



**CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, NOVEMBER 12, 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. Proclamation-Pastor Moore. (Terry)
- B. American Planning Association Award Presentation. (McAfee)
- C. Texas Municipal League Municipal Excellence Award. (Griggs)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Introduction of new employees. (Laumer)
- B. Texas Parks and Wildlife Grant application. (Brawner)
- C. Discussion regarding any and/or all agenda items.
- D. Staff Reports attached

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 551.071, 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.

- 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

- D. 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 - 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. (Toutounchian)
- 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)

- 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)
- 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)

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)
- 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)
- 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).
- 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)

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: November 12, 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:

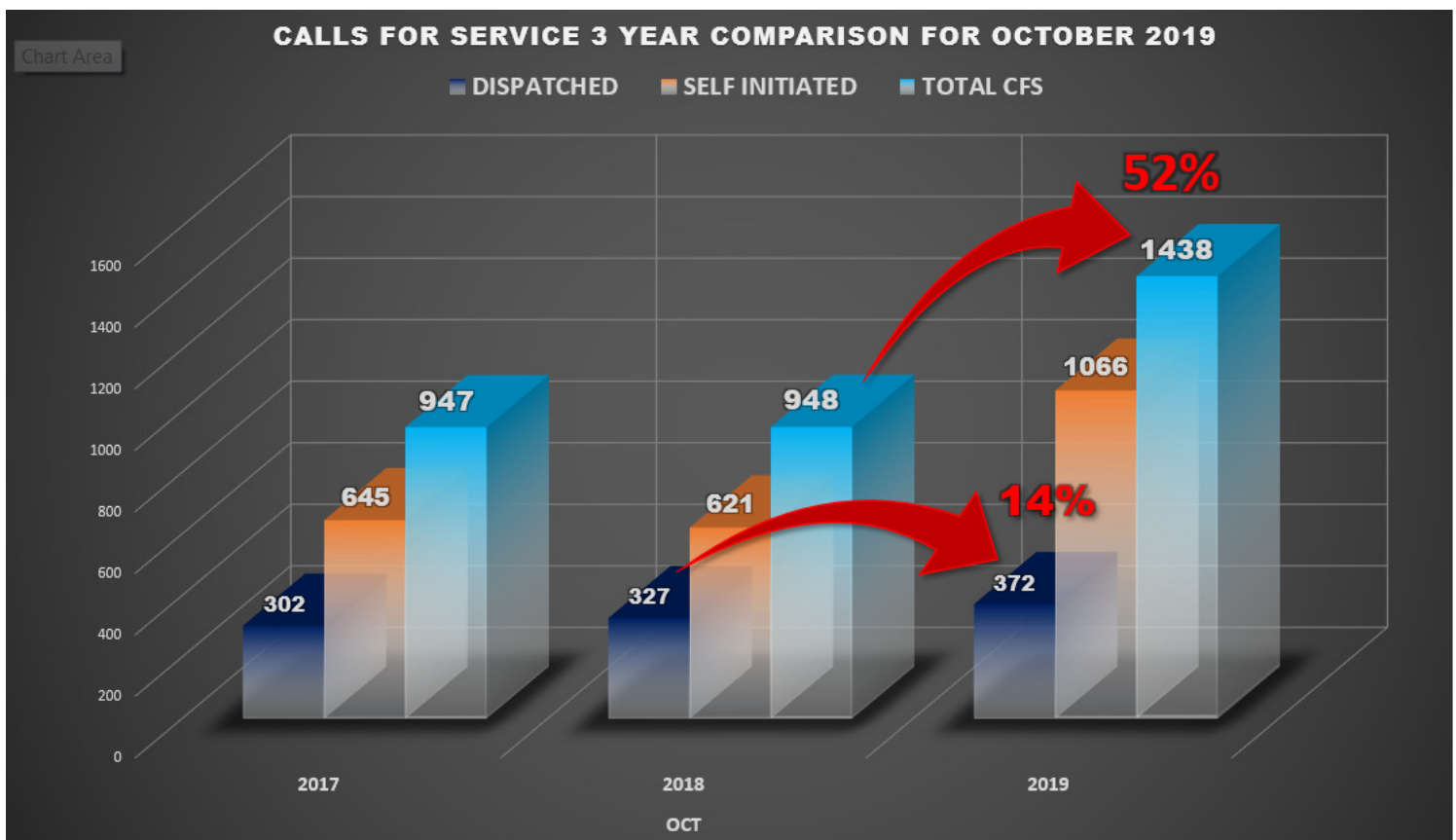


Celina Police Department
City of Celina, Texas

MEMORANDUM

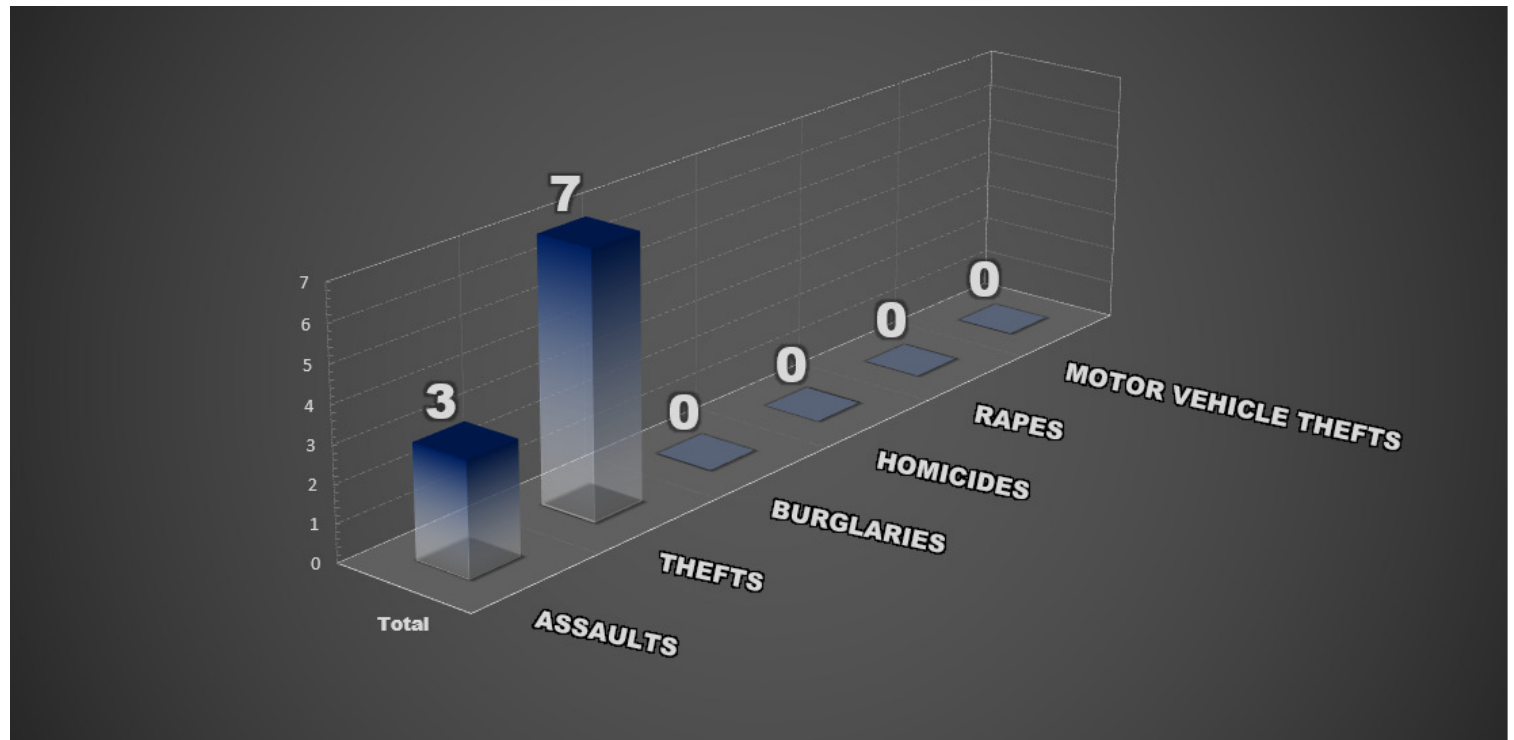
To: Honorable Mayor, Sean Terry and the Celina City Council
From: Tony Griggs, Chief of Police
CC: Jason Laumer, City Manager
Date: 11/12/2019
Re: October 2019 Monthly Police Report

In October 2019, we recorded 1438 Total Calls for Service. Compared to October 2018, our Total Calls for Service increased 52%. Dispatched calls for service increased 14% (Compared to October 2018, there was an increase of 45 more dispatched calls for service.)

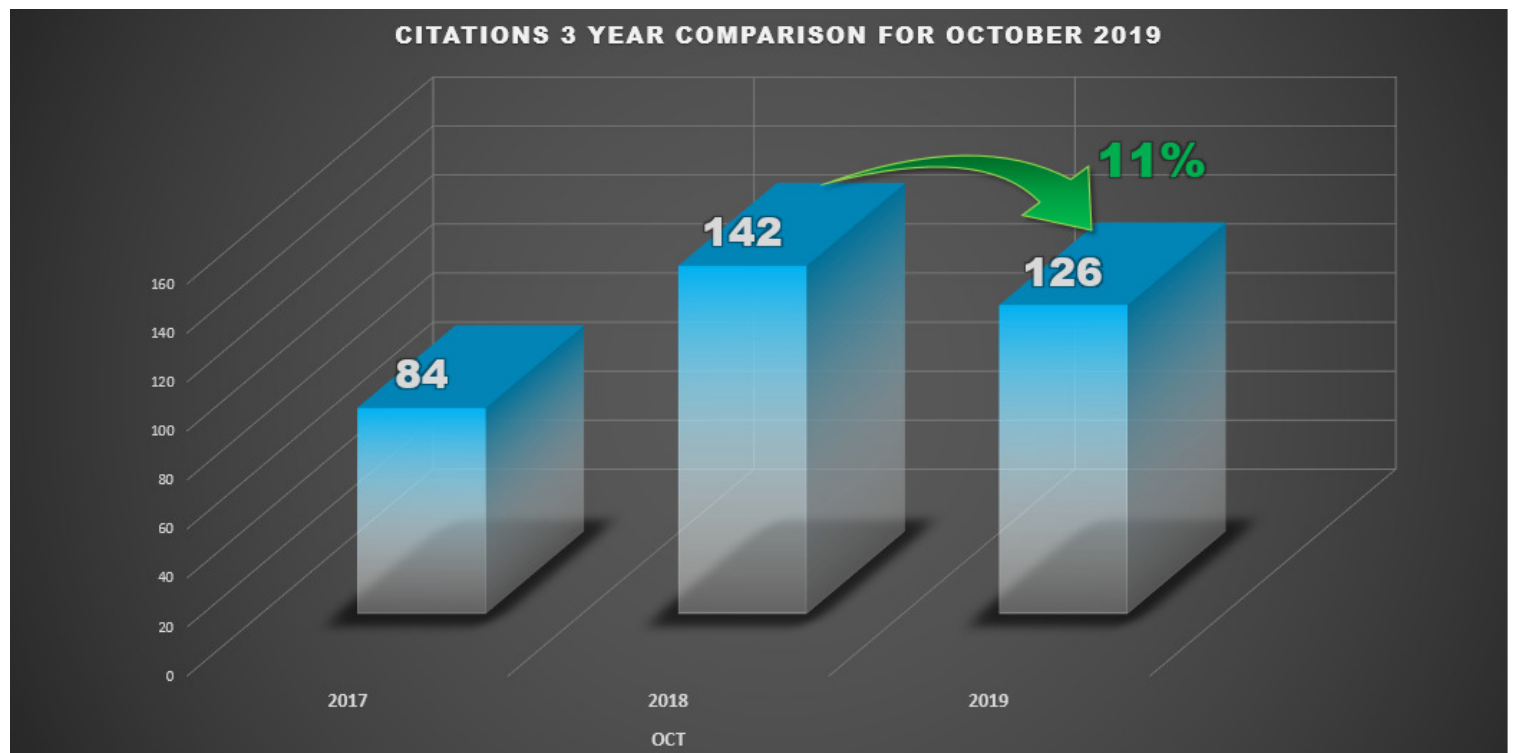


Attachment: 2019 October Monthly Report (Pub Works) (Staff Reports)

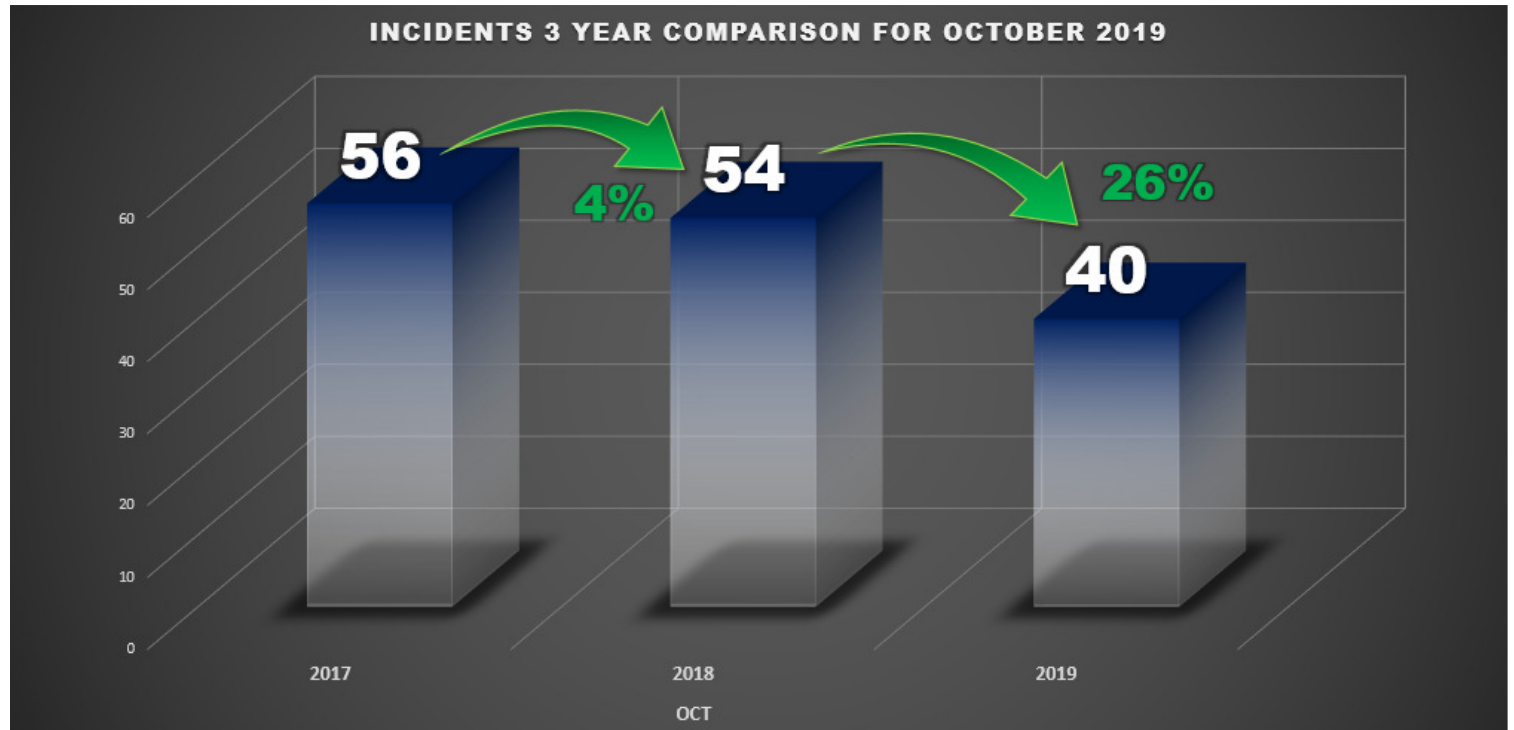
October's Part 1 Crimes indicate 3 Assaults and 7 Thefts. The department continues to focus on the problem solving initiative to prevent construction thefts, the Lock-Take-Hide initiative to encourage the community to lock their vehicles and remove their valuables, and the initiative to prevent domestic violence.



In October, Officers issued 126 citations. This averages to 1.12 citations per officer per 12-hour shift. The total average citation per officer for 2018 was 0.93. Citations are down 11% from October 2018.



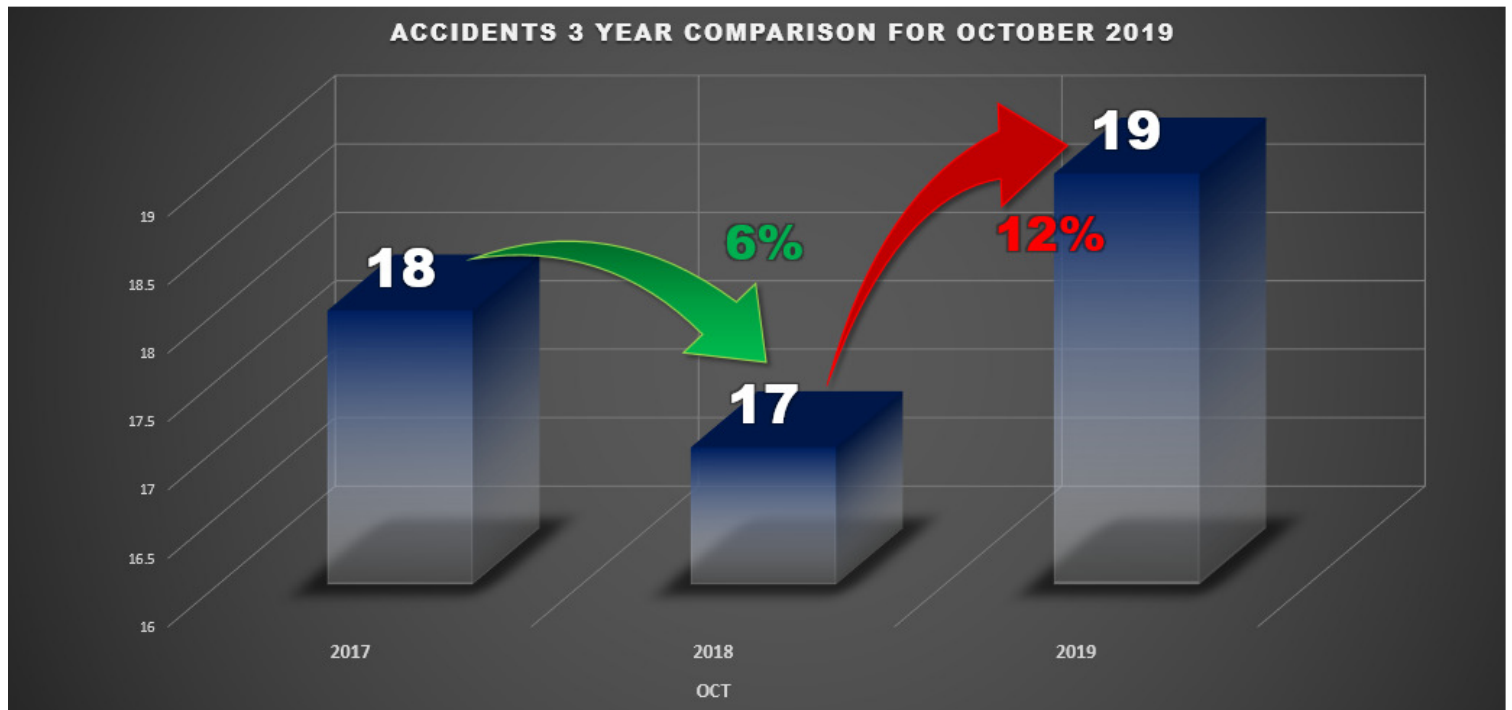
Incidents in October totaled 40. This is a decrease of 26% from October 2018. (Incidents require more officer time to investigate and complete reports.)



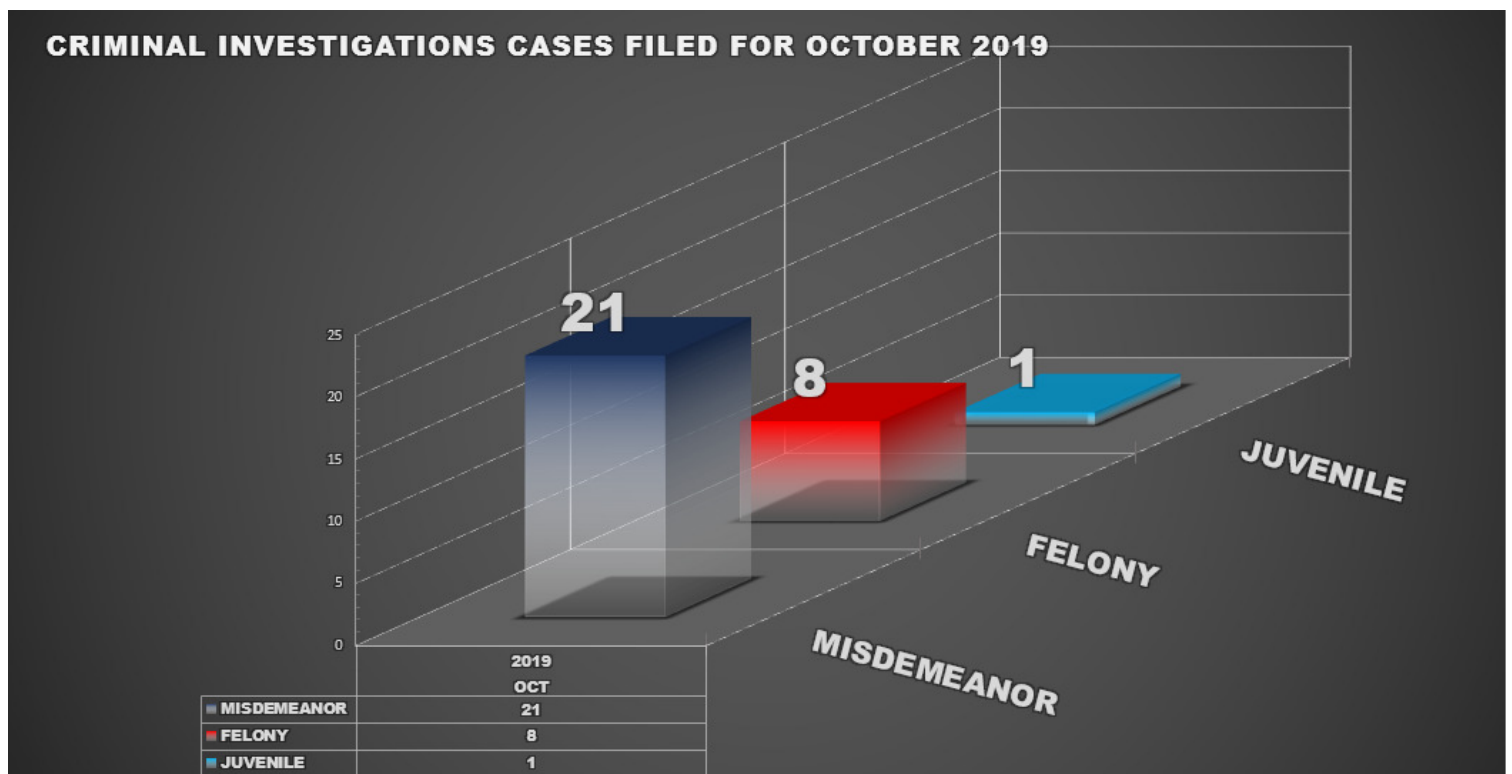
Arrests in October totaled 21. Arrests increased 24% from October 2018. Note: Arrests require a substantial portion of work-hours allocated per shift.



Accidents in October totaled 19, which are up 12% from October 2018.



Criminal Investigations filed 21 misdemeanor cases, 8 felony cases, and 1 juvenile case with the D.A.'s Office in October.



Attachment: 2019 October Monthly Report (Pub Works) (Staff Reports)

Key Department Indicators

Community Policing: The Celina Police Department continues to follow its overarching philosophy of Community Policing and engage the community as a partner in keeping Celina a safe community.

DEA National Prescription Drug Take Back Day



Sergeant Hernandez collected 156 pounds of prescription drugs. This proactive program supports the police department's initiative to prevent substance abuse among minors.

Celina Police Department
Published by Jeremiah Phillips (?) · October 14 at 9:00 PM · 🌐

Are you still doing the #9PMRoutine?

1,777 People Reached 74 Engagements [Boost Post](#)

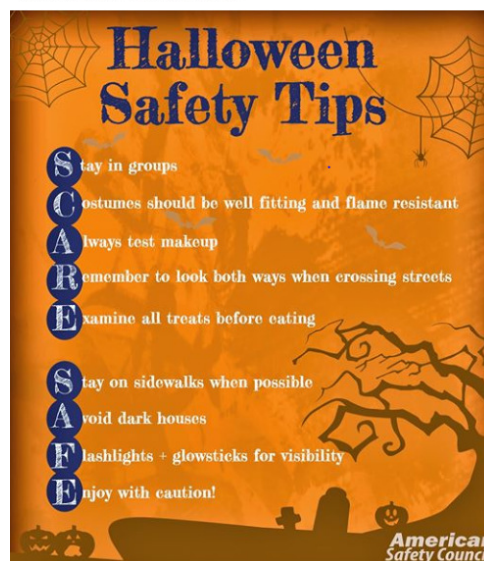
👍 32 3 Comments 3 Shares

The Police Department continues to engage the community and encourage proactive crime prevention and safety.

#9PMRoutine

Celina Police Department
Published by Chase Guidera (?) · October 31 at 10:08 AM · 🌐

Happy Halloween. Stay safe Celina.



Proactive engagement to keep Celina safe!

Problem-Solving Initiative



CELINA-TX.GOV

Celina, TX

The Celina Police Department received the Municipal Excellence Award in Public Safety at the TML conference (October 2019). The award is in recognition of a problem solving initiative to stop construction related thefts that resulted in a 63% reduction in construction thefts. Problem-Solving is a cornerstone of community policing and a key element of the department's Strategic Operations System.

Patrol Intelligence/Narcotics Unit (PINU): The police department received **6 narcotics** related reports and completed 2 Field Interviews in the month of October.

The police department remains focused on our initiative to proactively prevent substance abuse among minors and keep our community safe.

Training: The department continues to focus on training areas identified through strategic analysis and that follow the department's strategic plan.

Individual Officer Training

- Sergeant Peck
 - Child Abduction Rapid Deployment
- Detective Harris
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 - North Texas Facing Family Violence Conference
- Detective Phillips
 - Cell Phone Technology and Forensic Data Recovery
- Officer Cantu
 - Advance Roadside Interview
- Officer Thomas
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- Officer Kincaid
 - Controlled Force
- Officer Robinson
 - Vehicle CQB
- Officer Guidera
 - First Responder Peer Support

Department Training

- Civilian Interaction Training

Training Division

- Conduct Close Quarter Vehicle Engagement Training to SRT

SRT Training

- Monthly Training

Recruit Officer Training

- Officer Patterson
Completed Phase 1 of Field Training

Thank you for your continued support of the Celina Police Department. If you have any questions please contact me at 972-382-2121, or by email at tgriggs@celina-tx.gov.



Tony Griggs
Chief of Police

Celina Police Department
110 N. Colorado St. Celina, TX 75009
Office: 972.382.2121
FAX: 972.382.3879

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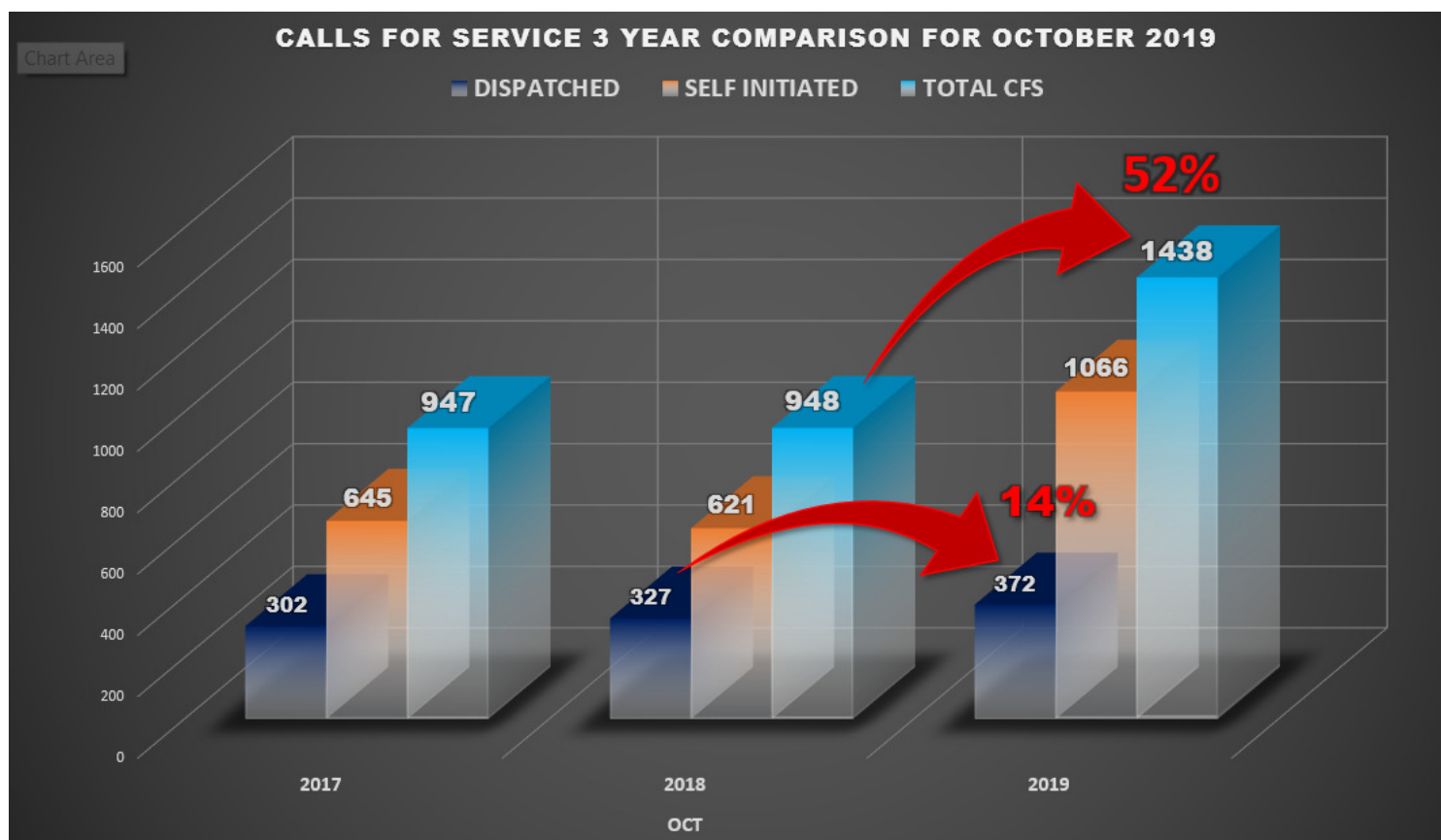


Celina Police Department
City of Celina, Texas

MEMORANDUM

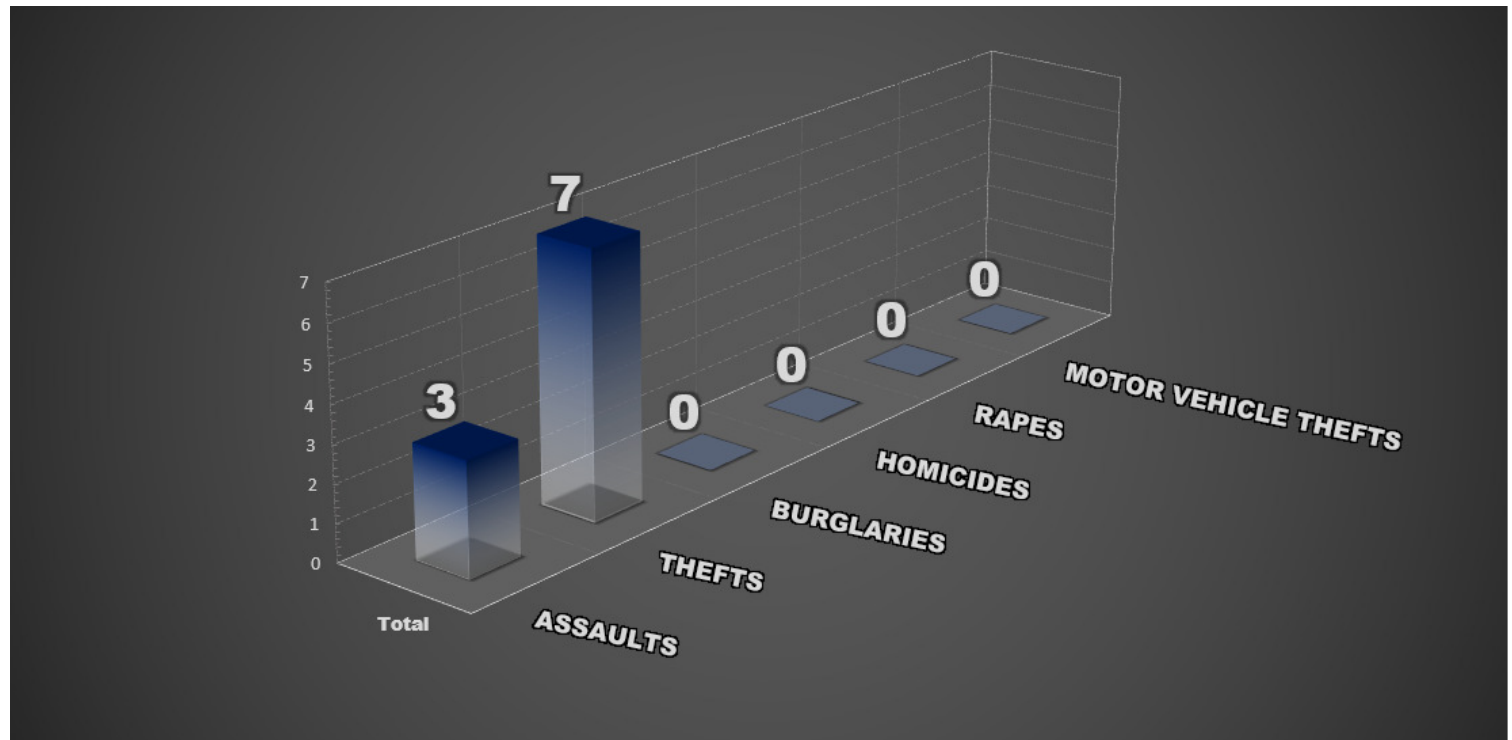
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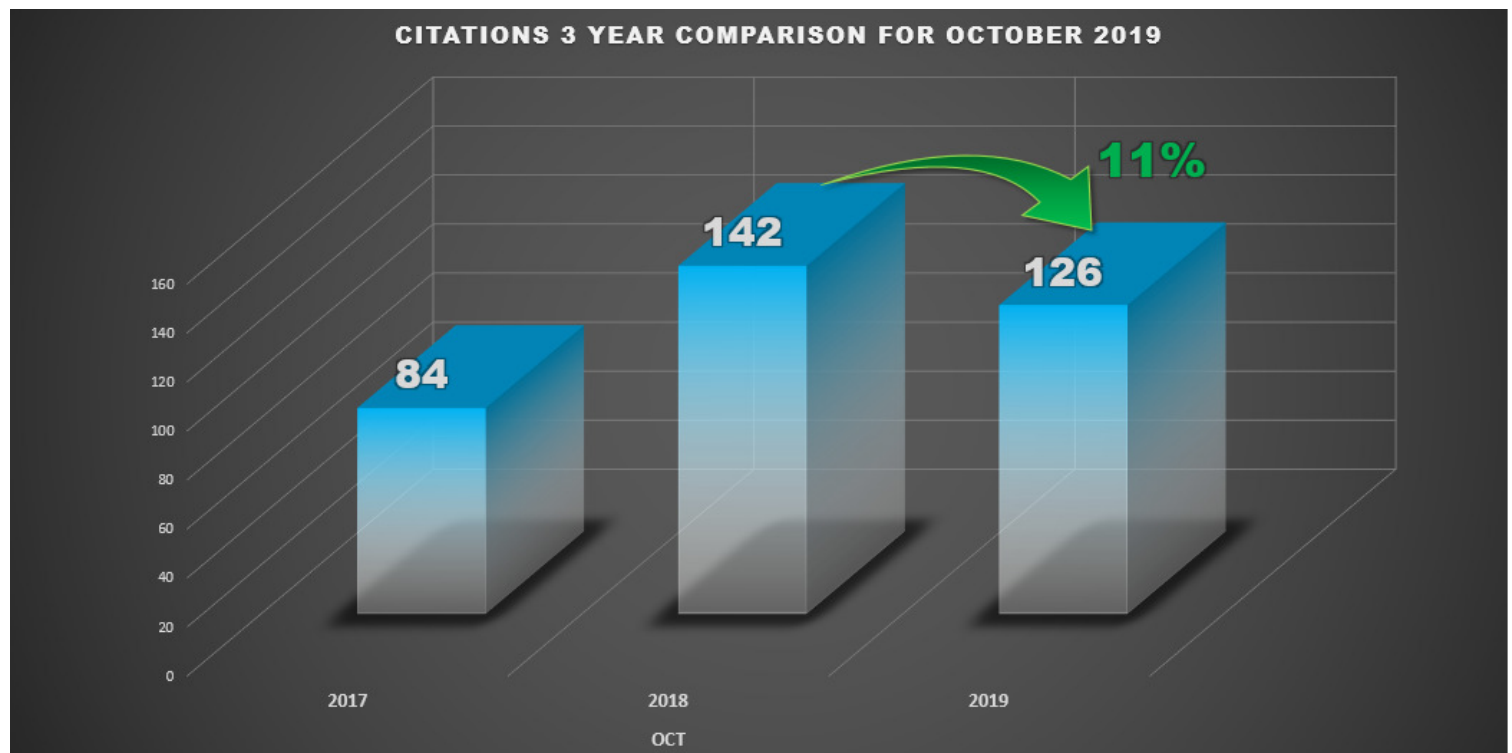


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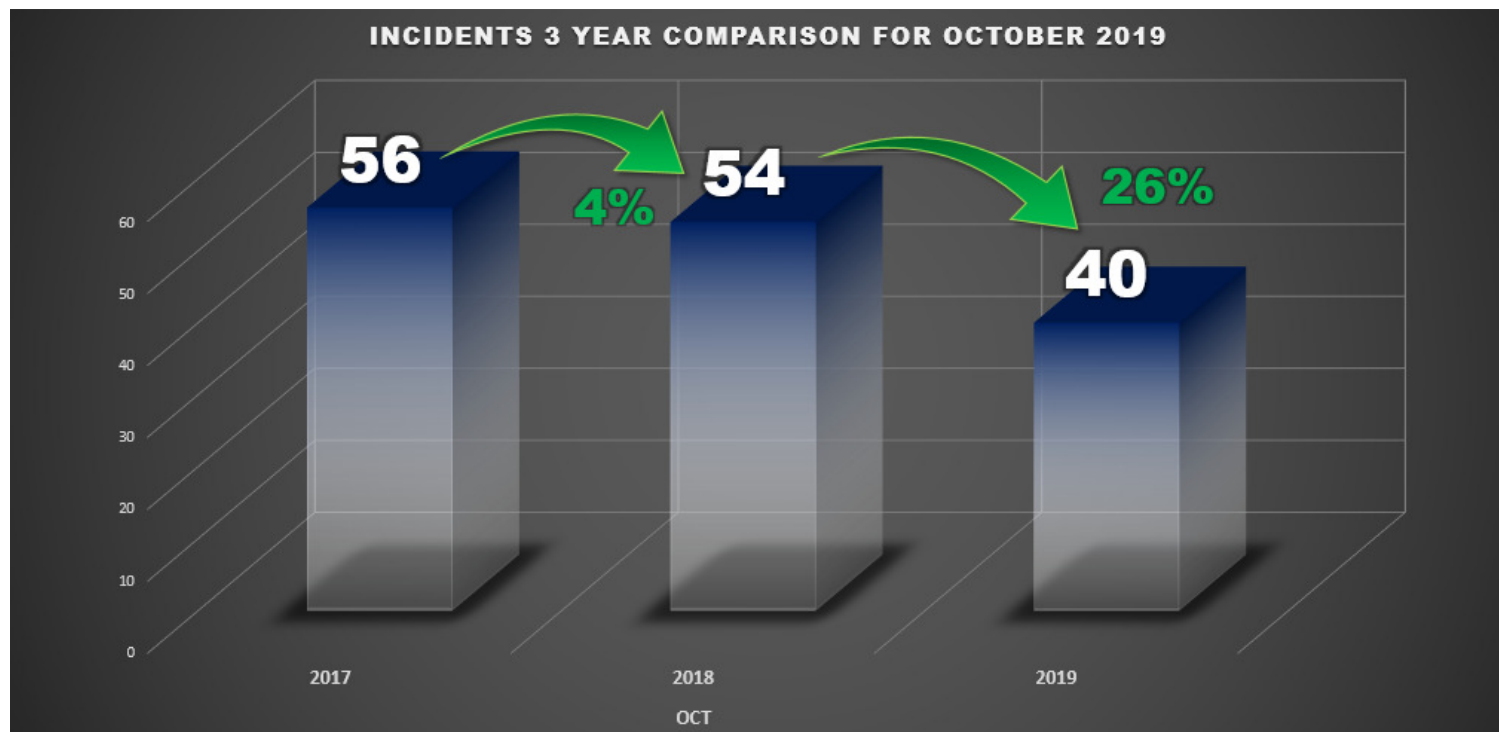
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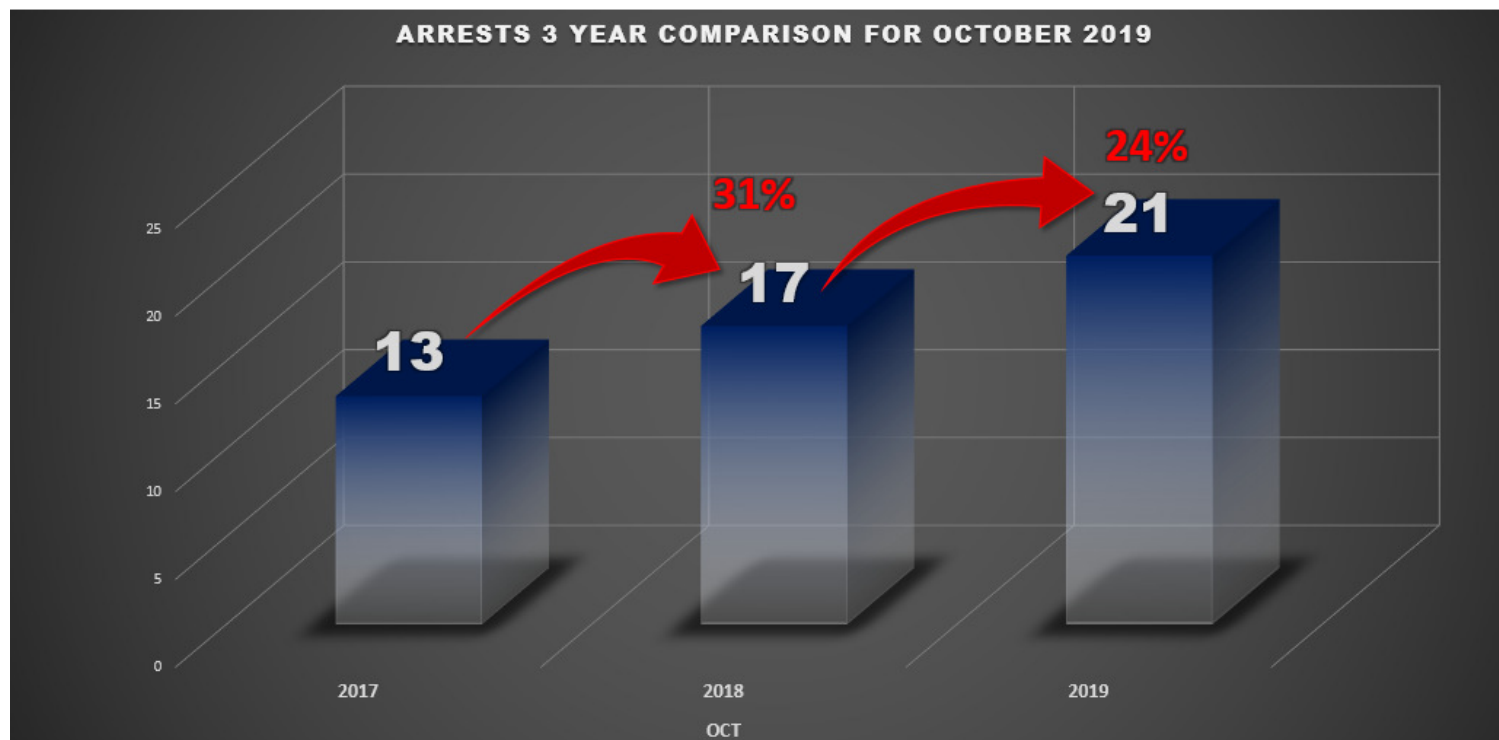
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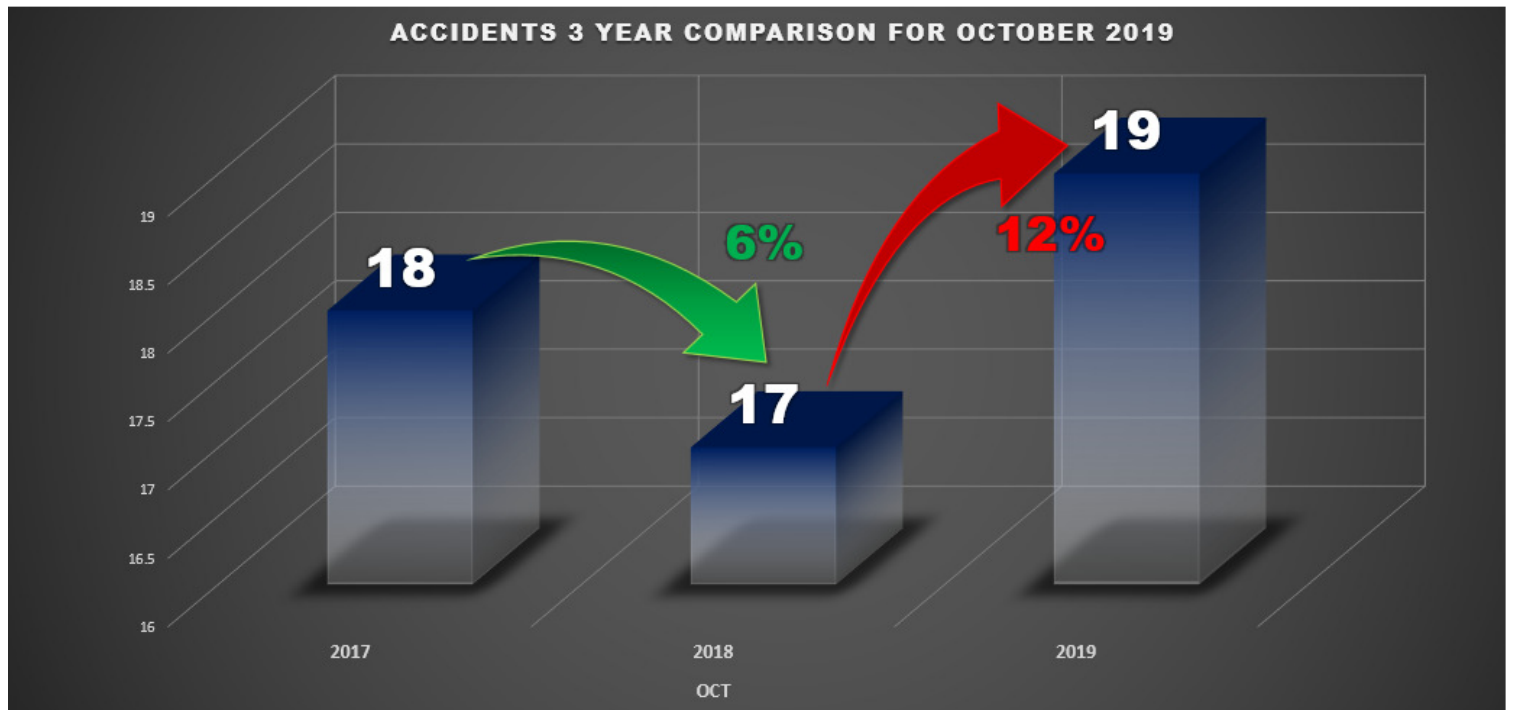


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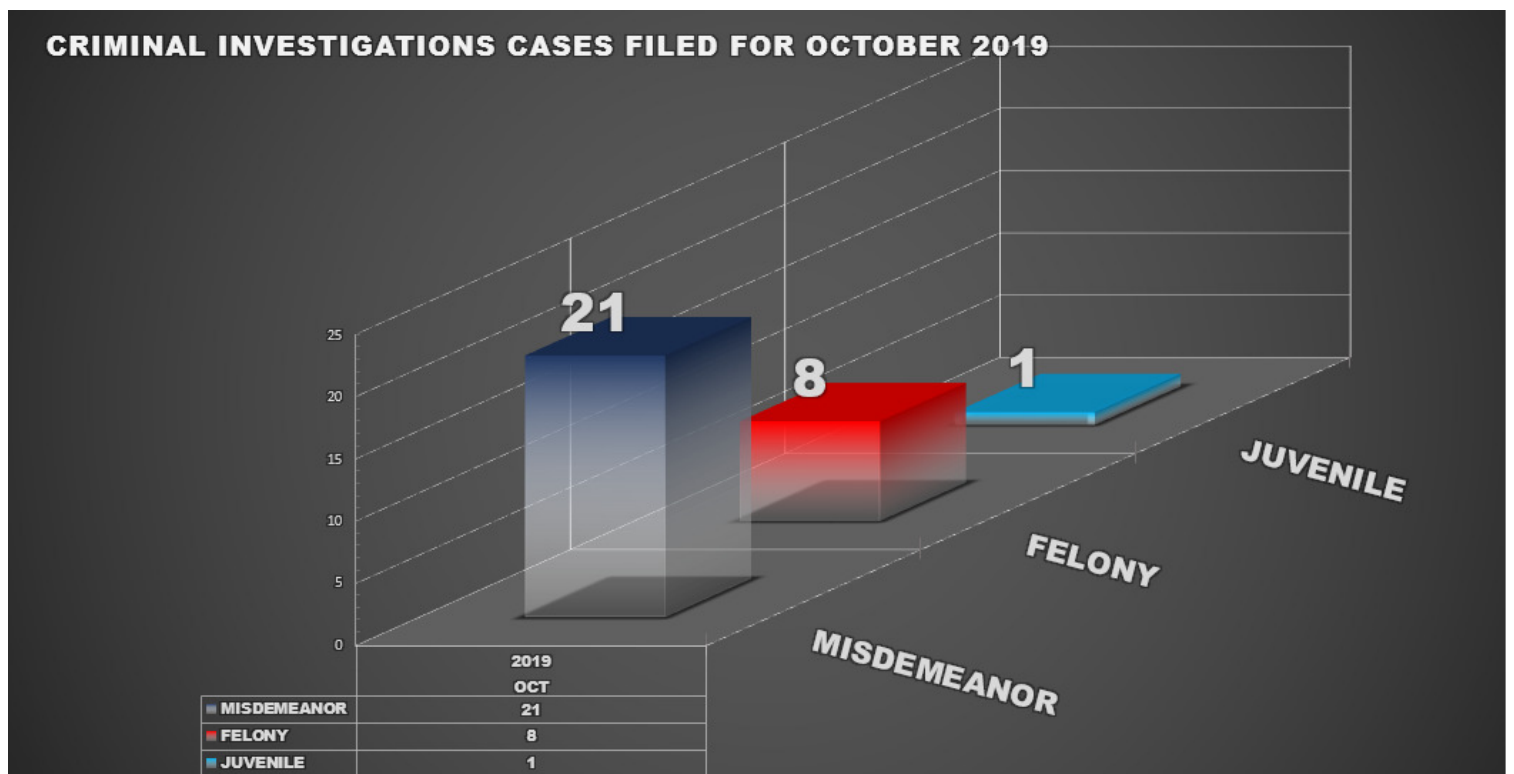


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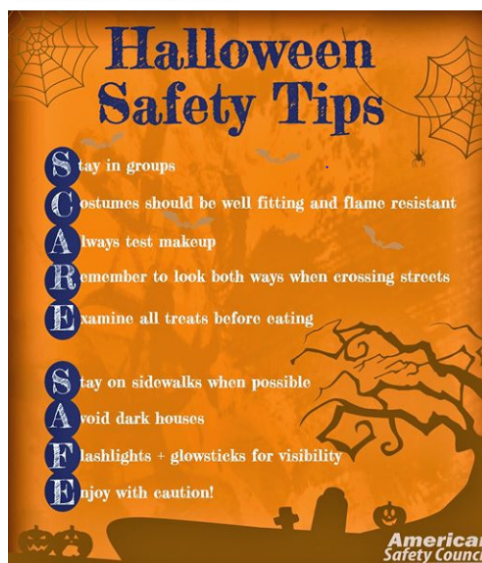
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Tony Griggs
Chief of Police

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Celina Fire Department
City of Celina, Texas

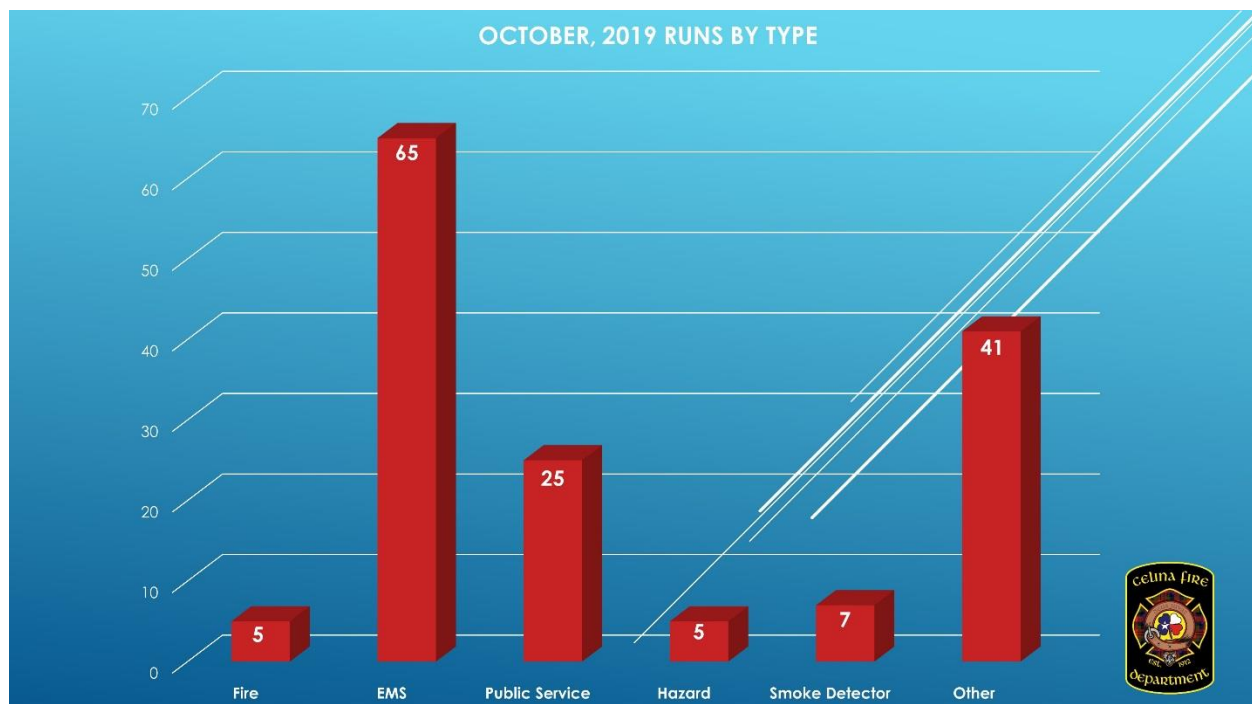
MEMORANDUM

To: Honorable Mayor Sean Terry and the Celina City Council
 From: Mark Metdker, Fire Chief/Fire Marshal
 CC: Jason Laumer, City Manager
 Date: 11/12/2019
 Re: October 2019 Fire Department Activity Report

This is the October 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 148 calls for service. 65 calls were EMS related



Attachment: OctoberReport 2019 Fire (Staff Reports)

Celina FD breakdown of calls by month



2019 projections forecast an overall increase in calls



Fire Prevention Monthly Report

Month – October 2019

Fire Prevention and Inspections

Fire Marshal Friday

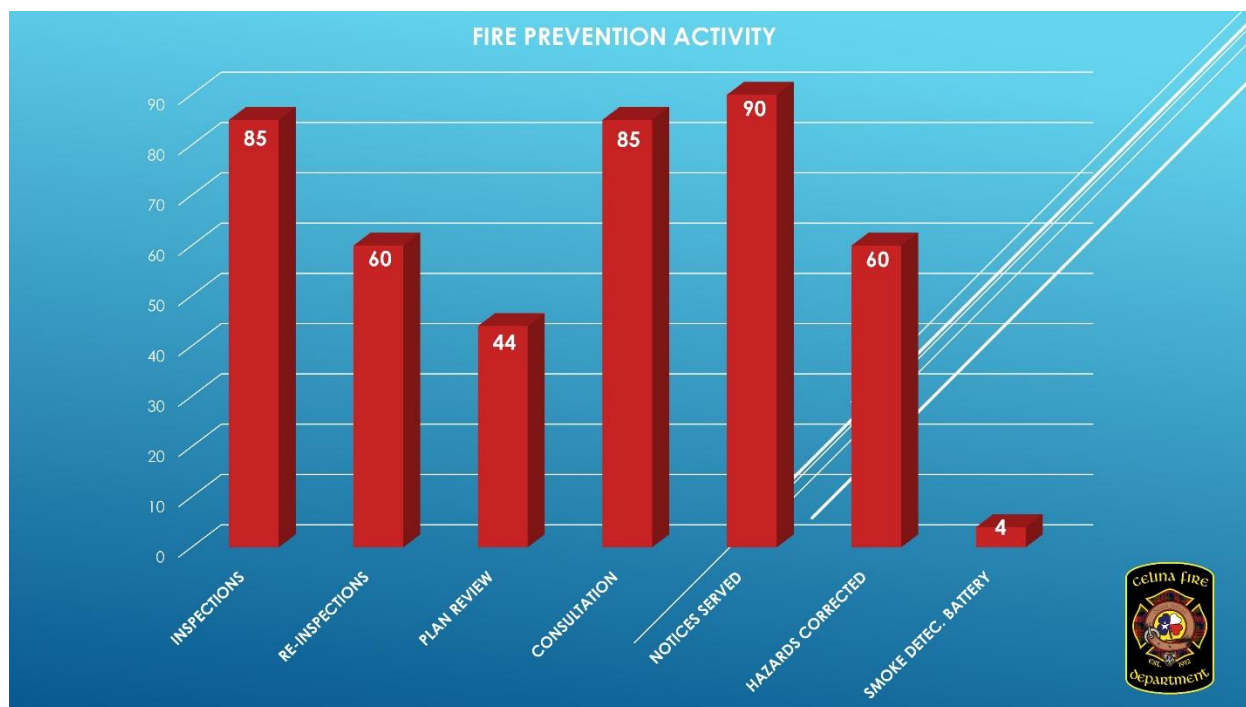
Training over the Construction type, Fire sprinkler system at the city Annex building



Projects for October 2019

Smoke Detector Battery Replacement Program
 Celina Sports Complex (New Construction) Indoor Field-temp C/O till October 10, 2019
 Fire Station # 2 (New Construction)
 Bongo Beaux (New Construction)
 Prosper School # 12 Mustang Lakes (New Construction)
 City Buildings Annex, City Hall, EDC (Remodel)
 Celina Office Building 322 W Walnut (New Construction)

Attachment: OctoberReport 2019 Fire (Staff Reports)



Operations/EMS/Emergency Management/Training

Month – October 2019

Updates

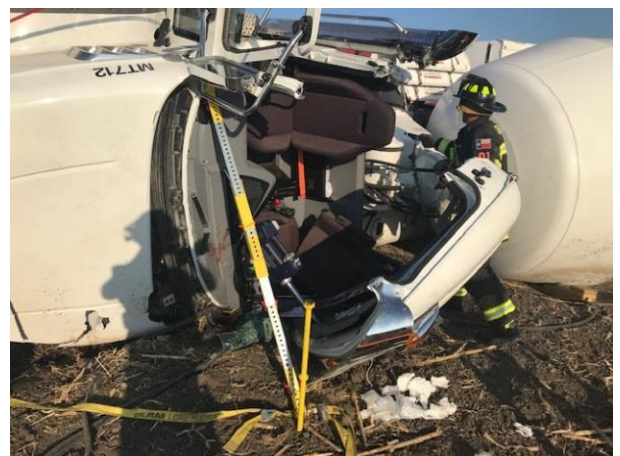
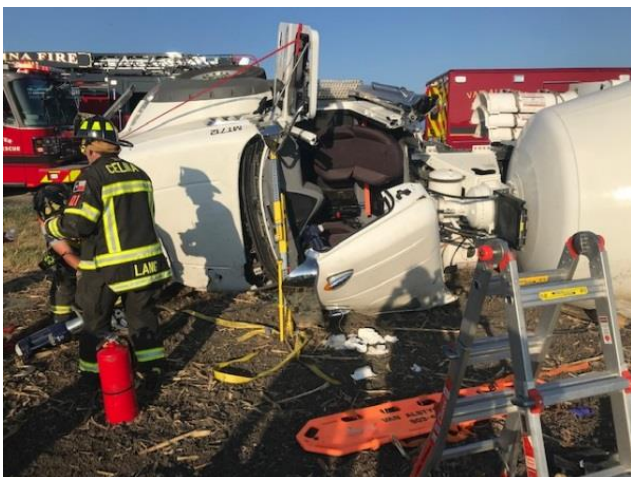
EMS/FIRE

- **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.

- **Mutual Aid Structure Fire-** Mutual Aid Structure Fire in Prosper



- **Mutual Aid MVC/Rollover-** Mutual Aid MVC/Rollover in Gunter



- **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



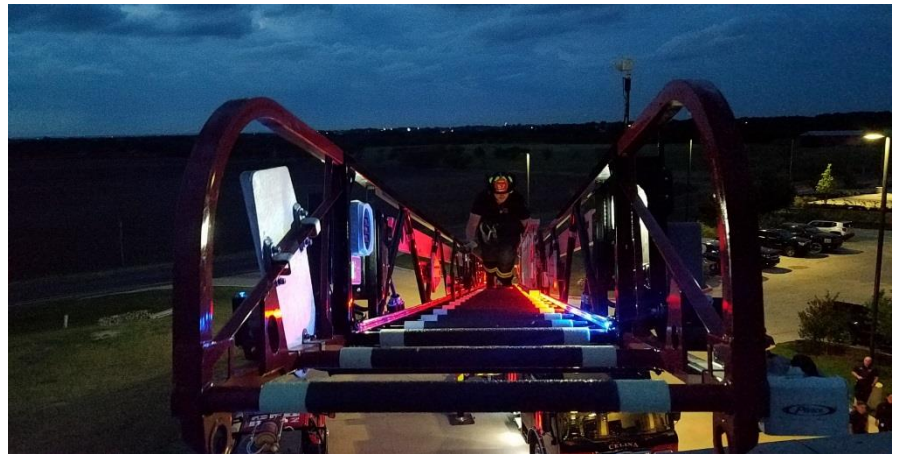
Station 2





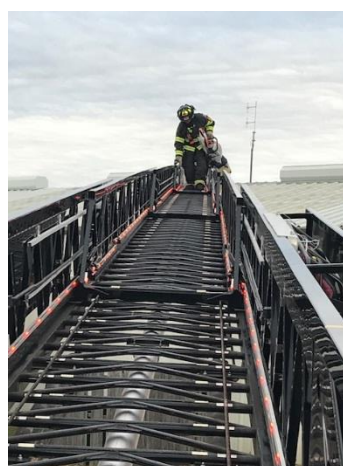
TRAINING

- **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





Attachment: OctoberReport 2019 Fire (Staff Reports)



Attachment: OctoberReport 2019 Fire (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 Sherriff'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.

Public Relations

10/01 - National Night Out	150
10/04 - Fire Station Tour	5
10/07 - Take a Kid to School	2
10/09 - Fire Safety Celina Elem.	600
10/10 - Fire Safety Mustang Lakes	75
10/11 - National Night Out Lilyana	10
10/12 - Oktoberfest	5,000
10/14 - Fire Safety Mud pies & Lullabies	20
10/15 - Movement Mortgage Taste Test	30
10/15 - Fire Safety Celina Primary	300
10/16 - Punk Carter Breakfast	35
10/16 - Tagline Party	140
10/17 - Fire Safety Light Farms	110
10/17 - Ashley Davis Viewing	50
10/21 - Fire Safety O'Dell	600
10/22 - Fire Safety Methodist Church	75
10/23 - Plano Firefighter Funeral	500
10/24 - Fall Carnival Light Farms	200
10/26 - Beware! Of the Square	3,000
10/26 - Rx Drug Take Back	10
10/27 - 30 Year Celebration Isaiah Moore	40
10/27 - Fall Carnival First Baptist Church	150
10/29 - Fire Safety First Baptist Church	30
10/29 - Fire Station Tour	3

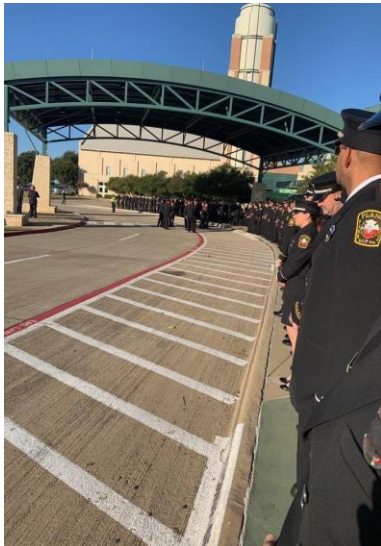
24 PR Events

Total Contacts 11,135

Attachment: OctoberReport 2019 Fire (Staff Reports)



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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



**CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, OCTOBER 8, 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	Present	
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:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding City of Celina personnel policies. (Hall)

Director of Human Resources Bonita Hall presented notable changes to the new personnel policy.

B. Introduction of new employees. (Lt. Jackson, Toutounchian, Mendez)

Those introduced were patrolman Zach Patterson, Accounting Manager Angela Short, Payroll Technician Nicola Delise and Information Technology Technician Bryan York.

C. Discussion regarding parking ordinance amendment. (Green)

D. Discussion regarding building dedication plaque. (Brawner)

E. Discussion regarding water rates and usage update. (DeBuff)

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

No other discussion took place.

G. Staff Reports attached

Minutes Acceptance: Minutes of Oct 8, 2019 5:00 PM (Minutes Approval)

V. OPEN FORUM:

No public comment was received.

VI. EXECUTIVE SESSION:

The City Council convened into Executive Session at 5:34 p.m. with City Manager Jason Laumer and City Attorney Trey Sargent. Mayor Terry recused himself from item A.

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,

- A. Discussion regarding potential development agreement at FM 428 and FM 1385.
- B. Discussion regarding potential development agreement south of Ash and west of SH Business 289.
- C. Discussion regarding boundary agreement amendments with adjacent cities.
and pursuant to Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.
- D. Discussion regarding potential acquisition for downtown parking east of Ohio Street and north of Main Street.
- E. Discussion regarding potential acquisition of property on W. Pecan Street.
- F. Discussion regarding potential acquisition of properties on E. Walnut Street.

Reconvene Into Open Session

The City Council recovered into Open Session at 6:17 p.m.

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

VII. CONSENT AGENDA:

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

- A. Minutes Approval:

1. City Council - Regular Meeting - Sep 10, 2019 5:00 PM

Minutes Acceptance: Minutes of Oct 8, 2019 5:00 PM (Minutes Approval)

- B. 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. (Toutouchian)

(2019-41)

- C. Consider and act upon a resolution of the City Council of the City of Celina, Texas, authorizing City staff, Council members, and adding the new Accounting Manager to sign checks and drafts on city accounts. (Toutouchian)

(2019-53R)

- D. Consider and act upon an Interlocal Dispatch Services Agreement by and between the City of Celina and Collin County. (Griggs)

- E. Consider an act upon an agreement by and between the City of Celina and Collin County for dispatch services. (Metdker)

- F. Consider and act upon a contract change order by and between the City of Celina and Freese and Nichols, Inc for a time extension of the current on-call engineering services contract. (Brawner)

- G. Consider and act to authorize the City Manager to execute an Interlocal Agreement between City of Celina and Collin County Municipal Utility District No.1 (the District) for the relocation of water line along Frontier Pkwy & Worthington Way. (Brawner)

- H. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Little Wooden Penguin, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (DeBuff)

- I. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Texas RT Holdings, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Rollertown) (DeBuff)

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

- K. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and North Preston Lakes Estates Homeowners Association, Inc for a loan to aid in the installation of fiber optic lines. (DeBuff)

- L. Consider and act to authorize the City Manager to execute an agreement by and among the City of Celina and the Board of Directors of Tax Increment Reinvestment Zone number Two, City of Celina and CTMGT Frontier 80, LLC and CADG Creeks of Legacy West, LLC and CADG Creeks of Legacy Stonegate, LLC amending a development agreement. (Creeks of Legacy) (DeBuff)

- M. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Quality Excavation, Ltd., in the amount of \$354,061.00 plus 10% contingency (\$35,406.10) for County Road 53 Waterline Relocation, Bid # 2019-0013. (Berry)

Minutes Acceptance: Minutes of Oct 8, 2019 5:00 PM (Minutes Approval)

- N. Consider and Act to award Bid 2019-0016 for Mowing Services to Raul Morales Lawn Service, LLC in the amount of \$139,312.00 and authorize the City Manager to execute the agreement. (Berry)
- O. Consider and act to authorize the purchase of Sensus water meters from Aquametric Sales as the sole source provider in an amount not to exceed \$450,000.00. (Berry)

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 repealing and replacing the entirety of Chapter 14, "Zoning". (Zoning Ordinance Revisions) (Wilson)

(2019-42) Mayor Terry opened the hearing at 6:17 p.m. No public comment was received. The hearing was closed at 6:23 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

- B. The Celina City Council will Conduct a public hearing to consider testimony and act upon a request to revise an existing development agreement to modify development standards to allow for a master planned single-family residential development on an approximately 701 acre tract of land, generally located on the east side of CR 87 (future Coit Road) and centered on the eastward extension of Sunset Boulevard within the City Limits. (Parks at Wilson Creek Revised Development Agreement) (McAfee)

Mayor Terry opened the hearing at 6:24 p.m. No public comment was received. The hearing was closed at 6:28 p.m.

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

- C. The Celina City Council will conduct a Public Hearing to consider testimony 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 an approximately 701 acre tract of land, amending the Development Regulations of Planned Development (PD) No. 61 to modify development standards to allow for a master planned single-family residential development. The tract is generally located on the east side of CR 87 (future Coit Road) and centered on the eastward extension of Sunset Boulevard within the City Limits. (Parks at Wilson Creek - Revised Planned Development) (McAfee)

(2019-43) Mayor Terry opened the hearing at 6:28 p.m. No public comment was received. The hearing was closed at 6:29 p.m.

Minutes Acceptance: Minutes of Oct 8, 2019 5:00 PM (Minutes Approval)

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

- D. 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 an approximately 33 acre tract of land, amending the Development Regulations of Planned Development (PD) No. 67 to allow for a mixed use development. The tract is generally located on the northwest corner of Preston Road and Frontier Parkway within the City Limits. (The Grove at Frontier/Lanterra Planned Development Amendment) (McAfee)

(2019-44) Mayor Terry opened the hearing at 6:29 p.m. Developer Todd Evans presented the project to the City Council. Resident Chuck Hansen spoke in support of the project. The hearing was closed at 6:44 p.m.

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

IX. ACTION ITEM:

- A. Consider and act upon a contract by and between the City of Celina and Garver, LLC for Professional Services related to the design of a 6 MGD ground storage tank at the Celina Road Pump Station in an amount not to exceed \$749,500. (Brawner)

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

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:49 p.m.

 Sean Terry, Mayor

 Secretary

 Date Minutes Approved



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Jason Laumer, City Manager
Date: November 12, 2019
Re: 2019 Certified Tax Roll

Action Requested:

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. (Toutounchian)

Background Information:

This annually occurring action approves the 2019 Certified Tax Roll as required by Texas Tax Code.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Resolution
2019 Certified Tax Roll

Staff Recommendation:

**CITY OF CELINA
RESOLUTION NO. 2019- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS,
ACCEPTING THE 2019 CERTIFIED TAX ROLL FOR THE CITY OF CELINA;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Celina, Texas (the “City”) is a Home Rule Municipality located in Collin County and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the City of Celina Home Rule Charter; and

WHEREAS, the City Council has received and reviewed the 2019 certified property tax rolls submitted by the Collin County Appraisal District, attached hereto as exhibit “A”; and

WHEREAS, a budget appropriating revenues generated by the collection of ad valorem taxes for the use and support of the municipal government of the City of Celina has been approved and adopted by the City Council as required by Title Four (4), Section 102.009 of the Texas Local Government Code.

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

Section 1. The certified tax roll prepared and submitted by the Chief Appraiser for the Collin County Appraisal District, reflecting an adjusted property tax base of \$1,788,022,434.00 is hereby accepted by the Celina City Council.

Section 2. This Resolution shall take effect from and after its date of passage in accordance with law, and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, this 12th day of November, 2019.

Sean Terry, Mayor

Vicki Tarrant, City Secretary

City Attorney

Attachment: 2019- R Tax Roll approval (2019-54R : Tax Roll)

Run Date: September 23, 2019

Collin County Tax Office

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2019 TAX ROLL SUMMARY

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09 - CELINA CITY

	Amount	Count
NUMBER OF ACCOUNTS		7,820
MARKET VALUES		
ROLLCODE: PERSONAL		
Personal	\$65,279,914	
ROLLCODE: REAL		
Agriculture	\$753,930,323	
Improvement	\$1,058,562,441	
Improvement Non-Home Site	\$148,806,884	
Land	\$439,008,219	
Land Ag Land	\$1,982,132	
Land Non-Home Site	\$302,761,599	
TOTAL MARKET VALUE	\$2,770,331,512	
DEFERRALS		
Ag	\$752,954,405	392
TOTAL DEFERRALS	\$752,954,405	
EXEMPTIONS		
Absolute Exemption	\$238,537	1
Absolute Exemption , XN , XN	\$29,600	1
Autos , XO , PPV , XO , PPV	\$13,535,111	40
Cap Adjustment , XT , XT	\$12,020,897	595
Disabled	\$1,005,000	37
Disabled Veteran	\$14,687,735	145
Economic Development , XL , XL	\$1,500	1
Energy , XR , XR	\$1,474,569	3
Freeport	\$0	1
Historic Site	\$0	8
Low Income Housing , XD, XA , XD, XA	\$72,000	2
Miscellaneous , XV , XV	\$171,795,079	257
Nominal Value	\$6,488	28
Over 65	\$14,245,051	497
Pollution Control	\$243,106	5
TOTAL EXEMPTIONS	\$229,354,673	
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS	\$982,309,078	
TOTAL MARKET VALUE	\$2,770,331,512	
TAXABLE VALUE	\$1,788,022,434	
TAX RATE	0.645	
ROLLCODE: PERSONAL		
Levy	\$330,865.68	417
ROLLCODE: REAL		
Levy	\$11,142,710.57	7,403
TOTAL LEVY	\$11,473,576.25	
LEVY LOST DUE TO FROZEN	\$59,170.69	
OTHER LOST LEVY	\$0.00	
TOTAL LOST LEVY	\$59,170.69	

Attachment: 2019 Tax Roll (2019-54R : Tax Roll)

Run Date: September 23, 2019

Collin County Tax Office

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2019 TAX ROLL SUMMARY

139
09 - CELINA CITY

Calculation Analysis							
	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
Frozen	822,742.75	763,572.06		59,170.69	159,671,689	32,114,674	127,557,015
DV100 (Excl. Frozen)	2,443.87	2,443.87		0.00	9,139,640	8,700,745	438,895
Prorated (Excl. Frozen	0.00	0.00		0.00	0	0	0
Other	10,707,560.32	10,707,560.32		0.00	2,601,520,183	941,493,659	1,660,026,524
Total	11,532,746.94	11,473,576.25		59,170.69	2,770,331,512	982,309,078	1,788,022,434
DV100 (Incl. Frozen)	0.00	0.00		0.00	5,057,194	5,006,490	50,704
Prorated (Incl. Frozen	0.00	0.00		0.00	0	0	0

Attachment: 2019 Tax Roll (2019-54R : Tax Roll)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Jason Laumer, City Manager
Date: November 12, 2019
Re: Amend 2019-2020 Budget

Action Requested:

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)

Background Information:

The Tax Increment Reinvestment Zone (TIRZ) #11 budget will be updated to include certain revenue and expenses for the fund for FY2020. Initial budget amendment to TIRZ 11 will establish funding for professional services agreement.

Board Review/Citizen Input:

The EDC board approved funding of the TIRZ #11 contribution on November 5, 2019. The TIRZ #11 Board will meet and consider the proposed amendment on November 12, 2019 prior to the City Council meeting.

Alternatives:

n/a

Financial Considerations:

Revenue from EDC: \$50,000

Expense for professional services agreement \$22,000

Legal Review:

City Attorney has reviewed.

Supporting Documents:

Ordinance amending Budget

Staff Recommendation:

Approval

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2019-**

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 FISCAL YEAR 2019-2020 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2019-2020, heretofore previously adopted by Ordinance 2019-39; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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

**SECTION 1
INCORPORATION OF PREMISES**

The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

**SECTION 2
AMENDMENT AND ADOPTION**

The City’s budget for the fiscal year ending September 30, 2020, heretofore previously adopted by Ordinance 2019-39 duly enacted by the City Council of the City of

Attachment: 2019-xx Amend Budget ordinance 2020-4 (2019 - 45 : Budget Amendment - TIRZ 11)

Celina on the 10th day of September, 2019, be and is hereby amended as set out in Exhibit “A” attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3 **REALLOCATIONS**

That the amounts specified in Exhibit “A” be hereby appropriated and reallocated as specified for those purposes designated in Exhibit “A”.

SECTION 4 **FILING OF BUDGET AND ORDINANCE REQUIRED**

The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

SECTION 5 **CUMULATIVE**

This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6 **SEVERABILITY**

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority’s decision or enactment.

SECTION 7 **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 descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9
EFFECTIVE DATE

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 15th day of November, 2019.

Sean Terry, Mayor
City of Celina, Texas

Vicki Tarrant
City Secretary

City Attorney

Attachment: 2019-xx Amend Budget ordinance 2020-4 (2019 - 45 : Budget Amendment - TIRZ 11)

Exhibit A

Meeting date: November 15, 2019
FY2020 Budget Amendment Detail

[illegible]

Attachment: 2019-xx Amend Budget ordinance 2020-4 (2019 - 45 : Budget Amendment - TIRZ 11)



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: November 12, 2019
Re: Resolution supporting Wayne Mayo for CCAD Board of Directors

Action Requested:

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)

Background Information:

This item nominates Wayne Mayo for the CCAD Board of Directors, and designates Celina's 18 votes for Mr. Mayo. He has served on the board for 28 years: 6 with the Appraisal Review Board and 22 with the CCAD Board. He has also served as Chairman of the Board since 2004. Attached is Mr. Mayo's biographical information for reference.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed resolution & resume

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. 2019- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS, CASTING BALLOTS 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, AND DIRECTING THAT THE CITY SECRETARY NOTIFY INTERESTED PARTIES OF SAID ACTION.

WHEREAS, the Celina City Council is required by the State Property tax Code to cast votes for the Board of Directors of the Central Appraisal District; and

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

SECTION 1: The Celina City Council casts its 18 votes for:

___Wayne Mayo___

SECTION 2: The City Secretary is hereby directed to notify all appropriate parties of this action.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS, ON THIS 12TH DAY OF NOVEMBER, 2019.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

Attachment: Wayne Mayo Vote Resolution and Resume (2019-58R : Resolution supporting Wayne Mayo for CCAD Board of Directors)

PERSONAL PROFILE

L. W. (Wayne) Mayo

Native Texan - Born in Dallas; graduated from Woodrow Wilson High School

Attended East Texas State University (graduated 1965)
B.S. Degree in Biology & Physical Education

Teacher for 4 years (math & science); Coached
Awarded Lifetime Membership Texas PTA

Real Estate for 46 years; Appraiser for 40 years

Married 53 years

CIVIC & PROFESSIONAL ACTIVITIES:

Realtor & Appraiser Associations:

National Association of Independent Fee Appraisers (NAIFA) - 36 years
National Association of Realtors
Texas Association of Realtors
Lake Cities Board of Realtors

Served as a member of the Professional Standards Committee on Ethics, Chairman of the Arbitration Committee & Chairman of the Grievance Committee for the Greater Dallas Board of Realtors (GDBR)
Vice-Chairman of Professional Standards Committee on Ethics for the Collin County Board of Realtors

Member, Collin County Appraisal Review Board (1992-1998)
Vice-Chairman, Collin County Appraisal Review Board (1994)
Chairman, Collin County Appraisal Review Board (1995, 1996, 1997 & 1998)
Collin County Appraisal District Board of Directors (1998-2019)
Collin County Appraisal District Chairman of the Board (2004-2019)

Past President, Dallas Chapter, NAIFA
Deputy State Director, NAIFA (1990-91)
State Director for Texas, NAIFA (1991-93)
Regional Governor, Southwest Central Region, NAIFA (1993-96)
National Director, NAIFA (1996-98; 2008-2009)
1997 "Texas Appraiser of the Year" for NAIFA
1997 "National Appraiser of the Year" for NAIFA
NAIFA National Treasurer (1998-99)
NAIFA National President – 2010

Profile

Page 2

Honored with an award named for him by the Dallas Chapter of NAIFA (2000) – The Mayo Award

Texas Appraiser Licensing & Certification Board (1999-2006)
 Chairman, Texas Appraiser Licensing & Certification Board (2002-2005)
 Deputy Director (Region IV) for AARO (Association of Appraisal Regulatory Officials) (1999-2000)
 Member, State Advisory Board to the Appraisal Foundation (2002-2006)
 Honorary Life Member – Association of Appraisal Regulatory Officials

Rotary

Charter member - Richardson Central Rotary Club
 Served as Sergeant-at-arms, President-Elect & President (1983-84; 2014-15)
 Governor's Representative for District 581 for 4 years
 Chairman of the Australian Group Study Exchange
 Chairman of the Texas Tour for the German Mini-Exchange - 4 years
 Member of District 581 Youth Exchange Committee
 Perfect attendance - 30 years

YMCA

Board of Directors
 Served as Director of All Sports Activities Committee

Chamber of Commerce

Served on the Advisory Board and the Board of Directors
 Chairman of the annual Christmas Parade for 20 years
 Served on Tourist & Convention Committee and the Governmental Affairs Committee

City of Richardson

Served on the Richardson Park Board
 City Councilman - 4 years
 Served as Vice-President of the Collin County Public Officials Association



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: November 12, 2019
Re: Parking Ordinance Amendment

Action Requested:

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)

Background Information:

The parking and storage of vehicles has generated complaints and affected the aesthetics of our community. This ordinance will establish regulations for enforcing Texas Transportation Code regulations regarding parking and storing vehicles in the public right-of-way.

Legal Review:

The City Attorney has reviewed the ordinance and deemed it acceptable.

Supporting Documents:

- Proposed Ordinance
- Staff Presentation

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 12: TRAFFIC AND VEHICLES; ARTICLE 12.04: PARKING; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the Celina City Council has determined that certain regulations regarding the parking and storage of vehicles within the City should be adopted in the interest of public health, safety, and welfare; and

WHEREAS, this ordinance is adopted pursuant to the police powers and authority given general law cities by the constitution, codes and general laws of the State of Texas, including but not limited to Chapter 51 of the Texas Local Government Code, Section 601.001 of the Texas Local Government Code, Chapter 542 of the Texas Transportation Code, and Section 311.001 of the Texas Transportation Code; and

WHEREAS, the City Council finds that the adoption of this ordinance is in the best interest of the citizens of the City of Celina.

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.

Attachment: Proposed Ordinance (2019 - 47 : Parking Ordinance Amendment)

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 **AMENDMENTS**

3.01 That the Celina Code of Ordinances, Chapter 12: Traffic and Vehicles; Article 12.04: Parking be amended to read as follows:

" ARTICLE 12.04. – PARKING

Sec. 12.04.001. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Automobile means a self-propelled vehicle designed for passenger transportation.

Bus means every motor vehicle designed for carrying more than ten passengers and used for the transportation of persons, and every motor vehicle other than a taxicab, designed and used for the transportation of persons for compensation.

Commercial motor vehicle means any motor vehicle designed or used for the transportation of property, or for delivery purposes, operating primarily for profit, not including:

- (1) a passenger automobile;
- (2) passenger bus;
- (3) motorcycle;
- (4) panel delivery truck;
- (5) pickup truck; or
- (6) vehicle used in the delivery of the United States Mail.

Driveway means a private roadway leading from a public street to a garage or other shelter for a motor vehicle or an entrance to private land for any purpose, to be used by a motor vehicle.

Motor vehicle means any vehicle which is self-propelled by mechanical power such as automobiles, trucks, motorcycles or buses designed to carry one or more persons; but excluding construction equipment, forklifts and farm implements.

Oversized vehicle means any vehicle designated in this definition, or any vehicle designed for the transport of property or cargo where the vehicle has a rated capacity in excess of one and one-half tons, or any vehicle that is more than 20 feet in length from end to end, more than seven feet in width at their widest point, or more than seven feet in height

at their highest point including, but not limited to, the following designated vehicles: dump trucks, truck-tractors, tractor-trailers, semitrailers, concrete mixing trucks, stake-bed trucks, buses, trailers, or other similar vehicles. The term "oversized vehicle" shall exclude any self-contained recreational vehicle, which has a kitchen, bath or sleeping quarters and is designed for recreational purposes.

Park or parking means to stand an occupied or unoccupied vehicle, other than temporarily while loading or unloading merchandise or passengers.

Parking space means an area not less than 180 square feet (measuring nine feet by 20 feet) not on a public street or alley, surfaced with concrete, enclosed or unenclosed, together with a concrete driveway connecting the parking space with a public street or alley permitting free ingress and egress.

Public Street means the width between the boundary lines of a publicly maintained way, any part of which is open to the public, other than the berm or shoulder, that is improved, designed, or ordinarily used for vehicular travel.

Recreational vehicle means a vehicular portable structure designed for a temporary or short-term occupancy for travel, recreation or vacation including, but not limited to, recreational vehicles, travel trailers, boats, boat trailers, utility trailers or other trailers. The term "recreational vehicle/travel trailer/camper" does not include mobile homes and/or HUD-Code manufactured homes, as these terms are defined by Texas Occupations Code Ch. 1201, which are designed for year round occupancy. The term recreational vehicle shall include travel trailers, campers, motor homes or any other type of mobile dwelling unit, specifically excluding HUD-Code manufactured dwellings and/or mobile homes, not otherwise defined in this Code.

Semitrailer means every vehicle without motor power, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some of its weight and that of its load rests upon or is carried by the motor vehicle including, but not limited to, lowboys, goosenecks, fifth wheels and other similar vehicles.

Stand or standing means to halt an occupied or unoccupied vehicle, other than temporarily while receiving or discharging passengers.

Tractor-trailer means a combination of a truck-tractor and semitrailer.

Trailer means every vehicle without motor power, designed for carrying persons or property on its own structure exclusively and for being drawn by a motor vehicle and so constructed that no part of its weight and that of its load rests upon or is carried by another vehicle including, but not limited to, pop-up campers/tent trailers, flatbeds and other similar vehicles.

Truck-tractor means every motor vehicle designed and used primarily for drawing/hauling other vehicles and not constructed to carry a load other than part of the weight of the vehicle and load being drawn or that is engaged with a semitrailer in the transportation of automobiles or boats and that transports the automobiles or boats on part of the truck-tractor.

Vehicle means every mechanical device in, upon, or by which any person or property is or may be transported or drawn or moved upon a public street, highway, waterway or

airway, except devices moved exclusively by human power, or used exclusively upon stationary rails or tracks including, but not limited to, a motor vehicle, truck-tractor-trailer or semitrailer.

Vehicular use areas means privately owned or publicly owned off-street paved areas for the access, parking, maneuvering, storage or placement of vehicles.

To the extent not otherwise defined, all words and phrases used in this section shall have the same meaning as set forth in pertinent sections of the Texas Transportation Code § 541.201 et seq.

Sec. 12.04.002. - Parking zones enumerated.

- (a) The requirements set forth in the Texas Transportation Code regulating the stopping, standing or parking of vehicles shall be applicable upon all public streets and highways within the City, and no person shall allow, suffer or permit any vehicle to stand or be parked in or upon any public street or highway in the City in violation of any of the provisions of this section regulating stopping, standing or parking of vehicles.
- (b) No person shall permit a vehicle to stand or be parked at a location where signs or markings prohibit such standing or parking. The parking prohibition provided for in this subsection, Sec. 12.04.002 (b), shall not be in effect until appropriate informational signs, containing language reasonably calculated to provide notice of parking restrictions have been provided at the location giving notice to motorists.
- (c) Within the City there shall be certain locations, adopted and enumerated by resolution, where it shall be unlawful for a person to park, stand or stop a commercial or private vehicle at all hours. Such locations shall be enumerated and established as necessary, from time to time, by resolution. Parking, stopping or standing at such location designated by resolution pursuant to this ordinance shall be unlawful on the date the resolution establishing the locations is adopted. The parking, standing, stopping prohibition at each location shall remain in effect until such time as the enumerated location is specifically repealed.
- (d) The City may take into custody and dispose of any vehicle found on public property in violation of this section in the manner and pursuant to the procedures provided for abandoned motor vehicles in Sec. 8.08.004 of this Code.

Sec. 12.04.003. - Parking of oversized vehicles or commercial motor vehicles.

Parking of oversized vehicles or commercial motor vehicles shall comply with the following provisions:

- (1) It shall be unlawful for any person to park or store, or allow to be parked or stored, any oversized vehicle or commercial motor vehicle upon any public street, alley, parkway, boulevard, public place, public right-of-way or railroad right-of-way within the corporate limits of the City. This subsection shall not apply to street construction equipment, maintenance and repair equipment or trucks, rollers and implements, equipment trailers or vehicles used by public service utility companies engaged in repairing or extending public service utilities when used, or intended for use, in the general vicinity; motor buses when taking on or discharging passengers at the customary bus stops; vehicles parked in a designated loading zone while in the act of accepting from the immediate shipper or

delivering to a consignee or addressee any transportable thing; or vehicles with mechanical defects during the time it takes to make emergency repairs.

- (2) It shall be unlawful for any person to park or store, or allow to be parked or stored, any oversized vehicle upon any property within the corporate limits of the City. This subsection shall not prevent the parking or standing of the above-described vehicles for the purpose of expeditiously loading and unloading passengers, freight or merchandise, nor parking associated with a legitimate business that has a valid Certificate of Occupancy.
- (3) For subsections (1) and (2) of this section, the court may take judicial notice of an owner's manual, dealer brochure and other such similar informational literature, which may constitute a prima facie presumption of the size and weight of the vehicle. This presumption is rebuttable and shall have the effects and consequences set forth in V.T.C.A., Penal Code § 2.05.

Sec. 12.04.004. - Parking in nonresidential districts.

- (a) It shall be unlawful for any person to park or store, or allow to be parked or stored, a truck-tractor, tractor-trailer, or recreational vehicle on any public street, alley, parkway, boulevard, public right-of-way, public access drive, public parking area, or public thoroughfare in any non-residentially zoned district (or use thereof) for a period longer than a two-hour duration.
- (b) The parking or storing of any automobile, boat, trailer, or any other motor vehicle is prohibited on lots without a primary structure in existence that is actively occupied, used, and in possession of a valid certificate of occupancy. Undeveloped lots shall not have vehicles stored on them.
- (c) Display of vehicles for sale or storing vehicles for profit is prohibited, except for where prescribed by chapter 14 (Zoning) of this Code.

Sec. 12.04.005. - Parking in residential districts.

- (a) Parking in residential districts (to include residential uses and all residential areas) shall comply with the following provisions:
 - (1) No recreational vehicle, travel trailer, motorhome, boat, boat trailer, jet skis, or stock trailer shall be parked or stored on a public thoroughfare in any residential district. The provisions of this section shall not prevent the parking or standing of such vehicles upon the public thoroughfare in such zoned district for a period not to exceed 72 hours.
 - (2) No motorized vehicle or other equipment shall encroach upon public sidewalks or alleys.
 - (3) Display of vehicles for sale or storing vehicles for profit is prohibited, unless legally parked in the driveway and not otherwise a junked or inoperable vehicle.
 - (4) No junked vehicle, as defined in article 8.08 of chapter 8 of this Code, shall be parked or stored in violation of article 8.08 of chapter 8 of this Code. Any such vehicle shall be subject to the procedures set forth in chapter 8.

- (5) No recreational vehicle, motorhome, travel trailer, boat, boat trailer, camper, camper top, or any other type of vehicle shall be connected to utilities except for the purpose of maintenance. Utilities shall only include electricity and water. Habitation is prohibited.
- (6) For the purposes of this section, a vehicle shall be considered stored if it has remained parked at or nearly the same location for a continuous period of time in excess of five days. A stored vehicle is deemed to be a vehicle, which is illegally parked on public property, and such vehicle shall be subject to removal and disposal as an abandoned vehicle according to Sec. 8.08.004 of this Code.
- (7) Parking for storage; overnight parking; exceptions
 - i. Except as provided in subsection (c) of this section, no person shall park for storage any motor vehicle on any street during the hours from sundown to sunup, except vehicles as identified in (a)(1) of this subsection or temporarily disabled vehicles which are protected by flares or other approved signal devices.
 - ii. No person shall stop, stand or park any motor vehicle, truck, truck-tractor, trailer, semitrailer, pole trailer or any combination thereof on any street during the hours from sundown to sunup, except vehicles as identified in subsection (1) of this section, or temporarily disabled vehicles which are protected by flares or other approved signal devices.
 - iii. No vehicle larger than a Class 3 motor vehicle may be parked on the street during the hours from sundown to sunup.
 - iv. It shall be unlawful to park, stand or store a box-truck, tow truck, dump-truck, concrete-mixing truck, road tractor, truck tractor, tractor trailer, semi-tractor, trailer, semi-trailer, or similar vehicles, a recreational vehicle, a trailer, or a motor vehicle, truck, van, bus or similar vehicle which is more than 23 feet in length, eight feet in width or ten feet in height, during the hours from sundown to sunup on public or private property in any local retail, commercial, office, technical office, mixed use, or planned development zoning districts, except for (1) the purpose of expeditiously loading or unloading passengers, freight or merchandise or (2) vehicles customary and incidental to the operation of a legally permitted business at such location.
- (b) Parking on private residential property shall also comply with the following provisions:
 - (1) The parking or storing of any vehicle, including but not limited to, trailers, farm implements, recreational vehicles, or forklifts, is prohibited on lots without a primary structure in existence that is actively occupied, used, and in possession of a valid certificate of occupancy. Undeveloped lots shall not have vehicles stored on them.
 - (2) No vehicle shall be parked or stored between the building and street frontage, unless parked on the driveway. Parking off the driveway in the front yard area (area between building and the street, to include the side yard of corner and irregular shaped lots) is prohibited.
 - (3) All parked or stored vehicles not on the driveway shall be located in the rear yard area, generally screened from public view.

- (4) A maximum of four recreational vehicles or trailers can be parked or stored on a residentially zoned lot, excluding enclosed garage spaces.
- (5) Large estate lots and AG properties may store larger equipment, tractors and vehicles, generally behind the primary structure or otherwise inconspicuously stored.
- (c) For the purposes of this section, the court may take judicial notice of an owner's manual, dealer brochure, and other such similar literature, which may constitute a prima facie presumption of the size and weight of the vehicle. This presumption is rebuttable and shall have the effects and consequences set forth in V.T.C.A., Penal Code § 2.05.

Sec. 12.04.006. - Prohibited parking in certain places.

It is an offense for any person to stop, stand or park a vehicle except when necessary to avoid conflict with other traffic, or in compliance with law, or the directions of a police officer or traffic-control device, in any of the following places:

- (1) In any clearly marked lane for vehicular traffic movement on any lane roadway unless specially allowed by official signs.
- (2) Within 15 feet of a fire hydrant or fire department sprinkler and standpipe connection.
- (3) In front of any entrance which provides access to hotels, to theaters or to the upper floors of any building four or more stories in height. Such entrances shall remain open for fire or other emergency purposes.
- (4) On the side of any public street adjacent to any school property when such parking would interfere with traffic or create a hazard.
- (5) In any manner or location that prevents access to a mailbox, postal drop box, or similar postal receptacle used by the United States Postal Service, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday. It is an exception to and not a violation of the prohibition stated in this subsection that a vehicle stops or parks momentarily to engage in loading or unloading passengers or cargo.
- (6) In a manner or location that prevents access to a trash container by a trash collection truck which is attempting to empty the trash container.
- (7) In such a manner and under such conditions as to leave available less than ten feet in width of the roadway open for the free movement of vehicular traffic.
- (8) On a public street or roadway within 30 feet of any intersection of two or more roadways within the City.

Sec. 12.04.007. - Parking for certain purposes.

No person shall park a vehicle upon any public street for the principal purpose of:

- (1) Display of such vehicle for sale.
- (2) Washing, greasing, dismantling or repairing such vehicle except repairs necessitated by an emergency.

Sec. 12.04.008. - Fire lanes.

- (a) Pursuant to and in accordance with 2018 International Fire Code, Section 503.4, it is hereby declared unlawful to park or stand a vehicle in any designated fire lane appropriately marked on privately owned property unless loading or unloading.
- (b) After due study and investigation, the fire chief upon the advice of the fire marshal may designate fire lanes on any public streets or public property, on private property of shopping centers, apartment projects, churches, schools, theaters and commercial and industrial areas.

Sec. 12.04.009. - Declared a public nuisance.

The presence of any vehicles within the corporate limits of the City in violation of this article is hereby declared to be a public nuisance.

Sec. 12.04.010. - Penalties for violation of article.

- (a) Any person found in violation of any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed \$500.00. When any person refuses to comply with the provisions of this article or in emergency circumstances, the offending vehicle may be impounded or the tires blocked to prohibit the vehicle from moving. The impounded vehicle shall be taken into custody and have fees assessed in the same manner as the procedures regarding abandoned motor vehicles in Sec. 8.08.004 of this Code.
- (b) If any vehicle is found in violation of any provision of this article or of state statute regulating the stopping, standing or parking of a vehicle, and the identity of the driver cannot be determined, the owner or person in whose name such vehicle is registered shall constitute a prima facie presumption that the registered owner of such vehicle is the person who committed the violation. This presumption is rebuttable and shall have the effects and consequences set forth in V.T.C.A., Penal Code § 2.05.
- (c) The state department of transportation's computer-generated record of the registered vehicle owner is prima facie evidence of the contents of the record.

Sec. 12.04.011. - Special event parking.

Authority to impose and enforce temporary regulations for parking and other traffic control measures for special events, emergency situations, and special conditions.

- (1) The City Manager (or his/her designee), is hereby empowered to impose and enforce regulations necessary to make effective the provisions of this chapter and other traffic ordinances of the City, and to make and enforce temporary or experimental regulations to cover emergency or special conditions. No such temporary or experimental regulation shall remain in effect for more than 45 days.
- (2) In addition to the powers granted by subsection (1) above, the City Manager (or his/her designee), is hereby empowered to impose and enforce regulations necessary to regulate parking and vehicular traffic at special events held in or near the City including, but not necessarily limited to, water carnivals, music festivals, dramatic presentations, special recreation programs, sporting events and others events which, in the opinion of the City Manager (or his/her designee), will create traffic congestion and/or parking problems on a temporary basis as a result of the event.

- (3) After taking into consideration the anticipated parking and traffic congestion problems reasonably likely to occur as a result of the special event including, but not necessarily limited to, on street parking problems, congestion created by on-street parking, and traffic safety and danger to vehicles and pedestrians in the area of the special event, the City Manager (or his/her designee), is hereby empowered to impose and enforce regulations necessary to regulate parking and vehicular traffic at special events held in or near the City including, but not necessarily limited to the following enumerated powers:
- (i) To install traffic control devices and signage, and to regulate the operation of vehicles upon the streets of the City impacted by the special event including, but not necessarily limited to, the placement of temporary "no parking" signs in locations as necessary to prohibit parking along streets, in fields, and in other areas determined to be inappropriate for parking for the special event.
 - (ii) To establish and designate temporary fire lanes in which the parking of vehicles is prohibited.
 - (iii) To designate areas available for public parking, reserved or permitted parking, and no parking, and to designate times and dates for which the parking restrictions are to be in place.
 - (iv) To re-designate otherwise designated handicapped parking spaces as nonhandicapped public parking spaces; provided that other parking and transportation arrangements are made for those persons who would have been entitled to lawfully park in the otherwise designated handicapped parking spaces.
 - (v) To designate nonpolice personnel and appointed civilians to direct traffic by voice, hand, or signal as conditions may require.
- (4) A vehicle parked in violation of a parking restriction established under the authority of this section is hereby deemed injurious to the health, safety and general welfare of the public within the City. The chief of police (or any other officer of the police department of the City) and the City's fire marshal (or any official of the office of the fire marshal of the City) is authorized to order the removal of such vehicle including the immediate impounding and towing of the vehicle, at the vehicle owner's expense, as provided for in section 12.04.009 of this chapter.
- (5) A driver of a motor vehicle shall obey the instructions of any temporary traffic control device, sign, signal or marking, as well as the directions of authorized personnel, unless otherwise directed by a police officer.
- (6) Temporary traffic control devices and signage, parking regulations, fire lanes, and other measures temporarily established pursuant to the authority of this section need not comply with the standards required for permanent traffic control devices and related measures including, but not necessarily limited to, the Texas Manual on Uniform Traffic Control Devices and other standards promulgated by the City for permanent traffic control devices and related measures.
- (7) All temporary traffic control devices and signage established under the authority of this section shall be subject to the enforcement provisions of article 12.02, "Traffic Control Devices," of this chapter. All parking regulations established under the authority of this section shall be subject to the enforcement provisions of article 12.04, "Parking" of this

chapter. Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction be subject to a fine not to exceed the sum of \$500.00.

Sec. 12.04.012. - Parking restrictions on specific streets

- (a) It shall be unlawful for any person to park a motor vehicle, except when necessary to avoid conflict with other traffic or in compliance with directions of a police officer, on any portion of the streets listed herein:

Street	Location	Special Provisions
South Utah Drive	From the intersection of West Cedar to the intersection of C.R. 56.	On school days, between the hours of 7:30 a.m. and 8:30 a.m. and between the hours of 2:30 p.m. and 4:00 p.m.
South Utah Drive	The western side of the entire length of Utah Drive from the intersection of West Cedar Street to the intersection of Sunset Boulevard.	No parking at any time.
West Cedar	From the intersection of West Cedar to the intersection of C.R. 56.	On school days, between the hours of 7:30 a.m. and 8:30 a.m. and between the hours of 2:30 p.m. and 4:00 p.m.
West Cedar	The north side of the entire length of West Cedar Street from the intersection of South Arizona Drive to the intersection of South Utah Drive.	No parking at any time.
Southern half of the eastern length of the 100 block of North Arizona Drive	From the intersection of F.M. 455 to the intersection of West Pecan Street.	No parking at any time.
Northern half of the western length of the 100 block of North Arizona Drive	From the intersection of F.M. 455 to the intersection of West Pecan Street.	No parking at any time.
West Sunset Boulevard	West Sunset Boulevard	[No parking at any time.]
Ash Street	From the intersection of State Highway 289 (Preston Road) to Business State Highway 289.	No parking at any time

Attachment: Proposed Ordinance (2019 - 47 : Parking Ordinance Amendment)

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

SECTION 4 **CUMULATIVE REPEALER**

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

SECTION 7 **SAVINGS**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances, "Chapter 12: Traffic and Vehicles" which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but maybe prosecuted until final disposition by the court.

SECTION 8 **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 9 **PUBLICATION**

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 10 **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 11
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this the 12th day of November, 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: Proposed Ordinance (2019 - 47 : Parking Ordinance Amendment)

Parking Regulations

City Council

November 12, 2019



Background

- Most cities regulate the parking of over-sized vehicles on public streets and private property
- The City routinely receives complaints about the storage or parking of over-sized vehicles on public streets and private property
- This ordinance would bring Celina into conformance with regional standard



Proposed Regulations

- Prevents the selling of vehicles in commercial parking lots and the street



Proposed Regulations

- The City routinely receives complaints about the storage or parking of over-sized vehicles on public streets and private property



Proposed Regulations

- Limits the storage of over-sized vehicles on commercial parking lots



Proposed Regulations

- Prohibits the random selling of vehicles in commercial parking lots and the street (private driveways are fine)
- Limits the storage of over-sized vehicles on the public street
- Limits the storage of over-sized vehicles on parking lots



Exceptions

- Allows recreational vehicles, trailers, & boats in the driveway and/or backyard
- Weekend exception (allows parking of recreational vehicles for 72 hours in the street)
- Large lots and AG property may store larger vehicles and equipment
- Does not impact active construction projects, public safety response, and deliveries in association with a business

Administration

- All related departments helped to review the proposed regulations (Police, Fire, Legal, Code Enforcement, etc.)
- Celina's code enforcement and police department will jointly administer the regulations
- Parking is typically complaint-based in residential areas
- Respectful methodologies are the foundation of Celina's culture in regards to enforcement



Next Steps

- ~~10-08-19: Worksession with City Council~~
- 11-12-19: Ordinance adoption
- Implementation





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: November 12, 2019
Re: Celina 15 Impact Fees: Caliber Collision and Christian Brothers

Action Requested:

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)

Background Information:

This agreement is for economic incentive funding from both the City and the EDC.

Board Review/Citizen Input:

The Celina Economic Development Corporation (EDC) is also a party to this agreement.

Alternatives:

N/A

Financial Considerations:

The City will waive 100% of water, sewer, and roadway impact fees, and EDC will reimburse \$50,000 once Laughlin Lane is built.

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.

**ECONOMIC DEVELOPMENT INCENTIVE AND PERFORMANCE AGREEMENT
CHAPTER 380—PRESTON 15**

This Economic Development Incentive and Performance Agreement (“Agreement”) is made by and among the City of Celina, Texas (the “City”), Celina Economic Development Corporation (the “CEDC”), and James Land & Development, 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 15.275± acre tract, generally located in the Collin County School Land #14 Survey, Abstract Number 167(the “Property”); and

WHEREAS, the Developer intends to construct, or cause construction of, two commercial businesses on a portion of the Property, one being a 5,005± square foot Christian Brothers Automotive with a capital investment of at least \$2,900,000 and the second being a 16,332± square foot Caliber Collision with a capital investment of at least \$4,000,000, each in the general location reflected in Exhibit “B”, and related public improvements/infrastructure to serve the Property upon full development (hereinafter collectively the “Facility”); and

WHEREAS, The Developer has agreed to construct Laughlin Lane in the general location reflected on Exhibit “B”, in accordance to the location, length and detailed specifications in construction plans approved by the City and in compliance with the ordinances and regulations of the City (“Laughlin Lane”); and

WHEREAS, the Developer has advised the City and the CEDC that a contributing factor that would encourage the Developer to construct the Facility and Laughlin Lane would be an agreement with the City and the CEDC to participate in the costs of construction of the Facility and Laughlin Lane; and

WHEREAS, the City and 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, CEDC intends to contribute an amount not to exceed fifty thousand and no/100 dollars (\$50,000.00) toward the cost of Laughlin Lane; and

WHEREAS, as partial consideration for Developer using the exterior and interior materials and design approved by the City, the City will waive or reduce certain impact fees for the Facility; and

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses 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 in the form of waiving certain impact fees for the Developer in accordance with this Agreement is in accordance with the City's 380 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 Development Corporation Act, Title 12, Subtitle C1, Chapter 501, 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 Laughlin Lane 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 CEDC Grant for Laughlin Lane 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.

“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.

“CEDC” shall have the meaning ascribed in the Recitals above.

“CEDC Grant” shall mean an economic development grant to defray a portion of the final verified costs of at least \$500,000 incurred by Developer to design and construct Laughlin Lane, in an amount of and not to exceed fifty thousand and no/100 dollars (\$50,000.00), to be paid as set forth herein.

“City” shall have the meaning ascribed in the Recitals above.

“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 and Laughlin Lane, as the case may be; (ii) all necessary permits for the construction of the Facility and Laughlin Lane, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction on the Facility and Laughlin Lane has commenced.

“Completion of Construction” shall mean: (a) for the Facility that (i) construction of the Facility has been substantially completed, (ii) the City has inspected and accepted the Facility, and (iii) the City has issued a final certificate of occupancy for the Facility; and (b) for Laughlin Lane that (i) construction of Laughlin Lane has been substantially completed, and (ii) the City has inspected and accepted Laughlin Lane.

“Developer” shall have the meaning ascribed in the Recitals above.

“Effective Date” shall mean the date that authorized representatives of all of the Parties have signed this Agreement.

“Expiration Date” shall mean the date that all Parties have fully satisfied their respective obligations herein.

“Facility” shall have the meaning ascribed in the Recitals above and as generally depicted in the Site 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 authorities, 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.

“Laughlin Lane” shall have the meaning ascribed in the Recitals above.

“Payment Request” means a complete written request from the Developer to the City and 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 City and CEDC, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility and Laughlin Lane.

“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.

“Site Plan” shall mean the building exhibit/preliminary site plan attached hereto as **Exhibit “B”**.

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) Construction Timeframe. The Developer shall design and construct, or cause the design and construction of, the Facility and Laughlin Lane in accordance with this Agreement. At a minimum the Facility shall consist of a 5,005± square foot Christian Brothers Automotive with a capital investment of at least \$2,900,000 and a 16,332± square foot Calliber Collision with a capital investment of at least \$4,000,000. Developer shall cause Commencement of Construction of the Facility to occur not later than August 1, 2020, and subject to events of Force Majeure, cause Completion of Construction of the Facility to occur not later than eighteen (18) months after the Commencement of Construction. Developer shall cause Commencement of Construction of Laughlin Lane to occur not later than August 1, 2020, and subject to events of Force Majeure,

cause Completion of Construction of Laughlin Lane to occur not later than eighteen (18) months after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that formal approval of a final site plan, consistent with the Site Plan attached as **Exhibit “B”**, for the Property by the City is required prior to Commencement of Construction of the Facility. The Developer shall submit and use diligent, good faith efforts to obtain City approval of a site plan, elevations and landscaping plan for the Facility not later than six (6) months 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. *As consideration for the reduction of impact fees for the Property, Owner has requested and the Parties agree that 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, apply to the Property, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.* Should Developer fail to comply with this paragraph (b) for any portion of the Property, the CEDC shall have no obligation to pay the CEDC Grant and the City shall have no obligation to reduce or waive impact fees even if Developer has performed any other obligations hereunder.

(c) Waiver of Certain Project Impact Fees. Assuming Developer timely applies for building permit(s) for the Facility that conform to the requirements of paragraph 3.1(b) above, the City will waive impact fees for water service, sewer service, or roadway improvements, normally incurred by Developer assessed under the City’s then-existing capital improvement plan for the Facility and shall reduce roadway impact fees by 50% for the remainder of the Property not containing the Facility.

3.2 (a) Facility Cost Participation. The CEDC agrees to contribute to the final verified actual costs of the design and construction of Laughlin Lane through the payment of the CEDC Grant. The CEDC Grant shall be paid not later than thirty (30) days after the date of satisfaction of all the conditions required in this Agreement.

(b) Facility Cost Verification. Following Completion of Construction of the Facility and Laughlin Lane, but not later than thirty (30) days after Completion of Construction of the Facility and Laughlin Lane, Developer shall submit to the City and CEDC the Payment Request accompanied by the receipts, records, and invoices for the payment of the costs to design and construct Laughlin Lane, and such other records as the City and/or CEDC may reasonably request to verify that the final actual costs are at least \$500,000.00 (“Expenditure Information”). The City and CEDC 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 and/or CEDC 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 or reduce certain impact fees 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) Good Standing. Developer shall not have an uncured breach of this Agreement or a Related Agreement.

(b) 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.

(c) Expenditure Information. The Expenditure Information provides verification that Developer incurred costs of at least \$500,000 in designing and constructing Laughlin Lane.

(d) Certificate of Occupancy and Design Guidelines. Developer shall have timely received a Certificate of Occupancy for the Facility and the building materials approved by the City were used in construction of both Christian Brothers Automotive and Calliber Collison.

(e) Completion and Acceptance of Laughlin Lane. Developer shall have timely completed construction of Laughlin Lane and the City shall have accepted Laughlin Lane.

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 and/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 and/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 Property 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 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 and the City's obligation to waive and reduce impact fees 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, Laughlin Lane and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, representatives 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

With a copy to:

Julie Fort
Messer, Fort & McDonald, PLLC
6371 Preston Rd. STE 200
Frisco, TX 75034

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: Adam James, Chief Executive Officer
James Land & Development
102 E. Broadway, STE 940
Prosper, Texas 75078

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. This 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. 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.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

CELINA ECONOMIC DEVELOPMENT CORP.

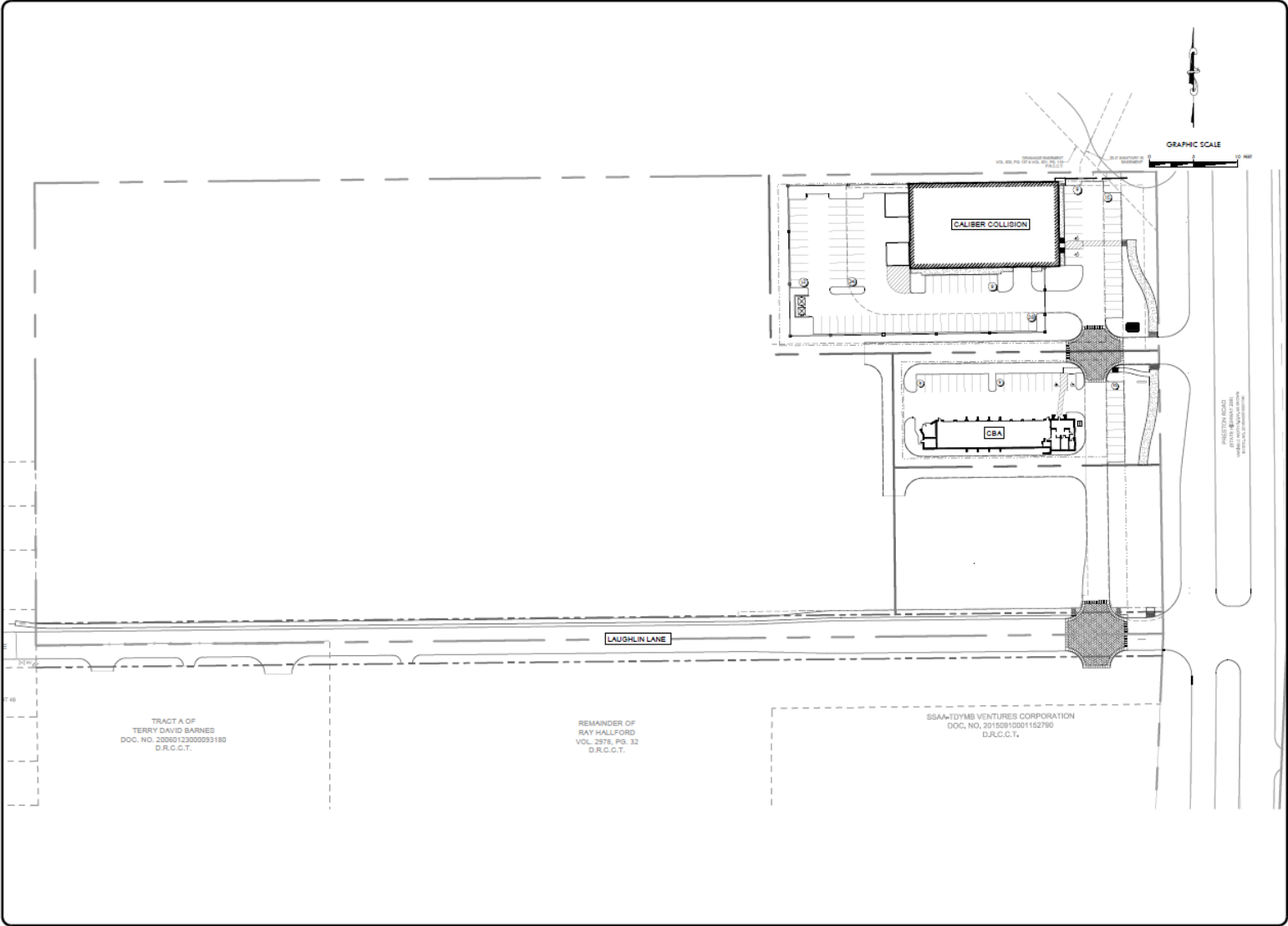
By: _____
Kyle Rose, President

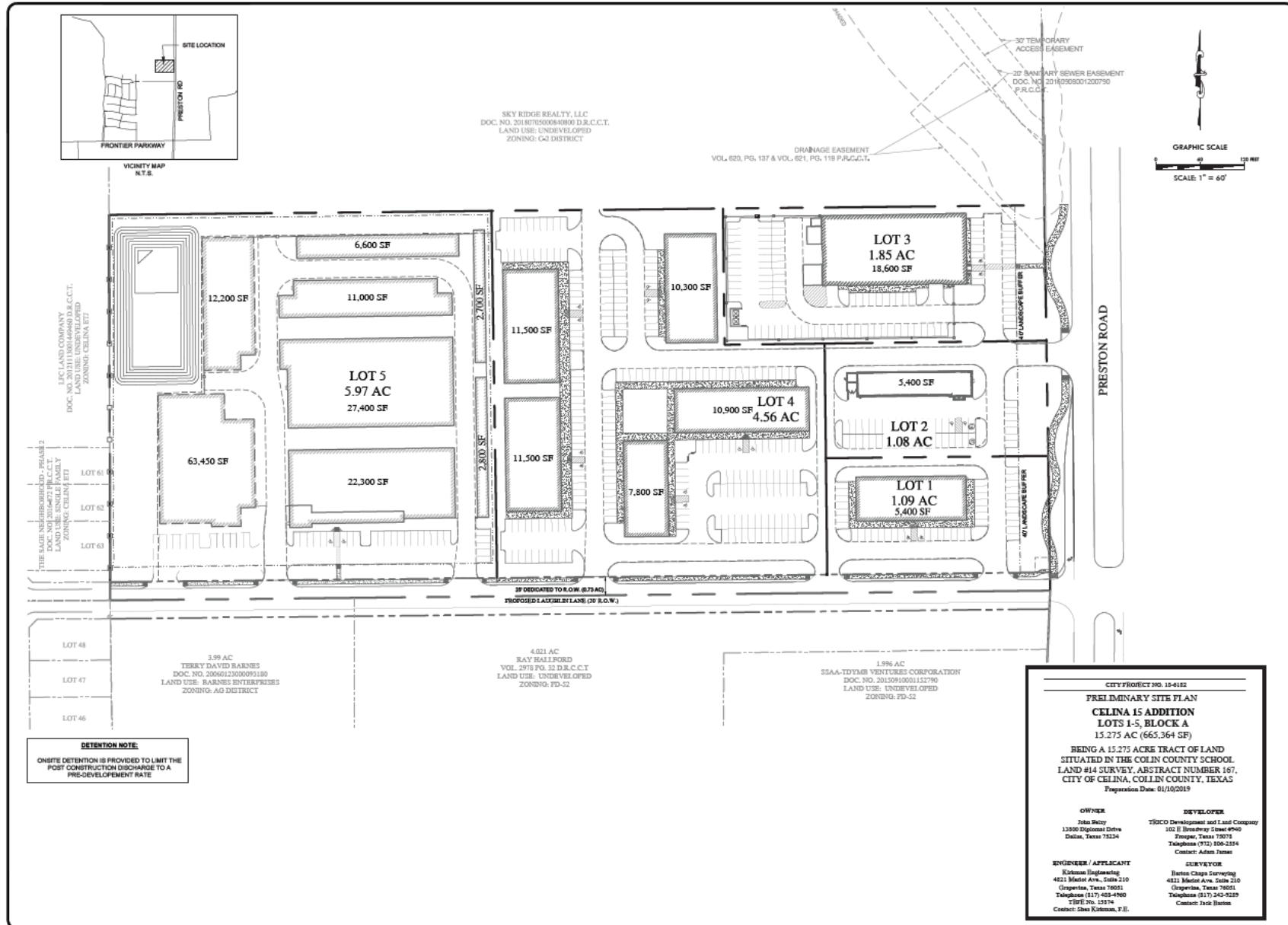
JAMES LAND AND DEVELOPMENT, LLC

By: _____
Adam James, Chief Executive Officer

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EXHIBIT “B”
SITE PLAN







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: November 12, 2019
Re: Prairie Crossing Drive Funding, Construction Resolution

Action Requested:

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)

Background Information:

Resolution approving an agreement regarding timing and construction of Prairie Crossing Drive by Collin County Municipal Utility District No. 1.

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.

AGREEMENT REGARDING PRAIRIE CROSSING DRIVE

This Agreement Regarding Prairie Crossing Drive (this "Agreement") is executed between LFC Land Company, LLC (the "Developer"), Collin County Municipal Utility District No. 1 (the "District"), and the City of Celina, Texas (the "City"), each a "Party" and collectively the "Parties" to be effective on November __, 2019 (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, at no cost to the City, the District intends to construct the following Prairie Crossing Drive improvements with funds advanced by the Developer: a 37-foot wide paving section consisting of two lanes and a roundabout to the specifications and in the location shown on Exhibit A (collectively, the "Road Improvements"); and

WHEREAS, the Road Improvements do not include any utilities, sidewalks, landscaping, street lighting, or street signage, and the only Road Improvements contemplated by this Agreement are those shown on Exhibit A as well as franchise utilities; and

WHEREAS, at no cost to the City, the Developer intends to dedicate to the District the right-of-way necessary to construct the Road Improvements as shown on Exhibit A.

WHEREAS, at no cost to the District, the City intends to acquire and dedicate to the District the right-of-way necessary for the District's ownership, operation, and maintenance of Prairie Crossing Drive as shown on Exhibit A.

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 and agreed by the Parties, the Parties agree as follows:

ARTICLE II FUNDING AND CONSTRUCTION OF PRAIRIE CROSSING DRIVE

2.1 Road Improvements.

(a) The District agrees (i) to submit plans for the construction of the Road Improvements to the City for review and approval no later than November 18, 2019; (ii) to commence construction of the Road Improvements by January 31, 2020; and (iii) to substantially complete the Road Improvements by July 31, 2020.

(b) The City agrees to expedite the review and approval of the construction plans for the Road Improvements to facilitate the District's commencement of construction of the Road Improvements by January 31, 2020. Any delay in City approval of the construction plans and associated permits for the Road Improvements shall be considered an event of force majeure.

(c) The Road Improvements shall be constructed in accordance with the standards applicable pursuant to that certain Amended and Restated Development Agreement between the City and the Developer effective March 12, 2007, as amended.

(d) At no cost to the City, the Developer agrees to (i) dedicate to the District the right-of-way necessary to construct the Road Improvements as shown on Exhibit A; and (ii) advance funds to the District necessary to construct the Road Improvements. The Developer and the District shall not be responsible for removing those existing paving sections for Prairie Crossing Drive shown on Exhibit A.

(e) As consideration for the Developer's commitment made in this Section 2.1, the City agrees that (i) the section of Prairie Crossing Drive shown on Exhibit A shall be designated as a collector thoroughfare on the City's master thoroughfare plan with a designation of 2LC 60'-80' right-of-way within 60 days after the Effective Date; (ii) Bridgewater Boulevard will be removed from the City's master thoroughfare plan within 60 days after the Effective Date; and (iii) Bridgewater Boulevard within the Light Farms development shall not be considered a collector thoroughfare, and homes within the Light Farms development will be permitted to front on Bridgewater Boulevard.

(f) As consideration for the District's commitment made in this Section 2.1, at no cost to the District, the City agrees to acquire and dedicate to the District the right-of-way necessary for the District's ownership, operation, and maintenance of Prairie Crossing Drive as shown on Exhibit A.

ARTICLE III **ADDITIONAL PROVISIONS**

3.1 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, 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.

3.2 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 (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 determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

3.3 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, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF.

3.4 Immunity. The City and the District waive their governmental immunity from suit and immunity from liability as to any action brought by the Developer to the extent permitted by applicable provisions, if any, of Texas Local Government Code Chapter 271, Subchapter I.

3.5 Assignment. The Developer has the right (from time to time without the consent of the City or the District, but upon written notice to the City and the District) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an “Assignee”) that is controlled by or under common control with Developer. Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the City and the District agree to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee’s failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City and the District within 15 days after execution, the Developer shall not be released until the City and the District receive such assignment. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City and the District release the Developer in writing. The Developer shall maintain written records of all assignments, including a copy of each executed assignment and the Assignee’s Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

3.6 Interpretation. The Parties acknowledge that each of them 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 or against any Party, regardless of which Party originally drafted the provision.

3.7 Authority. The City represents and warrants that this Agreement has been approved by ordinance duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The District represents and warrants that this Agreement has been approved by order duly adopted by the Board of Directors of the District in accordance with

3.8 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement 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. 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, 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.

3.9 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a “Notice”) shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by E-mail). Notices given pursuant to this section shall be addressed as follows:

With a copy to: Attn:_____

E-mail: _____

To the District:

Attn: President, Board of Directors
Collin County Municipal Utility District No.
1
c/o Crawford & Jordan LLP
19 Briar Hollow Lane, Suite 245
Houston, Texas 77027
E-mail: kwebster@kwaconstruction.com

With a copy to: Attn: Mr. Clay E. Crawford
Crawford & Jordan LLP
3100 McKinnon Street, Suite 1100
Dallas, Texas 75201
E-mail: ccrawford@crawlaw.net

To the Developer: Attn: Jake Wagner
LFC Land Company, LLC
8401 North Central Expressway, Suite 350
Dallas, Texas 75225
E-mail: jwagner@republicpropertygroup.com

With a copy to: Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com

3.10 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 the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

3.11 Boycott of Israel. The Developer represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable federal law, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer (i) boycotts Israel; or (ii) will boycott Israel during the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

3.12 Iran, Sudan and Foreign Terrorist Organizations. Section 2252.151 of the Texas Government Code defines a “governmental contract” as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Developer represents that, as of the date of this Agreement,

to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

3.13 Form 1295. Submitted herewith is a completed Form 1295 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 Developer, 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 Parties 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 Developer; and, neither the City nor its consultants have verified such information.

3.14 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Venue for any action to enforce or construe this Agreement shall be in Collin County.

3.15 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.

3.16 Exhibits. The following exhibit is attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Description and Location of Road Improvements and Right-of-Way
-----------	--

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by Developer and the City to be effective on the Effective Date.

ATTEST:

CITY OF CELINA

Name: _____
Title: Vicki Faulkner, City Secretary

By: _____
Name: _____
Title: _____

Date: _____

**APPROVED AS TO FORM AND
LEGALITY:**

Name: _____
City Attorney

Attachment: LEGAL-#84191-v6-Agreement re Prairie Crossing (2019-59R : Prairie Crossing Drive Funding, Construction Resolution)

OWNER:

LFC DEVELOPMENT COMPANY I, LLC
a Texas limited liability company

By: RJM/Celina III, L.P.
a Texas limited partnership
its manager

By: RJM/Celina III GP, Inc.,
a Texas corporation
its general partner

Name: _____
Title: _____

DISTRICT:

**COLLIN COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title : _____

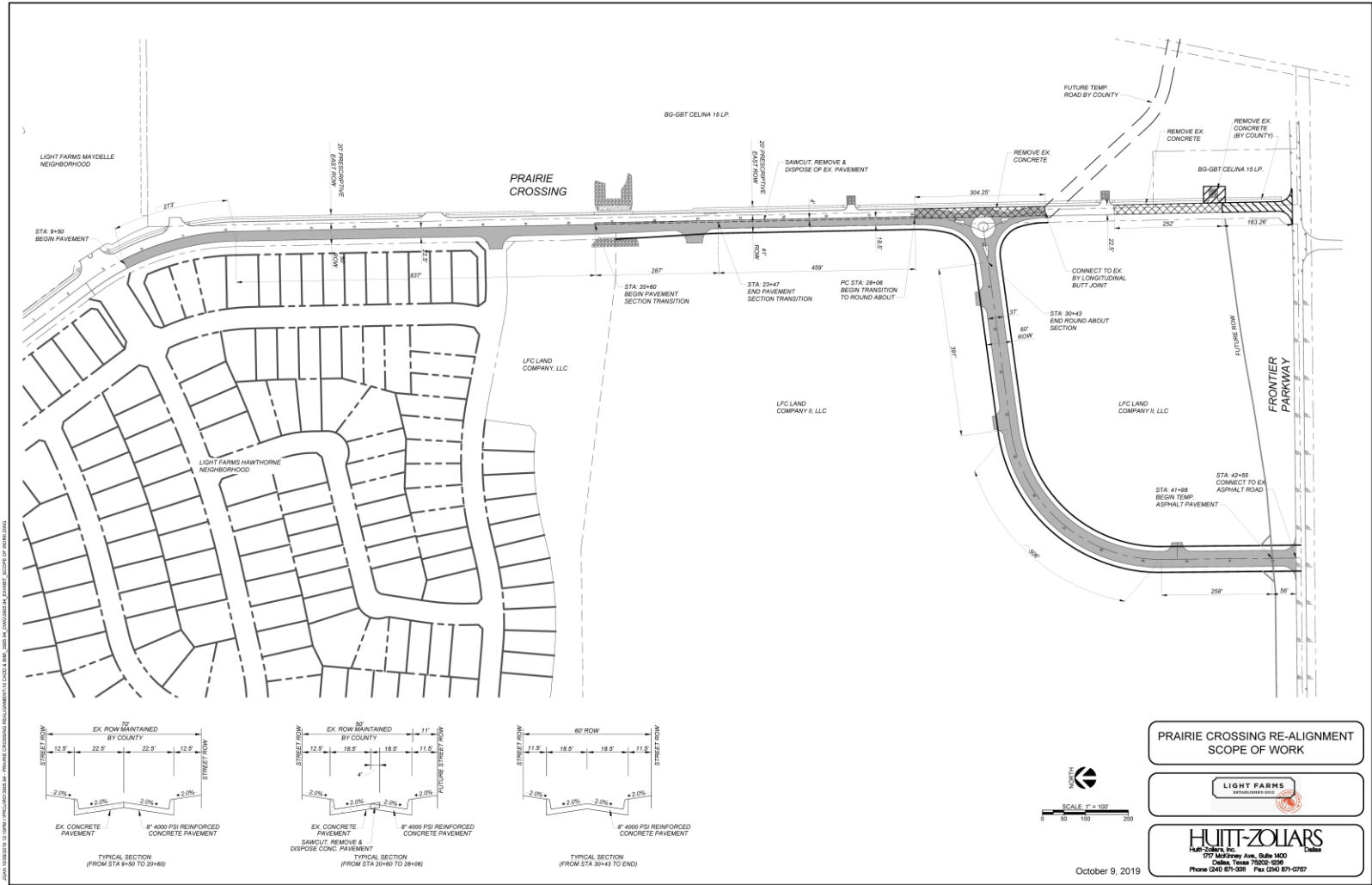
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on _____, 2019, by
_____, _____ of the Collin County
Municipal Utility District No. 1 on behalf of said district.

Notary Public, State of Texas

Attachment: LEGAL-#84191-v6-Agreement re Prairie Crossing (2019-59R : Prairie Crossing Drive Funding, Construction Resolution)

EXHIBIT A
DESCRIPTION AND LOCATION OF ROAD IMPROVEMENTS





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: November 12, 2019
Re: Downtown TIRZ Agreement with Collin County

Action Requested:

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)

Background Information:

On Monday, November 4th, 2019, Collin County Commissioners Court approved the agreement to participate in the Downtown TIRZ #11 at 50% of the County's ad valorem tax rate from the incremental growth over the Downtown value as of Jan 1, 2019.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The County will participate in the TIRZ increment share at a 50% rate. The taxable value of the TIRZ is anticipated to grow from approximately \$85 million (2017 value) to \$805 million (2048 value).

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.

City of Celina and Collin County

Agreement to Participate

in

Reinvestment Zone Number Eleven, City of Celina, Texas

THIS City of Celina and Collin County Agreement to Participate in Reinvestment Zone Number Eleven, City of Celina, Texas (this “Agreement”) is made and entered into by and between the City of Celina, Texas, a municipal corporation (the “City”), and Collin County, Texas (the “County”) under the authority of Texas Government Code Chapter 791.

WITNESSETH:

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the “Act”), and after due notice to the Collin County Commissioners Court, the City Council of the City, pursuant to Ordinance No. 2017-136 (the “Zone Ordinance”) adopted on December 12, 2017, created, established, and designated Reinvestment Zone Number Eleven, City of Celina, Texas (the “Reinvestment Zone”) under the Act; and

WHEREAS, the Act provides that each taxing unit levying taxes on real property in a reinvestment zone is not required to pay into the tax increment fund created for the zone any of the unit's tax increment produced from property in the zone unless the taxing unit enters into a tax participation agreement to do so with the governing body of the municipality that created the zone; and

WHEREAS, a tax participation agreement under the Act may be entered into any time before or after the zone is created, and such tax participation agreement may include any conditions for payment of the tax increment into the tax increment fund and must specify the portion of the tax increment to be paid into the tax increment fund and the years for which the tax increment is to be paid into the tax increment fund.

NOW THEREFORE, the City and the County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

Section 1. The County agrees to pay to the City for deposit into the tax increment fund created by the City for the Reinvestment Zone (the “TIRZ Fund”) over the term of the Reinvestment Zone the County’s tax increment calculated as a millage rate per \$100 of captured appraised value in the Reinvestment Zone that equals fifty percent (50%) of the County’s ad valorem tax rate (the “County Increment”) subject to the following terms and conditions:

- a. Boundary: The boundaries of the Reinvestment Zone are and shall be those described in the Zone Ordinance, as amended upon recommendation of the Board of Directors of the Reinvestment Zone (the “Board”) and approved by the City Council of the City.
- b. Development in the Zone: Property within the boundaries of the Reinvestment Zone shall be developed as nearly as possible in conformity with the project plan and according to a clear public purpose.
- c. Taxable Value: The captured appraised value of the property in the Reinvestment Zone taxable by the County for a year is the total taxable value of the property for that year less the tax increment base of the property. Although the tax increment base of the property in the Reinvestment Zone, which was created on December 17, 2017, is the total taxable value of the property as of January 1, 2017, the parties agree that the tax increment base of the property to be used for purposes of calculating the captured appraised value each year is the total taxable value of the property as of January 1, 2019, with 2019 being the year this Agreement was entered. The actual captured appraised value of the property in the Reinvestment Zone will be used to calculate the annual County Increment paid to the City and deposited in the TIRZ Fund pursuant to this Agreement.
- d. Bonds: There is currently no bonded indebtedness issued by the City and secured by the TIRZ Fund. The determination of whether to issue bonds in the future will be decided by the City.
- e. Use of the County Increment: All increment contributed by the County into the TIRZ Fund shall be utilized by the City and Reinvestment Zone only to pay for street and drainage projects that are included as “Project Costs” as defined in, and in accordance with, the Final Project Plan.

- f. TIRZ Board of Directors: The County shall appoint one member to the Board of Directors for the Reinvestment Zone who shall meet the eligibility requirements of the Act and the Zone Ordinance, as such exist or may be amended. The County-appointed director position shall have a term of 2 years starting on January 1 of each odd-numbered year. The County-appointed director shall serve at the will of the County and may be removed at any time. Anyone appointed mid-term shall serve for the remained of the term.

Section 2.

a. For and in consideration of the agreement of the parties set forth herein, and subject to the provisions of this Agreement, the County agrees to participate in the Reinvestment Zone by contributing fifty percent (50%) of the County Increment to the City to be deposited into the TIRZ Fund to pay for street and drainage projects that are included as Project Costs. Payment by the County of the County Increment shall be made from actual property tax revenue received and due to the City within sixty (60) days of County's receipt thereof and the City shall immediately deposit the payment into the TIRZ Fund. No interest or penalty will be charged to the County for any late payment received from the County. However, the penalty and interest received by the County on any delinquent taxes from the County shall be paid to the City and deposited into the TIRZ Fund, less any collection fees incurred by the County. The County is not obligated to pay the County Increment from any source other than the real property ad valorem taxes collected by the County from properties within the Reinvestment Zone. For and during the term of this Agreement the County shall not enter into any agreements that would reduce the County Increment (including, but not limited to, tax abatement agreements and Texas Local Government Code "381 Economic Development Agreements") without the consent of the City.

- b. The County shall have the right to annually audit the records of the Reinvestment Zone.

Section 3. The term of this Agreement, unless extended by mutual agreement of the County and the City, shall commence upon execution by the last party and shall terminate upon termination of the Reinvestment Zone.

Section 4. This Agreement and the TIRZ Fund shall be administered by the City Manager or his designees. The City shall maintain a separate account for the TIRZ Fund at a

depository selected by the City, which TIRZ Fund shall be secured in the manner prescribed by law for funds of Texas cities. The TIRZ Fund shall be an account into which the City shall deposit the County Increment, the City tax increment (as defined in the Zone Ordinance and Final Plan), and all accrued interest earned on the fund.

Section 5. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the addresses shown below (or to such other addresses as the parties may request, in writing, from time to time):

If intended for the City, to:

City Manager
City of Celina
142 North Ohio Street
Celina, TX 75020

If intended for the County, to:

County Judge
Collin County
Collin County Administration Building
2300 Bloomdale Rd. #4192
McKinney, TX 75071

Section 6. Venue shall be exclusively in Collin County, Texas.

Section 7. This Agreement embodies the complete understanding of City and the County superseding all oral or written previous and contemporary agreements between the parties relating to matters herein. This Agreement may be amended, modified, or supplemented only by an instrument in writing executed by City and the County. Any amendments to this Agreement required by changes in state or federal law will be automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law.

EXECUTED this ____ day of _____, 2019, by the City signing by and through the City Manager as its duly authorized official; and

EXECUTED this ____ day of _____, 2019, by Collin County signing by and through the County Judge as its duly authorized official.

CITY OF CELINA

COLLIN COUNTY

Jason Laumer, City Manager

Chris Hill, County Judge

Attachment: City of Celina and Collin County TIRZ Agreement MFM 10.31.19 (Downtown TIRZ Agreement with Collin County)



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: November 12, 2019
Re: Lakes at Mustang Ranch CDR

Action Requested:

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)

Background Information:

Cost determining resolution for Lakes at Mustang Ranch Public Improvement District, and approval of preliminary service and assessment plan.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Estimated Phase #3 Improvement costs are \$4,377,000.

Legal Review:

N/A

Supporting Documents:

- Proposed resolution
- Preliminary Service and Assessment Plan

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS TO BE FINANCED WITHIN THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT PHASE #3; APPROVING A PRELIMINARY UPDATED SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED PHASE #3 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED PHASE #3 ASSESSMENT ROLL 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 PHASE #3; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

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 corporate limits of the City; and

WHEREAS, on March 10, 2008, 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 authorized the creation of the District and the issuance of up to \$111,000,000.00 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, on January 13, 2015, the City Council approved Ordinance No. 2015-02 approving *The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan*, dated January 13, 2015 (the “Original SAP”) and Phase #1 Assessment Roll and approved Ordinance No. 2015-03 also approving the Original Service and Assessment Plan and Phases #2-9 Major Improvement Assessment Roll for the District, levying special assessments against property within the District and establishing a lien on such property, and providing for payment of the assessments; and

Lakes of Mustang Ranch Phase #3 - Resolution Determining Cost of Authorized Improvements
Page 1 of 4

1260.010\85449.1

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) and \$13,150,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phase #2-9 Major Improvement Project); and

WHEREAS, on December 13, 2016, the City Council approved Ordinance No. 2016-84 approving an updated The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan (the “Phase #2 SAP Update”) and Phase #2 Assessment Roll for the District, levying special assessments against property within Phase #2 of the District and establishing a lien on such property, and providing for payment of the assessments; and

WHEREAS, the City Council and the City staff have been presented a preliminary updated service and assessment plan updating the Original SAP (as updated by the Phase #2 SAP Update and each annual update approved by the City in accordance with the Act) to include Phase #3 improvements and assessments, including the Proposed Phase #3 Assessment Roll for Phase #3 attached thereto (the “Proposed Phase #3 Assessment Roll”), dated November 12, 2019 (collectively, the “Preliminary Phase #3 SAP Update”), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes, which identifies the area constituting the Phase #3 area of the District and identifying costs of the Phase #3 improvements within the District, and updating the assessment rolls for the assessed property in the District to include the Proposed Phase #3 Assessment Roll; and

WHEREAS, the Preliminary Phase #3 SAP Update sets forth the estimated total costs of certain Authorized Improvements that specially benefit the Assessed Property within Phase #3 (the “Phase #3 Improvements”) that are to be financed within the District at this time and the Proposed Phase #3 Assessment Roll states the assessments proposed to be levied for the Phase #3 Improvements against each parcel of land within Phase #3 (the “Phase #3 Assessed Property”) in the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Phase #3 Assessment Roll be filed with the City Secretary of the City (the “City Secretary”) and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the “Assessment Hearing”) be called to consider proposed assessments to be levied on Phase #3 Assessed Property and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary Phase #3 SAP Update for the District, including the Proposed Phase #3 Assessment Roll, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary Phase #3 SAP Update.

SECTION 3. The City Council hereby determines that the total costs of the Phase #3 Improvements to be financed for the benefit of the Phase #3 Assessed Property within the District are as set forth in Table III-E of the Preliminary Phase #3 SAP Update, which costs do not include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. The City Council’s final determination and approval of the costs of the Phase #3 Improvements, or any portion thereof, shall be subject to and contingent upon City Council approval of a final The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan updated for Phase #3 which will include a final Phase #3 Assessment Roll, after the properly noticed and held Assessment Hearing.

Commented [A1]: In an abundance of caution, we want to give 15 days notice of the hearing if improvement being further specified in the updated SAP. 372.009 HEARING. (a) A public improvement district may be established and improvements provided by the district may be financed under this subchapter only after the governing body of the municipality or county holds a public hearing on the advisability of the improvement.

Commented [A2]: 15 day mailing for creation .00 newspaper for assessment .016

SECTION 5. The Proposed Phase #3 Assessment Roll states the assessment proposed to be levied against each parcel of Phase #3 Assessed Property within the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary Phase #3 SAP Update.

SECTION 6. The City Council expressly defers the levy of assessments against property within future phases of the District for phase-specific improvements that will benefit only the property within each subsequent phase until such time as the costs of such phase-specific improvements can be determined with certainty as referenced in Section III-F of the Preliminary Phase #3 SAP Update.

SECTION 7. The City Council hereby authorizes and directs the filing of the Proposed Phase #3 Assessment Roll with the City Secretary and the same shall be available for public inspection.

SECTION 8. The City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing as defined above) to be held on **December 10, 2019** beginning at or after **5:00 p.m.** in the regular meeting place of the City Council in the Celina ISD Admin Bldg. Board Room, 205 S. Colorado Street, Celina, Texas 75009, at which the City Council shall, among other actions, hear and pass on any objections to the proposed Phase #3 Assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the Phase #3 Assessments as special assessments on Phase #3 Assessed Property within the District (which ordinance shall specify the method of payment of the assessments).

SECTION 9. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on **December 10, 2019**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before November 27, 2019 as required by Section 372.016(b) of the Act.

SECTION 10. When the Proposed Phase #3 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before

November 27, 2019 to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on **December 10, 2019** as required by Section 372.016(c) of the Act.

SECTION 11. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the December 10, 2019 meeting of the City Council.

SECTION 12. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 12th day of November, 2019.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

EXHIBIT A
PRELIMINARY SERVICE AND ASSESSMENT PLAN UPDATED FOR PHASE #3

Exhibit A
Lakes of Mustang Ranch Phase #3 - Resolution Determining Cost of Authorized Improvements

1260.010\85449.1

Attachment: ResolutionLEGAL-#85449-v1-Celina_Mustang_Ranch_PID_201p_Ph_3 -

EXHIBIT B
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on **December 10, 2019 at or after 5:00 p.m.** in the regular meeting place of the City Council in the Celina ISD Admin Bldg. Board Room, 205 S. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Phase #3 of The Lakes at Mustang Ranch Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The proposed Authorized Improvements to be undertaken at this time include road improvements, water distribution system improvements, sanitary sewer collection system improvements, storm drainage improvements, and costs related to the creation of the District.

The total cost of the Authorized Improvements to be constructed for the special benefit of Phase #3 is \$4,377,000.00 and the proposed Phase #3 Assessment is \$3,700,000. The total costs of Authorized Improvements to benefit future phases within the District for which assessments can be levied in the future cannot be determined with certainty at this time, but such costs shall not exceed an additional \$74,850,000.00.

The boundaries of the District include approximately 682 acres of land generally located in the area encompassed east of County Road 83, west of FM 2478, north of Frontier Parkway (FM 1461), and south of County Road 88, as more particularly described in Celina Resolution No. 2008-06R approved March 10, 2008, and by a metes and bounds description available at Celina City Hall. Phase #2 is approximately 104 acres within the District.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Phase #3 Assessment Roll relating to the Authorized Improvements to be financed for the benefit of the Phase #3 Assessed Property and that includes the assessments to be levied against each parcel of Phase #3 Assessed Property in the District, is available for public inspection at the office of the City Secretary, 142 N. Ohio Drive, Celina, Texas 75009.

Exhibit B
Lakes of Mustang Ranch Phase #3 - Resolution Determining Cost of Authorized Improvements

1260.010\85449.1

Attachment: ResolutionLEGAL-#85449-v1-Celina_Mustang_Ranch_PID_2019_Ph_3

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

January 13, 2015

As updated for Phase #2 on December 13, 2016

and

as updated for Phase #3 on December 10, 2019

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On March 10, 2008 (the “Creation Date”) the City Council of the City of Celina, Texas (the "City") passed Resolution No. 2008-06R approving and authorizing the creation of The Lakes at Mustang Ranch Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in the PID (the “Authorized Improvements”), all of which is located within the City.

The property in the PID is proposed to be developed in approximately nine phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be provided for that phase.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Rolls for the PID are included as Appendix F and G of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include: (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Administrator” means the employee or designee of the City, identified in any Trust Indenture relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with

the PID Act and codes with respect to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments, as shown on the Assessment Rolls attached hereto as Appendix F, Appendix G, Appendix H, and Appendix I, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Prepayment Reserve described in Section V of this Service and Assessment Plan, and (iii) the Delinquency Reserve in Section V of this Service and Assessment Plan.

“Annual Installment Allocable to the City Contributed Major Improvements” means, with respect to each Parcel, each annual payment of: (i) that portion of each Assessment allocable to the City Contributed Major Improvements including interest, as shown on the Assessment Rolls attached hereto as Appendix F and Appendix G, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan.

“Annual Service Plan Update” has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel, consisting of the PID Bond Portion and the City Improvement Portion, imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” means, as applicable, the Phases #2 – 9 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, an Assessment Roll for Future

Phases of development or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Authorized Improvement Costs” mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

“Bonds” mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

“City” means the City of Celina, Texas.

“City Contributed Grant Amount” means, with respect to each Parcel, the amount of unencumbered and lawfully available funds equal to ad valorem taxes collected by the City from the Assessed Property and the property in the Parks at Wilson Creek Public Improvement District (the “Parks PID”) during the previous year, as applicable, to be used for reducing the Annual Installment Allocable to the City Contribution Major Improvements in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan. Such payments are not pledged to the Bonds.

“City Contributed Major Improvements” mean those water and sewer Major Improvements described in Section III of this Service and Assessment Plan, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“City Improvement Portion” means the portion of the Assessment allocable to the City Contributed Major Improvements.

“City Council” means the duly elected governing body of the City.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Delinquency Reserve” means a reserve amount to be funded from additional interest collected each year as more fully described in Section V.H of this Service and Assessment Plan.

“Developer” means Celina 682 Partners, L.P., a Texas limited partnership.

“Equivalent Units” mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix D attached hereto.

“Future Phases” means Phases that are fully developed after Phase #1, Phase #2, and Phase #3 as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

“Homeowner Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a home owners’ association.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Collin County, Texas.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the estimated final average home value for each Lot as of the date of the recorded subdivision plat, considering factors such as density, Lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the Lot, as determined by the Administrator and confirmed by the City Council.

“Lot Type 1” means lots identified as one acre lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 43,560 square feet size and a minimum lot width of 80 feet, as permitted by the Planned Development Regulations.

“Lot Type 2” means lots identified as 100 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 15,000 square feet size and a minimum lot width of 75 feet, as permitted by the Planned Development Regulations.

“Lot Type 3” means lots identified as 86 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 12,040 square feet size and a minimum lot width of 75 feet, as permitted by the Planned Development Regulations.

“Lot Type 4” means lots identified as 74 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 9,620 square feet size and a minimum lot width of 70 feet, as permitted by the Planned Development Regulations.

“Lot Type 5” means lots identified as 60 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 7,500 square feet size and a minimum lot width of 60 feet, as permitted by the Planned Development Regulations.

“Lot Type 6” means lots identified as 50 feet lots in the Service and Assessment Plan and on the Assessment Roll, being lots with approximately 6,000 square feet size and a minimum lot width of 50 feet, as permitted by the Planned Development Regulations.

“Major Improvements” or “MI” mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI. E. 2.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

“Phase” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

“Phase #1” means the initial Phase to be developed, identified as “Phase #1” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

“Phase #1 Assessed Property” means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

“Phases #1 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.

“Phase #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #1 Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Improvement District Phase #1 Project)" that are secured by Phase #1 Assessment Revenues.

“Phase #1 Improvements” mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Authorized Improvements which only benefit Phase #1 Assessed Property and are described in Section III.C.

“Phase #2” means the second Phase to be developed, identified as “Phase #2” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

“Phase #2 Assessed Property” means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll against which an Assessment relating to the Phase #2 Improvements is levied.

“Phases #2 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for the Phase #2 Improvements.

“Phase #2 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #2 Improvements” mean the Authorized Improvements which only benefit Phase #2 Assessed Property and are described in Section III.C.

“Phase #3” means the third Phase to be developed, identified as “Phase #3” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix I.

“Phase #3 Assessed Property” means all Parcels within Phase #3 other than Non-Benefited Property and shown in the Phase #3 Assessment Roll against which an Assessment relating to the Phase #3 Improvements is levied.

“Phases #3 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #3 Assessed Property, or the Annual Installments thereof, for the Phase #3 Improvements.

“Phase #3 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix I, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #3 Improvements” mean the Authorized Improvements which only benefit Phase #3 Assessed Property and are described in Section III.C.

“Phased PID Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

“Phases #2 - 9” mean the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

“Phases #2 – 9 Assessed Property” means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

“Phases #2 – 9 Major Improvements” mean (i) the pro rata portion of the Major Improvements allocable to Phases #2 – 9 and are described in Section III.C.

“Phases #2 – 9 Major Improvement Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2 – 9 Assessed Property, or the Annual Installments thereof, for the pro rata portion of the Major Improvements allocable to Phases #2 - 9.

“Phases #2 – 9 Major Improvement Assessment Roll” means the document included in this Service and Assessment Plan as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phases #2 – 9 Major Improvement Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Improvement District Phases #2 – 9 Major Improvement Project)" that are secured by Phases #2 – 9 Major Improvement Assessment Revenues.

“PID” has the meaning set forth in Section I.A of this Service and Assessment Plan.

“PID Act” has the meaning set forth in Section I.A of this Service and Assessment Plan.

“PID Bond Portion” means the portion of the Assessment allocable to the principal and interest on the Bonds.

“Planned Development Regulations” means the development regulations included as Exhibit D to the Amended and Restated Development Agreement dated as of October 23, 2014, and recorded in the Official Public Records of Collin County, Texas, on November 7, 2014, at document number 20141107001222280.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“Prepayment Reserve” means a reserve amount to be funded from additional interest collected each year as more fully described in Section V.G of this Service and Assessment Plan.

“Public Property” means property, real property, right-of-way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Collin County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

“Reimbursement Agreement” means each installment sales contract or reimbursement agreement between the City and the Developer permitted by Section 372.023(d)(1) of the Act.

“Service and Assessment Plan” means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be updated and/or amended from time to time.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

“Trustee” means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 682 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,772 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to property within the PID. The estimated number of Lots (1,772) and the classification of each Lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

**Table II-A
Proposed Development**

Proposed Development Type	Quantity	Measurement
Single Family Residential – One acre	48	units
Single Family Residential – 100 Ft	18	units
Single Family Residential – 86 Ft	163	units
Single Family Residential – 74 Feet	458	units
Single Family Residential – 60 Feet	495	units
Single Family Residential – 50 Feet	590	units
Total	1,772	units

B. PROPERTY INCLUDED IN PHASE #1, PHASE #2, PHASE #3 AND PHASES #2 – 9

Phase #1 consists of 335 single family residential units developed as Phase #1 on approximately 178 acres as further described in Section III. Phase #2 consists of 360 single family residential units developed as Phase #2 on approximately 104 acres as further described in Section III. Phase #3 is projected to consist of 195 single family residential units to be developed as Phase #3 on approximately 72 acres, as further described in Section III. Phases # 2 - 9 (including the 360 lots in Phase #2) consist of approximately 504 acres and are projected to consist of approximately 1,437 residential units. A map of the property within Phase #1, Phase #2, Phase #3 and Phases #2 – 9 and depicting the boundaries of each proposed Phase is shown in Appendix A.

The property within Phase #1 of the PID has been developed as summarized in Table II-B on the following page:

Table II-B

Proposed Development – Phase #1

Lot Type	Quantity	Measurement
Single Family Residential – One acre	18	units
Single Family Residential – 100 Ft	0	units
Single Family Residential – 86 Ft	48	units
Single Family Residential – 74 Feet	56	units
Single Family Residential – 60 Feet	104	units
Single Family Residential – 50 Feet	109	units
Total	335	units

The property within Phase #2 of the PID has been developed as summarized in Table II-C below:

Table II-C
Proposed Development – Phase #2

Lot Type	Quantity	Measurement
Single Family Residential – One acre	0	units
Single Family Residential – 100 Ft	4	units
Single Family Residential – 86 Ft	49	units
Single Family Residential – 74 Feet	68	units
Single Family Residential – 60 Feet	68	units
Single Family Residential – 50 Feet	171	units
Total	360	units

The property within Phase #3 of the PID is proposed to be developed as summarized in Table II-D below:

Table II-D
Proposed Development – Phase #3

Proposed Development Type	Quantity	Measurement
Single Family Residential – One acre	0	units
Single Family Residential – 100 Ft	0	units
Single Family Residential – 86 Ft	25	units
Single Family Residential – 74 Feet	88	units
Single Family Residential – 60 Feet	82	units
Single Family Residential – 50 Feet	0	units
Total	195	units

C. PROPERTY INCLUDED IN FUTURE PHASES

As Phases are developed, it is anticipated that additional Bonds will be issued for each new Phase. In connection with the issuance of each new series of Phased PID Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase as shown for Phase #1 in Section B above. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix F, Appendix G, Appendix H and Appendix I.

The estimated number of units at the build-out of the PID is based on the land use approvals by the City for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

- (a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.
- (b) A public improvement may include:
 - (i) landscaping;
 - (ii) erection of fountains, distinctive lighting, and signs;
 - (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
 - (iv) construction or improvement of pedestrian malls;
 - (v) acquisition and installation of pieces of art;
 - (vi) acquisition, construction, or improvement of libraries;
 - (vii) acquisition, construction, or improvement of off-street parking facilities;
 - (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
 - (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
 - (x) the establishment or improvement of parks;
 - (xi) projects similar to those listed in Subdivisions (i)-(x);

- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and
- (xiv) payment of expenses incurred in the establishment, administration, and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing.

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Authorized Improvements as described in Appendix B and shown on the diagram included as Appendix C should be undertaken by the City for the benefit of the property within the PID.

B. DESCRIPTION OF ESTIMATED COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The estimated costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the Equivalent Units as calculated and shown in Appendix D using the planned lot types and anticipated number of lots.

The Major Improvements include the City Contributed Major Improvements. The estimated costs of the Major Improvements (excluding the City Contributed Major Improvements) are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The roadway portion of the Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks and retaining walls. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements will be constructed according to City standards.

Water Distribution System Improvements:

The water distribution system portion of the Major Improvements includes water mains of various diameters, generally 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Major Improvements includes sanitary sewer mains of various diameters, generally 6-12 inches, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Major Improvements includes pre-development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, curb inlets, pre-cast headwalls, detention structures and trench safety. The storm drainage collection system improvements will be constructed according to City standards.

Table III-A
Estimated Major Improvement Costs
(Excluding the City Contributed Major Improvements)

Authorized Improvements	Total Estimated Major Improvement Costs
Road improvements including right-of-way	\$10,366,268
Water distribution system improvements	\$918,591
Sanitary sewer collection system improvements	\$1,651,669
Storm sewer collection system improvements	\$1,768,948
Soft costs including PID creation, City, professional, and miscellaneous soft costs	\$427,195
Total – Major Improvement Costs	\$15,132,671

City Contributed Major Improvements

The estimated costs of the City Contributed Major Improvements are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID. The total estimates for the City Contributed Major Improvements costs of \$25,685,000 and the prorated amount of \$3,730,000 of such costs allocated to the PID are provided by the City.

The water distribution system portion of the City Contributed Major Improvements based on the water models will include a combination of trunk main of various diameters, generally 12-inch and 24-inch, that are generally PVC pipe, matching gate valves, fire hydrants, a possible booster

pump station, and associated water main appurtenances. The water distribution system improvements will be constructed according to City standards.

The wastewater system portion of the City Contributed Major Improvements based on waste water system models will include a combination of sanitary sewer trunk mains of various, generally 18-24 inches in diameter, that are generally PVC pipe, a lift station, force mains, manholes and other sewer main appurtenances. The wastewater system improvements will be constructed according to City standards.

Table III-B
Estimated City Contributed Major Improvements

Authorized Improvements	Total Estimated City Contributed Major Improvement Costs	Prorated Share Benefiting the PID Property
Water distribution system improvements	\$11,185,000	\$1,595,538
Sewer collection system improvements	\$11,238,300	\$1,603,141
Contingency and other costs	\$3,261,700	\$531,321
Total – City Contributed Major Improvement	\$25,685,000	\$3,730,000

The costs shown in Tables III-A and III-B are current estimates and may be revised in Annual Service Plan Updates.

C. DESCRIPTION OF ESTIMATED COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The costs of the Phase #1 Improvements are shown in Table III-C.

Road Improvements:

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, removal of existing curb, sidewalks, retaining walls, signage and traffic control devices. The Phase #1 roadway improvements include an allocable share of perimeter road improvements. The Phase #1 roadway improvements will be constructed according to City standards.

Water Distribution System Improvements:

The water distribution system portion of the Phase #1 Improvements include 12-inch PVC waterlines, 6-inch and 12-inch gate valves and boxes, fire hydrants, and tapping sleeves. The Phase #1 water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #1 Improvements includes 8-inch PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #1 sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.Ps, curb inlets, pre-cast headwalls, detention structures and trench safety. The Phase #1 storm drainage collection system improvements will be constructed according to City standards.

Table III-C
Phase #1 Improvement Costs

Authorized Improvements	Total Phase #1 Improvement Costs
Road improvements	\$3,088,351
Water distribution system improvements	\$914,569
Sanitary sewer collection system improvements	\$780,469
Storm sewer collection system improvements	\$1,142,382
Soft costs including PID creation, City, professional, and miscellaneous soft costs	\$432,000
<i>Subtotal – Estimated Phase #1 Improvement Costs</i>	<i>\$6,357,771</i>
Add: Proportional share of estimated Major Improvement Costs (excluding City Contributed Major Improvements) ¹	\$2,839,556
Total Phase #1 Improvement Costs (excluding City Contributed Major Improvements)	\$9,197,327

¹ See Section V(C) for allocation of Major Improvement costs to Phase #1

Additional details of the Phase #1 Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V (C).

D. DESCRIPTION OF ESTIMATED COSTS OF PHASE #2 IMPROVEMENTS

The Phase #2 Improvements descriptions are presented below as provided by the project engineer. The costs of the Phase #2 Improvements are shown in Table III-D. The costs shown in Table III-D are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The roadway portion of the Phase #2 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks, signage and traffic control devices. The Phase #2 roadway improvements will be constructed according to City standards.

Water Distribution System Improvements:

The water distribution system portion of the Phase #2 Improvements include 8-inch PVC waterlines, 6-inch and 8-inch gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #2 water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #2 Improvements includes 8-inch PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #2 sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #2 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.Ps, curb inlets, pre-cast headwalls, detention structures and trench safety. The Phase #2 storm drainage collection system improvements will be constructed according to City standards.

Table III-D
Estimated Phase #2 Improvement Costs

Authorized Improvements	Total Estimated Phase #2 Improvement Costs
Road improvements	\$2,463,000
Water distribution system improvements	\$796,000
Sanitary sewer collection system improvements	\$800,000
Storm sewer collection system improvements	\$967,000
Soft costs including PID creation, City, professional, and miscellaneous soft costs	\$274,000
Total Estimated Phase #2 Improvement Costs (excluding City Contributed Major Improvements)	\$5,300,000

Additional details of the Phase #2 Improvements are shown in Appendix B attached to this Service and Assessment Plan.

E. DESCRIPTION OF ESTIMATED COSTS OF PHASE #3 IMPROVEMENTS

The Phase #3 Improvements descriptions are presented below as provided by the project engineer. The costs of the Phase #3 Improvements are shown in Table III-E. The costs shown in Table III-E are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The roadway portion of the Phase #3 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks, signage and traffic control devices. The Phase #3 roadway improvements will be constructed according to City standards.

Water Distribution System Improvements:

The water distribution system portion of the Phase #3 Improvements include 8-inch PVC waterlines, 6-inch and 8-inch gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #3 water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #3 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #3 sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #3 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.Ps, curb inlets, headwalls, detention structures and trench safety. The Phase #3 storm drainage collection system improvements will be constructed according to City standards.

Table III-E
Estimated Phase #3 Improvement Costs

Authorized Improvements	Total Estimated Phase #3 Improvement Costs
Road improvements	\$1,919,000
Water distribution system improvements	\$727,000
Sanitary sewer collection system improvements	\$554,000
Storm sewer collection system improvements	\$965,000
Soft costs including PID creation, City, professional, and miscellaneous soft costs	\$212,000
Total Estimated Phase #E Improvement Costs (excluding City Contributed Major Improvements)	\$4,377,000

The costs of the Major Improvements and the City Contributed Major Improvements applicable to Phase #3 have already been accounted for as part of the Phase #2 - 9 Major Improvement Area. As a result, there are no prorata amounts of the costs of the Major Improvements and the City Contributed Major Improvements to be included as part of Phase #3 Improvements and shown in Table III-D.

The costs shown in Tables III-A, III-B, III-D, and III-E are estimates and may be revised in Annual Service Plan Updates. The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

E. Future Phase Authorized Improvements

As Phases are developed, additional Phased Bonds will be issued to finance Authorized Improvements for each Future Phase. As Phased PID Bonds are issued for each Future Phase, this Service and Assessment Plan will be updated to identify the specific Authorized Improvements financed by such Phased PID Bonds that benefit each Phase (e.g., a Table III-F will be added to show the estimated costs for Phase 4 Authorized Improvements, etc.).

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 12 months to construct the Major Improvements to be financed with the Phases #2 – 9 Major Improvement Bonds and approximately 12 months for the Phase #1 Improvements to be constructed. It is anticipated that it will take approximately 12 months to construct Phase #2 Improvements to be constructed. At some point after all or a portion of the Major Improvements, Phase #1 Improvements and Phase #2 Improvements are constructed, Phase #3 will begin development. After Phase #3 is developed, it is anticipated that Phase #4 will begin development, and so on, with each Future Phase to be subsequently developed corresponding to the updates to this Service and Assessment Plan related to that development.

The estimated Actual Costs for Major Improvements and Phase #1 Improvements plus costs related to the issuance of the Bonds, in one or more series, for the Major Improvements and Phase #1 Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is \$32,777,224 as shown in Table IV-A-1. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Table IV-A-1 summarizes the sources and uses of funds required to construct the Major Improvements (excluding the City Contributed Major Improvements) to be financed with the Phases #2 – 9 Major Improvement Bonds and Phase #1 Improvements, the City Contributed Major Improvements to be financed with the sum of the Annual Installment Allocable to the City Contributed Major Improvements as offset by applicable credits, the Phase #1 Improvements to be financed with the Phase #1 Bonds, establish the PID, and issue the Phase #1 PID Bonds and the Phases #2 – 9 Major Improvement Bonds. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

Table IV-A-2 summarizes the sources and uses of funds required to construct the Phase #2 Improvements to be financed with the Phase #2 Assessment Revenues. The sources and uses of funds shown in Table IV-A-2 shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

As Future Phases are developed in connection with the issuance of Phased PID Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-A-4 will be included to add Phase #4, etc.).

Bonds have been issued starting in 2015 to finance the Major Improvements (excluding the City Contributed Major Improvements) and Phase #1 Improvements. The City Contributed Major Improvements will be financed by the City and the City will be reimbursed for such expenditures

with the sum of each Annual Installment Allocable to the City Contributed Major Improvements as offset by applicable credits.

Table IV-A-1 shows the sources and uses of the Bonds, the Reimbursement Agreement for Future Phases Major Improvements, and the City Contributed Major Improvements.

Table IV-A-1
Estimated Sources and Uses – Major Improvement Area and Phase #1

Sources of Funds	Phases# 2-9 Major Improvement Area Bonds	Phases #2 - 9 for Future Phases Major Improvements	Phase #1 Bonds	City Contributed Major Improvements	Total
Estimated Bond par amount	\$13,150,000	\$5,000,000	\$9,000,000	\$0	\$27,150,000
City Contribution	\$0	\$0	\$0	\$3,730,000	\$3,730,000
Developer Contribution	\$0	\$0	\$1,897,224 ¹	\$0	\$1,897,224
Total Sources	\$13,150,000	\$5,000,000	\$10,897,224	\$3,730,000	\$32,777,224
Uses of Funds					
<u>Major Improvements</u>					
Road improvements	\$6,315,471	\$2,105,628	\$1,945,169	\$0	\$10,366,268
Water distribution system improvements	\$468,504	\$277,719	\$172,368	\$1,595,538	\$2,574,129
Sanitary sewer improvements	\$859,158	\$482,585	\$309,926	\$1,603,141	\$3,254,810
Storm drainage improvements	\$712,550	\$724,465	\$331,933	\$0	\$1,768,948
Other soft and miscellaneous costs	\$222,589	\$124,446	\$80,161	\$531,321	\$958,516
<i>Subtotal</i>	<i>\$8,578,271</i>	<i>\$3,714,843</i>	<i>\$2,839,556</i>	<i>\$3,730,000</i>	<i>\$18,862,671</i>
<u>Phase 1 Improvements</u>					
Road improvements	\$0	\$0	\$3,088,351	\$0	\$3,088,351
Water distribution system improvements	\$0	\$0	\$914,569	\$0	\$914,569
Sanitary sewer improvements	\$0	\$0	\$780,469	\$0	\$780,469
Storm drainage improvements	\$0	\$0	\$1,142,382	\$0	\$1,142,382
Other soft and miscellaneous costs	\$0	\$0	\$432,000	\$0	\$432,000
<i>Subtotal</i>	<i>\$0</i>	<i>\$0</i>	<i>\$6,357,771</i>	<i>\$0</i>	<i>\$6,357,771</i>
Estimated debt service reserve	\$1,073,375	\$500,000	\$727,844	\$0	\$2,301,219
Estimated capitalized interest	\$1,590,250	\$321,500	\$456,939	\$0	\$2,368,689
Estimated Bond issue costs	\$1,908,104	\$463,267	\$515,114	\$0	\$2,886,875
Total Uses	\$13,150,000	\$5,000,000	\$10,897,224	\$3,730,000	\$32,777,224

Note – 1 – The Developer contribution amount includes amount deposited for Phase #1 Bonds and Phase #1 share of future estimated Major Improvement costs. See Appendix B for details of the Phase #1 share of future estimated Major Improvement costs.

The Phase #1 Bonds shown in Table IV-A-1 were issued in 2015 were being used to pay and/or reimburse the Developer for the costs of Phase #1 Improvements.

The Phases #2 – 9 Major Improvement Bonds shown in Table IV-A were issued in 2015. The Phases #2 – 9 Major Improvement Bonds issued in 2015 are being used to pay and/or reimburse the Developer for a portion of the costs of Phases #2 – 9 Major Improvements. The remaining costs of Phases #2 – 9 Future Phases Major Improvements were financed in accordance with the Reimbursement Agreement dated as of December 9, 2014 (as supplemented by an addendum dated December 13, 2016), which is anticipated to be replaced by the second series of Phases #2 - 9 Major Improvement Area Bonds and Phased PID Bonds, as applicable. The second series of Phase #2-9 Major Improvement Bonds is anticipated to be issued in 2020 or 2021 after some or all of the remaining Phase #2 - 9 Major Improvements are constructed and will be used to pay obligations under the Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phases #2 - 9 Major Improvements.

Table IV-A-2 shows the sources and uses of the Reimbursement Agreement obligation for Phase #2 Improvements.

Table IV-A-2
Estimated Sources and Uses –Phase #2 Improvements

Sources of Funds	Reimbursement Agreement for Phase #2 Improvements	
		Total
Estimated Bond par amount	\$5,300,000	\$5,300,000
City Contribution	\$0	\$0
Developer Contribution	\$0	\$0
Total Sources	\$5,300,000	\$5,300,000
Uses of Funds		
<u><i>Phase#2 Improvements</i></u>		
Road improvements	\$2,463,000	\$2,463,000
Water distribution system improvements	\$796,000	\$796,000
Sanitary sewer improvements	\$800,000	\$800,000
Storm drainage improvements	\$967,000	\$967,000
Other soft and miscellaneous costs	\$274,000	\$274,000
<i>Subtotal</i>	<i>\$5,300,000</i>	<i>\$5,300,000</i>
Estimated Bond issue costs	\$0	\$0
Total Uses	\$5,300,000	\$5,300,000

The costs of Phases #2 Improvements are anticipated to be financed through the Reimbursement Agreement. The City may elect to issue one or more series of Bonds (the “Phase #2 Bonds”) secured by the Phase #2 Assessments to finance the costs of the Phase #2 Improvements, including paying any amounts owed for the Phase #2 Improvements under the Reimbursement Agreement.

It is anticipated that in 2020 or 2021 after some or all of the Phase #2 Improvements are constructed, the City may consider issuing such Phase #2 Bonds and pay obligations under the Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #2 Improvements.

Table IV-A-3 shows the sources and uses of the Reimbursement Agreement obligation for Phase #3 Improvements.

Table IV-A-3
Estimated Sources and Uses –Phase #3 Improvements

Sources of Funds	Reimbursement Agreement for Phase #3 Improvements	Total
Estimated Bond par amount	\$3,700,000	\$3,700,000
City Contribution	\$0	\$0
Other funding sources	\$677,000	\$677,000
Total Sources	\$4,377,000	\$4,377,000
Uses of Funds		
<i><u>Phase#3 Improvements</u></i>		
Road improvements	\$1,919,000	\$1,919,000
Water distribution system improvements	\$727,000	\$727,000
Sanitary sewer improvements	\$554,000	\$554,000
Storm drainage improvements	\$965,000	\$965,000
Other soft and miscellaneous costs	\$212,000	\$212,000
<i>Subtotal</i>	<i>\$4,377,000</i>	<i>\$4,377,000</i>
Estimated Bond issue costs	\$0	\$0
Total Uses	\$4,377,000	\$4,377,000

The costs of Phases #3 Improvements are anticipated to be financed through the Reimbursement Agreement. The City may elect to issue one or more series of Bonds (the “Phase #3 Bonds”) secured by the Phase #3 Assessments to finance the costs of the Phase #3 Improvements, including paying any amounts owed for the Phase #3 Improvements under the Reimbursement Agreement. It is anticipated that in 2020 or 2021 after some or all of the Phase #3 Improvements are constructed, the City may consider issuing such Phase #3 Bonds and pay obligations under the Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #3 Improvements.

As Future Phases are developed, additional Bonds are anticipated to be issued for each new future phase improvements. Phase #2 Bonds will be issued to finance the Authorized Improvements required for Phase #2 and Phase #3 Bonds will be issued to finance the Authorized Improvements required for Phase #3 as each future phase is developed. Each Future Phase Bond may also be issued in one or more series of Bonds. The projected chronology of the Bonds anticipated to be issued for the first three phases is presented below. This chronology will be updated in the Annual Service Plan Updates as development begins for each Future Phase.

Series 2015 - Phase #1 Bonds to finance (i) the pro-rata costs of the Major Improvements (excluding the City Contributed Major Improvements) allocable to Phase #1 and, (ii) a portion of the Authorized Improvements that benefit only Phase #1.

Phases #2 - 9 Major Improvement Bonds to finance the pro-rata costs of the Major Improvements (excluding the City Contributed Major Improvements) allocable to Phases #2 - 9 that benefit only Phases #2 - 9. It is possible the balance will be funded by a subsequent 'B' financing for the Phases #2 - 9 Major Improvements once the development within Phases #2 - 9 is commenced.

Series _____ Phase #2A Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #2 and the remaining pro-rata costs of the Major Improvements allocable to Phases #2 - 9. It is possible that this and the subsequent 'A' financings for each phase will only be able to fund a part of the internal public infrastructure [to maintain a prudent value to lien ("VtL")] and the balance of the Phases #2 - 9 Major Improvements, instead of being financed by the "A" financing, will be funded by a subsequent 'B' financing once the development within Phases #2 - 9 is commenced.

Series _____ Phase #3A Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #3, and

Series _____ Phase #2B parity bonds to complete the Developer reimbursements for the internal subdivision Authorized Improvements within Phase #2.

Series _____ **Phase #3B parity bonds** to fund the Developer reimbursements for the internal subdivision Authorized Improvements within Phase #3. The Bonds for the remaining Phases will be issued as the development progresses and the estimated timeline may be updated in subsequent Annual Service Plan Updates.

The annual projected costs and annual projected indebtedness is shown by Table IV-B. The annual projected costs and indebtedness are subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Costs	Annual Projected Indebtedness	Developer Contribution
2014	\$295,000	\$295,000	\$0
2015	\$25,464,069	\$24,425,000	\$1,039,069
2016	\$6,460,000	\$6,460,000	\$0
2017	\$0	\$0	\$0
2018	\$5,858,155	\$5,000,000	\$858,155
2019	\$4,377,000	\$3,700,000	\$670,000
2020	\$0	\$0	\$0
2021	\$0	\$0	\$0
Total	\$42,454,224	\$39,880,000	\$2,567,224

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Major Improvements (excluding the City Contributed Major Improvements) shown in Table III-A, the Phase #1 Improvements shown in Table III-C, the Phase #2 Improvements shown in Table III-D, the Phase #3 Improvements shown in Table III-E, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer. As Future Phases are developed, in association with issuing Phased PID Bonds, this Table IV-B will be updated to identify the Authorized Improvements to be financed by each new series of the Phased PID Bonds and the projected indebtedness resulting from each additional series of the Phased PID Bonds.

V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds and the Phases #2 – 9 Major Improvement Bonds to be issued in 2015, subsequent financings are to be issued over the upcoming decade as the nine subsequent phases (Phases #2, #3, etc.) of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of Bonds will maintain a prudent VtL within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific portion of Authorized Improvements within a Phase may not fund all of the necessary Authorized Improvements because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements can be reimbursed by a subsequent parity lien bond financing, secured by the same special assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvements and Phase #1 Improvements shall be allocated as described below:

1. The Major Improvement and Phase #1 Improvement costs shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.
2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken in to consideration: (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the improvements.
3. The Assessed Property is classified into different Lot Types as described in Appendix D based on the type and size of proposed development on each Parcel.
4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.
5. The Major Improvement costs are proportionally allocated to the Phases #2 – 9 Assessed Property and the Phase #1 Assessed Property based on the ratio of total Equivalent Units estimated for the Phases #2 – 9 Assessed Property and the Phase #1 Assessed Property.
6. The Phases #2 – 9 Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Phases #2 – 9 Assessed Property based on the total Equivalent Units estimated for each Parcel.
7. The Phase #1 Improvement costs (including Phase #1 Assessed Property's proportional share of the costs of the Major Improvements) are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units estimated for each Parcel.
8. The Phase #2 Improvement Costs are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.
9. The Phase #3 Improvement Costs are allocated to each Parcel within the Phase #3 Assessed Property based on the total Equivalent Units estimated for each Parcel.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements (excluding City Contributed Major Improvements) and Phase #1 Improvements. The Annual Installment Allocable to the City Contributed Major Improvements are allocated to the Phase #1 Assessed Property and the Phases #2 – 9 Assessed Property in the same manner using the allocation percentages calculated in Table V-A, as presented in Appendix E.

At this time it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from internal subdivision Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds. Therefore, at this time Parcels will only be assessed for the special benefits conferred upon the Parcel because of the Major Improvements and Phase #1 Improvements.

In connection with the issuance of Phased PID Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently: (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements, Phase #1 Improvements, the Phase #2 Improvements, and the Phase #3 Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Phases #2 – 9 Assessed Property, and the Phase #2 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements, Phase #1 Improvements, the Phase #2 Improvements, and the Phase #3 Improvements, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the Act. These improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments

to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The public improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (Dictionary of Real Estate Appraisal, Third Edition.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the public improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer’s option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve; (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Assessments result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The property owner has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the property owner is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the Assessed Property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of estimated costs for each Major Improvement (excluding the City Contributed Major Improvements). The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 contains 335 residential units. As shown in Appendix D, the total Equivalent Units for Phase #1 is recalculated as 210.80. Phases #2 – 9 are projected to contain 1,437 residential units resulting in a total of 888.39 Equivalent Units as shown in Appendix D. The Total projected Equivalent Units in the PID is, therefore, calculated to be 1,099.19 (i.e., $210.80 + 888.39 = 1,099.19$). As a result, 19.18 percent of the estimated costs of Major Improvements (i.e. $210.80 \div 1,099.19 = 18.76\%$) are allocated to the Phase #1 Assessed Property and 81.24 percent of the estimated costs Major Improvements (i.e., $888.39 \div 1,099.19 = 81.24\%$) are allocated to the Phases #2 – 9 Assessed Property. The Phases #2 – 9 Major Improvement Bonds funded the proportionate share of the estimated costs of the Major Improvements (excluding the City Contributed Major Improvements) allocated to Phases #2 – 9; and, Phase #1 Bonds funded Phase #1's proportionate share of the estimated costs of the Major Improvements (excluding the City Contributed Major Improvements).

Table V-A
Allocation of Major Improvement Costs
(excluding City Contributed Major Improvements)

Authorized Improvement	Total Estimated Costs
Road improvements	\$10,366,268
Water improvements	\$918,591
Sanitary sewer Improvements	\$1,651,669
Storm Drainage Improvements	\$1,768,948
Other Soft and miscellaneous costs	\$427,195
<i>Total Major Improvements</i>	<i>\$15,132,671</i>
<i>Phase #1</i>	
Projected total Equivalent Units ¹	210.80
% of total Equivalent Units	19.18%
Proportionate share of costs	\$2,902,107
<i>Phases #2-9</i>	
Projected total Equivalent Units ¹	888.39
% of total Equivalent Units	80.82%
Proportionate share of costs	\$12,230,564

1 – See Appendix D for the detailed recalculation of Equivalent Units

Phase #2 contains 360 residential units. As shown in Appendix D, the total Equivalent Units for Phase #2 is calculated as 214.67. Phases #2 – 9 are projected to contain 1,437 residential units resulting in a total of 888.39 Equivalent Units as shown in Appendix D. As a result, 24.16 percent of the estimated costs of Major Improvements (i.e. $214.67 \div 888.39 = 24.16\%$) originally allocated to the Phases #2 – 9 Assessed Property are applicable to the Phase #2 Assessed Property and was reallocated Phase #2 Assessed Property when separate Parcels were created for Phase #2.

Phase #3 is projected to contain 195 residential units. As shown in Appendix D, the total Equivalent Units for Phase #3 is calculated as 131.67. Phases #2 – 9 are projected to contain 1,437 residential units resulting in a total of 888.39 Equivalent Units as shown in Appendix D. As a result, 14.82 percent of the estimated costs of Major Improvements (i.e. $131.67 \div 888.39 = 14.82\%$) originally allocated to the Phases #2 – 9 Assessed Property are applicable to the Phase #3 Assessed Property and will be reallocated to the Phase #3 Assessed Property once separate Parcels are created for Phase #3.

D. ASSESSMENT METHODOLOGY

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. *Assessment Methodology for the Major Improvements for Phases #2 – 9*

For purpose of this Service and Assessment Plan, the City Council determined that the portion of Actual Costs of the Major Improvement costs to be allocated to Phases #2 – 9 shall be allocated to the Phases #2 – 9 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types, number and average home value of Lots anticipated to be developed on each Parcel. Having taken into consideration the matters described under Sections V (A) and (B) above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the Lot Types. These classifications (from Lot Type 1 (One-acre Lots) representing the highest residential value to Lot Type 6 (50 Ft Lot) representing the lowest value. Assessments are allocated to each land use class on the basis of the average value for each Lot Type. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each Lot Type, setting the Equivalent Unit factor for Lot Type 1 (One-acre Lots) to 1.0.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2 – 9 is shown on the Phases #2 – 9 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. *Assessment Methodology for Phase #1*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements, including the portion of the Major Improvements to be financed with the Phase #1 Bonds, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #1. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the estimates of the costs of the Phase #1 Improvements and the portion of the Major Improvements that benefit Phase #1 provided by Dowdey, Anderson and Associates, as set forth in Tables III-A and III-C, the City Council has determined that the benefit to Phase #1 property of the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot Type.

3. *Assessment Methodology for Phase #2*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #2. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the estimates of the costs of the Phase #2 Improvements provided by Dowdey, Anderson and Associates, as set forth in Tables III-D, the City Council has determined that the benefit to Phase #2 property of the Phase #2 Improvements is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. *Assessment Methodology for Phase #3*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #3 Improvements shall be allocated to the Phase #3 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #3. As part of the determination as to the ability of different

Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the estimates of the costs of the Phase #3 Improvements provided by Dowdey, Anderson and Associates, as set forth in Tables III-E, the City Council has determined that the benefit to Phase #3 property of the Phase #3 Improvements is at least equal to the Assessments levied on the Phase #3 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table V-B below.

**Table V-B
Projected Leverage – Phase #1**

Lot Type	Planned No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	\$165,000	\$825,000	\$46,015	3.59	17.93
Lot Type 2 (100' Lot)	0	\$145,000	\$725,000	\$40,493	3.58	17.90
Lot Type 3 (86' Lot)	48	\$137,600	\$688,000	\$38,192	3.60	18.01
Lot Type 4 (74' Lot)	56	\$118,400	\$592,000	\$33,131	3.57	17.87
Lot Type 5 (60' Lot)	104	\$96,000	\$480,000	\$26,689	3.60	17.99
Lot Type 6 (50' Lot)	109	\$80,000	\$400,000	\$22,087	3.62	18.11
Total	335					

The projected tax rate equivalent per unit calculated based on the average finished lot values and average home values for each Lot Type in Phase #1 is shown in Table V-C below.

**Table V-C
Estimated Tax Rate Equivalent per unit – Phase #1**

Lot Type	Planned No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (One-acre Lot)	18	\$165,000	\$825,000	\$4,042	\$2.45	\$0.49
Lot Type 2 (100' Lot)	0	\$145,000	\$725,000	\$3,552	\$2.45	\$0.49
Lot Type 3 (86' Lot)	48	\$137,600	\$688,000	\$3,371	\$2.45	\$0.49
Lot Type 4 (74' Lot)	56	\$118,400	\$592,000	\$2,900	\$2.45	\$0.49
Lot Type 5 (60' Lot)	104	\$96,000	\$480,000	\$2,352	\$2.45	\$0.49
Lot Type 6 (50' Lot)	109	\$80,000	\$400,000	\$1,960	\$2.45	\$0.49
Total	335					

The projected leverage calculated based on the average finished lot values and average home values for each Lot Type in Phase #2 is shown in Table V-D below.

Table V-D
Projected Leverage – Phase #2

Lot Type	Planned No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Assessment per Unit ¹	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	0	\$165,000	\$825,000	\$48,530	3.40	17.00
Lot Type 2 (100' Lot)	4	\$145,000	\$725,000	\$42,706	3.40	16.98
Lot Type 3 (86' Lot)	49	\$137,600	\$688,000	\$40,280	3.42	17.08
Lot Type 4 (74' Lot)	68	\$118,400	\$592,000	\$34,942	3.39	16.94
Lot Type 5 (60' Lot)	68	\$96,000	\$480,000	\$28,147	3.41	17.05
Lot Type 6 (50' Lot)	171	\$80,000	\$400,000	\$23,294	3.44	17.17
Total	360					

1 – The Assessment per unit amounts shown represent the combined Phases #2-9 Major Improvement Assessments applicable to Phase #2 and the Phase #2 Assessments related to the Phase #2 Improvements.

The projected tax rate equivalent per unit calculated based on the average finished lot values and average home values for each Lot Type in Phase #2 is shown in Table V-E below.

Table V-E
Estimated Tax Rate Equivalent per unit – Phase #2

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (One-acre Lot)	0	\$165,000	\$825,000	\$4,117	\$2.50	\$0.50
Lot Type 2 (100' Lot)	4	\$145,000	\$725,000	\$3,618	\$2.50	\$0.50
Lot Type 3 (86' Lot)	49	\$137,600	\$688,000	\$3,433	\$2.50	\$0.50
Lot Type 4 (74' Lot)	68	\$118,400	\$592,000	\$2,954	\$2.50	\$0.50
Lot Type 5 (60' Lot)	68	\$96,000	\$480,000	\$2,395	\$2.50	\$0.50
Lot Type 6 (50' Lot)	171	\$80,000	\$400,000	\$1,996	\$2.50	\$0.50
Total	360					

1 – The average Annual Installment per unit amounts shown represent the combined Phases #2-9 Major Improvement Annual Installments applicable to Phase #2 and the Phase #2 Assessments related to the Phase #2 Improvements.

The Assessment and Annual Installments related to the Phase #2 Improvements for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type in Phase #3 is shown in Table V-F below.

Table V-F
Projected Leverage – Phase #3

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit ¹	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	0	\$165,000	\$825,000	\$51,873	3.18	15.90
Lot Type 2 (100' Lot)	0	\$145,000	\$725,000	\$45,648	3.18	15.88
Lot Type 3 (86' Lot)	25	\$137,600	\$688,000	\$43,055	3.20	15.98
Lot Type 4 (74' Lot)	88	\$118,400	\$592,000	\$37,349	3.17	15.85
Lot Type 5 (60' Lot)	82	\$96,000	\$480,000	\$30,086	3.19	15.95
Lot Type 6 (50' Lot)	0	\$80,000	\$400,000	\$24,899	3.21	16.06
Total	195					

1 – The Assessment per unit amounts shown represent the combined Phases #2-9 Major Improvement Assessments applicable to Phase #2 and the Phase #3 Assessments related to the Phase #3 Improvements.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type in Phase #3 is shown in Table V-G below.

Table V-G
Estimated Tax Rate Equivalent per unit – Phase #3

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1 (One-acre Lot)	0	\$165,000	\$825,000	\$4,150	\$2.52	\$0.50
Lot Type 2 (100' Lot)	0	\$145,000	\$725,000	\$3,652	\$2.52	\$0.50
Lot Type 3 (86' Lot)	25	\$137,600	\$688,000	\$3,444	\$2.50	\$0.50
Lot Type 4 (74' Lot)	88	\$118,400	\$592,000	\$2,988	\$2.52	\$0.50
Lot Type 5 (60' Lot)	82	\$96,000	\$480,000	\$2,407	\$2.51	\$0.50
Lot Type 6 (50' Lot)	0	\$80,000	\$400,000	\$1,992	\$2.49	\$0.50
Total	195					

1 – The average Annual Installment per unit amounts shown represent the combined Phases #2-9 Major Improvement Annual Installments applicable to Phase #3 and the Phase #3 Assessments related to the Phase #3 Improvements.

The Assessment and Annual Installments related to the Phase #3 Improvements for each Parcel or Lot located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot Type.

4. *Assessment Methodology for Future Phases*

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments for the Phases #2 – 9 Major Improvement Bonds and the City Contributed Major Improvements, the Phase #1 Bonds, and the obligations under the Reimbursement Agreement will be levied on each Parcel according to the Phases #2 – 9 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, and the Phase #3 Assessment Roll, attached hereto as Appendix F, Appendix G, Appendix H, and Appendix I, respectively. The Annual Installments for the Phases #2 – 9 Major Improvement Bonds, the Phase #1 Bonds, the City Contributed Major Improvements and the obligations under the Reimbursement Agreement will be collected at the time and in the amounts shown on the Phases #2 – 9 Major Improvement Assessment Roll, the Phase #1 Assessment Roll the Phase #2 Assessment Roll, and the Phase #3 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. PREPAYMENT RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds (the “Additional Interest Component”), with up to 0.20% (the “Prepayment Component”) allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Bonds are prepaid and up to 0.30% (the “Delinquency Component”) allocated to fund a Delinquency Reserve account as described below. The Prepayment Reserve Component shall be deposited to a Prepayment Reserve until it reaches 1.50% of the outstanding Bonds as stipulated in the Bond documents. Once the Prepayment Reserve is funded in full, the Prepayment Component will continue to be collected and the

Prepayment Component shall be deposited in a Delinquent Reserve account as described in subsection H below.

H. DELINQUENCY RESERVE

The City has allocated the Delinquency Component of the Annual Installments to offset any possible delinquent payments. The Delinquency Reserve shall be funded up to 4% of the outstanding Bonds. Once the Delinquent Reserve has reached such level, the Delinquency Component may not continue to be collected. The City may allocate a portion of the Additional Interest Component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or reduce the Assessments, as determined by the City Council.

I. CITY CONTRIBUTED GRANT AMOUNT

The City will offset the cost of the City Contributed Major Improvements, as estimated in Table III-B, that is included in the Annual Installments as the Annual Installment Allocable to the City Contributed Major Improvements using an amount of unencumbered and lawfully available funds equal to the cash balance of ad valorem tax revenues collected from all Parcels in the PID and the Parks PID for the previous year. Such offset or credit will first be applied on a Parcel-by-Parcel basis. Then, for multiple parcels owned by a single developer or ownership group, excess collections will be pooled and applied on a pro-rata basis to each Annual Installment Allocable to the City Contributed Major Improvements that has not been reduced to zero from the Parcel-by-Parcel offset or credit.

If in a consecutive two-year period the ad valorem taxes collected on all Parcels within the PID and all parcels within the Parks PID in each year of such consecutive two-year period equals or exceeds one hundred fifty percent (150%) of the Annual Installment Allocable to the City Contributed Major Improvements based on a confirming audit, then the Annual Installment Allocable to the City Contributed Major Improvements will be permanently reduced to zero.

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VI. THE ASSESSMENT ROLL

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2 – 9

The Assessment and Annual Installments for each Assessed Property located within Phases #2 – 9 are shown on the Phases #2 – 9 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phases #2 – 9 Major Improvement Bonds, to fund the prepayment reserve and delinquency reserve described in Section V, to cover Administrative Expenses of Phases #2 – 9.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #1 Bonds and Phase #1's share of the Annual Installment Allocable to the City Contributed Major Improvements, to fund the Prepayment Component and Delinquency Component described in Section V, and to cover Administrative Expenses of Phase #1.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the obligations under the Reimbursement Agreement for the Phase #2 Improvements and to cover Administrative Expenses of Phase #2.

D. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #3

The Assessment and Annual Installments for each Assessed Property located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the obligations under the Reimbursement Agreement for the Phase #3 Improvements and to cover Administrative Expenses of Phase #3.

E. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS REDUCED BY CITY CONTRIBUTED GRANT AMOUNT

The Annual Installment for each Parcel shall be calculated by taking into consideration any credit to the Annual Installment Allocable to the City Contributed Major Improvements owed to a Parcel for a particular year representing the annual City Contributed Grant Amount applied first on a Parcel-by-Parcel basis then for multiple parcels owned by a single developer or ownership group pooled on a pro-rata basis. The annual City Contributed Grant Amount shall be calculated as follows:

- 1) If the aggregate annual City Contributed Grant Amount available to offset the Annual Installment Allocable to the City Contributed Major Improvements is equal to or greater than the Annual Installment Allocable to the City Contributed Major Improvements, the net Annual Installment Allocable to the City Contributed Major Improvements amount to be included as part of the total Annual Installments for the year shall be reduced to zero and no Annual Installment Allocable to the City Contributed Major Improvements shall be included as part of the Annual Installments to be collected from each Parcel. Such offset or credit will first be applied on a Parcel-by-Parcel basis then excess collections will be pooled and applied on a pro-rata basis to each Annual Installment Allocable to the City Contributed Major Improvements that has not been reduced to zero from the Parcel-by-Parcel offset or credit. The pooled City Contributed Grant Amount will be allocated on a pro-rata basis amongst multiple parcels owned by a single developer or ownership group of property within the PID with any one owner's share of the pooled amount calculated as a fraction the numerator of which is that owner's Annual Installment Allocable to the City Contributed Major Improvements and the denominator of which is the aggregate amount of all Annual Installments Allocable to the City Contributed Major Improvements not reduced to zero by the Parcel-by-Parcel credit.
- 2) If the aggregate annual City Contributed Grant Amount available to offset the Annual Installment Allocable to the City Contributed Major Improvements is less than the Annual Installment Allocable to the City Contributed Major Improvements, the annual City Contributed Grant Amount to be applied as a credit to each Parcel will be calculated based on the amount of City ad-valorem taxes generated by each Parcel. The net Annual Installment Allocable to the City Contributed Major Improvements amount to be included as part of the total Annual Installments for the year shall be allocated to each Parcel based on the actual amount of City ad-valorem taxes generated by each Parcel.

F. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase 2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

G. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount and related Prepayment Costs by the party requesting the consolidation of

the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

H. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. The payments required in F.1 or described in E shall be treated the same as any Assessment that is due and owing under the Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

I. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.
2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the Bonds is equal to the outstanding principal amount of the Bonds.

J. PAYMENT OF ASSESSMENTS

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner responsible to pay an Assessment, the Assessment on any Parcel plus Prepayment Costs related thereto may be paid in part [in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator and approved by the City]. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Component and Delinquency Component. Payment of the Annual Installments shall commence with tax bills mailed in the tax year after the initial issuance of Bonds.

Each Assessment shown on the Phase #1 Assessment Roll and the Phases #2-9 Major Improvement Assessment Roll is composed of the City Improvement Portion, the applicable reimbursement agreement, and the PID Bond Portion. The PID Bond Portion shall be paid with interest at the rate of the actual interest rate paid on the Bonds plus the Additional Interest Component. The City Improvement Portion shall be paid with interest at the rates of 3.92%, 4.45% and 4.88%.

The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel consisting of (i) the annual portion allocable to the PID Bond Portion for the Phase #1 Bonds for each Parcel and the Additional Interest Component, (ii) the Annual Installment Allocable to the City Contributed Major Improvements for each Parcel, and (iii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments for Phase #1 may not exceed the amounts shown on the Phase #1 Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix G.

The Phases #2 – 9 Major Improvement Assessment Roll sets forth for each year the Annual Installments relating to the Phases #2 – 9 Major Improvements consisting of (i) the annual portion allocable to the PID Bond Portion for the Phases #2 – 9 Major Improvement Bonds, the obligations under the Reimbursement Agreement for the Phases #2-9 Improvements for each Parcel and the Additional Interest Component, (ii) the Annual Installment Allocable to the City Contributed Major Improvements, and (iii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments for #2 – 9 Major Improvements may not exceed the amounts shown on the Phase #2 – 9 Major Improvement Assessment Roll. The Phase #2 – 9 Major Improvement Assessment Roll is shown as Appendix F.

The Phase #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel consisting of (i) the annual portion allocable to the obligations under the Reimbursement Agreement for the Phase #2 Improvements for each Parcel, and (ii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments for Phase #2 may not exceed the amounts shown on the Phase #2 Assessment Roll. The Phase #2 Assessment Roll is shown as Appendix H.

The Phase #3 Assessment Roll sets forth for each year the Annual Installment for each Parcel consisting of (i) the annual portion allocable to the obligations under the Reimbursement Agreement for the Phase #3 Improvements for each Parcel, and (ii) the component of the Annual Installment allocable to Administrative Expenses. The Annual Installments for Phase #3 may not exceed the amounts shown on the Phase #3 Assessment Roll. The Phase #3 Assessment Roll is shown as Appendix I.

The Annual Installments shown on the Phase #1 Assessment Roll and the Phases #2 – 9 Major Improvement Assessment Roll shall be reduced to equal the actual costs of repaying the Phase #1 Bonds and the Phases #2 – 9 Major Improvement Bonds, respectively, the Additional Interest Component and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Annual Installments shall be further reduced by any offset or credit of applicable City Contributed Grant Amount. The Annual Installments shown on the Phase #2 Assessment Roll shall be reduced to equal the actual costs of repaying the obligations under the Reimbursement Agreement for the Phase #2 Improvements and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Annual Installments shown on the Phase #3 Assessment Roll shall be reduced to equal the actual costs of repaying the obligations

under the Reimbursement Agreement for the Phase #3 Improvements and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City may adopt additional Assessment Rolls relating to additional Authorized Improvements within the PID and the issuance of additional Phased PID Bonds as provided in Section VII.C hereof.

K. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a Prepayment Reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes, as applicable, and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

The collection of the first Annual Installment for a Phase #2 Lot or Phase #2 Parcel shall commence upon: (A) satisfaction of the requirements of Section 13.2(c) of the Trust Indenture relating to the Phases #2 – 9 Major Improvement Bonds relating to the issuance of additional obligations, and (B) the earlier of: (i) the 1st day of the first full month immediately following the recording of the final plat for that Lot or Parcel in the official public records of Collin County, Texas, (ii) the issuance of one or more Phase #2 Bonds, or (iii) the two year anniversary of the levy of Assessments on the Phase #2 Assessed Property. Such first Annual Installment for a Phase #2 Lot or Phase #2 Parcel shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment for a Phase #3 Lot or Phase #3 Parcel shall commence upon: (A) satisfaction of the requirements of Section 13.2(c) of the Trust Indenture relating to the Phases #2 – 9 Major Improvement Bonds relating to the issuance of additional obligations, and (B) the earlier of: (i) September 1st following the recording of the final plat for that Lot or Parcel in the official public records of Collin County, Texas, (ii) the issuance of one or more Phase #3 Bonds, or (iii) September 1st following the two year anniversary of the levy of Assessments on the Phase #3 Assessed Property. Such first Annual Installment for a Phase #3 Lot or Phase #3 Parcel shall be due by January 31st of the following calendar year.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

VII. THE ASSESSMENT ROLL

A. PHASES #2-9 MAJOR IMPROVEMENT ASSESSMENT ROLL

Each Parcel within Phases #2 – 9 has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the Assessed Property within each Parcel.

Phases #2 – 9 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Major Improvements. Table IV-A summarizes the \$32,777,224 in special benefit received by all Parcels in the PID from the Major Improvements (excluding the City Contributed Major Improvements), the City Contributed Major Improvements, the Phase #1 Improvements and the costs of the PID formation, and issuance costs for the proposed Phases #2 – 9 Major Improvement Bonds, the Reimbursement Agreement and the Phase #1 Bonds. The proportional amount of benefits received by the Phases #2 – 9 Assessed Property from the Phases #2 – 9 Major Improvement Bonds, the Reimbursement Agreement and the City Contributed Major Improvements is calculated as \$21,180,087 [$\$13,150,000 + \$5,000,000 + (\$3,730,000 \times 81.24\%) = \$21,180,087$]. As shown in Appendix E, the amount of Phases #2 – 9 Major Improvement Bonds, the Reimbursement Agreement and the prorata share of the City Contributed Major Improvements is \$21,180,087, which is equal to the benefit received by Phases #2 – 9 Major Improvement Assessed Property, and as such the total Assessment for all Assessed Property within Phases #2 – 9 is \$21,180,087 plus annual Administrative Expenses. The Assessment for each Parcel of Assessed Property within the Phases #2 – 9 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2 – 9 Major Improvement Assessment Roll is attached hereto as Appendix F.

B. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #1 Improvements that benefit Phase #1, which include a proportionate share of the Major Improvements allocable to Phase #1. Table IV-A-1 summarizes the \$11,597,137 [$\$10,897,224 + (\$3,730,000 \times 18.76\%) = \$11,597,137$] in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements that benefit Phase #1, including the proportionate share of the Major Improvements allocable to Phase #1, the pro rata costs of the PID formation, and Bond issuance costs. As shown in Appendix E, the amount of Phase #1 Bonds is \$9,000,000 and Phase #1's share of the City Contributed Major Improvements is \$699,913, the total amount of \$9,699,913 which is less than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 is \$9,699,913 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix G.

C. PHASE #2 ASSESSMENT ROLL

Phase #2 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #2 Improvements that benefit Phase #2. Table IV-A-2 summarizes the \$5,300,000 in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements that benefit Phase #2. As shown in Appendix E, the amount of the obligation under the Reimbursement Agreement for the Phase #2 Improvements is \$5,300,000 which is equal to the benefit received by Phase #2 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #2 is \$5,300,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #2 will be calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #2 Assessment Roll is attached hereto as Appendix H.

D. PHASE #3 ASSESSMENT ROLL

Phase #3 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #3 Improvements that benefit Phase #3. Table IV-A-3 summarizes the \$4,377,000 in special benefit received by Phase #3 Assessed Property from the Phase #3 Improvements that benefit Phase #3. As shown in Appendix I, the amount of the obligation under the Reimbursement Agreement for the Phase #3 Improvements is \$3,700,000 which is less than to the benefit received by Phase #3 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #3 is \$3,700,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #3 will be calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #3 Assessment Roll is attached hereto as Appendix I.

E. FUTURE PHASE ASSESSMENT ROLL

As Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #4, etc.).

F. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2 – 9 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, and the Phase #3 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); (iv) the credits or offsets of the City Contributed Grant Amount applied on a Parcel-by-Parcel basis as described herein; (v)

the application of the pooled credits or offsets of the City Contributed Grant Amount on a pro-rata basis; and (iv) payments of the Assessment, if any, as provided by Section VI.H of this Service and Assessment Plan.

Once future Phased PID Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds. For so long as the Phase #1 Bonds or the Phases #2 - 9 Major Improvement Bonds are outstanding and if available from the Central Appraisal District of Collin County, any Annual Service Plan Update shall include the total certified assessed value of the Phase #1 Assessed Property and the Phases #2 - 9 Assessed Property for the latest tax year.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
THE PID MAP

APPENDIX B
ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX D
LAND USE CLASS AND EQUIVALENT UNITS

Appendix D

LAND USE CLASS AND EQUIVALENT UNITS

For purposes of allocating the Assessments, the Assessed Property has been classified in one of six Lot Types. The following table shows the proposed residential Lot Types within the PID.

Table D-1
Proposed Development within the PID

Lot Type	Description	Proposed Development	
<i>Residential</i>			
Lot Type 1	One-acre Lots	48	units
Lot Type 2	100 Ft Lots	18	units
Lot Type 3	86 Ft Lots	163	units
Lot Type 4	74 Ft Lots	458	units
Lot Type 5	60 Ft Lots	495	units
Lot Type 6	50 Ft Lots	590	units
<i>Total</i>		1,772	Units

Table D-2 below shows the residential Lot Types within Phase #1.

Table D-2
Development – Phase #1

Lot Type	Description	Development	
<i>Residential</i>			
Lot Type 1	One-acre Lots	18	Units
Lot Type 2	100 Ft Lots	0	Units
Lot Type 3	86 Ft Lots	48	Units
Lot Type 4	74 Ft Lots	56	Units
Lot Type 5	60 Ft Lots	104	Units
Lot Type 6	50 Ft Lots	109	Units
<i>Total</i>		335	Units

Table D-3 below shows the proposed residential Lot Types within Phases #2 - 9.

Table D-3
Proposed Development – Phases #2-9

Lot Type	Description	Proposed Development	
<u>Residential</u>			
Lot Type 1	One-acre Lots	30	Units
Lot Type 2	100 Ft Lots	18	Units
Lot Type 3	86 Ft Lots	115	Units
Lot Type 4	74 Ft Lots	402	Units
Lot Type 5	60 Ft Lots	391	Units
Lot Type 6	50 Ft Lots	481	Units
Total		1,437	Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Major Improvements to be financed with the Phases #2 – 9 Major Improvement Bonds shall be allocated to the Phases #2 - 9 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Phases #2 - 9 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., One-acre, 100 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications (from Lot Type 1 (One-acre Lots) representing the highest value to Lot Type 6 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table D-4 below. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (One-acre Lots) to 1.0.

Table D-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (One-acre Lot)	\$825,000	1.00 per dwelling unit
Lot Type 2 (100 Ft Lot)	\$725,000	0.88 per dwelling unit
Lot Type 3 (86 Ft Lot)	\$688,000	0.83 per dwelling unit
Lot Type 4 (74 Ft Lot)	\$592,000	0.72 per dwelling unit
Lot Type 5 (60 Ft Lot)	\$480,000	0.58 per dwelling unit
Lot Type 6 (50 Ft Lot)	\$400,000	0.48 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table D-5 below as calculated based on the Equivalent Unit factors shown above in Table D-4, estimated Lot Types and number of units estimated to be built within Phase 1.

Table D-5
Equivalent Units- Phase #1

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	18	1.00	18.00
Lot Type 2 (100 Ft Lot)	0	0.88	0.00
Lot Type 3 (86 Ft Lot)	48	0.83	39.84
Lot Type 4 (74 Ft Lot)	56	0.72	40.32
Lot Type 5 (60 Ft Lot)	104	0.58	60.32
Lot Type 6 (50 Ft Lot)	109	0.48	52.32
Total Equivalent Units	335		210.80

The total estimated Equivalent Units for Phases #2 - 9 are shown in Table D-6 below as calculated based on the Equivalent Unit factors shown in Table D-4, estimated Lot Types and number of units estimated to be built within Phases #2 - 9.

Table D-6
Estimated Equivalent Units- Phases #2-9

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	30	1.00	30.00
Lot Type 2 (100 Ft Lot)	18	0.88	15.84
Lot Type 3 (86 Ft Lot)	115	0.83	95.45
Lot Type 4 (74 Ft Lot)	402	0.72	289.44
Lot Type 5 (60 Ft Lot)	391	0.58	226.78
Lot Type 6 (50 Ft Lot)	481	0.48	230.88
Total Equivalent Units	1,437		888.39

Table D-7 below shows the residential Lot Types within Phase #2.

Table D-7
Development – Phase #2

Lot Type	Description	Development
<u>Residential</u>		
Lot Type 1	One-acre Lots	0 units
Lot Type 2	100 Ft Lots	4 units
Lot Type 3	86 Ft Lots	49 units
Lot Type 4	74 Ft Lots	68 units
Lot Type 5	60 Ft Lots	68 units
Lot Type 6	50 Ft Lots	171 units
Total		360 units

The total estimated Equivalent Units for Phase #2 are shown in Table D-8 on the following page as calculated based on the Equivalent Unit factors shown above in Table D-4, Lot Types and number of units built within Phase #2.

Table D-8
Estimated Equivalent Units- Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	0	1.00	0.00
Lot Type 2 (100 Ft Lot)	4	0.88	3.52
Lot Type 3 (86 Ft Lot)	49	0.83	40.67
Lot Type 4 (74 Ft Lot)	68	0.72	48.96
Lot Type 5 (60 Ft Lot)	68	0.58	39.44
Lot Type 6 (50 Ft Lot)	171	0.48	82.08
Total Equivalent Units	360		214.67

Table D-9 below shows the proposed residential Lot Types within Phase #3.

Table D-9
Proposed Development – Phase #3

Lot Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	One-acre Lots	0 units
Lot Type 2	100 Ft Lots	0 units
Lot Type 3	86 Ft Lots	25 units
Lot Type 4	74 Ft Lots	88 units
Lot Type 5	60 Ft Lots	82 units
Lot Type 6	50 Ft Lots	0 units
Total		195 units

The total estimated Equivalent Units for Phase #3 are shown in Table D-10 on the following page as calculated based on the Equivalent Unit factors shown above in Table D-4, estimated Lot Types and number of units estimated to be built within Phase #3.

Table D-8
Estimated Equivalent Units- Phase #3

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	0	1.00	0.00
Lot Type 2 (100 Ft Lot)	0	0.88	0.00
Lot Type 3 (86 Ft Lot)	25	0.83	20.75
Lot Type 4 (74 Ft Lot)	88	0.72	63.36
Lot Type 5 (60 Ft Lot)	82	0.58	47.56
Lot Type 6 (50 Ft Lot)	0	0.48	0.00
Total Equivalent Units	195		131.67

APPENDIX E
ALLOCATION OF ASSESSMENTS

Appendix E

ALLOCATION OF ASSESSMENTS

Calculation of the Total Assessments applicable to Phases #1 and Phases #2 – 9

As shown in Section IV, Table IV-A of the Service and Assessment Plan, the total amounts of the Phases # 2 – 9 Major Improvement Bonds, the Reimbursement Agreement obligation for the Phases # 2-9 Major Improvements not financed by the Phases #2 – 9 Major Improvement Bonds, the Phase #1 Bonds, the City Contributed Major Improvements allocable to the PID, are \$13,150,000, \$5,000,000, and \$3,730,000, respectively. As shown in Section V, Table V-A of the Service and Assessment Plan, the proration percentages applicable to Phases #1 and Phases #2 – 9, as calculated based on the Equivalent Units, are 18.76% and 81.24%, respectively. Table E-1 below shows the amounts of Assessments allocated to Phases #1 and Phases #2 – 9, based on these total amounts and proration percentages.

Table E-1
Allocation of Total Assessments to
Phases #1 Assessed Property and Phases #2 – 9 Assessed Property

Description	Total Amount	Percentage applicable to Phases #1 Assessed Property	Percentage applicable to Phases #2-9 Assessed Property	Total Amount allocated to Phases #1 Assessed Property	Total Amount Allocated to Phases #2-9 Assessed Property
Phases #2-9 Major Improvement Bonds	\$13,150,000	0.00%	100.00%	\$0	\$13,150,000
Reimbursement Agreement for Phases #2-9 Major Improvements	\$5,000,000	0.00%	100.00%	\$0	\$5,100,000
Phase #1 Bonds	\$9,000,000	100.00%	0.00%	\$9,000,000	\$0
City Contributed Major Improvements	\$3,730,000	18.76%	81.26%	\$699,913	\$3,030,087
Total Assessments	\$30,880,000			\$9,699,913	\$21,180,087

A) Allocation of Assessments to Lot Types in Phases #2 - 9

As shown in Table E-1 above, the total Assessments allocated to Phases #2 – 9 Assessed Property, is \$21,180,087. As shown in Appendix D, there are a total of 888.39 estimated Equivalent Units in Phases #2 - 9, resulting in an Assessment per Equivalent Unit of \$23,840.98.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$23,840.98 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is \$23,840.98 (i.e. \$23,840.98 × 1.00). The Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is \$20,980.06 (i.e. \$23,840.98 × 0.88). Table E-2 sets forth the Assessment per dwelling unit for each of the Lot Types in Phases #2 - 9.

Table E-2

Assessment per Unit – Phases #2 – 9
for Phases #2 – 9 Major Improvements and City Contributed Major Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Residential					
Lot Type 1	30	\$23,840.98	1.00	\$23,840.98 per dwelling unit	\$715,229
Lot Type 2	18	\$23,840.98	0.88	\$20,980.06 per dwelling unit	\$377,641
Lot Type 3	115	\$23,840.98	0.83	\$19,788.01 per dwelling unit	\$2,275,621
Lot Type 4	402	\$23,840.98	0.72	\$17,165.51 per dwelling unit	\$6,900,533
Lot Type 5	391	\$23,840.98	0.58	\$13,827.77 per dwelling unit	\$5,406,657
Lot Type 6	481	\$23,840.98	0.48	\$11,443.67 per dwelling unit	\$5,504,405
Total	1,437				\$21,180,088

B) Allocation of Assessments to Lot Types in Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds, which represents the total Assessment allocated to all Parcels within Phase #1, is \$9,699,913. As shown in Appendix D, there are a total of 210.80 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of \$46,014.77.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$46,014.77 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is \$46,014.77 (i.e. \$46,014.77 × 1.00). The Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is \$40,653.06 (i.e. \$46,014.77 × 0.88). Table E-3 on the following page sets forth the Assessment per dwelling unit for each of the Lot Types in Phase #1.

Table E-3
Assessment per Unit – Phase #1
for Phase #1 Improvements

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Residential					
Lot Type 1	18	\$46,014.77	1.00	\$46,014.77 per dwelling unit	\$828,266
Lot Type 2	0	\$46,014.77	0.88	\$40,492.99 per dwelling unit	\$0
Lot Type 3	48	\$46,014.77	0.83	\$38,192.26 per dwelling unit	\$1,833,228
Lot Type 4	56	\$46,014.77	0.72	\$33,130.63 per dwelling unit	\$1,855,315
Lot Type 5	104	\$46,014.77	0.58	\$26,688.56 per dwelling unit	\$2,775,611
Lot Type 6	109	\$46,014.77	0.48	\$22,087.09 per dwelling unit	\$2,407,493
Total	335				\$9,699,913

C) Allocation of Assessments to Lot Types in Phase #2

As shown in Section IV of this Service and Assessment Plan, the total amount of the obligations under the Reimbursement Agreement for the Phase #2 Improvements, which represents the total Assessment allocated to all Parcels within Phase #2 for the Phase #2 Improvements, is \$5,300,000. As shown in Appendix D, there are a total of 214.67 estimated Equivalent Units in Phase #2, resulting in an Assessment per Equivalent Unit of \$24,689.06.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$24,689.06 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is \$24,689.06 (i.e. $\$24,689.06 \times 1.00$). The Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is \$21,726.37 (i.e. $\$24,689.06 \times 0.88$). Table E-4 on the following page sets forth the Assessment per dwelling unit for each of the Lot Types in Phase #2.

Table E-4
Assessment per Unit – Phase #2
For Phase #2 Improvements

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
<u>Residential</u>					
Lot Type 1	0	\$24,689.06	1.00	\$24,689.06 per dwelling unit	\$0
Lot Type 2	4	\$24,689.06	0.88	\$21,726.37 per dwelling unit	\$86,905
Lot Type 3	49	\$24,689.06	0.83	\$20,491.92 per dwelling unit	\$1,004,104
Lot Type 4	68	\$24,689.06	0.72	\$17,776.12 per dwelling unit	\$1,208,776
Lot Type 5	68	\$24,689.06	0.58	\$14,319.65 per dwelling unit	\$973,736
Lot Type 6	171	\$24,689.06	0.48	\$11,850.75 per dwelling unit	\$2,026,478
Total	360				\$5,300,000

Table E-5 on the following page sets forth the combined Phases #2-9 Major Improvements related Assessment per dwelling unit and the Phase #2 Assessments per dwelling unit for each of the Lot Types in Phase #2.

Table E-5
Combined Assessment per Unit – Phase #2

Type	Planned No. of Units	Assessment per Unit (Phases #2-9 Major Improvements)	Assessment per Unit (Phase #2 Improvements)	Equivalent Unit Factor	Combined Phase #2 Assessment per Unit	Total Combined Assessment
Residential						
Lot Type 1	0	\$23,840.98	\$24,689.06	1.00	\$48,530.04 per dwelling unit	
Lot Type 2	4	\$20,980.06	\$21,726.37	0.88	\$42,706.43 per dwelling unit	\$170,826
Lot Type 3	49	\$19,788.01	\$20,491.92	0.83	\$40,279.93 per dwelling unit	\$1,973,807
Lot Type 4	68	\$17,165.51	\$17,776.12	0.72	\$34,941.63 per dwelling unit	\$2,376,130
Lot Type 5	68	\$13,827.77	\$14,319.65	0.58	\$28,147.42 per dwelling unit	\$1,914,820
Lot Type 6	171	\$11,443.67	\$11,850.75	0.48	\$23,294.42 per dwelling unit	\$3,983,856
Total	360					\$10,417,439

D) Allocation of Assessments to Lot Types in Phase #3

As shown in Section IV of this Service and Assessment Plan, the total amount of the obligations under the Reimbursement Agreement for the Phase #3 Improvements, which represents the total Assessment to be allocated on all Parcels within Phase #3 for the Phase #3 Improvements, is \$3,700,000. As shown in Appendix D, there are a total of 131.67 estimated Equivalent Units in Phase #3, resulting in an Assessment per Equivalent Unit of \$28,100.55.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$28,100.55 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is \$28,100.55 (i.e. \$28,100.55 × 1.00). The Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is \$23,323.46 (i.e. \$28,100.55 × 0.83). Table E-6 below sets forth the Assessment per dwelling unit for each of the Lot Types in Phase #3.

Table E-6
Assessment per Unit – Phase #3
For Phase #3 Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Residential					
Lot Type 1	0	\$28,100.55	1.00	\$28,100.55 per dwelling unit	\$0
Lot Type 2	0	\$28,100.55	0.88	\$24,728.49 per dwelling unit	\$0
Lot Type 3	25	\$28,100.55	0.83	\$23,323.46 per dwelling unit	\$583,087
Lot Type 4	88	\$28,100.55	0.72	\$20,232.40 per dwelling unit	\$1,780,451
Lot Type 5	82	\$28,100.55	0.58	\$16,298.32 per dwelling unit	\$1,336,462
Lot Type 6	0	\$28,100.55	0.48	\$13,488.27 per dwelling unit	\$0
Total	195				\$3,700,000

Table E-7 below sets forth the combined Phases #2-9 Major Improvements related Assessment per dwelling unit and the Phase #3 Assessments per dwelling unit for each of the Lot Types in Phase #3.

Table E-7
Combined Assessment per Unit – Phase #3

Type	Planned No. of Units	Assessment per Unit (Phases #2-9 Major Improvements)	Assessment per Unit (Phase #3 Improvements)	Equivalent Unit Factor	Combined Phase #3 Assessment per Unit	Total Combined Assessment
Residential						
Lot Type 1	0	\$23,772.40	28,100.55	1.00	\$51,873 per dwelling unit	
Lot Type 2	0	\$20,919.71	24,728.49	0.88	\$45,648 per dwelling unit	
Lot Type 3	25	\$19,731.09	23,323.46	0.83	\$43,055 per dwelling unit	\$1,076,
Lot Type 4	88	\$17,116.13	20,232.40	0.72	\$37,349 per dwelling unit	\$3,286,
Lot Type 5	82	\$13,787.99	16,298.32	0.58	\$30,086 per dwelling unit	\$2,467,
Lot Type 6	0	\$11,410.75	13,488.27	0.48	\$24,899 per dwelling unit	
Total	195					\$6,830,

APPENDIX F
ASSESSMENT ROLL – PHASES #2-9

Attachment: Resolution exhibit Mustang PID - SAP-updated for Phase 2 and Phase 3-v2.0 (2019-60R : Lakes at Mustang Ranch CDR)

Appendix F
Phases #2-9 Major Improvement Assessment Roll

**Parcel
Equivalent Units
Assessment**

**All Parcels
888.39
\$21,180,087**

Year	Principal and Interest¹	Principal and Interest²	Principal and Interest³	Administrative Expenses⁴	Total Annual Installment
1	\$663,434	\$264,500	\$0	\$35,000	\$962,934
2	\$963,050	\$361,000	\$122,492	\$35,700	\$1,482,242
3	\$1,213,050	\$445,000	\$146,320	\$36,414	\$1,840,784
4	\$1,195,675	\$438,935	\$246,911	\$37,142	\$1,918,663
5	\$1,203,300	\$443,870	\$252,148	\$37,885	\$1,937,203
6	\$1,184,188	\$447,011	\$252,782	\$38,643	\$1,922,623
7	\$1,190,075	\$439,430	\$252,929	\$39,416	\$1,921,850
8	\$1,194,225	\$442,849	\$248,470	\$40,204	\$1,925,749
9	\$1,196,638	\$444,474	\$251,759	\$41,008	\$1,933,879
10	\$1,197,313	\$446,377	\$250,384	\$41,828	\$1,935,901
11	\$1,196,250	\$436,486	\$248,658	\$42,665	\$1,924,058
12	\$1,192,250	\$436,594	\$250,628	\$43,518	\$1,922,990
13	\$1,186,438	\$446,981	\$251,991	\$44,388	\$1,929,798
14	\$1,178,813	\$445,851	\$248,605	\$45,276	\$1,918,545
15	\$1,169,375	\$442,927	\$248,903	\$46,182	\$1,907,387
16	\$1,183,125	\$440,282	\$248,717	\$47,105	\$1,919,229
17	\$1,168,250	\$446,842	\$252,152	\$48,047	\$1,915,291
18	\$1,176,563	\$440,885	\$250,834	\$49,008	\$1,917,291
19	\$1,156,250	\$445,207	\$248,982	\$49,989	\$1,900,428
20	\$1,157,500	\$448,013	\$250,655	\$50,988	\$1,907,156
21	\$1,155,000	\$449,302	\$251,606	\$52,008	\$1,907,916
22	\$1,148,750	\$449,075	\$0	\$53,048	\$1,650,874
23	\$1,163,750	\$458,332	\$0	\$54,109	\$1,676,192
24	\$1,148,125	\$454,279	\$0	\$55,191	\$1,657,595
25	\$1,153,750	\$458,709	\$0	\$56,295	\$1,668,755
26	\$1,128,750	\$458,901	\$0	\$57,421	\$1,645,072
27	\$0	\$0	\$0	\$0	\$0
28	\$0	\$0	\$0	\$0	\$0
29	\$0	\$0	\$0	\$0	\$0
30	\$0	\$0	\$0	\$0	\$0
Total	\$29,863,884	\$11,332,114	\$4,775,926	\$1,178,482	\$47,150,406

1 - The principal and interest amounts represent the debt service requirements of the Series 2015 Phases #2-9 Major Improvement Bonds at the interest rates. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

2 - The principal and interest amounts represent the estimated debt service requirements of the Reimbursement Agreement for the Major Improvements allocated to Phases #2-9 that are not paid by the Phases #2-9 Bonds. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

3 - The principal and interest amounts represent the estimated debt service requirements of the City Contributed Major Improvements. Assessments. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

APPENDIX G
ASSESSMENT ROLL – PHASE #1

Attachment: Resolution exhibit Mustang PID - SAP-updated for Phase 2 and Phase 3-v2.0 (2019-60R : Lakes at Mustang Ranch CDR)

Appendix G
Phase #1 Assessment Roll

**Parcel
Equivalent Units
Assessment**

**All Parcels
210.80
\$9,699,913**

Year	Principal and Interest¹	Principal and Interest²	Administrative Expenses³	Total Annual Installment
1	\$430,383	\$0	\$15,000	\$445,383
2	\$637,088	\$28,294	\$15,255	\$680,637
3	\$787,088	\$33,798	\$15,514	\$836,400
4	\$801,963	\$57,033	\$15,778	\$874,774
5	\$790,150	\$58,243	\$16,046	\$864,439
6	\$803,338	\$58,389	\$16,319	\$878,046
7	\$789,838	\$58,423	\$16,597	\$864,857
8	\$801,338	\$57,394	\$16,879	\$875,610
9	\$786,150	\$58,153	\$17,166	\$861,469
10	\$795,963	\$57,835	\$17,457	\$871,255
11	\$804,088	\$57,437	\$17,754	\$879,279
12	\$785,525	\$57,892	\$18,056	\$861,473
13	\$791,963	\$58,207	\$18,363	\$868,532
14	\$796,713	\$57,425	\$18,675	\$872,812
15	\$799,775	\$57,493	\$18,993	\$876,261
16	\$800,275	\$57,451	\$19,315	\$877,041
17	\$799,025	\$58,244	\$19,644	\$876,913
18	\$796,025	\$57,940	\$19,978	\$873,942
19	\$791,275	\$57,512	\$20,317	\$869,104
20	\$783,425	\$57,898	\$20,663	\$861,986
21	\$798,750	\$58,118	\$21,014	\$877,882
22	\$785,425	\$0	\$21,371	\$806,796
23	\$795,275	\$0	\$21,735	\$817,010
24	\$801,475	\$0	\$22,104	\$823,579
25	\$804,025	\$0	\$22,480	\$826,505
26	\$777,925	\$0	\$22,862	\$800,787
27	\$0	\$0	\$0	\$0
28	\$0	\$0	\$0	\$0
29	\$0	\$0	\$0	\$0
30	\$0	\$0	\$0	\$0
Total	\$20,134,258	\$1,103,179	\$485,335	\$21,722,772

1 - The principal and interest amounts represent the estimated debt service requirements of the Series 2015 Phases #1 Bonds. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

2 - The principal and interest amounts represent the estimated debt service requirements of the City Contributed Major Improvements Assessments. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

APPENDIX H
ASSESSMENT ROLL – PHASE #2

Attachment: Resolution exhibit Mustang PID - SAP-updated for Phase 2 and Phase 3-v2.0 (2019-60R : Lakes at Mustang Ranch CDR)

Appendix H
Phase #2 Assessment Roll

**Parcel
Equivalent Units
Assessment**

**All Parcels
214.67
\$5,300,000**

Year	Principal and Interest¹	Administrative Expenses²	Total Annual Installment
1	\$470,110	\$20,000	\$490,110
2	\$470,110	\$20,340	\$490,450
3	\$565,110	\$20,686	\$585,796
4	\$561,684	\$21,037	\$582,721
5	\$557,814	\$21,395	\$579,209
6	\$403,500	\$21,759	\$425,259
7	\$402,043	\$22,129	\$424,172
8	\$405,293	\$22,505	\$427,797
9	\$402,955	\$22,887	\$425,842
10	\$405,324	\$23,277	\$428,601
11	\$402,106	\$23,672	\$425,778
12	\$403,595	\$24,075	\$427,669
13	\$399,496	\$24,484	\$423,980
14	\$400,104	\$24,900	\$425,004
15	\$400,125	\$25,323	\$425,448
16	\$399,559	\$25,754	\$425,313
17	\$398,406	\$26,192	\$424,598
18	\$396,666	\$26,637	\$423,303
19	\$399,339	\$27,090	\$426,429
20	\$396,132	\$27,550	\$423,682
21	\$397,337	\$28,019	\$425,356
22	\$397,662	\$28,495	\$426,157
23	\$397,107	\$28,980	\$426,086
24	\$395,671	\$29,472	\$425,143
25	\$773,354	\$29,973	\$803,327
26	\$772,851	\$30,483	\$803,334
27	\$0	\$0	\$0
28	\$0	\$0	\$0
29	\$0	\$0	\$0
30	\$0	\$0	\$0
Total	\$11,773,450	\$647,114	\$12,420,563

1 - The principal and interest amounts represent the estimated debt service requirements of the Reimbursement Agreement for the Phase #2 Improvements. The interest amounts are calculated using 8.87% per annum for years 1 to 5 and 5.87% per annum thereafter.

2 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Resolution exhibit Mustang PID - SAP-updated for Phase 2 and Phase 3-v2.0 (2019-60R : Lakes at Mustang Ranch CDR)

APPENDIX I
ASSESSMENT ROLL – PHASE #3

Appendix I
Phase #3 Assessment Roll

**Parcel
Equivalent Units
Assessment**

**All Parcels
131.67
\$3,070,000**

Year	Principal and Interest¹	Administrative Expenses²	Total Annual Installment
1	\$309,510	\$20,000	\$329,510
2	\$309,099	\$20,340	\$329,439
3	\$308,687	\$20,686	\$329,373
4	\$308,276	\$21,037	\$329,313
5	\$307,864	\$21,395	\$329,259
6	\$242,203	\$21,759	\$263,961
7	\$244,588	\$22,129	\$266,716
8	\$246,711	\$22,505	\$269,216
9	\$243,573	\$22,887	\$266,460
10	\$245,435	\$23,277	\$268,712
11	\$247,036	\$23,672	\$270,708
12	\$243,375	\$24,075	\$267,449
13	\$244,714	\$24,484	\$269,197
14	\$245,791	\$24,900	\$270,691
15	\$246,607	\$25,323	\$271,930
16	\$242,162	\$25,754	\$267,915
17	\$242,716	\$26,192	\$268,908
18	\$243,009	\$26,637	\$269,646
19	\$243,041	\$27,090	\$270,130
20	\$247,811	\$27,550	\$275,361
21	\$502,058	\$28,019	\$530,076
22	\$502,707	\$28,495	\$531,202
23	\$502,310	\$28,980	\$531,289
24	\$500,867	\$29,472	\$530,339
25	\$503,378	\$29,973	\$533,351
26	\$494,581	\$30,483	\$525,064
27	\$0	\$0	\$0
28	\$0	\$0	\$0
29	\$0	\$0	\$0
30	\$0	\$0	\$0
Total	\$8,218,102	\$647,114	\$8,865,215

1 - The principal and interest amounts represent the estimated debt service requirements of the Reimbursement Agreement for the Phase #3 Improvements. The interest amounts are calculated using 8.23% per annum for years 1 to 5 and 5.23% per annum thereafter.

2 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
Date: November 12, 2019
Re: Interlocal Agreement with the City of Richardson

Action Requested:

Consider and Act upon an Interlocal Agreement between the City of Celina and the City of Richardson for cooperative purchasing. (Berry)

Background Information:

Section 271.102 of the TEXAS LOCAL GOVERNMENT CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization. A local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, materials, and services.

Alternatives:

Council may reject the agreement and direct staff.

Financial Considerations:

There are no financial implications.

Legal Review:

N/A

Supporting Documents:

Interlocal Agreement

Staff Recommendation:

Staff recommends authorizing the Interlocal Agreement with the City of Richardson

STATE OF TEXAS §
 §
 §
 COUNTIES OF DALLAS §
 AND COLLIN §

**INTERLOCAL COOPERATION AGREEMENT
 FOR COOPERATIVE PURCHASING PROGRAM**

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the City of Richardson, Texas (“Richardson”), and the City of Celina, Texas (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each Party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow each Party to purchase under goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

**ARTICLE I
 PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties, which will allow each Party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE.

**ARTICLE II
 TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof (“Effective Date”). Thereafter this Agreement shall automatically renew

for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party.

ARTICLE IV PURCHASING

The City Manager, Superintendent or designee for each Party is authorized to act on behalf of the respective Party in all matters relating to this cooperative purchasing program. Each Party shall make payments to the other Party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each Party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 Relationship of Parties. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 Notice. All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the Parties may designate in writing, or by hand delivery or facsimile transmission to the address set forth below:

If intended for the City, to:

Dan Johnson, City Manager
City of Richardson, Texas
411 West Arapaho Road
P.O. Box 830309
Richardson, Texas 75083-0309
972.744.4203 – telephone
972.744.5803 – facsimile

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 – facsimile

If intended for Celina, to:

Jason Laumer, City Manager
 City of Celina, Texas
 City Hall
 142 North Ohio Street
 Celina, TX 75009
 972.382.2682 – telephone
 972.382.3736 – facsimile

5.3 Amendment. This Agreement may be amended by the mutual written agreement of both Parties hereto.

5.4 Severability. 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

5.6 Authorization. By executing this Agreement, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.

5.7 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

5.8 Recitals. The recitals to this Agreement are incorporated herein.

5.9 Counterparts. This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

(signature page to follow)

EXECUTED this ____ day of _____, 2019.

CITY OF RICHARDSON, TEXAS

By: _____
Dan Johnson, City Manager

Approved as to Form:

By: _____
Pete Smith, City Attorney

EXECUTED this ____ day of _____, 2019.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

Approved as to Form:

By: _____
Lance Vanzant, City Attorney



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: November 12, 2019
 Re: City Building Renovations

Action Requested:

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)

Background Information:

Council authorized the award of the city buildings renovation project (City Hall, Annex, and EDC) on February 12, 2019. During the award process, staff did not request contingency funds for use during the construction phase.

Change Order 19 will be used to restore the stained glass in the Annex building. The amount is \$50,665.37.

Alternatives:

Council may reject the request for contingency funds and direct staff.

Financial Considerations:

Funding is available in each project and will be tracked with their respective project numbers.

Project Name	Contract Amount	5% contingency	Total
B17 - City Hall	\$ 393,272.00	\$ 19,663.60	
B18 - EDC	\$ 1,353,827.00	\$ 67,691.35	
B16 - Council	\$ 4,922,453.00	\$ 246,122.65	
	\$ 6,669,552.00	\$ 333,477.60	\$ 7,003,029.60

Legal Review:

N/A

Supporting Documents:

Change Order 19

Staff Recommendation:

Staff recommends authorization of contingency funds and approval of change order 19.



HILL & WILKINSON

GENERAL CONTRACTORS

Proposed Change Order

Number: 19

2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Project: Celina City Buildings Renovations 142 N. Ohio St. Celina, TX 75009	Contract Number: 1874. Celina City Buildings Renovations Proposed Change Order #: 19-C.C. - Existing Stain Glass Restoration
To (Contractor): Hill & Wilkinson Construction Group 2703 Telecom Parkway, Suite 120 Richardson, TX 75082	Change Order Date : 10/25/19

You are directed to make the following changes in this Contract:

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1		LS	C.C. - Existing Stain Glass Restoration		47,355.00
Total For Change Order before Add Ons:					47,355.00
Subcontractor Default Ins.					710.33
General Liability Insurance					475.32
Builders Risk Ins					29.45
Association Dues					47.36
Maintenance After Completion					94.71
Fee					1,948.67
P&P Bond					4.53
Total For Change Order:					50,665.37

Authorized By Owner:

City of Celina
142 North Ohio
Celina, TX 75009

By: Kimberly Brawner
Digitally signed by Kimberly Brawner
Date: 2019.10.30 18:14:35 -05'00'

Authorized by Architect:

VAI Architects, Inc.
15301 Spectrum Dr., Ste 450
Addison, TX 75001

By: _____
Date: _____

Authorized by Contractor:

Hill & Wilkinson Construction Group
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

By: Jacob Dennis Stanley
Digitally signed by Jacob Dennis Stanley
Date: 2019.10.25 12:58:48 -05'00'

2 Hill & Wilkinson Construction Group, Ltd.

10/25/19 12:57:24 PM

CustomPMPendChangeOrderArchSig.rpt

Attachment: CO 19 (City Building Renovations - Change Order 19)

FOSTER STAINED GLASS

2801 SOUTH COLLEGE AVENUE BRYAN, TEXAS 77801
979-779-5864 800-532-6386 email: admin@fosterstainedglass.com

PROPOSAL

PROPOSAL SUBMITTED TO:

October 18, 2019

Kendall Hamrick
Hill and Wilkinson General Contractors
2703 Telecom PKWY Ste 120
Richardson, TX 75082

PROJECT:

Celina Chamber Building
Celina, TX

1. WE HEREBY SUBMIT specifications and estimates for the Restoration of the following leaded stained glass windows: See attached picture for reference

3 (Three)	34" x 75" stained glass windows 1st floor
4 (four)	22" x 48" stained glass windows 2nd floor East elevation
1 (one)	14" x 48" stained glass windows 2nd floor North elevation
2 (two)	14" x 48" stained glass windows 2nd floor South elevation

Specifications:

Each window will be photographed and labeled.

The window sections will be removed from the openings in their respective frames if applicable.

The wood jamb will be inspected (if necessary). Any repairs or attention needed will be brought to the attention of the owner. An allocation of ? is

The window will be transported to Foster Stained Glass in Bryan, TX.

The stained glass window will be extensively photographed in transmitted light using digital photography. Rubbings will be made of each section for use by Foster Stained Glass

If a full restoration is performed, the window section will be dismantled and each piece of glass cleaned and inspected.

Broken pieces will be assessed and repaired in one of the following methods:
(Determined by Foster Stained Glass)

- A very small profile lead came can be used to join the glass.
- A glass glue can be used to edge-glue the pieces together
- The piece can be replicated and replaced.

The window will be releaded using like profiles of lead. All lead will contain a minimum of 2% antimony and a max of 4% antimony for strength and longevity. All joints to be soldered using a 60/40 wire solder.

All window section will be waterproofed using an organic glazing compound that is forced between the glass and the lead.

All residues will be removed and the glass left clean using whiting. All lead finished to a dark grey.

All sections will be reinforced as deemed necessary and will use ½" x 1/8" galvanized steel flat bar. Location and quantity are at the sole discretion of Foster Stained Glass.

All sections will be installed into the original locations.

All debris caused by Foster Stained glass will be removed and properly disposed. All work area to be broom swept clean.

WE HEREBY PROPOSE: to furnish labor and materials complete in accordance with the above specifications for the sum of: \$19,600.00 with payments as draws due based upon % completion of the work.

2. WE HEREBY SUBMIT specifications and estimates for removal of the exterior 1/4" clear glass, opening and cleaning the jambs and permanent closure of the casement windows of all of the 2nd level casement style stained glass windows.

27 (twenty seven) pairs Sizes range from 14" wide to 22" wide x 48" tall.

Specifications:

All of the exterior glass will be removed and disposed of properly.

All aluminum stops will be reclaimed and powder coated white for the installation procedure of the new 1/4" clear tempered glass.

All windows will be opened. Caulking, weather stripping, and paint will be removed in a fashion as to allow maximal air circulation for the space between the stained glass and the exterior protective glass.

All windows will be closed using screws at the top and the bottom of each sash.

All windows will be cleaned on both sides using an alcohol based cleaner.

New 1/4" clear tempered glass will be installed after a new coat of exterior paint is applied by others.

Any manlift rental needed for these procedures will be billed as a reimbursable expense

WE HEREBY PROPOSE: to furnish labor and materials complete in accordance with the above specifications for the sum of: \$23,092.00 with payments as draws due based upon % completion of the work.

3. WE HEREBY SUBMIT specifications and estimates for removal and replacement of the casement latches and window openers (pictured below) of the casement windows of all of the 2nd level casement style stained glass windows.

27 (twenty seven) pairs



WE HEREBY PROPOSE: to furnish labor and materials complete in accordance with the above specifications for the sum of: \$4663.00 with payments as draws due based upon % completion of the work.

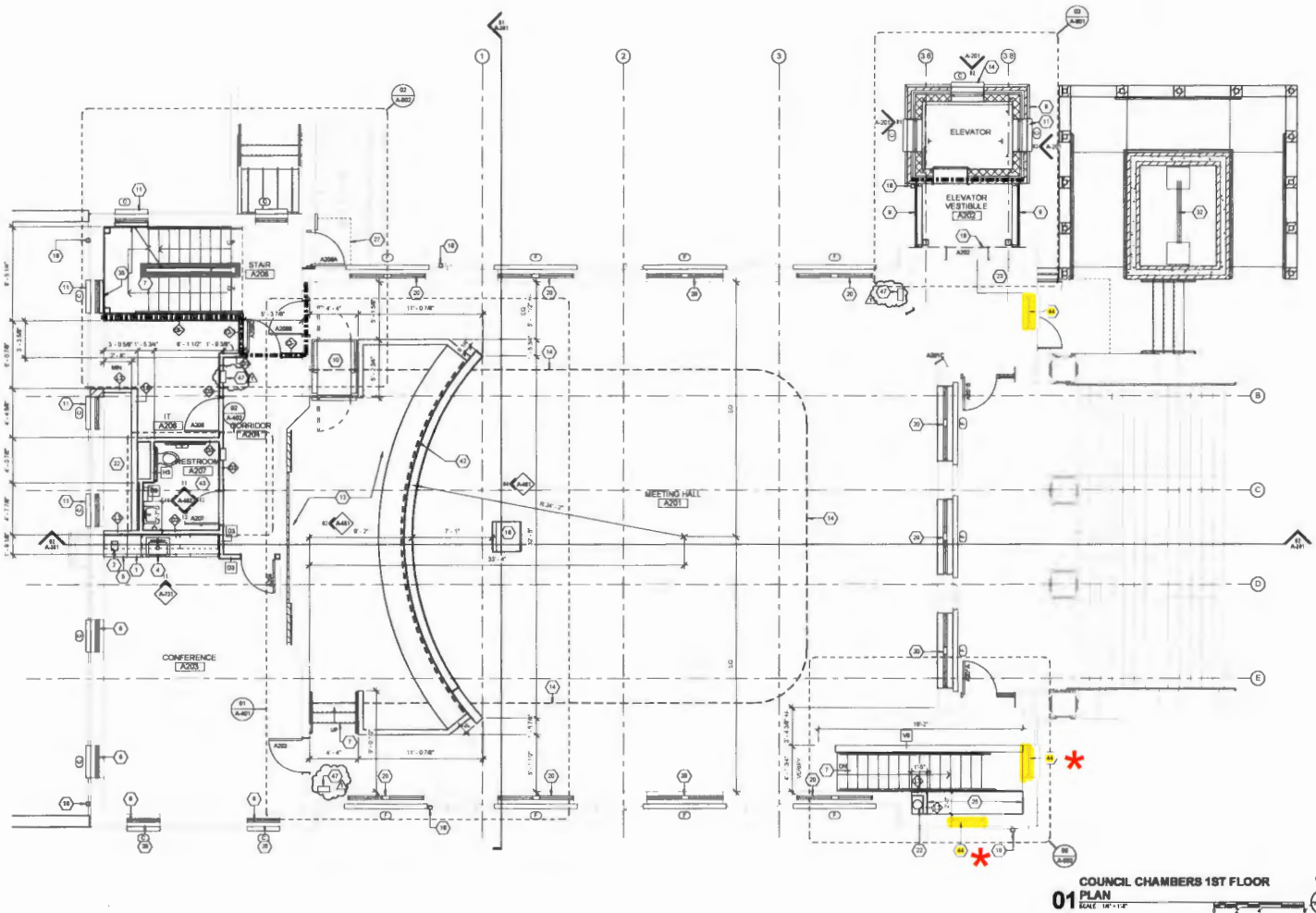
Authorized Signature:
Quint Foster
Foster Stained Glass

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified.

Representative

Date

* Windows Identified to be removed and repaired



GENERAL NOTES

1. SEE SCHEDULE FOR COMPLETE LIST OF GENERAL REQUIREMENTS.
2. REFER TO SHEET A-101 FOR DOOR SCHEDULE AND DOOR TYPES.
3. ALL ARCHITECTURAL CONDITIONS ARE TO BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).
4. SURFACE FINISHES AND MATERIALS SHALL BE AS SHOWN ON THE DRAWINGS.

KEYED NOTES (1)

- NOTE: NOT ALL KEYED NOTES APPLY TO THIS SHEET.
1. REAR AND UPPER CORNERS TO BE SOLID SURFACE COUNTERTOP WITH 4" BUNGLE PLATE.
 2. COFFER UNDER COUNTERS TO BE REMOVED.
 3. DISHWASHER.
 4. AND NEW FAUCET WITH HOT AND COLD LEVER AND SPRAY.
 5. UNDER COUNTER SINK.
 6. SINK AND SINK SYSTEM.
 7. CUBBY BOARD WITH NEW BRICK VENEER TO MATCH EXISTING BRICK.
 8. GLAZED ALUMINUM COUNTERMALL SYSTEM.
 9. ACCESSIBLE PLATFORM LIFT.
 10. CHAIRS/STUCCO.
 11. 6" STEP FOR DASH TABLE.
 12. NARROW DASH 18" HIGH.
 13. EDGE OF FLOOR LINE ABOVE.
 14. 18" TALL UNFINISHED GYM WALK ENCLOSURE WITH NEW GYM STONE CAP.
 15. CUSTOM PROGRAM FIBER IN PLACE.
 16. PROVIDE TIES TO PROVIDE TO LEVEL OUT FLOOR UNDER RANGES FLOORING BETWEEN EXISTING FLOOR FINISH.
 17. 3 1/2" x 4" PLYWOOD PANEL BOUNDED BY GYMSTOCK DOWNPOUT TO SUB-GRADE PERFORM - BEST PRACTICE.
 18. FLOOR VINYL AND CEILING EXPANDED JOINT LOCATION TYP.
 19. POWER OPERATED BLACKOUT BLINDS/SHUTTERS.
 20. PAIR NEW REFLECTOR LIGHTS.
 21. NEW REFRIGERATOR/ICE MACHINE.
 22. FILL OUT FLOOR WITH NEW FLOORING CONTROL SHOWN PER LOCATED MAPS AND PLANS - SEE SHEET A-101.
 23. FILL OUT FLOOR WITH NEW FLOORING CONTROL SHOWN PER LOCATED MAPS AND PLANS - SEE SHEET A-101.
 24. ANGLED 6" x 6" BEAM.
 25. FIRE RATED WINDOW SYSTEM.
 26. FIRE RATED WINDOW SYSTEM.
 27. BLINDS/HANDRAIL SYSTEM.
 28. FLOOR VINYL AND CEILING EXPANDED JOINT LOCATION TYP.
 29. EXISTING VINYL SUPPORT RISER.
 30. EXISTING VINYL SUPPORT RISER.
 31. VERTICAL RAIL.
 32. EXISTING BUILDING PLANT TO REMAIN.
 33. ACCESS DOOR FOR CLOSED OFF SPACE - SEE SHEET A-101.
 34. ADD VINYL WINDOW BLINDS WITH CONTROL WALL FINISH.
 35. NEW BLINDS AT WINDOW OPENINGS AND BLINDS WITH DIFFERENTIAL AROUND MECHANICAL UNITS TO BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).
 36. GLASS AND A WATER TIGHT PANEL TO BE SET WITH ALUMINUM SILENT OR ALL GLASS UP TO 60" AND 60" BLINDS - SEE SHEET A-101 FOR DETAILS AND SPECIFICATIONS FOR BLINDS TO BE PROVIDED BY THE SUBMITTER.
 37. FILL IN WALL WITH BLINDS/BLINDS WITH SYSTEM.
 38. BLIND SURFACE COUNTERTOP.
 39. PLANTING AREA - SEE LAYOUT.
 40. LINE OF WALL ABOVE.
 41. NEW AND EXISTING BLINDS WITH BLINDS AND RAIL HOOKS.
 42. LED STRIP LIGHTS WITH BLINDS TO BE SET.
 43. PROVIDE AN EXPANDED VINYL BACKERBOARD UNDER FLOOR TILE - ATTACHED TO NEW SUB FLOOR.
 44. REPAIR EXISTING DOOR OPENING AND REPAIR DOOR TO BE SET TO BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).
 45. FILL IN WALL WITH BLINDS/BLINDS WITH SYSTEM.

LEGEND

- 1. 1/2" STAINLESS STEEL VINYL.
- 2. EXISTING VINYL BLINDS.
- 3. BLINDS WITH BLINDS.
- 4. DOOR AND FRAME AS SHOWN.
- 5. EXISTING BLINDS.
- 6. FLOORING DOOR AND FRAME AS SHOWN.
- 7. VINYL TYPE 1, SEE A-101.

COUNCIL CHAMBERS 1ST FLOOR
01 PLAN
SCALE: 1/8" = 1'-0"

vai
architect
1401 East 11th Street, Suite 100
Celina, Texas 75009
Phone: 254.281.1111
www.vaiarchitect.com

CITY OF CELINA
142 N. OHIO ST.
CELINA, TX 75009

CITY OF CELINA CH FACILITY RENOVATION
142 N. OHIO ST.
CELINA, TX 75009

ADDENDUM 1
12/21/2016
17016.000
CH
ISSUED FOR CONSTRUCTION
A-101

COUNCIL CHAMBERS 1ST FLOOR PLAN
A-101

Attachment: CO 19 (City Building Renovations - Change Order 19)









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: November 12, 2019
 Re: Preston Road Lighting, Phase 1

Action Requested:

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)

Background Information:

On October 24, 2019 the City received responses to bid 2019-0018 for Preston Road lighting, Phase 1. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred seventy vendors were notified. Four No Bids and Five responses were received. Staff and the design engineer reviewed the bids and recommends the apparent lowest responsible bidder.

Preston Road Lighting project consists of the installation of LED Roadway Lighting assemblies along Preston Road from Glendenning Parkway to Frontier Parkway.

Alternatives:

Council may reject the bids and direct staff.

Financial Considerations:

Funding is available in the current budget and will be tracked as project R24.

Base Bid	\$	966,344.36
Contingency	\$	<u>86,900.00</u>
Total	\$	1,053,244.36

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

Legal Review:

Standard contract documents are being utilized which the City Attorney has previously reviewed and approved.

Supporting Documents:

Bid Tab
Agreement

Staff Recommendation:

Staff recommends awarding bid #2019-018 to Highway ITS in the amount not to exceed \$966,344.36 plus 8.99% Contingency (\$86,900).

2019-0018 Preston Road Lighting, Phase 1

Line #	Description	QTY	UOM	Highway ITS		American Lighting and Signalization LLC		MELS ELECTRIC, LP		Bean electrical Inc.		Durable Specialties, Inc.	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Preston Road Lighting - Base Bid												
1.1	MOBILIZATION	1	L.SUM	90,209.01	90,209.01	77,807.08	77,807.08	50,000.00	50,000.00	85,271.00	85,271.00	125,000.00	125,000.00
1.2	DRILLED SHAFT FOUNDATION (Luminaire Pole)	648	LF	151.10	97,912.80	209.98	136,067.04	265.00	171,720.00	360.00	233,280.00	345.00	223,560.00
1.3	ELECTRIC CONDUCTOR (No. 6 Bare)	15325	LF	1.15	17,623.75	1.04	15,938.00	1.45	22,221.25	1.82	27,891.50	1.00	15,325.00
1.4	ELECTRIC CONDUCTOR (No. 6 Insulated)	30650	LF	1.24	38,006.00	1.38	42,297.00	1.65	50,572.50	1.82	55,783.00	1.00	30,650.00
1.5	ELECTRICAL SERVICE (TY A (240/480)060(NS)SS(E)PS(U))	2	EA	6,601.10	13,202.20	6,541.41	13,082.82	7,960.25	15,920.50	7,500.00	15,000.00	8,000.00	16,000.00
1.6	LUMINAIRE POLE (Twin)	81	EA	5,844.10	473,372.10	5,555.80	450,019.80	6,385.35	517,213.35	5,134.00	415,854.00	7,400.00	599,400.00
1.7	LUMINAIRE POLE (Twin) (SPARE)	5	EA	5,424.10	27,120.50	5,056.88	25,284.40	4,965.00	24,825.00	4,734.00	23,670.00	6,700.00	33,500.00
1.8	LUMINARIE FIXTURE (108W LED)	162	EA	345.35	55,946.70	311.95	50,535.90	450.00	72,900.00	376.00	60,912.00	550.00	89,100.00
1.9	LUMINARIE FIXTURE (108W LED) (SPARE)	10	EA	345.35	3,453.50	254.10	2,541.00	375.25	3,752.50	226.00	2,260.00	300.00	3,000.00
1.10	CONDUIT (PVC) (Schedule 40) (2") (Trench)	12520	LF	7.28	91,145.60	8.00	100,160.00	10.50	131,460.00	12.50	156,500.00	18.00	225,360.00
1.11	CONDUIT (PVC) (Schedule 40) (2") (Bore)	2685	LF	16.08	43,174.80	15.31	41,107.35	16.50	44,302.50	20.00	53,700.00	40.00	107,400.00
1.12	GROUND BOX (TY A w/ Apron)	5	EA	915.48	4,577.40	1,096.12	5,480.60	825.00	4,125.00	950.00	4,750.00	2,500.00	12,500.00
1.13	BARRICADES, SIGNS & TRAFFIC HANDLING	4	MO	2,650.00	10,600.00	1,979.34	7,917.36	7,100.00	28,400.00	4,230.00	16,920.00	15,250.00	61,000.00
	Total				\$ 966,344.36		\$ 968,238.35		\$ 1,137,412.60		\$ 1,151,791.50		\$ 1,541,795.00

Attachment: Tab Sheet (Preston Road Lighting, Phase I)

Line #
1
1.1
1.2
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1.13

EQUIPMENT AGREEMENT

Customer No. 11326

Agreement No.

AGREEMENT MADE October 23, 2019 by and between Reeder Distributors, Inc. of Fort Worth, TX, herein after referred to as Reeder and City of Celina of Celina, TX herein after referred to as Operator.

ARTICLE I

For and in consideration of Operator's purchase of the entire quantities of oil and/or fuel by Operator's business. Reeder hereby lends to the Operator and the Operator operates from Reeder, all the following described equipment:

1—4000 gallon double wall tank	WE4000DW
1—2000 gallon double wall tank	WE2000DW
2—110v pump	FR700V
2—meter	FR901
1—diesel nozzle	FRN075DAU10
1—unlead nozzle	FRN075UAU10
2—pump pedestal	FRPA125
2—filter base	WT-200H3
2—filter	WT-250E
4—vent cap	WT-23-0033
2—monitor	CEN-DP111N-V-GPS
2—pulser	WT-4000800F
1—superbox	TEC-US110500820
1—pedestal	TEC-816730004
1—skydrive upgrade	TEC-US233400036

The equipment is located at:

**Public Works
10165 CR 106
Celina, TX 75009**

ARTICLE II

The term of this agreement concerning each item of equipment commences on the date the item is delivered to the Operator. The term of this agreement ends on the date when Operator ceases to purchase product from Reeder. Reeder has the option to remove loaned equipment immediately if Operator introduces product into said equipment that is not purchased from Reeder.

ARTICLE III

- A) This agreement shall continue and be in full force and effect for so long as Operator purchases from Reeder the entire quantities of oil and/or fuel which are required for Operator's business.

Attachment: Agreement (Preston Road Lighting, Phase I)

- B) If the Operator fails to purchase the products required in section A, or fails to maintain the equipment in good condition, or uses the equipment in an improper or unlawful manner, Reeder may repossess the loaned equipment without court order. Reeder may charge a monthly rental fee if agreed on volume of product is not purchased from Reeder.
- C) In the event Reeder attempts to pick up equipment and the equipment is not at that location the Operator will be responsible for paying Reeder the market value of the equipment but only if the Operator cannot produce a signed receipt for pick up of the equipment from Reeder.

ARTICLE IV

- A) The Operator shall use the equipment in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment.
- B) The Operator shall be responsible for the cost of removing any residual liquid or solid that collects in the containment pit holding the equipment

ARTICLE V

Reeder, at its own cost and expense, shall keep the equipment in good repair, condition, and working order and shall furnish any and all parts, mechanisms, and devices required to keep the equipment in good mechanical and operating condition

ARTICLE VI

- A) If at any time the equipment is damaged by the Operator, all repairs made to the equipment will be the responsibility of the Operator.
- B) If any of the loaned equipment is lost or stolen, the Operator is to inform Reeder immediately. The Operator will be charged for the cost of the replacement equipment.
- C) The Operator will be responsible to obtain from Reeder a signed release form stating that Reeder has picked up their equipment. The Operator agrees that if they do not have a signed release form from Reeder that they are responsible for payment of equipment listed on this equipment agreement to Reeder whether it was stolen or lost.

ARTICLE VII

The equipment is and shall at all times be and remain the sole and exclusive property of Reeder. The Operator shall have no right, title, or interest therein, except as expressly set forth in this agreement.

ARTICLE VIII

- A) Operator agrees to request written permission from Reeder before moving or removing Reeder's equipment from Operators' property or work site.
- B) Operator further agrees to immediately inform Reeder of new location where Reeder's equipment was moved to.
- C) Reeder may charge Operator for moving equipment to any new locations.

ARTICLE IX

The Operator shall indemnify Reeder, its Directors, officers, employees, and agents against, and shall hold them harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, any pollution or damage caused by the leakage or spillage from the products contained within Operators' equipment, and liabilities, including attorney fees, resulting from Operator's negligence concerning said equipment.

Reeder shall indemnify Operator, its Directors, officers, employees, and agents against, and shall hold them harmless from any and all claims, actions, suits, proceedings, cost, expenses, damages, any pollution or damage caused by the leakage or spillage from the products contained within Operators' equipment and liabilities, including attorney fees, resulting from Reeder's negligence concerning said equipment.

City of Celina
142 N. Ohio Street
Celina, TX 75009

Reeder Distributors, Inc.
P.O. Box 8237
Fort Worth, TX 76124-0237

Jason Laumer, City Manager

Kathy Johnson
Equipment Dept.

November 12, 2019

Date: November 12, 2019

Received by _____

Date installed _____

Reeder installer _____

Tank number _____

Attachment: Agreement (Preston Road Lighting, Phase I)



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: November 12, 2019
Re: Fuel Tanks

Action Requested:

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)

Background Information:

The agreement will provide two above ground fuel tanks; one at Fire Station 2 and one at Public Works. In addition to the tanks, the service includes a card system for monitoring and distribution of fuel. Tanks will be monitored and maintained with secure access. The tanks will be used to provide diesel fuel for city equipment. There is zero cost for the equipment, monitoring, delivery and service. The fuel will be purchased and provided at the current Oil Price Information Service (OPIS) rate plus .50 cents. The equipment will provide ease of use for larger pieces of equipment.

Alternatives:

Council may reject the agreement and direct staff.

Financial Considerations:

Funding for diesel fuel is available in the current budget. The estimated expenditure is \$43,000.

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

Legal Review:

The Agreement has been reviewed by the City Attorney.

Supporting Documents:

Agreement

Staff Recommendation:

Staff recommends approving the agreement with Reeder Distribution.

EQUIPMENT AGREEMENT

Customer No. 11326

Agreement No.

AGREEMENT MADE November 12, 2019 By and between Reeder Distributors, Inc. of Fort Worth, TX, herein after referred to as Reeder and City of Celina of Celina, TX herein after referred to as Operator.

ARTICLE I

For and in consideration of Operator's purchase of the entire quantities of oil and/or fuel by Operator's business. Reeder hereby lends to the Operator and the Operator operates from Reeder, all the following described equipment:

1—2000 gallon double wall tank	WE2000DW
1—110v pump	FR700V
1—meter	FR901
1—nozzle	FR075DAU10
1—pump pedestal	FRPA125
1—filter base	WT-200H3
1—filter	WT-250E
2—vent cap	WT-23-0033
1—monitor	CEN-DP111N-V-GPS
1—pulser	WT-4000800F
1—wonderbox	TEC-US110500700
1—pedestal	TEC-US816650019
1—skydrive upgrade	TEC-US23400036

The equipment is located at:

Fire Station #2
1805 Light Farms Way
Celina, TX 75009

ARTICLE II

The term of this agreement concerning each item of equipment commences on the date the item is delivered to the Operator. The term of this agreement ends on the date when Operator ceases to purchase product from Reeder. Reeder has the option to remove loaned equipment immediately if Operator introduces product into said equipment that is not purchased from Reeder.

ARTICLE III

- A) This agreement shall continue and be in full force and effect for so long as Operator purchases from Reeder the entire quantities or fuel which are required for Operator's business.
- B) If the Operator fails to purchase the products required in section A, or fails to maintain the equipment in good condition, or uses the equipment in an improper or unlawful manner,

Attachment: Agreement FS2 (Fuel Tanks & Fuel)

Reeder may repossess the loaned equipment without court order. Reeder may charge a monthly rental fee if agreed on volume of product is not purchased from Reeder.

- C) In the event Reeder attempts to pick up equipment and the equipment is not at that location the Operator will be responsible for paying Reeder the market value of the equipment but only if the Operator cannot produce a signed receipt for pick up of the equipment from Reeder.

ARTICLE IV

- A) The Operator shall use the equipment in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment.
- B) The Operator shall be responsible for the cost of removing any residual liquid or solid that collects in the containment pit holding the equipment

ARTICLE V

Reeder, at its own cost and expense, shall keep the equipment in good repair, condition, and working order and shall furnish any and all parts, mechanisms, and devices required to keep the equipment in good mechanical and operating condition

ARTICLE VI

- A) If at any time the equipment is damaged by the Operator, all repairs made to the equipment will be the responsibility of the Operator.
- B) If any of the loaned equipment is lost or stolen, the Operator is to inform Reeder immediately. The Operator will be charged for the cost of the replacement equipment.
- C) The Operator will be responsible to obtain from Reeder a signed release form stating that Reeder has picked up their equipment. The Operator agrees that if they do not have a signed release form from Reeder that they are responsible for payment of equipment listed on this equipment agreement to Reeder whether it was stolen or lost.

ARTICLE VII

The equipment is and shall at all times be and remain the sole and exclusive property of Reeder. The Operator shall have no right, title, or interest therein, except as expressly set forth in this agreement.

ARTICLE VIII

- A) Operator agrees to request written permission from Reeder before moving or removing Reeder's equipment from Operators' property or work site.
- B) Operator further agrees to immediately inform Reeder of new location where Reeder's equipment was moved.
- C) Reeder may charge Operator for moving equipment to any new locations.

ARTICLE IX

The Operator shall indemnify Reeder, its Directors, officers, employees, and agents against, and shall hold them harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, any pollution or damage caused by the leakage or spillage from the products contained within Operators' equipment, and liabilities, including attorney fees, resulting from Operator's negligence concerning said equipment.

Reeder shall indemnify Operator, its Directors, officers, employees, and agents against, and shall hold them harmless from any and all claims, actions, suits, proceedings, cost, expenses, damages, any pollution or damage caused by the leakage or spillage from the products contained within Operators' equipment and liabilities, including attorney fees, resulting from Reeder's negligence concerning said equipment.

City of Celina

1805 Light Farms Way

Celina, TX 75009

Jason Laumer, City Manager

November 12, 2019

Date

Received by _____

Reeder installer _____

Date installed _____

Tank number _____

Reeder Distributors, Inc.

P.O. Box 8237

Fort Worth, TX 76124-0237

Kathy Johnson
Equipment Dept.

Date: November 12, 2019

Attachment: Agreement FS2 (Fuel Tanks & Fuel)

EQUIPMENT AGREEMENT

Customer No. 11326

Agreement No.

AGREEMENT MADE October 23, 2019 by and between Reeder Distributors, Inc. of Fort Worth, TX, herein after referred to as Reeder and City of Celina of Celina, TX herein after referred to as Operator.

ARTICLE I

For and in consideration of Operator's purchase of the entire quantities of oil and/or fuel by Operator's business. Reeder hereby lends to the Operator and the Operator operates from Reeder, all the following described equipment:

1—4000 gallon double wall tank	WE4000DW
1—2000 gallon double wall tank	WE2000DW
2—110v pump	FR700V
2—meter	FR901
1—diesel nozzle	FRN075DAU10
1—unlead nozzle	FRN075UAU10
2—pump pedestal	FRPA125
2—filter base	WT-200H3
2—filter	WT-250E
4—vent cap	WT-23-0033
2—monitor	CEN-DP111N-V-GPS
2—pulser	WT-4000800F
1—superbox	TEC-US110500820
1—pedestal	TEC-816730004
1—skydrive upgrade	TEC-US233400036

The equipment is located at:

Public Works
10165 CR 106
Celina, TX 75009

ARTICLE II

The term of this agreement concerning each item of equipment commences on the date the item is delivered to the Operator. The term of this agreement ends on the date when Operator ceases to purchase product from Reeder. Reeder has the option to remove loaned equipment immediately if Operator introduces product into said equipment that is not purchased from Reeder.

ARTICLE III

- A) This agreement shall continue and be in full force and effect for so long as Operator purchases from Reeder the entire quantities of oil and/or fuel which are required for Operator's business.

- B) If the Operator fails to purchase the products required in section A, or fails to maintain the equipment in good condition, or uses the equipment in an improper or unlawful manner, Reeder may repossess the loaned equipment without court order. Reeder may charge a monthly rental fee if agreed on volume of product is not purchased from Reeder.
- C) In the event Reeder attempts to pick up equipment and the equipment is not at that location the Operator will be responsible for paying Reeder the market value of the equipment but only if the Operator cannot produce a signed receipt for pick up of the equipment from Reeder.

ARTICLE IV

- A) The Operator shall use the equipment in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment.
- B) The Operator shall be responsible for the cost of removing any residual liquid or solid that collects in the containment pit holding the equipment

ARTICLE V

Reeder, at its own cost and expense, shall keep the equipment in good repair, condition, and working order and shall furnish any and all parts, mechanisms, and devices required to keep the equipment in good mechanical and operating condition

ARTICLE VI

- A) If at any time the equipment is damaged by the Operator, all repairs made to the equipment will be the responsibility of the Operator.
- B) If any of the loaned equipment is lost or stolen, the Operator is to inform Reeder immediately. The Operator will be charged for the cost of the replacement equipment.
- C) The Operator will be responsible to obtain from Reeder a signed release form stating that Reeder has picked up their equipment. The Operator agrees that if they do not have a signed release form from Reeder that they are responsible for payment of equipment listed on this equipment agreement to Reeder whether it was stolen or lost.

ARTICLE VII

The equipment is and shall at all times be and remain the sole and exclusive property of Reeder. The Operator shall have no right, title, or interest therein, except as expressly set forth in this agreement.

ARTICLE VIII

- A) Operator agrees to request written permission from Reeder before moving or removing Reeder's equipment from Operators' property or work site.
- B) Operator further agrees to immediately inform Reeder of new location where Reeder's equipment was moved to.
- C) Reeder may charge Operator for moving equipment to any new locations.

ARTICLE IX

The Operator shall indemnify Reeder, its Directors, officers, employees, and agents against, and shall hold them harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, any pollution or damage caused by the leakage or spillage from the products contained within Operators' equipment, and liabilities, including attorney fees, resulting from Operator's negligence concerning said equipment.

Reeder shall indemnify Operator, its Directors, officers, employees, and agents against, and shall hold them harmless from any and all claims, actions, suits, proceedings, cost, expenses, damages, any pollution or damage caused by the leakage or spillage from the products contained within Operators' equipment and liabilities, including attorney fees, resulting from Reeder's negligence concerning said equipment.

City of Celina
142 N. Ohio Street
Celina, TX 75009

Reeder Distributors, Inc.
P.O. Box 8237
Fort Worth, TX 76124-0237

Jason Laumer, City Manager

Kathy Johnson
Equipment Dept.

November 12, 2019

Date: November 12, 2019

Received by _____

Date installed _____

Reeder installer _____

Tank number _____

Attachment: Agreement Public Works (Fuel Tanks & Fuel)



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: November 12, 2019
 Re: Frontier Parkway Reconstruction

Action Requested:

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)

Background Information:

Staff requests authorization to contract with Pavecon Public Works, LP for the reconstruction of Frontier Parkway between County Road 50 and County Road 51.

The service is available through a cooperative contract (Contract # 170201) with The Interlocal Purchasing System (TIPS) administered by the Region VIII Education Service Center. The City maintains an executed Interlocal agreement with TIPS. Purchases made through Interlocal agreements are authorized under Texas Government Code 791.

All products and services available through TIPS meet Texas bidding requirements.

Alternatives:

Council may reject proposal and direct staff.

Financial Considerations:

Funding is available in the current budget.

Base Bid	\$ 105,650.00
Contingency	\$ <u>10,565.00</u>
Total	\$ 116,215.00

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

Legal Review:

Standard contract documents are being utilized which the City Attorney has previously reviewed and approved.

Supporting Documents:

Proposal
Agreement

Staff Recommendation:

Staff recommends authorizing the contract with Pavecon Public Works, LP in an amount not to exceed \$105,650.00 plus contingency of \$10,565.00 and to authorize the City Manager to execute the agreement.



PUBLIC WORKS DIVISION

3022 Roy Orr Blvd., Grand Prairie, Texas 75050

972-263-3223 Phone

972-263-6551 Fax

PROPOSAL

DATE: 10/17/2019

TO: City of Celina
 ATTN: Alan Fourmentin

PROPOSAL FOR: Frontier Parkway Repairs to West Bound Lane
 TIPS/TAPS Contract Number: 170201

Reconstruct west bound lane of W. Frontier Parkway as follows:

±2,375 SY

Traffic Control - Close Frontier Pkwy between N. Dallas Parkway and CR-51 - DETOUR

Pulverize existing Asphalt and Base to a Depth of 11" (north side only)

Remove 3" surplus material; haul to CR-50, dump, spread and shape.

Mix Portland Cement into remaining material at a rate of 40 lbs per square yard.

Reshape and recompact cement stabilized material. Apply prime coat.

Install 3" Type D HMAC Surface Course.

Reinstall striping.

Bonds, Insurance & Permits

Remove Traffic Control Devices and reopen to traffic.

TOTAL FOR WESTBOUND LANE RECONSTRUCTION:

\$ 105,650.00

Construction Contingency (10%)

\$ 10,565.00

GRAND TOTAL:**\$ 116,215.00**

Respectfully submitted,

Russell A. Harris

Public Works Estimator / Project Manager

russellh@pavecon.com

972-415-6586 Mobile

Accepted

Date: _____

Attachment: Final Proposal (Frontier Parkway Reconstruction)

The Interlocal Purchasing System

Purshasing Made Personal



Printed 17 October 2019

www.pavecon.com



Pavecon Ltd

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	3022 Roy Orr Blvd	NAME David Mabe
CITY	Grand Prairie	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	75050	EMAIL david.mabe@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS No

HUB No

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WI | WY

Overview

Pavecon offers a wide variety of services including demolition, asphalt patching, concrete patching, seal-coating, striping, signage, ADA compliance construction, excavation, gravel base installation, asphalt paving & overlays, concrete paving, curb & gutter, cement stabilization, crack-fill, and storm drainage improvements. We also offer a state-of-the-art pavement recycling system that allows us to reuse even the most severely damaged pavements, to reconstruct the subgrade, which results in a more stable pavement surface than original construction.

Attachment: Final Proposal (Frontier Parkway Reconstruction)

AWARDED CONTRACTS CFV (Call For Verification)

Contract	Comodity	Exp Date	EDGAR
170201	Trades, Labor and Materials (JOC)	04/26/2020	CFV

CONTACTS BY CONTRACTS**170201**

Ben Shankle	Division Pres.	(479) 203-7550	bens@pavecon.com
Modest Elms	Executive Assistant	(479) 203-7550	modeste@pavecon.com
Teny Varghese	Estimator Contact	(210) 790-3293	tvarghese@pavecon.com

CITY OF CELINA, TEXAS

Construction Agreement

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality ("Owner") and **Pavecon Public Works, LP** ("Contractor") for **Frontier Parkway Reconstruction between North Dallas Parkway and County Road 51**, ("Project"). In consideration of the premises, covenants and mutual promise contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged. The Owner and the Contractor hereby agree as follows:

Article 1: The Work

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the contract documents (Exhibit A) for the **Frontier Parkway Reconstruction** as defined and attached as Exhibit A which are incorporated herein by reference.

Article 2: Contract Documents

The Contract Documents shall consist of the following documents: (1) this Construction Agreement, Exhibit A and any properly authorized change orders. These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

Article 3: Total of Payments Due Contractor

For performance of the work in accordance with the Contract Documents, the City shall pay Contractor in current funds an amount not to exceed one hundred five thousand six hundred fifty **(\$105,650.00)**. This amount is subject to adjustment by written change order acceptable to Contractor and the City.

Article 4: Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving written notice to proceed from the City. All work required under the Contract Documents shall be completed within 30 calendar days after the date construction activity begins.

Article 5: Proof of Insurance Coverage

Contractor shall provide proof of insurance as listed in the insurance requirement document for itself and ensure that it and its subcontractors are maintaining the required limits.

Article 6: Compliance with Laws

Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Article 7: INDEMNITY

THE CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF THE CONTRACTOR, AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE CONTRACTOR, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE CONTRACTOR IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, AND THE CONTRACTOR WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE CONTRACTOR'S OBLIGATIONS TO THE CITY UNDER THIS PROVISION SHALL BE LIMITED TO THE APPLICABLE INSURANCE COVERAGE(S) THE CONTRACTOR IS REQUIRED TO PROVIDE IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT PLUS ANY DEDUCTIBLE AMOUNT(S) TO BE PAID BY THE CONTRACTOR IN CONJUNCTION WITH SAID COVERAGE(S) FOR EACH OCCURRENCE GIVING RISE TO ANY SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION. IF, HOWEVER, THE CONTRACTOR FAILS TO PURCHASE AND/OR MAINTAIN ONE OR MORE TYPES OF INSURANCE COVERAGE IN THE AMOUNT(S) REQUIRED BY THIS AGREEMENT, THE CONTRACTOR'S OBLIGATIONS TO THE CITY UNDER THIS PROVISION SHALL IN NO WAY BE LIMITED.

Article 8: Progress Payments

As it completes portions of the work, Contractor may request progress payments from the City. Progress payments shall be made by the City based on the City's estimate of the value of the work properly completed by Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if Contractor provides to the City satisfactory evidence that material suppliers have been paid for these materials.

The fact that the City makes a progress payment shall not be deemed to be an admission by the City concerning the quantity, quality, or sufficiency of Contractor's work. Progress payments shall not be deemed to be acceptance of the work nor shall a progress payment release Contractor from any of its responsibilities under the Contract Documents.

Five percent retainage will be withheld from progress payments.

Invoices for progress payments should be for the monthly period of the 1st – 30th/31st.

Article 9: Withholding Payments to Contractor

The City may withhold payment of some or all of any progress or final payment that would otherwise be due if the City determines, in its discretion, that the work has not been performed in accordance with the Contract Documents. The City may use these funds to pay replacement or substitute contractors to complete unfinished or defective work.

The City may withhold payment of some or all of any progress or final payment that would otherwise be due if the City determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the City is entitled to indemnification from Contractor under the Contract Documents.

Article 10: Acceptance of the Work

When the work is completed, Contractor shall request that the City perform a final inspection. The City shall inspect the work. If the City determines that the work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the work. If the City determines that the work has not been completed in accordance with the Contract Documents, then it shall provide Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

The work shall not be deemed to be accepted based on “substantial completion” of the work, use or occupancy of the work, or for any reason other than the City's written notice of acceptance.

In its discretion, the City may issue a notice of acceptance covering only a portion of the work. In this event, the notice shall state specifically what portion of the work is accepted.

Article 11: Final Payment

After all work required under the Contract Documents has been completed, inspected, and accepted, the City shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to include the estimate of the value of work properly completed since the date of the most recent previous progress payment; correct prior progress payments; and include other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to Contractor shall not be due until Contractor provides full or partial releases of liens, or other evidence satisfactory to the City to show that all sums due for labor, services, and materials furnished for or used in connection with the work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The City may, but is not obligated, to issue final payment using joint checks.

Final payment to Contractor shall not be due until Contractor has supplied to the City copies of all documents that the City determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the City has satisfied its obligation to administer the Construction Agreement in accordance with applicable law.

Article 12: Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of work, Contractor shall provide and pay for all labor and materials that the City determines are necessary to correct all defects in the work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor.

At least forty-five (45) days before the end of the one-year warranty period, the City may make a warranty inspection of the work. The City shall notify Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the City shall mail to Contractor a written notice that specifies the defects in the work that are to be corrected, if any.

Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the City. If Contractor does not begin the remedial work timely or prosecute it diligently, then the City may pay for necessary labor and materials to effect repairs and these expenses shall be paid by Contractor.

If the City determines that a hazard exists because of defective materials and workmanship, then the City may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to Contractor. Expenses incurred by The City to alleviate the hazard shall be paid by Contractor.

Any work performed by or for Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this article.

The City may make as many warranty inspections as it deems appropriate.

ARTICLE 13: NOTICES

All notices required by this Agreement shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

City of Celina	Pavecon Public Works, LP
142 N. Ohio	_____
Celina, TX 75009	_____
469-813-4194	_____
contracts@celina-tx.gov	_____

ARTICLE 14: SUPERVISION

The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept all communications from the Owner.

Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____

Article 15: Other Provisions

The Contract Documents shall be construed and interpreted by applying Texas law. Venue for any litigation concerning the Contract Documents shall be proper in Denton County, Texas.

The Contract Documents are binding upon the City and Contractor and shall inure to their benefit and as well as that of their respective successors and assigns.

In the event of any controversy or claim arising out of or relating to this Construction Agreement, or the breach of this Construction Agreement, the parties hereto agree to first submit such controversy or claim to nonbinding mediation.

Article 16: Israel

By signing below, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract.

Article 17: Terrorism

By signing below, you, the authorized representative for the submitting firm, certify that you have not and will provide supplies or services to a foreign terrorist organization.

Article 17: Felony Conviction

By signing below, you, the authorized representative for the submitting firm, certify the following:

(√ one)

_____ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

_____ My firm is not owned nor operated by anyone who has been convicted of a felony.

_____ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

Details of Conviction(s):

EXECUTED in single or multiple originals, this 14th day of May 2019.

CITY OF CELINA, TEXAS

PAVECON PUBLIC WORKS, LP.

Jason Laumer, City Manager

Printed Name & Title



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: November 12, 2019
Re: Light Farms Way Extension Escrow Agreement

Action Requested:

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)

Background Information:

This item sets aside an escrow account to secure the installation, construction and completion of the improvements to Light Farms Way.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Director of Engineering
 CC: Cody Webb, Director of Parks and Recreation
 Date: November 12, 2019
 Re: 2019-2020 Texas Parks & Wildlife Grant Application

Action Requested:

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)

Background Information:

The City of Celina is submitting a grant application to the Texas Parks and Wildlife department. The proposed project will construct an additional playground at Old Celina Park that will be designed for children from 8-13 years of age. The proposed playground equipment will challenge that age bracket to achieve a higher level of fitness, to improve coordination skills, and to redirect that age bracket from the existing playground to allow the current equipment to serve children from 4-8. The new playground will also incorporate elements that will allow for all physical abilities to utilize the equipment.

The proposed project will cost approximately \$500,000. The proposed grant is for \$150,000 and will require a 50/50 match from the City of Celina.

Board Review/Citizen Input:

The Parks Board has not approved the final design for this park because staff is still developing the specific park elements. Final elements will be contingent upon the grant award and total project costs. The project will be brought to the Parks Board for final approval before the project is started.

Alternatives:

Council could chose to direct staff to not proceed.

Financial Considerations:

The city will apply for approximately \$150,000 in grant funds. The remainder of the construction cost is expected to come from a combination of park fees and bond funds.

Legal Review:

Standard Resolution language utilized.

Supporting Documents:

Resolution

Staff Recommendation:

Staff recommends approval of Resolution.

CITY OF CELINA, TEXAS

RESOLUTION NO. XXXXX

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.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program;
and

WHEREAS, the Applicant is desirous of authorizing the City Manager to represent and act for the Applicant in dealing with the Department concerning the Program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

1. The Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements; and
2. The Applicant hereby certifies that the matching share for this application is readily available at this time; and
3. The Applicant hereby authorizes and directs the City Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that the City Manager is hereby officially designated as the representative in this regard.
4. The Applicant hereby specifically authorizes the City Manager to make application to concerning the site to be known as Old Celina Park in the City of Celina or use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of November, 2019.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney



Fire Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mark Metdker, Public Safety Director
CC: Jason Laumer, City Manager
Date: November 12, 2019
Re: Annual Interlocal Cooperation Agreement for Fire and EMS with Denton County

Action Requested:

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

Background Information:

Annual renewal of services.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Legal Review:

N/A

Supporting Documents:

Exhibits

Staff Recommendation:

approval

THE COUNTY OF DENTON

§

CITY OF CELINA

§

FIRE DEPARTMENT

§

STATE OF TEXAS

§

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2019, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City Celina Fire Department, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

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

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

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

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

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

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2019, and ending September 30, 2020.

II.
SERVICES

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

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

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as “**Celina**” as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

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

III. PERFORMANCE OF SERVICE

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

IV. COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$600.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2019, to September 30, 2020. The **COUNTY** anticipates the **AGENCY** to run approximately **1** fire call for a total funding of **\$600.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$10,600.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V. FINANCIAL RECORDS

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

VI.
RESPONSIBILITY OF THE COUNTY

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

VII.
RESPONSIBILITY OF THE AGENCY

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

VIII.
APPLICABLE LAW

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

IX.
DEFAULT

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

X.
TERMINATION

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

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

XI.
GOVERNMENTAL IMMUNITY

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

XII.
ENTIRE AGREEMENT

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

XIII.
LAW OF CONTRACT

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

XIV.
SEVERABILITY

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

XV.
AUTHORITY

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

XVI.
SERVICE AREA

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

EXECUTED in triplicate originals on the dates set forth below.

COUNTY

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

AGENCY

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

By _____
Andy Eads
Denton County Judge

By _____
Name _____
Celina Fire Chief

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

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

DATED: _____

DATED: _____

ATTEST:

BY: _____
Denton County Clerk

APPROVED AS TO CONSENT:

BY: _____
Denton County Fire Marshall

APPROVED AS TO FORM:

BY: _____
Assistant District Attorney

AUDITOR'S CERTIFICATE

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

Jeff May, Denton County Auditor

Attachment: 2019-2020 Celina Fire (Fire/EMS ICA with Denton County)

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

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2019, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City of Celina, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

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

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

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

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

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

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

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

Attachment: 2019-2020 Celina Ambulance (Fire/EMS ICA with Denton County)

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

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2019, and ending on September 30, 2020.

II.
DEFINITIONS

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

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
 - 1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
 - 2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY**.
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III.
SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of City of Celina in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in

the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

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

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

IV. **PERFORMANCE OF SERVICES**

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

V. **COMPENSATION**

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$2,658.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4702 per capita; said sum computes to \$653.54.
2. A fixed sum of \$246.4959 per ambulance transport for an estimated maximum amount of \$0.00. There was 0 transports made by **AGENCY** in fiscal year 2019.
2. A fixed sum based on 2.89 rural miles in the agreed operating territory; said sum computes to \$2,004.60.

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

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

VI. **FINANCIAL RECORDS**

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

VII. **RESPONSIBILITY OF THE COUNTY**

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

VIII. **RESPONSIBILITY OF THE AGENCY**

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

IX. **APPLICABLE LAW**

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to

the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

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

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

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

XIII.
ENTIRE AGREEMENT

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

XIV.
LAW OF CONTRACT

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

XV.
SEVERABILITY

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

XVI.
AUTHORITY

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

XVII.
SERVICE AREA

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

EXECUTED in triplicate originals on the dates set forth below.

COUNTY:

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

BY: _____
Andy Eads
Denton County Judge

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

AGENCY:

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

BY: _____
Name _____
Title _____

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

Attachment: 2019-2020 Celina Ambulance (Fire/EMS ICA with Denton County)

DATED: _____

DATED: _____

ATTEST:

APPROVED AS TO CONTENT:

BY: _____
Denton County ClerkBY: _____
Denton County Fire Marshal

APPROVED AS TO FORM:

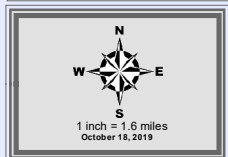
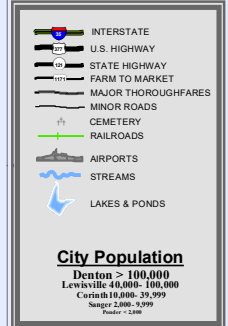
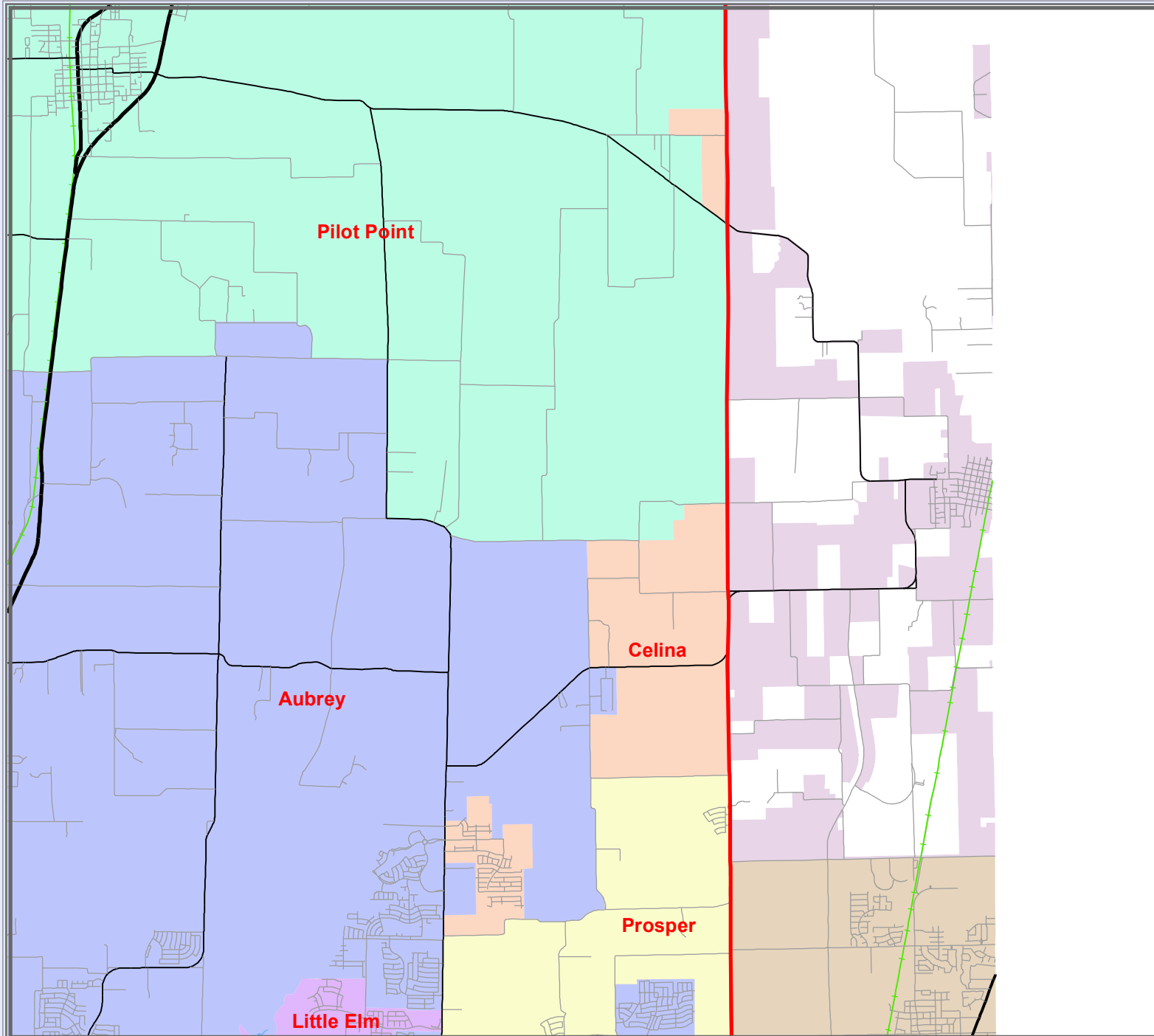
BY: _____
Assistant District Attorney**AUDITOR'S CERTIFICATE**

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

Jeff May, Denton County Auditor

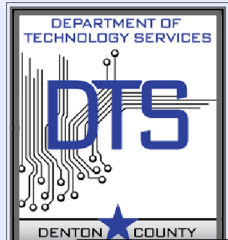
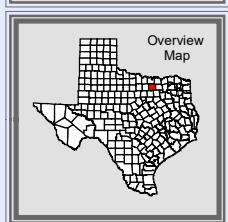
DENTON COUNTY

Celina Fire District Exhibit A



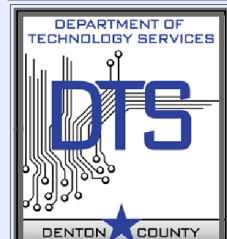
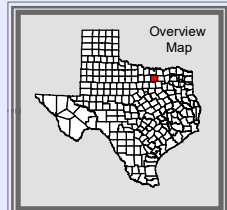
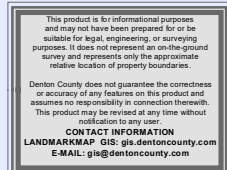
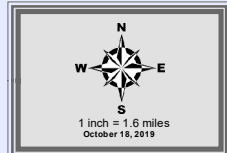
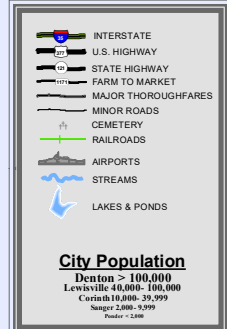
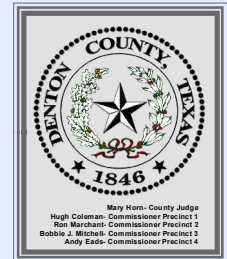
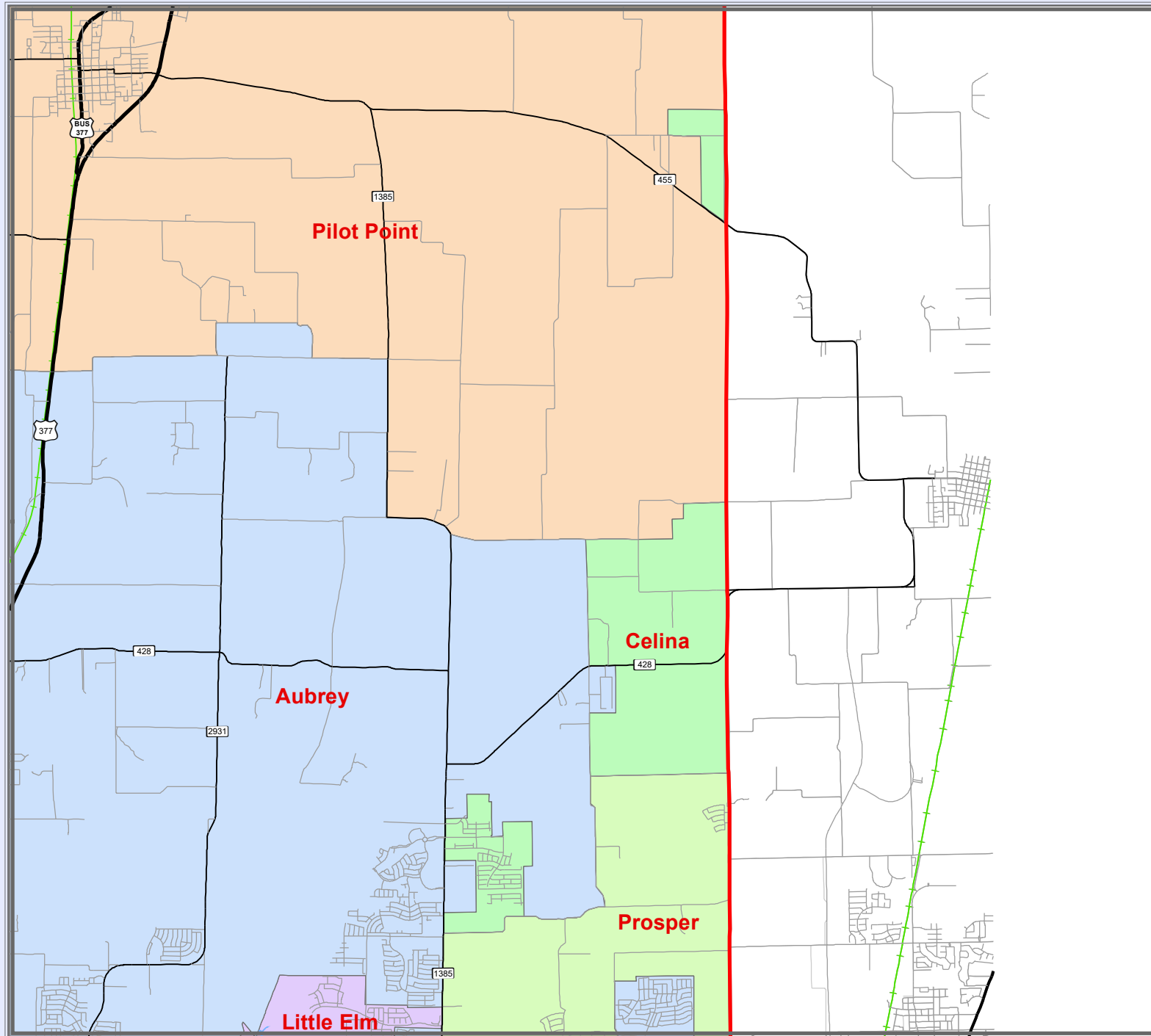
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

CONTACT INFORMATION
 LANDMARKMAP GIS: gis.dentoncounty.com
 E-MAIL: gis@dentoncounty.com



DENTON COUNTY

Celina EMS District Exhibit A





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: November 12, 2019
 Re: La Terra Development Agreement

Action Requested:

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)

Owner:

Ngan Mai
 JASC Investment Inc
 2179 Mustang Trail
 Frisco, TX 75033

Applicant:

Pointe Land & Development
 6860 Dallas Parkway, Suite 200
 Plano, TX 75024

Background Information:

The proposed Development Agreement is for approximately 109 acres on the northwest corner of CR 9 and FM 455. The proposed development agreement defines certain obligations (specifically related to roadway improvements, utilities, and fees). Essentially, the applicant desires to develop a single-family subdivision, with a mixture of lot types, and reserve areas adjacent to future Legacy Drive as commercial uses.

Board Review/Citizen Input:

At the October 15, 2019 Planning & Zoning Commission regular meeting, the Commission unanimously voted to recommend approval of the revisions to the Development Agreement.

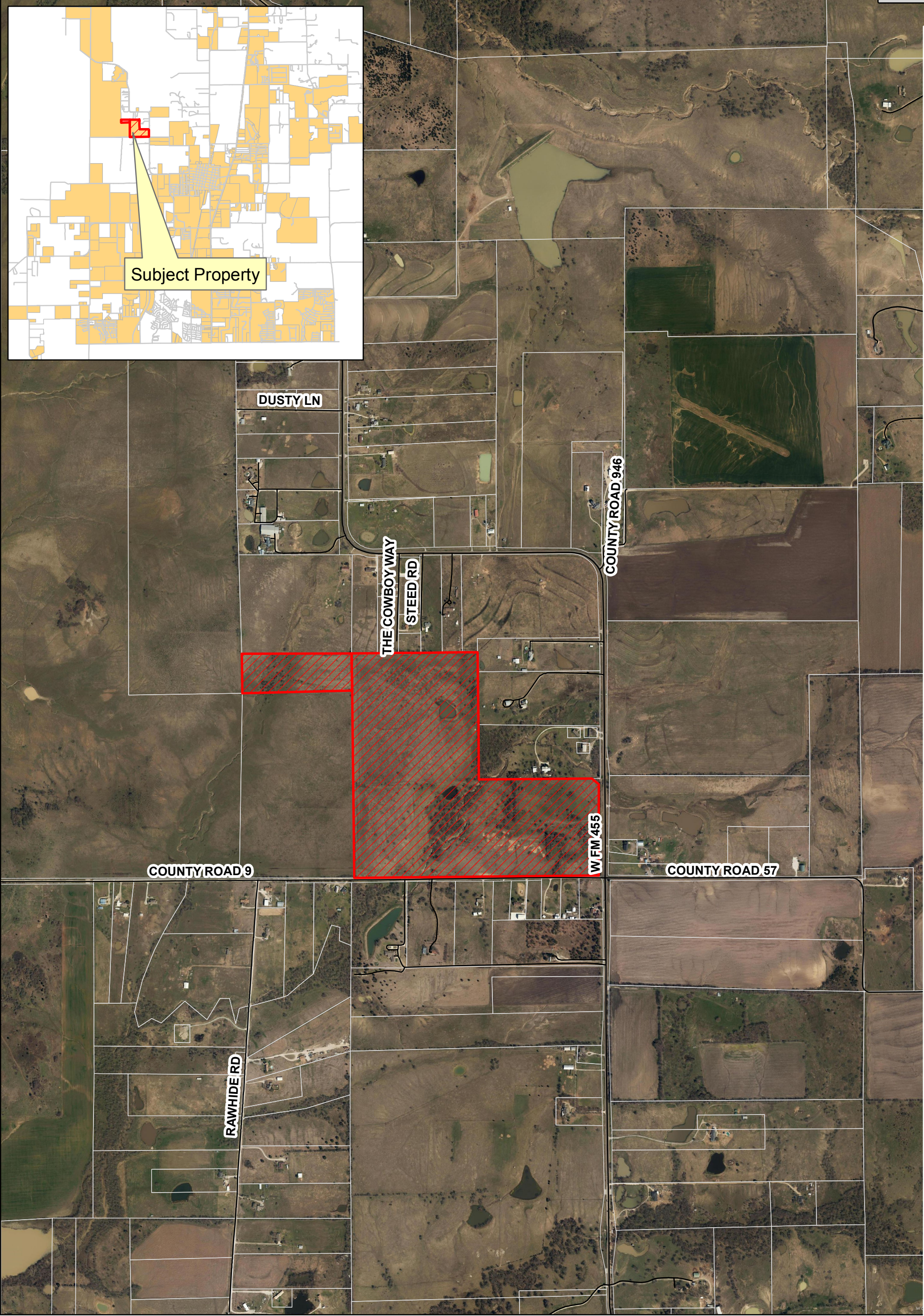
A notice of the public hearing was published in *The Celina Record* on October 25, 2019. Notices of the public hearing have been sent to all owners of property residing within the City limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Location Map
- Staff Presentation
- Development Agreement

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (La Terra Development Agreement)

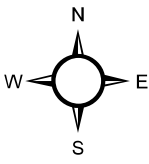


Villages of Lakewood Location Map

Date: 9/30/2019

Legend

- Roads
- Villages of Lakewood
- Parcels



0 900 1,800 Feet

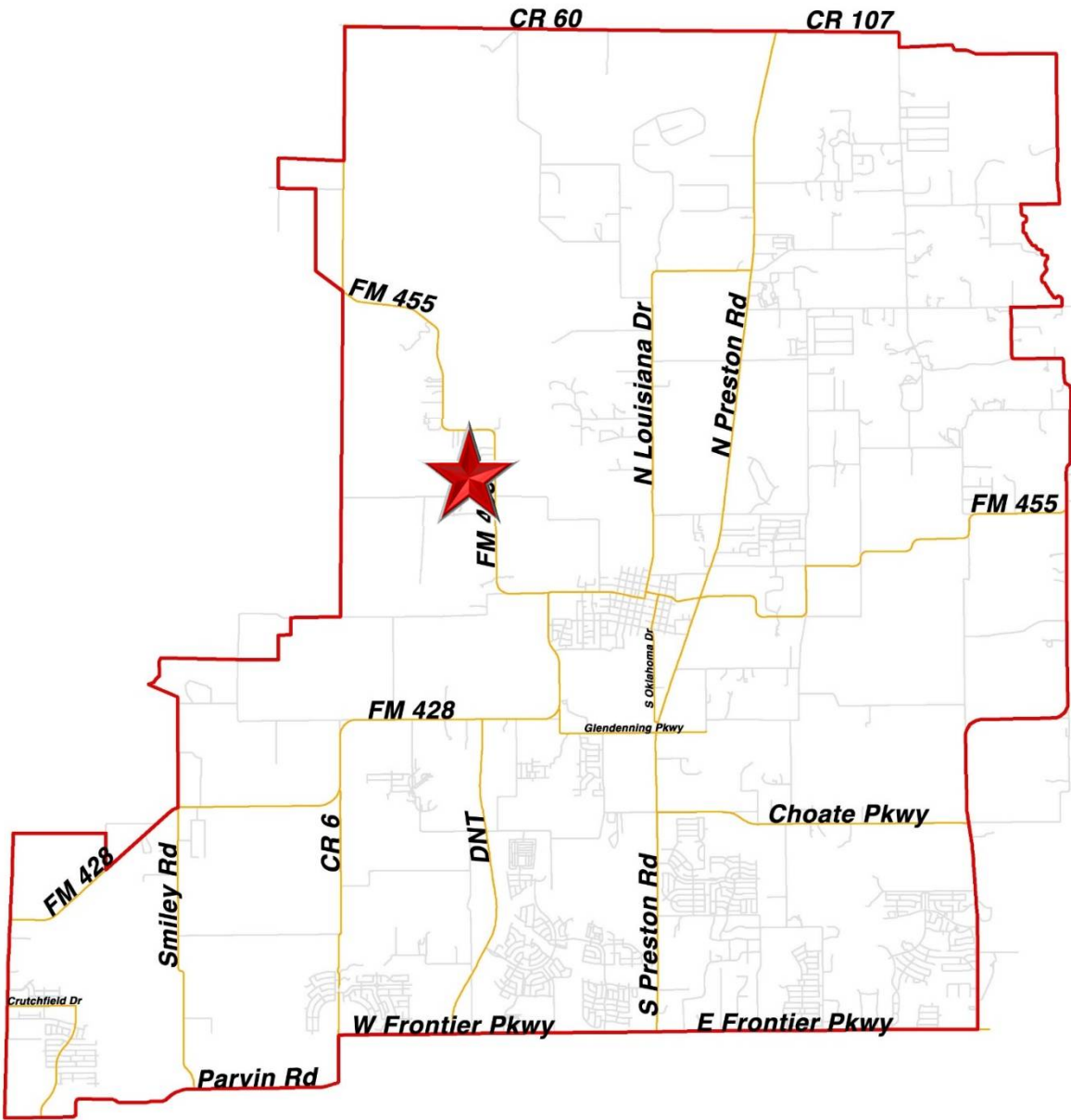
La Terra

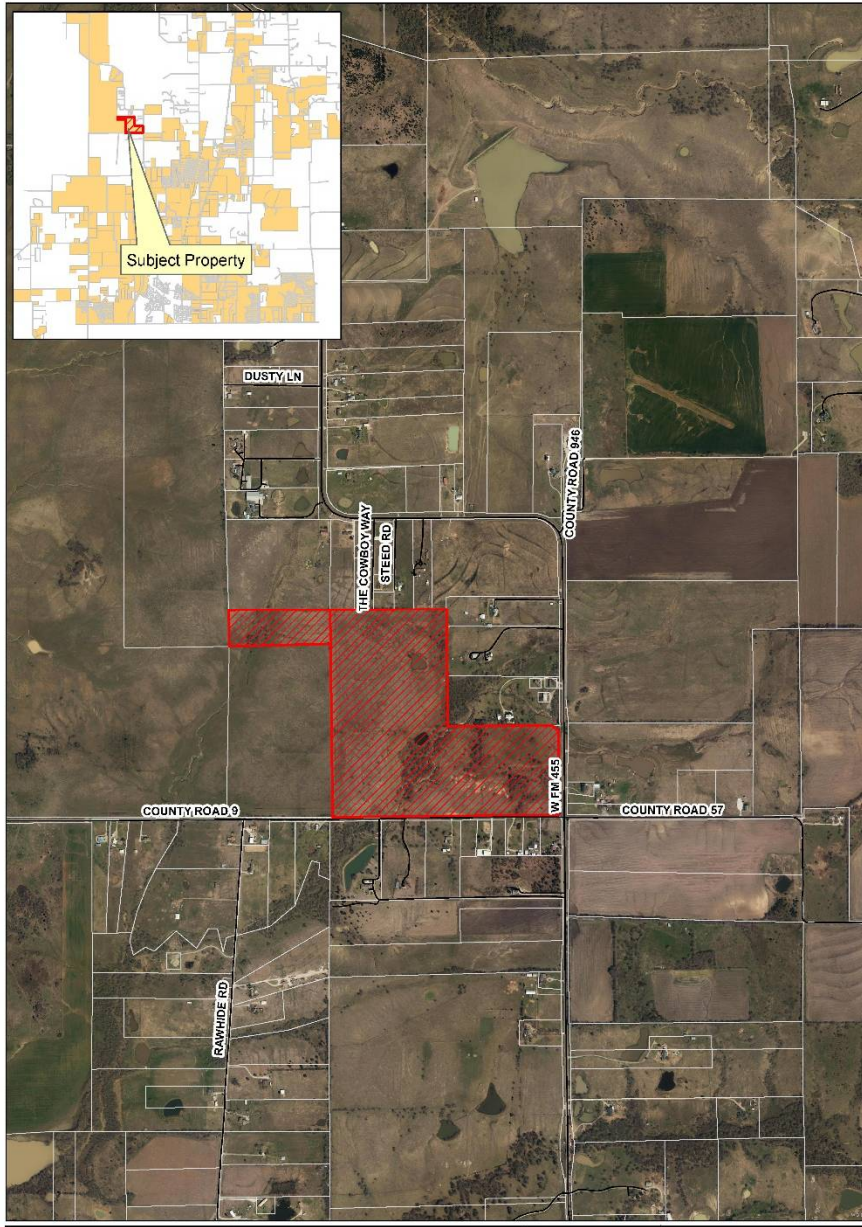
Development Agreement

City Council

November 12, 2019







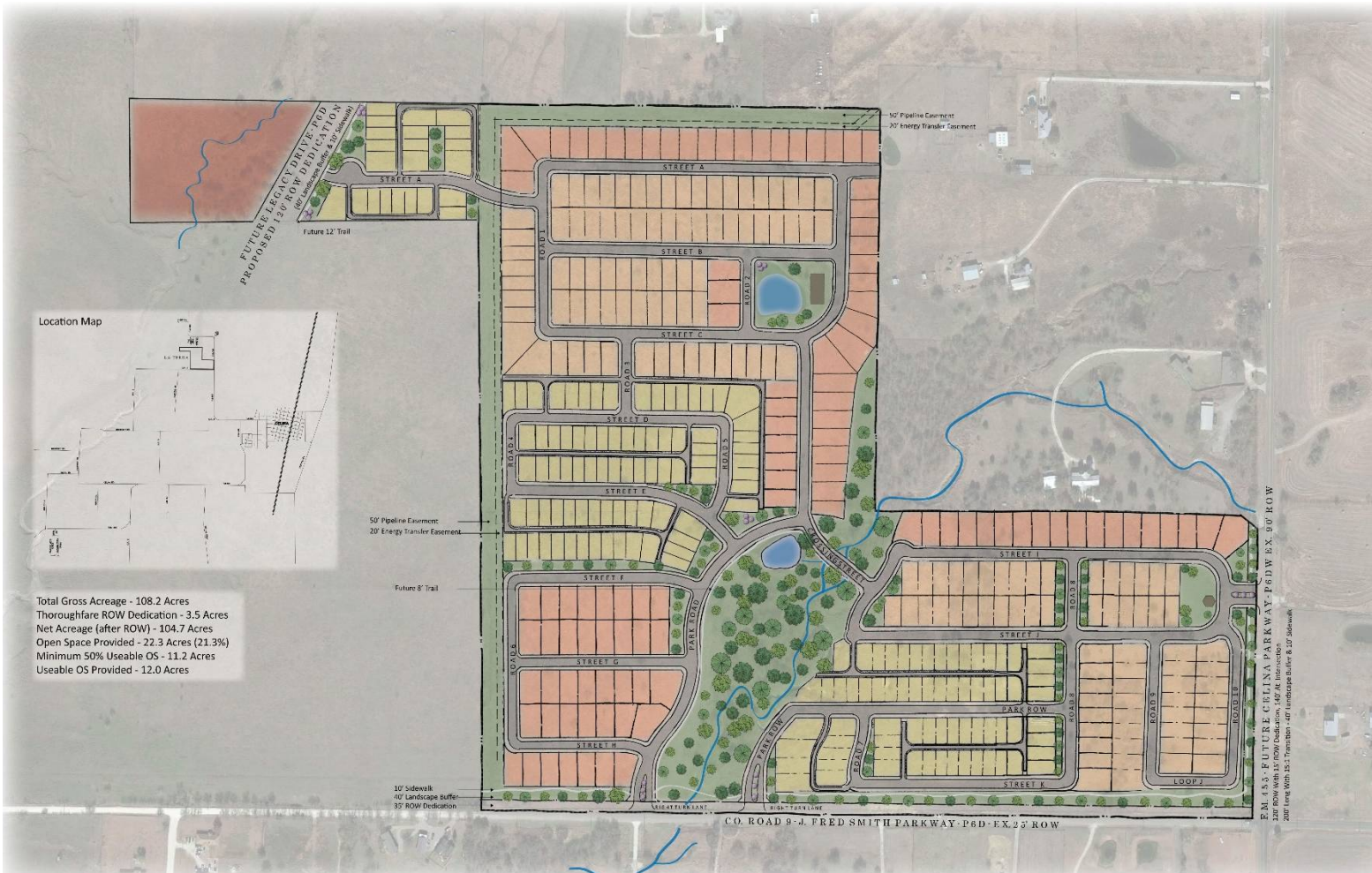
Location Map

The subject property is located on the northwest corner of CR 9 and west of FM 455

Background

- The property is approximately 109 acres and is primarily in the City Limits, with a small portion in the Extraterritorial Jurisdiction (ETJ)
- The applicant desires to develop a single-family subdivision and reserve areas adjacent to future Legacy Drive as commercial uses
- The development agreement outlines the future annexation and development standards that apply to the property

Concept Plan



Project Overview

- The tract has a 2008-era PD that allows for a neighborhood with higher densities
- The applicant is proposing approximately 396 lots which are a mix of 40', 50', and 60' wide
- Commercial tract(s) proposed adjacent to Legacy Drive, which is appropriate
- The proposed Development Agreement requires modern standards and other enhancements



Design Standards

The applicant agreed to the following:

- Multiple off-site infrastructure improvements
- ROW dedication and landscape buffers
- Trails (12' along Legacy and internal, open space trails)
- Amenity Center (with timing triggers)
- Future annexation of the ETJ tract



Infrastructure Summary

Applicant's Obligations:

- Off-site Water (11,890') + CCN acquisition costs
- Off-site Sewer (9,120') + lift station & wet well
- County Road 9 (2 lanes) – future phases

City's Obligations:

- PID (to assist with “pioneering” costs)
- Capital Recovery Fees reimbursed (396 lots)
- Park fees (and other fees) remain applicable

Policy Considerations

- This project extends the City's utility system deep into the northwest quadrant of the city
- The proposed DA is an improvement upon the existing PD from 2008
- No multi-family is proposed; ETJ tract annexed
- The future neighborhood has trails, open space, a healthy lot mix, and will abide by modern standards
- No up-front costs nor unfunded obligations



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 October 15th regular meeting
- Staff recommends approval as presented



DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Pointe Land & Development, LLC, a Texas limited liability company (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 108.2 acre tract of land described by metes and bounds on Exhibit A and depicted on Exhibit B (the "Property"); and

WHEREAS, approximately 10.40 acres of the Property is located in the City's extraterritorial jurisdiction ("ETJ") (the "ETJ Property") and approximately 97.80 acres 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 approximately 396 single-family homes, and including some commercial uses (the "Development"); 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 and phasing 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

Attachment: Draft DA (La Terra Development Agreement)

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 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, in exchange for being exempt from the City's outdoor warning device fee required by City ordinance, the Parties have agreed upon a fixed payment for Outdoor Warning Device Fees to be collected contemporaneously with the funding of the Initial Issuance, not to exceed \$40,000.00 in total; 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 certain perimeter, offsite and thoroughfare road improvements including (a) seventy-foot (70') right-of-way dedication and construction of two lanes being 2,450± linear feet, twenty-eight (28) feet back to back, curb and gutter concrete adjacent to the Property on County Road 9 (future J. Fred Smith Parkway) including right turn lanes at each entrance point ("CR 9 Improvements") and (b) left and right asphalt turn lanes into the Property from County Road/FM 455 (future Celina Parkway) with escrow provided for future concrete turns lanes, plus 140 foot right-of-way for 200 feet with a 15:1 transition ("FM 455 Improvements") (the CR 9 Improvements and the FM 455 Improvements collectively, the "Roadway Improvements") as illustrated in **Exhibit E**; and

WHEREAS, the Development requires certain offsite water improvements, including an approximate 8,320± linear foot eighteen (18) inch water line to extend service to the Property, an approximate 990± linear foot eighteen (18") water line on the eastern perimeter of the Property, and an approximate 2,580± linear foot eighteen (18) inch water line on the southern perimeter as illustrated in **Exhibit F** (collectively the "Offsite Water Line"); and

WHEREAS, the Development requires certain offsite wastewater improvements, including (a) one lift station and one wet well on the Property near the southern boundary, (b) an approximate 4,570± linear foot twelve (12") force main line, and (c) an approximate 4,550± linear foot fifteen (15") gravity line to extend service to the Property as reflected in **Exhibit G** (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 "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 and phasing plan as shown in **Exhibit C**.

CR 9 Improvements is defined in the Recitals.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

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.

FM 455 Improvements 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.

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**.

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, located outside of the right-of-way, granted to the City. The size of the Public Infrastructure shall be as finally determined by the City's engineer and could vary from the estimated sizes reflected in **Exhibits E, F, and G.**

(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 shown on **Exhibit E**. Owner shall design and construct that part of the FM 455 Improvements which includes the right and left asphalt turn lanes upon approval of the first final plat for the first phase of the Property and such construction shall be completed within twelve (12) months thereafter. Owner will escrow the cost of the future turn lanes that are part of the FM 455 Improvements with the City immediately upon approval of the first final plat for the second phase. Owner shall construct two (2) concrete road lanes and one (1) concrete right turn lane as part of the CR 9 Improvements upon approval of the first final plat for the second phase and such construction shall be completed within twelve (12) months thereafter. Owner will escrow the cost of the future right turn lane and median that are part of the CR 9 Improvements with the City immediately upon approval of the first final plat for the second phase.

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.

(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 Screening. Screening for the Property shall be installed by Owner in compliance with **Exhibit H**, including but not limited to location of and type of screenings.

3.7 Tree Preservation. The Property shall be subject to the City Regulations governing tree preservation, except that the definition of a Protected Tree thereunder shall be any Type 1 or Type 2 tree that is 18" DBH or larger, as such terms are defined in the City Regulations.

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, except for outdoor warning device fees or as altered in a development agreement for other property. 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 developer timely constructs the Public Improvements in accordance with the City Regulations, capital recovery fees (the "Capital Recovery Fees") shall be \$0.00 per lot for each residential lot within the Property 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 ("Owner's Construction Costs") that is not reimbursed from PID Bond Proceeds or PID assessments. After Owner has been reimbursed the Owner's Construction Costs, Owner agrees to pay and City agrees to set (a) roadway capital recovery fees of \$3,000.00 per single-family residential lot, (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. 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 single-family residential lot, which is permitted after the Owner's Construction Costs have been reimbursed to Owner.

(b) Non-residential 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.

(c) As consideration for 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, 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.

4.2 Outdoor Warning Device. In exchange for being exempt from the City's outdoor warning device fee required by City ordinance, the Owner agrees to pay the City,

contemporaneously with the funding of the Initial Issuance, a one-time fee in the amount of \$40,000 to be used by the City solely for the purpose of installing outdoor warning devices. The City agrees that the outdoor warning device will be placed on the Property within an easement in an open space area or near the Property.

4.3 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 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

4.4 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 4.4 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 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 \$0.42 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 \$250,000.

(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: Neal Heckel Pointe Land & Development, LLC 6860 Dallas Parkway, Suite 200 Plano, Texas 75024 TEL: (972) 905-2146
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 with Phasing Plan
Exhibit D	Development Standards
Exhibit E	Roadway Improvements
Exhibit F	Offsite Water Improvements
Exhibit G	Offsite Wastewater Improvements
Exhibit H	Screening Requirements

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]

Attachment: Draft DA (La Terra Development Agreement)

EXECUTED by the City and Owner on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Faulkner, 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 ____ day of February, 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: Draft DA (La Terra Development Agreement)

DEVELOPER:

POINTE LAND & DEVELOPMENT, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

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 _____, _____ of Pointe Land & Development, LLC, a Texas limited liability company, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

Attachment: Draft DA (La Terra Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY
(108.2 Acres)

LEGAL DESCRIPTION
108.175 ACRES

BEING a tract of land in the J. HEATH SURVEY, ABSTRACT NO. 387 and the J. RAGDALE SURVEY, ABSTRACT NO. 735, Collin County, Texas, and being that tract of land conveyed in Deed to JASC Investments Inc., according to the document of record filed in Document Number 20160610000730460, Official Public Records, Collin County, Texas, and being more particularly described as follows;

BEGINNING at a wooden fence post found for the common northwest corner of said JASC Investments Inc. tract and the southwest corner of that tract of land conveyed in Deed to Pair Of Dice Properties, LLC, according to the document of record filed in Document Number 20181102001367960, Official Public Records, Collin County, Texas, and being in the east line of that tract of land conveyed in Deed to Dynavest Joint Venture, according to the document of record filed in Book 2288, Page 114, Deed Records, Collin County, Texas;

THENCE N 89° 42' 34" E, with the common north line of said JASC Investments Inc. tract and the south line of said Pair Of Dice Properties, LLC tract, a distance of 1147.28 feet to a 1/2" iron rod found for the common southeast corner of said Pair Of Dice Properties, LLC tract and the southwest corner of that tract of land conveyed in Deed to Charles Ray Huddleston and Sherry Lynn Huddleston, according to the document filed of record in Volume 1368, Page 368, Deed Records, Collin County, Texas;

THENCE N 89° 56' 49" E, with the common north line said JASC Investments Inc. tract and the south line of said Charles Ray Huddleston and Sherry Lynn Huddleston tract, a distance of 269.47 feet to a 3/8" iron rod found for the common southeast corner of said Charles Ray Huddleston and Sherry Lynn Huddleston tract and the southwest corner of that tract of land described as Tract I as conveyed in Deed to Rodney L. Steed and wife, Tommie S. Steed, according to the document of record filed in Book 4393, Page 0942, Official Public Records, Collin County, Texas, from which a 5/8" iron rod found bears N 05° 19' 33" W, 1.19';

THENCE N 89° 06' 37" E, with the common north line said JASC Investments Inc. tract and the south line of said Rodney L. Steed and wife, Tommie S. Steed tract, a distance of 220.24 feet to a 1/2" iron rod found for the common southeast corner of said Rodney L. Steed and wife, Tommie S. Steed tract and the southwest corner of that tract of land described as Tract I as conveyed in Deed to Tommie S. Steed and Rodney L. Steed, according to the document of record filed in Document Number 20071011001400330, Official Public Records, Collin County, Texas;

THENCE N 89° 35' 00" E, with the common north line said JASC Investments Inc. tract and the south line of said Tommie S. Steed and Rodney L. Steed tract, a distance of 220.01 feet to a 1/2" iron rod found for the common southeast corner of said Tommie S. Steed and Rodney L. Steed tract and the southwest corner of that tract of land described as Steed Tract I as conveyed in Deed to Frances L. Steed, according to the documents of record filed in Document Number

Attachment: Draft DA (La Terra Development Agreement)

20160323000342400, in Document Number 20151124001478820, and in Document Number 20150924001214890, Official Public Records, Collin County, Texas;

THENCE N 89° 29' 11" E, with the common north line said JASC Investments Inc. tract and the south line of said Frances L. Steed tract, a distance of 220.84 feet to a 1/2" iron rod found for the common southeast corner of said Frances L. Steed tract and the southwest corner of that tract of land conveyed in Deed to Jacki Cantrell, Co-Trustee of the Cantrell Family Trust; Kenny Cantrell, Co-Trustee of the Cantrell Family Trust; and Debbie Cantrell, Co-Trustee of the Cantrell Family Trust, according to the document of record filed in Document Number 20071205001624610, Official Public Records, Collin County, Texas;

THENCE N 89° 45' 20" E, with the common north line said JASC Investments Inc. tract and the south line of said Cantrell Family Trust tract, distance of 220.24 feet to a 1/2" iron rod found for the common southeast corner of said Cantrell Family Trust tract and the southwest corner of that tract of land conveyed in Deed to Celina Parkway 28 Partners, LTD, according to the document of record filed in Document Number 20170616000786060, Official Public Records, Collin County, Texas;

THENCE N 89° 28' 39" E, with the common north line said JASC Investments Inc. tract and the south line of said Celina Parkway 28 Partners, LTD, a distance of 161.26 feet to a 4" metal fence post found for the common northeast of said JASC Investments Inc. tract and the most southern southeast corner of said Celina Parkway 28 Partners, LTD and being in the west line of that tract of land conveyed in Deed to Leslie C. Hall and Spouse, Barbara P. Hall, according to the document of record filed in Document Number 19920408000221690, Official Public Records, Collin County, Texas, from which a wooden fence post found for the common northwest corner of said Leslie C. Hall and Spouse, Barbara P. Hall tract and an interior ell corner of said Celina Parkway 28 Partners, LTD tract, bears N 01° 01' 07" W, 145.26';

THENCE S 01° 00' 02" E, with the common east line of said JASC Investments Inc. tract and the west line of said Leslie C. Hall and Spouse, Barbara P. Hall tract, a distance of 199.15 feet to an 8" wooden fence post found for the common southwest corner of said Leslie C. Hall and Spouse, Barbara P. Hall tract and the northwest corner of that tract of land conveyed in Deed to Jerry David Oaks, according to the document of record filed in Document Number 20110217000181560, Official Public Records, Collin County, Texas, from which a 1/2" iron rod found bears S 84° 26' 38" W, 2.58';

THENCE S 00° 23' 10" E, with the common east line of said JASC Investments Inc. tract and the west line of said Jerry David Oaks tract, a distance of 552.10 feet to a 1/2" iron rod found for the common southwest corner of said Jerry David Oaks tract and the northwest corner of that tract of land conveyed in Deed to Laddie Garner and wife, Joan Garner, according to the document of record filed in Book 3969, Page 3021, Official Public Records, Collin County, Texas, from which a metal fence post bears S 89° 54' 43" E, 6.51';

THENCE S 00° 30' 47" E, with the common east line of said JASC Investments Inc. tract and the west line of said to Laddie Garner and wife, Joan Garner tract, a distance of 573.65 feet to a 1/2" iron rod with a yellow plastic cap stamped "DAA" set for the common interior ell corner of said JASC Investments Inc. tract and the southwest corner of said to Laddie Garner and wife, Joan Garner tract, from which a 1/2" iron pipe found bears S 88° 47' 55" W, 2.61';

THENCE N 88° 47' 55" E, with the common north line said JASC Investments Inc. tract and the south line of said Laddie Garner and wife, Joan Garner tract a distance of 756.71 feet to a 1/2" iron rod found;

THENCE S 89° 25' 38" E, continuing with the common line of said JASC Investments Inc. tract and said Laddie Garner and wife, Joan Garner tract, a distance of 447.04 feet to a 6" wooden fence post found;

THENCE S 51° 55' 44" E, a distance of 65.81 feet to a wooden fence post found for the most easterly northeast corner of said JASC Investments Inc. tract and being in the west line of Farm-to-Market Road (FM) 455, a 90' right-of-way;

THENCE S 00° 17' 07" E, with the common east line of said JASC Investments Inc. tract and west line of said Farm-to-Market Road (FM) 455, a distance of 945.84 feet to a 1/2" iron rod with a yellow plastic cap stamped "DAA" set for the southeast corner of said JASC Investments Inc. tract, said being the intersection of the west line of said FM 455 and the north line of County Road (CR) 9, from which a 6" wooden fence post bears S 89° 16' 10" W, 2.65';

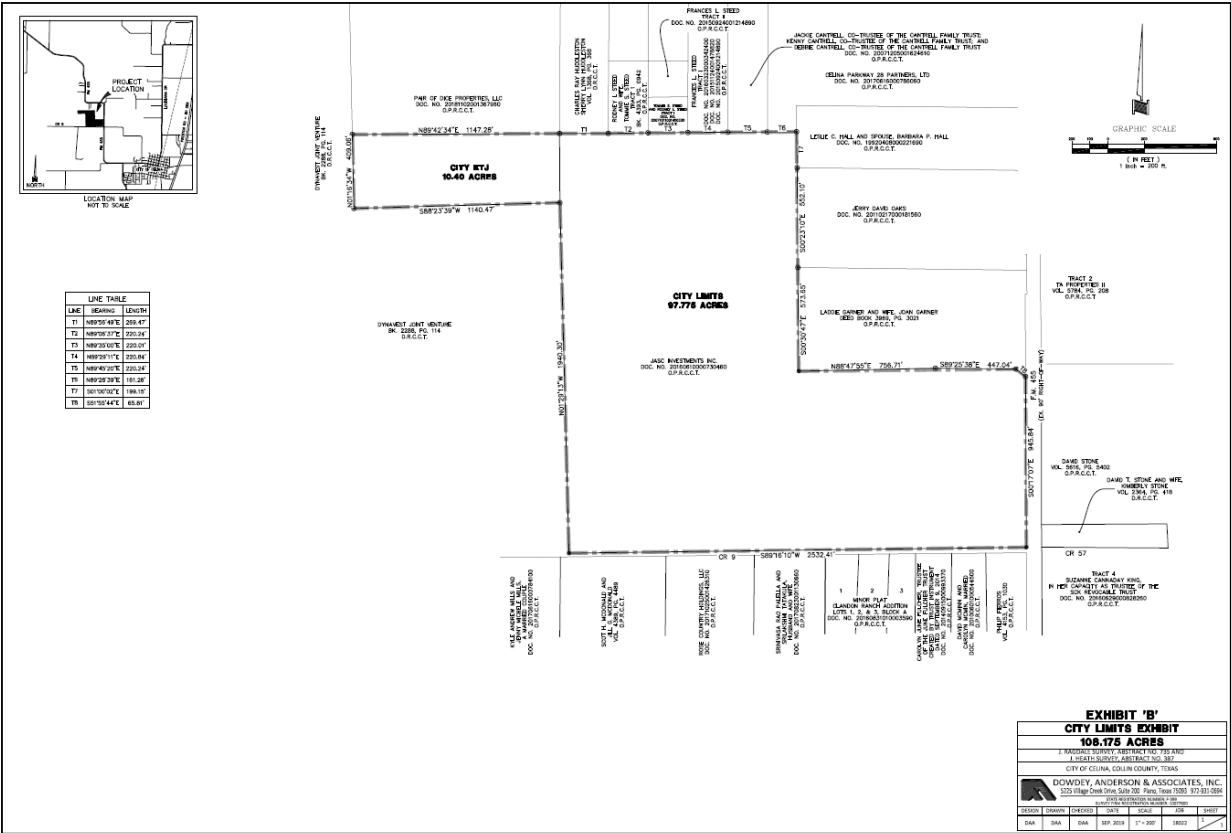
THENCE S 89° 16' 10" W, with the common south line of said JASC Investments Inc. tract and the north line of said County Road (CR) 9, a distance of 2,532.41 feet to a wooden fence post found for the southwest corner of said JASC Investments Inc. tract, said being in the east line of the above mentioned Dynavest Joint Venture tract;

THENCE N 01° 29' 13" W, with the common west line of said JASC Investments Inc. tract and the east line of said Dynavest Joint Venture tract, a distance of 1,940.30 feet to a 1/2" iron rod with a red plastic cap stamped "PEISER-MANKIN" found for the common interior ell corner of said JASC Investments Inc. tract and the most easterly northeast corner of said Dynavest Joint Venture tract;

THENCE S 88° 23' 39" W, with the common south line of said JASC Investments Inc. tract and the north line of said Dynavest Joint Venture tract, a distance of 1,140.47 feet to a 5/8" iron rod found the common most westerly southwest corner of said JASC Investments Inc. tract and an interior ell corner of said Dynavest Joint Venture tract;

THENCE N 01° 16' 34" W, with the common west line of said JASC Investments Inc. tract and the east line of said Dynavest Joint Venture tract, a distance of 409.06 feet to the **POINT OF BEGINNING**, and containing 108.175 acres of land, more or less.

EXHIBIT B
DEPICTION OF THE PROPERTY

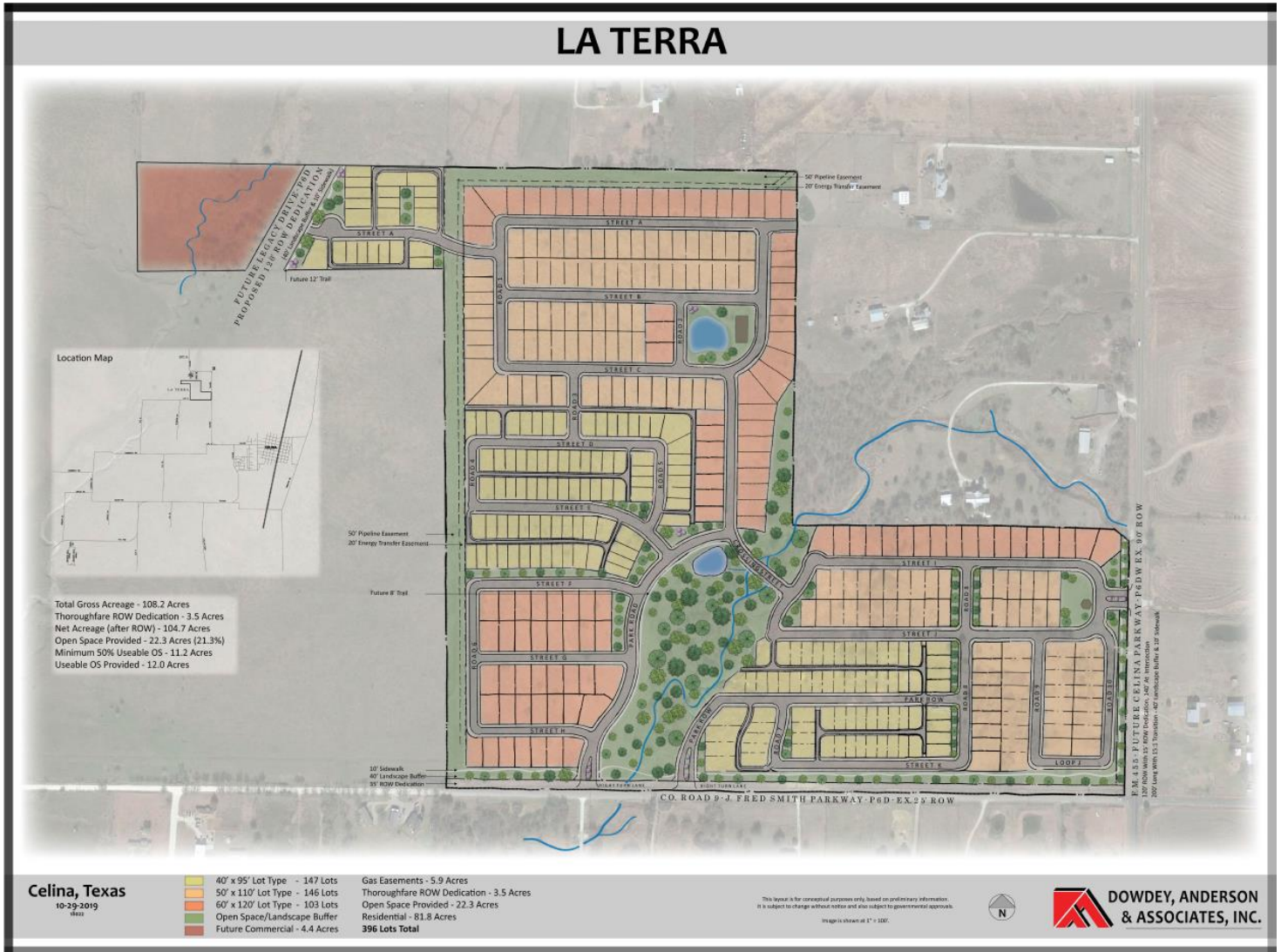


Attachment: Draft DA (La Terra Development Agreement)

EXHIBIT C

CONCEPT PLAN WITH PHASING PLAN

LA TERRA



Attachment: Draft DA (La Terra Development Agreement)

LA TERRA



Celina, Texas
10-03-2019
4420

Phase One - 153 Lots
Phase Two - 116 Lots
Phase Three - 127 Lots

Total Lots - 396

This is not a final plat or deed. It is for informational purposes only. It is subject to change without notice and is subject to government approvals.
Scale is shown in 1" = 300'



**DOWDEY, ANDERSON
& ASSOCIATES, INC.**
Land Planning • Civil Engineering • Water Resources • Surveying

Attachment: Draft DA (La Terra Development Agreement)

EXHIBIT D

DEVELOPMENT STANDARDS

1. Concept Plan

The development generally consist of lots with both front entry garages and rear entry garages. The lot mix breakdown for each type of lot is as follows:

- Type 60 Residential Lots – Minimum 100 lots
- Type 50 Residential Lots – Maximum 260 lots
- Type 40 Residential Lots – Maximum 150 lots

2. Lot Regulations

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- Base Zoning: SF
- 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.

	TYPE 60	TYPE 50	TYPE 40
Minimum Lot Area	6,000 sq. ft.	5,000 sq. ft.	4,000 sq. ft.
Minimum Dwelling Size	1,600	1,400 sq. ft.	1,400
Minimum Lot Width • The lot widths shall be measured along the arc of the front building line. • For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of 5'; the minimum lot width measured at the right-of-way line shall be 35'.	60'	50'	40'
Minimum Lot Depth	100'	100'	90'
Minimum Front Setback	20'	20'	10'
Front Porch	Covered Front Porches may extend over the front building setback line up to eight feet (8') but the garage must remain at or behind the front setback line in all instances. Front Porches are not required.		
Minimum Rear Setback	10'	10'	10'; Driveways for Garages at Alleys: Either 3'-5' or 20'+
Minimum Side Setback	5'	5'	0' and 5' (with

Minimum Side (Corner) Setback Except for key lots which side yard shall match the front yard of the adjacent lot.	15'	15'	minimum 5' separation) 15'
Maximum Impervious Surface Per Lot	65%	70%	80%
Front Entry Garages	Permitted, no alleys required	Permitted, no alleys required	Not permitted, alleys required
Garage Orientation and Setback	Garages may face the street or be J-swing. For garage doors facing the street, garages shall be flush with or set back from the front building line. J-swing garages may protrude the front building line up to 5' into the front setback for additional variation of homes	Garages may face the street or be J-swing. For garage doors facing the street, garages shall be flush with or set back from the front building line. J-swing garages may protrude the front building line up to 5' into the front setback for additional variation of homes	N/A
Maximum Building Height (Primary Structure)	40' or 2.5 stories		

3. Landscape Requirements

Landscaping shall conform to the provisions set forth in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- Screening:
 - 6' high masonry screening walls are required where residential lots are adjacent to CR 9 and FM 455.
 - Decorative, open fencing may be used when open space, cul-de-sac, or single-loaded rights-of-way (not alleys) are adjacent to the ROW. The developer may also choose in these instances to provide not fencing; however, berms (4' @ 6:1 slope) and additional landscaping (additional shrubbery and ornamentals) will apply.
 - Larger, park-like expanses do not require any perimeter screening.
 - Decorative metal fencing is required for any interior lots backing to a park

- or open space, including the gas easement.
- Landscaping:
 - 40' landscape buffer on both Legacy Drive and CR 9
 - The ROW dedication, landscape buffer, and sidewalk adjacent to FM 455 will be dependent upon its ultimate ROW width, as known as time of plan review
 - Right turn lanes are permitted within the 40' buffer

4. Tree Mitigation

- Any deviations to the City's Tree Preservation regulations are found within the associated Development Agreement.
- The subject property shall abide by the City's tree preservation regulations, except that the definition of a Protected Tree shall be any Type 1 or Type 2 tree that is 18" DBH or larger.

5. Subdivision Regulations

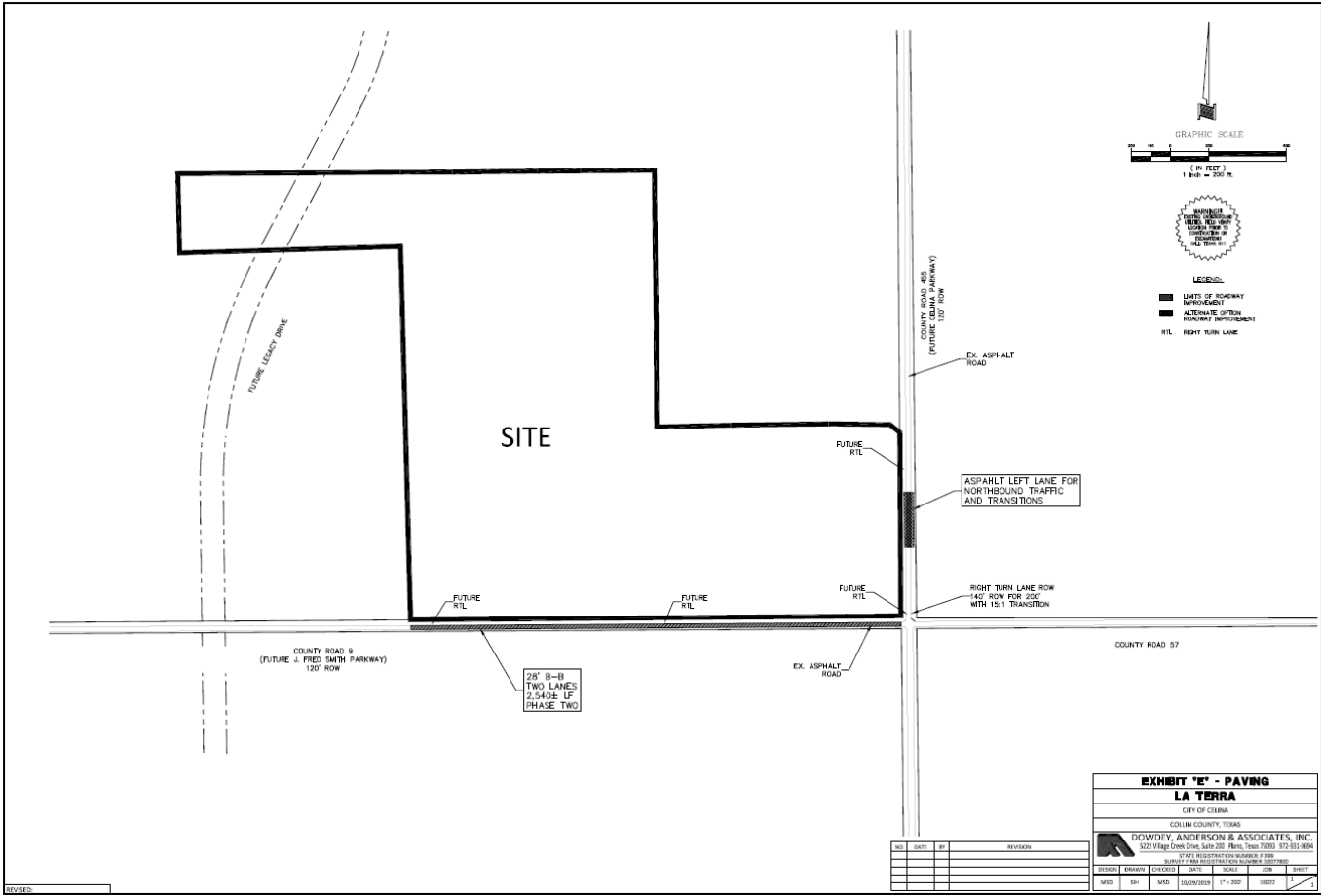
Subdivision design shall conform to the provisions set forth in the subdivision regulations, as they exist or as amended from time to time, except as set forth herein:

- Final street pattern to be determined at time of permitting. Staff may make minor modifications to the street regulations, subject to discretionary review and approval by the Director of Engineering.
- Alley Design: No dead end alleys longer than 1 home are permitted.
- Residential streets shall be minimum 50' right of way and 29' paving from back-to-back of curb. Roll-over curbs are not permitted.

6. General Provisions

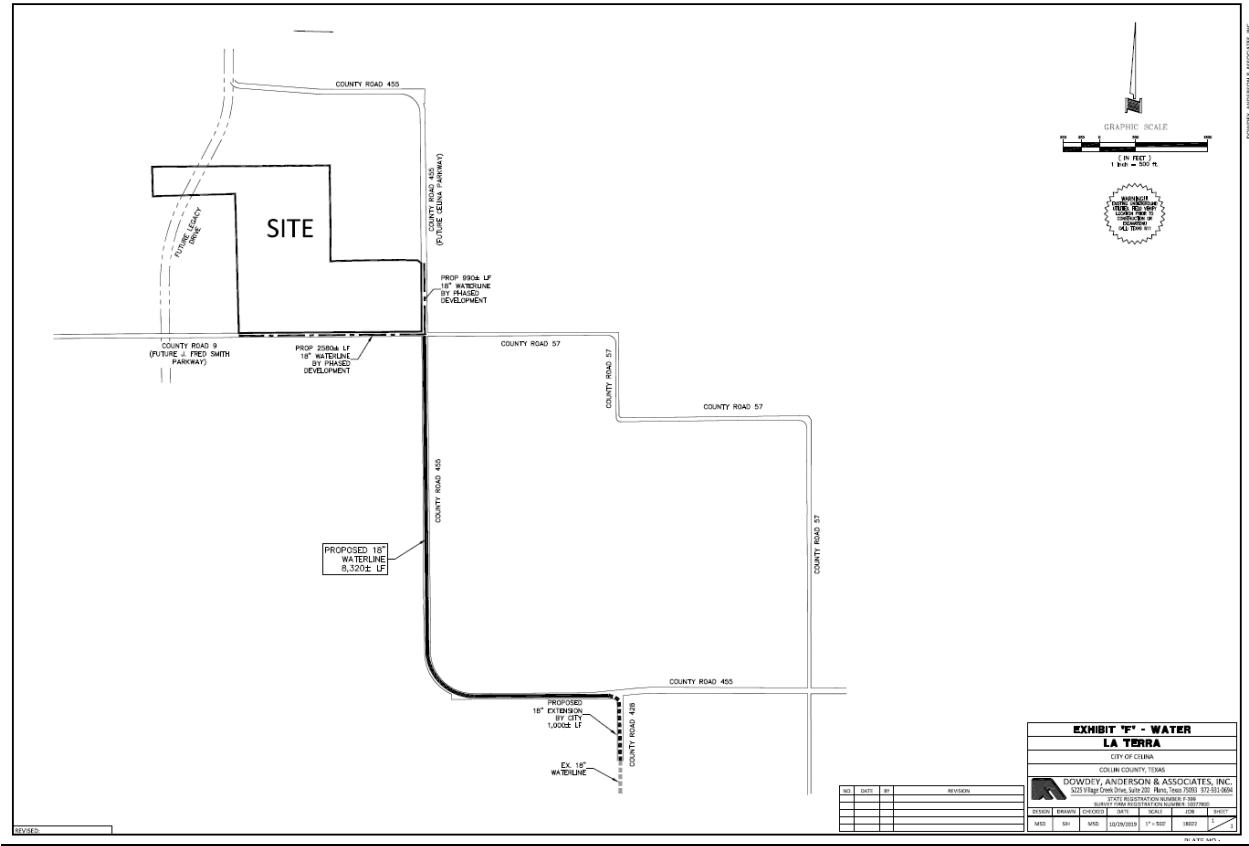
- The building permit for the associated Amenity Center is required to be issued before the issuance of the 300th single family home building permit.
- The amenity center shall include a pool, lawn area for children, bathrooms, and looped trail around the site that is a minimum 8' wide concrete (can be enlarged sidewalk when along ROW).
- Future Annexed Property: The future annexed property shall have a base zoning of "C" for the tracts adjacent to Legacy Drive. The tract to the east of Legacy Drive may also develop as "SF", per the Concept Plan.
- A 12' wide concrete trail is required along Legacy Drive (per the Master Trails Plan), and an 8' wide concrete trail is also required through the open space area on the Concept Plan.
- The tract to the northeast shall have at least 1 stub-out for future cross access.

EXHIBIT E
ROADWAY IMPROVEMENTS



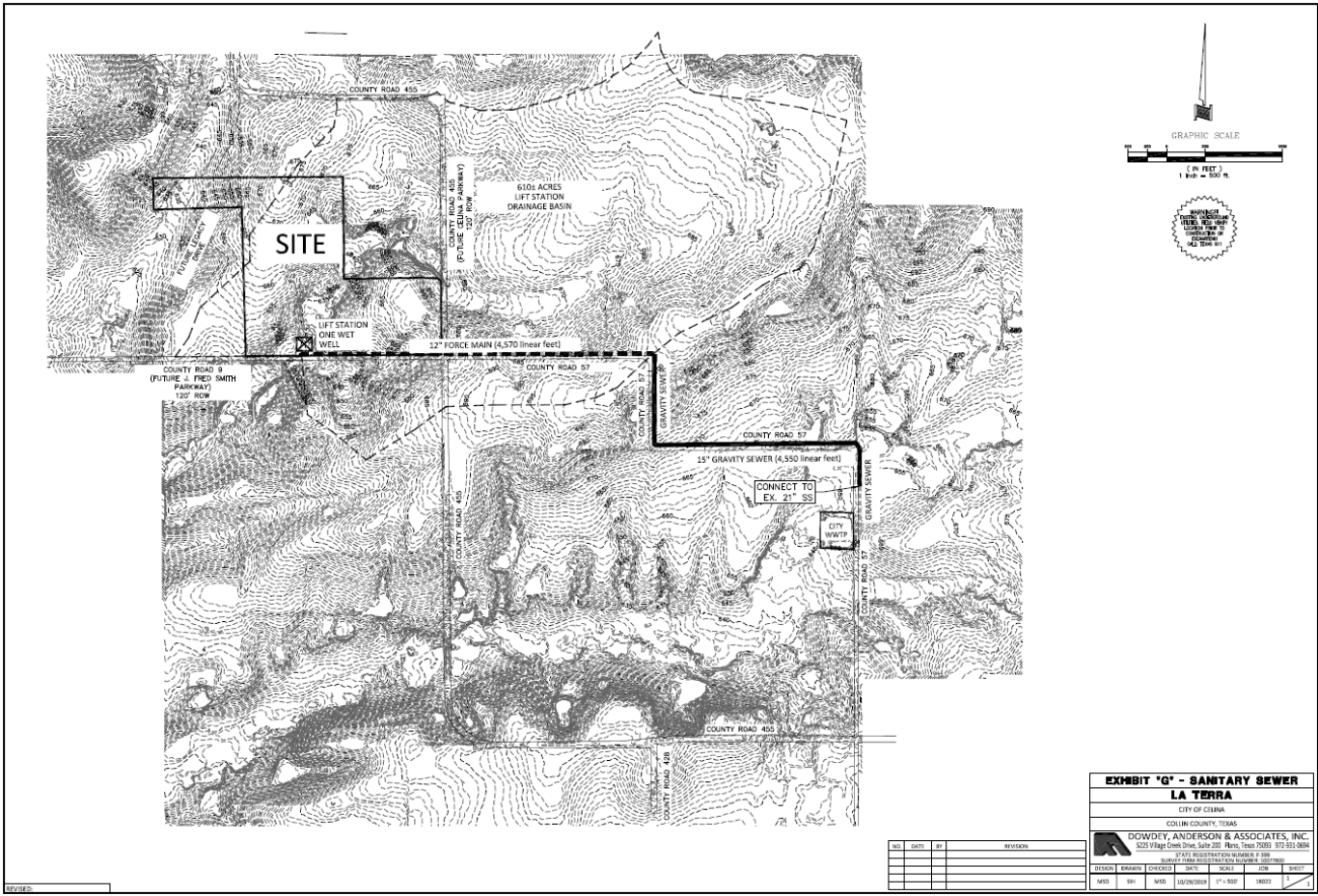
Attachment: Draft DA (La Terra Development Agreement)

EXHIBIT F
OFFSITE WATER LINE IMPROVEMENTS



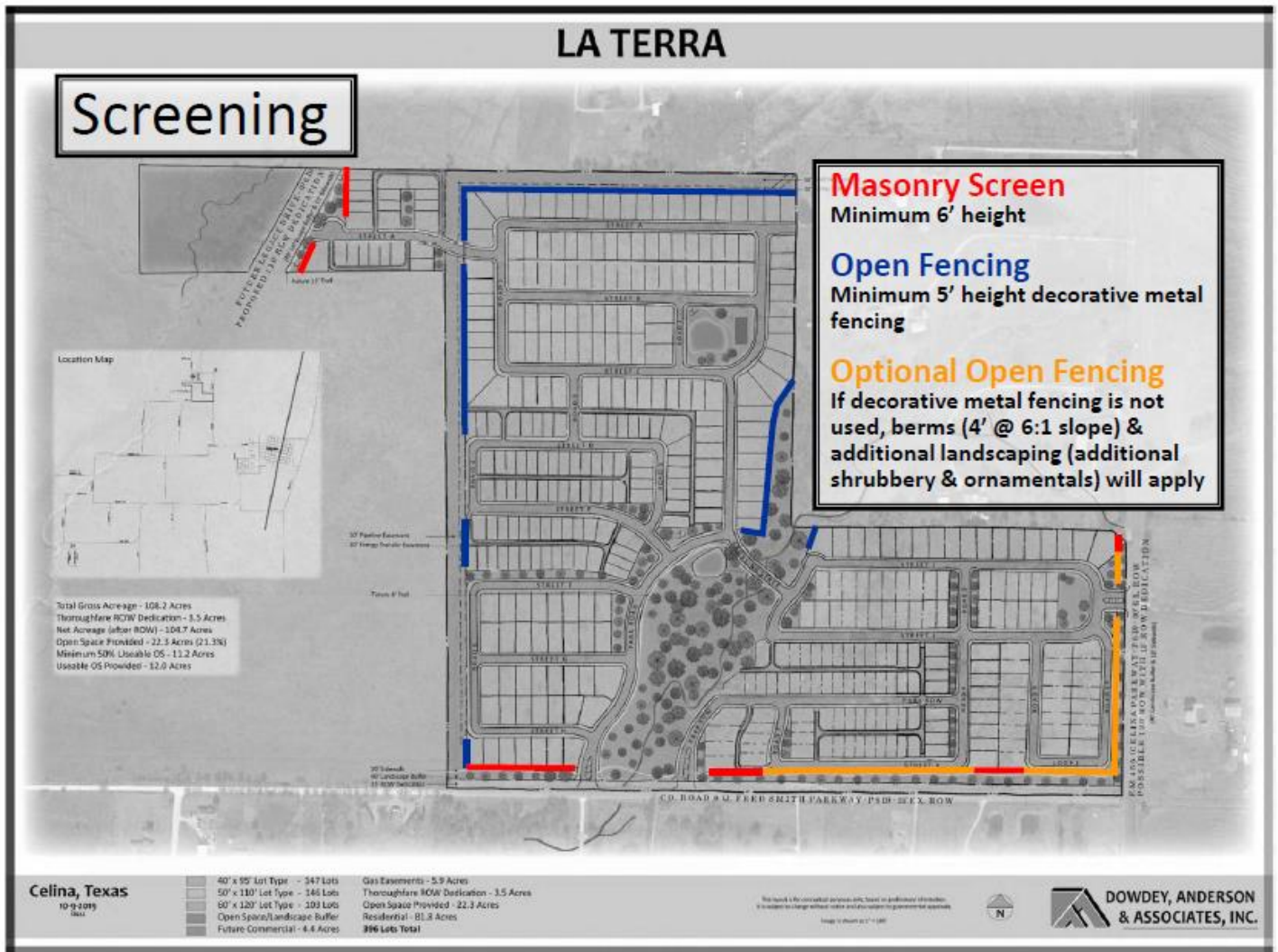
Attachment: Draft DA (La Terra Development Agreement)

EXHIBIT G
OFFSITE WASTEWATER LINE IMPROVEMENTS



Attachment: Draft DA (La Terra Development Agreement)

EXHIBIT H SCREENING REQUIREMENTS



Attachment: Draft DA (La Terra Development Agreement)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Director of Engineering
 Date: November 12, 2019
 Re: 2019 Thoroughfare Amendments

Action Requested:

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)

Background Information:

City staff has reviewed the existing Thoroughfare Plan and has determined that modification is necessary to provide a safe and efficient transportation system. Staff proposes the following changes:

1. Bridgewater - The existing thoroughfare plan shows a 4-lane divided roadway connecting Light Farms Way to Frontier Parkway. However, this area is fully developed and this roadway was not constructed at the time of development. Staff met with representatives from Light Farms to discuss alternatives. The proposed modification removes the four-lane roadway in this area from the thoroughfare plan. The amendment designates Bridgewater as a collector roadway from Frontier Parkway to Montgomery Lane. Montgomery Lane is the roadway located on the north side of the Prosper elementary school. Beyond this point, the roadway will be designated as a typical residential street.
2. Legacy Road from Punk Carter to FM 428 - Staff has met with the property owners on the proposed alignment. The Monsche and the Glendenning families have agreed to dedicate the right of way for Legacy Road on their properties to establish the actual alignment of Legacy Road. The amendment will show the revised alignment of Legacy Road.
3. Ousley Boulevard - The current thoroughfare plan shows that Ousley Boulevard is proposed as a six lane divided roadway that begins at Preston Road and extends east to Custer Road. The existing signalized intersection of Preston/FM 455 is about 1000 feet north of the Preston/Ousley intersection. TxDOT typically requires a minimum of 1600 feet spacing between traffic signals for the most efficient operation; therefore, the likelihood of another signal at the intersection of Preston/Ousley is very small. The proposed traffic generated by a 6 lane divided roadway makes the need for additional traffic control highly likely to continue a safe and efficient intersection. Staff met with the Glendenning family about their proposed development and both parties agreed that a modification of the thoroughfare plan is reasonable. Staff is proposing to connect Ousley Boulevard to Ash Street at Preston Road. Ash Street is already designated as a four-lane divided roadway on the west side of Preston. The proposed thoroughfare realignment allows for 2000 feet between the intersection of Preston/FM 455 and Preston/Ash and this spacing maintains the possibility of a future traffic signal at Preston Road/Ash Street intersection.

4. Sunset Boulevard - The City of Celina staff has been working with the Old Celina MMD to revise the development agreement between the two parties. As part of the recently approved agreement, the two parties agreed to modify the Sunset Boulevard alignment. Currently, Sunset Boulevard is currently proposed as a 4-lane divided roadway from the Dallas North Tollway to Preston Road. The agreement revised the alignment of Sunset Boulevard to connect with Mobberly Road. The proposed amendment brings the thoroughfare plan in alignment with the revised agreement.

5. Waterview Trail - The City of Celina has been working with Cambridge Development on the construction of the Mustang Lakes subdivision. In developing the next phase of Mustang Lakes, Cambridge Development requested that the thoroughfare plan be modified. Waterview Trail is designated as a collector road, but was constructed as a four-lane divided roadway from Frontier Parkway to Roseland Parkway. The four-lane configuration of Waterview Trail terminates at the Roseland/Waterview intersection and Waterview Trail continues to the west as a typical 31' residential street. Roseland Parkway then continues north as a four-lane undivided roadway. Cambridge Development requested and staff agreed to remove the collector designation of Waterview Trail north of Roseland.

Board Review/Citizen Input:

N/A

Alternatives:

Council could chose to not approve the proposed amendments.

Financial Considerations:

None

Legal Review:

N/A

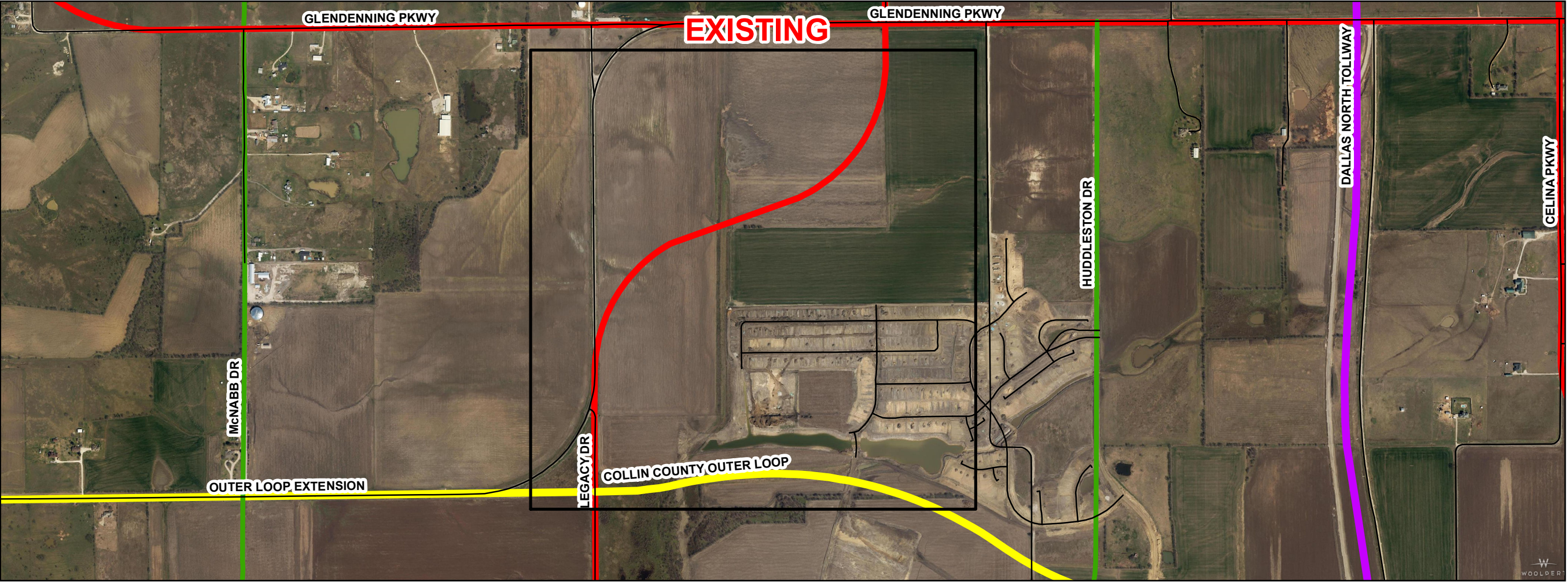
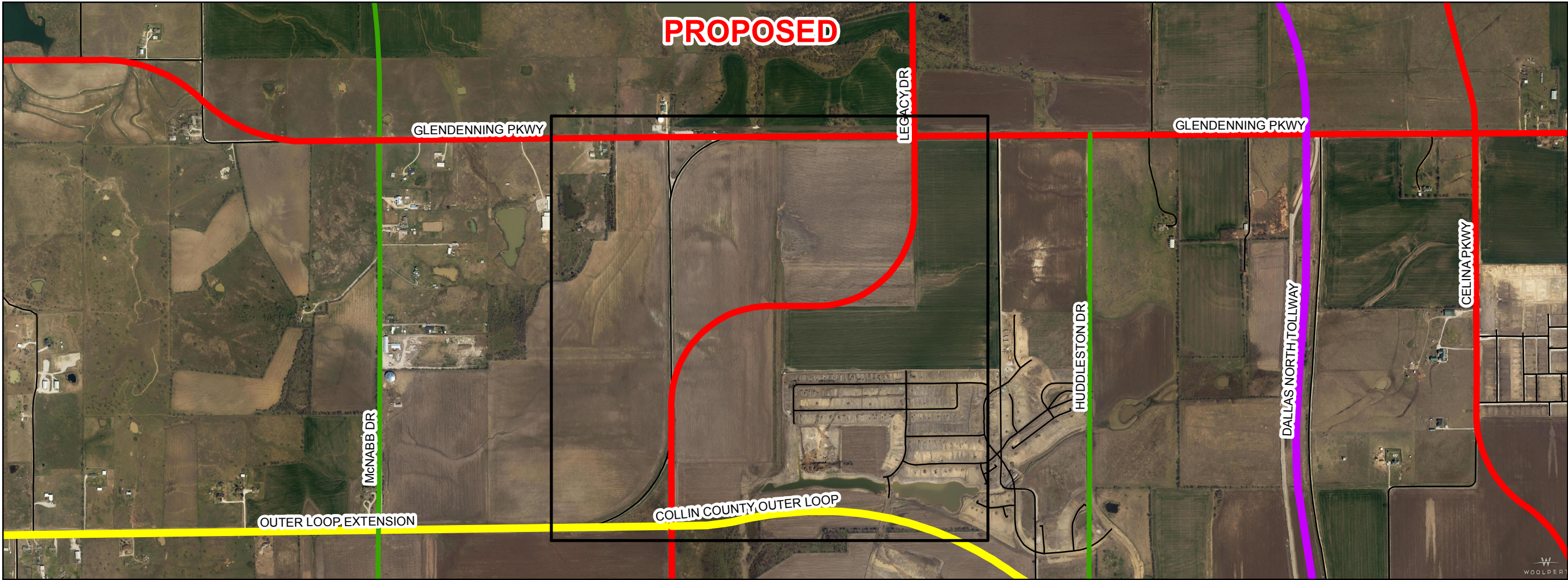
Supporting Documents:

Thoroughfare Amendment Exhibits

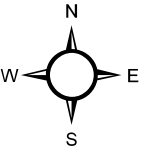
Staff Recommendation:

Staff recommends approval of the proposed Thoroughfare Plan amendments.

Legacy Dr



- Legend**
- 2LC 60' - 80' ROW***
 - 4/6LD 100' ROW*
 - 4LD 90' - 100' ROW*
 - 6LD 120' ROW*
 - 6LD 140' ROW*
 - Freeway/Tollway 400' ROW
 - Outer Loop 500' ROW
 - Roads

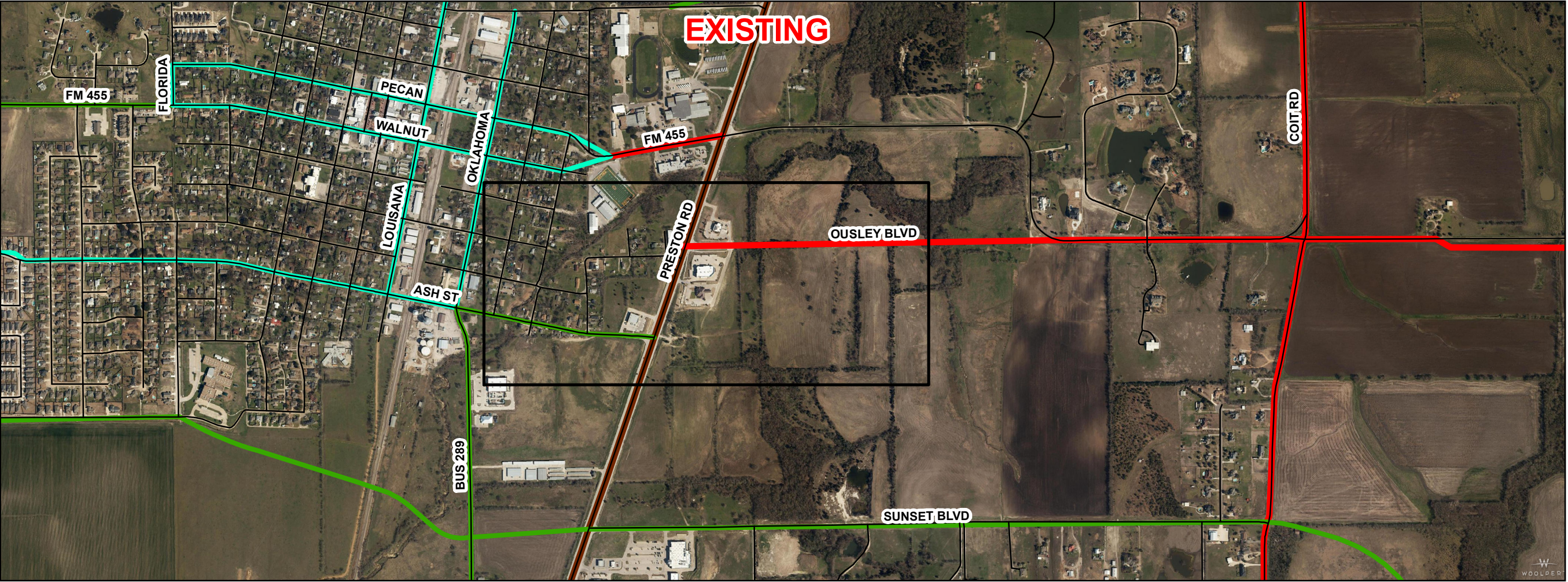
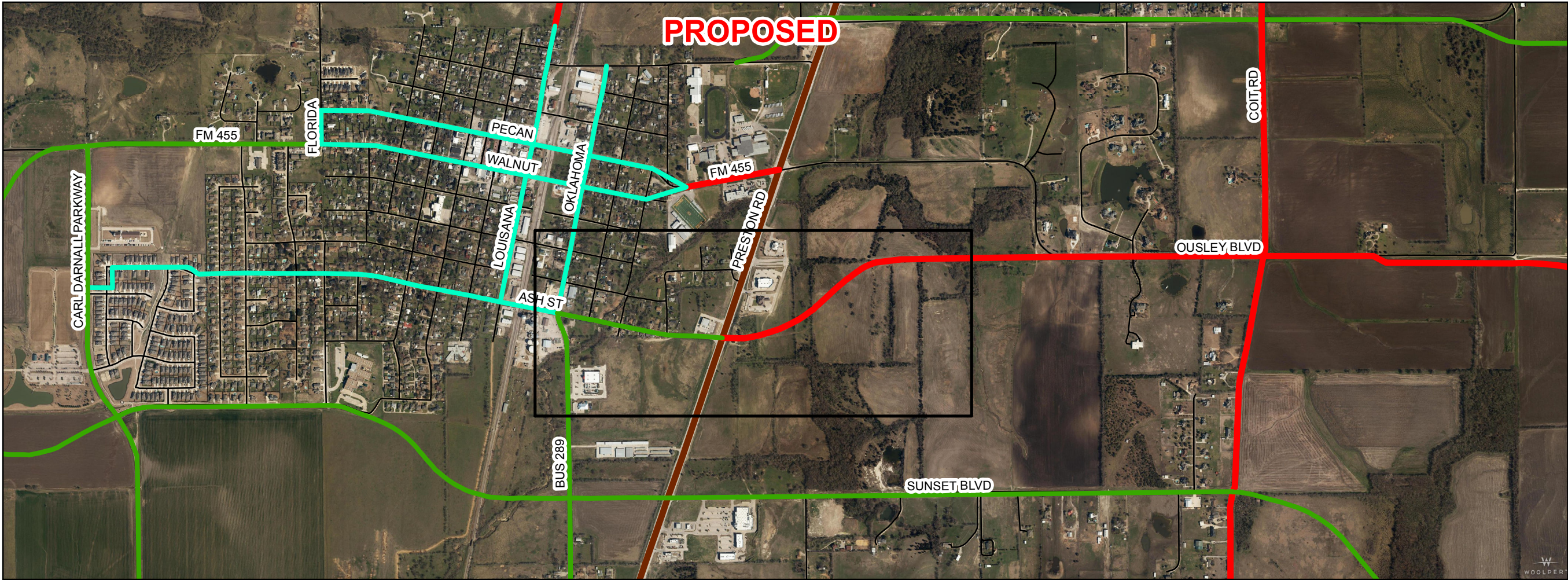


0 475 950 1,900 Feet

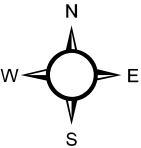
Date: 10/22/2019



Ousley Blvd



- Legend**
- 2LC 60' - 80' ROW***
 - 4/6LD 100' ROW*
 - 4LD 90' - 100' ROW*
 - 6LD 120' ROW*
 - 6LD 140' ROW*
 - Freeway/Tollway 400' ROW
 - Outer Loop 500' ROW
 - Roads



0 475 950 1,900 Feet

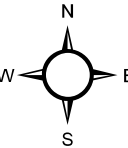
Date: 10/22/2019



Sunset Blvd

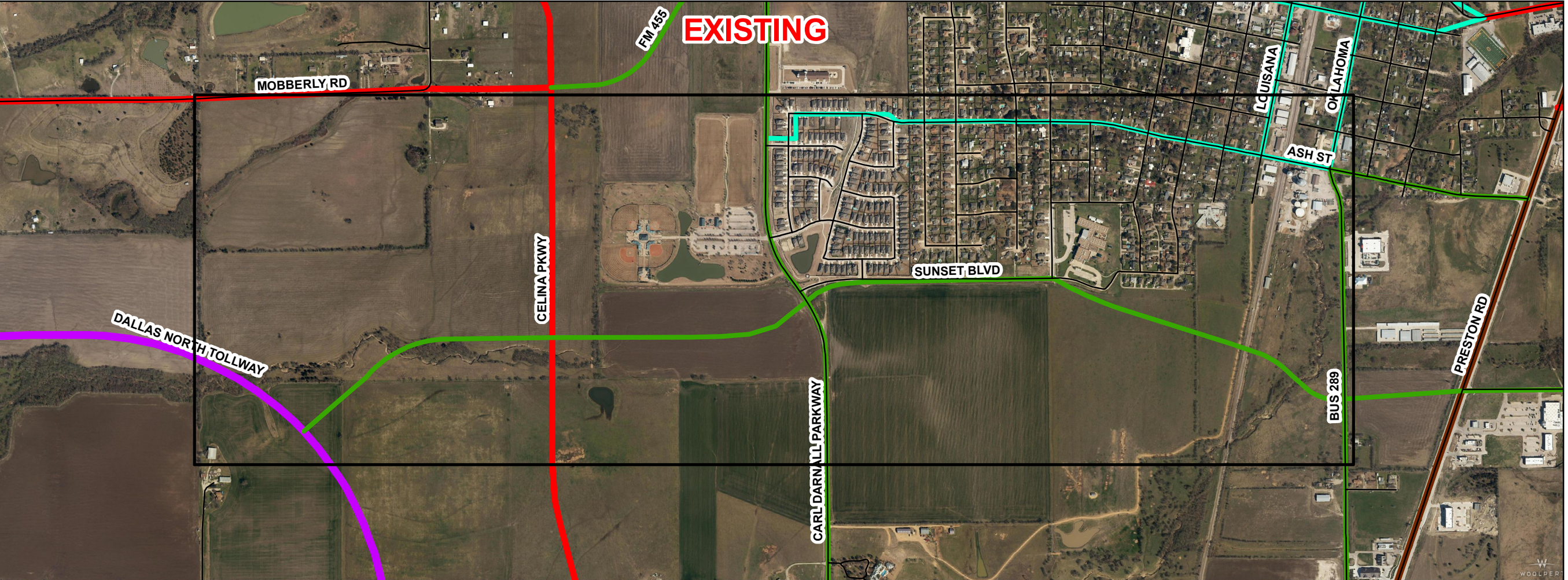
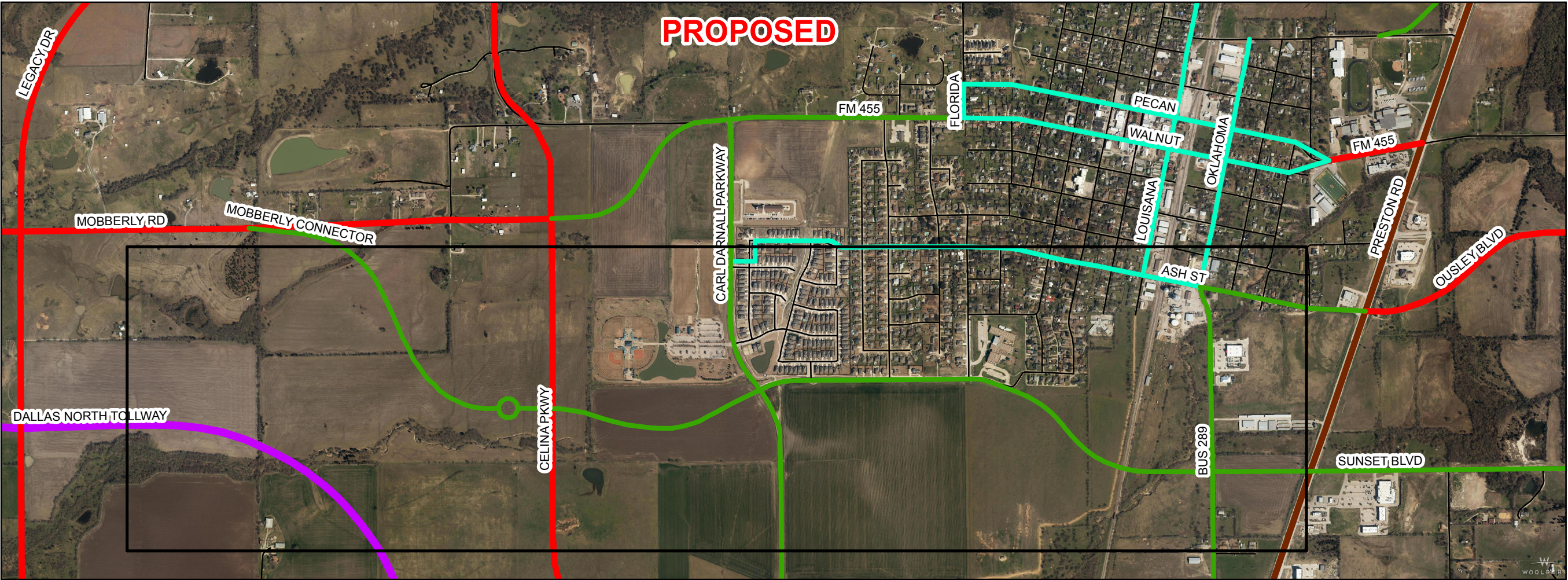
Legend

- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW
- Roads



0 475 950 1,900 Feet

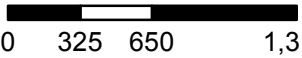
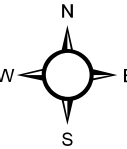
Date: 10/22/2019



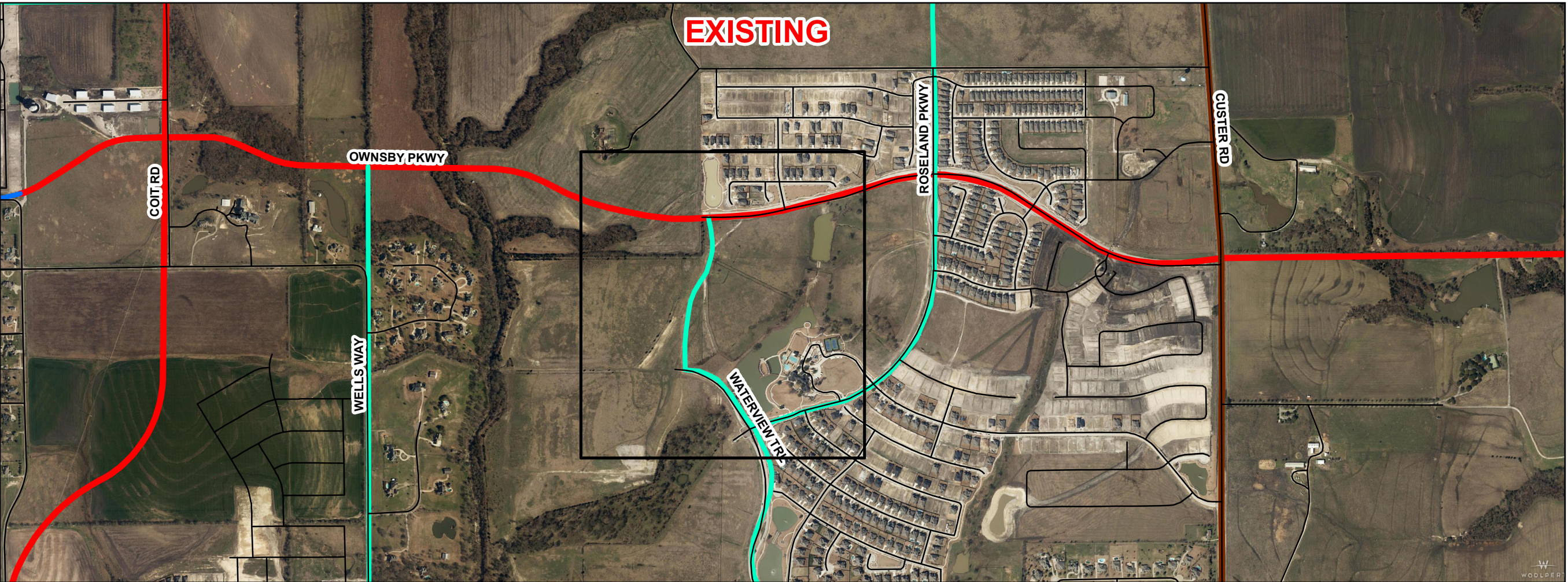
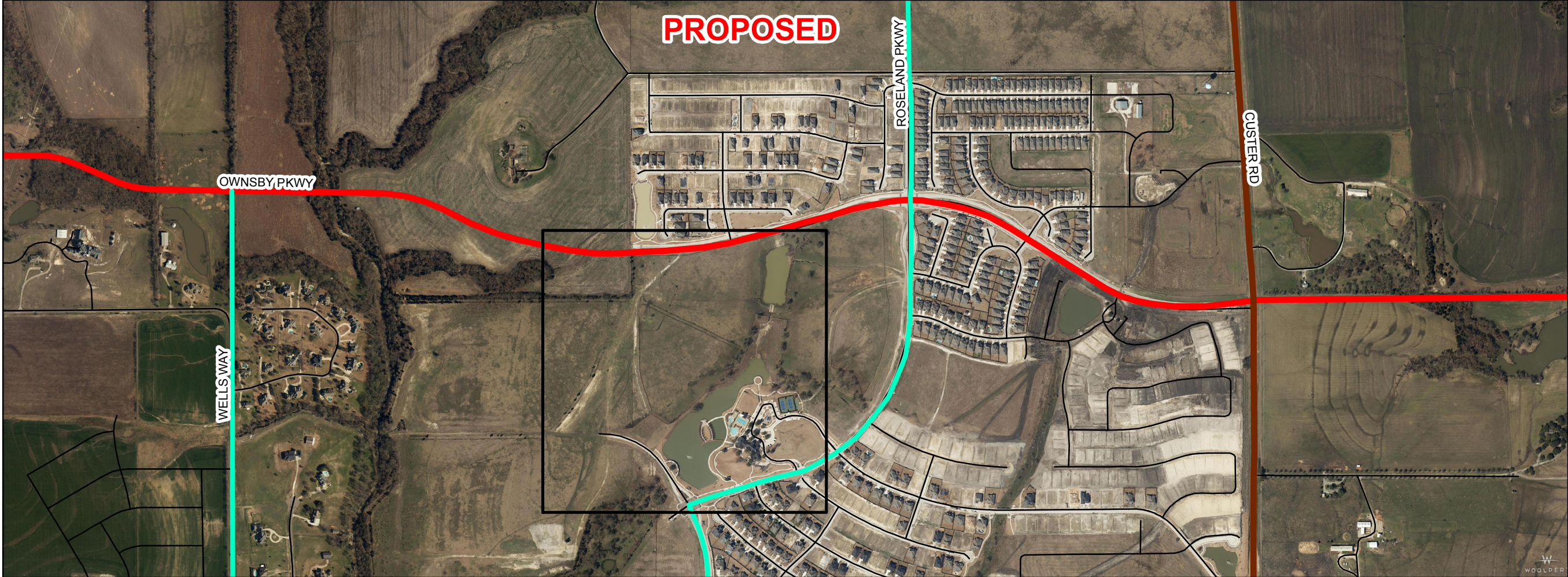
Waterview Trl

Legend

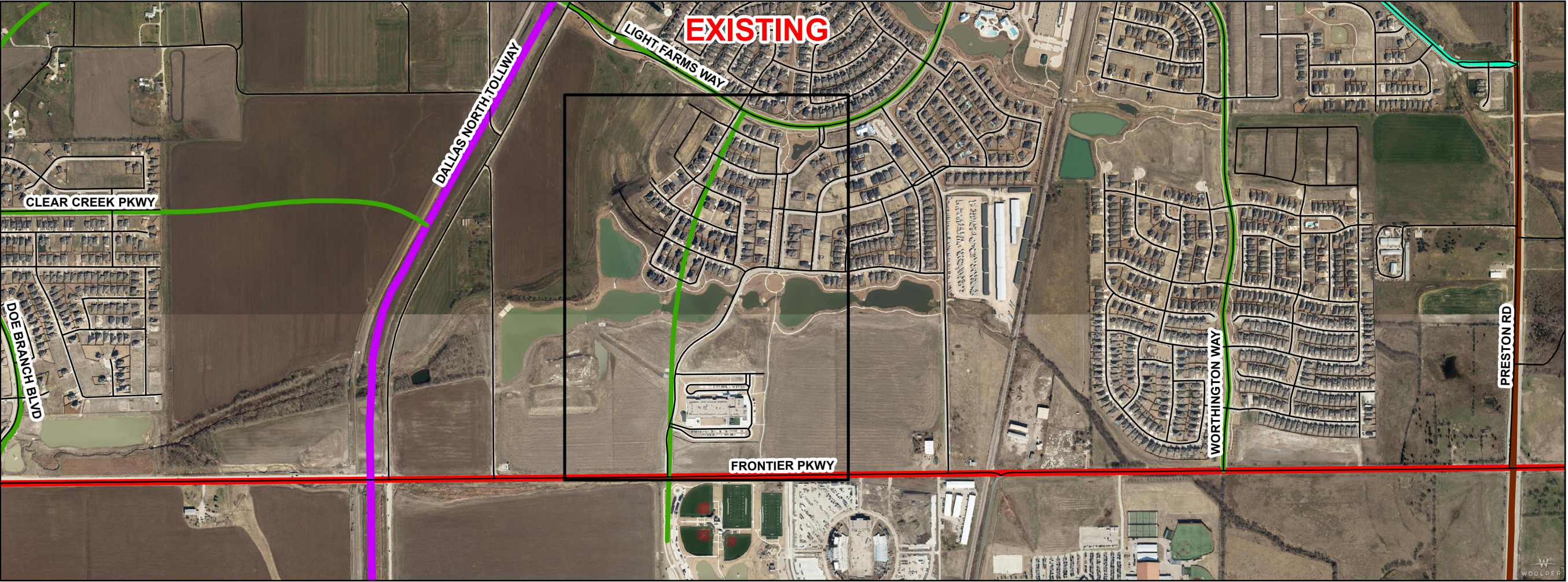
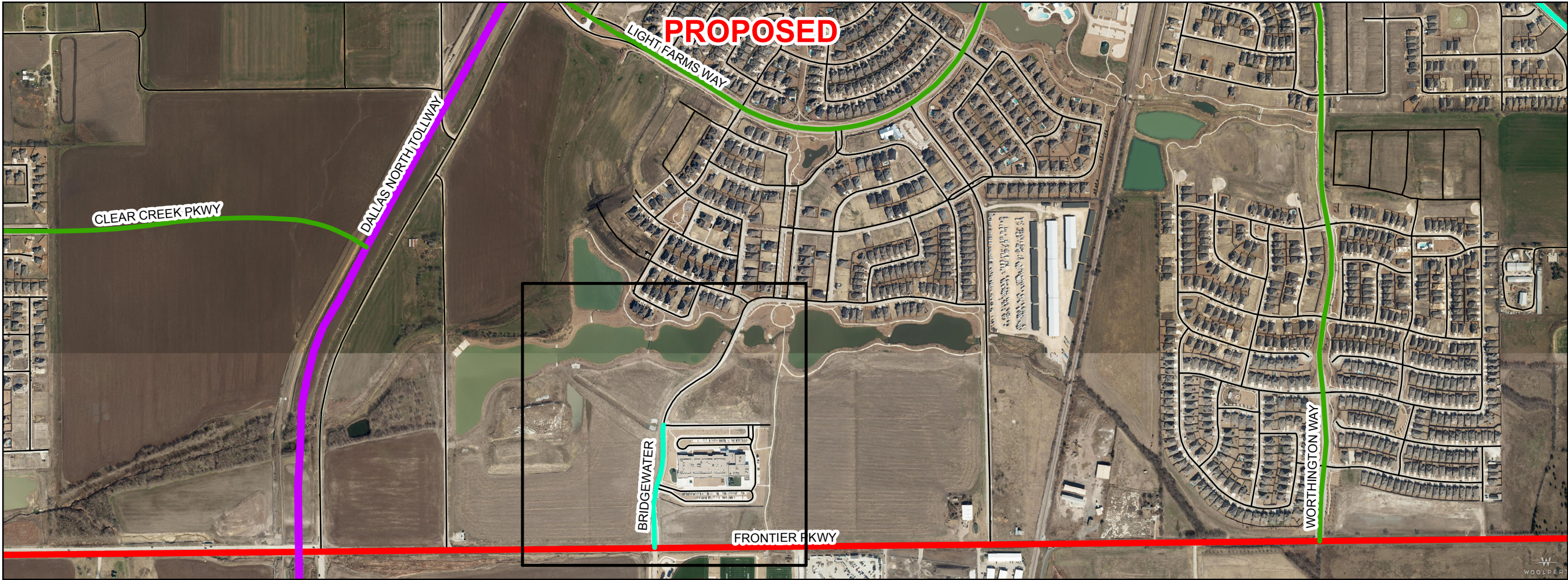
- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400'
- Outer Loop 500' ROW
- Roads



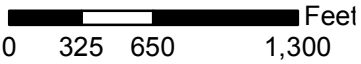
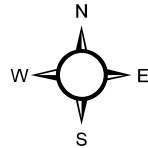
Date: 10/22/2019



Bridgewater Pkwy



- Legend**
- 2LC 60' - 80' ROW***
 - 4/6LD 100' ROW*
 - 4LD 90' - 100' ROW*
 - 6LD 120' ROW*
 - 6LD 140' ROW*
 - Freeway/Tollway 400' ROW
 - Outer Loop 500' ROW
 - Roads



Date: 10/29/2019





Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Chief
Date: November 12, 2019
Re: Curfew ordinance review

Action Requested:

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)

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 curfew ordinance review 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.



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Jason Laumer, City Manager
Date: November 12, 2019
Re: Roller Town Entertainment District

Action Requested:

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)

Background Information:

The attached proposal is for professional design services for the Roller Town Entertainment District.

The project scope includes a series of conceptual planning studies of the property with the intent of identifying development and redevelopment options for the City. Additionally, TBG will prepare a comprehensive master plan for the subject area and assist with planning related discussions.

Board Review/Citizen Input:

The EDC board approved funding of the TIRZ #11 contribution on November 5, 2019. The TIRZ #11 Board will meet and consider the proposed amendment on November 12, 2019 prior to the City Council meeting.

Alternatives:

Financial Considerations:

Payment will be made by contributions from the Downtown TIRZ #11 and the Celina EDC. A budget amendment has been prepared for the appropriation of funds.

Legal Review:

Supporting Documents:

Proposal

Staff Recommendation:



TBG

10/21/2019
10/28/2019 REV1

Mr. Jason Laumer
City Manager
City of Celina
142 N Ohio St – City Hall
Celina, Texas

Proposal for Professional Design Services

Client: City of Celina
Project Name: Roller Town Entertainment District
Project Location: Downtown Celina, Texas
TBG Project Number: D19246

Dear Mr. Jason,

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this Proposal for Professional Design Services (the Proposal) for the above referenced Project.

Once executed, the Proposal with attached Terms and Conditions, incorporated herein by reference, will serve as the parties' agreement for TBG's Scope of Services for the Project (the Agreement).

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Mark Meyer PLA
Principal

TBG
2001 bryan street
suite 1450
dallas, texas 75201

[214] 744 0757
tbgpartners.com

Attachment: Roller Town Entertainment District_2019-10-28 (Roller Town Entertainment District)

The Project Team

TBG works in collaboration with you (Client) and your team of professional consultants (the Design Team) to achieve your overall Project goals. We understand that this project currently does not have a project engineer or market analysis. Services provided by these and other consultants are not included in TBG's scope of services and will be contracted separately with the Client if required.

Additional TBG-Recommended Consultants:

- Civil engineer:
- Market analyst

The Property

This property consists of multiple property ownerships and approximately 9 square blocks of the eastern side of downtown Celine. The project is bounded by Main Street, N. Louisiana Drive, W. Malone Street and New Mexico Drive.

The Project

TBG will provide a series of conceptual planning studies of the property with the intent of identifying development and redevelopment options for discussion with the City.

TBG will prepare a comprehensive master plan for the subject area and assist with planning-related discussions with existing stakeholders within the district. The intent of this masterplan is to create a comprehensive strategy on land use, re-use of existing structures, city wide parking strategy, public realm design and urban design,

Entertainment, neighborhood retail and limited residential uses organized around public open space are intended as the primary land uses.

Design Approach

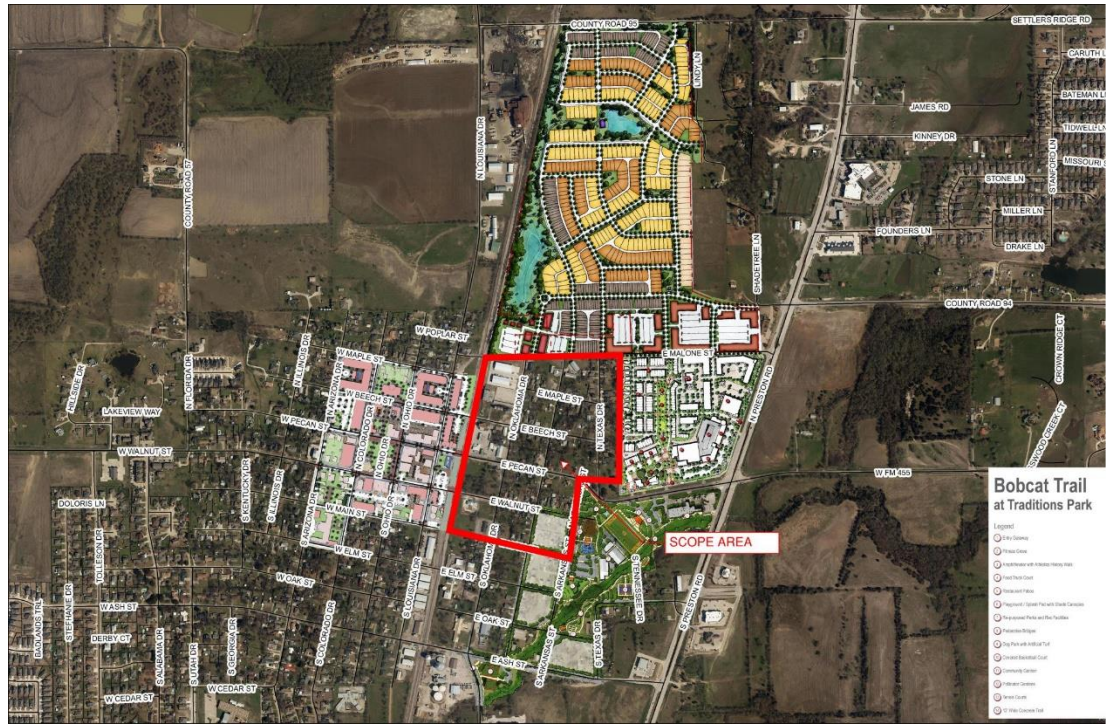
Our design approach requires a thorough understanding of the Project in relation to its social, economic and environmental context to fully realize the unique opportunities and constraints revealed by the Property.

The intent of TBG's design approach will result in a master plan that integrates the following elements:

- 01_ Existing and future entertainment related land uses with the incorporation of a city wide park strategy.
- 02_ Urban Placemaking, allowing for the appropriate preservation, enhancement and/or integration of nature open space systems into the plan.
- 03_ Refining land use strategies and were they be applicable based on multiple development options.

Reference Exhibit 'A' below for our understanding of the current program and site which serves as the basis for this Proposal. In the event that the Project scope changes significantly from Exhibit 'A', TBG reserves the right to revise the Scope of Services and associated fee allocations to align with the scope modifications.

Exhibit 'A'



Plan shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services.

Scope of Services

TBG's design process divides our Scope of Services into three distinct phases: Discovery, Development, and Delivery. By adhering to these three phases in our planning and design process, projects move seamlessly from an idea expressed as a clear vision through design and implementation.

Discovery

To research, analyze and understand the site context as well as programmatic opportunities and constraints. Critical tasks within Discovery include:

- Task One: Site Inventory and Analysis

Development

To develop the Project vision and craft its form and function, from design through documentation. Depending upon the complexity and size of a project, tasks within the Development phase may include these tasks:

- Task Two: Master Plan

Delivery

To consult in the implementation of the Project's vision through the construction phase ensuring compliance with the intent of the overall design and its accompanying story.

If elected by the Client, TBG will propose services to build upon the planning outcomes contained herein on a phase-by-phase basis. Services may include: Schematic Design, Design Development, Construction Documentation, Bidding and Negotiation Assistance and Construction Observation.

Discovery

Task One

Site Inventory and Analysis

Description of Services

TBG will work with the Design Team to study and evaluate the existing conditions of the site and to organize opportunities and constraints that will impact potential design solutions.

TBG will work with the Design Team to study and evaluate the existing conditions of the site and adjacent context area. This task will identify opportunities and constraints and their impact on our planning and design recommendations. During this task, certain studies that impact the performance of this task may be identified by TBG to the Client. To further assist TBG in this task, the Client will provide TBG with any previously prepared studies and analysis of the site. This task is a prerequisite to Task 2: Program Assessment and Analysis.

Site Inventory and Analysis will include the following, to the extent information is available to the project:

- Review existing pertinent data, as provided by the Client and/or readily available from public desktop resources, in the form of base maps, aerial photographs, engineering information, survey information, including boundary topographic and tree survey mapping, planning reports and projections.
- Context Analysis – relationships to adjoining land and tracts, existing ingress/egress, existing development on or adjacent to the site, scenic and obtrusive view characteristics.
- Site Reconnaissance Visit – based on desktop assessment described above, conduct field verification to become familiar with the site's overall characteristics and relationship to the surrounding area.

Deliverables

- Inventory and analysis drawings, diagrams and written narratives
- Site visit report/summary

Task Two

Master Plan

Description of Services

Following the Client's acceptance of the site inventory and analysis in Task One, TBG will work with the Client and Design Team to refine the plan to prepare a conceptual Master Plan suitable for use in development strategy, preliminary pricing, infrastructure coordination, marketing and entitlements. As a basis to this work TBG perform the following engagement:

1. Half day workshop with all stakeholders within the Entertainment District
2. Creation of Overall Masterplan based on deliverables below
3. Review with City Staff and stakeholders
4. Final presentation to City Staff and Council in required.

Deliverables

The conceptual Master Plan will include the following:

- Location and extent of all significant proposed land uses, overall vehicular and pedestrian circulation systems, open space/recreation systems and facilities. This plan will be a hand drawn over an aerial and/or topographic base plan.
- Functional diagrams of the core design concepts
- Street network — TBG will work with the Client and Design Team to identify the primary and secondary project entrances and proposed street cross-sections, including streetscape character. Street sizing will be coordinated with the Client's civil engineer and/or traffic engineer.
- Development diagrams of primary non-residential use types and proposed interior and corner residential lot types, showing proposed building setbacks.
- An overall open space and recreational concept.
- Public open space and uses will be identified, separate and apart from homeowner spaces and uses, which will also be identified.
- Plan will be color rendered.
- Statistical tabulation on approximate yields per land uses.
- The Conceptual Master Plan will be formatted to be added to the Project Character Booklet.

Delivery

During this phase TBG will consult in the implementation of the Project's vision through the construction phase, ensuring compliance with the intent of the overall design vision and its accompanying story. Scope for these services will be identified and addressed as a separate Proposal as the Project progresses.

Proposal Assumptions

TBG's Proposal assumes and is contingent upon the following:

- Client shall provide the following information or services as required for performance of the work. TBG assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein or the effect of same on TBG's work. Should TBG be required to obtain or compile this information, such services will be charged as Additional Services.
 - _ Legal descriptions of property and record drawings
 - _ Market or demographic studies and reports
 - _ Traffic Impact Analysis
 - _ Topographic, geotechnical and boundary surveys
 - _ Existing site engineering and utility base information
 - _ Engineering, including Civil (utility rough-ins, drainage area improvement) as required
- Client will review and provide comments on drawings and outline criteria provided by TBG.
- TBG will participate in zoning and entitlement efforts only after review and approval of time and materials estimate and based upon specific jurisdictional entitlement requirements.
- TBG will coordinate with Client's other consultants in the Design Team, to the extent their scope of work relates to the landscape architectural design elements within the Project. No fees for these consultants have been included in Scope of Services. As schematic design and design development progress, we will make recommendations for additional sub-consultants, as needed, at an additional fee.
- The following tasks are not included in our Scope of Services:
 - _ Civil engineering of streets, parking and site infrastructure
 - _ Environmental engineering/assessment services
 - _ Legal and land use attorney services for zoning entitlements
 - _ Market research and demographic studies and reports
- TBG shall not be required to sign any documents that would result in its having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain.

Schedule

Services described herein are contingent upon schedule requirements provided by the Client or assumed by TBG. Following are specific assumptions contained herein that are the basis for fees and services proposed. Any changes to the assumptions provided will require written acknowledgement and approval of the Client and TBG prior to proceeding. Should the Project schedule change or modify after contract authorization, the Project will be subject to Additional Services. Significant deviations, delays or pauses to the schedule may also be grounds for Additional Services.

Schedule Assumptions

Task	Description	Time	Units
Discovery			
Task One	Site Inventory and Analysis	2	Weeks
Development			
Task Two	Master Plan	3	Weeks
Delivery			
Task TBD	Not included in this Scope of Services (To be provided in a separate Proposal)		
Total TBG Time		5	Weeks

Fees for Professional Services

Fees for basic planning services are variable given the nature and extent of public involvement and other external forces outside of TBG's control. Therefore, service fees where quantifiable are provided as an hourly, not-to-exceed fee, billable by phase and task as indicated below. For some services, the nature and extent of service is impossible to quantify. Those services are billable on an hourly basis (per the schedule of rates provided below) and can be provided incrementally based upon mutual advance agreement between TBG and the Client. Hourly services are indicated in the schedule below, and hourly maximum amounts can be provided upon clarification of schedule and deliverable needs. The fees for this basic Scope of Professional Services will be billed monthly:

Task	Description	Fee	Fee Basis
Discovery			
Task One	Site Inventory and Analysis	\$ 5,000	Lump Sum
Development			
Task Two	Master Plan	\$ 17,000	Lump Sum
Delivery			
Tasks TBD	Not included in this Scope of Services (To be provided in a separate Proposal)		

TBG Scope of Services Total Fees	\$ 22,000
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Note: The Total TBG Scope of Services fee includes fees for land planning services only.

Attachment: Roller Town Entertainment District_2019-10-28 (Roller Town Entertainment District)

Fees for Additional Services

Additional Services not covered by the Scope of Services outlined above, but requested in writing by the Client, will be billed on an hourly basis, unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, are not included in the Total TBG Scope of Services Fee.

TBG Hourly Rates

Level		Hourly Rate
Staff 1	\$	50-60
Staff 2	\$	65-85
Staff 3	\$	90-110
Staff 4	\$	115-140
Staff 5	\$	145-250

Reimbursables

The following costs shall be reimbursed at cost plus ten percent and are not included in the fee for professional services:

- Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- Cost of digital scanning
- Cost of printing for small and large format plots furnished or prepared in connection with the work of this contract
- Travel associated with the Project, including, but not limited to, mileage (current IRS rate), airfare, automobile rental, hotel and meals
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights, drone insurance, videos and still photos
- Fees for additional consultants retained with the approval of the Client
- TAS Plan Review and Inspection Cost
- PlanGrid charges

If the Proposal, fee of \$22,000 and the Terms and Conditions that follow, which are incorporated herein by reference, meet with your approval, please sign below and return a copy to TBG for our files. TBG must receive a signed copy of the Agreement in order to proceed with the Scope of Services. We look forward to working with you.

APPROVED and agreed: The Broussard Group, Inc.



Mark Meyer PLA
Principal

10/28/19

Date

APPROVED and agreed: City of Celina

BY Authorized Agent

DATE

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone [512] 305 9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249.a, and the Landscape Architects Registration Law, Article 249.c, Vernon's Texas Civil Statutes. Proposal copyright ©2019 by TBG Partners. No portion of this proposal may be copied or distributed without the written permission of TBG Partners.

Attachment: Roller Town Entertainment District_2019-10-28 (Roller Town Entertainment District)

Terms and Conditions

Effective Date

The Proposal for Professional Design Services (the Proposal) and these Terms and Conditions constitute the full and complete Agreement between the parties (the Agreement) and may be changed only by written agreement signed by both parties. The Agreement shall become effective upon its execution by Client. TBG is not obligated to proceed with the work until the Agreement is signed by Client. No prior oral or written representation regarding the Project and TBG's obligations will be of any force or effect unless said terms are also contained in the Agreement.

Parties to the Agreement

TBG is entering into this professional services agreement for the exclusive benefit of Client. There are no intended third-party beneficiaries of the Agreement. Both TBG and Client agree not to assign the Agreement or any causes of action that arise under it without the express written consent of the other party.

Standard of Care

TBG will exercise that degree of care and skill ordinarily practiced by landscape architects providing similar services for projects of similar scope in the location of the Project. In performing these services, TBG cannot ensure perfection and Client agrees TBG's services are performed without any warranties, either express or implied, as to the quality of its services or of its drawings. TBG is entitled to rely upon documents supplied to it by Client, Client's consultants and contractors, and information from public and other records, without the need for independent verification and without liability for same. TBG shall not be liable for changes, modifications and/or additions to regulatory requirements after the date of the Proposal or, respectively, after the date of any amendments thereto.

Scope and Responsibilities

The duties of TBG shall not be construed to exceed those services specifically set forth in the Proposal. When right of entry to the Project site is required for TBG to perform its services, Client agrees to obtain and accommodate TBG's legal right of entry on the site. Notwithstanding TBG's Scope of Services, TBG, its independent professional associates and/or consultants' do not have any obligation or right to supervise, direct, or have control over the contractor's work and shall not have authority over, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the contractor's failure to perform its work in accordance with the contract documents. TBG, its independent professional associates and/or consultants, shall not have authority over, or responsibility for, safety precautions and programs in connection with the contractor's work. TBG, its independent professional associates and/or consultants, shall not be required to sign any documents that would result in their having to certify, guaranty, or warrant the existence of conditions that they cannot independently ascertain.

TBG's Scope of Services does not include responsibility for detection, remediation, accidental release, reporting or any other service relating to naturally occurring or manmade site conditions, or to waste or hazardous materials, as defined by Federal, State, and local laws or regulations, and **CLIENT AGREES TO RELEASE, DEFEND,**

INDEMNIFY AND HOLD TBG HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM SAME.

Additional Services

Additional Services are services that may be needed by Client, but which are not included in the Scope of Services described in the Proposal. Additional Services will be provided only with prior approval of Client and agreement to compensate TBG for same, and include but are not limited to the following:

- Preparation and presentation of graphic exhibits other than those described in Scope of Services.
- Revisions and changes in drawings, specifications or other documents previously provided by Client, or the preparation of alternates or deductive change orders requested by Client.
- Preparation of record drawings or of measured drawings of existing conditions.
- Providing prolonged construction observation should the construction time be substantially extended through no fault of TBG.
- Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for TBG's scope items is reduced through no fault of TBG.
- Participation in any formal or informal dispute resolution process, litigation, or arbitration to which TBG is not a party, and only with TBG's consent, which may be withheld at TBG's sole discretion. Should a representative of TBG be subpoenaed to appear or produce documents by any party to such a dispute, Client agrees in advance to compensate TBG for its time and expenses incurred in compliance.

Guaranty of Certifications

Unless specifically provided for elsewhere in the Agreement, TBG makes no warranties representations or guarantees that the Project will actually achieve or receive any certification by the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U. S. Green Building Council, or any other similar state, local or national environmental building program. Similarly, unless otherwise provided for in the Agreement, TBG makes no warranties, representations or guarantees regarding the energy use or operating costs or expenses of the Project.

Instruments of Service

The drawings, specifications, computer files, electronic media, field data, notes and other documents prepared by TBG for the Project, including those prepared through or with its independent professional associates and/or consultants, are Instruments of Service for use solely with respect to this Project. TBG shall be deemed the author or creator of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. All Instruments of Service produced by TBG shall be released to Client as Adobe PDF files, and not in the native format available through programs including, but not limited to, InDesign, AutoCAD or other proprietary formats.

By entering into the Agreement, TBG grants to Client a limited, non-exclusive license to use the Instruments of Service provided to Client for purposes of constructing, using, and maintaining the Project, provided that Client substantially performs its obligations

under the Agreement, including prompt payment of all sums when due, under the Agreement. In the event of nonpayment by Client of any sums due for more than sixty (60) days, this license shall automatically terminate. The license provided under the Agreement does not extend to the use of TBG's Instruments of Service on any other project and does not grant Client any rights in the Instruments of Service or other documents or files that is not expressly granted to Client in writing, including, without limitation, rights to TBG's electronic files used in the development of the Instruments of Service, such as AutoCAD or InDesign files.

Upon completion of the services and payment in full of all monies due TBG, Client may retain copies of the Instruments of Service provided under the Agreement. Such documents, in whatever format provided, are neither licensed for, nor intended or represented to be suitable for, reuse on extensions of the Project or on any other project. Additionally, any reuse or distribution of such documents without written verification or adaptation by TBG for the specific purpose intended (for which Client shall pay TBG compensation at mutually agreed rates) will be at Client's sole risk and without liability or legal exposure to TBG, or TBG's independent professional associates or consultants.

CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS TBG, ITS INDEPENDENT PROFESSIONAL ASSOCIATES AND CONSULTANTS, FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, FEES, LOSSES, CLAIMS, DEMANDS, LIABILITIES, SUITS, REGULATORY OR OTHER ACTIONS, AND DAMAGES, WHATSOEVER, ARISING OUT OF OR RESULTING FROM SUCH UNAUTHORIZED USE OR DISTRIBUTION.

Revised Project Budget

If the Project budget defined by the Scope of Services is increased or decreased by more than ten percent (10%) after the Schematic Design task, the time and effort required to redesign the Project within the new budget will be considered Additional Services to the Agreement. TBG does not guarantee the accuracy of estimates of cost and Client agrees TBG does not have control over the cost of labor, material, equipment, or services furnished by others, market conditions, or contractors' methods of determining prices or performing the work.

Statements and Payment

Fees for professional services and reimbursable expenses will be invoiced to Client monthly based on the percentage of the work completed for each task. A task-by-task description of work performed will be submitted with each invoice, at Client's request. Payment is due on or before 30 days from the date of the invoice. Client agrees to pay invoices or their undisputed portions on or before the due date. TBG reserves the right to suspend services in the event that invoices exceeding a total amount of \$5,000 remain unpaid for more than thirty (30) days, regardless of the reason.

In the event TBG's invoices are given to an attorney for collection or should TBG seek collection through any form of judicial process, Client shall pay all costs of collection, including but not limited to attorney's fees, expenses, and costs of court.

Suspension and Termination

Client may suspend or terminate the Agreement upon written notice to TBG, in which event, Client shall compensate TBG for all work performed by TBG prior to and including the date TBG receives written notice of said suspension or termination (the date of suspension/termination). TBG is not obligated to resume work following suspension of the work unless Client has paid all outstanding TBG invoices in full. **CLIENT AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD TBG HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM SUCH SUSPENSION.**

If Client terminates the Agreement and TBG's services do not continue through the completion of the Project for any reason, Client shall be permitted to use the Instruments of Service (including any electronic files) prepared by TBG and provided to Client, only under the following conditions:

CLIENT SHALL (AND SHALL REQUIRE ANY OTHER DESIGN PROFESSIONALS ENGAGED TO COMPLETE THE IMPROVEMENTS ON THE PROPERTY TO) RELEASE , INDEMNIFY, DEFEND AND HOLD HARMLESS TBG, ITS INDEPENDENT PROFESSIONAL ASSOCIATES, AND ITS CONSULTANTS FROM ANY AND ALL LOSSES, CLAIMS, EXPENSES OR LIABILITIES ARISING FROM (I) THE USE OF TBG'S INSTRUMENTS OF SERVICE AS MAY BE USED, REVISED AND/OR ALTERED AND (II) THE COMPLETION OF THE IMPROVEMENTS ON THE PROPERTY; AND

TBG and its Sub-Consultants have been paid in full for services, materials, expenses, and reimbursables provided through the date of termination. This event does not change the respective ownership and use rights of TBG and Client in the Instruments of Service that are otherwise set forth in the Agreement.

TBG may terminate the Agreement upon ten (10) days' written notice to Client after the occurrence of any of the following:

- Client's failure to pay TBG's invoices within thirty (30) days;
- Suspension of the Project for more than sixty (60) days;
- Client's material default of any terms of the Agreement; or
- Client's failure to execute the Agreement.

LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES

TBG will not be responsible for defects in the work designed or built by others, even to the extent used or relied upon by TBG in rendering its services. TBG will not be responsible for incidental, indirect, or consequential damages, either to Client or to other members of the Design Team and construction team including, without limitation damages for delay or for construction inefficiencies for any cause whatsoever, loss of use, loss of profits, loss of income and/or rent, loss of reputation, unrealized savings, rental expenses, or diminution of property value. In consideration of the nature of TBG's work and the relative risks involved, the parties agree that in no event shall TBG be liable for damages to client, its assignees, other consultants, the contractor and/or its subcontractors for any claims or damages in excess of the amount of the fees paid to TBG by client.

INDEMNIFICATION

CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD TBG AND ITS PRINCIPALS, REPRESENTATIVES, OWNERS, AGENTS, EMPLOYEES AND CONSULTANTS HARMLESS FOR ALL DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, ARISING FROM ANY INTENTIONAL OR NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF CLIENT AND/OR CLIENT'S OWNERS, PRINCIPALS, AGENTS, REPRESENTATIVES, EMPLOYEES, INDEPENDENT CONTRACTORS, AND CONSULTANTS, PERTAINING TO THIS AGREEMENT OR THE PROJECT.

Dispute Resolution

As a condition precedent to either the Client or TBG's filing of any claim in litigation, the President of TBG and Client shall meet within thirty (30) days of a request by either party to attempt to resolve the dispute. If any disputed issues remain, the parties agree that they must participate in nonbinding mediation before either party may institute any litigation or arbitration proceeding. In the event of a dispute, except as otherwise provided in this Agreement, neither TBG nor Client shall be entitled to an award of attorneys' fees. Venue for any dispute arising out of the services provided by TBG under the Agreement shall be in state court in Travis County, Texas. Any applicable statute of limitations shall commence to run, and any cause of action shall be deemed to have accrued, not later than the date of substantial completion of the Project on which TBG's services are provided.

Enforcement

The laws of the State of Texas shall govern the validity and interpretation of the Agreement. In the event any provision in the Agreement is found to be illegal or otherwise unenforceable, the unenforceable provision will be stricken and the remaining provisions shall continue in full force and effect as if the unenforceable provision were never included in the Agreement. Headings are for organizational purposes and may not reflect the full scope of the language that follows. The failure of a party to enforce any provision herein shall not waive that party's right to enforce the same provision or any other provision of the Agreement in the future.

Design-Build Projects Addendum

Client understands and acknowledges that as a method of delivery, Design-Build projects, which include any project or portion thereof for which the method of delivery consists of design and construction services provided under a single entity, present access, accountability, and timing complications related to TBG's Scope of Services; therefore, in consideration of this added risk and TBG's willingness to participate in a design-build method of delivery, Client acknowledges and agrees to the following additional terms with regard to Design-Build projects:

- TBG owes a duty only to Client under the Agreement, TBG's obligations do not flow to others with whom Client has contracted separately and there are no third-party beneficiaries to the Agreement;
- In advance of signing an agreement for services related to a design-build project, TBG will be provided, for review and consideration, the Prime Agreement between Owner and Design-Builder for the Project, as well as the Client's agreement for the design-build, if Client is not a party to the Prime Agreement. **IF TBG IS NOT PROVIDED THE PRIME AGREEMENT AND CLIENT'S AGREEMENT FOR THE**

DESIGN-BUILD, IF NOT THE PRIME AGREEMENT, IN ADVANCE OF TBG ENTERING INTO AN AGREEMENT FOR THE PROJECT WITH CLIENT, CLIENT AGREES TBG SHALL NOT BE LIABLE FOR COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED IN SAID AGREEMENTS AND CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD TBG HARMLESS FOR SAME;

- TBG will coordinate the work of it and its consultants with Client's other consultants but is not liable for the work of or delay caused by Design-Builder, Contractor, Subcontractors, other consultants, or any other party to the design-build team, or for any contractor's failure to perform its work in accordance with the contract documents or to begin construction before contract documents are complete;
- Client shall provide TBG complete information regarding TBG's portion of the work, and a schedule for TBG's work and allow TBG reasonable time to perform its work in coordination with other consultants on the Project. TBG is entitled to rely on the accuracy of the information provided by Client;
- Client will confer with TBG before issuing interpretations of TBG's documents and in determining whether construction performed based on TBG's documents is in general compliance with TBG's documents. If TBG is retained to provide construction administration responsibilities, any site observation reports generated by TBG, formal or informal, must be communicated promptly by Client to all members of the design-build team and to the project Owner.
- Nothing in the Prime Agreement or any downstream agreement shall be construed to transfer ownership of TBG's Instruments of Service to any party, as TBG maintains all common law, statutory and other reserved rights, including the copyright. As stated elsewhere in these Terms and Conditions, TBG grants only the limited, non-exclusive license to use the Instruments of Service provided to Client, in whatever format provided, for purposes of constructing, using, and maintaining only the Project that is the subject of the Agreement, and grants such license only on the condition that Client substantially performs its obligations under the Agreement, including prompt payment of all sums when due.
- Both TBG and Client agree not to assign the Agreement or any causes of action that arise under it without the express written consent of the other party.
- **INDEMNITY. CLIENT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TBG, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, MANAGERS, BENEFICIARIES, EMPLOYEES, AGENTS, MEMBERS PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, INSURERS, AND SURETIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, ACTUAL DAMAGES, LIENS, JUDGMENTS, AND COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION, COSTS OF DEFENSE, COURT OR ARBITRATION COSTS AND REASONABLE ATTORNEY'S FEES AND EXPENSES), TO THE EXTENT SUCH CLAIM CONFLICTS WITH THE CONDITIONS, RIGHTS, AND OBLIGATIONS STATED IN THE DESIGN-BUILD ADDENDUM, INCLUDING CLAIMS RELATED TO TBG'S OWN NEGLIGENT OR INTENTIONAL ACTS, IN WHOLE OR IN PART.**

Attachment: Roller Town Entertainment District_2019-10-28 (Roller Town Entertainment District)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Swapna Konda, Engineer
 CC: Kim Brawner, Director of Engineering
 Date: November 12, 2019
 Re:

Action Requested:

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)

Background Information:

The City of Celina executed a Contract Manager at Risk Agreement (CMAR) with AUI Partners, LLC on August 8, 2018 to provide services for Old Celina Park expansion. The CMAR will serve as an independent contractor who works directly for the City of Celina as a construction manager to maximize the city's effort and will serve as the day-to-day manager of the project.

This Guaranteed Maximum Price (GMP) amendment includes the cost of the site utility work for Old Celina Park. The site work includes all underground utilities, driveways, concession building, parking lot, 4-plex, soccer fields, lighting, landscaping and franchise work.

The current GMP is \$13,200,690.00 which includes 5% Owner Contingency (\$485,834.00), 5% Contractor Contingency (\$485,834.00) and alternates #1,#2 & #6

Board Review/Citizen Input:

N/A

Alternatives:

The City could choose to not proceed with the project.

Financial Considerations:

The cost of this construction will be funded from the 2019 Bonds.

Legal Review:

Staff is utilizing standard AIA construction documents.

Supporting Documents:

Letter of recommendation
 GMP Amendment

Staff Recommendation:

Staff recommends approval of the GMP.



LANDSCAPE ARCHITECTS / PLANNERS

November 5, 2019

Ms. Kimberly Brawner
 Director of Engineering
 City of Celina
 142 N. Ohio Street
 Celina, Texas 75009

Dear Ms. Brawner:

On October 28, 2019, AUI General Contractors received bids for the Old Celina Park Phase II Park Improvements.

Based on the plans and specifications, the design process and meetings with Dunkin Sims Stoffels, Inc., AUI and The City of Celina Staff we are recommending the following Guaranteed Maximum Price (GMP) for The Old Celina Park Phase II Park Improvements.

TOTAL BASE BID:	\$ 11,918,924.00
<u>Recommended Alternates</u>	
Alternate #1 – Soccer Field Lighting:	\$1,426,617.00
Alternate #2 – Shade Structure:	\$414,090.00
Alternate #6 – Field Turf System in lieu of Base Bid Turf System:	<u>(\$558,941.00)</u>
Final GMP Total:	\$13,200,690.00

Please find the attached Detailed Bid Analysis for your review. We will be available at the November 11, 2019 City Council Meeting to answer any questions regarding this process.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Sims".

Dennis Sims, RLA
 Principal

Attachment: Letter of recommendation (Old Celina Park Expansion)



13600 Heritage Pkwy, Suite 150
Fort Worth, Texas 76177
P 817.926.4377 F 817.926.6416

November 1, 2019

Old Celina Park Expansion GMP Budget Summary

Earthwork: \$952,836.00

- Clearing & Grubbing
- Demolition of Existing Drives
- Cut/Fill
- Excavation
- Export Excess Dirt
- Re-Spread Topsoil
- Field Prep – 15 ft Moisture Conditioning
- Building Pad Prep – 11 ft Moisture Conditioning
- Erosion Control
- Termite Control
- Traffic Control

Utilities: \$1,387,000.00

- Water
 - 18 inch
 - 6 inch
 - 2 inch Poly
 - Irrigation Service
 - Fire Hydrants
- Sewer
 - 8 inch
 - Bore w/Steel Casing
 - Building Service – 6 inch
 - Manholes
 - Tie-ins
- Storm Drain
 - RCP (72", 54", 48", 45", 36", 30", 27", 24", 18")
 - Grate Inlets
 - Junction Box
 - Double Curb Inlet
 - Quad Inlet Structure
 - Headwalls

Pavement Markings: \$10,130.00

- Parking Lot Striping
- Fire Lane Striping
- Crosswalk Hatching
- H/C Striping & Signs
- Wheelstops
- Powerwashing

Fencing: \$265,935.00

- Backstop
- Dugout Frame & Fence
- Field Fence

Attachment: Letter of recommendation (Old Celina Park Expansion)

- Slats at Outfield Wall Only	
- Yellow Rail Cap	
Landscape:	\$584,912.00
- Common Area Sod	
- Plantings	
- Soccer Field Sod	
- Trees	
- Irrigation System w/pump	
- Site Furnishing	
Ball Fields:	\$1,882,153.00
- Drainage System	
- Gravel Base	
- Cushdrain System	
- Turf	
Athletic Equipment:	\$32,511.00
- Foul Poles	
- Bases	
- Pitching Rubbers	
- Player Benches	
Concrete:	\$1,870,673.00
- Parking Lot Paving	
- Sidewalks	
- ADA Ramps	
- Concrete Retaining Walls	
- Plaza Paving	
o Includes Concrete for Bleachers	
o Includes Stamped & Stained Concrete	
- Backstop Beam and Field Mow Edge	
- Building Foundation:	
o Grade Beams	
o Piers	
o Slab	
- Light Pole Bases	
- Entry Arch Footings	
- Asphalt Paving	
Masonry:	\$340,930.00
o CMU	
o Stone Veneer	
o Cast Stone	
o Glass Block	
o Rigid Insulation	
o Rebar	
o Stone Veener at Retaining Walls	
Steel Framing:	\$264,385.00
o Includes Site Handrails and Guardrails – powder coated	
o Beams	
o Columns	
o Anchor Bolts	
o Lintels/Angles	

○ Support Framing ○ Erection ○ Drive Entry Arches ○ Walk Entry Arches ○ Ornamental Fencing	
Bleacher Seating:	\$53,530.00
- Stadium Seating w/Cupholders	
Wood Framing:	\$95,250.00
○ Wood Trusses ○ Plywood Decking ○ Soffits ○ Trim/Fascia ○ T1-11 Ceiling	
Roofing:	\$33,600.00
- Metal Roofing at Concession	
Sealants:	\$66,328.00
- Building Sealants	
- Site Sealants (Paving/Sidewalks)	
- Sealed Concrete	
Doors, Frames & Hardware:	\$13,765.00
- Concessions Bldg Doors	
Coiling Doors:	\$10,798.00
- Concessions Coiling Shutter	
- Storage OH Door	
Painting:	\$18,710.00
- Bldg Walls	
- T1-11 Ceilings	
- Exposed Structure	
Misc:	\$48,502.00
○ Concrete Counters ○ FECs ○ Partitions & Accessories ○ Pass Thru Window ○ Mesh Screen at Comm Rm ○ Lay In Tile Ceilings ○ Bldg Signs ○ Celina Logo Signs	
Plumbing:	\$113,750.00
○ Underground ○ Fixtures ○ Drains ○ Water Heater ○ Grease Trap w/Sample Well ○ Drinking Fountain ○ Hose Bids	
HVAC:	\$72,399.00
○ Exhaust Fans ○ Louvers ○ Split Systems	

○ Unit Heaters ○ Condensate Drains ○ Test & Balance	
Electrical:	\$1,337,964.00
○ Building Wiring ○ Fixtures ○ Panels & Switchgear ○ Site Electrical ○ Site Lighting ○ Musco Lighting ○ Comm/Security Conduits	
Communications/Security:	\$110,624.00
- Data Infrastructure - Security Cameras - Cabling/Terminations	
	Subtotal: \$9,716,685.00
Contractor Contingency (5%):	\$485,834.00
Owner Contingency (5%):	\$485,834.00
Materials Testing Allowance:	\$80,000.00
General Conditions:	\$357,500.00
Insurance (1%):	\$110,459.00
Fee & OH (4.5%):	\$502,034.00
Bond (1.5%):	\$174,875.00
	Total: \$11,918,924.00

Accepted Alternates

Alternate #1 – Soccer Field Lighting:	\$1,426,617.00
Alternate #2 – Shade Structures:	\$414,090.00
Alternate #6 – Field Turf System in Lieu of Base Bid Turf System:	(\$558,941.00)

Final GMP Total: \$13,200,690.00

Attachment: Letter of recommendation (Old Celina Park Expansion)

Alternates Available for Acceptance at a Later Date

Alternate #3 – Scoreboards:	\$99,484.00
Alternate #4 – Soccer Trails:	\$130,408.00
Alternate #5 – Nature Trails:	\$132,106.00
Alternate #10 – 30mil Barrier in Lieu of Moisture Conditioning:	(\$308,107.00)

Sincerely,
AUI Partners, LLC.



Dustin Stiffler
President

Attachment: Letter of recommendation (Old Celina Park Expansion)



AIA® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Old Celina Park Expansion
12670 FM 428
Celina, Texas 75009

THE OWNER:

(Name, legal status and address)

City of Celina, Texas
City Hall
142 North Ohio Street
Celina, Texas 75009

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

AUI Partners, LLC A Texas Limited Liability Company
13600 Heritage Parkway, Suite 150
Fort Worth, Texas 76177

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirteen Million Two Hundred Thousand Six Hundred Ninety Dollars and Zero Cents (\$ 13,200,690.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

See Attached Exhibit A-1 - Old Celina Park Expansion GMP Budget Summary dated November 1, 2019 which is attached hereto and incorporated herein by reference.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Attachment: GMP Amendment (Old Celina Park Expansion)

Accepted Alternates:

Alternate #1 – Soccer Field Lighting – \$1,426,617.00

Alternate #2 – Shade Structures – \$414,090.00

Alternate #6 – Field Turf System in Lieu of Base Bid Turf System - (\$558,941.00)

Alternates Available for Acceptance at a Later Date (and that are not included in the GMP):

Alternate #3 – Scoreboards – \$99,484.00

Alternate #4 – Soccer Trails – \$130,408.00

Alternate #5 – Nature Trails – \$132,106.00

Alternate #10 – 30mil Barrier in Lieu of Moisture Conditioning – (\$308,107.00)

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price (\$0.00)
Contractor Contingency (5%):	\$485,834.00
Owner Contingency (5%):	\$485,834.00
Materials Testing Allowance:	\$80,000.00

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attached Exhibit A-2 - Old Celina Park Expansion GMP Qualifications and Exclusions dated November 1, 2019 which is attached hereto and incorporated herein by reference.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:*(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)*

See Attached Exhibit A-3 – Specifications for Old Celina Park Phase II (Table of Contents for reference purposes).

Section	Title	Date	Pages
---------	-------	------	-------

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:*(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)*

See Attached Exhibits A-4 – Index of Drawing Sheets Old Celina Park - Phase II (Index of Drawing Sheets for reference purposes)

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:*(List any other documents or information here, or refer to an exhibit attached to this Agreement.)***ARTICLE A.2****§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:**

Init.

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Charles Plumhoff Chief Financial Officer
(Printed name and title)

Attachment: GMP Amendment (Old Celina Park Expansion)

Init.

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User Notes:

(1699243637)

Additions and Deletions Report for AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:53:14 ET on 11/05/2019.

PAGE 1

Old Celina Park Expansion
12670 FM 428
Celina, Texas 75009

...

City of Celina, Texas
City Hall
142 North Ohio Street
Celina, Texas 75009

...

AUI Partners, LLC A Texas Limited Liability Company
13600 Heritage Parkway, Suite 150
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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirteen Million Two Hundred Thousand Six Hundred Ninety Dollars and Zero Cents (\$ 13,200,690.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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PAGE 2

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...

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User Notes:

(1699243637)

Packet Pg. 344

Attachment: GMP Amendment (Old Celina Park Expansion)

<u>Contractor Contingency (5%):</u>	<u>\$485,834.00</u>
<u>Owner Contingency (5%):</u>	<u>\$485,834.00</u>
<u>Materials Testing Allowance:</u>	<u>\$80,000.00</u>

...

See Attached Exhibit A-2 - Old Celina Park Expansion GMP Qualifications and Exclusions dated November 1, 2019 which is attached hereto and incorporated herein by reference.

...

See Attached Exhibit A-3 – Specifications for Old Celina Park Phase II (Table of Contents for reference purposes).

...

See Attached Exhibits A-4 – Index of Drawing Sheets Old Celina Park - Phase II (Index of Drawing Sheets for reference purposes)

PAGE 3

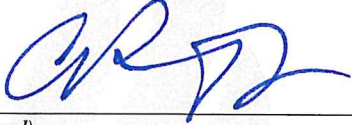
Charles Plumhoff Chief Financial Officer

Attachment: GMP Amendment (Old Celina Park Expansion)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:53:14 ET on 11/05/2019 under Order No. 1164790814 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

Attachment: GMP Amendment (Old Celina Park Expansion)

Exhibit A-1



13600 Heritage Pkwy, Suite 150
 Fort Worth, Texas 76177
 P 817.926.4377 F 817.926.6416

November 1, 2019

Old Celina Park Expansion GMP Budget Summary

Earthwork: \$952,836.00

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Attachment: GMP Amendment (Old Celina Park Expansion)

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- Yellow Rail Cap	
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General Conditions:	\$357,500.00
Insurance (1%):	\$110,459.00
Fee & OH (4.5%):	\$502,034.00
Bond (1.5%):	\$174,875.00
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Attachment: GMP Amendment (Old Celina Park Expansion)

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Alternate #10 – 30mil Barrier in Lieu of Moisture Conditioning:	(\$308,107.00)

Sincerely,
AUI Partners, LLC.



Dustin Stiffler
President

Attachment: GMP Amendment (Old Celina Park Expansion)



13600 Heritage Pkwy – Suite 150, Fort Worth, Texas 76177
P 817.926.4377 F 817.926.6416

11/1/19

Old Celina Park Expansion Guaranteed Maximum Price Qualifications and Exclusions

We are pleased to offer the following qualifications and exclusions to our proposal for the Old Celina Park Expansion project:

Qualifications:

1. Guaranteed Maximum Price is based on acceptance of the following Alternates:
#1 – Soccer Field Lighting
#2 – Shade Structures
#3 – Field Turf System in lieu of Base Bid System
2. An allowance of \$80,000 is included for Material Testing.
3. Owner's Contingency in the amount of \$485,834 is included.
4. Contractor's Contingency in the amount of \$485,834 is included.
5. GMP is based on contract drawings prepared by Dunkin Sims Stoffels Inc. titled "Bid Set" dated 10/14/2019.
6. GMP is based on contract project manual prepared by Dunkin Sims Stoffels Inc. dated 10/14/2019.
7. Payment and Performance Bonds are included.

Exclusions:

1. Permit fees and impact fees of any kind.
2. Franchise utility fees of any kind.
3. Rock excavation and trenching.
4. Removal of asbestos or hazardous materials.
5. TxDOT work/requirements.
6. Fire Alarm System.
7. Fire Sprinkler System.
8. Sales Tax.

Please let me know if you have any questions.

Sincerely,
Dustin Stiffler
Dustin Stiffler
President

Exhibit A-3

Specifications
for
Old Celina Park Phase II
City of Celina, Texas

TABLE OF CONTENTS**DIVISION 0 -- BIDDING AND CONTRACT REQUIREMENTS**

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- 01370 - Schedule of Values
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Attachment: GMP Amendment (Old Celina Park Expansion)

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- 07 2600 - Vapor Barriers and Retarders – Below Slab (Architectural)
- 07 2726 - Fluid-Applied Air and Water-Resistant Barrier System (Architectural)
- 07 2800 - Weather Barrier (Architectural)
- 07 4113 - Metal Roof Panels (Architectural)
- 07 6200 - Sheet Metal Flashing and Trim (Architectural)
- 07 7200 - Roof Accessories (Architectural)
- 07 8443 - Joint Firestopping (Architectural)
- 07 9200 - Joint Sealers (Architectural)
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- 10 2813 - Toilet Accessories (Architectural)
- 10 4413 - Fire Extinguishers and Cabinets (Architectural)
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- 32 1116 - Chemical Treated Subgrade (Architectural)

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- ❖ **PLEASE NOTE (ARCHITECTURAL) – REFER TO CONSTRUCTION DRAWINGS FOR ALL MECHANICAL, ELECTRICAL & PLUMBING SPECIFICATIONS.**

END OF TABLE OF CONTENTS

PROJECT MANUAL FOR

CITY OF CELINA
THE OLD CELINA PARK
PHASE II
CELINA, TEXAS



Project No. 1692-18
October 11, 2019

**BID SET
(CONCESSIONS BUILDING ONLY)**



A handwritten signature in black ink that reads "Alan R. Magee".

10/11/2019

MAGEE ARCHITECTS, L.P.
2824 West 7th Street
Fort Worth, TX 76107
817.731.9392 voice
817.731.9397 fax
e-mail: amagee@magee-architects.com
www.magee-architects.com
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Attachment: GMP Amendment (Old Celina Park Expansion)

The Old Celina Park – Phase II
Celina, Texas

**DOCUMENT 00 0110
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*** Note: See Separate Dunkin Sims Stoffels, Inc. Construction Bid Manual for Contracting Requirements**

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01 7900 – Demonstration and Training

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DIVISION 03 - CONCRETE

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03 2000 - Concrete Reinforcing
03 3000 - Cast-in-place Concrete
03 3518 – Integrally Colored Concrete

DIVISION 04 - MASONRY

Section 04 4200 – Unit Masonry
04 4250 – Stone Cladding
04 4300 – Glass Unit Masonry
04 7200 – Cast Stone Masonry

DIVISION 05 - METALS

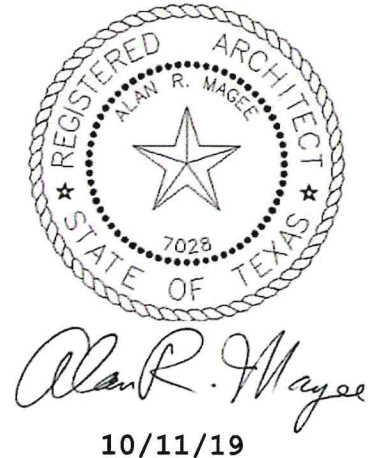
Section 05 1200 - Structural Steel Framing
05 4000 - Cold-formed Metal Framing
05 5000 - Metal Fabrications

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

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Section 07 1110 - Dampproofing
07 1313 - Bituminous Sheet Waterproofing
07 1900 - Water Repellents



Attachment: GMP Amendment (Old Celina Park Expansion)

The Old Celina Park – Phase II
Celina, Texas

07 2113 - Board Insulation
07 2115 – Batt Insulation
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07 2726 – Fluid-Applied Air and Water-Resistant Barrier System
07 2800 - Weather Barrier
07 4113 – Metal Roof Panels
07 6200 - Sheet Metal Flashing and Trim
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07 8443 – Joint Firestopping
07 9200 - Joint Sealers
07 9500 – Expansion Control



Alan R. Magee

10/11/19

DIVISION 08 - OPENINGS

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08 3350 – Coiling Counter Doors
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09 9100 – Painting

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DIVISION 12 through 30 - Not used.

DIVISION 31 - EARTHWORK

Section 31 3116 - Termite Control
31 3213 - Chemical Soil Stabilization

00 0110- 2

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Attachment: GMP Amendment (Old Celina Park Expansion)

The Old Celina Park – Phase II
Celina, Texas

31 6329 - Drilled Concrete Piers

DIVISION 32 - EXTERIOR IMPROVEMENTS

Section 32 1116 - Chemical Treated Subgrade

DIVISION 33 through 49 - Not used.

- ❖ **PLEASE NOTE – REFER TO CONSTRUCTION DRAWINGS FOR ALL MECHANICAL, ELECTRICAL & PLUMBING SPECIFICATIONS.**

END OF TABLE OF CONTENTS



Alan R. Magee

10/11/19

Attachment: GMP Amendment (Old Celina Park Expansion)

Exhibit A-4

The Old Celina Park – Phase II
Celina, Texas

**SECTION 00 0115
INDEX OF DRAWING SHEETS**

1.01 RELATIONSHIP OF DOCUMENTS

- A. The following is a list of drawings for the Architectural, Structural and MEP Set of documents dated September 20, 2019 as noted within and shall become part of the contract documents.

1.02 LIST OF DRAWING SHEETS

DRAWING NO. DRAWING TITLE

ARCHITECTURAL

A000	Building Code Data
A001	Texas Accessibility Standards
A002	Texas Accessibility Standards
A003	Room Finish, Door and Fixture Schedules
A004	Door Details
A101	Floor Plan
A102	Roof Plan
A201	Exterior Elevations
A301	Restroom Plan and Toilet Elevations
A401	Reflected Ceiling Plan
A501	Wall Sections
A502	Wall Sections
A503	Wall Sections
A504	Wall Sections

STRUCTURAL

S001	General Notes, Design Criteria & Material Specifications
S101	Foundation Plan, Sections and Details
S102	Roof Framing Plan, Sections and Details
S401	Foundation Sections and Details
S402	Roof Framing and Masonry Sections and Details

MECHANICAL

M100	Mechanical Notes and Symbols
M101	Floor Plan – HVAC
M201	Mechanical Details
M301	Mechanical Schedules

ELECTRICAL

E100	Electrical Notes and Symbols
E101	Floor Plan – Lighting
E102	Floor Plan – Power
E201	Electrical Details
E301	Electrical Schedules

PLUMBING

P100	Plumbing Notes and Symbols
P101	Floor Plan – Plumbing
P102	Roof Plan - Plumbing
P201	Plumbing Details
P301	Plumbing Schedules

END OF SECTION



AIA® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Old Celina Park Expansion
12670 FM 428
Celina, Texas 75009

THE OWNER:

(Name, legal status and address)

City of Celina, Texas
City Hall
142 North Ohio Street
Celina, Texas 75009

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

AUI Partners, LLC A Texas Limited Liability Company
13600 Heritage Parkway, Suite 150
Fort Worth, Texas 76177

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirteen Million Two Hundred Thousand Six Hundred Ninety Dollars and Zero Cents (\$ 13,200,690.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

See Attached Exhibit A-1 - Old Celina Park Expansion GMP Budget Summary dated November 1, 2019 which is attached hereto and incorporated herein by reference.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Attachment: GMP Ammdement(R Revised) (Old Celina Park Expansion)

Accepted Alternates:

Alternate #1 – Soccer Field Lighting – \$1,426,617.00

Alternate #2 – Shade Structures – \$414,090.00

Alternate #6 – Field Turf System in Lieu of Base Bid Turf System - (\$558,941.00)

Alternates Available for Acceptance at a Later Date (and that are not included in the GMP):

Alternate #3 – Scoreboards – \$99,484.00

Alternate #4 – Soccer Trails – \$130,408.00

Alternate #5 – Nature Trails – \$132,106.00

Alternate #10 – 30mil Barrier in Lieu of Moisture Conditioning – (\$308,107.00)

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price (\$0.00)
Contractor Contingency (5%):	\$485,834.00
Owner Contingency (5%):	\$485,834.00
Materials Testing Allowance:	\$80,000.00

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attached Exhibit A-2 - Old Celina Park Expansion GMP Qualifications and Exclusions dated November 1, 2019 which is attached hereto and incorporated herein by reference.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:*(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)*

See Attached Exhibit A-3 – Specifications for Old Celina Park Phase II (Table of Contents for reference purposes).

Section	Title	Date	Pages
---------	-------	------	-------

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:*(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)*

See Attached Exhibits A-4 – Index of Drawing Sheets Old Celina Park - Phase II (Index of Drawing Sheets for reference purposes)

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:*(List any other documents or information here, or refer to an exhibit attached to this Agreement.)***ARTICLE A.2****§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:**

July 15, 2021

Init.

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User Notes:

(726353492)

Attachment: GMP Ammdement(R Revised) (Old Celina Park Expansion)



OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Charles Plumhoff Chief Financial Officer
(Printed name and title)

Attachment: GMP Ammdendment(Revised) (Old Celina Park Expansion)

Init.

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User Notes:

(1699243637)

Additions and Deletions Report for AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:53:14 ET on 11/05/2019.

PAGE 1

Old Celina Park Expansion
12670 FM 428
Celina, Texas 75009

...

City of Celina, Texas
City Hall
142 North Ohio Street
Celina, Texas 75009

...

AUI Partners, LLC A Texas Limited Liability Company
13600 Heritage Parkway, Suite 150
Fort Worth, Texas 76177

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirteen Million Two Hundred Thousand Six Hundred Ninety Dollars and Zero Cents (\$ 13,200,690.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See Attached Exhibit A-1 - Old Celina Park Expansion GMP Budget Summary dated November 1, 2019 which is attached hereto and incorporated herein by reference.

PAGE 2

Accepted Alternates:

Alternate #1 – Soccer Field Lighting – \$1,426,617.00

Alternate #2 – Shade Structures – \$414,090.00

Alternate #6 – Field Turf System in Lieu of Base Bid Turf System - (\$558,941.00)

Alternates Available for Acceptance at a Later Date (and that are not included in the GMP):

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Alternate #4 – Soccer Trails – \$130,408.00

Alternate #5 – Nature Trails – \$132,106.00

Alternate #10 – 30mil Barrier in Lieu of Moisture Conditioning – (\$308,107.00)

...

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User Notes:

(1699243637)

Packet Pg. 366

Attachment: GMP Ammdementment(Revised) (Old Celina Park Expansion)

<u>Contractor Contingency (5%):</u>	<u>\$485,834.00</u>
<u>Owner Contingency (5%):</u>	<u>\$485,834.00</u>
<u>Materials Testing Allowance:</u>	<u>\$80,000.00</u>

...

See Attached Exhibit A-2 - Old Celina Park Expansion GMP Qualifications and Exclusions dated November 1, 2019 which is attached hereto and incorporated herein by reference.

...

See Attached Exhibit A-3 – Specifications for Old Celina Park Phase II (Table of Contents for reference purposes).

...

See Attached Exhibits A-4 – Index of Drawing Sheets Old Celina Park - Phase II (Index of Drawing Sheets for reference purposes)

...

July 15, 2021
PAGE 3

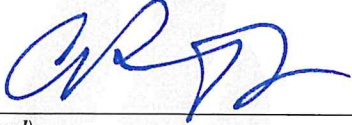
Charles Plumhoff Chief Financial Officer

Attachment: GMP Ammdendment(Revised) (Old Celina Park Expansion)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:53:14 ET on 11/05/2019 under Order No. 1164790814 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

Attachment: GMP Ammdendment(Revised) (Old Celina Park Expansion)

Exhibit A-1



13600 Heritage Pkwy, Suite 150
 Fort Worth, Texas 76177
 P 817.926.4377 F 817.926.6416

November 1, 2019

Old Celina Park Expansion GMP Budget Summary

Earthwork: \$952,836.00

- Clearing & Grubbing
- Demolition of Existing Drives
- Cut/Fill
- Excavation
- Export Excess Dirt
- Re-Spread Topsoil
- Field Prep – 15 ft Moisture Conditioning
- Building Pad Prep – 11 ft Moisture Conditioning
- Erosion Control
- Termite Control
- Traffic Control

Utilities: \$1,387,000.00

- Water
 - 18 inch
 - 6 inch
 - 2 inch Poly
 - Irrigation Service
 - Fire Hydrants
- Sewer
 - 8 inch
 - Bore w/Steel Casing
 - Building Service – 6 inch
 - Manholes
 - Tie-ins
- Storm Drain
 - RCP (72", 54", 48", 45", 36", 30", 27", 24", 18")
 - Grate Inlets
 - Junction Box
 - Double Curb Inlet
 - Quad Inlet Structure
 - Headwalls

Pavement Markings: \$10,130.00

- Parking Lot Striping
- Fire Lane Striping
- Crosswalk Hatching
- H/C Striping & Signs
- Wheelstops
- Powerwashing

Fencing: \$265,935.00

- Backstop
- Dugout Frame & Fence
- Field Fence

Attachment: GMP Ammdendment(Revised) (Old Celina Park Expansion)

- Slats at Outfield Wall Only	
- Yellow Rail Cap	
Landscape:	\$584,912.00
- Common Area Sod	
- Plantings	
- Soccer Field Sod	
- Trees	
- Irrigation System w/pump	
- Site Furnishing	
Ball Fields:	\$1,882,153.00
- Drainage System	
- Gravel Base	
- Cushdrain System	
- Turf	
Athletic Equipment:	\$32,511.00
- Foul Poles	
- Bases	
- Pitching Rubbers	
- Player Benches	
Concrete:	\$1,870,673.00
- Parking Lot Paving	
- Sidewalks	
- ADA Ramps	
- Concrete Retaining Walls	
- Plaza Paving	
o Includes Concrete for Bleachers	
o Includes Stamped & Stained Concrete	
- Backstop Beam and Field Mow Edge	
- Building Foundation:	
o Grade Beams	
o Piers	
o Slab	
- Light Pole Bases	
- Entry Arch Footings	
- Asphalt Paving	
Masonry:	\$340,930.00
o CMU	
o Stone Veneer	
o Cast Stone	
o Glass Block	
o Rigid Insulation	
o Rebar	
o Stone Veener at Retaining Walls	
Steel Framing:	\$264,385.00
o Includes Site Handrails and Guardrails – powder coated	
o Beams	
o Columns	
o Anchor Bolts	
o Lintels/Angles	

○ Support Framing ○ Erection ○ Drive Entry Arches ○ Walk Entry Arches ○ Ornamental Fencing	
Bleacher Seating:	\$53,530.00
- Stadium Seating w/Cupholders	
Wood Framing:	\$95,250.00
○ Wood Trusses ○ Plywood Decking ○ Soffits ○ Trim/Fascia ○ T1-11 Ceiling	
Roofing:	\$33,600.00
- Metal Roofing at Concession	
Sealants:	\$66,328.00
- Building Sealants	
- Site Sealants (Paving/Sidewalks)	
- Sealed Concrete	
Doors, Frames & Hardware:	\$13,765.00
- Concessions Bldg Doors	
Coiling Doors:	\$10,798.00
- Concessions Coiling Shutter	
- Storage OH Door	
Painting:	\$18,710.00
- Bldg Walls	
- T1-11 Ceilings	
- Exposed Structure	
Misc:	\$48,502.00
○ Concrete Counters ○ FECs ○ Partitions & Accessories ○ Pass Thru Window ○ Mesh Screen at Comm Rm ○ Lay In Tile Ceilings ○ Bldg Signs ○ Celina Logo Signs	
Plumbing:	\$113,750.00
○ Underground ○ Fixtures ○ Drains ○ Water Heater ○ Grease Trap w/Sample Well ○ Drinking Fountain ○ Hose Bids	
HVAC:	\$72,399.00
○ Exhaust Fans ○ Louvers ○ Split Systems	

○ Unit Heaters ○ Condensate Drains ○ Test & Balance	
Electrical:	\$1,337,964.00
○ Building Wiring ○ Fixtures ○ Panels & Switchgear ○ Site Electrical ○ Site Lighting ○ Musco Lighting ○ Comm/Security Conduits	
Communications/Security:	\$110,624.00
- Data Infrastructure - Security Cameras - Cabling/Terminations	
Subtotal:	\$9,716,685.00
Contractor Contingency (5%):	\$485,834.00
Owner Contingency (5%):	\$485,834.00
Materials Testing Allowance:	\$80,000.00
General Conditions:	\$357,500.00
Insurance (1%):	\$110,459.00
Fee & OH (4.5%):	\$502,034.00
Bond (1.5%):	\$174,875.00
Total:	\$11,918,924.00

Accepted Alternates

Alternate #1 – Soccer Field Lighting:	\$1,426,617.00
Alternate #2 – Shade Structures:	\$414,090.00
Alternate #6 – Field Turf System in Lieu of Base Bid Turf System:	(\$558,941.00)

Final GMP Total: \$13,200,690.00

Attachment: GMP Ammdendment(Revised) (Old Celina Park Expansion)

Alternates Available for Acceptance at a Later Date

Alternate #3 – Scoreboards:	\$99,484.00
Alternate #4 – Soccer Trails:	\$130,408.00
Alternate #5 – Nature Trails:	\$132,106.00
Alternate #10 – 30mil Barrier in Lieu of Moisture Conditioning:	(\$308,107.00)

Sincerely,
AUI Partners, LLC.



Dustin Stiffler
President

Attachment: GMP Ammdendment(Revised) (Old Celina Park Expansion)



13600 Heritage Pkwy – Suite 150, Fort Worth, Texas 76177
P 817.926.4377 F 817.926.6416

11/1/19

Old Celina Park Expansion Guaranteed Maximum Price Qualifications and Exclusions

We are pleased to offer the following qualifications and exclusions to our proposal for the Old Celina Park Expansion project:

Qualifications:

1. Guaranteed Maximum Price is based on acceptance of the following Alternates:
#1 – Soccer Field Lighting
#2 – Shade Structures
#3 – Field Turf System in lieu of Base Bid System
2. An allowance of \$80,000 is included for Material Testing.
3. Owner's Contingency in the amount of \$485,834 is included.
4. Contractor's Contingency in the amount of \$485,834 is included.
5. GMP is based on contract drawings prepared by Dunkin Sims Stoffels Inc. titled "Bid Set" dated 10/14/2019.
6. GMP is based on contract project manual prepared by Dunkin Sims Stoffels Inc. dated 10/14/2019.
7. Payment and Performance Bonds are included.

Exclusions:

1. Permit fees and impact fees of any kind.
2. Franchise utility fees of any kind.
3. Rock excavation and trenching.
4. Removal of asbestos or hazardous materials.
5. TxDOT work/requirements.
6. Fire Alarm System.
7. Fire Sprinkler System.
8. Sales Tax.

Please let me know if you have any questions.

Sincerely,
Dustin Stiffler
Dustin Stiffler
President

Exhibit A-3

Specifications
for
Old Celina Park Phase II
City of Celina, Texas

TABLE OF CONTENTS**DIVISION 0 -- BIDDING AND CONTRACT REQUIREMENTS**

- 00020 - Advertisement for Proposals
- 00300 - Alternates and Unit Listing

DIVISION 1 -- GENERAL REQUIREMENTS

- 01010 - Summary of Work
- 01020 - Allowances
- 01045 - Cutting and Patching
- 01077 - Reference Standards
- 01150 - Measurement and Payment
- 01200 - Project Meetings
- 01 2100 - Allowances (Architectural)
- 01 2200 - Unit Prices (Architectural)
- 01 2300 - Alternates (Architectural)
- 01310 - Construction Schedules
- 01340 - Shop Drawings, Product Data and Samples
- 01370 - Schedule of Values
- 01 4000 - Quality Requirements (Architectural)
- 01410 - Testing Laboratory Services
- 01500 - Temporary Facilities and Controls
- 01532 - Tree and Plant Protection
- 01580 - Project Identification & Signage
- 01 6000 - Product Requirements (Architectural)
- 01630 - Substitutions
- 01 6400 - Owner Furnished Contractor Installed Products (OFCL) (Architectural)
- 01700 - Projects Closeout
- 01710 - Cleaning Up
- 01720 - Project Record Documents
- 01730 - Trench Safety
- 01 7330 - Cutting and Patching (Architectural)
- 01740 - Operation and Maintenance Data
- 01750 - Storm Water Pollution Prevention Plan
- 01 7900 - Demonstration and Training (Architectural)

DIVISION 2 -- SITE WORK

- 02100 - Site Preparation
- 02201 - Earthwork - Site
- 02211 - Fine Grading
- 02226 - Excavating, Backfilling, and Compacting for Paving
- 02835 - Galvanized Chain Link Fencing
- 02840 - Vinyl Coated Chain Link Fencing
- 02930 - Turf Establishment
- 02950 - Landscape Planting
- 02 4120 - Selective Demolition (Architectural)



Attachment: GMP Ammdndment(Revised) (Old Celina Park Expansion)

DIVISION 3 -- CONCRETE

- 03 1000 - Concrete Forming (Architectural)
- 03101 - Concrete Form Work (Site)
- 03 2000 - Concrete Reinforcing (Architectural)
- 03201 - Concrete Reinforcement (Site)
- 03 3000 - Cast-in-Place Concrete (Architectural)
- 03301 - Cast-In-Place Concrete (Site)
- 03351 - Concrete Finishing and Curing (Site)
- 03 3518 - Integrally Colored Concrete (Architectural)

DIVISION 4 -- MASONRY

- 04 4200 - Unit Masonry (Architectural)
- 04 4250 - Stone Cladding (Architectural)
- 04 4300 - Glass Unit Masonry (Architectural)
- 04 7200 - Cast Stone Masonry (Architectural)

DIVISION 5 -- METALS

- 05 1200 - Structural Steel Framing (Architectural)
- 05 4000 - Cold-formed Metal Framing (Architectural)
- 05 5000 - Metal Fabrications (Architectural)

DIVISION 6 -- WOOD, PLASTICS, AND COMPOSITES

- 06 1000 - Rough Carpentry (Architectural)
- 06 1600 - Gypsum Sheathing (Architectural)
- 06 1753 - Shop Fabricated Wood Trusses (Architectural)

DIVISION 7 -- THERMAL AND MOISTURE PROTECTION

- 07 1110 - Dampproofing (Architectural)
- 07 1313 - Bituminous Sheet Waterproofing (Architectural)
- 07 1900 - Water Repellents (Architectural)
- 07 2113 - Board Insulation (Architectural)
- 07 2115 - Batt Insulation (Architectural)
- 07 2600 - Vapor Barriers and Retarders – Below Slab (Architectural)
- 07 2726 - Fluid-Applied Air and Water-Resistant Barrier System (Architectural)
- 07 2800 - Weather Barrier (Architectural)
- 07 4113 - Metal Roof Panels (Architectural)
- 07 6200 - Sheet Metal Flashing and Trim (Architectural)
- 07 7200 - Roof Accessories (Architectural)
- 07 8443 - Joint Firestopping (Architectural)
- 07 9200 - Joint Sealers (Architectural)
- 07 9500 - Expansion Control (Architectural)

DIVISION 8 -- OPENINGS

- 08 1113 - Hollow Metal Doors and Frames (Architectural)
- 08 3100 - Access Doors and Panels (Architectural)
- 08 3323 - Overhead Coiling Doors (Architectural)
- 08 3350 - Coiling Counter Doors (Architectural)
- 08 5619 - Pass-Thru Windows (Architectural)
- 08 7100 - Door Hardware (Architectural)

- 08 8000 - Glazing (Architectural)
- 08 9100 - Louvers and Vents (Architectural)

DIVISION 9 -- FINISHES

- 09 2900 - Gypsum Board Assemblies (Architectural)
- 09 5100 - Suspended Acoustical Ceilings (Architectural)
- 09 9100 - Painting (Architectural)

DIVISION 10 -- SPECIALTIES

- 10 1123 - Bulletin Boards (Architectural)
- 10 1400 - Identifying Devices (Architectural)
- 10 2117 - Plastic Toilet Compartments (HDPE) (Architectural)
- 10 2213 - Wire Mesh Partitions (Architectural)
- 10 2813 - Toilet Accessories (Architectural)
- 10 4413 - Fire Extinguishers and Cabinets (Architectural)
- 10 9900 - Miscellaneous Specialties (Architectural)

DIVISION 11 -- EQUIPMENT

- 11 3100 - Appliances (Architectural)
- 11 4000 - Concessions Fixtures and Equipment (Architectural)

DIVISION 12 through 15 – Not Used

DIVISION 16 – SITE ELECTRICAL

- 16010 - General Requirements for Electrical Work
- 16111 - Raceways and Fittings
- 16112 - Surface Raceways
- 16120 - Wire and Cable
- 16130 - Boxes
- 16141 - Wiring Devices
- 16160 - Cabinets and Enclosures
- 16195 - Electrical Identification
- 16450 - Grounding and Bonding
- 16461 - Transformers
- 16471 - Panelboards
- 16485 - Contactors
- 16491 - Disconnect Switches
- 16503 - Poles and Standards
- 16510 - Site Lighting Fixtures

DIVISION 17 through 26 – Not Used

DIVISION 27 – TELECOMMUNICATION

- 270000 - Communications
- 270526 - Grounding and Bonding for Communication Systems
- 270528 - Pathways for Communication Systems
- 270543 - Underground Ducts and Raceways for Communication Systems
- 271100 - Communications Room Fittings
- 271500 - Communications Horizontal Cabling

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

- 280000 - Electronic Security
- 281000 - Access Control and Intrusion Detection
- 282300 - Video Surveillance

DIVISION 29 through 30 – Not Used

DIVISION 31 – EARTHWORK

- 31 3116 - Termite Control (Architectural)
- 31 3213 - Chemical Soil Stabilization (Architectural)
- 31 6329 - Drilled Concrete Piers (Architectural)

DIVISION 32 – EXTERIOR IMPROVEMENTS

- 32 1116 - Chemical Treated Subgrade (Architectural)

DIVISION 33 through 49 – Not Used

- ❖ **PLEASE NOTE (ARCHITECTURAL) – REFER TO CONSTRUCTION DRAWINGS FOR ALL MECHANICAL, ELECTRICAL & PLUMBING SPECIFICATIONS.**

END OF TABLE OF CONTENTS

PROJECT MANUAL FOR

CITY OF CELINA
THE OLD CELINA PARK
PHASE II
CELINA, TEXAS



Project No. 1692-18
October 11, 2019

**BID SET
(CONCESSIONS BUILDING ONLY)**



A handwritten signature in cursive script that reads "Alan R. Magee".

10/11/2019

MAGEE ARCHITECTS, L.P.
2824 West 7th Street
Fort Worth, TX 76107
817.731.9392 voice
817.731.9397 fax
e-mail: amagee@magee-architects.com
www.magee-architects.com
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Attachment: GMP Ammdendment(Revised) (Old Celina Park Expansion)

The Old Celina Park – Phase II
Celina, Texas

**DOCUMENT 00 0110
TABLE OF CONTENTS**

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

*** Note: See Separate Dunkin Sims Stoffels, Inc. Construction Bid Manual for Contracting Requirements**

Section 00 0115 – Index of Drawing Sheets

DIVISION 01 - GENERAL REQUIREMENTS

Section 01 2100 - Allowances
01 2200 - Unit Prices
01 2300 - Alternates
01 4000 – Quality Requirements
01 6000 - Product Requirements
01 6400 – Owner Furnished Contractor Installed Products (OFCI)
01 7330 – Cutting and Patching
01 7900 – Demonstration and Training

DIVISION 02 - EXISTING CONDITIONS

Section 02 4120 - Selective Demolition

DIVISION 03 - CONCRETE

Section 03 1000 - Concrete Forming
03 2000 - Concrete Reinforcing
03 3000 - Cast-in-place Concrete
03 3518 – Integrally Colored Concrete

DIVISION 04 - MASONRY

Section 04 4200 – Unit Masonry
04 4250 – Stone Cladding
04 4300 – Glass Unit Masonry
04 7200 – Cast Stone Masonry

DIVISION 05 - METALS

Section 05 1200 - Structural Steel Framing
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05 5000 - Metal Fabrications

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

Section 06 1000 - Rough Carpentry
06 1600 – Gypsum Sheathing
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DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 07 1110 - Dampproofing
07 1313 - Bituminous Sheet Waterproofing
07 1900 - Water Repellents



10/11/19

Attachment: GMP Ammdndment(Revised) (Old Celina Park Expansion)

The Old Celina Park – Phase II
Celina, Texas

07 2113 - Board Insulation
07 2115 – Batt Insulation
07 2600 - Vapor Barriers and Retarders - Below Slab
07 2726 – Fluid-Applied Air and Water-Resistant Barrier System
07 2800 - Weather Barrier
07 4113 – Metal Roof Panels
07 6200 - Sheet Metal Flashing and Trim
07 7200 – Roof Accessories
07 8443 – Joint Firestopping
07 9200 - Joint Sealers
07 9500 – Expansion Control



Alan R. Magee
10/11/19

DIVISION 08 - OPENINGS

Section 08 1113 - Hollow Metal Doors and Frames
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08 7100 - Door Hardware
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10 4413 - Fire Extinguishers and Cabinets
10 9900 – Miscellaneous Specialties

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Section 11 3100 – Appliances
11 4000 – Concessions Fixtures and Equipment

DIVISION 12 through 30 - Not used.

DIVISION 31 - EARTHWORK

Section 31 3116 - Termite Control
31 3213 - Chemical Soil Stabilization

The Old Celina Park – Phase II
Celina, Texas

31 6329 - Drilled Concrete Piers

DIVISION 32 - EXTERIOR IMPROVEMENTS

Section 32 1116 - Chemical Treated Subgrade

DIVISION 33 through 49 - Not used.

- ❖ **PLEASE NOTE – REFER TO CONSTRUCTION DRAWINGS FOR ALL MECHANICAL, ELECTRICAL & PLUMBING SPECIFICATIONS.**

END OF TABLE OF CONTENTS



Alan R. Magee

10/11/19

Attachment: GMP Ammdendment(Revised) (Old Celina Park Expansion)

Exhibit A-4

The Old Celina Park – Phase II
Celina, Texas

**SECTION 00 0115
INDEX OF DRAWING SHEETS**

1.01 RELATIONSHIP OF DOCUMENTS

- A. The following is a list of drawings for the Architectural, Structural and MEP Set of documents dated September 20, 2019 as noted within and shall become part of the contract documents.

1.02 LIST OF DRAWING SHEETS

DRAWING NO. DRAWING TITLE

ARCHITECTURAL

A000	Building Code Data
A001	Texas Accessibility Standards
A002	Texas Accessibility Standards
A003	Room Finish, Door and Fixture Schedules
A004	Door Details
A101	Floor Plan
A102	Roof Plan
A201	Exterior Elevations
A301	Restroom Plan and Toilet Elevations
A401	Reflected Ceiling Plan
A501	Wall Sections
A502	Wall Sections
A503	Wall Sections
A504	Wall Sections

STRUCTURAL

S001	General Notes, Design Criteria & Material Specifications
S101	Foundation Plan, Sections and Details
S102	Roof Framing Plan, Sections and Details
S401	Foundation Sections and Details
S402	Roof Framing and Masonry Sections and Details

MECHANICAL

M100	Mechanical Notes and Symbols
M101	Floor Plan – HVAC
M201	Mechanical Details
M301	Mechanical Schedules

ELECTRICAL

E100	Electrical Notes and Symbols
E101	Floor Plan – Lighting
E102	Floor Plan – Power
E201	Electrical Details
E301	Electrical Schedules

PLUMBING

P100	Plumbing Notes and Symbols
P101	Floor Plan – Plumbing
P102	Roof Plan - Plumbing
P201	Plumbing Details
P301	Plumbing Schedules

END OF SECTION



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
Date: November 12, 2019
Re: 2019-2020 Collin County Bond Resolution

Action Requested:

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).

Background Information:

The City of Celina is submitting an application for the 2019 Collin County Bond Project to construct Choate Parkway from the Outer Loop to Kinship Parkway. The 2019/2020 Collin County Bond program Call for Projects is for the construction of roadways that are shown on the Collin County Thoroughfare Plan. Currently, the proposed bond program provides for reimbursements based on the City's population. Because of the Celina's population, the City of Celina will be eligible for a 70/30 match with Collin County providing funding for 70% of the total estimated project cost of \$6,000,000.

Choate Parkway will be designed as a four lane (future six lane) roadway. The project will include lighting, landscaping, and irrigation; however, these elements will not be eligible for County reimbursement

Board Review/Citizen Input:

N/A

Alternatives:

Council could chose to direct staff to not proceed.

Financial Considerations:

The city will apply for approximately \$3.7 million in bond funds. The remainder of the construction cost is expected to come from a combination of Roadway Impact Fees, Roadway Capital Fees, and bond funds.

Legal Review:

Standard Resolution language utilized. No legal review required.

Supporting Documents:

Resolution

Staff Recommendation:

Staff recommends approval of Resolution

CITY OF CELINA, TEXAS

RESOLUTION NO. XXXXX

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.

WHEREAS, the County of Collin, Texas has released the 2018 Bond Program's 2019/20 Collin County Thoroughfare Call for City Projects Program; and

WHEREAS, the City of Celina desires to submit an application for grant funds from said program; and

WHEREAS, the said program requires City Council of the City of Celina authorization of the proposed project; and

WHEREAS, the applicant will enter into a grant agreement with the County of Collin, Texas to complete the project if awarded grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

1. Certifies that the City Council of the City of Celina has reviewed and supports the proposed project; and
2. Certifies that the City of Celina has sufficient funds available to provide the amount of funding specified as matching funds contributions; and
3. Certifies that the City Council of the City of Celina approves the proposed project.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of November, 2019.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney



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: November 12, 2019
Re: Old Celina Agreement

Action Requested:

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)

Background Information:

Agreement with Old Celina, LTD for ROW dedication and infrastructure.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed this agreement.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.

AFTER RECORDING PLEASE RETURN TO:

City of Celina
Attention: Vicki Faulkner, City Secretary
302 W. Walnut Street
Celina, Texas 75009

**AGREEMENT BETWEEN THE CITY OF CELINA, TEXAS
AND
THE PROPERTY OWNER**

This Agreement (the “Agreement”) is made and entered into as of this ____ day of _____, 2019, by and between the **CITY OF CELINA, TEXAS**, a general law municipality (“Celina”), and **OLD CELINA, LTD.** (the “Property Owner”), on the terms and conditions hereinafter set forth.

WHEREAS, the Property Owner owns approximately 369.8143 acres of land, more or less, in the City of Celina, Collin County, Texas, which will be subject to impact fees in the future (as more particularly described hereinafter as the “Subject Property”); and

WHEREAS, Celina is conducting an analysis of its long-term requirements for thoroughfares; and

WHEREAS, the City commissioned such study for the purpose of determining the impact of future development on its roadway infrastructure; and

WHEREAS, such study shall serve as the basis for assessing future thoroughfare impact fees; and

WHEREAS, the Property Owner desires to fulfill a portion of its obligation to pay future thoroughfare impact fees, as prescribed in any Impact Fee Ordinance approved by the City Council of Celina and uniformly applied throughout Celina, by dedicating right-of-way for the Dallas North Tollway to Collin County; and

WHEREAS, Celina and the Property Owner agree that the Property Owner, for the benefit of the Subject Property, may fulfill all or any portion of the obligation to pay thoroughfare impact fees under the Impact Fee Ordinance (or any other Celina) in the manner set forth below.

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth in this Agreement, the receipt of which are hereby acknowledged, Celina and the Property Owner agree as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is that certain 369.8146 acres of land, more or less, situated in the Henry Bentley Survey, Abstract No. 124, the George Wiley Survey, Abstract, No. 988, the Samuel McCullough Survey, Abstract No. 593 and the Collin County School Land Survey, Abstract No. 167 in Collin County, Texas, and more particularly depicted and described in the tracts of land on **Exhibit “A”** attached hereto and

incorporated herein for all purposes (the “Subject Property”). The Property Owner represents that it is the sole owner of the Subject Property.

2. Right-of-Way Dedication for the Dallas North Tollway. Upon execution of this Agreement, the Property Owner agrees to dedicate to Collin County approximately 24.3 acres of land, more or less, of the Subject Property, as right-of-way needed for that portion of the Dallas North Tollway adjacent to the Subject Property, as more particularly depicted and described in **Exhibit “B”** and **Exhibit “C”**, respectively, attached hereto and incorporated herein for all purposes (the “Right-of-Way”). For the purposes of this Agreement the terms “thoroughfare fee,” “thoroughfare impact fee,” and “impact fee” shall mean and include any charges or exactions related to roadways. The Right-of-Way shall be dedicated by Special Warranty Deed in the form set forth in **Exhibit “D”**, attached hereto and incorporated herein for all purposes.

3. Construction of Phase 4B of the Future Dallas North Tollway. In consideration for Celina obtaining the Right-of-Way as set forth herein, Collin County has agreed to construct, at its sole cost and expense, the Dallas North Tollway Extension from F.M. 428, which is located at a point approximately 7,200 ft. east of the common border between Collin and Denton Counties (the “County Line”), said centerline then curving to the west, then northwest toward the County Line to a northern terminus at the junction of the County Line and the southern boundary of Grayson County, located within a portion of the Right-of-Way, as more particularly depicted on **Exhibit “B”**, attached hereto and incorporated herein for all purposes (the “Road Construction”).

4. Failure to Complete Road Construction. Should the Property Owner enter into a reversionary agreement with Collin County regarding, in any way, the Road Construction, and any portion of the Right-of-Way transferred by the Property Owner to Collin County revert to the Property Owner, the Subject Property and the Property Owner shall, upon such reversion, be subject to all ordinances, rules and regulations of Celina, as they exist, may be amended or hereafter adopted, including but not limited to, the Impact Fee Ordinance, and any Credits (as hereinafter defined) provided pursuant to this Agreement shall, without notice and/or other action of Celina, be immediately rescinded in an amount proportional to the percentage of the Right-of-Way that reverts and the corresponding portion of the Credits shall become null and void as if never granted as set forth in this Agreement.

5. Credits for Thoroughfare Impact Fees. Subject to the fulfillment of all of the obligations in this Agreement, the Subject Property is eligible for credits for/against future thoroughfare impact fees, under the Impact Fee Ordinance, in the amount of Five and No/100 US Dollars (\$5.00) per sq. ft. of the Right-of-Way dedicated pursuant to this Agreement for a total of Five Million Two Hundred Ninety-Two Thousand Five Hundred Forty and No/100 US Dollars (\$5,292,540.00) (the “Credits”). In the event the amount of future thoroughfare impact fees due on the Subject Property does not exceed the Credits allowed above, the Credits authorized in this Agreement are not transferable to other property or for credit for other impact fees due on the Subject Property. Otherwise, the thoroughfare impact fees due on the Subject Property will be paid according to the Impact Fee Ordinance, as amended.

6. Limitations of Agreement. Celina and the Property Owner acknowledge and agree this Agreement is limited to the obligations created by Celina's future Impact Fee Ordinance for thoroughfare impact fees only. Celina ordinances covering impact fees for sanitary sewer and water, property taxes, park dedication and/or payment in lieu of dedication of land, utility rates and the like are not affected by this Agreement, except to the extent specified in paragraph 5 above. Further this Agreement does not waive or limit any of the obligations of the Property Owner to Celina under any other ordinance, whether now existing or in the future arising.

7. No Right-of-Way Reimbursement from TIRZ or MMD. To the extent the Property Owner is able to use the Credits to offset and satisfy thoroughfare impact fees due on the Subject Property, the Property Owner shall not additionally request or accept reimbursement from either Old Celina Municipal Management District No. 1, formed pursuant to Chapter 3919, Texas Special District Local Laws Code (the "MMD"), or Reinvestment Zone Number Five, City of Celina, formed pursuant to City Ordinance No. 2016-16 (the "TIRZ"), for the value of Right-of-Way contributed under this Agreement. To the extent the Property Owner is unable in whole or part to use the Credits granted under this Agreement to offset and satisfy thoroughfare impact fees due on the Subject Property (the "Unused Credits"), the Property Owner may claim reimbursement from the MMD or TIRZ for the value of Right-of-Way contributed under this Agreement in an amount not to exceed the Unused Credits unless prohibited by applicable law or agreements, without regard to this Agreement.

8. Default. In the event the Property Owner fails to dedicate the Right-of-Way to Collin County, Celina shall have the following remedies, in addition to Celina's other rights and remedies:

- a. to refuse to issue building permits for the Subject Property; and/or
- b. to file this instrument in the county land records as a lien and/or encumbrance; and/or
- c. to rescind the Credits for future thoroughfare impact fees described herein; and/or
- d. to specific enforcement of this Agreement.

In the event Celina fails to comply with the terms and conditions of this Agreement, the Property Owner or any successor owner of the Subject Property may seek specific enforcement of this Agreement or mandamus as its exclusive remedies. For purposes of enforcing this Agreement, Celina waives its immunity from suit.

89. Covenant Running with Land. This Agreement shall be a covenant running with the land and shall be recorded in the real property records of Collin County, Texas.

910. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or

be delivering the same in person to such party via a hand-delivered service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to the Property Owner, to:	Old Celina, Ltd. c/o Rex Glendenning 12400 Preston Road, Suite 100 Frisco, Texas 75033
-------------------------------	---

Attachment: 2015.006.016a - Old Celina - City of Celina Agmt - Draft - 11.4.19 (002) (003)-c (Old Celina Agreement)

If to Celina, to:

City Administrator
City of Celina
302 W. Walnut Street
Celina, Texas 75009

10. Miscellaneous.

- a. Except as provided for in this Agreement, the parties agree that the Property Owner shall be subject to all other ordinances of Celina, including, without limitation, all other provisions of the Impact Fee Ordinance, whether now existing or in the future arising.
- b. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.
- c. This Agreement shall be liberally construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.
- d. The parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed, execute this Agreement.
- e. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- f. The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- g. This Agreement shall be binding in accordance with its terms upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein. This Agreement may be assigned to any successor owner of the Subject Property, whether one or more, without consent. Otherwise, this Agreement is not assignable without the prior written consent of Celina.
- h. In case 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 any other provision

thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- i. Each signatory represents that this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- j. All conveyances required by this Agreement will be free and clear of any and all monetary liens and encumbrances.
- k. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.
- l. All construction, as applicable, shall be in accordance with applicable ordinances of Celina, as they exist, may be amended or in the future arising.
- m. The Property Owner's rights in and to the Credits, upon and subject to the terms of this Agreement, have fully vested.
- n. The parties agree that Celina has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

CITY OF CELINA, TEXAS

By: _____
 Name: _____
 Title: _____

Dated: _____

ATTEST:

 Vicki Faulkner, City Secretary

STATE OF TEXAS §
 COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said State on this day personally appeared _____, the _____ of the City of Celina, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me, that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated on behalf of the City of Celina, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2019.

 Notary Public in and for the State of Texas

 Notary's Printed Name:

My Commission Expires: _____

PROPERTY OWNER:**OLD CELINA, LTD.**

By: Rex Management, LLC,
its General Partner

By: _____
Name: Rex Glendenning, President

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said State on this day personally appeared Rex Glendenning, the President of Rex Management, LLC, the General Partner of Old Celina, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me, that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated on behalf of the companies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2019.

Notary Public in and for the State of Texas

Notary's Printed Name:

My Commission Expires: _____

Attachment: 2015.006.016a - Old Celina - City of Celina Agmt - Draft - 11.4.19 (002) (003)-c (Old Celina Agreement)

EXHIBIT A

Graphic Legal Description of Subject Property

(see attached Survey Plat)

TRACT 1 (99.028 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2002-0098688, Deed Records, Collin County, Texas and being more particularly described as follows:

Being a tract of land situated on the Henry Bentley Survey, Abstract No. 124, Collin County, Texas, and also being all of a 52.807 acre tract and a 46.4818 acre tract conveyed to Douglas Barker d/b/a/ Barker Brothers Land Cattle Company as recorded in Volume 1343, page 599 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found for corner at the northeast corner of said 46.4818 acre tract, said iron rod also being in the south right-of-way line of FM 455 (a 90' ROW);

THENCE South 01 degrees 04 minutes 43 seconds East a distance of 2150.13 feet to a 1/2 inch iron rod found for corner;

THENCE South 00 degrees 43 minutes 32 seconds East a distance of 1605.62 feet to a 1/2 inch iron rod found for corner in the north line of 73.558 acre tract as recorded in Volume 3965, Page 2169, D.R.C.C.T.;

THENCE South 88 degrees 18 minutes 39 seconds West following the north line of said 73.558 acres a distance of 824.02 feet to 2 inch iron pipe found for corner at the northeast corner of said 73.558 acre tract;

THENCE South 88 degrees 30 minutes 52 seconds West a distance of 2900.39 feet to wood fence post in the creek for corner;

THENCE North 00 degrees 59 minutes 11 seconds West a distance of 421.72 feet to 1/2 inch iron rod found for corner at the southwest corner of a 75.0307 acre tract as recorded in County Clerk No. 94-0092806 of Collin County, Texas;

THENCE North 87 degrees 43 minutes 39 seconds East following the south line of said 75.0307 acre tract a distance of 2922.26 feet to a 1 inch iron pipe found for corner at an ell corner of said 75.0307 acre tract;

THENCE North 00 degrees 48 minutes 41 seconds West following the east line of said 75.0307 acre tract a distance of 3339.14 feet to a 60d nail found for corner in County Road No. 8;

THENCE North 88 degrees 19 minutes 00 seconds East following said County Road No. 8 a distance of 75.37 feet to a 60d nail found for corner in the south ROW line of said FM No. 455, said 60d nail also being in a curve to the left with a chord bearing of South 80 degrees 57 minutes 03 seconds East and a chord distance of 241.64 feet;

THENCE along said curve to the left following the south ROW line of said FM No. 455 through a central angle of 21 degrees 27 minutes 53 seconds a radius distance of 648.80 feet and an arc distance of 243.06 feet to a 1/2 inch iron rod set for corner;

THENCE North 88 degrees 19 minutes 00 seconds East following the south ROW line of FM No. 455 a distance of 483.09 feet to the POINT OF BEGINNING and containing 4,313,677 square feet or 99.028 acres of land, more or less.

TRACT 2 (93.523 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2002-0098684, Deed Records, Collin County, Texas and being more particularly described as follows:

SITUATED in Collin County, Texas, in the George Wiley Survey, Abstract No. 988, and the Samuel McCullough Survey, Abstract No. 593, being a resurvey of the 73.32 acre FIRST TRACT and the SECOND TRACT as described in a deed from Annie S. Yager to T.S. Yager, et al dated August 7, 1981, recorded in Volume 1421, Page 15 of the Collin County, Deed Records, being described by metes and bounds as follows:

BEGINNING at an iron pipe found in the north R.O.W. line of Farm Road No. 428, at the northeast corner of the 1.622 acres R.O.W., Ref. V. 491, P. 47, at the southwest corner of the Rex Glendenning 73.558 acres, Ref. V. 3968, P. 2169;

Thence westerly with said north R.O.W. line (the north line of said 1.622 acres) as follows:

South 89 degrees 05 minutes west, 17.5 feet;

South 88 degrees 43 minutes west, 1552.31 feet with said north R.O.W. line (the north line of said 1.622 acres) to an iron pin set at the northwest corner of said 1.622 acres, and at the southeast corner of the Robert L. King 86.849 acres, Ref. V. 1560, P. 259;

Thence north 0 degrees 43 minutes 22 seconds west, 2594.58 feet with the west line of said 73.32 acre tract and the east line of said 86.849 acre tract to an iron pin set at the northwest corner of said 73.32 acre tract and the northeast corner of said 86.849 acres, same being in the south line of the Douglas Parker 99.288 acres;

Thence north 88 degrees 40 minutes east, 1569.81 feet with the north line of said 73.32 acre tract and the north line of said SECOND TRACT and with the south line of said 99.288 acres to a 2" iron pipe found at the northeast corner of said SECOND TRACT and the northwest corner of said 73.558 acre tract;

Thence south 0 degrees 43 minutes 23 seconds east, 2596.06 feet with the east line of said SECOND TRACT and the west line of said 73.558 acre tract to the PLACE OF BEGINNING and containing 93.523 acres of land.

TRACT 3 (72.9923 ACRES):

That certain tract of land conveyed to Old Celina, Ltd. by deed recorded by Instrument Number 2002-0098682, Deed Records, Collin County, Texas and being more particularly described as follows:

BEING a tract of land situated in the Henry Bentley Survey, Abstract No. 124, Collin County, Texas, and being a portion of a 99.301 acre tract of land as conveyed to Russ W. Myers to 4M Development, Inc. as recorded in County Clerk's File No. 94-0092806, Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most northwest corner of said 99.301 acre tract, same being in an ell corner of County Road No. 8;

THENCE, along the west line of said 99.301 acre tract, same being the east line of a 36.92 acre tract as conveyed to George Menosky as recorded in Volume 1078, Page 7, Deed Records, Collin County, Texas, and the east line of a 2.589 acre tract as conveyed to Roscoe H. Brewer, as recorded in Volume 2139, page 221, Deed Records, Collin County, Texas, South 01 degrees 09 minutes 50 seconds East, a distance of 1003.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the POINT OF BEGINNING of the following described tract:

THENCE, along the south line of a 5.1038 acre tract conveyed to Darl Lynn Nigh and Frances Nigh, as recorded by County Clerk's File No. 96-0082006, Deed Records, Collin County, Texas, South 66 degrees 23 minutes 09 seconds East a distance of 470.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the South line of said 5.1038 acre tract, South 01 degrees 04 minutes 28 seconds East, a distance of 31.35 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along said South line, North 88 degrees 55 minutes 32 seconds East a distance of 366.53 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner on the West line of a 99.2888 acre tract of land conveyed to Douglas Barker, as recorded in Volume 1343, Page 599, Deed Records, Collin County, Texas;

THENCE, along said West line of a 99.2888 acre tract, South 00 degrees 46 minutes 58 seconds East a distance of 2,099.44 feet, to a 5/8 inch iron pipe found for the Southeast corner of said 99.301 acre tract and being an ell corner of said 99.2888 acre tract;

THENCE, along the North line of said 99.2888 acre tract, South 87 degrees 44 minutes 58 seconds West a distance of 2,922.24 feet, to a 1/2 inch iron rod found for corner;

THENCE, generally along a fence row, North 00 degrees 55 minutes 08 seconds West a distance of 788.48 feet, to a 1/2 inch iron rod found in the crotch of three large Hackberry trees at the junction of the evidence of an old North-South fence and evidence of an old fence from the East, and being on the South line of a 73.047 acre tract as conveyed to Douglas Barker, as recorded in Volume 1159, Page 423, Deed Records, Collin County, Texas;

THENCE, along the South line of said 73.047 acre tract, North 87 degrees 45 minutes 55 seconds East a distance of 2,144.18 feet, to a 5/8 inch iron rod found for the Southeast corner of said 73.047 acre tract;

THENCE, along the East line of said 73.047 acre tract, North 01 degrees 47 minutes 07 seconds West a distance of 437.83 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the East line of said 73.047 acre tract, North 01 degrees 09 minutes 50 seconds West a distance of 366.97 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southwest corner of a 5.0227 acre tract as conveyed to Robert Jake Jones and Virginia C. Jones;

THENCE, along the South line of said 5.0227 acre tract, North 88 degrees 55 minutes 32 seconds East a distance of 365.91 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southeast corner of said 5.0227 acre tract;

THENCE, along the East line of said 5.0227 acre tract, North 01 degrees 04 minutes 28 seconds West a distance of 438.70 feet, to the point of curvature of a curve to the left having a central angle of 65 degrees 18 minutes 41 seconds and a radius of 120.00 feet;

THENCE, continuing along said East line and said curve to the left, for an arc length of 136.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, along the North line of said 5.0227 acre tract, North 66 degrees 23 minutes 09 seconds West a distance of 326.99 feet, to the Northernmost corner of said 5.0227 acre tract;

THENCE, North 01 degrees 09 minutes 50 seconds West a distance of 66.08 feet, to the POINT OF BEGINNING and containing 72.9923 acres of land, more or less.

TRACT 4 (104.271 ACRES):

All that certain tract or parcel of land situated in Lot 4 of Subdivision 16 of the Collin County School Lands, Abstract Number 167, County of Collin, State of Texas, according to plat of the same recorded in volume 03 page 119 of the deed records of Collin County, Texas, said tract being all of a called 102.32 acre tract as described in deed to Dorothea Cornelius, Trustee, filed 24 April 2007, and recorded in county clerks number 07-000549110 of said deed records, said tract being the occupied tract on the ground, and being more fully described as follows:

BEGINNING for the southwest corner of the tract being described herein at a found 1/2 inch rebar, said rebar being the occupied southwest corner of said Cornelius tract, and said rebar

being the southeast corner of a called 1878.903 acre tract as described in deed to Talley Ranch Management Ltd. filed 06 December 2004, and recorded in county clerks number 04-156267 of the deed records of Denton County, Texas, and said rebar being an angle point in the north line of a called 744.7097 acre tract as described in deed to H. Buchanan Howard, filed 29 August 1994, and recorded in county clerks number 94-0080199 of said Collin County deed records, said rebar also being at the intersection of Collin County Road Number 8 from the east, Collin County Road Number 9 from the north and Mobberly Road from the west;

THENCE: North 00 degrees 44 minutes 59 seconds East, with the east line of said Talley Ranch tract, and with the center of said Collin County Road Number 9, a distance of 2655.70 feet to a set 60d nail for the occupied northwest corner of said Cornelius tract, same being the southwest corner of the Second Tract a called 55.57 acre tract as described in deed to Dorothy Rogers, filed 31 May 2005, and recorded in volume 5929 page 2934 of said Collin County deed records;

THENCE: North 89 degrees 42 minutes 21 seconds East, with the north line of said Cornelius tract, and with the south line of said Rogers tract, and passing at 15 feet a crosstie fence corner post on the east side of said Collin County Road Number 9, and continuing on said course and passing at 400 feet a wood fence post on the top of a Soil Conservation Dam, and continuing on said course, a total distance of 1691.60 feet to a crosstie fence corner post for the northeast corner of said Corneius (sp) tract, same being the northwest corner of the First Tract, a called 5.658 acre tract as described in deed to Bill O. Tallant et ux, Shirley J. Tallant, filed 25 May 1976, and recorded in volume 1001 page 700 of said Collin County deed records;

THENCE South 00 degrees 03 minutes 00 seconds West, with the east line of said Cornelius tract, and with the west line of said Tallant tract, and passing at 2648.74 feet to a found 1/2 inch rebar on the north side of said Collin County Road Number 8 being the southwest corner of said Tallant tract, and continuing on said course a total distance of 2663.84 feet to a set 1/2 inch steel square tubing for the occupied southeast corner of said Corneius (sp) tract, and said tubing being on the north line of said Howard tract, said tubing also being in the center of said Collin County Road Number 8;

THENCE: South 89 degrees 59 minutes 22 seconds West, with the north line of said Howard tract, and with the center of said Collin County Road Number 8, a distance of 1724.00 feet to the POINT OF BEGINNING and 104.271 acres of land.

EXHIBIT “B”

Attachment: 2015.006.016a - Old Celina - City of Celina Agmt - Draft - 11.4.19 (002) (003)-c (Old Celina Agreement)



EXHIBIT "C"

The Donated Property**Old Celina Parcel S**

The following is an office prepared legal description of a land parcel constituting the Donated Property to be dedicated to the North Texas Tollway Authority pursuant to the provisions of the Agreement to which this Exhibit A is appended. The following legal description has been derived from conceptual schematic planning designs and is subject to adjustment upon completion of geometrically controlled detailed engineering designs and ground surveys which will be collectively relied upon as the basis for the final legal description which will be included in Exhibit B upon the occasion of the execution of the deeds.

A variable-width parcel (Parcel S) having a four hundred foot (400-ft) maximum width wholly located within Collin County Abstract 988 (A-988) and Old Celina LTD Land Tract 1 (LT-1) being described as follows:

BEGINNING at point (a), the southwest corner of Parcel S, said point (a) being the point of intersection of the southern boundaries of Parcel S and LT-1 and the northern ROW line of FM 428 with the western boundary of Parcel S;

THENCE, departing point (a) and continuing northerly approximately 185-ft along and with the western boundary of Parcel S to point (b), the point of beginning of a northwesterly bearing approximate 2-degree circular curve arc to the left (the NW Curve) and continuing the western boundary of Parcel S to point (c), point (c) being the termination point of the said NW Curve and with point (c) also being the point of intersection of the NW curve with the western boundary of Parcel S lying on the common western boundary of A-988, the eastern boundary of Collin County Abstract A-168 (A-168) and the eastern boundary of a tract of land entitled to the King Family Trust (the King Tract);

THENCE, departing point (c) and continuing northerly approximately 780 ft along and with the western boundary of Parcel S, common with the western boundary of A-988, the eastern boundary of A-168, and the eastern boundary of the King Tract to point (d), with point (d) also being the northern point boundary of Parcel S;

THENCE, departing point (d), the northern corner and point boundary of Parcel S and continuing along and with a southeasterly bearing approximate 2-degree circular curve arc to the right (the SE Curve) and the eastern boundary of Parcel S to point (e), point (e) being the termination point of the said SE Curve, said point (e) being approximately 185-ft north of the common southern boundary of Parcel S and the northern ROW Line of FM 428;

THENCE, departing point (e) and continuing southerly along and with the eastern boundary of Parcel S approximately 185- ft to point (f), said point (f) being the point of intersection of the eastern boundary of Parcel S with the common southern boundaries of Parcel S and Lt-1 and with the northern ROW line of FM 428;

THENCE, departing point (f) and continuing approximately 400-ft along and with the common southern boundaries of Parcel S and LT-1 and with the northern ROW line of FM 428 to point (a), the POINT OF BEGINNING, containing 15.8 acres of land, more or less.

03-18-13

The Donated Property

Old Celina LTD Land Tract-2--Parcel M

The following is an office prepared legal description of a land parcel constituting the Donated Property to be dedicated to the North Texas Tollway Authority pursuant to the provisions of the Agreement to which this Exhibit A is appended. The following legal description has been derived from conceptual schematic planning designs and is subject to adjustment upon completion of geometrically controlled detailed engineering designs and ground surveys which will be collectively relied upon as the basis for the final legal description which will be included in Exhibit B upon the occasion of the execution of the deeds.

A variable-width parcel (Parcel M) wholly located within Collin County Abstract 124(A-124) and Old Celina LTD Land Tract 2 (LT-2), being described as follows:

BEGINNING at point (h), the northwest corner of Parcel M, located on the common western boundaries of Parcel M, LT-2, and A-124, on the northern boundary of Parcel M, and on the common eastern boundaries of Collin County Abstract A-168 (A-168) and a tract of land entitled to Godwin Investments LTD (Godwin); with point (h) also being the northern point boundary of Parcel M;

THENCE, departing point (h), the northwest corner of Parcel M, and continuing southeasterly along and with an approximate 2-degree circular curve arc to the right (Curve SE) and the northeastern boundary of Parcel M to point (g) on Curve SE, point (g) being the southeast corner of Parcel M, the eastern point boundary of Parcel M, and the point of intersection of the northeastern and southern boundaries of Parcel M, and also being located on the common southern boundaries of Parcel M and LT-2 and on the common northern boundaries of a tract of land entitled to King 428 Farms LTD/King Family Trust (King Farms) and Collin County Abstract 988 (A-988);

THENCE, departing point (g) and continuing westerly along and with the southern boundaries of Parcel M and LT-2 and the northern boundaries of King Farms and A-988 to point (k), point (k) being the southwest corner of Parcel M and of LT-2 located on the common southern boundaries of Parcel M and LT-2, on the common northern boundaries of King Farms and A-988, on the common western boundaries of Parcel M and LT-2, and on the common east boundaries of Godwin and A-168;

THENCE, departing point (k) and continuing northerly along and with the common western boundaries of Parcel M, LT-2, and A-124 and the eastern boundaries of Godwin and A-168 to point (h), the POINT OF BEGINNING, and containing 8.9 acres of land, more or less.

01-18-13

Attachment: 2015.006.016a - Old Celina - City of Celina Agmt - Draft - 11.4.19 (002) (003)-c (Old Celina Agreement)

The Donated Property

Old Celina LTD Parcel N

The following is an office prepared legal description of a land parcel constituting the Donated Property to be dedicated to the North Texas Tollway Authority pursuant to the provisions of the Agreement to which this Exhibit A is appended. The following legal description has been derived from conceptual schematic planning designs and is subject to adjustment upon completion of geometrically controlled detailed engineering designs and ground surveys which will be collectively relied upon as the basis for the final legal description which will be included in Exhibit B upon the occasion of the execution of the deeds.

A variable-width parcel (Parcel N) having a one hundred seventy-five foot (175-ft) maximum width wholly located within Collin County Abstract 168 (A-168) being described as follows:

BEGINNING at point (w), the southwest corner of the Parcel, point (w) being the point of intersection of the east ROW line of Collin County Road 9 (CCR 9) and the north ROW line of Collin County Road 8 (CCR 8);

THENCE, departing said point (w) and continuing northerly along and with the common east ROW line of CCR 9 and the western boundaries of Parcel N and Land Tract 3 (LT-3) approximately 2690-ft to point (x), point (x) being the northern point boundary of Parcel N and being on the east ROW line of CCR 9 at the point of intersection of the eastern ROW line of CCR 9 with the common northern boundary of a tract of land, LT-3, entitled to Old Celina LTD, and the southern boundary of a tract of land entitled to Dorothy J. Rodgers;

THENCE, departing said point (x) and continuing southeasterly to point (c), point (c) being approximately 2125-ft south of point (x) and approximately 75-ft east of the east ROW of CCR 9;

THENCE, departing point (c) and continuing along and with a southeasterly bearing approximate 2-degree circular curve arc to the left and the eastern boundary of Parcel N to point (z), said point (z) being on and being the point of intersection of the eastern boundary of Parcel N with the common southern boundaries of Parcel N and LT-3, and the northern ROW line of CCR 8th;

THENCE, departing said point (z) and continuing westerly along and with the common southern boundary of Parcel N, the northern ROW line of CCR 8, and the southern boundary of LT-3 approximately 175-ft to point (w), point (w) being the southwest corners of Parcel N and LT-3 and also being the point of intersection of the north ROW of CCR 8 with the east ROW line of CCR 9, the POINT OF BEGINNING, and containing 4.6 acres of land, more or less.

03-18-13

EXHIBIT "D"

THE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

**DALLAS NORTH TOLLWAY
SPECIAL WARRANTY DEED
WITH RESERVATIONS, RESTRICTIVE COVENANTS,
AND REVERTER PROVISIONS**

[DEED TO BE REVISED WHEN PROVISIONS OF AGREEMENT ARE FINALIZED]

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

THAT _____ (hereinafter called "Grantor," whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority and a political subdivision of the State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee all of those certain lots, tracts or parcels of land situated in Collin County, Texas, together with all improvements situated thereon and all rights, privileges and appurtenances thereto belonging (collectively, the "Property") described on Exhibit A- 1 and Exhibit A-2, attached hereto and hereby made a part hereof. The parcels described on Exhibit A-1 shall be referred to collectively as the "County Road Parcels" and the parcel described on Exhibit A- 2, being the North Texas Tollway Authority's Right-of-Way Parcel _____, shall be referred to as the "DNT Parcel."

It is acknowledged and agreed that Grantee is acquiring the Property for the potential construction, maintenance, repair, and operation thereon of certain street, road or highway improvements that may be located within the corridor ("Corridor") described on Attachment 1 attached to this Special Warranty Deed (the "Deed") and hereby made a part hereof. Such improvements may include (a) one or more dedicated all-weather asphalt roads (each, a "County Road") proposed to be constructed and operated by Collin County and/or a municipality having jurisdiction over such County Road, and/or (b) an extension of the controlled access toll turnpike project known as the Dallas North Tollway (said extension being referred to as "Phase 4B"), proposed to be constructed and operated by Grantee. The Phase 4B turnpike project may include the construction of turnpike lanes, service and frontage roads, approaches, interchanges, ramps, toll facilities, bridges, and buildings, all as defined in, permitted by, and in accordance with the provisions of Chapter 366 of the Texas Transportation Code, to all terms of which Chapter

reference is hereby made. The consideration exchanged between the parties hereto for the property interests acquired hereunder by Grantee shall be considered full compensation for such interests and for any severance damages, or any damages in the nature of damages to the remainder, or diminution in the value of, other lands belonging to Grantor, that may be claimed or asserted by virtue of such acquisition and use of the Property by Grantee, its successors or assigns, including, but not limited to, Collin County. This provision shall not be construed as any restraint on the right of Grantee to convey fee simple title to the Property. Notwithstanding the area and shape of the Property, this Special Warranty Deed shall be construed as conveying all rights and appurtenances incident to an ordinary conveyance of land.

If Phase 4B is constructed on all or any portion of the Property, Grantor shall have no direct access to the Dallas North Tollway or its ramps from Grantor's remaining land. Grantor shall have access to adjacent service roads, streets, or other rights-of-way only as determined by the appropriate county, municipality, or such other entity that exercises jurisdiction or control over said rights-of-way. Grantor shall have no greater right to use, or right of access to, the Dallas North Tollway than that of the general public.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever; and Grantor does hereby bind itself, its heirs, successors or assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

PROVIDED, HOWEVER, that this conveyance is made and accepted subject to the reservations and restrictions described below and to the title matters set forth on Exhibit B attached hereto and made a part hereof for all purposes.

PROVIDED, FURTHER, that notwithstanding the foregoing:

1. **Possibility of Reverter – County Road Parcels.** All right, title, and interest in and to the County Road Parcels, together with the right to immediate possession thereof, shall automatically revert to Grantor if by January 1, 2020, actual construction of a portion of the County Road is not commenced within the Corridor; actual construction shall include any of the following: clearing, grubbing, staking, excavating, fencing, or otherwise conducting visible activities on the land that are necessary or useful for the placement of the County Road on the land.

2. **Possibility of Reverter – DNT Parcel.** All right, title, and interest in and to the DNT Parcel and to the improvements thereon, together with the right to immediate possession thereof, shall automatically revert to Grantor if:

(a) by the nineteenth (19th) anniversary of the Deed Effective Date, Grantee's Board of Directors has not approved a program of financing and allocating funds required to complete the final design and commence construction of controlled-access toll lanes for an alignment of Phase 4B that includes the Property; or

(b) by the twentieth (20th) anniversary of the Deed Effective Date, actual construction of a portion of the Phase 4B toll lanes or appurtenant facilities, such as, but not limited to, ramps, toll gantries, and retaining walls, is not commenced within the Corridor; actual construction shall include any of the following: clearing, grubbing, staking, excavating, fencing, or otherwise conducting visible activities on the land that are necessary or useful for the placement of a the Phase 4B toll lanes or ancillary facilities on the land; or

(c) by sixth (6th) anniversary of the date construction of a portion of the Phase 4B toll lanes or appurtenances is commenced (which date, for ease of reference, shall be deemed to be the first date that the Grantee issues a notice to proceed under a construction contract for construction of the Phase 4B toll lanes), the Phase 4B toll lanes between F.M. 428 and F.M. 455 are not open to traffic; or

(d) the final plans for Phase 4B and the actual as-built construction of Phase 4B do not in all material respects fulfill the following conditions:

(I) an entrance ramp onto the northbound Phase 4B toll lanes from the northbound service road shall be situated not more than eleven hundred feet (1,100') north of FM 428; such distance shall be measured along the centerline of the Phase 4B toll lanes between (1) a point on said centerline that is located on a line perpendicular to the point of the striped gore nose separating said northbound entrance ramp from the northbound service road and (2) the intersection of said Phase 4B centerline and the centerline of FM 428 (said intersection being referred to as the "DNT/428 intersection," and said condition being referred to as "Ramp Condition 1"); and

(II) an exit ramp from the southbound Phase 4B toll lanes onto the southbound service road shall be situated not more than eleven hundred feet (1,100') north of FM 428; such distance shall be measured along the centerline of the Phase 4B toll lanes between (1) a point on said centerline that is located on a line perpendicular to the point of the striped gore nose separating said southbound exit ramp from the southbound service road and (2) the DNT/428 intersection; and

(III) except for the entrance ramp described as Ramp Condition 1, no entrance ramp onto the northbound Phase 4B toll lanes shall be located between FM 428 and County Road 8 ("CR 8")/Mobberly Road; and

(IV) an entrance ramp onto the northbound Phase 4B toll lanes from the northbound service road shall be situated not more than twelve hundred feet (1,200') north of CR 8/Mobberly Road; such distance shall be measured along the centerline of the Phase 4B toll lanes between (1) a point on said centerline that is located on a line perpendicular to the point of the striped gore nose separating said northbound entrance ramp from the northbound service road and (2) the intersection of said Phase 4B centerline and the centerline of CR 8/Mobberly Road (said intersection being referred to as the "DNT/CR 8 intersection"); and

(V) between CR 8 and the north boundary of the tract described on Exhibit A of this Agreement as "Old Celina LTD Land Tract 3," the east right-of-way line of the northbound Phase 4B service road will abut the west boundary of the remainder of said "Old Celina LTD Land Tract 3"; and

(VI) Phase 4B must include Texas U-turns for both the northbound and southbound service roads at both FM 428 and CR 8/Mobberly Road.

(e) All right, title, and interest in and to the Donated Property and to the improvements thereon, together with the right to immediate possession thereof, shall automatically revert to Owner if before construction of the County Road commences, the Authority, its successors or assigns, or any entity having power of eminent domain, initiates an action to condemn any of Owner's reversionary rights or interests retained under the Deed.

If title to any portion of the Property reverts to Grantor pursuant to the Deed provisions described above in sections 1 or 2, Grantor may request Grantee (or the then-owner of the affected portion of the Property, if not Grantee) to execute and deliver to Grantor a deed without warranty evidencing the reversion of such title to Grantor; and Grantee, or its successors and assigns as the owner of the Property, agrees to execute and deliver such deed without warranty to Grantor.

3. No Voluntary Encumbrances Before Construction.

(a) Until construction of a County Road commences, the Authority and its successors shall not voluntarily grant against the County Road Parcels any easement without first obtaining the Owner's written consent thereto. Provided, however, such prohibition shall not prohibit any easement, encumbrance or other interest that is required to be granted under applicable law or that otherwise arises by applicable law.

(b) Until construction commences on the Phase 4B toll lanes or appurtenant facilities, the Authority and its successors shall not voluntarily grant against the DNT Parcel any easement without first obtaining the Owner's written consent thereto. Provided, however, such prohibition shall not prohibit any easement, encumbrance or other interest that is required to be granted under applicable law or that otherwise arises by applicable law.

4. Reservation of Temporary Access Easement.

(a) Grantor reserves unto itself, its successors and assigns, a temporary access easement across the Property to provide access between the land adjacent to the Property that is described on Exhibit C attached hereto and made a part hereof and any public road that is now or in the future located on the Property. When construction of a County Road commences on the Property, the temporary access easement shall immediately terminate over the portion of the Property being used for construction of that County Road, including any portion to be used as staging or storage areas.

(b) When a notice to proceed is issued under a construction contract for the Phase 4B turnpike project toll lanes or appurtenant facilities, such as, but not limited to, ramps, toll gantries, and retaining walls, the temporary access easement shall immediately terminate (to the extent not previously terminated), with respect to any portion of the Property that is included within the projects limits of such construction contract or that is to be used as a staging or storage area for such construction. Said temporary access easement may be exercised only in the manner described below and subject to the following terms and conditions:

- Use of the temporary access easement for access to a public road shall be subject to the police powers of any municipal, county, or other governmental entity regulating access to that public road.
- Grantor, its successors and assigns, shall be entitled to construct temporary paving for a temporary access roadway on the Property during the term of the temporary access easement. Any temporary access roadway shall be constructed, operated, and maintained by Grantor consistent with generally accepted safety standards, reasonably determined by Grantee, necessary to ensure the safe and efficient construction and operation of other travel ways constructed within the Property and the safety and convenience of the traveling public. No crossing of or connection with any DNT toll lanes shall be permitted.
- Upon termination of the temporary access easement, Grantee and/or its successors or assigns as owner of any portion of the Property shall have the right to scrape, grade, and clear the Property of all improvements, without liability to Grantor or its successors and assigns. Grantor, its successors, and assigns, waive any cause of action or right to damages for the destruction of said improvements, or for any severance damages or other damages to, or diminution in value of, the Property or any remaining land owned by the Grantor, its successors, or assigns, resulting from said scraping, grading, and clearing.

5. **Reservation of Oil, Gas, and Certain Underground Water.** Grantor reserves to itself title to all oil, gas, and other minerals in and under the Property, except as otherwise provided in Section 4(b) regarding sulfur, stone, earth, gravel, caliche, iron ore, or any minerals that Grantee reasonably determines to be road-building materials (all of which are hereby conveyed to Grantee), and title to groundwater located at a depth of 3,000 feet or more beneath the surface of the Property, on the following terms and conditions:

- (a) Grantor waives of all rights to use the surface of the Property and all rights of ingress and egress over the surface of the Property for any purpose, including, without limitation for exploring, developing, mining, or drilling for oil, gas, or groundwater reserved to the Grantor (provided, however, that the foregoing waiver shall not impair Grantor's rights under the temporary access easement across the Property described above in Section 3); and

(b) Grantor agrees that before Grantor extracts any reserved groundwater, Grantor shall consult with Grantee to determine if such extraction creates a risk of subsidence of the surface, and agrees that Grantor shall not undertake any groundwater extraction that Grantee reasonably determines causes such a risk; and

(c) Notwithstanding Grantor's reservation of oil, gas, other minerals, and groundwater, nothing in Grantor's reservation shall impair the title of Grantee or its successors or assigns with respect to any sulfur, stone, earth, gravel, caliche, iron ore, or any other materials minerals upon, in, and/or under the Property that Grantee reasonably determines to be road-building materials, any of which Grantee and its successors and assigns may extract and use for any purpose.

6. Deed Restrictions. The grant, sale, and conveyance herein is made subject to the following restrictions on the use of the Property:

(a) Each of the County Road Parcels may be used only for the construction, operation, maintenance, and improvement on or within each respective County Road Parcel of an all-weather (asphalt equivalent) dedicated public road.

(b) The DNT Parcel may be used only as right-of-way for construction, operation, and maintenance of controlled-access toll lanes and related facilities comprising a turnpike project, as such term is defined by the Texas Regional Tollway Authority Act. The plans, specifications, and grade of the Phase 4B turnpike project shall be determined by Grantee in its sole discretion.

7. Disclaimer of Warranties; Indemnity.

BY ITS ACCEPTANCE AND/OR RECORDATION OF THIS SPECIAL WARRANTY DEED, GRANTEE PURCHASES THE PROPERTY WITHOUT RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS OF THE GRANTOR OF ANY KIND, OR OF ANY OF ITS RESPECTIVE AGENTS, PARTNERS, OFFICERS, ATTORNEYS, ACCOUNTANTS, ENGINEERS, EMPLOYEES OR OTHER REPRESENTATIVES. THE CURRENT CONDITION OF THE PROPERTY WAS TAKEN INTO CONSIDERATION IN DETERMINING THE PURCHASE PRICE OF THE PROPERTY. GRANTEE MADE ITS DECISION TO PURCHASE BASED UPON ITS OWN INDEPENDENT "DUE DILIGENCE" INVESTIGATION INTO THE GENERAL FEASIBILITY OF PURCHASING THE PROPERTY AND ITS OWN EXAMINATION OF THE PROPERTY AND ITS CONDITION AND GRANTEE IS BUYING THE PROPERTY "AS IS - WHERE IS" WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW BY GRANTOR, EXCEPT ONLY THE SPECIAL WARRANTY EXPRESSLY SET FORTH IN THIS SPECIAL WARRANTY DEED. THE GRANTEE HAS MADE AN EXAMINATION OF THE PROPERTY TO DETERMINE THE CONDITION AND PRIOR USE OF THE PROPERTY. GRANTOR IS MAKING NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE AND GRANTOR DISCLAIMS THAT GRANTOR OR GRANTOR'S AGENTS OR PARTNERS HAVE MADE ANY GUARANTEES OR WARRANTIES RELATING TO THE PROPERTY OR ABOUT THE

CONDITION OR PRIOR USE OF THE PROPERTY, INCLUDING ANY ENVIRONMENTAL MATTERS OF ANY KIND OR NATURE, ANY POTENTIAL INCOME FROM THE PROPERTY OR ANY OTHER MATERIAL MATTER CONCERNING THE PROPERTY. GRANTEE ACKNOWLEDGES AND REPRESENTS THAT GRANTEE IS RELYING FULLY AND COMPLETELY ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVE'S) INSPECTIONS OF THE PROPERTY AS TO ITS CONDITION, USE AND PRODUCTIVITY AND NOT IN ANY WAY UPON ANY STATEMENTS OR REPRESENTATIONS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN OR MAY BE MADE OR PURPORTEDLY MADE BY GRANTOR OR ANY REPRESENTATIVE OF GRANTOR.

GRANTEE, ITS SUCCESSORS AND ASSIGNS, WAIVES AND RELEASES GRANTOR FROM ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (A) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER; (B) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND; OR (C) THIS AGREEMENT OR THE COMMON LAW.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTEE SHALL AND HEREBY DOES AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR AND ITS SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITY, DAMAGES, SUITS, ACTIONS, COSTS AND EXPENSES OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEY'S, PARALEGAL'S, EXPERT WITNESS FEES AND COSTS OF COURT) TO PERSONS OR PROPERTY CAUSED BY OR ARISING OUT OF ANY OF GRANTEE'S OPERATIONS AND ACTIVITIES CONDUCTED UPON THE DONATED PROPERTY OR IN CONNECTION WITH THE GRANT HEREIN, INCLUDING, WITHOUT LIMITATION, (i) INJURY TO ANY PERSON OR PERSONS, (ii) INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS AND (iii) ANY CLAIMED OR ACTUAL ENVIRONMENTAL DAMAGE.

8. **Deed Effective Date.** The Deed Effective Date shall be the date of execution of this Deed by whichever of Grantor or Grantee is the later to execute, as set forth opposite their respective signatures below; if no such date is indicated by a signatory, the acknowledgement date shall be deemed the date of such signatory's execution for the purpose of determining the Deed Effective Date.

EXECUTED to be effective as of the Deed Effective Date.

Date of execution by GRANTOR: GRANTOR

_____, 20____

By: _____
 Print name: _____
 Print title: _____

Date of execution by GRANTEE: GRANTEE

_____, 20____

NORTH TEXAS TOLLWAY AUTHORITY,
 a regional tollway authority and
 a political subdivision of the State of Texas

By: _____
 Print name: _____
 Print title: _____

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
 _____, the _____ of _____, a
 _____, on behalf of said _____.

My Commission Expires:

 Notary Public in and for the State of Texas
 Printed Name of Notary: _____

THE STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
 _____, the _____ of the NORTH TEXAS TOLLWAY
 AUTHORITY, a regional tollway authority, on behalf of said regional tollway authority.

My Commission Expires:

 Notary Public in and for the State of Texas
 Printed Name of Notary: _____

AFTER RECORDING,
PLEASE RETURN TO:

James T. Rain
Locke Lord, LLP
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201

Attachment: 2015.006.016a - Old Celina - City of Celina Agmt - Draft - 11.4.19 (002) (003)-c (Old Celina Agreement)

EXHIBIT A-1**THE PROPERTY:
[COUNTY ROAD PARCELS]**

[metes and bounds and plat to be attached when Deed is executed]

Attachment: 2015.006.016a - Old Celina - City of Celina Agmt - Draft - 11.4.19 (002) (003)-c (Old Celina Agreement)

EXHIBIT A-2**THE PROPERTY:
[DNT PARCEL]**

[metes and bounds and plat to be attached when Deed is executed]

Attachment: 2015.006.016a - Old Celina - City of Celina Agmt - Draft - 11.4.19 (002) (003)-c (Old Celina Agreement)

EXHIBIT B
PERMITTED ENCUMBRANCES TO TITLE

1. Taxes for the current year, not yet due and payable;
2. Any easement required by a county or other local government for utilities or otherwise granted to those entities.
3. [specified interests in the Donated Property acquired by third parties by exercise of the power of eminent domain, if any].
4. [Other matters as permitted by the Donation Agreement, to be listed at signing of the Deed.]

EXHIBIT C

OWNER'S REMAINING LAND

[TO BE PROVIDED WHEN DEED IS EXECUTED]

Attachment: 2015.006.016a - Old Celina - City of Celina Agmt - Draft - 11.4.19 (002) (003)-c (Old Celina Agreement)

EXHIBIT D**RAMP AND TEXAS U-TURN LOCATIONS****[TO BE PROVIDED WHEN DEED IS EXECUTED]**

Attachment: 2015.006.016a - Old Celina - City of Celina Agmt - Draft - 11.4.19 (002) (003)-c (Old Celina Agreement)

**Old Celina Park GMP
10/28/2019**

	S	U	B	H	AUI Budget	2	3	4	5	6	7	CORRECT
												GMP Price
Termite Protection	2	n				Mid Cities 600						Mid Cities \$600
Earthwork	5	n				KAB	CT Excav 1,068,150	FCS 1,006,115	RPMx 952,236			RPMx \$952,236
Asphalt Paving	2	n				Reynolds 32,003						Reynolds \$32,003
Pavement Marking	3	n				Striping Plus 11,694	Lone Star 10,130					Lone Star \$10,130
Utilities	3	n				Quality 1,445,080	Fire Line 1,387,000	North Tx 1,443,971	Cowtown 1,399,167			Fire Line \$1,387,000
Site Furnishings	2	n				Hunter Kneppshield 10,413						Hunter Kneppshield \$10,413
Fence and Gates	3	n				Titan 561,944	JBS 415,935					JBS \$415,935
Irrigation and Landscaping	5	n				Fire Fighters 661,000	SRH 617,574	HPC 696,394	American 574,499			American \$574,499
Concrete Sub	2	n				TX Blue Bonnet 1,838,670	VesCorp 2,375,434	Redden 2,162,735				TX Blue Bonnet \$1,838,670
Masonry	4	n				Shirley 462,060	Fenimore 854,345	Thousand Mile 340,930				Thousand Mile \$340,930
Steel/Misc Metals	4	n				GMS 305,880	Pantera 44,868	Tin Man 264,385				Tin Man \$264,385
Rough Carpentry	1	n			Budget 4,500							Budget \$4,500
Wood Framing	2	n				Dybaco 90,750	BBC Legacy 98,500					Dybaco \$90,750
Roofing - Other Types	3	n				Sheet Metal Pros 49,000	All American 33,600					All American \$33,600
Joint Sealants	3	n				SCS 87,700	Exposed 63,828					Exposed \$63,828
Doors and Frames - Material Only	2	n				Thornton 13,765	Hallgren 14,125					Thornton \$13,765
Overhead/Coiling Doors	2	n				DH Pace 10,798	McKinney/Frisco 12,189	OHD FTW 17,383	Johnson 13,190	OHD Dallas 17,107		DH Pace \$10,798
Drywall	1	n			Budget 5,000							Budget \$5,000
Floor Sealer	3	n				SCS 10,500	Exposed 2,500	Johnson & Sons 3,000				Exposed \$2,500
Painting and VWC	3	n				Posadas 21,522	Willis 18,710					Willis \$18,710
Signage	2	n				Casteel 19,596	CCSW 19,727					Casteel \$19,596

Attachment: Bid Board - Old Celina Park (Old Celina Agreement)

Old Celina Park GMP
10/28/2019

	SUB	HUB	AUI Budget	2	3	4	5	6	7	CORRECT	GMP Price
			1								
Toilet				SDI	D10	Rocky Duron	Chatham				SDI
Accessories/Partitions	2	n		23,906	25,140	27,460	26,680				\$23,906
Athletic Equipment	2	n		Sportsfield Spec							Sportsfield Spec
				32,511							\$32,511
Plumbing	3	n		New Gen	Paramount	NTD					Paramount
				171,165	113,750	271,500					\$113,750
HVAC	4	n		New Gen	NTD	Mid Air					Mid Air
				43,774	w/plumbing	72,399					\$72,399
Electrical	3	n		Alman	Groves	G McKenna					Groves
				1,487,566	1,337,964	1,550,000					\$1,337,964
Communications	2	n		Automation Int							Automation Int
				61,979							\$61,979
Security Systems	2	n		Automation Int							Automation Int
				48,645							\$48,645
Bleachers	2	n		Sturdi Steel							Sturdi Steel
				53,530							\$53,530
Field Turf	3	n		Field Turf	Hellas	Symmetry					Hellas
					1,882,153						\$1,882,153
CUSTOM 6	1	n									\$0
CUSTOM 7	1	n									\$0
CUSTOM 8	1	n									\$0
CUSTOM 9	1	n									\$0
CUSTOM 10	1	n									\$0
CUSTOM 11	1	n									\$0
CUSTOM 12	1	n									\$0
CUSTOM 13	1	n									\$0
CUSTOM 14	1	n									\$0

SUB COST TOTAL
\$9,716,685

Attachment: Bid Board - Old Celina Park (Old Celina Agreement)