of Good Standing from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

6. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) that certain Developer Letter of Representations, dated December 10, 2019;

(b) the PID Reimbursement Agreement Wells North effective March 29, 2016, executed and delivered by the City and the Master Developer;

(c) the Amended and Restated Development Agreement (Wells North Tract) effective as of November 10, 2015, approved by the City Council on November 10, 2015, as amended on March 29, 2016, and again on May 8, 2018, as the same may be amended from time to time, executed and delivered by the City and the Master Developer; and

(d) the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 1, 2019, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure, a division of Hilltop Securities Inc., as Dissemination Agent.

7. The Neighborhood Improvement Area #2 Developer owned all of the Neighborhood Improvement Area #2 Assessed Property (as defined in the Service and Assessment Plan) located in Neighborhood Improvement Area #2 of the District on the date that the Assessment Ordinance was adopted and such landowner is not an entity that may claim a homestead right under Texas law.

8. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

9. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

10. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

11. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaption "— The Bonds"), "THE NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS," "THE DEVELOPMENT" and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Neighborhood Improvement Area #2 Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING

DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “APPENDIX E-2” and “APPENDIX G” and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and the date hereof, respecting the Developer and the portion of the Development owned by the Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or Limited Offering Memorandum.

12. To the Developer’s knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer’s knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer’s ability to complete or cause to be completed the development of the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

13. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

14. The levy of the Neighborhood Improvement Area #2 Assessments on property in Neighborhood Improvement Area #2 of the District will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

15. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer’s ability to perform its obligations under the Developer Documents.

16. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[Signature page follows.]

Dated: December 10, 2019

DEVELOPER:

Celina Development North, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

Bluewood Phase 2A, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

APPENDIX F

[LETTERHEAD OF INTEGRA REALTY RESOURCES – DFW]

December 23, 2019

City of Celina, Texas
101 Main Street
Celina, Texas 76052

FMSbonds, Inc.
5 Cowboys Way, Suite 300-V
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of Integra Realty Resources – DFW (“Appraiser”), the appraiser of the undeveloped property contained in Wells North Public Improvement District (the “District”), does hereby represent the following:

1. Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated _____, 2019 and the Limited Offering Memorandum for the Bonds, dated December 10, 2019 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in Neighborhood Improvement Area #2 of the District, located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption “APPRAISAL OF PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2 — The Appraisal.”

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. Appraiser agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about December 23, 2019) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

INTEGRA REALTY RESOURCES – DFW

By: _____
 Its: _____

APPENDIX G

[LETTERHEAD OF MUNICAP, INC.]

December 23, 2019

FMSbonds, Inc.
5 Cowboys Way, Suite 300-V
Frisco, Texas 75034

U.S. Bank National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. (“MuniCap”), consultant in connection with the creation by the City of Celina, Texas (the “City”), of Wells North Public Improvement District (the “District”), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated _____, 2019, and the final Limited Offering Memorandum for the Bonds, dated December 10, 2019 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES” and “THE PID ADMINISTRATOR” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. MuniCap agrees to the inclusion of the SAP in the Limited Offering Memorandum and to the use of its name in the Limited Offering Memorandum for the Bonds.

4. MuniCap agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date

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of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about December 23, 2019) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

MUNICAP, INC.

By: _____
Its: _____

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

DRAFT 11/21/2019

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #2 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of December 1, 2019 (this “Disclosure Agreement”) is executed and delivered by and between the City of Celina, Texas (the “Issuer”) and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. (the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project)” (the “Bonds”). The Issuer and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of December 1, 2019, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrative Expenses” shall have the meaning assigned to such term in the Indenture.

“Administrator” shall mean the employee or designee of the Issuer, identified in any indenture of trust relating to the Bonds, the Service and Assessment Plan, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Bond Disclosure Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

“Developer” shall mean Bluewood Phase 2A, LLC, a Texas limited liability company, and its successors and assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of December 1, 2019 executed and delivered by the Developer and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Wells North Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean each period from October 1 through September 30, as same may be changed in accordance with section 3 below.

“Foreclosure Proceeds” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

“Neighborhood Improvement Area #2” shall mean the second phase of the development within the District.

“Neighborhood Improvement Area #2 Assessments” shall have the meaning assigned to such term in the Indenture.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have meaning assigned to such term in the Indenture.

“Trustee” shall mean U.S. Bank National Association or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Bond Disclosure Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ended September 30, 2019, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and later than the date required in Section 4 of this Disclosure Agreement for the filing of the Annual Issuer Report, if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than six months after the end of the Issuer’s Fiscal Year. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall file notice of such change (and of the period of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Issuer Report pursuant to this paragraph. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the date specified in Section 4 of this Disclosure Agreement for providing the Annual Issuer Report to the MSRB, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not

be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six months after the end of each Fiscal Year; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report (excluding the audited financial statements of the Issuer, if any, which shall be filed by the Issuer or the Dissemination Agent upon receipt from the Issuer) containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) Within six months after the end of each Fiscal Year (any or all of which may be unaudited),

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding; and

(B) The amounts in the funds and accounts securing the Bonds.

(ii) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Neighborhood Improvement Area #2 Assessments. Until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Neighborhood Improvement Area #2 Assessments levied within Neighborhood

Improvement Area #2, such SAP Update shall include the number of new homes completed in Neighborhood Improvement Area #2 during such Fiscal Year and the aggregate number of new homes completed within Neighborhood Improvement Area #2 since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2019.

(iii) The individual and aggregate taxable assessed valuation for parcels or lots within Neighborhood Improvement Area #2 based on the most recent certified tax roll available to the Issuer.

(iv) The total amount of Annual Installments assessed and collected during such Fiscal Year, together with the amount of delinquent Neighborhood Improvement Area #2 Assessments collected and Neighborhood Improvement Area #2 Assessments prepaid during such Fiscal Year.

(v) As of February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year), the total amount of the following:

- (A) Annual Installments invoiced,
- (B) Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator),
- (C) Delinquent Annual Installments,
- (D) Foreclosure Proceeds collected, and
- (E) Prepaid Neighborhood Improvement Area #2 Assessments collected.

(vi) The current or delinquent status of the payment of the Neighborhood Improvement Area #2 Assessments for each parcel or lot in Neighborhood Improvement Area #2 as of February 15 of the calendar year immediately succeeding such Fiscal Year.

(vii) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(viii) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If audited financial statements are not included with the financial information provided under subsection 4(a) above, unaudited financial statements shall be included with such financial information within the time period specified.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated MuniCap, Inc. as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Issuer Reports under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of

business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within Neighborhood Improvement Area #2 in the ordinary course of the Developer's business to be considered a significant event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice To MSRB of Failure To File."

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer

desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB.

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior

to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to such series of Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Bond Disclosure Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of the Developer by the Developer, and a default under the Disclosure Agreement of the Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Neighborhood Improvement Area #2 Assessments collected from the property owners in Neighborhood Improvement Area #2 of the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the

Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION. THE ISSUER DOES NOT WAIVE, AND EXPRESSLY RESERVES, ITS GOVERNMENTAL IMMUNITY FOR SUIT AND LIABILITY.

SECTION 12. Neighborhood Improvement Area #2 Assessments Timeline. The basic expected timeline for the collection of Neighborhood Improvement Area #2 Assessments and the anticipated procedures for pursuing the collection of delinquent Neighborhood Improvement Area #2 Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Neighborhood Improvement Area #2 Assessments.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent agrees that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from Neighborhood Improvement Area #2 Assessments collected from the property owners in Neighborhood Improvement Area #2 of the District, for its fees and expenses of the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. In *Amawi v. Pflugerville Independent School District* (1:18-cv-01091), the United States District Court for the Western District of Texas issued a preliminary injunction (the "NBI Injunction") preventing the defendants (including the State) from enforcement of Texas Government Code §2270.001 et. seq. or any "No Boycott of Israel" clause in any state or governmental entity contract. On May 7, 2019, H.B. 793, 86th Texas Legislature, Regular Session, became law, amending Texas Government Code, §2270.001 et. seq. On May 10, 2019, the State Attorney General filed a Motion to Stay the NBI Injunction with the United States Court of Appeals for the Fifth Circuit. In light of the foregoing recent developments, the following representation is provided by the Dissemination Agent to avoid any uncertainty regarding the authority of the Issuer to enter into this Disclosure Agreement.

Pursuant to Section 2270.002, Texas Government Code, the Dissemination Agent hereby verifies that neither the Dissemination Agent, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent, if any, boycotts Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Dissemination Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent and exists to make a profit.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Dissemination Agent represents that neither the Dissemination Agent, nor any parent company, wholly- or majority-owned subsidiaries, and other

affiliates of the Dissemination Agent is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes the Dissemination Agent and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Dissemination Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent and exists to make a profit.

SECTION 20. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 21. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[remainder of page left blank intentionally]

CITY OF CELINA, TEXAS
(as Issuer)

By: _____
Mayor

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(NEIGHBORHOOD IMPROVEMENT AREA #2)

HTS CONTINUING DISCLOSURE
SERVICES,
a Division of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(NEIGHBORHOOD IMPROVEMENT AREA #2)

EXHIBIT A**NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT**

Name of Issuer: City of Celina, Texas
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2019
 (Wells North Public Improvement District Neighborhood
 Improvement Area #2 Project)
 Date of Delivery _____, 20____
 CUSIP Nos: [Insert CUSIP Nos]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of the Issuer dated December 1, 2019, between the Issuer and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

HTS CONTINUING DISCLOSURE SERVICES,
 a Division of Hilltop Securities Inc.
 on behalf of the City of Celina, Texas
 (as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)

EXHIBIT B

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #2 PROJECT)**

ANNUAL BOND DISCLOSURE REPORT*

Delivery Date: _____, 20__

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
 Address: _____
 City: _____
 Telephone: _____
 Contact Person: _____

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

*Excluding Audited Financial Statements of the Issuer

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

Bonds (Principal Balance)	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

LIABILITIES

Outstanding Bond Principal	_____
Outstanding Program Expenses (if any)	_____
TOTAL LIABILITIES	_____

EQUITY

Assets Less Liabilities	_____
Parity Ratio	_____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

ITEMS REQUIRED BY SECTION 4(a)(ii) - (viii)

[Insert a line item for each applicable listing]

EXHIBIT C

**BASIC TIMELINE FOR SPECIAL ASSESSMENT COLLECTIONS
AND PURSUIT OF DELINQUENCIES**

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Neighborhood Improvement Area #2 Assessments are due.
February 1	1	Neighborhood Improvement Area #2 Assessments Delinquent if not received.
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payment on March 1. If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified. Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Neighborhood Improvement Area #2 Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure. If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required

March 1 29/30

for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.

Trustee pays bond interest payments to bondholders.

Reserve Fund payment to Bond Fund may be required if Neighborhood Improvement Area #2 Assessments are below approximately 50% collection rate.

Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or Fund for debt service.

Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.

Issuer determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.

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Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies.

If any property owner with ownership of property responsible for more than \$10,000 of the Neighborhood Improvement Area #2 Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Neighborhood Improvement Area #2 Assessments.

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Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity.

		If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	90/91	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	104/105	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 120/121).
June 1	121/122	Foreclosure action to be filed with the court.
June 15	135/136	Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status. Dissemination Agent notifies bondholders.
July 1	151/152	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than 25% of the Owners may request a meeting with the City Manager or Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed 5%, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Neighborhood Improvement Area #2 Assessments.

EXHIBIT D
SERVICE AND ASSESSMENT PLAN

Attachment: Celina Wells North PID 2019 - Bond Ordinance (Wells North Bond Levy Ordinance)



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Director of Administrative Services
 CC: Jason Laumer, City Manager
 Date: December 10, 2019
 Re: Economic Incentive Agreement for 102 Louisiana (old Hester's)

Action Requested:

Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Celina Corner Bros, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (102 Louisiana) (DeBuff)

Background Information:

This item authorizes economic incentive funding for the upgrade of the building at 102 Louisiana, formerly known as Hester's, by Celina Corner Bros, LLC.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City will contribute \$25,000 toward cost of at least \$100,000 in facility improvements, and waive building permit fees in consideration for the developer using brick.

Legal Review:

N/A

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380--CELINA CORNER BROS**

This Economic Development Incentive Agreement (“Agreement”) is made by and among the City of Celina, Texas (the “City”), Celina Economic Development Corporation (the “CEDC”), and Celina Corner Bros, LLC (the “Developer”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Exhibit “A” (the “Property”) which consists of an approximately 0.0375± acre tract of land in Celina, Collin County, Texas, generally located at 102 Louisiana St., Celina, Texas (the “Premises”).

WHEREAS, the Developer intends to construct on the Property, by remodeling an existing structure, a 1,355 square foot brick office building and other ancillary facilities, such as required landscaping, more fully described in the submittals filed by Developer with the City, in order to obtain one or more building permits (hereinafter defined as the “Facility”); and

WHEREAS, the Developer has advised the City and the CEDC that a contributing factor that would induce the Developer to construct the Facility would be an agreement with the City and the CEDC to participate in the costs of construction of improvements to the Facility consisting of improvements to the façade and building (the “Facility Improvements”) through economic development grants and incentives as set forth herein; and

WHEREAS, the City and the CEDC desire to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base and generate additional sales tax and other revenue for the City; and

WHEREAS, the CEDC intends to contribute an amount not to exceed twenty-five thousand and no/100 dollars (\$25,000.00) toward the cost of the Facility Improvements; and

WHEREAS, as consideration for Developer using brick, as substantially depicted in the Concept Plan (defined below), the City will waive building permit fees for the Facility Improvements and reimburse a portion of Water and Sewer Costs (defined below); and

WHEREAS, the promotion of new business enterprises and the expansion of office space available within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Developer in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the CEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505, Section 501.103 of the Texas Local Government Code (the "Act" or "Development Corporation Act") authorizes the CEDC to fund expenditures of site improvements and related improvements for projects; and

WHEREAS, the CEDC has determined that the CEDC Grant (hereinafter defined) for the Facility Improvements to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a "project," as that term is defined in the Act; and

WHEREAS, the CEDC has determined that making the grant for the Facility Improvements in accordance with this Agreement will further the objectives of the CEDC, will benefit the City and the City's inhabitants, and will promote or develop new or expanded business enterprises and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Act" or "Development Corporation Act" shall have the meaning ascribed in the Recitals above.

"Agreement" shall have the meaning ascribed in the introductory paragraph above.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“City” shall have the meaning ascribed in the introductory paragraph above.

“CEDC” shall have the meaning ascribed in the introductory paragraph above.

“CEDC Grant” shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed twenty-five thousand and no/100 dollars (\$25,000.00), to be paid as set forth herein.

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facility Improvements, as the case may be; (ii) all necessary permits for the construction of the Facility Improvements, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction on the Facility Improvements has commenced.

“Completion of Construction” shall mean that (i) construction of the Facility Improvements have been substantially completed, (ii) the City has inspected and accepted the Facility Improvements, and (iii) the City has issued a final certificate of occupancy for the Facility.

“Concept Plan” shall mean the architectural renderings and design plan attached hereto as **Exhibit “B”**.

“Developer” shall have the meaning ascribed in the introductory paragraph above.

“Effective Date” shall mean the date that authorized representatives of all of the Parties have signed this Agreement.

“Expenditure Information” shall have the meaning ascribed in Section 3.2(b) below.

“Expiration Date” shall mean the date that all Parties have fully satisfied their respective obligations herein.

“Facility Improvements” shall have the meaning ascribed in the Recitals above, but does not include the garage referenced in Section 3.1(c) below.

“Facility” shall have the meaning ascribed in the Recitals above and is generally depicted in the Concept Plan attached as **Exhibit “B”**.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by the developer or any of its affiliates or related entities.

“Party/ies” shall have the meaning ascribed in the introductory paragraph above.

“Payment Request” means a complete written request from the Developer to the City and the CEDC for payment of the CEDC Grant, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the CEDC and/or the City, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements.

“Property” shall have the meaning ascribed in the Recitals above.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the City and/or the CEDC and the Developer.

“Water and Sewer Costs” shall have the meaning ascribed in Section 3.1(e) below.

Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Facility Improvements to occur not later than _____, 2020, and

subject to events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than _____ months after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit “B”**, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ninety (90) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that brick shall be used on the exterior of the Facility in a manner substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least \$100,000 on the Facility Improvements.

(c) Garage Removal or Remodel. On or before January 1, 2022 Developer shall: (i) remove the existing adjacent garage facing Walnut Street, or (ii) complete a remodel and obtain a certificate of occupancy, if required, for the existing garage facing Walnut Street. If Developer elects to remodel the said garage, Developer agrees that: (i) construction shall be in conformance with the most recently adopted building codes of the City; (ii) the exterior elevation shall be compatible with the Facility and approved by the City; and (iii) that building permit applications will be reviewed under such codes.

(d) Building Permit Fees. Assuming Developer timely applies for a building permit for the Facility Improvements that conform to the requirements of paragraph 3.1(b) above, the City will waive the building permit fees normally charged by the City.

(e) Water and Sewer. Assuming Developer timely applies for a building permit for the Facility Improvements that conform to the requirements of paragraph 3.1(b) above, the City shall reimburse Developer its actual cost to provide water and sewer lines to the building in an amount not to exceed Forty-three Thousand dollars (\$43,000) (“Water and Sewer Costs”). The Water and Sewer Costs incurred by Developer shall be clearly identified and included in the Expenditure Information submitted with the Payment Request and the City shall pay the reimbursement under the same terms, conditions and timing for paying the initial payment of the CEDC Grant as set forth in detail in Section 3.2 below.

3.2 Facility Improvements Project. (a) Cost Participation. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the CEDC Grant. The initial payment of \$12,5000 of the CEDC Grant shall be paid not later than thirty (30) days after the date the last of the following events to occur: (i) CEDC’s and City’s receipt of the Payment Request, (ii) Completion of Construction of the Facility Improvements, (iii) the date of issuance of a final certificate of occupancy by the City for the Facility Improvements, and (iv) CEDC and City verification of the

final actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements. The final payment of \$12,500.00 of the CEDC Grant shall be paid one year after the initial payment.

(b) Facility Improvement Cost Verification. Following Completion of Construction of the Facility Improvements, but not later than thirty (30) days after Completion of Construction of the Facility Improvements, Developer shall submit to the CEDC and the City the Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of the Facility Improvements and the water and sewer utilities, and such other records as the City may reasonably request to verify such the final actual costs are at least \$100,000 and the amount of Water and Sewer Costs paid by Developer (“Expenditure Information”). The CEDC and City shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

Article IV Conditions to Grant Payments

4.1 The obligation of the CEDC to pay the CEDC Grant and the City to waive building permit fees and reimburse the Water and Sewer Costs hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Developer, plus each of the terms and conditions set forth below:

(a) Payment Request. Developer shall have timely provided the City and the CEDC with the Payment Request, which includes the Expenditure Information. The City and CEDC are entitled to verify the Expenditure Information before the CEDC Grant is paid and before the Water and Sewer Costs are reimbursed.

(b) Good Standing. Developer shall not have an uncured breach of this Agreement or a Related Agreement.

(c) Certificate of Occupancy. Developer shall have timely received a Certificate of Occupancy for the Facility.

(d) Expenditure Information. Developer timely submits the Expenditure Information to the CEDC and the CEDC verifies that Developer incurred costs of at least \$100,000 in designing and constructing the Facility Improvements and the Water and Sewer Costs were paid by Developer.

Article V Termination

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of all the Parties;
- (b) by the City and/or the CEDC, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by the City or the CEDC, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City or the CEDC, if the Developer suffers an event of Bankruptcy or Insolvency;
- (e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (f) by the City and/or CEDC immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;
- (g) by the City and/or CEDC, if any applicable building permits required for the Facility or the Facility Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC and such default is not cured by Developer within thirty (30) days after written notice thereof; or
- (h) by the City and/or CEDC immediately upon the filing by Developer of any lawsuit against the City or CEDC.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City and/or the CEDC may, at their option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the CEDC from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City and/or the CEDC has been reduced to judgment by a court. If the City and/or the CEDC exercise this right of offset, the City and/or the CEDC (as applicable) shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City and/or the CEDC, and (iii) what other debts were paid and in what amounts.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Developer to receive the CEDC Grant or receive reimbursements for Water and Sewer Costs shall be personal to the Developer and shall not transfer to the Developer's successors and

assigns unless expressly agreed to in writing signed by both the Parties and such successor/assignee.

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

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/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 hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: City Manager
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009

If intended for CEDC, to:

Attn: Executive Director
Celina Economic Development
Corporation
104 N. Colorado Street
Celina, Texas 75009

If intended for Developer, to:

Attn: Caleb Lavey
Celina Corner Bros, LLC
12400 Preston Road, Suite 100
Frisco, Texas 75033

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 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.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the CEDC Grant herein and any other funds received by the Developer from the City and/or the CEDC as of the date of

such violation within 120 days after the date the Developer is notified by the City and/or the CEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Developer or by a person or entity with whom the Developer contracts.

EXECUTED on this _____ day of _____, 2019.

Signature page follows

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

CELINA ECONOMIC DEVELOPMENT CORP.

By: _____
_____, President

CELINA CORNER BROS, LLC

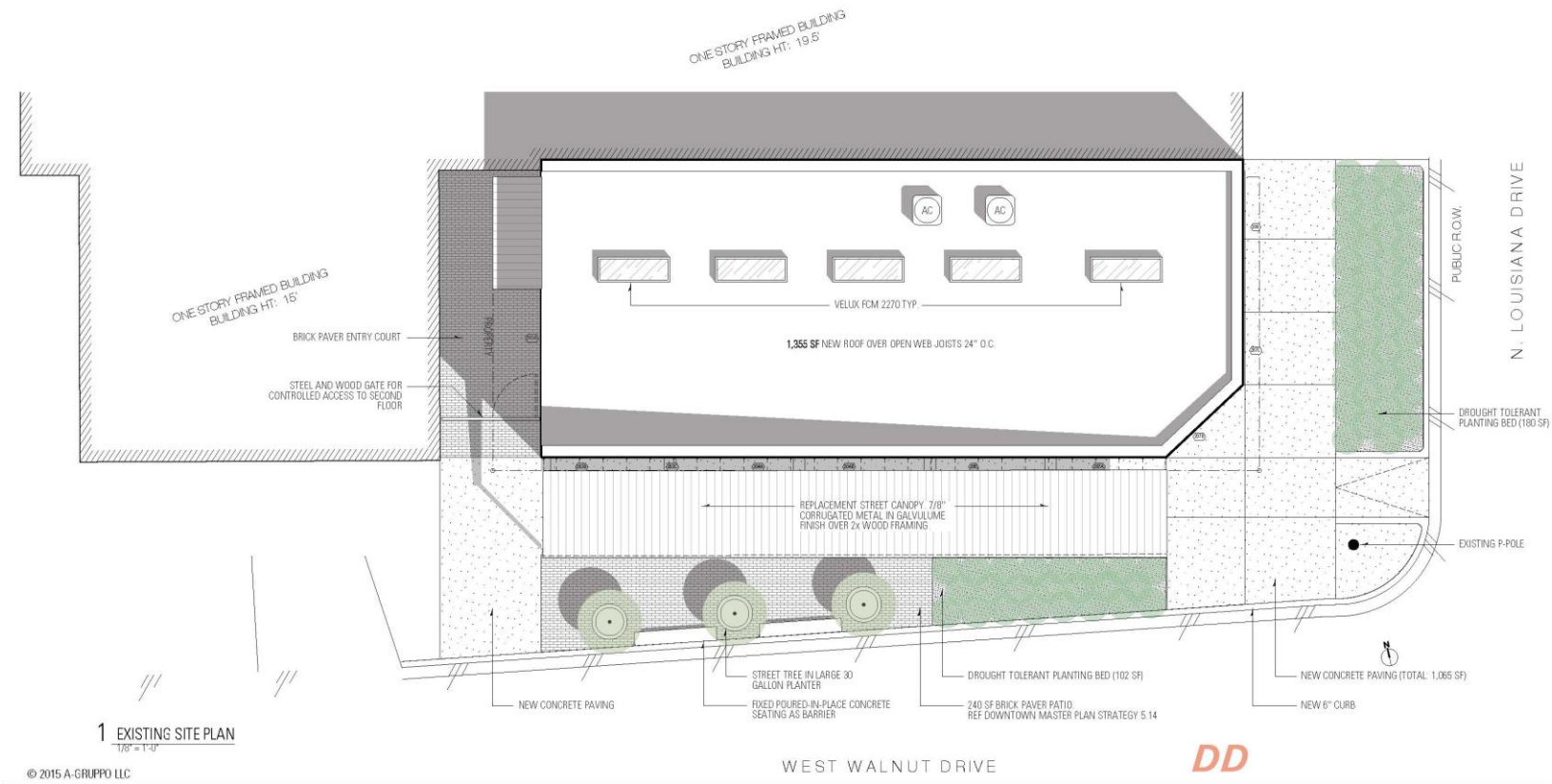
By: _____
Caleb Lavey, Member

**EXHIBIT “A”
Property Description**

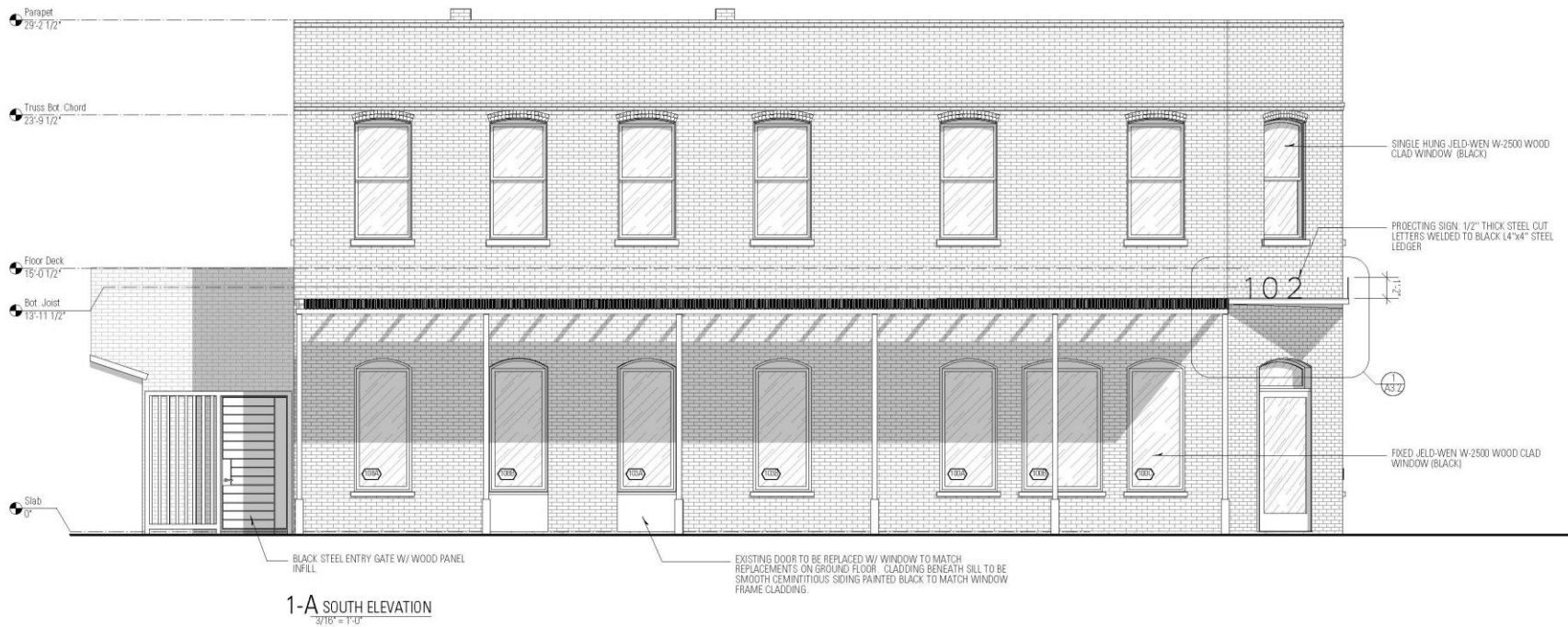
**Celina Original Donation (CCL),
Block 14, Lot 17 & 18
AD Property ID 2622213**

Attachment: Celina Corner Bros Incentive Agreement v2 (Economic Incentive Agreement for 102 Louisiana (old Hester's))

EXHIBIT “B”
CONCEPT PLAN



AGRUPPO architects www.agruppo.com CLIENT:	ARCHITECT: A-GRUPPO LLC TOLR #6R1659 San Marcos Office: Andrew Navone AIA TBAE #13196 t. 512.557.2140 e. andrew@agruppo.com 109 E. Hopkins St., Suite 208 San Marcos, TX 78666 Dallas Office: Thad Reeves AIA TBAE #21227 t. 214.316.6806 e. thad@agruppo.com 315 S. Cesar Chavez, Suite 110 Dallas, TX 75201	102 North Louisiana CELINA, T X.	ISSUE DATES: 6/10/19 Budget Pricing	PROJECT No. _____ Project ID _____ PROPOSED SITE PLAN	A2.0
			REVISIONS:		



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DD

AGRUPPO architects
www.agruppo.com

CLIENT:

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Dallas, TX 75201

102 North Louisiana
CELINA, T.X.

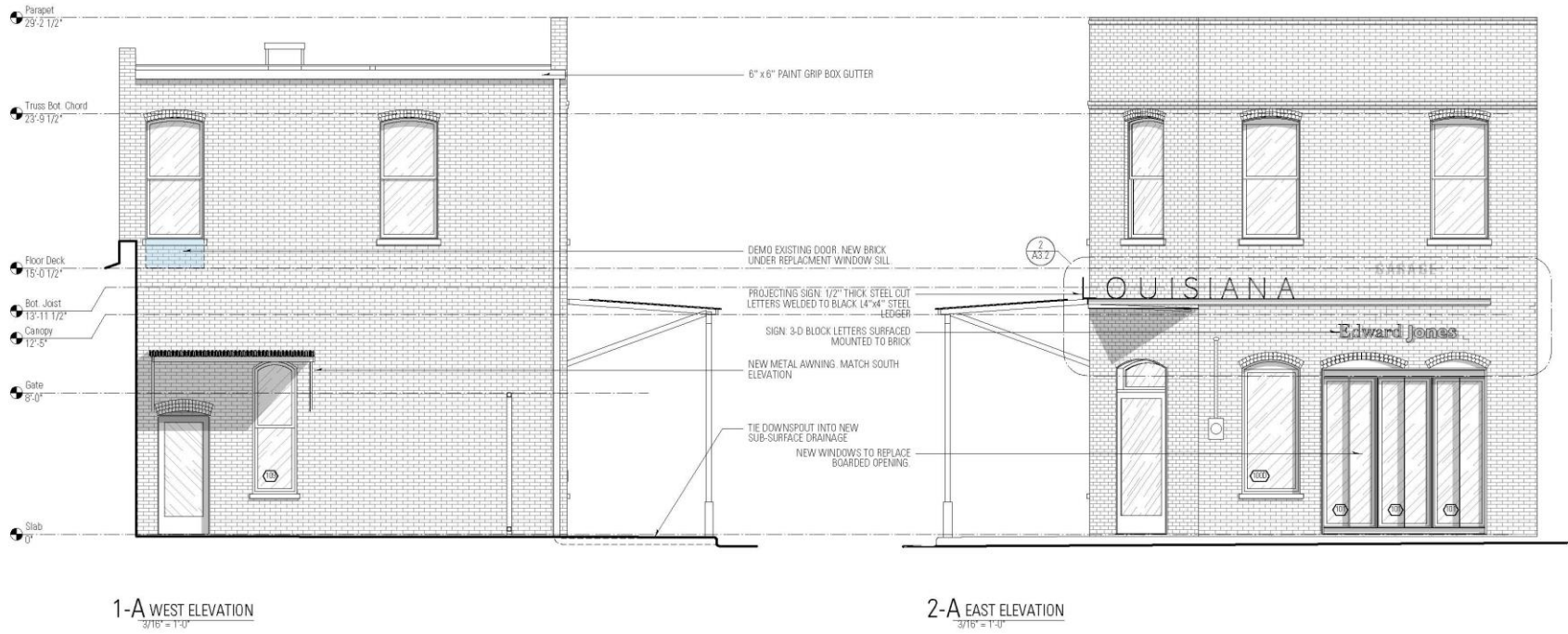
ISSUE DATES:
6/10/19

Budget Pricing

REVISIONS:

PROJECT No. _____ Project ID _____
EXT. ELEVATIONS A

A3.0



DD

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102 North Louisiana
CELINA, TX.

ISSUE DATES:
6/10/19

Budget Pricing

REVISIONS:

PROJECT No. _____ Project ID _____
EXT. ELEVATIONS A

A3.1



1 Building Sign Detail
3/8" = 1'-0"



2 Building Sign Detail
3/8" = 1'-0"



3 Canopy 'A' Schematic



4 Canopy 'B' Schematic

DD

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Dallas, TX 75201

102 North Louisiana
CELINA, T.X.

ISSUE DATES:
6/10/19

Budget Pricing

REVISIONS:

PROJECT No: _____ Project ID: _____
SIGN DETAILS

A3.2



ALTERNATE STREET CANOPY DD

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a: thad@agruppo.com
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Dallas, TX 75201

102 North Louisiana
CELINA, TX.

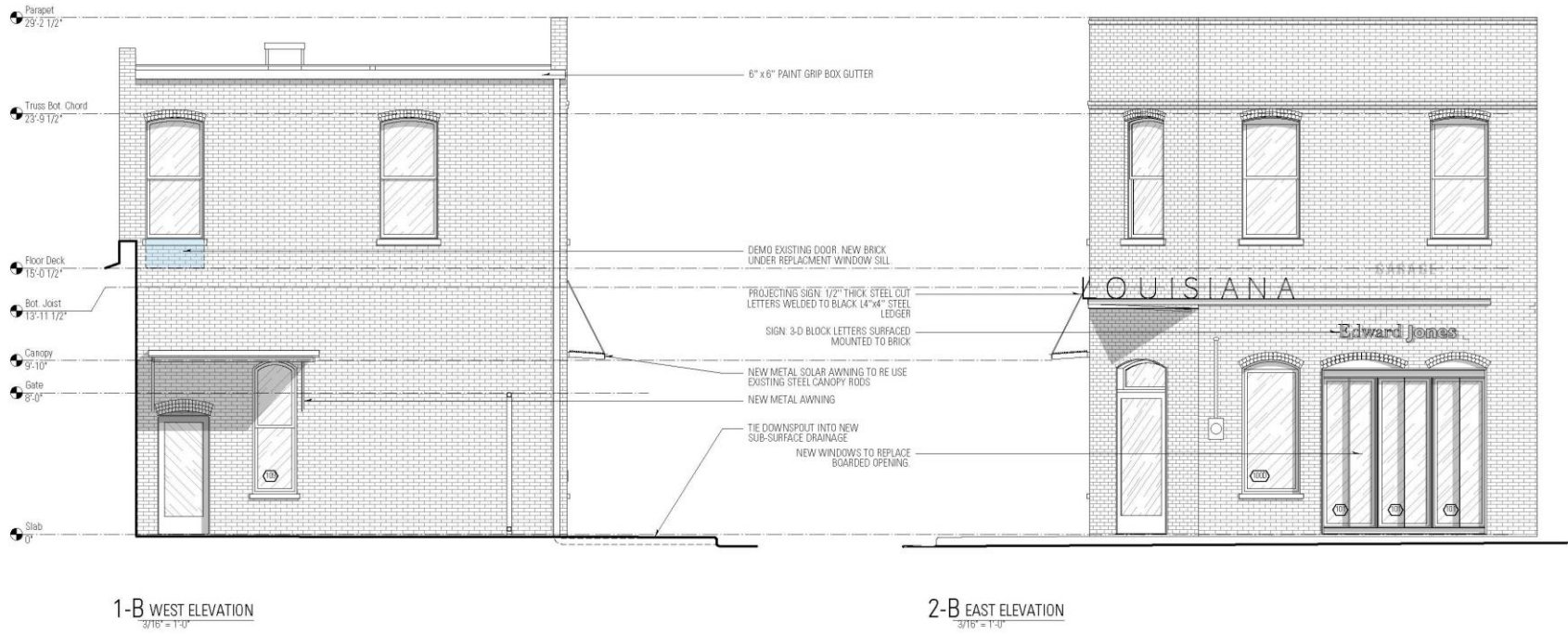
ISSUE DATES:
6/10/19

Budget Pricing

REVISIONS:

PROJECT No. _____ Project ID _____
EXT. ELEVATIONS B

A3.3



ALTERNATE STREET CANOPY

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Theresa Reeves AIA
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a: thara@agruppo.com
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Dallas, TX 75201

102 North Louisiana
CELINA, TX.

ISSUE DATES:
6/10/19

Budget Pricing

REVISIONS:

PROJECT No. _____ Project ID _____
EXT. ELEVATIONS B

A3.4



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: December 10, 2019
Re: Redi-Mix- Planned Development

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance 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 rezoning approximately 7 acres of land from Agricultural District (AG), to Planned Development (PD) with Industrial District (I) base zoning; generally located on the northwest corner of County Road 53 and the BNSF Railroad, within the City Limits. (Redi-Mix- Planned Development) (McAfee)

Applicant:

Masterplan
900 Jackson Street, Suite 640
Dallas, TX 75202

Background Information:

The subject property is currently zoned Agricultural District (AG). The applicant requests to rezone the property to a Planned Development (PD) with Industrial District (I) base zoning for a concrete batch plant. The batch plant is bordered on the north and east with other batch plants and would also be in accordance with the Future Comprehensive Plan (FLUP), which reserves the area for industrial related uses.

Board Review/Citizen Input:

At the November 19, 2019 Planning & Zoning Commission regular meeting, the Commission unanimously voted to recommend approval of the rezoning request.

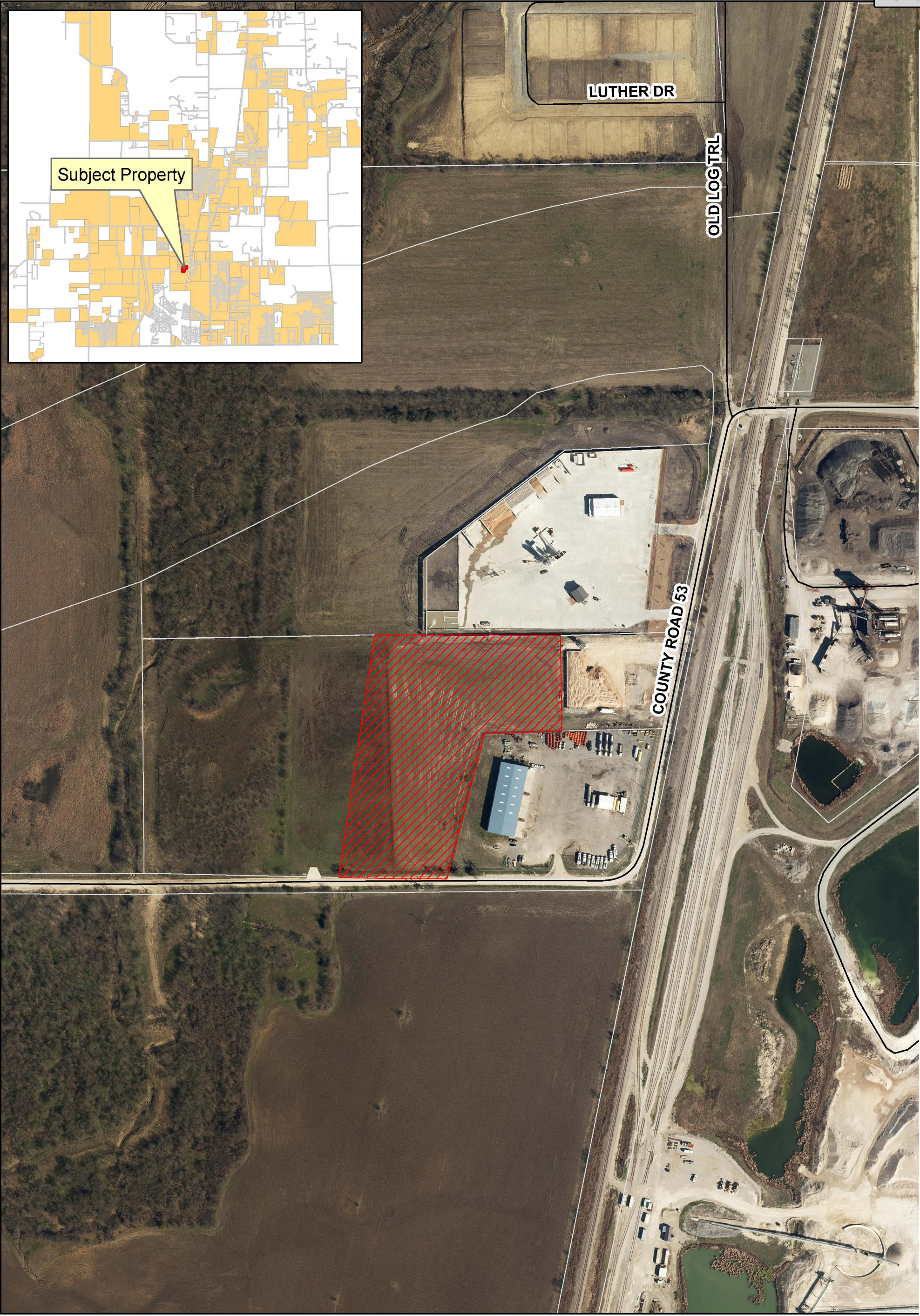
As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Staff Presentation
- Proposed Ordinance

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Redi-Mix- Planned Development)

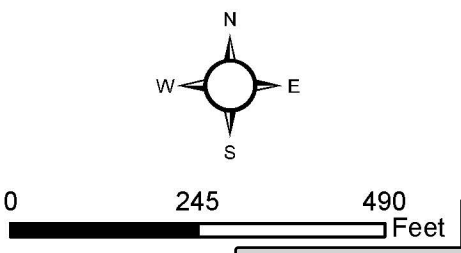


**Batch Plant
Location Map**

Date: 11/4/2019

Legend

- Roads
-  Batch Plant
-  Parcels



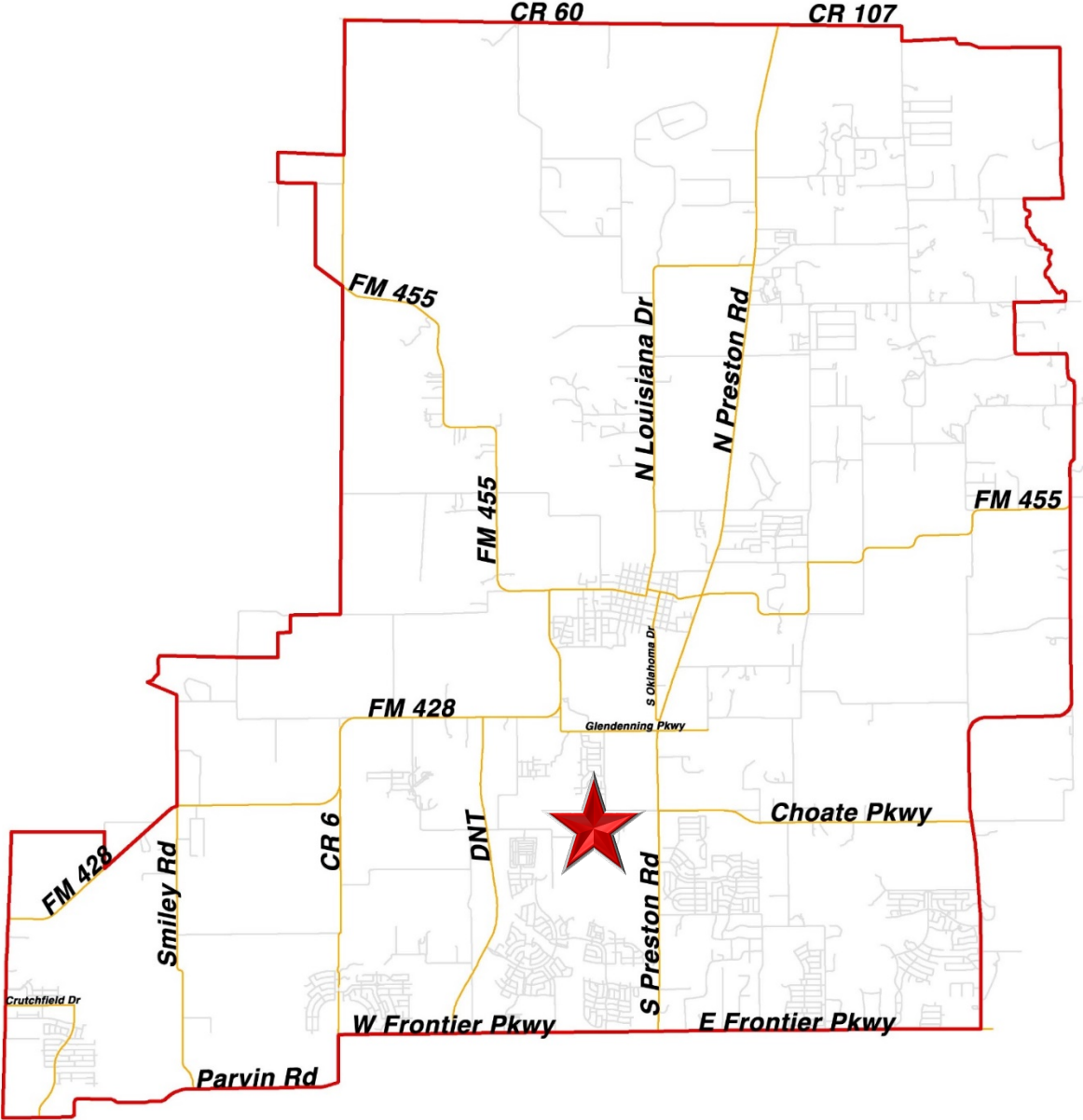
Redi-Mix

Planned Development

City Council

December 10, 2019

Attachment: Staff Presentation (Redi-Mix- Planned Development)



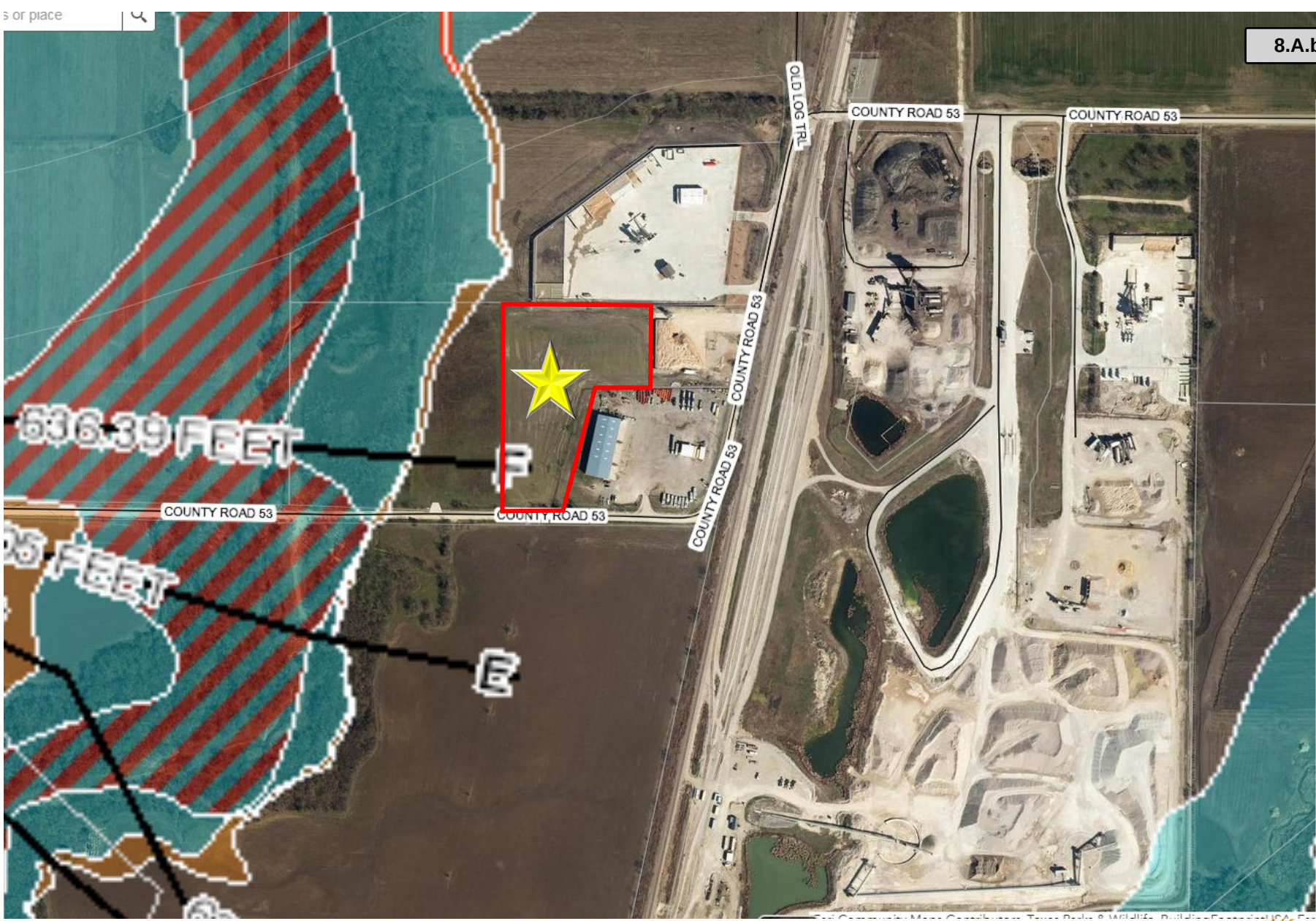


Location Map

The subject property is located on the northwest corner of County Road 53 and the BNSF Railroad

Background

- The property is approximately 7 acres and is currently zoned Agriculture district (AG)
- The applicant desires to develop a Concrete Batch Plant
- The project is bordered on the north and east with other batch plants and a floodplain on the west



Attachment: Staff Presentation (Redi-Mix- Planned Development)



Future Land Use Plan (FLUP)

The FLUP (orange) reserves the subject property and surrounding area for industrial related projects, such as a concrete batch plant.

Attachment: Staff Presentation (Redi-Mix- Planned Development)

Project Overview

- The project will be screened on CR 53 with a 20' landscape buffer with trees and a 12' solid masonry wall, similar to the large wall associated with Burnco
- The development would abide by all City ordinances, state regulations, and any other regulations

Policy Considerations

- The property is located west of the BNSF railroad, east of a floodplain, and is suited for industrial land uses
- The project is adjacent to several other existing batch plants
- The batch plant (Cow Town) operates in other DFW cities
- The development would contribute to the City's sales tax (projected \$100+ thousand annually)

P&Z Public Hearing

- No residents spoke during the public hearing.

Recommendation

- Notices were published in compliance with State and local law
- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its November 19th regular meeting
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2019-____
THE REDI-MIX BATCH PLANT
PLANNED DEVELOPMENT #99

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 6.5 ACRE TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 14 , ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED ON THE NORTHWEST CORNER OF COUNTY ROAD 53 AND THE BNSF RAILROAD, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 99; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT REGULATIONS; 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 Concept Plan and Development Regulations set forth in Exhibit “B” and Exhibit "C" 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. 99 on a certain tract of land described in in Exhibit “A”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein as PD No. 99, and incorporates the Concept Plan attached hereto as Exhibit “B”, and the Development Regulations attached hereto as Exhibit “C.”

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property 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 10th day of December, 2019.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Redi-Mix- Planned Development)

Exhibit A Legal Description

BEING a 6.50 acre tract of land situated in the Collin County School Land #14 Survey, Abstract No. 167, Collin County, Texas and being part of a called 9.993 acre tract of land conveyed to BUDDEN INVESTMENTS, LLC and recorded in Collin County File Clerk's No. 20181022001315800 and part of a called 11.071 acre tract of land to BWC PROPERTIES, LTD., as recorded in Collin County File Clerk's No. 20070213000200230 and being more particularly described as follows:

BEGINNING at a ½" iron rod found in the centerline of County Road No. 53 (a gravel road) said point being the southwest corner of said 9.993 acres and the southeast corner of a called 11.071 acre tract as conveyed to BWC PROPERTIES, LTD, as recorded in Collin County File Clerk's No. 20070213000200230;

THENCE North 89°29'10" West along said County Road and along the south line of said 11.071 acres, a distance of 152.00' to a ½" iron rod set for a corner;

THENCE North 08°23'01" East and passing at 25.00' a ½" iron rod set for a reference a total distance of 691.23' to a ½" iron rod set for a corner, said point being on the north line of said 11.071 acre tract;

THENCE South 89°19'05" East a distance of 42.35' to a ½" iron rod found for the northeast corner of said 11.071 acre tract, and said point being on the south line of a called 49.64 acre tract to Mitch Goldmiz as recorded in Volume 4250, Page 2347 of the Real Property Records of Collin County, Texas (R.P.R.C.C.T.);

THENCE South 89°26'34" East along the south line of said Goldmiz tract a distance of 481.73' to a ½" iron rod found for a corner, said point being the northwest corner of a tract of land conveyed to FIVE GUYS LAND HOLDINGS, LLC as recorded in Collin County File Clerk's No. 20180105000025070;

THENCE South 00°48'59" East along the west line of said FIVE GUYS tract a distance of 267.25' to a 1" square pipe found, said point being the southwest corner of said FIVE GUYS tract and said point being 0.50' north of an 8' tall chain link fence;

THENCE South 88°57'40" West running 0.50' north of an existing 8' tall chain link fence, a distance of 217.48' to a ½" iron rod set for a corner;

THENCE South 14°39'20" West running 0.50' west of an 8' tall chain link fence a distance of 398.98' to a ½" iron rod set as a reference and a total distance of 423.98' to a ½" iron rod set in the centerline of said County Road No. 53;

THENCE North 89°33'04" West along the centerline of said County Road No. 53, a distance of 151.94' to the POINT OF BEGINNING and containing 6.50 acres or 283,140 square feet of land.

Attachment: Draft Ordinance (Redi-Mix- Planned Development)

Exhibit B

Concept Plan

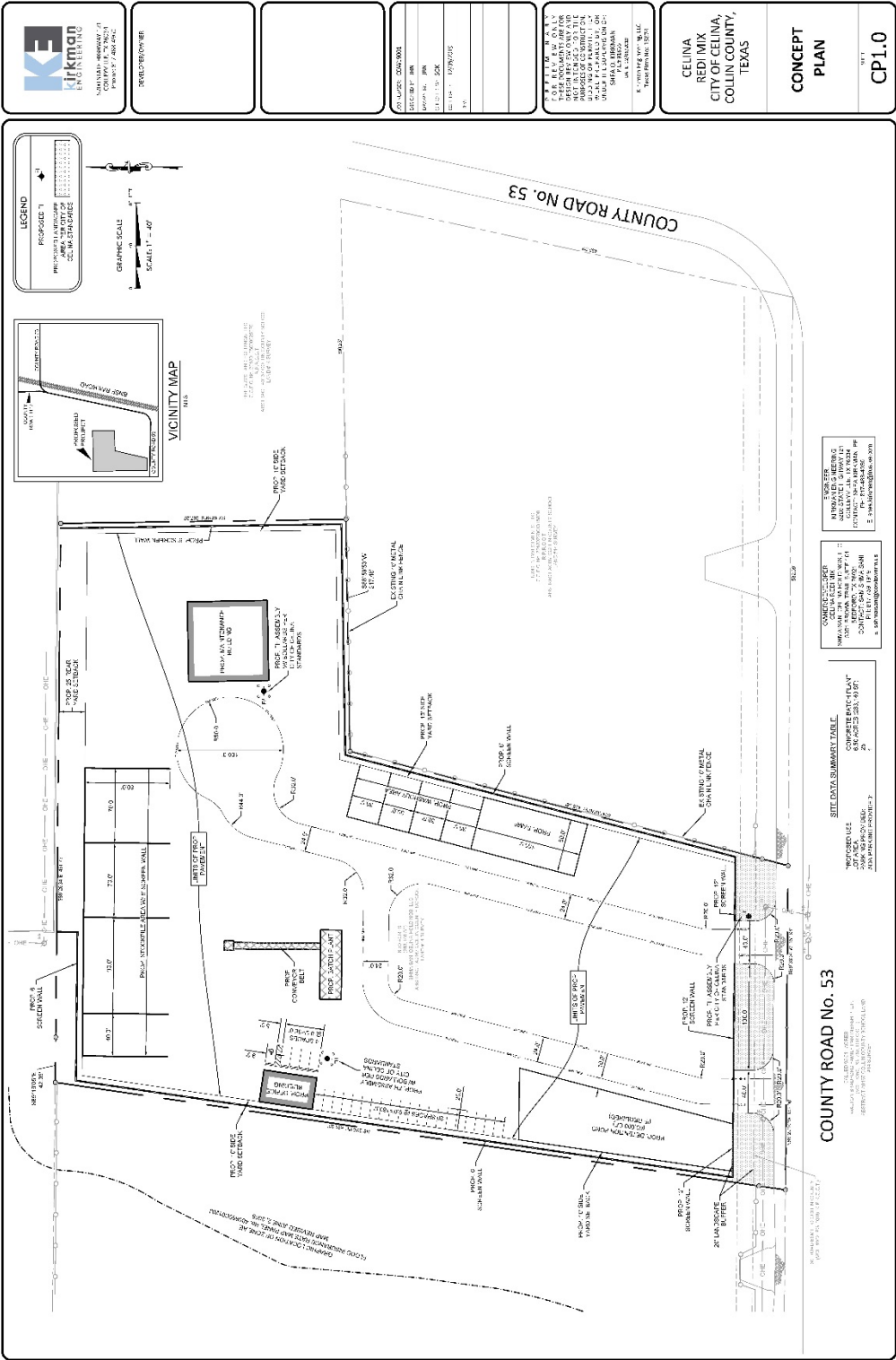


Exhibit C Development Regulations

District Zoning

The base zoning for the subject property shall be Industrial (I) district, and the following development standards shall apply to a proposed concrete batching plant operation. The Code of Ordinances shall apply for any matter not referenced within this Planned Development district.

Concept Plan

The subject property shall generally develop per the attached Concept Plan. Minor modifications may be administered by Staff in order to achieve the vision for the proposed concrete batching plant operation. However, the Concept Plan does not waive any other design standards, such as on-site detention, nor fire and building code compliance. In the event on-site detention is not required, or if the on-site requirement consumes a smaller area, the balance of property may be used for batching operations permitted under this article. In the event of a conflict between the Concept Plan and base City regulations or the text of this PD, the Concept Plan shall yield, subject to Staff interpretation.

Development Standards

1. The side yard and rear yard setback is 10 feet.
2. There is no minimum open space requirement.
3. The maximum impervious coverage is 95%.
4. The open storage regulation does not apply.

Landscaping

A 20' wide landscape buffer applies to the ultimate ROW line of CR 53, which shall also provide seven (7) evergreen, large canopy trees and seven (7) small ornamental trees with bubblers on each.

Screening

A 12' tall solid, masonry wall shall be installed along CR 53. Any gates shall be solid or decorative metal with a black "storm cloud" or comparable color (i.e. galvanized finishes not allowed). Other perimeter fencing is not required. Any additional fencing provided by the applicant shall be either split-face CMU walls, other block walls, or industrial grade steel fencing (e.g. Design Master type). Chain link, wood, and R-panels are not allowed. Back-to-back screening barriers with neighboring properties are also not allowed.

Architecture

The subject property is an architecturally, historically, and culturally significant tract of land and shall abide by the City's architectural standards, as may be amended.

Storage

Materials stored outside must be located in bins that are screened on three sides by 8' tall solid structure made of 2' x 2' x 6' concrete blocks.

Performance

1. The hours of operation are comparable to the adjacent batch plants.
2. All on-site lighting shall be properly shielded.
3. No overhead utilities are allowed.
4. The onsite storage of materials shall not exceed 45 feet in height.
5. All permanent roads inside the plant must be paved, watered, and swept to eliminate visible dust emissions.

6. Spillage of materials must be cleaned up and contained or dampened within 30 minutes so that emissions from wind erosion and vehicle traffic are minimized.
7. Emissions from a dust collector must be vented to a fabric filter baghouse. The baghouse must be installed in accordance with the manufacturer's specifications and operated properly. No visible fugitive emissions may leave the site.
8. If any of the above conflict the Code of Ordinances, State regulations, or any other regulations, the stricter of the regulations shall apply.
9. A valid certificate of occupancy is conditional upon continued compliance with the Texas Commission on Environmental Quality, Federal Emergency Management Administration, and all other governmental agencies.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: December 10, 2019
 Re: Gateway Downtown Celina - Planned Development

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance 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 rezoning approximately 12 acres of land from Agricultural District (AG), to Planned Development (PD) with Multi-Family Urban Edge District (MF-2) base zoning; generally located west of Oklahoma Drive and 2,000 feet north of Glendenning Parkway, within the City Limits. (Gateway Downtown Celina - Planned Development) (McAfee)

Owner:

Facultas Group LLC
 2504 Loftsmoor Ln
 Plano, TX 75025

Background Information:

The applicant is requesting to rezone the subject property from Agricultural District (AG) to Planned Development (PD) with Multi-Family Urban Edge District (MF-2) base zoning. The developer is proposing an urban edge multi-family use with interior parking. This project is in direct alignment with the vision of the Downtown Master Plan to provide housing within a five-minute drive of the downtown urban core. This project also functions as an attractive southern gateway into the downtown.

Board Review/Citizen Input:

At the November 19, 2019 Planning & Zoning Commission regular meeting, the Commission unanimously voted to recommend approval of the rezoning request.

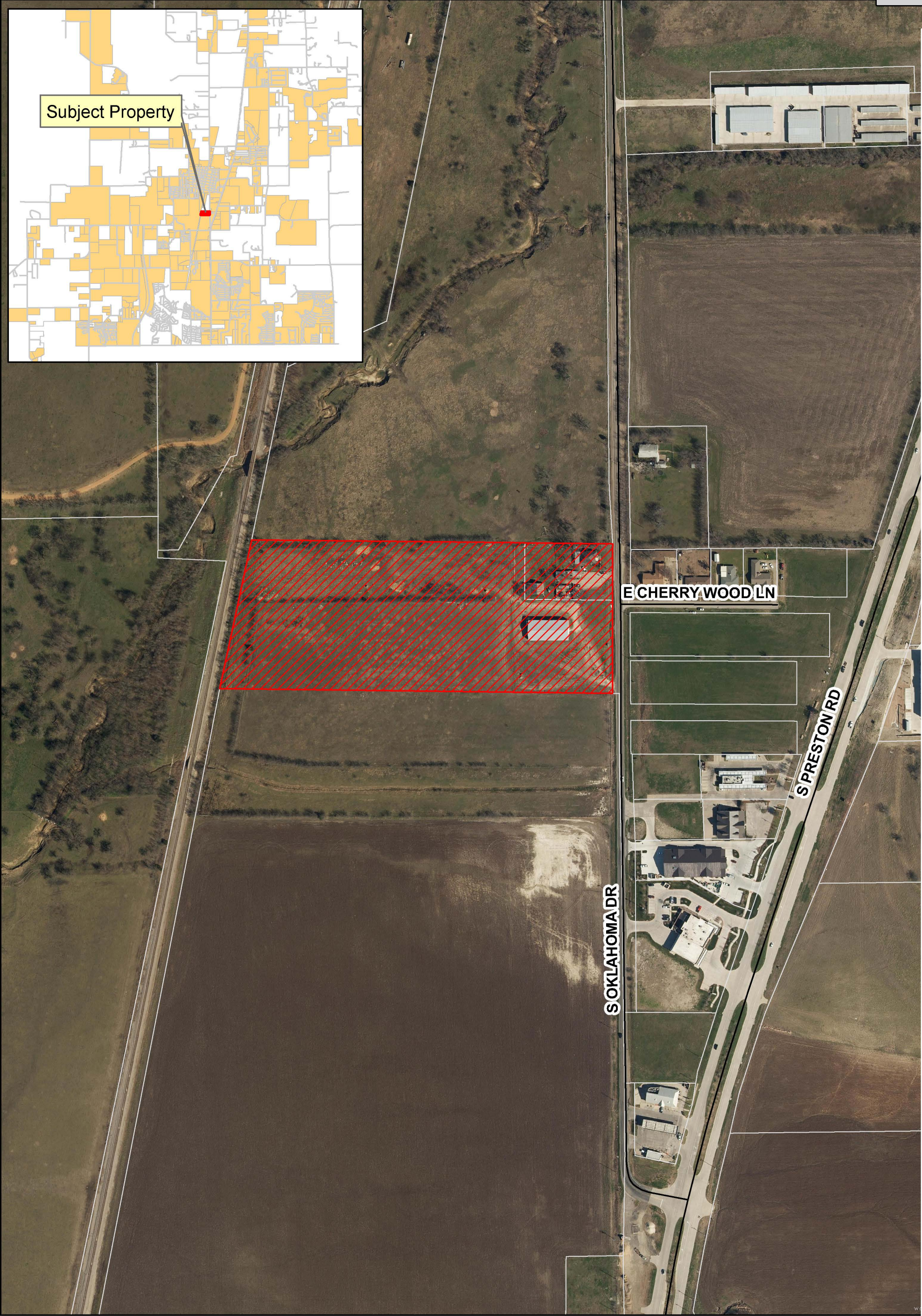
As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Staff Presentation
- Proposed Ordinance

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Gateway Downtown Celina - Planned Development)

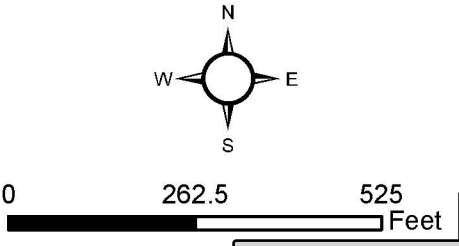


Gateway South Location Map

Date: 11/4/2019

Legend

- Roads
-  Gateway
-  Parcels



0 262.5 525 Feet

Packet Pg. 205

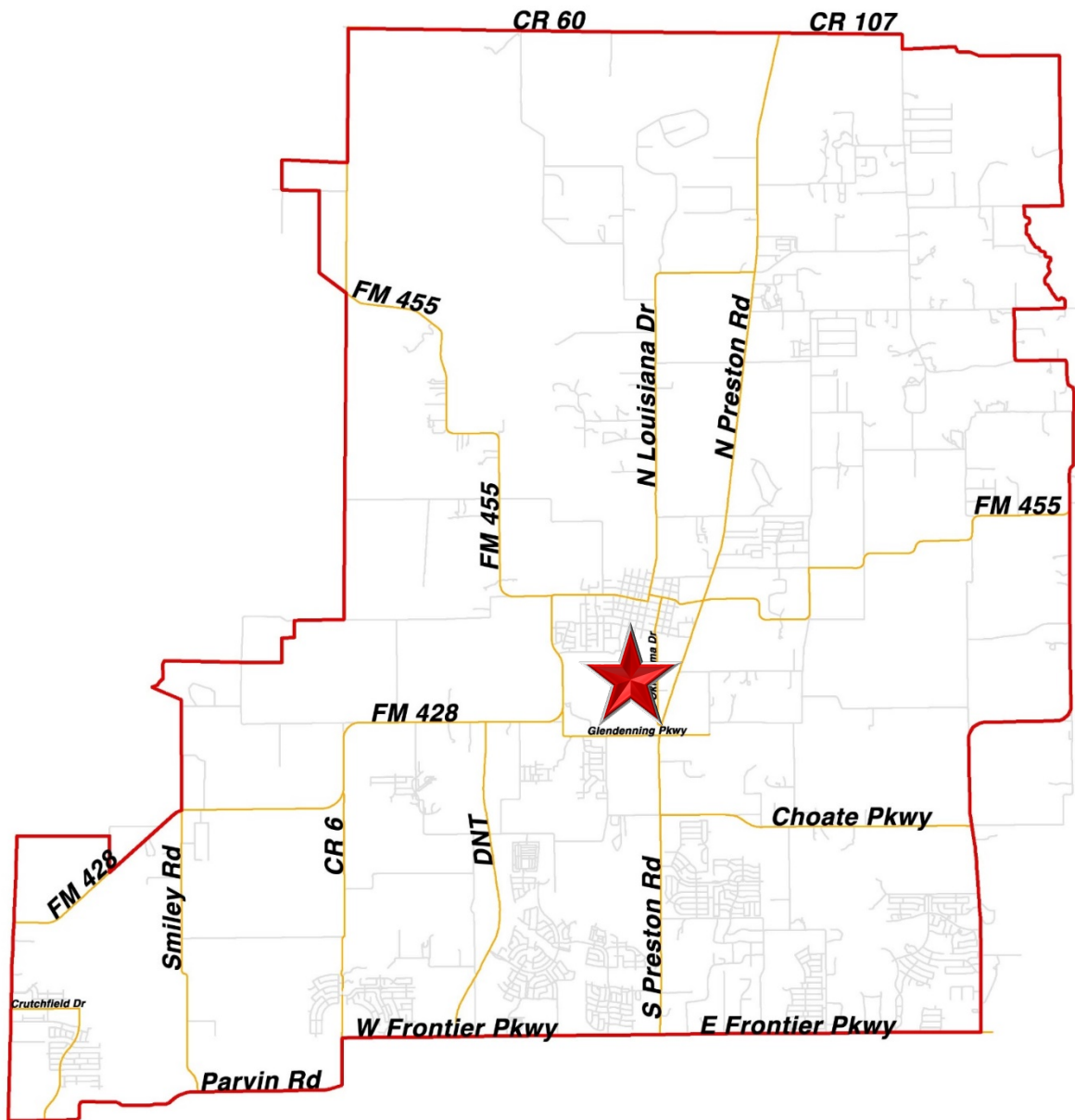
Gateway South

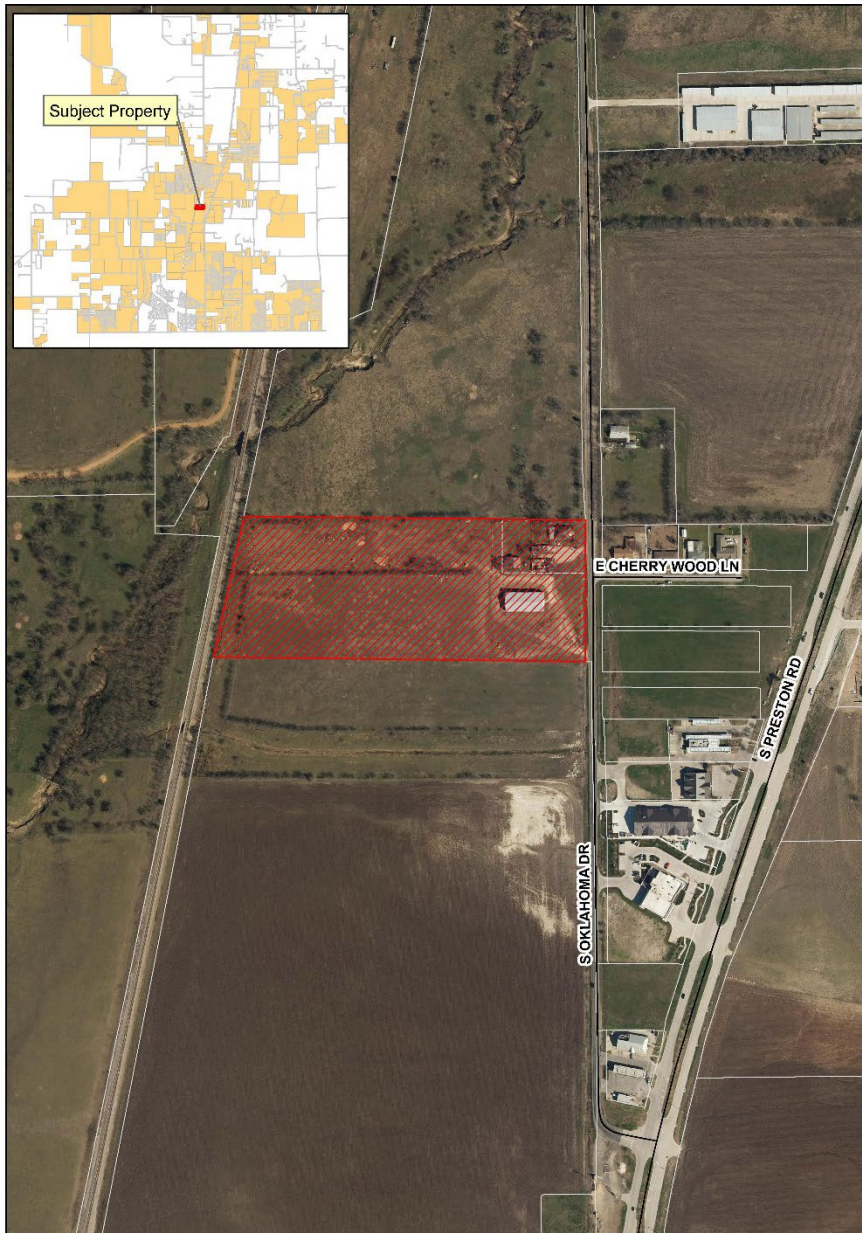
Planned Development

City Council

December 10, 2019







Location Map

The subject property is located west of Oklahoma Drive, east of BNSF, and approximately 2,000 feet north of Glendenning Parkway

Background

- The property is approximately 12 acres and is currently zoned Agriculture (AG) district
- The applicant desires to develop an urban edge multi-family product
- The project is in alignment with the urban character envisioned in the Downtown Master Plan and functions as a southern gateway into downtown

Concept Plan

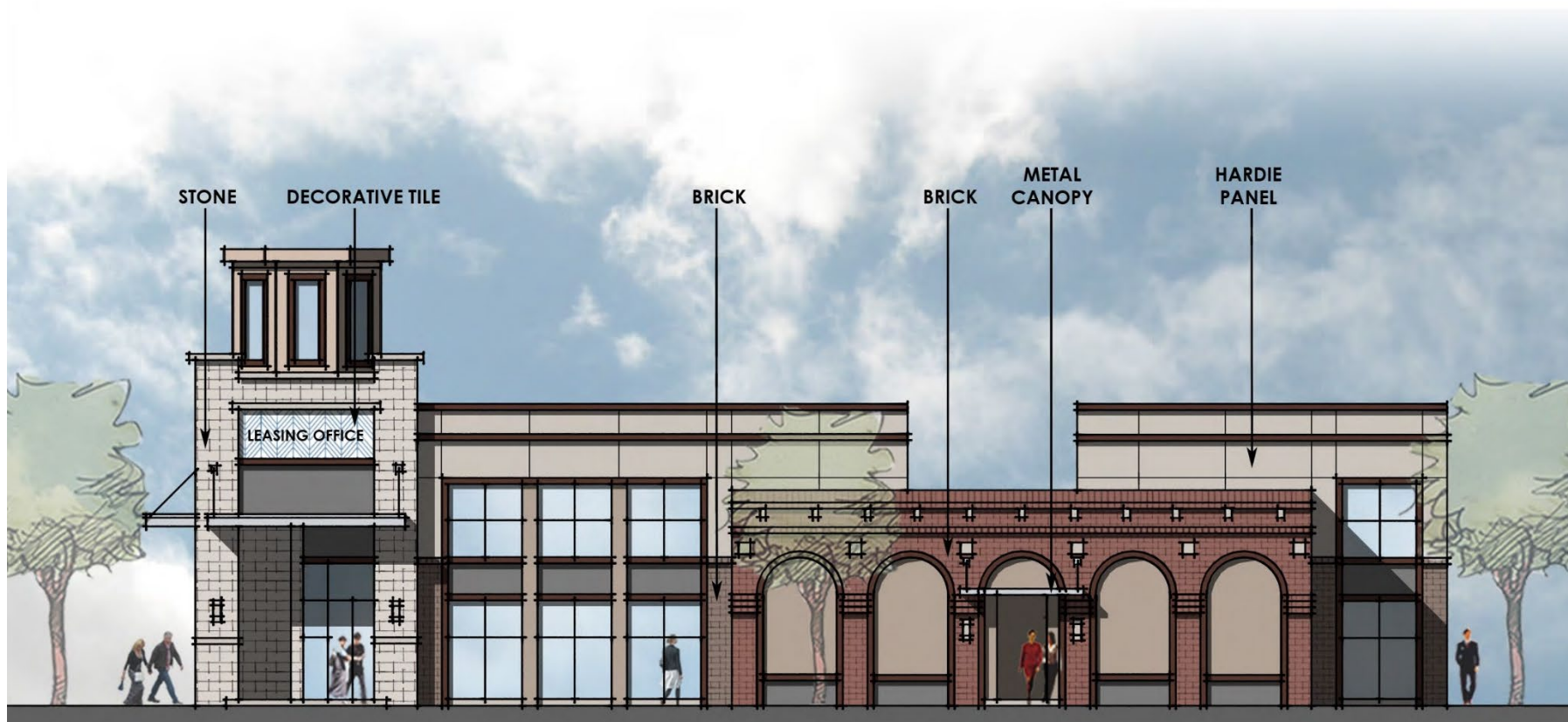


Conceptual Elevation



Attachment: Staff Presentation (Gateway Downtown Celina - Planned Development)

Conceptual Elevation



Attachment: Staff Presentation (Gateway Downtown Celina - Planned Development)

Project Overview

- Maximum 275 units & 3-stories
- Building pushed closer to the street with interior parking to create a more urban edge when entering downtown
- Per the Master Trails Plan, a 12' wide concrete trail along the tracks
- Plans include a leasing office, pool, and other amenities

Design Standards

- 30' landscape buffer along Oklahoma Drive
- Parking located on the interior of the site
- 12' concrete trail along the tracks
- 3-BR units limited to a maximum of 10%
- 4-BR units prohibited
- Amenity package required within PD

Policy Considerations

- The project conforms to the vision outlined in the [Downtown Master Plan](#)
- Additional units will help support the vision for downtown retail and restaurants
- Functions as an attractive southern gateway into downtown
- It is designed to be expanded in the future as the Silos area continues to evolve to the north
- The area south of Ash Street, between Oklahoma and the tracks is envisioned as mixed use

8.B.b



P&Z Public Hearing

- One resident spoke during the public hearing, citing concerns about tornados in Texas and building codes. He did not voice an objection to the proposed project.

Recommendation

- Notices were published in compliance with State and local law
- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its November 19th regular meeting
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2019-____
GATEWAY SOUTH MULTI-FAMILY
PLANNED DEVELOPMENT #100

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 12 ACRE TRACT OF LAND LOCATED IN THE BBB & C RR CO SURVEY, ABSTRACT NO. 132, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF OKLAHOMA DRIVE AND 2,000 FEET NORTH OF GLENDENNING PARKWAY, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 100; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT REGULATIONS; 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 Concept Plan, Renderings, and Development Regulations set forth in Exhibit "B", 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. 100 on a certain tract of land described in in Exhibit “A”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein as PD No. 100, and incorporates the Concept Plan attached hereto as Exhibit “B”, Renderings attached hereto as Exhibit “C”, and the Development Regulations attached hereto as Exhibit “D.”

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property 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.

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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.

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SECTION 12 **ENGROSSMENT AND ENROLLMENT**

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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 10th day of December, 2019.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Gateway Downtown Celina - Planned Development)

Exhibit A Legal Description

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Buffalo Bayou, Brazos and Colorado (BBB&C) Railroad Company Survey, Abstract No. 132, being all of a called 1.030 acre tract of land described as tract 1 in an Assumption Warranty Deed to Facultas Group LLC, as recorded in Instrument No. 20130508000631320, Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being all of a called 10.706 acre tract of land described as tract 2, as recorded in said Instrument No. 20130508000631320, and being more particularly described as follows:

BEGINNING at a one-half inch iron rod with a yellow plastic cap stamped “RPLS 4613” found at the southwest corner of said 10.706 acre tract of land and the northwest corner of a called 64.543 acre tract of land described in a Special Warranty Deed to Willard Cattle Company, LTD., as recorded in Volume 5169, Page 299, Deed Records, Collin County, Texas (D.R.C.C.T.), said capped iron rod being in the east line of the St. Louis, San Francisco and Texas Railroad (100’ width right-of-way);

THENCE North 11 degrees 21 minutes 05 seconds East, a distance of 458.95 feet along the west line of said 10.706 acre tract of land and the east line of said railroad right-of-way to a one-half inch iron rod with a yellow plastic cap stamped “RPLS 4613” found at the northwest corner of said 10.706 acre tract of land and the southwest corner of a called 34.815 acre tract of land described as Tract 2 in a Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20090224000202330, O.P.R.C.C.T.;

THENCE North 89 degrees 25 minutes 51 seconds East, passing at a distance of 823.00 feet a one-half inch iron rod with a yellow plastic cap stamped “RPLS 4613” found at the northwest corner of said 1.030 acre tract of land, and continuing a total distance of 1,087.00 feet to a one-half inch iron rod with a yellow plastic cap stamped “Bohler Eng.” set for corner at the northeast corner of said 1.030 acre tract of land, said capped iron rod being in or near the centerline of South Oklahoma Drive, from which a one-half inch iron rod bears South 89 degrees 25 minutes 51 seconds West a distance of 13.52 feet;

THENCE South 00 degrees 49 minutes 21 seconds East, a distance of 451.39 feet along the centerline of said South Oklahoma Drive to a one-half inch iron rod with a yellow plastic cap stamped “Bohler Eng.” set for corner at the southeast corner of said 10.706 acre tract of land and the northeast corner of said 64.543 acre tract of land, from which a one-half inch iron rod bears South 69 degrees 38 minutes 15 seconds West a distance of 14.12 feet;

THENCE South 89 degrees 32 minutes 37 seconds West, a distance of 1,183.80 feet along the south line of said 10.706 acre tract of land and the north line of said 64.543 acre tract of land to the POINT OF BEGINNING and containing 511,230 square feet or 11.736 acres tract of land.

Exhibit B

Concept Plan



Exhibit C Renderings



Exhibit C
Renderings

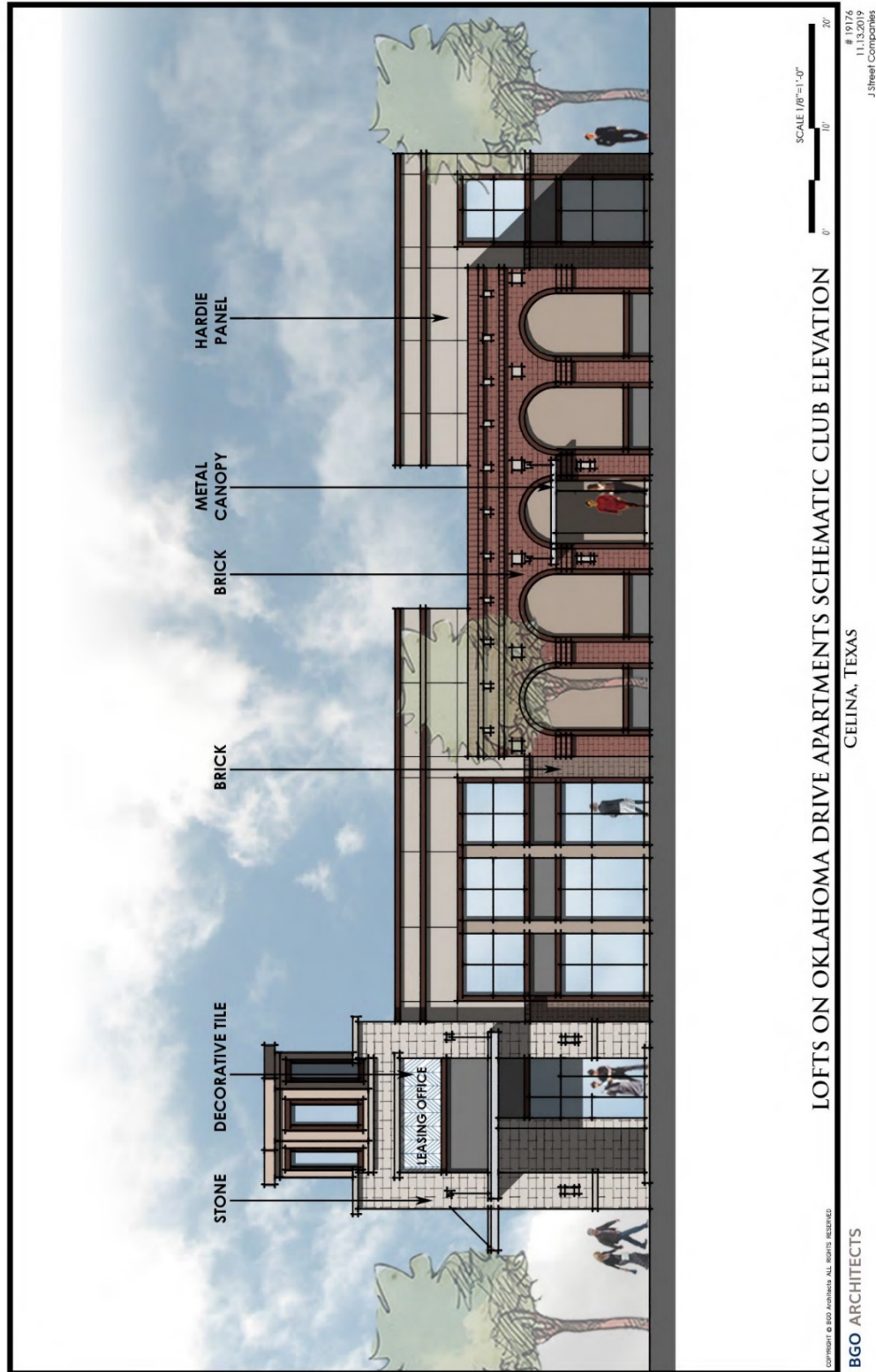


Exhibit D Development Regulations

PROJECT OVERVIEW

This Planned Development contemplates a multifamily development south of downtown and west of Oklahoma Drive intended to provide housing options close to downtown and to function as a southern gateway into downtown. The base zoning shall be Multi-Family District, Urban Edge (MF-2).

CONCEPT PLAN

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of buildings, parking lots, and other site layout features, all of which can be adjusted for pragmatic purposes at time of permitting, and such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services.

ARCHITECTURE

The subject property is an architecturally, historically, and culturally significant tract of land that serves as a gateway into the Celina Historic Downtown and shall abide by the City's architectural standards, as may be amended. The attached building elevation displays the desired architectural theme for the project.

DESIGN STANDARDS

1. The density for this project shall be a maximum 275 units.
2. The maximum height allowed on the subject property shall be 3 stories.
3. No perimeter fencing/walls/gates is allowed for the project.
4. A 30' landscape buffer shall be provided along Oklahoma Drive, and the other 3 perimeters shall provide a minimum 10' wide landscape buffer.
5. Perimeter and ROW trees shall be provided per the Zoning Ordinance, except that along the railroad tracks an Eastern Red Cedar shall be provided every 20'.
6. Parking shall be provided per the base Zoning Ordinance.
7. The overall number of three-bedroom units shall be limited to a maximum of 10% of the overall number of dwelling units.
8. Four bedroom apartments or more are prohibited.

CONNECTIVITY

1. 10' wide sidewalks are required along S Oklahoma drive, with appropriate lighting to illuminate the sidewalks and drive entrances for safety purposes.
2. Interior pedestrian connections, including paved walkways connecting the front door of each ground floor unit to a parking area, shall be provided.

3. A minimum 12 foot wide concrete trail is required along the western area of the property, along the railroad tracks, which is a segment of the Railroad Spine Trail referenced in the Trails Master Plan. This path shall also be sufficiently illuminated.
4. Cross access to the north and south must be provided.

AMENITIES

1. Amenities shall include a pool/spa, indoor fitness, dog park, playground, sports court (tennis, basketball, volleyball, or comparable), and installations that promote gathering areas (benches, tables, fire pits, pergola, yard games, corn hole, horseshoes, etc.).



Life Connected.

Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Tony Griggs, Chief
 Date: December 10, 2019
 Re: 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.

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 370.002 requires the governing body of a municipality to review, conduct public hearings, and abolish, continue, or modify a curfew ordinance. Existing ordinance expires on December 13, 2019.

Board Review/Citizen Input:

Public Hearings

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Review for form.

Supporting Documents:

Attached three year review of ordinance enforcement and Article 8.02 Minors.

Staff Recommendation:

Continue the Curfew Ordinance

ARTICLE 8.02 MINORS

Division 1. Generally

Secs. 8.02.001–8.02.030 Reserved

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 [of any bodily member or organ.]

**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.

(Ordinance 2013-38 adopted 12/10/13)



CELINA POLICE DEPARTMENT

Curfew Ordinance Review

2017 – 2019

Analysis and Review of the Curfew Ordinance:

- January 1, 2017 – September 30, 2019, the Celina Police Department issued **8-citations** for violation of the curfew ordinance.
 - 6-citations were forwarded to the municipal court and 2-citations were warnings.
 - 5-citations/warnings were issued between 12:00 a.m. and 3:00 a.m.
 - 3-citations/warnings were issued between 11:00 p.m. and 12:00 a.m.
- The curfew ordinance is utilized when necessary to ensure the safety and wellbeing of minors within the Celina community. Officers may refer to the curfew ordinance to gain compliance without issuing a citation.
- During the reporting period of this review, the Celina Police Department has not received any concerns or complaints from citizens in reference to the Curfew Ordinance.
- The Curfew Ordinance was adopted by Light Farms (MUD) and is applicable to that community.
- The Curfew Ordinance contains adequate defenses to prosecution to avoid excessive curtailment of appropriate activities engaged in by minors.



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Director of Administrative Services
 CC: Jason Laumer, City Manager
 Date: December 10, 2019
 Re: Mustang Lakes Phase 3 PID Levy 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 accepting and approving a final The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan – Updated for Phase #3, Including the Phase #3 assessment roll; making a finding of special benefit to property within Phase #3; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #3 assessed property in accordance with Chapter 372 Texas Local Government Code, as amended. (Mustang Lakes PID Phase #3) (DeBuff)

Background Information:

This public hearing and ordinance accepts and approves an updated Service and Assessment Plan for Phase #3 of Mustang Lakes, and subsequently levying special assessments for the PID.

Board Review/Citizen Input:

This item includes a public hearing.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This ordinance has been reviewed by the City Attorney.

Supporting Documents:

- Proposed bond ordinance

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2019-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A FINAL THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN – UPDATED FOR PHASE #3, INCLUDING THE PHASE #3 ASSESSMENT ROLL; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY WITHIN PHASE #3; LEVYING SPECIAL ASSESSMENTS AGAINST SUCH PROPERTY AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS LEVIED AGAINST PHASE #3 ASSESSED PROPERTY IN ACCORDANCE WITH CHAPTER 372 TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “**Act**”) authorizes the governing body (the “**City Council**”) of the City of Celina, Texas (the “**City**”), to create a public improvement district; and

WHEREAS, on January 24, 2008, a petition was submitted and filed with the City Secretary of the City (the “**City Secretary**”) requesting the creation of a public improvement district in the City pursuant to the Act; 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 held a public hearing in the manner required by law on the advisability of the public improvements described in the petition as required by the Act and after closing such public hearing, the City Council approved Resolution No. 2008-06R (the “**Authorization Resolution**”), authorizing, establishing and creating The Lakes at Mustang Ranch Public Improvement District (the “**District**”); and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, the District is located entirely within the corporate limits of the City; and

WHEREAS, the City authorized the creation of the District and the issuance of up to \$111,000,000 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the “**Authorized Improvements**”); and

WHEREAS, the City has issued \$9,000,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phase #1 Project) (the “**Phase #1 Bonds**”) that are secured by Assessments levied on Phase #1 Assessed Property (as defined in the Service and Assessment Plan Update described below); and

WHEREAS, the City has issued \$13,150,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phases #2-9 Major Improvement Project) (the “**Major Improvement Bonds**”) that are secured by Assessments levied on Phases #2-9 Assessed Property (as defined in the Service and Assessment Plan Update described below); and

WHEREAS, on December 13, 2016, the City Council levied Assessments on the Phase #2 Assessed Property (as defined in the Service and Assessment Plan Update described below) for the purpose of financing the Phase #2 Improvements for the benefit of the Phase #2 Assessed Property (as defined in the Service and Assessment Plan Update described below);

WHEREAS, on November 12, 2019, the City Council adopted a resolution approving a preliminary *The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan Updated for Phase #3*, including a proposed assessment roll for Phase #3; calling for a public hearing to consider an ordinance levying assessments (the “**Phase #3 Assessments**”) on the property within Phase #3 of the District (the “**Phase #3 Assessed Property**”) benefitted by the Authorized Improvements to be constructed solely for the benefit of the Phase #3 Assessed Property (the “**Phase #3 Improvements**”); authorizing and directing the City Secretary of the City to file the proposed assessment roll for Phase #3 and make such roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Phase #3 Assessments against the benefitted property within Phase #3 of the District (the “**Levy and Assessment Hearing**”); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on November 13, 2019, the City Secretary filed the Phase #3 Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on November 15, 2019 in *The Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Phase #3 Assessments; and

WHEREAS, the City Council convened the Levy and Assessment Hearing on December 10, 2019, 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 #3 Assessment Roll (defined below), and the proposed Phase #3 Assessments against the Phase #3 Assessed Property, and to offer testimony pertinent to any issue presented on the amount of the Phase #3 Assessments, the allocation of the Actual Costs of the Phase #3 Improvements to be undertaken for the benefit of the Phase #3 Assessed Property, the purposes of the Phase #3 Assessments to be levied against the Phase #3 Assessed Property, the special benefits of the Phase #3 Improvements to the Phase #3 Assessed Property, and the penalties and interest on annual installments and on delinquent annual installments of the Phase #3 Assessments; and

WHEREAS, the City Council finds and determines that the Phase #3 Assessment Roll (defined below) and *The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan – Updated for Phase #3*, dated December 10, 2019 in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Manager and the City’s land use attorney (as the same may be amended and updated, the “**Service and Assessment Plan Update**”), and which is incorporated herein for all purposes, should be approved and that the Phase #3 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Phase #3 Assessment Roll attached thereto as Appendix I (the “**Phase #3 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 Update, the allocation of the Actual Costs (defined in the Service and Assessment Plan Update) of the Phase #3 Improvements, the Phase #3 Assessment Roll, and the levy of the Phase #3 Assessments against the Phase #3 Assessed Property; 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 Update.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Phase #3 Improvements (as reflected in the Service and Assessment Plan Update, and the Administrative Expenses set forth in such update) is fair and reasonable, reflects an accurate presentation of the special

benefit each assessed Parcel of Phase #3 Assessed Property within Phase #3 will receive from the construction of the Phase #3 Improvements identified in the Service and Assessment Plan Update, and is hereby approved;

(b) The Service and Assessment Plan Update covers a period of at least five years and defines the annual indebtedness and projected costs for the Authorized Improvements, including the Phase #3 Improvements to be constructed for the benefit of the Phase #3 Assessed Property;

(c) The Service and Assessment Plan Update apportions the Actual Costs of the Phase #3 Improvements benefitting the Phase #3 Assessed Property to be assessed against such property and such apportionment is made on the basis of special benefits accruing to the Phase #3 Assessed Property because of such Phase #3 Improvements;

(d) All of the real property in Phase #3 of the District which is being assessed in the amounts shown in the Phase #3 Assessment Roll will be benefited by the Phase #3 Improvements proposed to be constructed as described in the Service and Assessment Plan Update, and each assessed Parcel of Phase #3 Assessed Property will receive special benefits in each year equal to or greater than each annual Phase #3 Assessments against such property and will receive special benefits during the term of the Phase #3 Assessments against the Phase #3 Assessed Property equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Phase #3 Improvements benefitting the Phase #3 Assessed Property and Administrative Expenses set forth in the Service and Assessment Plan Update results in imposing equal shares of the Actual Costs of the Phase #3 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan Update 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 #3 Assessment Roll reflecting the Phase #3 Assessments levied against the Phase #3 Assessed Property should be approved as the Phase #3 Assessment Roll for the District;

(h) The provisions of the Service and Assessment Plan Update relating to due and delinquency dates for the Phase #3 Assessments, interest on Annual Installments, interest and penalties on delinquent Phase #3 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Phase #3 Assessments should be approved and will expedite collection of the Phase #3 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 Update is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the updated service plan and the updated assessment plan for the District.

Section 4. Phase #3 Assessment Roll.

The Phase #3 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Phase #3 Assessment Roll of the District.

Section 5. Levy and Payment of Phase #3 Assessments for Costs of the Phase #3 Improvements benefitting Phase #3 Assessed Property.

(a) The City Council hereby levies an assessment on each Parcel of property (excluding Non-Benefitted Property) located within Phase #3 of the District, as shown and described in the Service and Assessment Plan Update and the Phase #3 Assessment Roll, in the respective amounts shown on the Phase #3 Assessment Roll as a special assessment on the properties set forth in the Phase #3 Assessment Roll.

(b) The levy of the Phase #3 Assessments against the Phase #3 Assessed Property shall be effective on the date of execution of this Ordinance levying Phase #3 Assessments and strictly in accordance with the terms of the Service and Assessment Plan Update and the PID Act.

(c) The collection of the Phase #3 Assessments levied against the Phase #3 Assessed Property shall be as described in the Service and Assessment Plan Update and the PID Act.

(d) Each Phase #3 Assessment levied against the Phase #3 Assessed Property may be paid in a lump sum, in whole or in part, at any time without penalty or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan Update.

(e) Each Phase #3 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan Update.

(f) Each Annual Installment of Special Assessments shall be collected each year in the manner set forth in the Service and Assessment Plan Update.

(g) The Administrative Expenses for Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan Update.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Phase #3 Improvements and Administrative Expenses are set forth in the Service and Assessment Plan Update.

Section 7. Penalties and Interest on Delinquent Phase #3 Assessments.

Delinquent Phase #3 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan Update and as allowed by law.

Section 8. Prepayments of Phase #3 Assessments.

As provided in Section VI of the Service and Assessment Plan Update, the owner of any Phase #3 Assessed Property may prepay, in whole or in part, the Phase #3 Assessments levied by this Ordinance without penalty.

Section 9. Lien Priority.

The City Council and the landowners intend for the obligations, covenants and burdens on the landowners of Phase #3 Assessed Property, including without limitation such landowners' obligations related to payment of the Phase #3 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Phase #3 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the assessed parties, as the owners of Phase #3 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 #3 Assessments shall have lien priority as specified in the Service and Assessment Plan Update and the PID Act.

Section 10. 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 #3 Assessments against the Phase #3 Assessed Property by the City.

Section 11. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan Update, to be recorded in the real property records of Collin County.

Section 12. 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 13. Effective Date.

This Ordinance shall take effect, and the levy of the Phase #3 Assessments against the Phase #3 Assessed Property, and the provisions and terms of the Service and Assessment Plan Update shall be and become effective upon passage and execution hereof.

PASSED AND ADOPTED, this December 10, 2019.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

(City Seal)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2019 by Sean Terry and Vicki Faulkner, Mayor and Secretary, respectively, of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires:_____

N-1

Notarization of City Authorization

1260.010\85905.1

EXHIBIT A

Service and Assessment Plan Update

Attachment: LEGAL-#85905-v1-Celina Mustang Ranch PID 2019 Ph 3 -



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: December 10, 2019
 Re: Northside at Rollertown - Development Agreement

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon a development agreement, including the adoption of development regulations, for a mixed-use development on approximately 131 acres of land; generally located on the northeast corner of the BNSF Railroad and Malone Street, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Northside at Rollertown - Development Agreement) (McAfee)

Applicant:

Kimley-Horn & Associates, Inc.
 6160 Warren Parkway, Suite 210
 Frisco, TX 75034

Background Information:

The property is generally located east of the BNSF Railroad and north of Malone Street, generally north of downtown. The proposed Development Agreement establishes the responsibilities and obligations of both the developer and City for the proposed mixed-use development.

The property is approximately 131 acres, and is located both within the City Limits and the Extraterritorial Jurisdiction (ETJ). The applicant is proposing to annex the associated tracts within the ETJ. The proposed mixed-use development consists of a variety of single-family lots (with minimum widths of 30', 40', and 45') and townhome lots (with minimum widths of 22'), totaling 500-600 units. Retail/commercial and multi-family uses are also proposed on the southern portion of the development. This development provides a variety of housing choices with the integration of retail/commercial, and directly correlates with the goals and strategies of the Downtown Master Plan to attract residential units within a 5-minute drive of the downtown core.

Board Review/Citizen Input:

At the November 19, 2019 Planning & Zoning Commission regular meeting, the Commission recommend approval of the revisions to the Development Agreement with a 6-1 vote. The dissenting vote cited safety fencing along the BNSF railroad as the primary concern, and not the project itself.

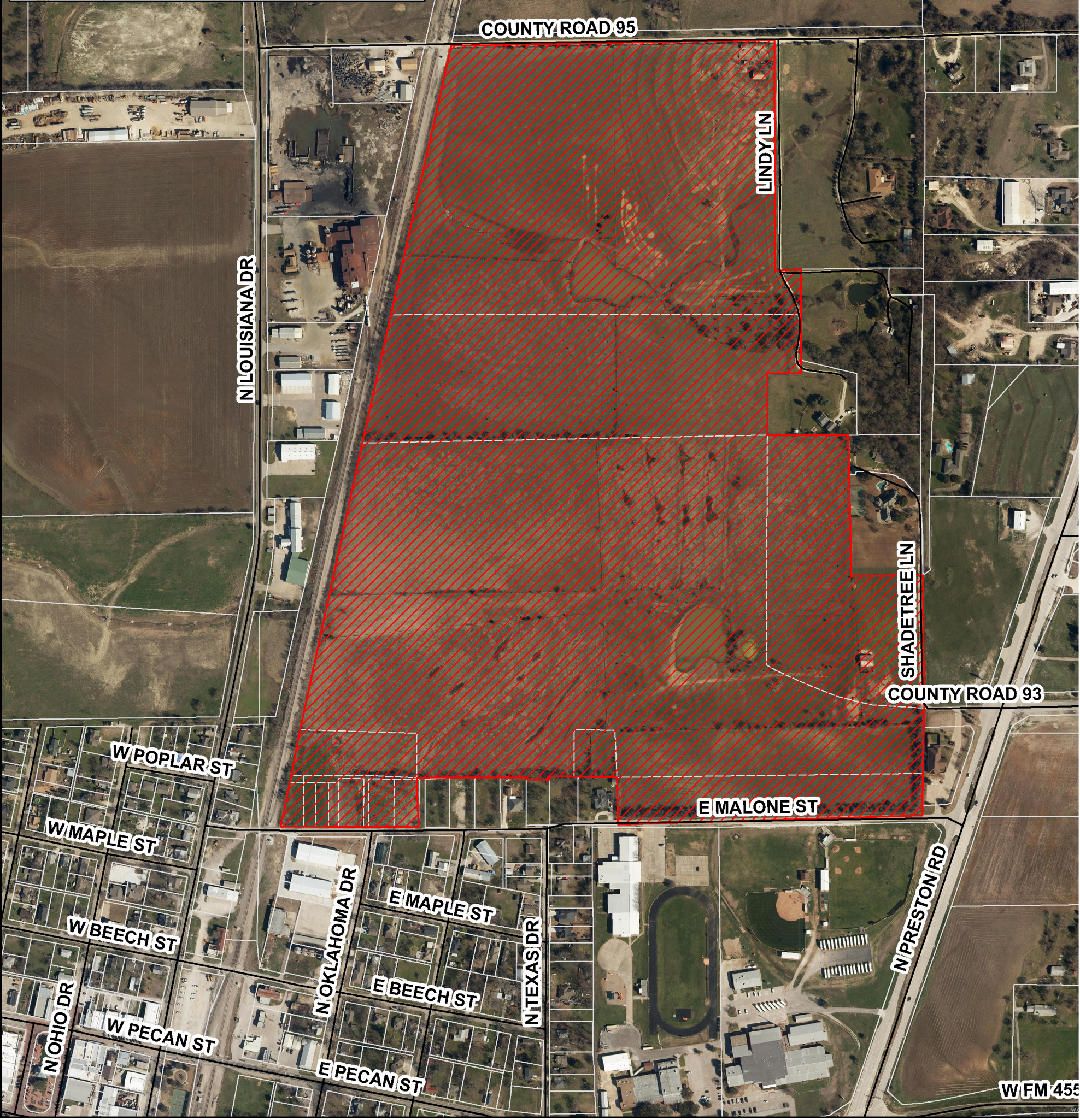
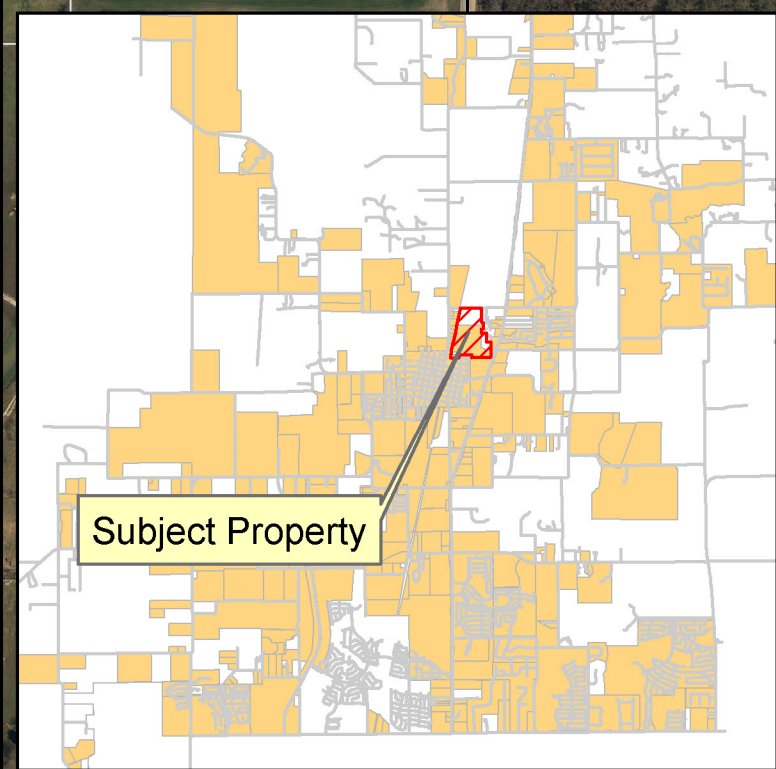
As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Staff Presentation
- Proposed Development Agreement

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Northside at Rollertown - Development Agreement)



Northside at Rollertown Location Map

Date: 11/5/2019

Legend

- Roads
- Northside
- Parcels

0 410 820 Feet

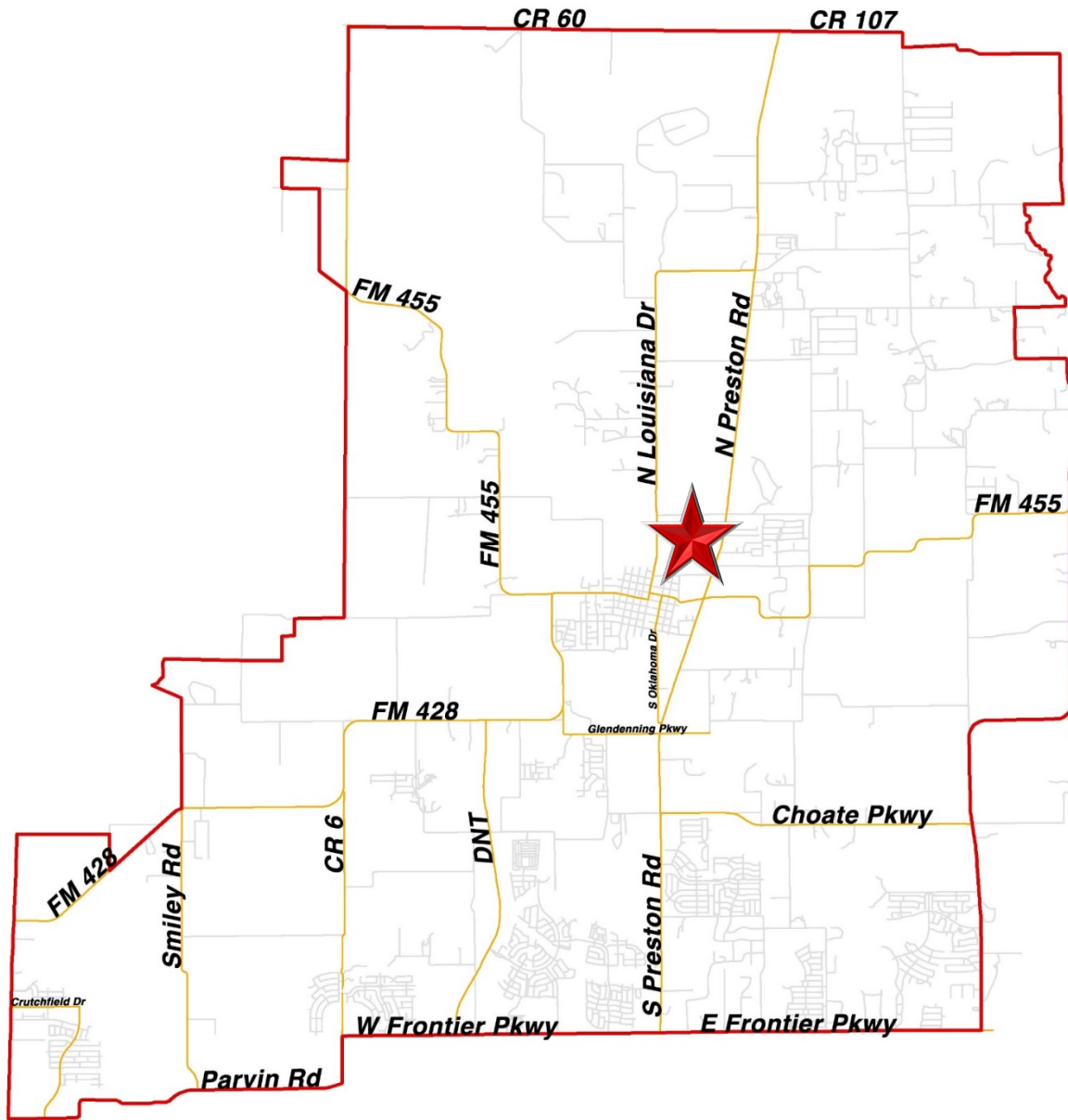
Packet Pg. 246

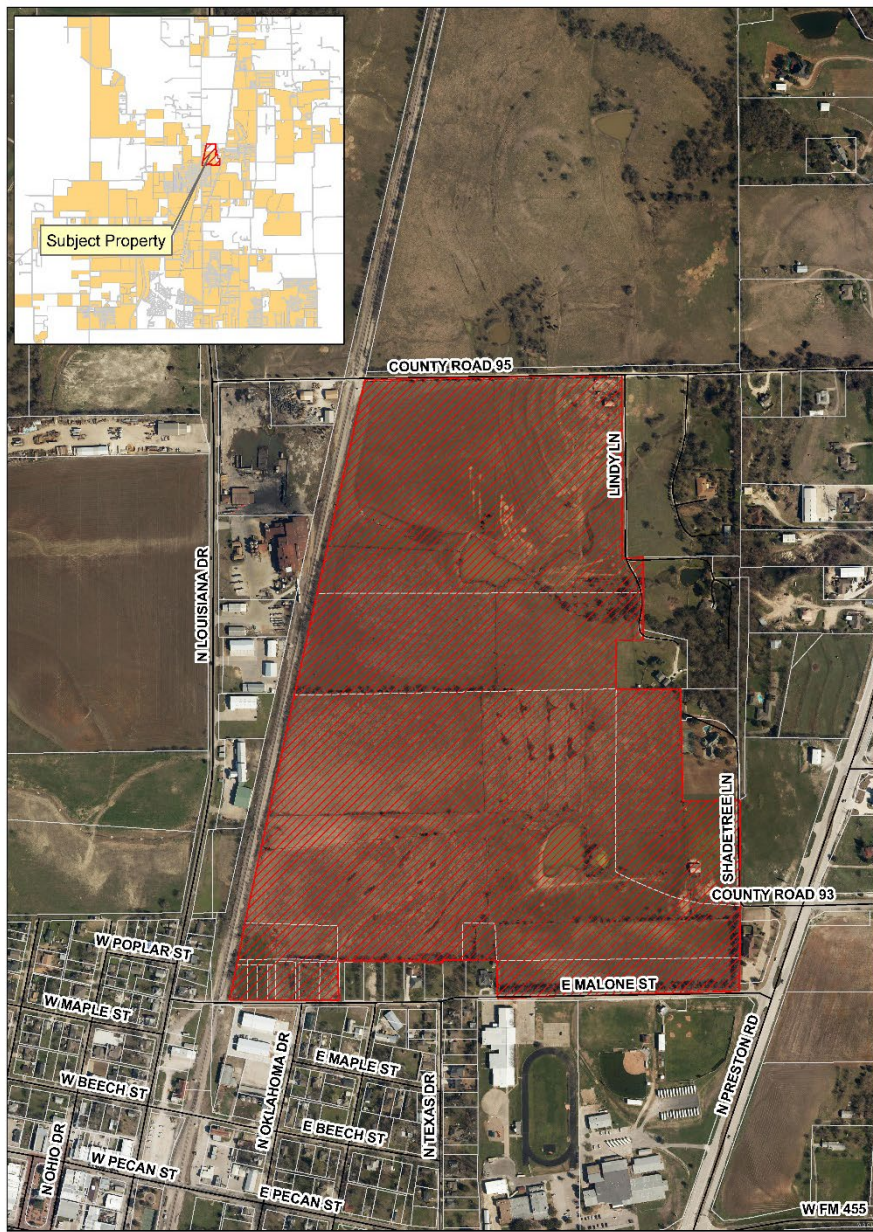
Northside at Rollertown

Development Agreement

City Council

December 10, 2019





Location Map

The subject property is located east of the BNSF Railroad and north of Malone Street

Background

- The property is approximately 131 acres and is located both in the City Limits and in the Extraterritorial Jurisdiction (ETJ)
- The project envisions a northern expansion of downtown with a more urban character
- The applicant desires to develop a mixed-use neighborhood with various single-family sized lots (attached and detached), multi-family (either urban edge or urban living), and retail/commercial land uses

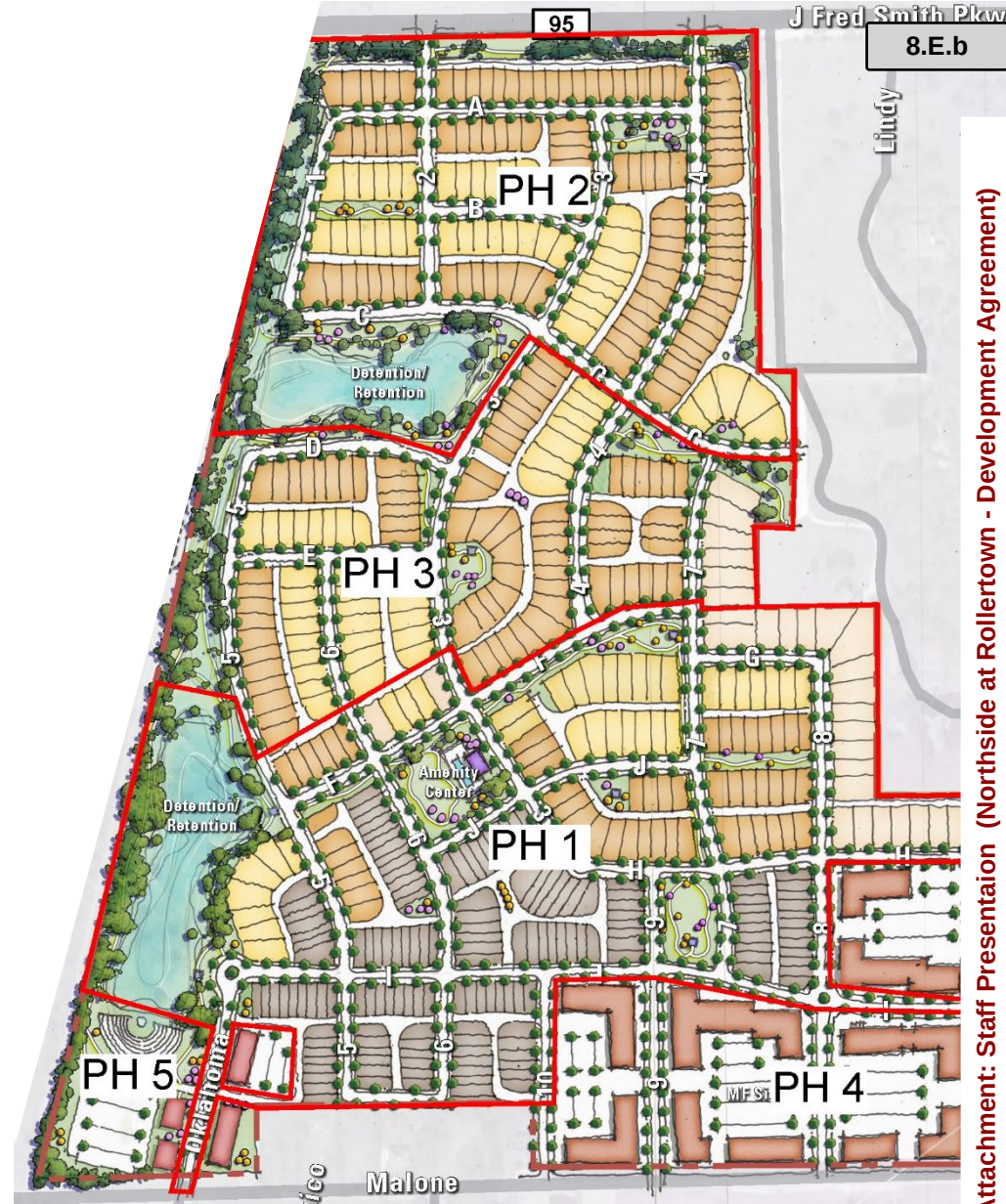
Concept Plan

Lot Counts per Concept Plan

	Phase 1	Phase 2	Phase 3	Total
Village	22	0	7	29
Cottage	36	40	37	113
Casita	51	99	77	227
Townhome	149	0	0	149
Total	258	139	121	518

Legend*

Use	Units	Allowed Unit Percentage	Acreage	Acreage Percentage
Village (45' min. width)	29	0-10%		
Cottage (40' - 49' width)	113	10-45%		
Casita (30' - 39' width)	227	20-50%		
Townhome (22' - 35' width)	149	0-30%		
Total Single Family	518	100%		
MF Site**	610		14.1 ac.	100%
Retail / Commercial			4.1 ac.	100%
Amenity Center			1.4 ac.	5.6%
Parks and Greens			17.7 ac.	70.5%
Detention/Retention			6 ac.	23.9%
Total Open Space		20% min.	25.1 ac.	100%



Attachment: Staff Presentation (Northside at Rollertown - Development Agreement)

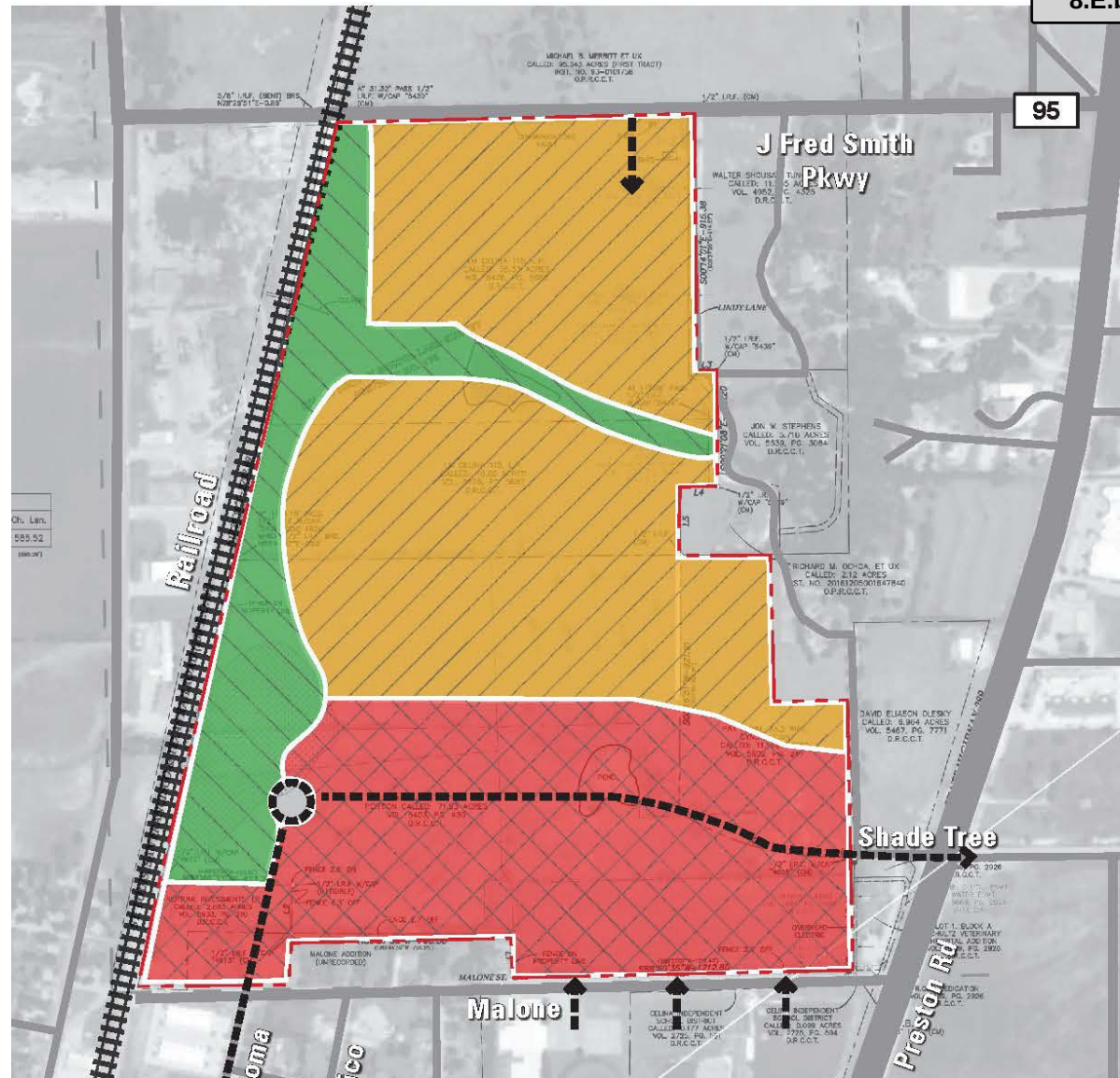
Project Overview

- A variety of detached single-family lot sizes are proposed (width of 30', 40', and 45') as well as townhome lots (width of 22'), totaling 500-600 units
- Retail/Commercial and Multi-family is proposed closer to Malone Street
- The proposed Development Agreement requires many enhancements, infrastructure improvements, and outlines its future annexation and zoning

Concept Diagram

Legend

-  Site boundary
-  Residential
-  Urban Village
-  Open space



8.E.b

95

Attachment: Staff Presentation (Northside at Rollertown - Development Agreement)



Packet Pg. 253

Trails

Legend

	12' Spine Trail
	10' Sidewalk
	6' Trail

*Southern bike lane and trail system to connect regionally



8.E.b

Attachment: Staff Presentation (Northside at Rollertown - Development Agreement)

8.E.b



Design Standards

The applicant agreed to the following:

- Multiple off-site infrastructure improvements (water, sanitary sewer, and roadway improvements)
- Landscape buffers, sidewalks, and trails (12' concrete spine trail along the tracks)
- Amenity Center (with timing triggers)
- Future annexation of the ETJ tracts

Infrastructure Summary

Applicant's Obligations:

- County Road 95 (J Fred Smith Parkway) – 2 lanes of concrete from Preston to Louisiana
- Malone – 2 lanes from Preston to Louisiana
- Lynn Stambaugh – 4 lanes from Preston to the property line

City's Obligations:

- PID (to assist with additional housing near downtown & utility expansions)
- Impact Fee reimbursements (per State law)

Policy Considerations

- This development directly correlates with the Downtown Master Plan's goal and strategy of attracting residential units within a 5-minute drive of the downtown core to support its retail/restaurants
- The future neighborhood has a healthy lot mix with a variety of housing choices, several open spaces with internal trails throughout the development, integration of retail/commercial, and modern standards
- The development complements the overall development currently ongoing in the downtown area and helps achieve the downtown vision

P&Z Public Hearing

- One resident cited concerns about height, loss of pastoral view, and drainage
- A representative from the nearby chemical plant shared concerns regarding safety, particularly with screening, with the new neighborhood

Recommendation

- Notices were published in compliance with State and local law
- The Planning & Zoning Commission recommended approval of the proposed DA (with a 6-1 vote) at its November 19th regular meeting.
- The dissenting vote cited safety fencing along the railroad as the primary concern, not the project itself.
- Staff recommends approval as presented

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between RCI-Celina 115, LLC (the "Owner"), and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, the Owner intends to purchase, before May 1, 2020, and develop an approximate 130 ±acre tract of land described by metes and bounds on Exhibit A and depicted on Exhibit B (the "Property"); and

WHEREAS, approximately 130.435 acres of the Property is located in the City's extraterritorial jurisdiction ("ETJ") (the "ETJ Property") and the remainder of the Property is located wholly within the corporate limits of the City as reflected on Exhibit B; and

WHEREAS, the Owner intends to develop the Property as a master planned residential development, consisting of a residential district, an urban village district, and including some entertainment venue uses (the "Development") as described in Exhibit D; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the agreed concept plan (the "Concept Plan"), attached hereto as Exhibit C, and the development standards set forth in those certain proposed development standards (the "Development Standards"), attached hereto as Exhibit D; and

WHEREAS, the Owner intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the Development of the Property; and

WHEREAS, in consideration of the Owner's agreements contained herein to develop the Property as envisioned by the Parties, and to provide economic incentives for the development of

Attachment: Development Agreement (Northside at Rollertown - Development Agreement)

the Property, the City has agreed to reduce the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the Parties have agreed upon a fixed payment for Park Fees, which includes recreation and open space, to be collected upon the issuance of a residential unit's building permit, not to exceed \$1,500.00 per residential dwelling unit, in lieu of any dedications of land; and

WHEREAS, the Parties have agreed upon a fixed payment for Technology Fees to be collected upon the issuance of a residential unit's building permit, not to exceed \$500.00 per residential dwelling unit, in lieu of any infrastructure construction or installation requirements; and

WHEREAS, the City holds or will hold the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, the Development requires the perimeter and offsite road improvements detailed and illustrated in **Exhibit E** (collectively, the "Roadway Improvements"); and

WHEREAS, the Development requires the offsite water improvements detailed and illustrated in **Exhibit F** to extend service to the Property (collectively the "Offsite Water Line"); and

WHEREAS, the Development requires the offsite wastewater improvements detailed and illustrated in **Exhibit G** to extend service to the Property (collectively the "Offsite Wastewater Line"); and

WHEREAS, the Development will require certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements, the Offsite Water Line and the Offsite Wastewater Line (the "Public Infrastructure"); and

WHEREAS, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow for the Owner's intended Development in a cost-effective and market-competitive manner without participation by the City; and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of Chapter 372, Texas Local

Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"); and

WHEREAS, within sixty (60 days) of receipt of a petition requesting a public improvement district from the Owner, the City will hold a public hearing and create a Public Improvement District consisting of the Property (the "PID") for the purpose of financing Public Infrastructure that confer a special benefit on the Property; and

WHEREAS, the City supports the Development and will consider plats of all or a portion of the Property in general accordance with the Concept Plan, applicable City Regulations and this Agreement; and

WHEREAS, the City and the Owner agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, as the ETJ Property is within the City's extraterritorial jurisdiction, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I **GENERAL TERMS AND DEFINITIONS**

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

1.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Assignee is defined in Section 9.1.

Bank Qualified Debt Fee is defined in Section 7.3(a).

Capital Recovery Fees is defined in Section 4.1.

CCNs mean certificates of convenience and necessity.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Concept Plan means the concept plan as shown in **Exhibit C-1 and C-2**.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is defined in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.3.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

ETJ Property is defined in the Recitals.

Initial Issuance is defined in Section 7.2.

Offsite Wastewater Line is defined in the Recitals.

Offsite Water Line is defined in the Recitals.

Onsite Public Improvements is defined in the Recitals.

Open Space Improvements is defined in Section 4.1(c).

Owner is defined in the introductory paragraph.

Owner's Construction Costs is defined in Section 4.1(a).

Park Fees means the fees paid in lieu of a donation of property to be used as a park, as more specifically defined in Section 4.1.

Parties means the Owner and the City.

Party means the Owner or the City.

Petition Property is defined in Section 6.1.

PID means the Public Improvement District consisting of the Property.

PID Act means Chapter 372 of the Texas Local Government Code, as amended.

PID Bond Fee is defined in Section 7.2.

PID Bonds is defined in Section 7.2.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

Property means the real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements, the Roadway Improvements, the Offsite Water Line and the Offsite Wastewater Line.

Roadway Improvements is defined in the Recitals and reflected in **Exhibit E-1 and E-2**.

ARTICLE II **PUBLIC INFRASTRUCTURE**

2.1 Public Infrastructure.

(a) Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by Owner in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property, they shall be dedicated by Owner to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way. The size of the Public Infrastructure shall be sized as finally determined by the City's engineer and could vary from the estimated sizes reflected in **Exhibits E, F, and G**, but any costs associated with oversizing the Public Infrastructure to serve property outside the Development will be borne by the City.

(b) The City agrees that no perimeter roadway improvements are required to be escrowed, constructed or improved by Owner as part of the Development of the Property, other than the Roadway Improvements, each of which shall be constructed or improved at the time as required by the City Regulations with the phase indicated on **Exhibit E** and completed within twelve (12) months thereafter.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be

inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations with the phases indicated on **Exhibits F and G** and completed within twelve (12) months thereafter.

(c) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Owner pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the City Regulations.

2.3 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Unless otherwise set forth in this Agreement to the contrary, including, without limitation, Section 7.2(a) below, the Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such

condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

2.5 On-Site Rights-of-Way and Easements. Owner will transfer to the City any on-site rights-of-way and on-site easements necessary for Public Improvements at the time of adjacent development, or within one hundred twenty (120) days of the City requesting same for a City project.

ARTICLE III **DEVELOPMENT REGULATIONS**

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations.

(b) The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix and general layout of the project. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature.

3.2 Replat. The Owner may submit a replat for all or any portion of the Property. Any re-plat shall be in general conformance with the Concept Plan, including any amendments.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital recovery fees being reduced and Impact Fees being waived for the Property, Owner has requested and the Parties agree that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Property for forty-five (45) years, and voluntarily agrees to burden the property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second.

3.6 Public Parking. Owner shall construct a public parking lot containing at least one hundred (100) parking spaces to be located at a mutually agreeable location along the southern perimeter of the Property, which construction shall comply with the City Regulations and be completed within five (5) years from the Effective Date.

3.7 Sale of Land to City. Developer agrees to sell, for the price of \$4.50 per square foot, the City, or the Celina Economic Development Corporation as determined by City, up to 3 acres of the Property in the location generally depicted on **Exhibit H** to be developed as an event or wedding venue. Construction of the venue shall commence within two (2) years of Developer completing development of the first phase of the Development.

ARTICLE IV **DEVELOPMENT PROCESS AND CHARGES**

4.1 Capital Recovery Fees.

(a) Except as specifically described below, the Owner shall be subject to those fees and charges due and payable to the City in connection with the Development of the Property that are charged uniformly to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged against the Property

other than (i) park fees in an amount not exceeding \$1,500 per residential dwelling unit (the "Park Fees"), (ii) technology fees in an amount not exceeding \$500 per residential dwelling unit, and (iii) if Owner completes the Public Infrastructure for phase 1 within 5 years of the Effective Date and timely constructs the Public Improvements in accordance with the City Regulations, capital recovery fees (the "Capital Recovery Fees") shall be \$0.00 for roadways, water and wastewater up to the amount of reasonable costs, as agreed by the Parties, incurred by Owner to construct the Roadway Improvements, Offsite Wastewater Line and Offsite Water Line (the "Owner's Construction Costs") that is not reimbursed from PID Bond Proceeds or PID assessments. Thereafter, and/or if Owner fails to complete the Public Infrastructure for phase 1 within 5 years of the Effective Date and timely construct the Public Improvements in accordance with the City Regulations, Owner agrees to pay and City agrees to set (a) roadway capital recovery fees of \$3,000.00 per single-family residential lot after Owner is reimbursed for Roadway Improvements, (b) water capital recovery fees of \$3,000.00 per single-family residential lot, and (c) wastewater capital recovery fees of \$3,000.00 per single-family residential lot after Owner is reimbursed for the Offsite Wastewater Line. All capital recovery fees applicable to individual lots will be due and payable by the Owner at the time building permits are issued for each lot.

(b) Nonresidential lots will be charged those capital recovery fees due and payable to the City in connection with the development of the Property that are charged uniformly to other developments located in the corporate limits of the City at the time such non-residential lots are developed. For purpose of this paragraph, "nonresidential lot" means all development other than single-family and two-family units.

(c) Owner shall construct the walking trails and amenity ponds as generally reflected in Exhibit I, which improvements shall comply with the standards set forth in the City Regulations ("Open Space Improvements"). As consideration for Owner constructing the Open Space Improvements and paying the Park Fees, Owner shall not be required to dedicate any land for open space or park purposes to the City.

(d) CCN Acquisition Costs. The Parties agree that the City will be the retail water and wastewater service provider to the Property. Prior to the City initiating water service to the Property, for any portion of the Property located in the water CCN of Marilee Special Utility District, Owner shall pay to the City the cost that will be owed by the City to Marilee Special Utility District pursuant to that certain Full and Final Settlement and Release dated April 24, 2001, as subsequently amended, which if paid after January 1, 2020 is anticipated to be \$1,750.00 per acre for the ETJ Property.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) **THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER;**

(iii) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (iv) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (v) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

4.3 THE OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY MONETARY OR LAND USE DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

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

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

(C) NUISANCE.

(II) THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE OWNER HEREBY AGREES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date, except that **Exhibit D** and Section 3.4, plus all provisions of this Agreement related to **Exhibit D** and Section 3.4 shall have a term of forty-five (45) years. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by May 1, 2020 or if Owner notifies the City in writing prior to May 1, 2020 that it will not purchase the Property.

ARTICLE VI

ANNEXATION AND POST-ANNEXATION MATTERS

6.1 **Annexation.** Within ten (10) days of being requested to do so by the City, which shall be after Owner's acquisition/closing, Owner agrees to (a) submit a voluntary annexation petition for the ETJ Property, or (b) if requested by the City, sign a petition for annexation presented to Owner by the City that may contain additional acres (collectively, the "**Petition Property**"). Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the ETJ Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the ETJ Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Owner shall execute another voluntary annexation petition for the Petition Property and/or ETJ Property, within ten (10) days of being requested to do so. Prior to annexation of the ETJ Property, the City shall have considered this Agreement, shall have submitted to Owner, and Owner shall review and approve, and this annexation service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Owner. Owner acknowledges and agrees that this Section 6.1 was a material inducement for the City to enter into this Agreement with Owner and to create a PID.

6.2 **Zoning of Property.** While the Parties expressly acknowledge that the ETJ Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Development Standards, Concept Plan and applicable provisions of this Agreement contemporaneously with the annexation of the ETJ Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent **Exhibit D**, Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII

INFRASTRUCTURE FINANCING

7.1 **PID Financing.** The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by Owner, and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, the City agrees to issue PID Bonds.

(a) The Owner will submit a PID creation petition to the City on or before June 1, 2020.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act and approved by the City will include, to the maximum extent authorized by State law, one or more of the following: (i) annual payments by the City to the Owner of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments

and/or other security; (iii) the issuance by the City or other issuer of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties.

(c) The Public Infrastructure to be funded by the PID will be the same as those described in the PID Service and Assessment Plan, which Public Infrastructure confer a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The City and the Owner will jointly determine the PID Project Costs (which shall not include City right-of-way acquisition costs) and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The minimum tax equivalent assessment rate for the assessment levy shall be at least \$0.43 per \$100 of taxable assessed valuation at the time of issuance of each series of PID Bonds.

(f) After the Initial Issuance, no additional PID assessments will be levied unless and until the average tax appraised value of all homes, which includes the value of the finished lot, for which the City has issued a certificate of occupancy within the first phase of the Development equals or exceeds \$225,000.

(g) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

(h) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 PID Bond Fee.

(a) In consideration for the City's assistance and cooperation in connection with the issuance by the City of PID bonds for any part of the Development ("PID Bonds"), the Owner agrees to pay the City, contemporaneously with the funding of the initial offering of PID Bonds (the "Initial Issuance"), a fee in the amount of \$250,000 (the "PID Bond Fee") to be used by the City. If, however, the City chooses to issue the PID Bonds in multiple series, fifty percent (50%) of the PID Bond Fee shall be paid to the City contemporaneously with the first bond issuance and the remaining fifty percent (50%) shall be paid to the City contemporaneously with the second bond issuance.

(b) As part of the Public Infrastructure and in further consideration for the PID Bond Fee, the City will agree to purchase some or all of the Roadway Improvement rights-of-way within the Property at appraised fair market value utilizing the proceeds derived from the Initial Issuance.

7.3 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Owner shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Owner and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Owner, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Owner, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Owner, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Owner from lawfully available and otherwise unencumbered funds.

7.4 PID Notices. When selling any of the Property, Owner shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, such Owner shall require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX

ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Owner to Successor Owners.

(a) Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written Notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the

City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, Owner agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within 15 days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Encumbrance by Owner and Assignees. Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent

of said ownership or ownership interest.

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE X

RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an “End-Buyer”) and shall not negate the End-Buyer’s obligation to comply with the City’s Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City \$1,000 at the time of the Owner’s requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI

ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same

within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: jlaumer@celina-tx.gov TEL: (972) 382-2682 FAX: (972) 382-3736
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400 FAX: (972) 668-6414
To the Owner:	Attn: Ryan Griffin RCI-Celina 115, LLC 9550 John W. Elliot Drive, Suite 106 Frisco, Texas 75033 TEL: (214) 975-0808 FAX: (972) 741-9931
With a copy to:	Attn: Mindy L. Koehne Coats Rose, P.C. 14755 Preston Road, Suite 600 Dallas, Texas 75254 TEL: (972) 788-1600 FAX: (972) 702-0662

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

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

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Roadway Improvements
Exhibit F	Offsite Water Improvements
Exhibit G	Offsite Wastewater Improvements
Exhibit H	Tract to sell to City
Exhibit I	Trails And Open Space Exhibit

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three 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, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

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

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

[signatures on following pages]

EXECUTED by the City and Owner on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM

Julie Fort, Attorney for City

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 10th day of December, 2019, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Attachment: Development Agreement (Northside at Rollertown - Development Agreement)

DEVELOPER:**RCI-CELINA 115, LLC**

a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2019, personally appeared _____, _____ of RCI-Celina 115, LLC, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY
(130 Acres)

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 170, Collin County, Texas, and being all of the remainder of a called 71.93 acre tract of land described in a deed to LM Celina 115, L.P., as recorded in Volume 5403, Page 430 of the Land Records of Collin County, Texas, and all of a called 18.80 acre tract of land described in a deed to LM Celina 115, L.P., as recorded in Volume 5476, Page 5687 of the Land Records of Collin County, Texas, and all of a called 35.33 acre tract of land described in a deed to LM Celina 115, L.P., as recorded in Volume 5476, Page 5682 of the Land Records of Collin County, Texas, and all of a called 11.199 acre tract of land described in a deed to Pat Hunn and wife, Cyndy Hunn, as recorded in Volume 5602, Page 247 of the Land Records of Collin County, Texas, and being all of a called 2.683 acre tract of land described in a deed to Neptune Investments, LP, as recorded in Volume 5933, Page 210 of the Land Records of Collin County, Texas, and all of the property described in a deed to Neptune Investments, LP, as recorded in Instrument No. 20061213001753540 of the Official Public Records of Collin County, Texas, and all of a called 0.8683 acre tract of land described as Tract 1 and all of a called 0.4392 acre tract of land described as Tract 2 in a deed to Celina CBD Partners, LLC, as recorded in Instrument No. 2015080400072400 of the Official Public Records of Collin County, Texas, same being all of Lots 1 through 5, Block 1 and Lots 1 and 2, Block 2 of Malone Addition, an unrecorded plat, and being more particularly described as follows:

BEGINNING at the southwest corner of said 2.683 acre tract, common to the southwest corner of said Block 1, being at the intersection of the easterly right-of-way line of the St. Louis and San Francisco Railroad, a 100 foot wide right-of-way, with the northerly right-of-way line of Malone Street, no record found;

THENCE North 12°08'10" East, departing the northerly right-of-way line of said Malone Street, along the easterly right-of-way line of said St. Louis and San Francisco Railroad, the westerly line of said 2.683 acre tract, and the westerly line of said Block 1, a distance of 387.95 feet to the northwest corner of said 2.683 acre tract, common to the northerly southwest corner of said 71.93 acre tract;

THENCE North 12°09'23" East, continuing along the easterly right-of-way line of said St. Louis and San Francisco Railroad and along the westerly line of said 71.93 acre tract, and the westerly line of said 18.80 acre tract, a distance of 2793.12 feet to the northwest corner of said 18.80 acre tract, same being in County Road No. 95, no record found;

THENCE North 88°37'29" East, departing the easterly right-of-way line of said St. Louis and San Francisco Railroad, along the northerly line of said 18.80 acre tract, the northerly line of said 35.33 acre tract, and said County Road No. 95, a distance of 1313.96 feet to the northeast corner of said 35.33 acre tract;

THENCE departing said County Road No. 95, along the easterly line of said 35.33 acre tract, the easterly line of said 18.80 acre tract, the following:

South 0°37'06" East, a distance of 914.57 feet to a point for corner;

North 89°29'41" East, a distance of 70.00 feet to a point for corner;

South 0°30'19" East, a distance of 417.68 feet to a point for corner;

South 89°07'16" West, a distance of 132.73 feet to a point for corner;

South 0°47'38" East, a distance of 244.65 feet to the southeast corner of said 18.80 acre tract, common to the northwest corner of said 11.199 acre tract;

THENCE North 89°04'10" East, along a northerly line of said 11.199 acre tract, a distance of 320.62 feet to the northerly northeast corner of said 11.199 acre tract;

THENCE South 1°38'13" East, along an easterly line of said 11.199 acre tract, a distance of 530.93 feet to an ell corner of said 11.199 acre tract;

THENCE North 88°21'47" East, along a northerly line of said 11.199 acre tract, a distance of 269.00 feet to the southerly northeast corner of said 11.199 acre tract;

THENCE South 2°19'27" East, along an easterly line of said 11.199 acre tract and the easterly line of aforesaid 71.93 acre tract, a distance of 564.11 feet to a point for corner;

THENCE South 0°07'01" West, continuing along the easterly line of said 71.93 acre tract, a distance of 402.58 feet to the southeast corner of said 71.93 acre tract;

THENCE along the southerly line of said 71.93 acre tract, the following:

South 88°33'07" West, a distance of 1212.43 feet to the southerly southwest corner of said 71.93 acre tract;

North 2°17'48" West, a distance of 155.08 feet to an ell corner of said 71.93 acre tract;

South 89°44'59" West, a distance of 792.60 feet to the northeast corner of aforesaid Tract 1, common to the northeast corner of aforesaid Block 2;

THENCE South 0°56'46" West, along the easterly line of said Tract 1 and said Block 2, a distance of 209.00 feet to the southeast corner of said Tract 1, common to the southeast corner of said Block 2, being on the northerly right-of-way line of aforesaid Malone Street;

THENCE North 89°03'14" West, along the southerly line of said Tract 1 and said Block 2 and along the northerly right-of-way line of said Malone Street, a distance of 200.00 feet to the southwest corner of said Tract 1, common to the southwest corner of said Block 2, being on the easterly right-of-way line of a 20 foot wide alley, no record found;

THENCE North 0°56'46" East, departing the northerly right-of-way line of said Malone Street, along the westerly line of said Tract 1 and said Block 2 and the easterly right-of-way line of said 20 foot wide alley, a distance of 209.00 feet to the northwest corner of said Tract 1, common to the northwest corner of said Block 2, being on the southerly line of aforesaid 2.683 acre tract;

THENCE North 89°03'14" West, departing the easterly right-of-way line of said 20 foot wide alley and along the southerly line of said 2.683 acre tract, a distance of 20.00 feet to the northeast corner of aforesaid Tract 2, common to the northeast corner of aforesaid Block 1, being on the westerly right-of-way line of said 20 foot wide alley;

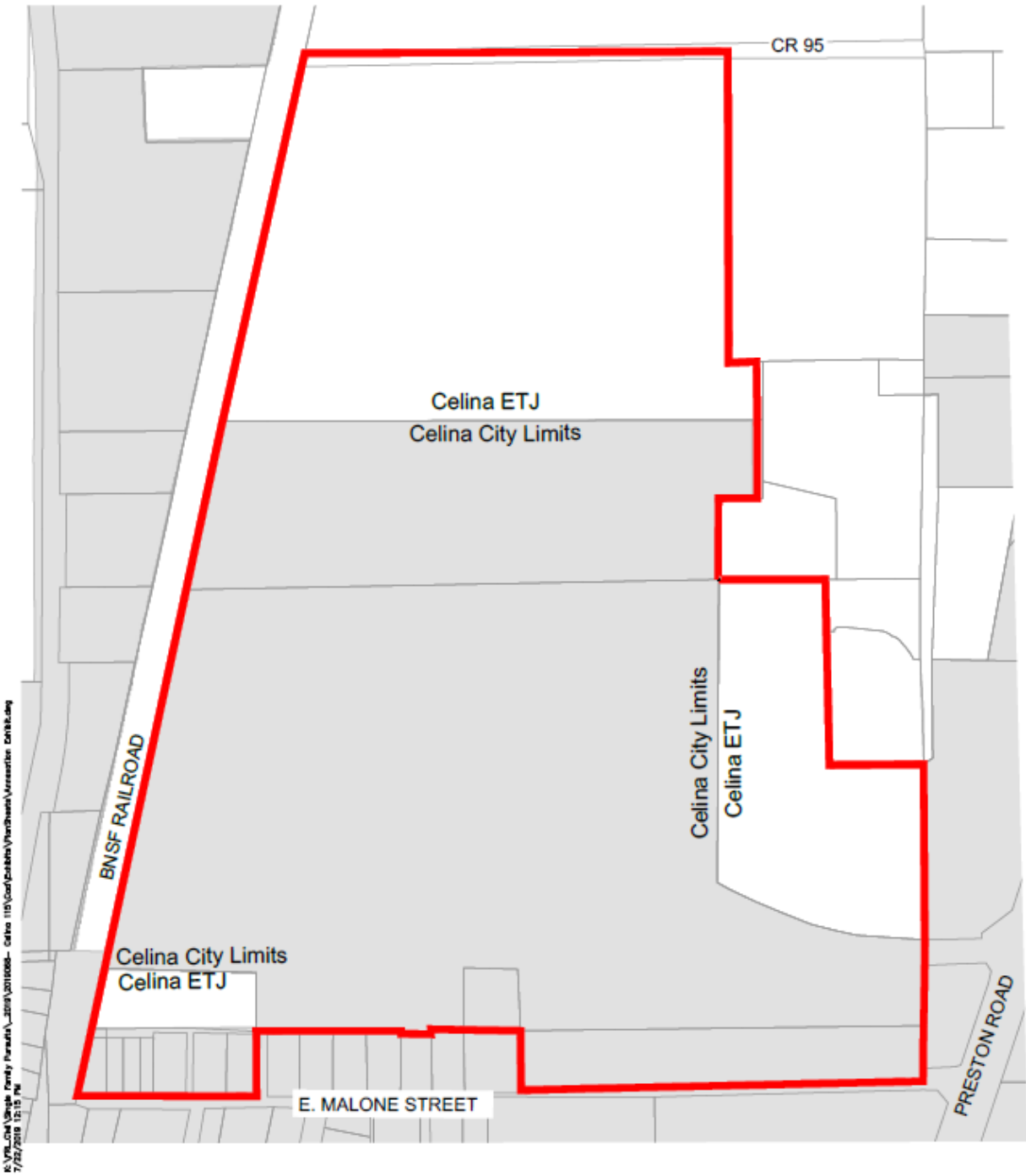
THENCE South 0°56'46" West, along the easterly line of said Tract 2 and said Block 1 and the westerly right-of-way line of said 20 foot wide alley, a distance of 209.00 feet to the southeast corner of said Tract 2, common to the southeast corner of said Block 1, being on the northerly right-of-way line of said Malone Street;

THENCE North 89°03'14" West, along the southerly line of said Tract 2, the southerly line of said Block 1, the southerly line of said 2.683 acre tract, and the northerly right-of-way line of said Malone Street, a distance of 330.01 feet to the **POINT OF BEGINNING** and containing 130.435 acres (5,681,762 square feet) of land, more or less.

The bearings for this description are based on a bearing of North 88°37'29" East for the north line of a called 35.33 acre tract of land described in a deed to LM Celina 115, L.P., as recorded in Volume 5476, Page 5682 of the Land Records of Collin County, Texas.

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
DEPICTION OF THE PROPERTY

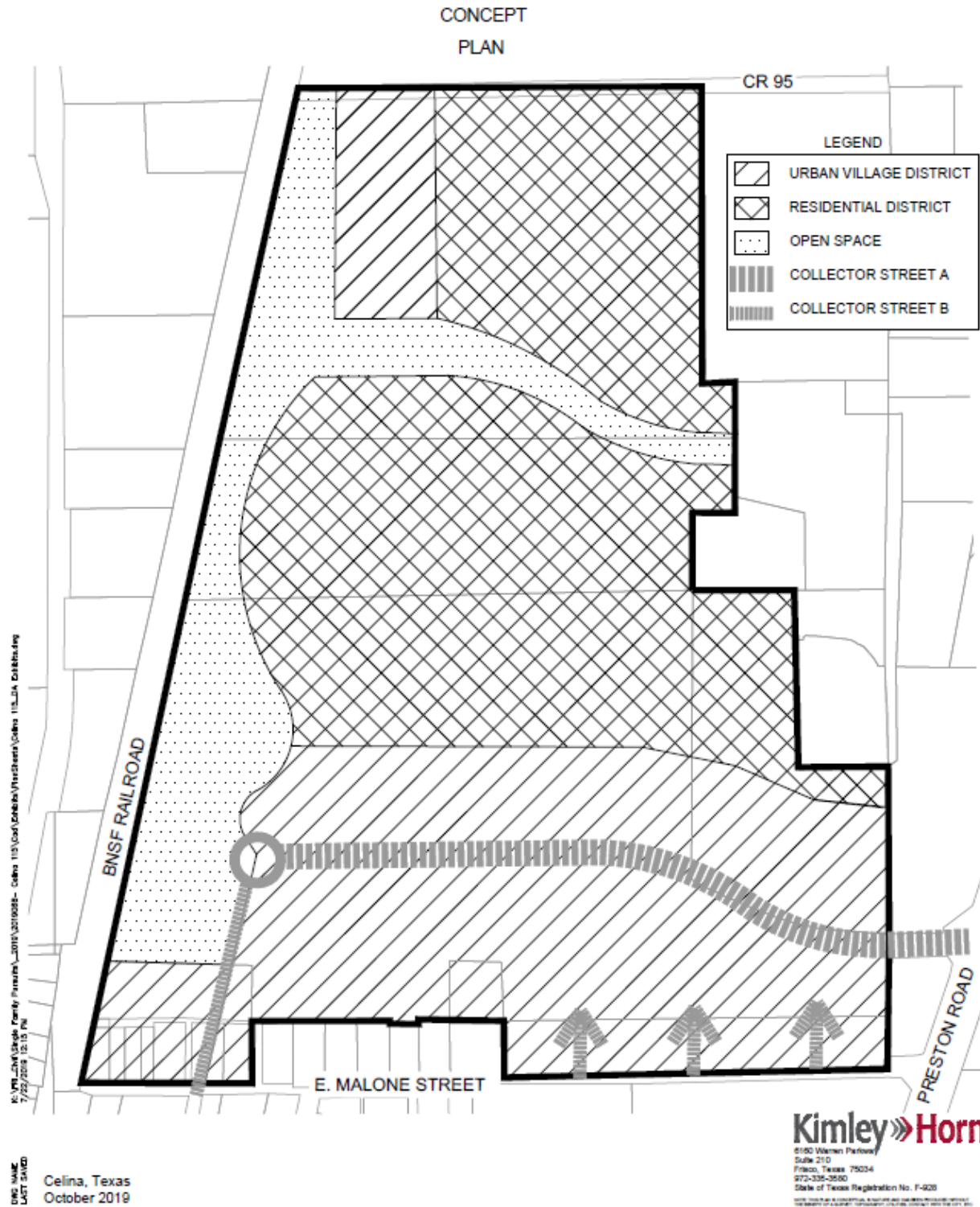


DAVID HUIZ
LAST SAVED
Celina, Texas
August 2019

Kimley»Horn
6160 Wilshire Parkway
Suite 210
Frisco, Texas 75034
972-335-3500
State of Texas Registration No. F-408
THIS DOCUMENT IS PRELIMINARY. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF KIMLEY-HORN. CONSULT WITH THE CITY OF CELINA.

Attachment: Development Agreement (Northside at Rollertown - Development Agreement)

EXHIBIT C-1 CONCEPT PLAN



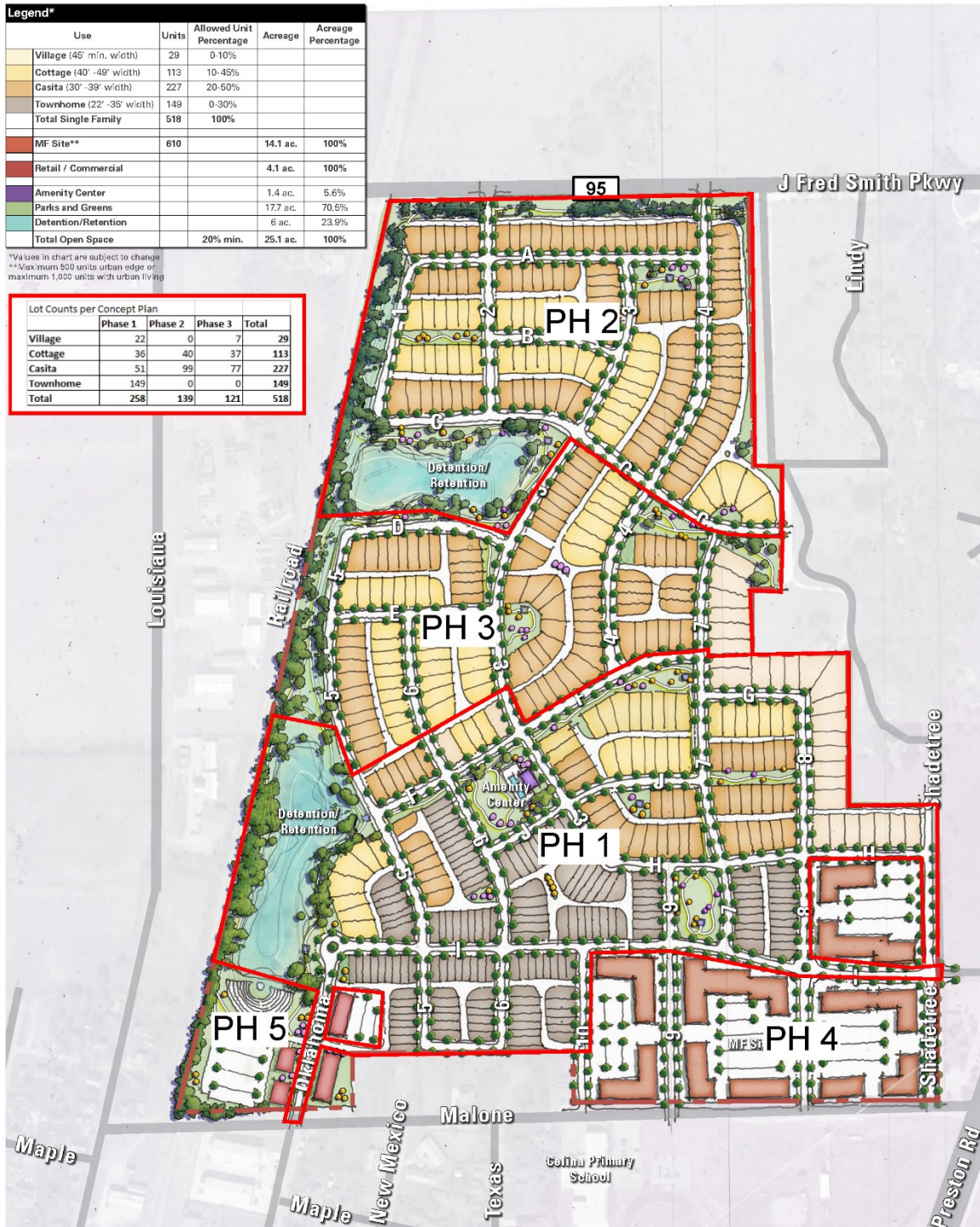
Attachment: Development Agreement (Northside at Rollertown - Development Agreement)

EXHIBIT C-2

Legend*				
Use	Units	Allowed Unit Percentage	Acreage	Acreage Percentage
Village (45' min. width)	29	0-10%		
Cottage (40' -48' width)	113	10-45%		
Casita (30' -39' width)	227	20-50%		
Townhome (22' -35' width)	149	0-30%		
Total Single Family	518	100%		
MF Site**	610		14.1 ac.	100%
Retail / Commercial			4.1 ac.	100%
Amenity Center			1.4 ac.	5.6%
Parks and Greens			17.7 ac.	70.6%
Detention/Retention			6 ac.	23.9%
Total Open Space		20% min.	25.1 ac.	100%

*Values in chart are subject to change
 **Maximum 500 units urban edge or maximum 1,000 units with urban living

Lot Counts per Concept Plan				
	Phase 1	Phase 2	Phase 3	Total
Village	22	0	7	29
Cottage	36	40	37	113
Casita	51	99	77	227
Townhome	149	0	0	149
Total	258	139	121	518



TBG northside at rollertown
concept plan

NOTE: PHASE LIMITS, LOT MIX,
ETC. ARE PRELIMINARY AND
SUBJECT TO CHANGE.

10/09/19
The draft illustration shown is based on the best information available. Product type and mix are conceptual in nature only. All information is subject to change without notice.

EXHIBIT D
DEVELOPMENT STANDARDS
Northside at Rollertown

BASE ZONING

The base zoning of the property shall be MU, Mixed-Use District; however, the following shall be allowed deviations.

CONCEPT PLAN

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of buildings, parking lots, and other site layout features, all of which can be adjusted for pragmatic purposes at time of permitting, and such modifications shall not be unreasonably withheld, but are subject to review and approval by the Director of Development Services. Minor modifications up to 15% of any numerical figure can be reviewed by the Director.

STREET SECTIONS

Street sections shall be provided as generally shown in the Street Sections exhibit. Minor modifications are subject to review and approval by the Director of Engineering. Bump outs (parking islands) shall be provided in parking areas on Type A Collectors. In addition to the Street Sections shown on the exhibit, the City's Residential Street Section at the time of development shall also be permitted.

ARCHITECTURE

The subject property is an architecturally, historically, and culturally significant tract of land and reflects the vision of the Downtown Master Plan as the logical extension northward of the historic urban core, and shall abide by the City's architectural standards, as may be amended.

LANDSCAPING AND SCREENING

1. County Road 95:
 - a. 6' masonry wall.
 - b. 40' landscape buffer with landscaping to abide by the Zoning Ordinance, as may be amended.
 - c. 10' wide sidewalk on the south side of CR 95.
2. BNSF Railroad:
 - a. 50' landscape buffer, including detention/retention, with landscaping to abide by the Zoning Ordinance, as may be amended.
3. Malone Street
 - a. No screening required, as long as the urban form actively engages the street.
 - b. 10' wide sidewalk on the north side of Malone Street.

OPEN SPACE

The minimum open space acreage shall be 20% of the overall property. The definition of open space shall meet the requirements of the ZO, as may be amended.

Note for open spaces: No concrete in detention nor any concrete pilot channels
Detention and Retention ponds shall have a six-to-one (6:1) slope to the normal water surface elevation. Beneath the normal water surface elevation, the slope can increase based on recommendations provided by a geotechnical engineer.

PARKLAND

Park fees (both park fees) shall apply to this development, in accordance with State and local law. The City acknowledges that payment of fees are preferred over land dedication for this project.

TRAILS

1. Railroad Spine Trail is 12' wide concrete per Master Trails Plan.
2. Detention/retention ponds shall have looped concrete trails of 6' wide.
3. Internal trails within interior open spaces shall have pedestrian paths.
4. Bike lane connection shall be made to south trail system.
5. For five (5) feet on each side of the twelve (12) foot wide public hike-and-bike trail, a maximum 6:1 slope shall be required.

GENERAL CONDITIONS

Amenities shall be provided as follows:

- a. Single Family – The building permit for the associated Amenity Center is required to be issued before the issuance of the 300th single family home building permit. The amenity center shall include a pool, playground, bathrooms, and shaded or enclosed gathering spaces.
- b. Multi-Family – Amenities shall include two of the following for every 500 units: a pool, fitness center, a sports court, dog park, second pool, or other City Staff-approved amenity. A pool must be one of the two options.

RESIDENTIAL DISTRICT

1. Area: The Residential District is generally the northern portion of the development, as depicted in the Concept Diagram.
2. Permitted Uses: All residential product types (Village, Cottage, Casita, Townhome) and any associated incidental and secondary land uses normally included in single-family zoning districts.
3. General Standards:
 - a. A porch may encroach into the Front Street “build-to-zone” by 5’.

- b. Gated communities are not permitted.
 - c. No one product type shall exceed 60% of the unit count within the Residential District.
 - d. All lots less than 60' in width shall be served by alleys. Lots 50' in width adjacent to the east property line may be front-loaded and will not require an alley.
 - e. All driveways serving a rear garage shall either be setback 20'+ or less than 3'.
 - f. Parking for SF shall have a minimum of 2 off-street parking spaces, with at least 1 in the garage. Off-street visitor parking for TH shall be provided at a ratio of 1 visitor space for every 4 units.
 - g. Accessory units are permitted up to 600 sq. ft. The accessory units may have a kitchen and bathroom, but not a separate water meter or electric panel. An accessory unit must have 1 additional dedicated parking space in addition to the primary unit's required parking.
 - h. Garage doors shall meet the architectural standards of the ZO, as may be amended.
 - i. Mews lots are permitted per the regulations in the City's base ZO.
4. Product Types
- a. Village

Min. Lot Area	4,950 sq. ft.
Min. Lot Width	45'
Min. Lot Depth	110'
Max. Height	2.5 stories
Front Street "build-to-zone"	Min. 15', max. 20' from property line
Side "build-to-zone" on Corner Lot	15'
Min. Side Yard	5'
Min. Rear Yard	5'
Min. Dwelling Unit Area (air-conditioned)	2,000 sq. ft.
Percentage of Total Lots	0-10%

b. Cottage

Min. Lot Area	4,000 sq. ft.
Min. Lot Width	40'
Max. Lot Width	49'
Min. Lot Depth	100'
Max. Height	2.5 stories
Front Street "build-to-zone"	Min. 10', max. 15' from property line
Side "build-to-zone" on Corner Lot	15'
Min. Side Yard	5'
Min. Rear Yard	5'

Min. Dwelling Unit Area (air-conditioned)	1,400 sq. ft.
Percentage of Total Lots	10-45%

c. Casita

Min. Lot Area	2,700 sq. ft.
Min. Lot Width	30'
Max. Lot Width	39'
Min. Lot Depth	90'
Max. Height	2.5 stories
Front Street "build-to-zone" (Residential)	Min. 5', max. 10' from property line
Front Street "build-to-zone" (Urban)	Min. 15', max. 26' from property line
Side "build-to-zone" on Corner Lot	Min. 15'
Min. Side Yard	5'
Min. Rear Yard	5'
Min. Dwelling Unit Area (air-conditioned)	1,200 sq. ft.
Percentage of Total Lots	20-50%

d. Townhome

Min. Lot Area	1,600 sq. ft.
Min. Lot Width	22'
Max. Lot Width	35'
Min. Lot Depth	80'
Max. Height	3 stories
Front Street "build-to-zone" (Residential)	Min. 5', max. 10' from property line
Front Street "build-to-zone" (Urban)	Min. 15', max. 26' from property line
Side "build-to-zone" on Corner	Min. 15'
Min. Rear Yard	5'
Min. Dwelling Unit Area (air-conditioned)	1,000 sq. ft.
Percentage of Total Lots	0-30%

URBAN VILLAGE

1. Area: The Urban Village is generally the southern portion of the development, as depicted in the Concept Diagram, and is appropriate for a wide range of land uses associated with urban cores.
2. Permitted Uses: All residential product types (Village, Cottage, Casita, Townhome), Multi-Family, Retail, Office, Restaurant, Hotel, Entertainment venues, Amphitheater, and similar non-residential uses.

3. General Standards

- a. All Urban Village land uses are limited to a maximum of 4 stories in height unless otherwise amended within this document.

4. Product Types

a. Multi-Family

- i. A maximum of 500 units are permitted, if developed as Urban Edge. A maximum of 1,000 units and up to 6 stories is permitted, if developed as Urban Living.
- ii. Three-bedroom unit type limited to maximum 10% of overall dwelling units.
- iii. No perimeter walls, fencing, or gates are allowed as the project is meant to incorporate an urban design and promote pedestrian freedom.
- iv. Parking ratio to follow base Zoning Ordinance, as may be amended.
- v. Side yard between buildings shall be per the IBC/IFC.
- vi. The minimum setback shall be increased to 60' for MF structures adjacent to property that is zoned or developed for single-family uses.

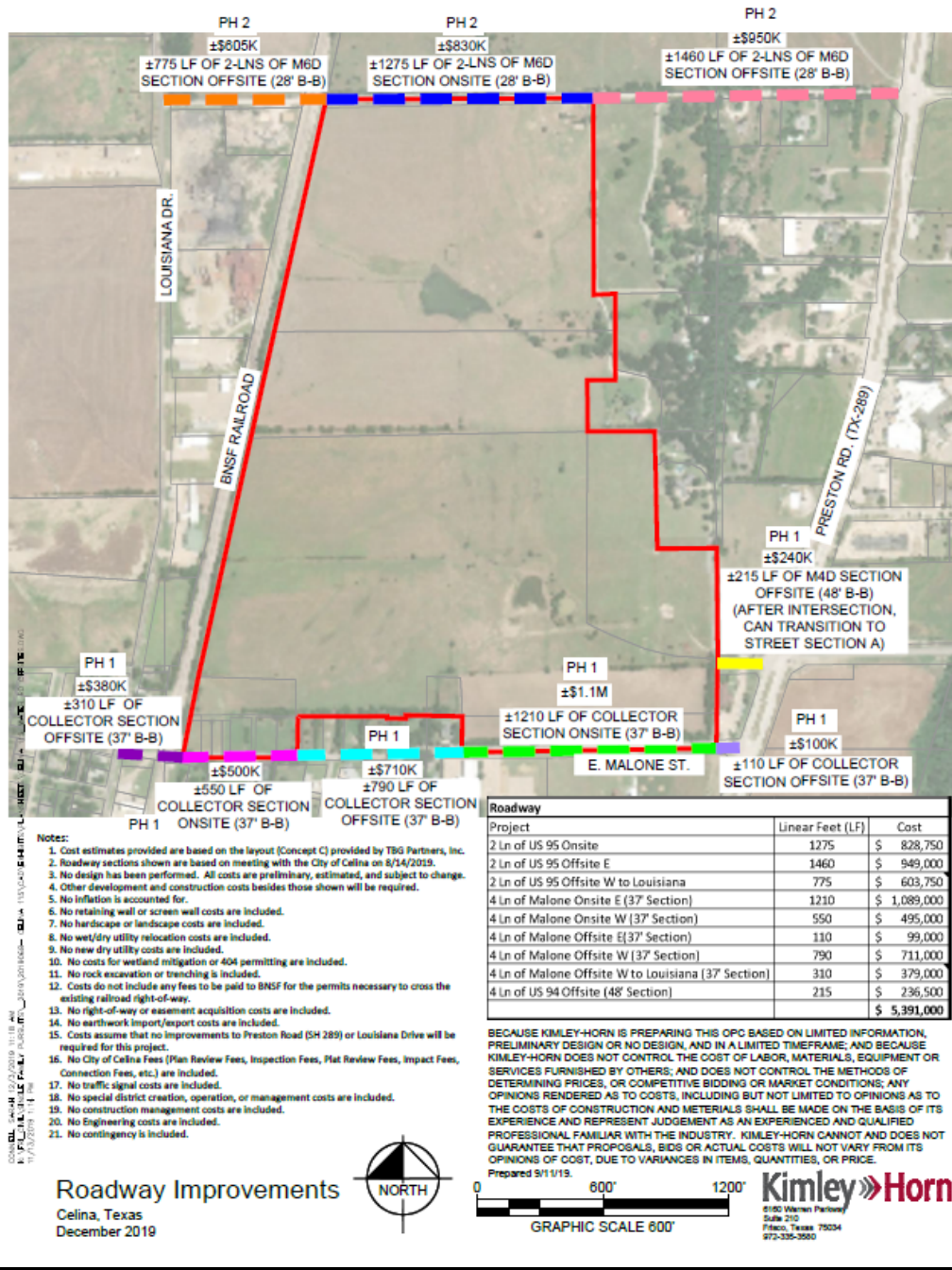
Front Street “build-to-zone”	Min. 15', max. 26' from property line
Side “build-to-zone”	Min. 15'
Min. Rear Yard	Min. 25'

b. Non-residential

- i. Minimum ground floor-to-ceiling height to be 12'.

Front Street “build-to-zone”	Min. 15', max. 26' from property line
Side Yard	0', except where non-residential abuts residential lots, in which case the requirement shall be the same as the adjoining residential zone
Min. Rear Yard	0', except where non-residential abuts residential lots, in which case the requirement shall be the same as the adjoining residential zone

EXHIBIT E
ROADWAY IMPROVEMENTS



Attachment: Development Agreement (Northside at Rollertown - Development Agreement)

EXHIBIT E-2

STREET CROSS SECTIONS

Diagram illustrating the typical section of Collector B, showing a cross-section of the road and surrounding areas. The total width is 70'. The sections are defined as follows:

- 8.0' PARKWAY (Left and Right)
- 8.0' PARKING (Left and Right)
- 38.0' B-B (Main Roadway)
- 11.0' LANE (Left and Right)
- 8.0' TRAIL (Left and Right)

The diagram also shows a car in the center lane and trees along the sides.

COLLECTOR B
TYPICAL SECTION

Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS NON-CERTIFICATED IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A PROFESSIONAL ENGINEER'S REVIEW. IT IS NOT TO BE USED FOR CONSTRUCTION.

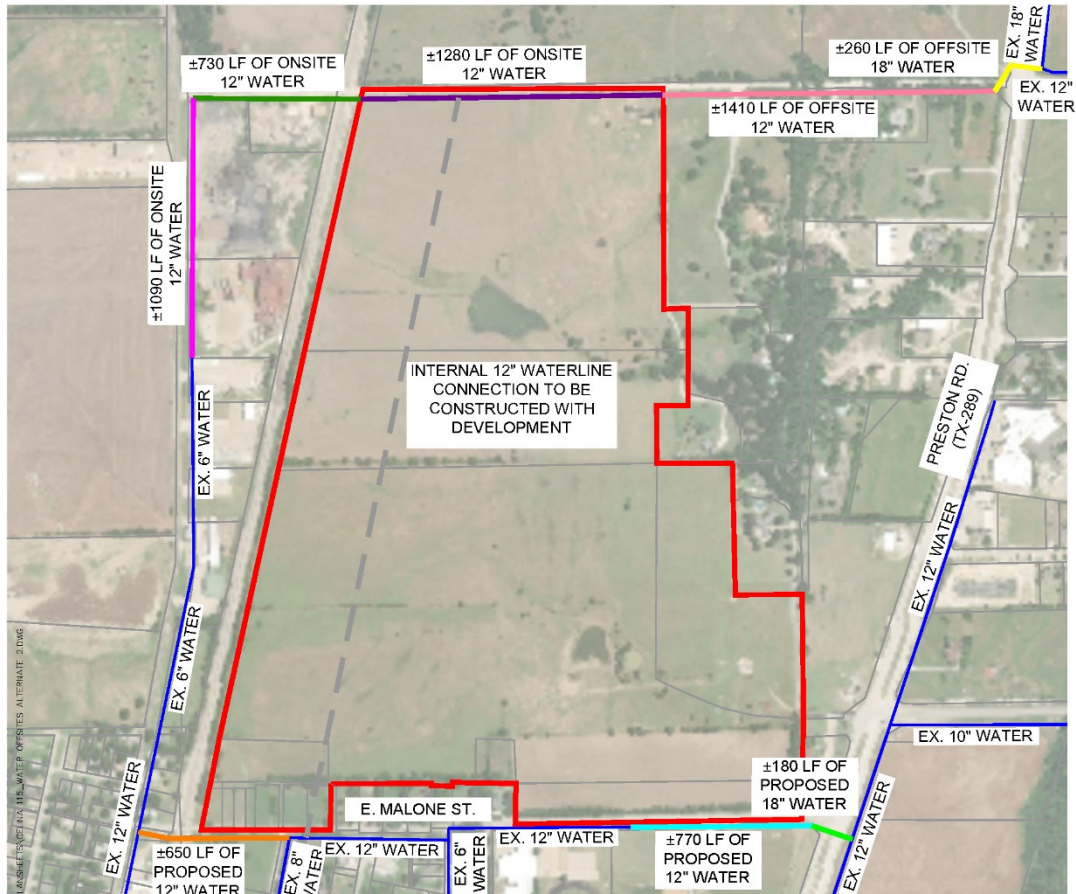


Celina, Texas
September 2019

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EXHIBIT F

OFFSITE WATER LINE IMPROVEMENTS



Notes:

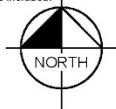
1. Cost estimates provided are based on the layout (Concept C) provided by TBG Partners, Inc.
2. Locations of existing and proposed utility lines are approximate and based on City of Celina Masterplans and Record Drawings.
3. No design has been performed. All costs are preliminary, estimated, and subject to change.
4. Other development and construction costs besides those shown will be required.
5. No inflation is accounted for.
6. No retaining wall or screen wall costs are included.
7. No hardscape or landscape costs are included.
8. No wet/dry utility relocation costs are included.
9. No costs for wetland mitigation or 404 permitting are included.
10. No rock excavation or trenching is included.
11. Costs do not include any fees to be paid to BNSF for the permits necessary to cross the existing railroad right-of-way.
12. This OPC assumes that the proposed City of Celina water lines and storage system will provide sufficient pressure and fire flow for the project.
13. No water capacity/pressure/fire flow design or analysis has been performed.
14. No right-of-way or easement acquisition costs are included.
15. No earthwork import/export costs are included.
16. Costs assume that no improvements to Preston Road (SH 289) will be required for this project.
17. No City of Celina Fees (Plan Review Fees, Inspection Fees, Plat Review Fees, Impact Fees, Connection Fees, etc.) are included.
18. No traffic signal costs are included.
19. No special district creation, operation, or management costs are included.
20. No construction management costs are included.
21. No Engineering costs are included.
22. No contingency is included.

BECAUSE KIMLEY-HORN IS PREPARING THIS OPC BASED ON LIMITED INFORMATION, PRELIMINARY DESIGN OR NO DESIGN, AND IN A LIMITED TIMEFRAME, AND BECAUSE KIMLEY-HORN DOES NOT CONTROL THE COST OF LABOR, MATERIALS, EQUIPMENT OR SERVICES FURNISHED BY OTHERS, AND DOES NOT CONTROL THE METHODS OF DETERMINING PRICES, OR COMPETITIVE BIDDING OR MARKET CONDITIONS, ANY OPINIONS RENDERED AS TO COSTS, INCLUDING BUT NOT LIMITED TO OPINIONS AS TO THE COSTS OF CONSTRUCTION AND MATERIALS SHALL BE MADE ON THE BASIS OF ITS EXPERIENCE AND REPRESENT JUDGEMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL FAMILIAR WITH THE INDUSTRY. KIMLEY-HORN CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS OR ACTUAL COSTS WILL NOT VARY FROM ITS OPINIONS OF COST, DUE TO VARIANCES IN ITEMS, QUANTITIES, OR PRICE.

Prepared 9/11/19.

Waterline Improvements

Celina, Texas
December 2019



Kimley»Horn
6150 Warren Parkway
Suite 210
Frisco, Texas 75034
972-335-3560

OFFSITE WASTEWATER LINE IMPROVEMENTS

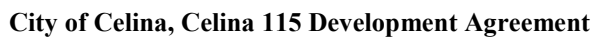
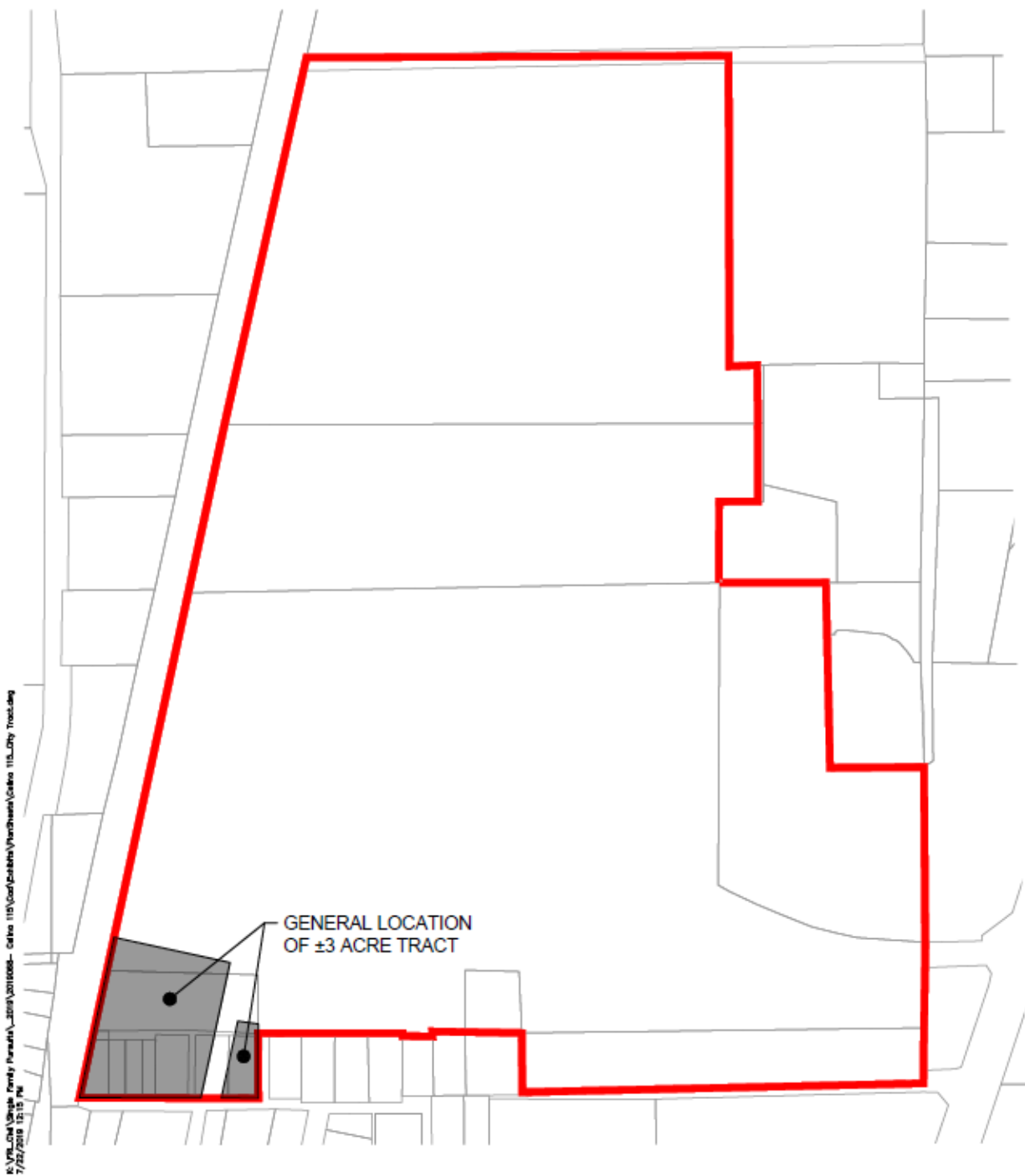


EXHIBIT H
CITY TRACT



K:\VPL_College Family Parade\2019\20190606 - Celina 115\Col\Exhibits\Map\Map\Celina 115_City Tract.dwg
7/22/2019 12:15 PM

DWG NAME: Celina, Texas
LAST SAVED: December 2019

Kimley»Horn
6180 Western Parkway
Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-628
THIS DRAWING IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA). IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KHA.

Attachment: Development Agreement (Northside at Rollertown - Development Agreement)

EXHIBIT I
TRAIL EXHIBIT



Attachment: Development Agreement (Northside at Rollertown - Development Agreement)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: December 10, 2019
 Re: Stelzer Tract - Rezoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance 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 rezoning approximately 16 acres of land from Planned Development District (PD) with Heavy Industrial (HI) base zoning, to Multi-Family Urban Edge District (MF-2) zoning; generally located on the northwest corner of the BNSF Railroad and Frontier Parkway, within the City Limits. (Stelzer Tract - Rezoning) (McAfee)

Applicant:

Kimley-Horn and Associates, Inc.
 6160 Warren Parkway, Suite 210
 Frisco, TX 75034

Background Information:

The property is located west of the BNSF Railroad and north of Frontier Parkway. The property is approximately 16 acres and is zoned Planned Development (PD), with a base zoning of Industrial District (I). The applicant requests to rezone the property to MF-2 Multi-Family Urban Edge District. At this time, there are no plans to develop the subject property. Staff believes that the base zoning is a better situation than the existing PD.

Board Review/Citizen Input:

At the November 19, 2019 Planning & Zoning Commission regular meeting, the Commission unanimously voted to recommend approval of the rezoning request.

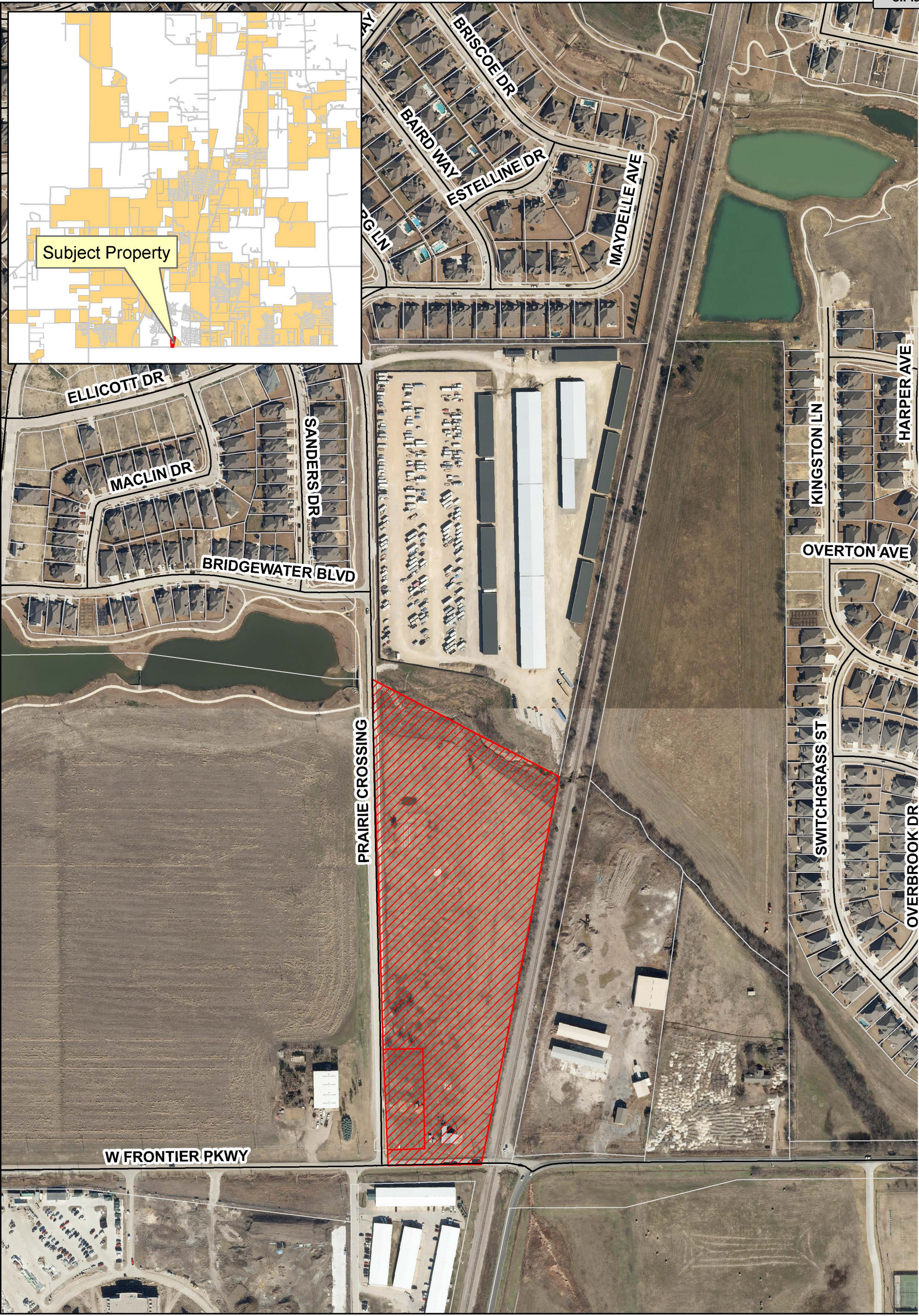
As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Staff Presentation
- Proposed Ordinance

Staff Recommendation:

Staff recommends approval.



Prairie Crossing Location Map

Date: 11/5/2019

Legend

- Roads
- Prairie Crossing
- Parcels

0 285 570 Feet

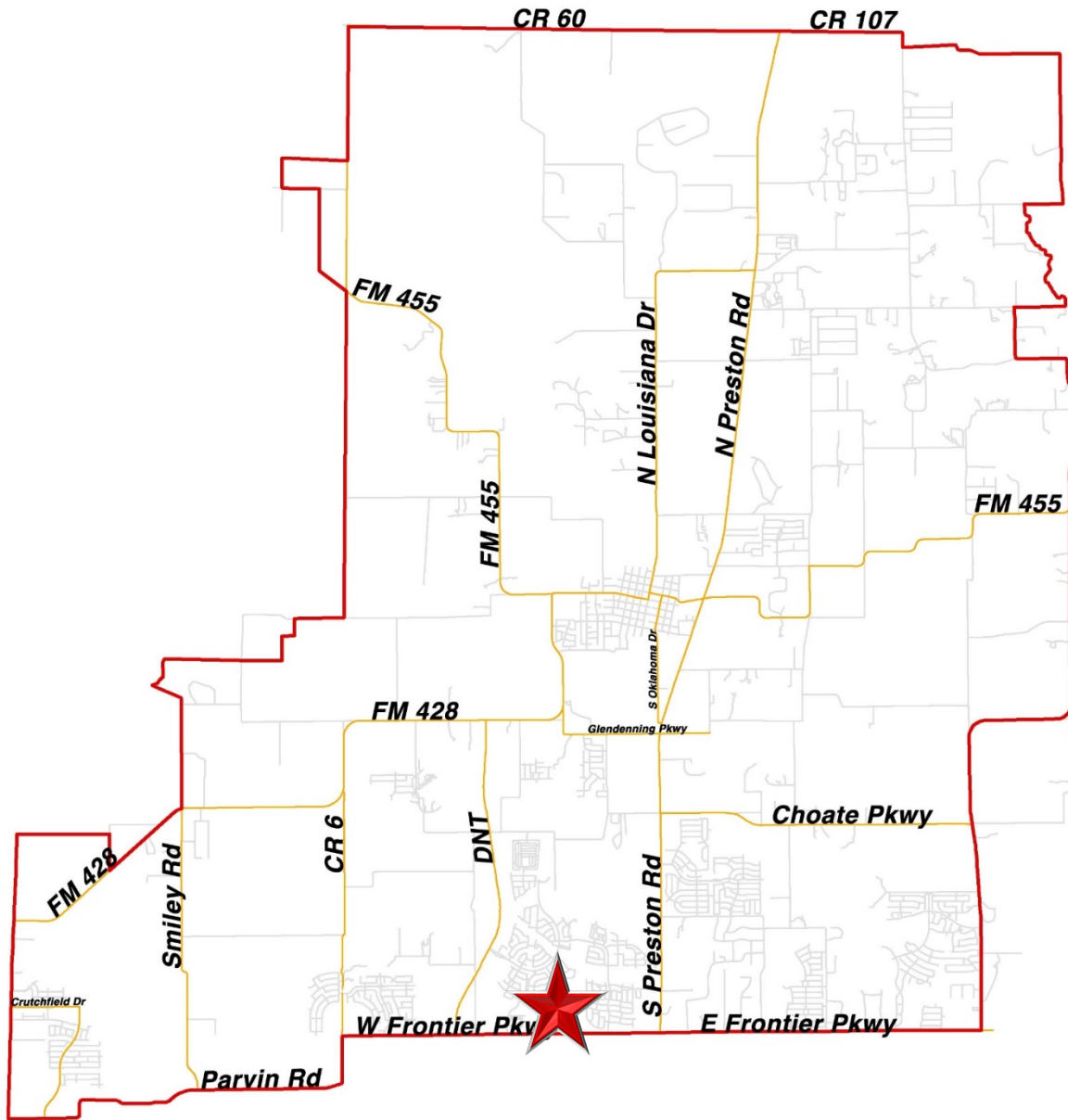
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Prairie Crossing

Rezoning

City Council

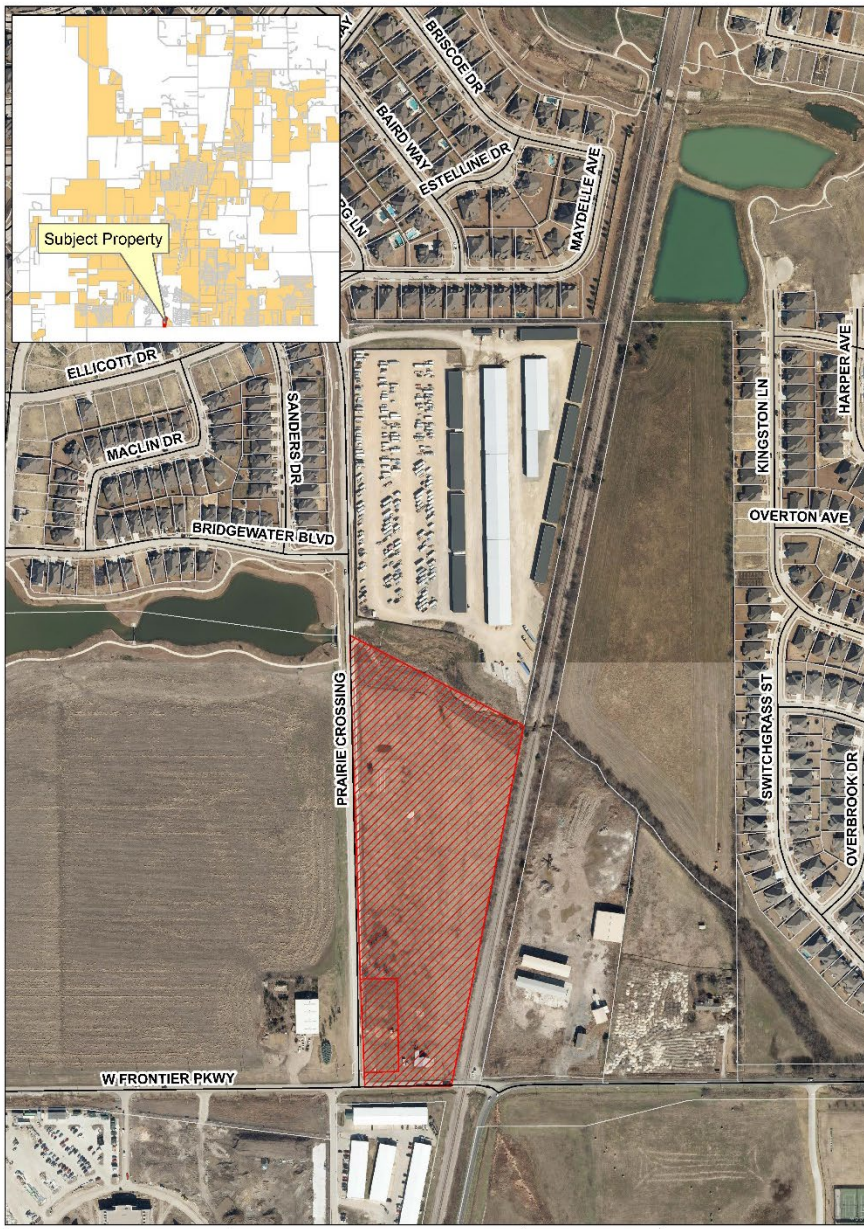
December 10, 2019



Attachment: Staff Presentation (Stelzer Tract - Rezoning)

Location Map

The subject property is located west of the BNSF Railroad and north of Frontier Parkway



Background

- The property is approximately 16 acres
- This property is currently zoned PD-83 with an Industrial base zoning district
- The request is to rezone the property to MF-2, Multi-Family Urban Edge District
- At this time, there are no plans to develop the subject property

Policy Considerations

- The subject property is located under the shadow of a future bridge, west of the railroad tracks, and south of an intense storage business
- The land owner desires to have multi-family zoning instead of industrial zoning
- Base zoning is preferred over legacy PDs, from a City perspective

P&Z Public Hearing

- No residents spoke during the public hearing.

Recommendation

- Notices were published in compliance with State and local law.
- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its November 19th regular meeting
- Staff has no objection to the requested rezoning and recommends approval

CITY OF CELINA, TEXAS

ORDINANCE 2019-_____
PRAIRIE CROSSING (STELZER TRACT)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 16 ACRE TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY #14, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF THE BNSF RAILROAD AND NORTH OF FRONTIER PARKWAY, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED MULTI-FAMILY URBAN EDGE DISTRICT “MF-2”; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT REGULATIONS; 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, this Ordinance amends PD #83, which has previously been amended by ordinance 2017-50.

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 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 Multi-Family Urban Edge District “MF-2” on a certain tract of land described in Exhibit “A”.

SECTION 4 **ZONING DESIGNATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein as Multi-Family Urban Edge District “MF-2”.

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 10th day of December, 2019.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance for Council (Stelzer Tract - Rezoning)

Exhibit A
Property Exhibit



Attachment: Draft Ordinance for Council (Stelzer Tract - Rezoning)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: December 10, 2019
Re: Stelzer Tract - DA

Action Requested:

Consider and act upon a request for a development agreement for the Stelzer Tract; generally located on the northwest corner of the BNSF Railroad and Frontier Parkway, within the City Limits. (Stelzer Tract - DA) (McAfee)

Applicant:

Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, TX 75034

Background Information:

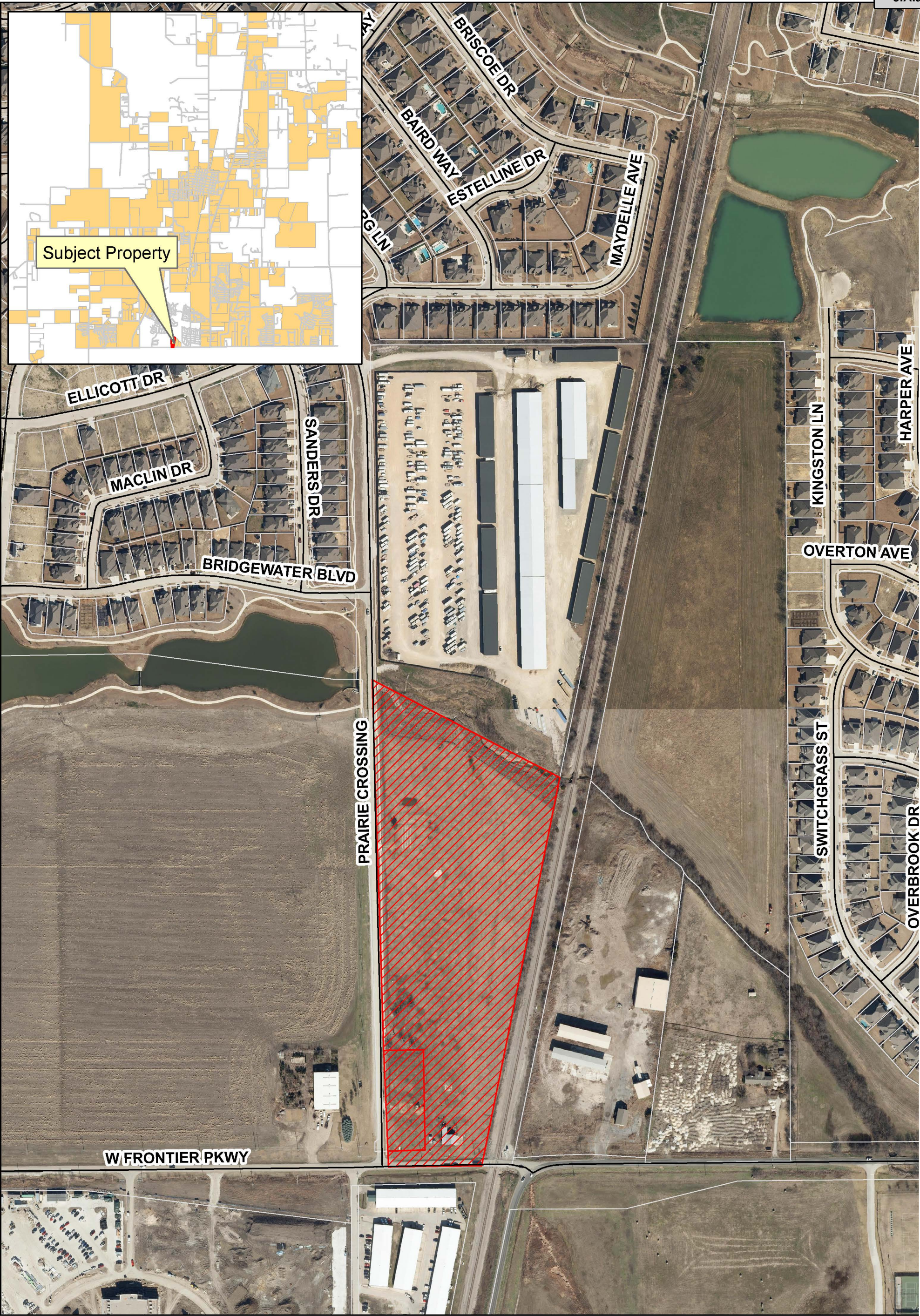
The property is located west of the BNSF Railroad and north of Frontier Parkway. The property is approximately 16 acres and has a rezoning case concurrently being considered on tonight's agenda. This proposed Development Agreement and Zoning are considered linked.

Supporting Document:

- Location Map
- Proposed DA

Staff Recommendation:

Staff recommends approval.



Prairie Crossing Location Map

Date: 11/5/2019

Legend

- Roads
- Prairie Crossing
- Parcels

0 285 570 Feet

Packet Pg. 319

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into by and between BG-GBT Celina 15 LP, a Texas limited partnership (the “Owner”), and the City of Celina, Texas (the “City”), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement (the “Effective Date”).

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, this City is a home-rule municipality of the State of Texas located within Denton County and Collin County;

WHEREAS, the Owner and the City (which are sometimes individually referred to as a “Party” and collectively as the “Parties”) desire to enter into this Agreement; and

WHEREAS, the Owner owns and intends to develop an approximately 15.5 acre tract of land described be metes and bounds on Exhibit A attached hereto (the “Property”); and

WHEREAS, the Property is located wholly within the corporate limits of the City; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City’s zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the City holds the certificates of convenience and necessity (the “CCNs”) to provide retail water and wastewater service to the Property and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, LFC Land Company II, LLC, a Texas limited liability company (“LFC”) is under contract, or intends to enter into a contract, to sell the land adjacent to the Property (the “Adjacent Land”) to BB Living Management, LLC, an Arizona limited liability company (“BB Living”); and

WHEREAS, BB Living intends to develop the Adjacent Land, and said development will include the construction of a wastewater line (the “Sewer Line”); and

Attachment: Development Agreement (Stelzer Tract - DA)

WHEREAS, as the CCN holder, the City intends to require BB Living to size the Sewer Line to adequately serve at least 380 living unit equivalents (“LUE”) of Urban Edge Multi-Family development located on the Property; and

WHEREAS, Collin County (the “County”) has informed the Owner of its plans to expand FM 1461 (the “Expansion Project”) and has started condemnation proceedings which include taking a portion of the Property for such expansion; and

WHEREAS, the Owner intends to accept the County’s final offer of \$717,815.00, as stated in a letter received from the County (the “Final Offer Letter”), as compensation for such taking, and such Final Offer Letter is attached hereto as Exhibit B attached hereto; and

WHEREAS, the Owner intends to allow for a detour route through the Property during the construction of the Expansion Project, as shown on Exhibit C attached hereto (the “Detour Route”); and

WHEREAS, the Parties agree that development of the Property can best proceed pursuant to a development agreement such as this Agreement; 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 sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I

GENERAL TERMS AND DEFINITIONS

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

1.2 Definitions. Unless the context requires otherwise, the following terms have the meanings hereinafter set forth:

Adjacent Land is defined in the Recitals.

Agreement is defined in the introductory paragraph.

BB Living means BB Living Management, LLC, an Arizona limited liability company.

CCN is defined in the Recitals.

City is defined in the introductory paragraph.

City Assignee is defined in Section 7.2.

City Council means the city council of the City.

City Regulations means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

County is defined in the Recitals.

Detour Route is defined in the Recitals.

Effective Date is defined in the introductory paragraph.

Expansion Project is defined in the Recitals.

Final Offer Letter is defined in the Recitals.

LFC means LFC Land Company II, LLC, a Texas limited liability company.

LUE is defined in the Recitals.

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 7.1.

Parties means the Owner and the City.

Party means the Owner or the City.

Property means the real property described by metes and bounds on Exhibit A.

Sewer Line is defined in the Recitals.

Urban Edge Multi-Family means development designated as MF-2 pursuant to the City of Celina's Zoning Ordinance.

ARTICLE II

DEVELOPMENT REGULATIONS

2.1 Full Compliance with City Standards. Development of the Property shall be subject to the City Regulations, and except as modified herein, the MF-2 district, which the Property is zoned.

2.2 Building Codes, Fire Codes and Building Materials. *As consideration for the City securing sufficient capacity in the Sewer Line to serve at least 380 LUEs of Urban Edge Multi-Family development on the Property, Owner has requested and the Parties agree that Exhibit D, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Property for forty-five (45) years, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.*

ARTICLE III **WATER AND WASTEWATER SERVICE**

3.1 Wastewater Line Oversizing. The Parties acknowledge that BB Living is constructing or plans to construct the Sewer Line to serve the Adjacent Property. The City, as the CCN holder, hereby agrees to require BB Living to size the Sewer Line to adequately serve 380 LUEs of Urban Edge Multi-Family development on the Property. The Owner hereby agrees that if oversizing the Sewer Line is necessary and BB Living requests the City to participate in the cost of oversizing the Sewer Line to serve at least 380 LUEs of Urban Edge Multi-Family development on the Property, the Owner will pay for such cost on behalf of the City.

3.2 Wastewater Capacity. The City agrees that once the Sewer Line is appropriately sized to adequately serve 380 LUEs of Urban Edge Multi-Family development on the Property, the City shall ensure that the City has sufficient wastewater capacity to serve at least 380 LUEs of Urban Edge Multi-Family development on the Property.

3.3 Water Capacity. The City hereby acknowledges that it has adequate water capacity sufficient to serve 380 LUEs of Urban Edge Multi-Family development on the Property.

3.4 Retail Service. The City agrees to provide retail water and wastewater service to the Property, pursuant to the City's water and wastewater CCN Nos. 12667 and 20764, respectively.

ARTICLE IV **ROAD EXPANSION PROJECT**

4.1 FM 1461 Expansion and Final Offer. The Parties are aware of the County's Expansion Project and the condemnation proceedings which include taking a portion of the Property necessary for such expansion. The Owner has received the Final Offer Letter from the County attached hereto as Exhibit B, offering the Owner \$717,815.00 as just compensation for taking the portion of the Property necessary for the Expansion Project. The Owner hereby agrees that it will accept the County's final offer within fifteen (15) days of the Effective Date of this Agreement.

4.2 Detour Route. The Owner hereby agrees to allow for the Detour Route on the location as depicted in the attached Exhibit C to pass through the Property throughout the construction of the Expansion Project.

ARTICLE V

TERM

The term of this Agreement shall be for a period of twenty (20) years from the Effective Date, except that Exhibit D and Section 2.2, plus any provisions of this Agreement related to Exhibit D and Section 2.2, shall have a term of forty-five (45) years. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

6.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

6.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VII

ASSIGNMENT AND ENCUMBRANCE

7.1 Assignment by Owner to Successor Owners.

(a) Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an

“Owner Assignee”) that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the “Owner” and a “Party,” and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee’s failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee’s Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

7.2 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written Notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a “City Assignee”). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, Owner agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee’s failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within 15 days after execution, the City shall not be released

until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

7.3 Encumbrance by Owner and Assignees. Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

7.4 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

7.5 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE VIII

RECORDATION AND ESTOPPEL CERTIFICATES

8.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and

constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

8.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City \$1,000 at the time of the Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE IX **ADDITIONAL PROVISIONS**

9.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

9.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: jlaumer@celina-tx.gov TEL: (972) 382-2682 FAX: (972) 382-3736
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With a copy to: Attn: Julie Fort
 Messer, Rockefeller & Fort, PLLC
 6371 Preston Road, Suite 200
 Frisco, Texas 75034
 E-mail: Julie@txmunicipallaw.com
 TEL: (972) 668-6400
 FAX: (972) 668-6414

To the Owner: Attn: Ryan Griffin
 BG-GBT Celina 15 LP
 9550 John W. Elliott Dr., Suite 106
 Frisco, Texas 75033
 TEL: (214) 975-0808
 FAX: (214) 975-0811

With a copy to: Attn: Mindy L. Koehne
 Coats Rose, P.C.
 14755 Preston Road, Suite 600
 Dallas, Texas 75254
 TEL: (972) 788-1600
 FAX: (972) 702-0662

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

9.3 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.

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

9.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

9.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

9.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

9.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

9.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

9.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

9.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Final Offer Letter
Exhibit C	Detour Route

9.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its

sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

9.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three 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, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. 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.

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED by the City and Owner on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM

Julie Fort, Attorney for City

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 10th day of December, 2019, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

Notary Public, State of Texas

(SEAL)

Attachment: Development Agreement (Stelzer Tract - DA)

OWNER:

BG-GBT CELINA 15 LP,
a Texas limited partnership

By: _____

Name: Ryan Griffin

Title: Manager

STATE OF TEXAS

§§§

COUNTY OF _____

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2019, personally appeared Ryan Griffin, Manager of BG-GBT Celina 15 LP, a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said limited partnership.

Notary Public, State of Texas

(SEAL)

Attachment: Development Agreement (Stelzer Tract - DA)

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land #14 Survey, Abstract No. 167, Collin County, Texas and being part of a 37.829 acre tract as conveyed to The Graham S. Stelzer, SR. Revocable Living Trust and recorded in County Clerks No. 20070410000482990, Official Public Records of Collin County (O.P.R.C.C.T.), Texas, also being part of a 1.000 acre tract as conveyed to Lotti L. Quick and David J. Quick and recorded in Instrument No. 20110825000899650, 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 37.829 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 37.829 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 37.829 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 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 south line of said 22.334 acre tract, a distance of 679.81 feet to the southeast corner of said 22.334 acre tract in the west line of Burlington Northern Santa Fe Railroad Company tract also being on the east line of said 37.829 acre 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 37.829 acre tract, a distance of 1285.38 feet to the **POINT OF BEGINNING** and containing 15.470 acres of land, more or less.

Attachment: Development Agreement (Stelzer Tract - DA)

EXHIBIT B

Final Offer Letter



A Collin County Partner

wood.

July 25, 2019

BG-GBT Celina 15 LP
c/o Frisco Construction Services
Attn: Mr. Ryan Griffin
9550 John W. Elliott Dr., Suite 106
Frisco, TX 75033

Certified Mail 7019 0140 0000 2814 0171

Subject: FINAL OFFER LETTER
Frontier Parkway, Right-of-Way Acquisition
Permanent Right-of-Way – 0.18 acre (7,832 square feet) out of the Collin County School Land #14 Survey, Abstract No. 167, The Town of Celina, Collin County (Parcel 3)

Permanent Right-of-Way – 0.27 acre (11,922 square feet) and Temporary Construction Easement – 0.66 acre (28,883 square feet) out of the Collin County School Land #14 Survey, Abstract No. 167, The Town of Celina, Collin County (Parcel 4)

Dear Mr. Griffin:

On behalf of the Collin County, Wood Environment & Infrastructure Solutions, Inc. (Wood), is hereby forwarding to you a final offer letter in the amount of **SEVEN HUNDRED SEVENTEEN THOUSAND, EIGHT HUNDRED FIFTEEN DOLLARS and NO/100 (\$717,815.00)** for your property.

As you are aware, your property is affected by Frontier Parkway (C.R. 5) from Dallas North Tollway to State Highway 289 project and as such, your property is necessary to complete this project. The property to be acquired is all of **Permanent Right-of-Way – 0.18 acre (7,832 square feet) out of the Collin County School Land #14 Survey, Abstract No. 167, The Town of Celina, Collin County (Parcel 3), and Permanent Right-of-Way – 0.27 acre (11,922 square feet) and Temporary Construction Easement – 0.66 acre (28,883 square feet) out of the Collin County School Land #14 Survey, Abstract No. 167, The Town of Celina, Collin County (Parcel 4)** located in Collin County, Texas.

If you desire to accept this offer, please advise us as soon as possible. If this offer is not accepted within 14 days from the date of this letter, it must be considered as having been rejected. If you elect to reject this offer, eminent domain proceedings will be initiated by the County.

This final offer to purchase your property includes all improvement(s), which are considered to be part of the real property as identified in the completed appraisal report. Finally, please see the enclosed copy of the Texas Landowner Bill of Rights for review.

Respectfully,

Mindy Pittman
Sr. Project Manager
O: 469-828-4125 | M: 469-657-9892

Respectfully,

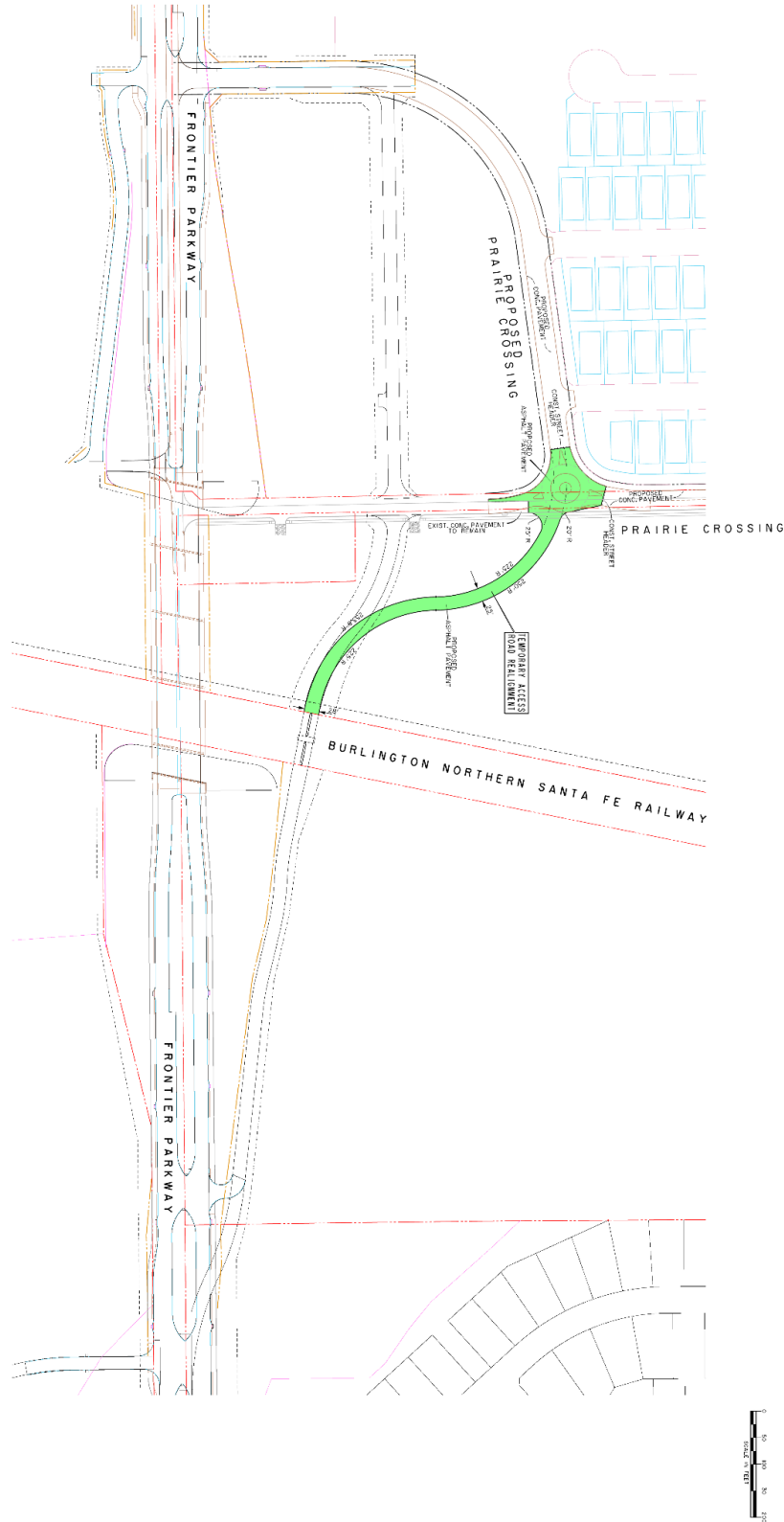
Michelle Bartley
Sr. Project Coordinator
O: 469-828-4142 | M: 972-746-9444

Wood Environment & Infrastructure Solutions, Inc.
4801 Spring Valley Road, Suite 125 • Dallas, TX 75244 • Phone: 469-828-4100 • Fax: 469-828-4110



Attachment: Development Agreement (Stelzer Tract - DA)

EXHIBIT C Detour Route





Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Kim Brawner, Director of Engineering
Date: December 10, 2019
Re: Library Remodel

Action Requested:

Consider and act to authorize the purchase of library equipment and services from Libra-Tech Corporation through an interlocal agreement with BuyBoard, contract #584-19 and minor construction services through Hill & Wilkinson. (Berry/Brawner)

Background Information:

Libra-Tech Corporation will provide new shelving, flooring, carts, and seating for the Library. Additionally, they will pack and move all books to storage during the remodel. The remodel will reconfigure the current space allowing for a better overall setup.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

Funding is available in project B17 City Hall Renovations.

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

Supporting Documents:

Quote

Staff Recommendation:

Staff recommends authorizing the library renovations from Libra-Tech in an amount not to exceed \$70,000.



Libra-Tech Corporation

525 E. Hickory Hill

Argyle, Texas 76226

Ph: 940.464.3033

www.libraryfurniture.com

kelly@libraryfurniture.com

QUOTE #41519 REVISED

DATE: 11/26/2019

TO: Celina Public Library
Attn: Linda Shaw

SHIP TO: Celina Public Library
142 N Ohio Street
Celina, TX 75009

BuyBoard Contract # 584-19

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
 S-5	84 x 39 x 10 Steel single faced shelving starter unit with 1 base shelf, 4 adjustable shelves, and 5 sliding book supports. Finish: Ivory 230	2	\$ 527.00	\$ 1,054.00
 A-5	84 x 39 x 10 Steel single faced shelving adder unit with 1 base shelf, 4 adjustable shelves, and 5 sliding book supports. Finish: Ivory 230	1	\$ 452.00	\$ 452.00
 A-3	84 x 36 x 10 Steel single faced shelving adder unit with 1 base shelf, 4 adjustable shelves, and 5 sliding book supports. Finish: Ivory 230	4	\$ 381.00	\$ 1,524.00
 A-7	84 x 30 x 10 Steel single faced shelving adder unit with 1 base shelf, 2 adjustable shelves, and 3 sliding book supports. Finish: Ivory 230	2	\$ 370.00	\$ 740.00

Attachment: Libra-Tech Quote #41519 REVISED - Celina Public Library 11-26-19 (002) (Library Renovations Equipment)

 S-6	48 x 39 x 10 Steel single faced shelving starter unit with 1 base shelf, 2 adjustable shelves, and 3 sliding book supports. Finish: Ivory 230	2	\$ 311.00	\$ 622.00
 S-1	48 x 30 x 10 Steel single faced shelving starter unit with 1 base shelf, 2 adjustable shelves, and 3 sliding book supports. Finish: Ivory 230	2	\$ 269.00	\$ 538.00
 A-1	48 x 30 x 10 Steel single faced shelving adder unit with 1 base shelf, 2 adjustable shelves, and 3 sliding book supports. Finish: Ivory 230	7	\$ 209.00	\$ 1,463.00
 S-3	48 x 36 x 10 Steel single faced shelving starter unit with 1 base shelf, 2 adjustable shelves, and 3 sliding book supports. Finish: Ivory 230	1	\$ 278.00	\$ 278.00
 A-6	42 x 30 x 10 Steel single faced shelving adder unit with 1 base shelf, 2 adjustable shelves, and 3 sliding book supports. Finish: Ivory 230	6	\$ 204.00	\$ 1,224.00
 A-8	42 x 36 x 10 Steel single faced shelving adder unit with 1 base shelf, 2 adjustable shelves, and 3 sliding book supports. Finish: Ivory 230	2	\$ 212.00	\$ 424.00
 A-4	42 x 39 x 10 Steel single faced shelving adder unit with 1 base shelf, 2 adjustable shelves, and 3 sliding book supports. Finish: Ivory 230	4	\$ 245.00	\$ 980.00

	Adjustable Carol Table- 1- adjustable frame 30" x 23" x 30" with 2- 42" x 10" steel uprights, 2- 36" steel crossbars with 4/bolts and wire management. Finish: Ivory 230	1	\$ 241.00	\$ 241.00
T-2				
	Custom - Desk Top - Laminate Dimensions: 24" W x 31" H x 1"TH Finish: Laminate TBD	1	\$ 350.00	\$ 350.00
T-2				
	Custom - Desk Top Backing - Veneer Dimensions: 30" W x 42" H x .25"TH Finish: Veneer TBD	1	\$ 218.00	\$ 218.00
T-2				
	steel shelving 84" H x 36" W x 10/10" D double faced starter unit including (7) adjustable shelves and (7) sliding book supports Steel Finish: Ivory 230 ***Casters not included***	1	\$ 765.00	\$ 765.00
	Steel shelving 84" H x 36" W x 10/10" D double faced adder unit including (7) adjustable shelves and (7) sliding book supports Steel Finish: Ivory 230 ***Casters not included***	1	\$ 677.00	\$ 677.00
	End Panel Brackets - Single faced Finish: Ivory 230	32	\$ 10.00	\$ 320.00
	End Panel Brackets - Double faced Finish: Ivory 230	4	\$ 11.00	\$ 44.00
	Canopy Top Brackets - 10" Finish: Ivory 230	34	\$ 5.00	\$ 170.00
	Custom - End Panels - Laminate End Panel - Squared Dimensions: 24" W x 84" H x 1"TH Finish: Laminate TBD	2	\$ 420.00	\$ 840.00

	Custom - End Panels - Laminate End Panel - Squared Dimensions: 13" W x 84" H x 1"TH Finish: Laminate TBD	2	\$ 455.00	\$ 910.00
	Custom - End Panels - Laminate End Panel - Squared Dimensions: 13" W x 48" H x 1"TH Finish: Laminate TBD	5	\$ 385.00	\$ 1,925.00
	Custom - End Panels - Laminate End Panel - Squared Dimensions: 13" W x 42" H x 1"TH Finish: Laminate TBD	3	\$ 350.00	\$ 1,050.00
	Custom -Laminate Canopy Top Squared- Dimensions: 13" W x 69" L x 1"TH Finish: laminate TBD	1	\$ 420.00	\$ 420.00
	Custom -Laminate Canopy Top Squared- Dimensions: 13" W x 60" L x 1"TH Finish: Laminate TBD	5	\$ 420.00	\$ 2,100.00
	Custom -Laminate Canopy Top Squared- Dimensions: 13" W x 30" L x 1"TH Finish: Laminate TBD	1	\$ 350.00	\$ 350.00
	Custom -Laminate Canopy Top Squared- Dimensions: 13" W x 36" L x 1"TH Finish: Laminate TBD	1	\$ 350.00	\$ 350.00

	Custom -Laminate Canopy Top Squared- Dimensions: 13" W x 39" L x 1"TH Finish: Laminate TBD	2	\$ 350.00	\$ 700.00
	Custom -Laminate Canopy Top Squared- Dimensions: 13" W x 66" L x 1"TH Finish: Laminate TBD	2	\$ 420.00	\$ 840.00
	Custom -Laminate Canopy Top Squared- Dimensions: 13" W x 75" L x 1"TH Finish: Laminate TBD	1	\$ 455.00	\$ 455.00
	Custom -Laminate Canopy Top Squared- Dimensions: 13" W x 78" L x 1"TH Finish: Laminate TBD	1	\$ 455.00	\$ 455.00
	Custom -Laminate Side Canopy Top Squared- Dimensions: 13" W x 6" L x 1"TH Finish: Laminate TBD	7	\$ 70.00	\$ 490.00
	Custom - Magnetic Chalk Board Signage - Squared Dimensions: 13" W x 48" H x 1"TH Finish: Laminate TBD	5	\$ 245.00	\$ 1,225.00
	Custom - Hanging Sign for Book Return - 24" x 6" Finish: TBD	1	\$ 185.00	\$ 185.00
	Custom - Flying Books 12" x 24" Finish: TBD	2	\$ 185.00	\$ 370.00

FB-1

 FB-2	Custom - Flying Books 18" x 36" Finish: TBD	3	\$ 195.00	\$ 585.00
 T-2	Custom Square Table w/ Casters Dimensions: 48"D x 28"W x 29"H Table Surface Color/Laminate: TBD Edge: Translucent Tapered Acrylic Edge Leg: (4) Finn 29 in H - 2 in Dia Aluminum Leg w/ Casters	2	\$ 1,000.00	\$ 2,000.00
 T-2	Custom Square Table w/ Casters Dimensions: 38"D x 38"W x 28"H Table Surface Color/Laminate: TBD Edge: Translucent Tapered Acrylic Edge Leg: (4) Finn 28 in H - 2 in Dia Aluminum Leg w/ Casters	2	\$ 900.00	\$ 1,800.00
 F-1	Depressible Book Truck - 28"W x 22"D x 24"H - Frame Material: 3/4" plywood Finish: TBD	1	\$ 1,850.00	\$ 1,850.00
 C-1	Reupholster existing wooden chairs Fabric: TBD	6	\$ 220.00	\$ 1,320.00
 C-1	Reupholster existing loung chairs Fabric: TBD	4	\$ 1,235.00	\$ 4,940.00
 T-1	TMC Frurniture - Laminate Plover Occasional Table - 42" Round x 16" H Leg Finish: TBD Top Finish: Laminate TBD Finish: Plywood Edge	1	\$ 1,015.00	\$ 1,015.00
 C-1	TMC Furniture Enshell Chair - SH18" Shell Face: Forbos Marmoleum TBD Base: Nickel Plated Chrome Finish Glide: Nylon Cut-out: Handhold	9	\$ 475.00	\$ 4,275.00

 C-2	TMC Furniture Splash Puddle Stool- SH"24" Dimensions: 24" W x 21" D x 24" H Covered in fabric with high density foam. Base: black powder coated 1" MDF and bolted to seat. COM: TBD	3	\$ 845.00	\$ 2,535.00
 	Carpet Tiles - 194.65 SqYd (Approx 1800 sqft) Color - Tizzy 178132 Rug Colors: Teja 101159 , Albaricoque 101163, Naranja 101164 & Amarillo 101124 **Price includes tear out, adhesive and 4" rope straight base Base Color: TBD	1	\$ 16,600.00	\$ 16,600.00
	Book Move & Return	1	\$ 7,500.00	\$ 7,500.00
	Move existing Shelving per Layout	1	\$ 1,000.00	\$ 1,000.00
Book Count - 17,851			Subtotal:	\$ 70,169.00
			Delivery:	\$ 5,850.00
			Install:	\$ 4,800.00
			Credits:	\$ (3,000.00)
			One Time Discount:	\$ (7,119.00)
			Grand Total:	\$ 70,700.00
50% Deposit Due Upon Receipt				\$ 35,350.00

Terms: 50% deposit due at the time of order placement
50% due upon receipt and installation Freight & Installation are included
Freight & Installation are included

Approved by: ----- Date: -----



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: December 10, 2019
Re: Annexation Policy Update

Action Requested:

Discussion with and direction to Staff regarding the City's growth strategies. (Annexation Policy Update)
(McAfee)

Staff Recommendation:

Staff seeks direction.