



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, OCTOBER 13, 2020
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. Scenic City Certification Presentation. (McAfee)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Parks Strategic Plan update. (Webb)
- B. Presentation regarding Old Celina Park playground. (Webb)
- C. Presentation regarding downtown building & holiday lighting. (Barton)
- D. Presentation regarding live music programming. (Barton)
- E. Presentation regarding Two29 Agreement (Weddings on the Square). (Barton)
- F. Discussion regarding any and/or all agenda items.
- G. Staff Reports
- H. Statement

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, pending or contemplated litigation.

- A. Discussion regarding the use of eminent domain to condemn real properties generally described as being located in the Celina Original Donation, JK Rice Survey Abstract Number A0767 and Collin County School Land #14 Survey Abs A0167, generally located either on the east side of South Arkansas Street and north of Ash Street or south of Ash Street and east of South Oklahoma Drive (Brawner)

Reconvene Into Open Session

- B. Consider and act upon a resolution authorizing the use of eminent domain to condemn real properties generally described as being located in the Celina Original Donation, JK Rice Survey Abstract Number A0767 and Collin County School Land #14 Survey Abs A0167, generally located either on the east side of South Arkansas Street and north of Ash Street or south of Ash Street and east of South Oklahoma Drive (Brawner)
- C. 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 - Sep 8, 2020 5:00 PM

- 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. (Bromiley)
- C. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)
- D. Consider and act upon a resolution of the City of Celina, Texas setting forth locations for future fire and police facilities. (Public Safety Location) (Colakovic)
- E. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 4: Business Regulations to Create a New Article 4.09 Horse Drawn Carriages. (Carriage Ride Ordinance) (Barton)
- F. Consider and act upon an amendment to The Cottages development agreement; generally located west of Louisiana Drive and north of J. Fred Smith Parkway. (The Cottages DA Amendment) (Mohan)

- G. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 53 acres within the Extraterritorial Jurisdiction, generally located south of Robinson Drive and east of County Road 132. (Future City Park (53 Acres) Annexation Service Agreement) (Mohan)
- H. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 10 acres within the Extraterritorial Jurisdiction, generally located west of Celina Parkway, approximately 1,200 feet east of Dallas Parkway, and approximately 1,300 feet north of the future Collin County Outer Loop. (Plagge Tract Annexation Service Agreement) (Mohan)
- I. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 42 acres within the Extraterritorial Jurisdiction, generally located north of future Glendenning Parkway and approximately 1,200 feet west of Coit Road. (Bellevue (Miller) Annexation Service Agreement) (Mohan)
- J. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 15 acres within the Extraterritorial Jurisdiction, generally located north of Frontier Parkway (Parvin Road today) and approximately 600 feet east of Smiley Road. (Frontier Mini Storage Annexation Service Agreement) (Mohan)
- K. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of Phase 2 improvements to be financed by the Ownsby Farms Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Phase 2 assessment roll; directing the filing of the proposed Phase 2 assessment roll with the City Secretary; providing for noticing and calling a public hearing for November 10, 2020, to consider an ordinance levying assessments on property located within Phase 2 of the Ownsby Farms Public Improvement District. (Ownsby Farms Phase 2 - PID – Pre-SAP) (Pouladi)
- L. Consider and act upon approval of an Interlocal Agreement for dispatch services between City of Celina and Collin County. (Metdker)
- M. Consider and act upon approval of a Memorandum of Understanding between the City of Celina and Collin County for Point of Dispensing Site Operations. (Metdker)
- N. Consider and act upon ratification of an agreement for EMS Medical Control between the City of Celina and Medical City Plano. (Metdker)
- O. Consider and act to award bid 2020-0043 for aggregate materials at the unit prices listed to P&K Stone, LLC, Liberty Sand & Gravel, CJA Enterprises, and The Letco Group. (Berry)
- P. Consider and act to award bid 2020-0042 for tank inspection, cleaning and repairs at the unit prices listed to U.S. Underwater Services, LLC. (Berry)
- Q. Consider and act upon a resolution ratifying the city manager or his designee's authority to execute a letter of commitment to transfer funds from the city of Celina's CARES Act Coronavirus Relief Fund (CRF) funding to the Celina Independent School District for the bulk purchase costs of technology and declaring an effective date. (Jenks)

- R. Consider and act upon a resolution of the City Council of the City of Celina, Texas finding that a public necessity exists to acquire a real property, 1.00 acres of land, more or less, situated in the Coleman Watson Survey, abstract number 945, and being part of that certain 58.401 acre tract described in deed from Tom Watkins, et us, to Robert S. Folsom, dated April 11, 1984, and recorded in volume 1872, page 844, of the deed records of Collin County, Texas, and part of that certain 0.4997 acre tract described in deed from Danville Water Supply Corporation to Robert S. Folsom and recorded in the said Collin County Deed Records, as more particularly described in exhibit "A"; authorizing the city manager to execute all documents necessary to effectuate the transfer of the property to the city; appropriating funds from a lawful source; and providing for an effective date. (Brawner)
- S. Consider and act upon a resolution of the City of Celina, Texas, pertaining to the sale of a certain 0.055 acre to Chris Rutland et al. (Brawner)
- T. Consider and act to authorize an agreement for engineering services for Fire Station 3 design with VAI Architects for an amount not to exceed \$724,913.00 (Berry)
- U. Consider and act to award bid 2020-0041 for janitorial services to AHI Facility Services, Inc., at the unit prices listed. (Berry)
- V. Consider and act to authorize the purchase of IT Equipment from Centre Technologies in an amount not to exceed \$149,990.00. (Berry)
- W. Consider and act to authorize the City Manager to apply for grant funds, enter into a contract and commit local matching funds for the Texas Water Development Board (TWDB) 2020 Non-Urban Outdoor Recreation Grant. (Glasgow)
- X. Consider and act to authorize the City Manager to enter into a Memorandum of Understanding by and between the DC Ranch HOA and the City of Celina for drainage improvements. (Brawner)
- Y. Consider and act upon a resolution authorizing the City Manager to acquire a piece of land, rights of way, drainage line easements, grading easements, slope easements and temporary construction easements in real properties as portions of tracts of land generally described as Tract 1, Tract 2, Tract 3, Tract 4 and Tract 7 located in the William Deavenport Survey Abstract number A0262, Tract 1, Tract 9, Tract 10, Tract 11 and Tract 12 located in the Richard Alderson Survey Abstract number A0007, Tract 1 located in B B B & C Ry Co Survey Abstract number A0133, Creeks of Legacy West Phase 1 Blk A lot 1X, Tract 31, Tract 41, Tract 42, Tract 43, Tract 48, Tract 49, Tract 50, Tract 51, Tract 52 and Tract 55 located in the Cowan Survey Abstract number A0211A, Tract 1 located in W. Philips Survey Abstract A1029A, general located on the east and west sides of CR 6 (Legacy Road) from Honey Creek Way to FM 428 (future Collin County Outerloop) (Brawner)
- Z. Consider and act upon an interlocal agreement with the Smiley Water Control and Improvement Districts, Nos. 1 and 2, for fire-fighting services; generally located west of Legacy Drive and north of Parvin Road. (Green Meadows Fire Interlocal Agreement) (Mohan)
- AA. Consider and act upon an interlocal agreement with the Smiley Water Control and Improvement Districts, Nos. 1 and 2, for law enforcement services; generally located west of Legacy Drive and north of Parvin Road. (Green Meadows Police Interlocal Agreement) (Mohan)

- AB. Consider and act to authorize an inter-local agreement between the City of Celina and Texas Tech University for procurement services. (Berry)
- AC. Consider and act to authorize an agreement for construction services with Hill & Wilkinson for phase 2, City Hall remodel an amount of \$180,171.00 plus ten percent contingency in the amount of \$18,017.10 for a total not to exceed \$198,188.10. (Berry)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 53 acres within the Extraterritorial Jurisdiction, generally located south of Robinson Drive and east of County Road 132. (Future City Park (53 Acres) – Annexation) (Mohan)
- B. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 53 acre tract of land to Community Facilities District (CF), generally located south of Robinson Drive and east of County Road 132. (Future City Park (53 Acres) – Zoning) (Mohan)
- C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 10 acres within the Extraterritorial Jurisdiction, generally located west of Celina Parkway, approximately 1,200 feet east of Dallas Parkway, and approximately 1,300 feet north of future Collin County Outer Loop. (Plagge Tract - Annexation) (Mohan)
- D. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 10 acre tract of land to Dallas North Tollway Overlay District (DNTO), generally located west of Celina Parkway, approximately 1,200 feet east of Dallas Parkway, and approximately 1,300 feet north of future Collin County Outer Loop. (Plagge - Zoning) (Mohan)
- E. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 42 acres within the Extraterritorial Jurisdiction, generally located north of future Glendenning Parkway and approximately 1,200 feet west of Coit Road. (Bellevue (Miller) - Annexation) (Mohan)
- F. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 42 acre tract of land to Single-Family Residential Detached District (SF-R), generally located north of future Glendenning Parkway and approximately 1,200 feet west of Coit Road. (Bellevue (Miller) – Zoning) (Mohan)
- G. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 15 acres within the Extraterritorial Jurisdiction, generally located north of Frontier Parkway (Parvin Road today) and approximately 600 feet east of Smiley Road. (Frontier Mini Storage – Annexation) (Mohan)
- H. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 15 acre tract of land to Commercial, Office, & Retail District (C), generally located north of Frontier Parkway (Parvin Road today) and approximately 600 feet east of Smiley Road. (Frontier Mini Storage – Zoning) (Mohan)

- I. The Celina City Council will conduct a public hearing to consider and act upon an ordinance for a Specific Use Permit (SUP) to allow for Senior Living on an approximately 16 acre tract of land, generally located west of Preston Road and approximately 400 feet south of John Campbell Trail. (eVantage Senior Living - SUP) (McAfee)
- J. The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City of Celina, Texas authorizing and creating the Northside at Rollertown Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. (Northside at Rollertown - PID Creation) (Pouladi)
- K. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Wells North Public Improvement District Amended and Restated Service and Assessment Plan – Updated for Neighborhood Improvement Area #4, including the Neighborhood Improvement Area #4 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #4 of the Wells North Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Neighborhood Improvement Area #4 assessed property in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Wells North NIA #4- PID Levy) (Pouladi)
- L. The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-02 Annexation Second Public Hearing) (Mohan)
- 1) Collin CAD Property ID 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
 - 2) Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
 - 3) Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
 - 4) Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
 - 5) Collin CAD Property ID 2510786, being an approximate 8.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 64; generally located west of Custer Road and approximately 400 feet north of Choate Parkway,
 - 6) Collin CAD Property ID 2616659, being an approximate 3.594 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey (Raelene Addition); generally located north of Choate Parkway and approximately 550 feet west of Custer Road,
 - 7) Collin CAD Property ID 2617829, being an approximate 2.954 acre tract of land in Collin County, Texas, legally described as Abstract No. 1030 in the Jonathan Westover Survey, Tract 6; generally located approximately 300 feet south of Choate Parkway and approximately 1,300 feet east of County Road 86, and
 - 8) Collin CAD Property ID 2647903, being an approximate 3.23 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 12; generally located at southwest corner of Custer Road and Sunset Boulevard, plus, all county road right-of-way adjacent to the above-described property.

IX. ACTION ITEM:

- A. Consider and act upon approval of Downtown Logo for the City of Celina. (Lynch)
- B. Consider and act upon a development agreement for eVantage Senior and Assisted Living; generally located west of Preston Road and approximately 400 feet south of John Campbell Trail. (eVantage Senior and Assisted Living Development Agreement) (McAfee)
- C. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3 - 4 Project); approving and authorizing related agreements; and providing an effective date. (Wells North NIA #3 & NIA#4- Bond Ordinance) (Pouladi)
- D. Discussion regarding City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 897 acres, in the extraterritorial jurisdiction; generally located west of Farm To Market Road 2478, south of Katie Court, north of Parvin Road, and east of FM 1385, as described below. (20-03 Annexation Petition Verification) (Tarrant)
 - 1) Denton CAD Property ID 52814, being an approximate 15.582 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2; generally located approximately 800 feet south of FM 428 and approximately 1,300 feet east of FM 1385,
 - 2) Denton CAD Property ID 159742, being an approximate 3.919 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3A; generally located south of FM 428 and approximately 2,000 feet east of FM 1385,
 - 3) Denton CAD Property ID 159743, being an approximate 4.082 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2A; generally located approximately 800 feet south of FM 428 and approximately 2,000 feet east of FM 1385,
 - 4) Denton CAD Property ID 524106, being an approximate 14.642 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3B; generally located south of FM 428 and approximately 1,300 feet east of FM 1385,
 - 5) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,
 - 6) Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,
 - 7) Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,
 - 8) Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,
 - 9) Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 24; generally located east of Preston Lakes Drive and north of Kristina Court,
 - 10) Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,

- 11) Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 34; generally located south of Kathie Court and west of the BNSF Railroad,
- 12) Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,
- 13) Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,
- 14) Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,
- 15) Collin CAD Property ID 1497918, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 19; generally located north of Mark Alexander Court and approximately 1,400 feet west of Kristina Court,
- 16) Collin CAD Property ID 1497927, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 20; generally located north of Mark Alexander Court and approximately 1,000 feet west of Kristina Court,
- 17) Collin CAD Property ID 1497954, being an approximate 11.278 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 23; generally located west of the BNSF Railroad and east of Kristina Court,
- 18) Collin CAD Property ID 1498016, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 29; generally located approximately 1,000 feet west of the BNSF Railroad and north of Kristina Court,
- 19) Collin CAD Property ID 1725743, being an approximate 50.334 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 Jno M Herron Survey, Tract 7; generally located east of Preston Road and south of CR 100,
- 20) Denton CAD Property ID 52737, being an approximate 9.08 acre tract of land in Denton County, Texas, legally described as Abstract No. 791A in the J. Morton Survey, Tract 4A(3); generally located approximately 1,250 feet east of Smiley Road and approximately 500 feet north of Old Dairy Farm Road,
- 21) Denton CAD Property ID 155336, being an approximate 0.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 3; generally located 1,800 feet east of Smiley Road and approximately 900 feet north of Old Dairy Farm Road,
- 22) Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 17b; generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,
- 23) Collin CAD Property ID 1004549, being an approximate 64.4 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 4; generally located west of the BNSF Railroad and south of CR 99,
- 24) Collin CAD Property ID 1725752, being an approximate 12.6 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 6; generally located east of the BNSF Railroad and approximately 450 feet south of CR 99,
- 25) Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 21; generally located north of Mark Alexander Court and approximately 700 feet west of Kristina Court,
- 26) Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,

- 27) Collin CAD Property ID 2656677, being an approximate 150.667 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 18; generally located on the southwest corner of Choate Parkway and Custer Road,
- 28) Collin CAD Property ID 2794435, being an approximate 170.958 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 14; generally located south of Choate Parkway and approximately 1,500 feet west of Custer Road,
- 29) Collin CAD Property ID 2794473, being an approximate 50.117 acre tract of land in Collin County, Texas, legally described Abstract No. 945 in the Coleman Watson Survey, Tract 28; generally located north of Brinkmann Ranch Road Parkway and approximately 2,500 feet west of Custer Road, and
- 30) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road, plus, all county road right-of-way adjacent to the above-described property.
- E. Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 897 acres, in the extraterritorial jurisdiction; generally located west of Farm To Market Road 2478, south of Katie Court, north of Parvin Road, and east of FM 1385, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (20-03 Annexation Petition Verification Resolution) (Mohan)
- 1) Denton CAD Property ID 52814, being an approximate 15.582 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2; generally located approximately 800 feet south of FM 428 and approximately 1,300 feet east of FM 1385,
- 2) Denton CAD Property ID 159742, being an approximate 3.919 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3A; generally located south of FM 428 and approximately 2,000 feet east of FM 1385,
- 3) Denton CAD Property ID 159743, being an approximate 4.082 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2A; generally located approximately 800 feet south of FM 428 and approximately 2,000 feet east of FM 1385,
- 4) Denton CAD Property ID 524106, being an approximate 14.642 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3B; generally located south of FM 428 and approximately 1,300 feet east of FM 1385,
- 5) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,
- 6) Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,
- 7) Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,
- 8) Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,
- 9) Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 24; generally located east of Preston Lakes Drive and north of Kristina Court,
- 10) Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,
- 11) Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 34; generally located south of Kathie Court and west of the BNSF Railroad,

- 12) Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,
- 13) Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,
- 14) Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,
- 15) Collin CAD Property ID 1497918, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 19; generally located north of Mark Alexander Court and approximately 1,400 feet west of Kristina Court,
- 16) Collin CAD Property ID 1497927, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 20; generally located north of Mark Alexander Court and approximately 1,000 feet west of Kristina Court,
- 17) Collin CAD Property ID 1497954, being an approximate 11.278 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 23; generally located west of the BNSF Railroad and east of Kristina Court,
- 18) Collin CAD Property ID 1498016, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 29; generally located approximately 1,000 feet west of the BNSF Railroad and north of Kristina Court,
- 19) Collin CAD Property ID 1725743, being an approximate 50.334 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 Jno M Herron Survey, Tract 7; generally located east of Preston Road and south of CR 100,
- 20) Denton CAD Property ID 52737, being an approximate 9.08 acre tract of land in Denton County, Texas, legally described as Abstract No. 791A in the J. Morton Survey, Tract 4A(3); generally located approximately 1,250 feet east of Smiley Road and approximately 500 feet north of Old Dairy Farm Road,
- 21) Denton CAD Property ID 155336, being an approximate 0.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 3; generally located 1,800 feet east of Smiley Road and approximately 900 feet north of Old Dairy Farm Road,
- 22) Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 17b; generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,
- 23) Collin CAD Property ID 1004549, being an approximate 64.4 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 4; generally located west of the BNSF Railroad and south of CR 99,
- 24) Collin CAD Property ID 1725752, being an approximate 12.6 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 6; generally located east of the BNSF Railroad and approximately 450 feet south of CR 99,
- 25) Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 21; generally located north of Mark Alexander Court and approximately 700 feet west of Kristina Court,
- 26) Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,
- 27) Collin CAD Property ID 2656677, being an approximate 150.667 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 18; generally located on the southwest corner of Choate Parkway and Custer Road,
- 28) Collin CAD Property ID 2794435, being an approximate 170.958 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 14; generally located south of Choate Parkway and approximately 1,500 feet west of Custer Road,
- 29) Collin CAD Property ID 2794473, being an approximate 50.117 acre tract of land in Collin County, Texas, legally described Abstract No. 945 in the Coleman Watson Survey, Tract 28; generally located north of Brinkmann Ranch Road Parkway and approximately 2,500 feet west of Custer Road, and

30) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road, plus, all county road right-of-way adjacent to the above-described property.

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



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: October 13, 2020
Re:

Action Requested:

Scenic City Certification Presentation. (McAfee)

Supporting Documents:

- Staff Presentation

Staff Recommendation:

NA

Scenic City

Platinum Certification

City Council

October 13, 2020

Attachment: Staff Presentation (Scenic City Certification)

What is Scenic City?

- The Scenic City certification program is a nationally recognized model that provides communities with a comprehensive set of standards and evaluations for the design and development of public spaces
- The Scenic City certification program intends to support and recognize Texas municipalities that implement high quality development standards

Attachment: Staff Presentation (Scenic City Certification)

Process

- The 2018 Strategic Plan contained goals to “Plan” and “Beautify & Brand” the city
- Positions Celina to manage its growth
- Multi-year effort that involved:
 - Updated long range plans
 - Modernized ordinances
 - Revised agreements
 - Amended internal policies

Scenic Cities

Levels	Texas	DFW	Sample City
Recognized	12	4	Pilot Point, Princeton
Bronze	9	3	Weatherford
Silver	19	8	Prosper, Grapevine
Gold	26	8	Fort Worth, Arlington
Platinum	17	10	McKinney, Frisco, Southlake

Attachment: Staff Presentation (Scenic City Certification)

Celina Secured Platinum Level on its initial application





Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Downtown Building & Holiday Lighting

Action Requested:

Presentation regarding downtown building & holiday lighting. (Barton)

Supporting Documents:

- Staff Presentation

Staff Recommendation:

NA

Downtown Building & Holiday Lighting

October 13, 2020

Background

- City Council adopted Downtown Master Plan in January 2019 including the following goals:
- Two (2) Projects:
 - Building Lighting (year round)
 - Holiday Lighting (Seasonal)
- Both projects included in FY21 Budget
- RFPs were posted August 2020, including interviews
- Premier Christmas and Lighting awarded contracts

Building Lighting

- Replace and update current lights on top of Downtown Buildings
 - Updated technology with longer product life
 - Maintains historic atmosphere
- 5 year Maintenance agreement for upkeep and consistency

Building Lighting



Holiday Lighting

- Continue to provide special programming for the holiday season
- Builds upon previous years
- 2021 Additions:
 - Unique attraction added to Pecan Street to grow programmed area Downtown
 - Additional interactive photo feature

Holiday Lighting



Holiday Lighting



Holiday Lighting



Attachment: 20.10.13 - 2020 Holiday Lighting Presentation (Downtown Building & Holiday

Holiday Lighting





Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Live Music Programming

Action Requested:

Presentation regarding live music programming. (Barton)

Supporting Documents:

- Staff Presentation

Staff Recommendation:

NA

Music Programs

City Council – Work Session

October 13, 2020

Background

- The City Council formally adopted the Downtown Master Plan in 2019
- Entertainment was among the 4 key themes of the future downtown brand – continual theme of live music entertainment (restaurant patios, open spaces, and live events)

Attachment: 20.10.13-Music-CC WS (Live Music Programming)

Background

- In 2020, music is included in several events:
 - Friday Night Markets
 - Splash & Blast
 - Celina Craft & Cork
 - Christmas on the Square
- The City hosted the first Celina Make Music Day.
 - Event programmed music throughout downtown at various businesses



2021 Programming

- Funding from cellphone tower leases
- Continue to incorporate and encourage music at events
- Enhance Make Music Day
 - A day of music at a variety of venues and spaces throughout downtown
- Grant Program
 - Provide incentives to downtown businesses for hosting live music
- Summer Music Series
 - Inaugural series includes two separate event dates with plans to expand the series in future years



Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Two29 Agreement

Action Requested:

Presentation regarding Two29 Agreement (Weddings on the Square). (Barton)

Supporting Documents:

- Staff Presentation

Staff Recommendation:

NA

Two29 Agreement

(Weddings on the Square)

City Council – Work Session

October 13, 2020

Attachment: 20.10.13-Two29 Agreement -CC WS (Two29 Agreement)

Background

- The City Council formally adopted the Downtown Master Plan in 2019
- Downtown as a Destination was among the key themes of the plan
- The square is public space
- Today, there is demand for ceremonies on the square

Overview

- Two29 On The Square is a local events center in downtown
- The facility is regularly reserved for weddings
- The idea is for the ceremony to be conducted on the square (outdoors), with the reception at the venue
- The City retains control over scheduling

Proposed Agreement

- Allows Two29 to reserve the square space for outdoor wedding ceremonies
- All reception activity would be at the venue
- No streets nor sidewalks can be impacted; no City staff involved outside of processing of applications
- Insurance required; regulations on the set-up & tear down; no alcohol served during ceremony
- Two29 pays a fee for each use

Next Steps

- The agreement was drafted by Legal, reviewed by all staff stakeholders, and would be implemented this fall



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, SEPTEMBER 8, 2020
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 5:01 p.m.

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Corbett Howard gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Constitution Week Proclamation

B. Arbor Day Proclamation

Mayor Terry presented the Arbor Day Proclamation to Senior Planner Raha Pouladi.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees.

City Manager Jason Laumer introduced Interim Police Chief Allwin Barrow.

B. Improvements to Cedar Street. (Glasgow)

Director of Engineering Andy Glasgow presented the improvements.

C. Presentation regarding the Carriage Ordinance. (Barton)

Minutes Acceptance: Minutes of Sep 8, 2020 5:00 PM (Minutes Approval)

Downtown Development Manager Rebecca Barton reviewed the proposed regulations.

D. Presentation regarding the Subdivision Ordinance. (McAfee)

Director of Development Services Dusty McAfee talked about the need to update the ordinance.

E. Presentation regarding Code Enforcement (Part One of Two). (McAfee)

Director of Development Services Dusty McAfee presented proposed updates.

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

No other items were discussed.

G. Staff Reports

V. OPEN FORUM:

No public comment was received.

VI. EXECUTIVE SESSION:

The Celina City Council adjourned into Executive Session under Texas Local Government Code 551.071 Consultation with Attorney at 5:20 p.m. with City Manager Jason Laumer, City Attorney Lance Vanzant, Executive Director of Public Services Kim Brawner, Director of Development Services Dusty McAfee and Assistant City Manager Karla Stovall.

- A. Discussion regarding Development, Settlement, and Annexation Agreement between the City of Celina and Dynavest Joint Venture related to approximately 1808.10 acres of land in Collin County Texas and generally located east of the proposed Dallas North Tollway, west of FM 455, south of the Collin-Grayson County border and north of FM 428. (McAfee)

- B. Discussion regarding a resolution finding that a public necessity exists to acquire real property at 205 West Main St described as being located in the Celina Original Donation Survey, Block 5, Lot 16, generally located on the north side of West Main St between South Ohio St and South Louisiana St; providing notice of an official determination to acquire real property; authorizing the appraisal report to be obtained, landowner's bill of rights provided, and final bona fide offers of just

compensation be made for the real property; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of real property on said tract; appropriating funds from a lawful source.

Reconvene Into Open Session

The Celina City Council reconvened into Open Session at 5:43 p.m.

- C. Consider and act upon a Development, Settlement, and Annexation Agreement between the City of Celina and Dynavest Joint Venture related to approximately 1808.10 acres of land in Collin County Texas and generally located east of the proposed Dallas North Tollway, west of FM 455, south of the Collin-Grayson County border and north of FM 428

Minutes Acceptance: Minutes of Sep 8, 2020 5:00 PM (Minutes Approval)

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

- D. Consider and act upon a resolution finding that a public necessity exists to acquire real property at 205 West Main St described as being located in the Celina Original Donation Survey, Block 5, Lot 16, generally located on the north side of West Main St between South Ohio St and South Louisiana St; providing notice of an official determination to acquire real property; authorizing the appraisal report to be obtained, landowner's bill of rights provided, and final bona fide offers of just

(2020-51R)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Mindy Koehne, Place 5
AYES: Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

compensation be made for the real property; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the real property on said tract; appropriating funds from a lawful source; and providing for an effective date.

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

No other items were acted upon.

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - Aug 11, 2020 5:00 PM
2. City Council - Special Meeting - Aug 26, 2020 5:00 PM

- B. Consider and act upon a resolution of the City of Celina, Texas; revising the street name from County Road 6 to South Legacy Drive. (County Road 6) (Colakovic)

(2020-52R)

- C. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 13 acres within the Extraterritorial Jurisdiction, generally located east of FM 1385 and approximately 1,500 feet south Punk Carter Parkway (FM 428). (Celina 12 Annexation Service Agreement) (Mohan)

Minutes Acceptance: Minutes of Sep 8, 2020 5:00 PM (Minutes Approval)

- D. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 79 acres within the Extraterritorial Jurisdiction, generally located at the southeast corner of future Glendenning Parkway and Smiley Road. (Founder's Square Annexation Service Agreement) (Mohan)
- E. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 44 acres within the Extraterritorial Jurisdiction, generally located at the northeast corner of Choate Parkway and future Coit Road. (Bellevue Annexation Service Agreement) (Mohan)
- F. Item F was moved to Items Moved From Consent Agenda
- G. Consider and act upon a resolution of the City of Celina, Texas, accepting a petition to create Northside at Rollertown Public Improvement District, and calling for a public hearing. (Northside at Rollertown PID Creation Petition) (Pouladi)
- (2020-53R)
- H. Consider and act upon an ordinance of the City of Celina, Texas approving and authorizing the release of a portion of certain assessments related to the City Contributed Major Improvements previously levied against certain property within the Wells South Public Improvement District; and authorizing City officials to take additional actions to accomplish and formalize the release of that portion of the assessments. (Wells South PID NIA#3- CCMI Release Ordinance) (Pouladi)
- (2020-67)
- I. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of NIA #4 improvements to be financed by the Wells North Public Improvement District; approving preliminary amended and restated service plan and assessment plan, including a proposed NIA #4 assessment roll; directing the filing of the proposed NIA #4 assessment roll with the City Secretary; providing for noticing and calling a public hearing for October 13, 2020, to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #4 of the Wells North Public Improvement District. (Wells North NIA#4-PID – Pre-SAP) (Pouladi)
- (2020-54R)
- J. Consider and act to authorize the Mayor Pro-Tem to execute a Landowner Agreement, a NIA#5A Reimbursement Agreement, and a NIA#5A Construction, Funding, and Acquisition Agreement by and between the City of Celina and CADG Sutton Fields, LLC. (Sutton Fields NIA 5A- PID - Miscellaneous Agreements) (Pouladi)
- K. Consider and act upon a resolution of the City of Celina, Texas ratifying and approving the Fiscal Year 2020-2021 budget for the Celina Economic Development Corporation. (Jackson)
- (2020-55R)
- L. Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the Fiscal Year 2020-2021 budget for the Celina Community Development Corporation. (Bromiley)
- (2020-56R)

Minutes Acceptance: Minutes of Sep 8, 2020 5:00 PM (Minutes Approval)

- M. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Two project expenditures; providing a severability clause; and providing an effective date. (Stovall)
(2020-57R)
- N. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Four project expenditures; providing a severability clause; and providing an effective date. (Stovall)
(2020-58R)
- O. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Six project expenditures; providing a severability clause; and providing an effective date. (Stovall)
(2020-59R)
- P. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Seven project expenditures; providing a severability clause; and providing an effective date. (Stovall)
(2020-60R)
- Q. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Eight project expenditures; providing a severability clause; and providing an effective date. (Stovall)
(2020-61R)
- R. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Nine project expenditures; providing a severability clause; and providing an effective date. (Stovall)
(2020-62R)
- S. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Ten project expenditures; providing a severability clause; and providing an effective date. (Stovall)
(2020-63R)
- T. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Eleven project expenditures; providing a severability clause; and providing an effective date. (Stovall)
(2020-64R)
- U. Consider and act upon approval of an agreement with Waste Connections Lone Star, Inc., subject to final approval by the City's land use attorney, for the exclusive right to operate and maintain the services of collection and transportation of residential, commercial, multi-family, and industrial waste and recycling in areas serviced by the City of Celina, Texas. (Stovall)

- V. Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the City Manager of the City of Celina, Texas, to execute a professional services agreement with Texas Coalition for Affordable Power, Inc. (TCAP) to source and procure electricity on behalf of the City; and providing for an effective date. (Berry)

(2020-65R)

- W. Consider and act upon a resolution of the City Council of the City of Celina, Texas approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex division regarding the company’s 2020 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC’s legal counsel. (Atmos negotiated rate settlement) (Jenks)

(2020-66R)

- X. Consider and act to authorize an agreement for engineering services for the design of improvements to the Public Works Service Center for Task 1 and 2 with Quorum Architecture for an amount not to exceed \$51,800.00. (Berry)
- Y. Consider and act to authorize an agreement for engineering services for Cedar Street (Utah Drive to Arizona Drive) Paving, Water, and Sewer Improvements with Peloton Land Services for an amount not to exceed \$64,980. (Berry)
- Z. Consider and act to authorize the City Manager to enter into an Interlocal Agreement between the City of Celina and Prosper ISD for the exchange of real property located on FM 1385 between Crutchfield Avenue and Ballenger Road. (Brawner)
- AA. Consider and act to authorize the City Manager of the City of Celina to enter into Agreements with Private Property Owners for temporary use of their property as public parking in Downtown Celina. (Brawner/McAfee)
- AB. Consider and act to authorize an agreement for Christmas decoration, lighting, and storage on downtown buildings with Premier Lighting Enterprises, LLC for an amount not to exceed \$75,160.00. (Berry)
- AC. Consider and act to authorize an agreement for lighting services on downtown buildings with Premier Lighting Enterprises, LLC for an amount not to exceed \$23,363.00. (Berry)
- AD. Consider and act to authorize an agreement for engineering services for the design an 18 inch waterline on Louisiana Drive (B 289 between Malne Dr and CR 99) (Phase I) with Kimley-Horn and Associates, Inc. for an amount not to exceed \$331,000.00. (Berry)
- AE. Consider and act to authorize an agreement for engineering services for the design an 18 inch waterline on Louisiana Drive (B 289 between CR 99 and North Preston lakes) (Phase III) with Kimley-Horn and Associates, Inc. for an amount not to exceed \$170,500.00. (Berry)

Minutes Acceptance: Minutes of Sep 8, 2020 5:00 PM (Minutes Approval)

- AF. Consider and act to authorize an agreement for engineering services for the design an 18 inch waterline on County Road 99 between Louisiana Dr (B 289) and Preston Road (SH 289) (Phase II) with Kimley-Horn and Associates, Inc. for an amount not to exceed \$194,000.00. (Berry)
- AG. Consider and act upon an ordinance altering the prima facie speed limits established for vehicles under the provisions of transportation code, section 545.356 upon Dallas Parkway, or parts thereof, within the incorporate limits of the City of Celina. (Dallas Parkway from FM 1461 to FM 428 to 50 MPH) (Glasgow)
- (2020-68)
- AH. Consider and act to authorize Change Order 3 with Quality Excavation for the Preston Road Water & Sewer Line Improvements in the amount of \$93,130.00. (Berry)
- AI. Consider and act to cancel the agreement for installation of synthetic turf from Masters of Turf USA, LLC through an interlocal agreement with Sourcewell, contract 060518-SII in an amount not to exceed \$90,541.25 plus ten percent contingency in the amount of \$9,054.13 for a total amount of \$99,595.38. (Berry)
- AJ. Item AJ was moved to Items Moved From Consent Agenda
- AK. Consider and act upon a resolution of the City of Celina, Texas, amending Resolution No. 2020-42R to extend the dates for early voting consistent with the order of the Governor of the State of Texas. (Tarrant)

(2020-67R)

ITEMS MOVED FROM CONSENT AGENDA:

- AL. Consider and act upon a request for an amendment to The Cottages development agreement; generally located west of Louisiana Drive and north of J. Fred Smith Parkway. (The Cottages DA Amendment) (Mohan)

RESULT:	NO ACTION
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- AM. Consider and act to authorize the City Manager to enter into an Interlocal Agreement with the Town of Prosper and Collin County to provide construction inspection services for the construction of Frontier Parkway from Preston Road (SH 289) to Dallas Parkway. (Brawner)

RESULT:	NO ACTION
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VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and receive public input regarding the proposed FY2020-2021 budget. (Bromiley)

Mayor Terry opened the hearing at 5:45 p.m. Director of Finance Robin Bromiley went over the proposed budget to council. No public comment was received. The hearing was closed at 5:50 p.m.

- B. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed 2020 Ad Valorem tax rate. (Bromiley)

Minutes Acceptance: Minutes of Sep 8, 2020 5:00 PM (Minutes Approval)

Mayor Terry opened the hearing at 5:50 p.m. Director of Finance Robin Bromiley presented the proposed tax rate. No public comment was received. The hearing was closed at 5:52 p.m.

- C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 13 acres within the Extraterritorial Jurisdiction, generally located east of FM 1385 and approximately 1,500 feet south Punk Carter Parkway (FM 428). (Celina 12 Annexation) (Mohan)

(2020-69) Mayor Terry opened the hearing at 5:52 p.m. No public comment was received. The hearing was closed at 5:54 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Carmen Roberts, Place 4
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 the Comprehensive Zoning Ordinance, by zoning an approximately 13 acre tract of land to Commercial, Office, & Retail District (C), generally located east of FM 1385 and approximately 1,500 feet south Punk Carter Parkway (FM 428). (Celina 12 Zoning) (Mohan)

(2020-70) Mayor Terry opened the hearing at 5:54 p.m. No public comment was received. The hearing was closed at 5:54 p.m.

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

- E. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 79 acres within the Extraterritorial Jurisdiction, generally located at the southeast corner of future Glendenning Parkway and Smiley Road. (Founder's Square Annexation) (Mohan)

(2020-71) Mayor Terry opened the hearing at 5:55 p.m. No public comment was received. The hearing was closed at 5:56 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Justin Steiner, Place 1
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

- F. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 79 acre tract of land Mixed-Use District (MU), generally located at the southeast corner of future Glendenning Parkway and Smiley Road. (Founder's Square Zoning) (Mohan)

(2020-72) Mayor Terry opened the hearing at 5:56 p.m. No public comment was received. The hearing was closed at 5:57 p.m.

Minutes Acceptance: Minutes of Sep 8, 2020 5:00 PM (Minutes Approval)

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

- G. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 44 acres within the Extraterritorial Jurisdiction, generally located at the northeast corner of Choate Parkway and future Coit Road. (Bellevue Annexation) (Mohan)

(2020-73) Mayor Terry opened the hearing at 5:57 p.m. No public comment was received. The hearing was closed at 5:59 p.m.

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

- H. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 53 acre tract of land to Planned Development (PD) with Collin County Outer Loop Overlay District (CCOLO) base zoning, generally located at the northeast corner of Choate Parkway and future Coit Road. (Bellevue Planned Development) (Mohan)

(2020-74) Mayor Terry opened the hearing at 5:59 p.m. No public comment was received. The hearing was closed at 6:00 p.m.

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

- I. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Amended and Restated Wells South Public Improvement District Service and Assessment Plan – Updated for NIA#3, including the NIA#3 assessment roll; making a finding of special benefit to property within NIA #3 of the Wells South Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against NIA #3 assessed property in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Wells South NIA#3- PID Levy) (Pouladi)

(2020-75) Mayor Terry opened the hearing at 6:00 p.m. Corey Admire with Shupe Ventura Law Firm (9406 Biscayne Blvd. Dallas, TX), representing the applicant spoke in favor of the levy and assessments.. The hearing was closed at 6:02 p.m.

Minutes Acceptance: Minutes of Sep 8, 2020 5:00 PM (Minutes Approval)

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

- J. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Amended and Restated Sutton Fields II Public Improvement District Service and Assessment Plan – Updated for NIA#5A, including the NIA#5A assessment roll; making a finding of special benefit to property within NIA #5A of the Sutton Fields II Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against NIA #5A assessed property in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields II NIA #5A-PID Levy) (Pouladi)

(2020-76) Mayor Terry recused himself from this item and action item "E" due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing at 6:02 p.m. No public comment was received. The hearing was closed at 6:04 p.m. Mayor Pro Tem Anderson skipped to action item "E" at this time.

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

IX. ACTION ITEM:

- A. Consider and act upon ratifying the property tax revenue increase reflected in the annual budget for the Fiscal Year 2020-2021; beginning October 1, 2020 and ending September 30, 2021. (Bromiley)

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

- B. Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2020-2021 beginning October 1, 2020, and ending September 30, 2021, and making appropriations for each department, project and account; providing for expenditures of funds; providing for filing of documents. (Bromiley) (Roll Call Vote)

(2020-77) Mayor Terry called roll for the vote. Each one replied in the affirmative.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mindy Koehne, Place 5
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

- C. Consider and act upon an ordinance of the City of Celina, Texas, fixing and levying municipal Ad Valorem taxes for the fiscal year beginning October 1, 2020, and ending September 30, 2021, at a rate of \$.645000 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the city; this tax rate will raise more taxes for maintenance and operations than last year's tax rate; the tax rate will effectively be raised by 3.5% and will raise taxes for maintenance and operations on a \$100,000.00 home by approximately -\$1. (Roll Call Vote) (Bromiley)

(2020-78) Mayor Terry called roll for the vote. Each one replied in the affirmative.

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

- D. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells South Public Improvement District Neighborhood Improvement Areas #2-3 Project); approving and authorizing related agreements; and providing an effective date. (Wells South PID Neighborhood Improvement Areas #2-3 Bond Ordinance) (Pouladi)

(2020-79) Nick Bulaich with Hilltop Securities gave details on the issue.

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

- E. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #4 Project); approving and authorizing related agreements and an amended and restated service and assessment plan; and providing an effective date. (Sutton Fields II PID NIA#4 Bond Ordinance) (Pouladi)

(2020-80) Mayor Terry recused himself from this item due to a conflict of interest. Nick Bulaich with Hilltop Securities gave details on the issue.

Minutes Acceptance: Minutes of Sep 8, 2020 5:00 PM (Minutes Approval)

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

- F. Discussion regarding City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 48 acres, in the extraterritorial jurisdiction; generally located east of county road 52, west of Farm to Market road 2478, south of Glendenning parkway, north of county road 84, as described below. (20-02 Annexation Petition Verification) (Tarrant)

City Secretary Vicki Tarrant presented the statistics comprising the required percentage of signatures required.

- G. Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 48 acres, in the extraterritorial jurisdiction; generally located east of County Road 52, west of Farm to Market Road 2478, south of Glendenning Parkway, north of County Road 84, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (20-02 Annexation Petition Verification Resolution) (Mohan)

(2020-68R)

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

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:19 p.m.

Sean Terry, Mayor

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Sep 8, 2020 5:00 PM (Minutes Approval)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robin Bromiley, Director of Finance
 CC: Jason Laumer, City Manager
 Date: October 13, 2020
 Re: Budget Amendment FY2019 - 2020

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. (Bromiley)

Background Information:

A FY2020 budget amendment is requested for the FY2019-2020 Operating and CIP Budgets.

Provide update across funds to prepare general ledger for end of fiscal year close.

Fund 102 (General) - Budget reconciliation and reallocation of funds for various departments.

Fund 114 (PEG) - Update for receipt of revenue from PEG fees.

Fund 115 (Grants) - Updating receipt of revenues for in grants fund.

Fund 117 (Donations) - Updating receipt of revenues for police and fire donations.

Fund 118 (Court Security), Fund 119 (Court Technology) and Fund 125 (Court Jury Fund) - Updating receipt of revenues and expenditures for Court special revenue fees.

Fund 126 (COVID - 19) - COVID -19 funding from Collin County as part of the CARES act and related expenditures.

Fund 205 (Utility Construction fund), Fund 206 (Utility Impact Fees), Fund 210 (Sewer Capital Recovery) Fund 618 (2018 Bonds CIP), Fund 619 (2019 Bonds CIP) and Fund 719 (2019 Utility Bonds CIP). - These funds are for CIP items that have been council approved and is to update the accounting records to correspond with projects.

Fund 202 (Water/Wastewater) - Update varies expenditure budgets including additional debt payments, trash services, and CCN pay outs.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Ordinance Amending Budget

Staff Recommendation:

Approval

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-**

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

SECTION 2. The City’s budget for the fiscal year ending September 30, 2020, heretofore previously adopted by Ordinance 2019-39 duly enacted by the City Council of the City of 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. That the amounts specified in Exhibit “A” be hereby appropriated and reallocated as specified for those purposes designated in Exhibit “A”.

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day of October, 2020.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Meeting date: October 13, 2020
FY2020 Budget Amendment Detail

BUDGET AMENDMENT					
			Budget Change #		10
Account #	Account Name	Description	Approved Budget	Adjustment	Updated Budget
Budget Adjustment					
102-108-000-6230	LEGAL	Budget Reconciliation/Reallocation	135,000.00	100,000.00	235,000.00
102-108-000-6200	CONTRACT SERVICES	Budget Reconciliation/Reallocation	100,000.00	20,000.00	120,000.00
102-108-000-6162	SCHOOL, REGISTRATION & TUITION	Budget Reconciliation/Reallocation	5,000.00	21,000.00	26,000.00
102-114-000-6100	SALARIES	Budget Reconciliation/Reallocation	143,585.00	17,000.00	160,585.00
102-114-000-6200	CONTRACT SERVICES	Budget Reconciliation/Reallocation	-	9,000.00	9,000.00
102-114-000-6632	ADVERTISING	Budget Reconciliation/Reallocation	15,000.00	5,000.00	20,000.00
102-114-000-6638	MARKETING	Budget Reconciliation/Reallocation	-	5,000.00	5,000.00
102-114-000-6700	SPECIAL PROJECTS	Budget Reconciliation/Reallocation	60,000.00	5,000.00	65,000.00
102-115-000-6210	ENGINEERING	Budget Reconciliation/Reallocation	236,000.00	20,000.00	256,000.00
102-115-000-6105	OVERTIME	Budget Reconciliation/Reallocation	20,000.00	25,000.00	45,000.00
102-115-000-6100	SALARIES	Budget Reconciliation/Reallocation	716,820.00	15,000.00	731,820.00
102-102-000-6200	CONTRACT SERVICES	Budget Reconciliation/Reallocation	114,651.00	35,000.00	149,651.00
102-102-000-6321	MATERIALS & SUPPLIES	Budget Reconciliation/Reallocation	10,000.00	10,000.00	20,000.00
102-112-000-6200	CONTRACT SERVICES	Budget Reconciliation/Reallocation	750.00	50,000.00	50,750.00
102-103-000-6311	COMPUTER SOFTWARE	Budget Reconciliation/Reallocation	204,000.00	35,000.00	239,000.00
202-120-000-7030	TRASH & RECYCLING SERVICES	Budget Reconciliation/Reallocation	827,034.00	125,000.00	952,034.00
202-121-000-6900	PRINCIPAL PAYMENT	Budget Reconciliation/Reallocation	2,355,000.00	194,000.00	2,549,000.00
202-117-000-6230	LEGAL	Budget Reconciliation/Reallocation	75,000.00	360,000.00	435,000.00
202-117-000-6200	CONTRACT SERVICES	Budget Reconciliation/Reallocation	205,874.00	50,000.00	255,874.00
202-17-000-6851	CAPITAL - WATER CCN	Budget Reconciliation/Reallocation	-	306,000.00	306,000.00
202-117-000-6348	WATER METERS	Budget Reconciliation/Reallocation	532,000.00	50,000.00	582,000.00
126-123-000-6680	MISCELLANEOUS EXPENSE	CARES ACT Funding	-	250,000.00	250,000.00

Attachment: 2019-xx Amend Budget ordinance 2020 (Budget Amendment FY2020)

Exhibit A

Meeting date: October 13, 2020
 FY2020 Budget Amendment Detail (continued)

114-400-000-4109	PEG FEES	Budget Reconciliation/Reallocation	-	9,500.00	9,500.00
114-400-000-4400	INTEREST INCOME	Budget Reconciliation/Reallocation	-	450.00	450.00
115-400-000-4513	POLICE TRAINING GRANT	Budget Reconciliation/Reallocation	-	2,100.00	2,100.00
115-400-000-4400	INTEREST INCOME	Budget Reconciliation/Reallocation	-	150.00	150.00
117-112-000-6765	BLUE SANTA	Budget Reconciliation/Reallocation	-	1,000.00	1,000.00
117-400-000-4400	INTEREST INCOME	Budget Reconciliation/Reallocation	-	230.00	230.00
117-400-000-4607	POLICE DONATIONS	Budget Reconciliation/Reallocation	-	7,125.00	7,125.00
117-400-000-4608	FIRE & EMS DONATIONS	Budget Reconciliation/Reallocation	-	15,920.00	15,920.00
118-400-000-4400	INTEREST INCOME	Budget Reconciliation/Reallocation	-	670.00	670.00
119-109-000-6311	COMPUTER SOFTWARE	Budget Reconciliation/Reallocation	-	500.00	500.00
125-400-000-4303	COURT JURY FEES	Budget Reconciliation/Reallocation	-	50.00	50.00
205-777-000-8501	ENGINEERING	Budget Reconciliation/Reallocation	-	920,037.63	920,037.63
206-117-000-8600	LAND ACQUISITION	Budget Reconciliation/Reallocation	-	1,042,000.00	1,042,000.00
206-117-000-8502	CONSTRUCTION	Budget Reconciliation/Reallocation		646,000.00	646,000.00
206-117-000-8600	ROW/EASEMENTS	Budget Reconciliation/Reallocation		1,042,800.00	1,042,800.00
206-118-000-7500	TRANSFERS OUT	TRANSFER TO 202 FOR DEBT PAYMENT	-	1,560,000.00	1,560,000.00
206-118-000-8501	CONSTRUCTION	Budget Reconciliation/Reallocation	-	50,000.00	50,000.00
207-123-000-6670	DEVELOPER INCENTIVE PAYMENT	Budget Reconciliation/Reallocation	-	766,000.00	766,000.00
210-118-000-8502	CONSTRUCTION	Budget Reconciliation/Reallocation	-	653,000.00	653,000.00
210-118-000-8506	ROW/EASEMENTS	Budget Reconciliation/Reallocation	-	30,000.00	30,000.00

Exhibit A

Meeting date: October 13, 2020
 FY2020 Budget Amendment Detail (continued)

210-400-000-4722	INTERGOVERNMENTAL REVENUE	Budget Reconciliation/Reallocation	-	641,000.00	641,000.00
618-102-000-8502	CONSTRUCTION	Budget Reconciliation/Reallocation		4,618,488.00	4,618,488.00
618-110-000-8502	CONSTRUCTION	Budget Reconciliation/Reallocation		974,000.00	974,000.00
618-111-000-8502	CONSTRUCTION	Budget Reconciliation/Reallocation	-	3,632,400.00	3,632,400.00
618-117-000-8502	CONSTRUCTION	Budget Reconciliation/Reallocation	-	1,918,851.00	1,918,851.00
618-118-000-8502	CONSTRUCTION	Budget Reconciliation/Reallocation	-	5,528,570.00	5,528,570.00
619-102-000-8502	CONSTRUCTION	Budget Reconciliation/Reallocation	-	1,065,740.00	1,065,740.00
619-111-000-8501	ENGINEERING	Budget Reconciliation/Reallocation	-	341,200.00	341,200.00
619-113-000-8502	CONSTRUCTION	Budget Reconciliation/Reallocation	-	12,950,520.00	12,950,520.00
719-117-000-8502	CONSTRUCTION	Budget Reconciliation/Reallocation	-	4,037,660.00	4,037,660.00
719-118-000-8502	CONSTRUCTION	Budget Reconciliation/Reallocation	-	94,000.00	94,000.00
Description					
Budget Amendment Ordinance 10/13/2020					
			Council Approval Required		
Created By	Date		Yes	No	
Robin Bromiley	10/13/2020				
Reviewed By	Date		Approved by Council		
Entered By	Date		Date		

Attachment: 2019-xx Amend Budget ordinance 2020 (Budget Amendment FY2020)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robin Bromiley, Director of Finance
 CC: Jason Laumer, City Manager
 Date: October 13, 2020
 Re: Budget Amendment FY2020 - 2021

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:

A FY2021 budget amendment is requested for the FY2020-2021 General Fund operating budget and the Capital Acquisition fund budget.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

The General Fund expenses are covered by an increase in corresponding revenues and fund balance. The Capital Acquisition expenses are covered by a transfer in from the General Fund's fund balance.

Legal Review:

Supporting Documents:

Ordinance Amending Budget

Staff Recommendation:

Approval

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2020-77, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2020-2021 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 2020-2021, heretofore previously adopted by Ordinance 2020-77; and

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

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

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

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

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City’s budget for the fiscal year ending September 30, 2021, heretofore previously adopted by Ordinance 2020-77 duly enacted by the City Council of the City of Celina on the 8th day of September, 2020, be and is hereby amended as set out in Exhibit “A” attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit “A” be hereby appropriated and reallocated as specified for those purposes designated in Exhibit “A”.

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day of October, 2020.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Meeting date: October 13, 2020
FY2021 Budget Amendment Detail

BUDGET AMENDMENT					
			Budget Change #		1
Account #	Account Name	Description	Approved Budget	Adjustment	Updated Budget
Revenue Adjustment					
102-400-000-4722	INTERGOVERNMENTAL REVENUE	DCFWSO Agreement	-	145,800.00	145,800.00
120-400-000-4900	TRANSFERS IN	Transfer funds from General Fund	-	286,500.00	286,500.00
Expenditure Adjustment					
102-115-000-6100	SALARIES & BENEFITS	New FTE position (Engineer)	1,319,416.00	105,070.00	1,424,486.00
102-115-000-6162	SCHOOL, REGISTRATION & TUITION	New FTE position (Engineer)	8,850.00	500.00	9,350.00
102-115-000-6163	TRAVEL, MEALS AND LODGING	New FTE position (Engineer)	5,800.00	1,000.00	6,800.00
102-115-000-6164	UNIFORMS	New FTE position (Engineer)	5,450.00	150.00	5,600.00
102-115-000-6320	OFFICE SUPPLIES	New FTE position (Engineer)	2,100.00	100.00	2,200.00
102-115-000-6321	MATERIALS AND SUPPLIES	New FTE position (Engineer)	2,250.00	100.00	2,350.00
102-115-000-6502	CELL PHONES	New FTE position (Engineer)	600.00	600.00	1,200.00
102-115-000-6650	MEMBERSHIPS, DUES AND SUBSCRIPTION	New FTE position (Engineer)	3,800.00	400.00	4,200.00
102-115-000-6311	COMPUTER SOFTWARE	New FTE position (Engineer)	-	1,050.00	1,050.00
102-102-000-6200	CONTRACT SERVICES	Cleaning Services	136,320.00	10,000.00	146,320.00
102-110-000-6242	MEDICAL CONTROL	Physicals	32,000.00	23,400.00	55,400.00
102-110-000-6325	MEDICAL SUPPLIES	Stryker Devices	63,500.00	59,820.00	123,320.00
102-103-000-6311	COMPUTER SOFTWARE	Computer VPN's	277,410.00	25,000.00	302,410.00
102-104-000-7500	TRANSFERS OUT	Transfer funds from General Fund	-	286,500.00	286,500.00
120-103-000-6310	COMPUTER HARDWARE	Computer Hardware/IT Storage	-	201,500.00	201,500.00
120-110-000-6310	COMPUTER HARDWARE	Computer Hardware for EOC	-	20,000.00	20,000.00
120-110-000-8502	CONSTRUCTION	Fire Station #1 Remodel - EOC	-	65,000.00	65,000.00
					-
					-
					-
					-
Description					
Budget Amendment Ordinance 10/13/2020					
Created By		Date		Yes	No
Robin Bromiley		10/13/2020			
Reviewed By		Date		Approved by Council	
Entered By		Date		Date	

Attachment: 2020-xx Amend Budget ordinance 2021 (Budget Amendment FY2021)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Raha Pouladi, Senior Planner
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Public Safety Location Resolution

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas setting forth locations for future fire and police facilities. (Public Safety Location) (Colakovic)

Background Information:

Refer to the attached resolution for further information.

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. 2020-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TEXAS, SETTING FORTH LOCATIONS FOR FUTURE FIRE AND POLICE FACILITIES; 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 and operating pursuant to the enabling legislation of the State of Texas and the Constitution of the State of Texas; and

WHEREAS, the City's fire service area covers a territory of approximately 77 square miles; and

WHEREAS, the City's police service area covers a territory of approximately 77 square miles; and

WHEREAS, the City has conducted an internal study for the purpose of determining locations for its fire and police facilities which shall best serve the emergency service and safety needs of the community; and

WHEREAS, the fire department has identified locations for future stations that will most effectively serve the City's fire and emergency service area and protect the health, safety, and welfare of its citizens; and

WHEREAS, the police department has identified locations for future stations that will most effectively serve the City's police service area and protect the health, safety, and welfare of its citizens; and

WHEREAS, future fire station and police station locations are described and depicted on the attached Exhibit; and

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

1. That the City Council of the City of Celina, Texas hereby approves and designates the locations for future fire and police stations as described and depicted on the attached Exhibit A.

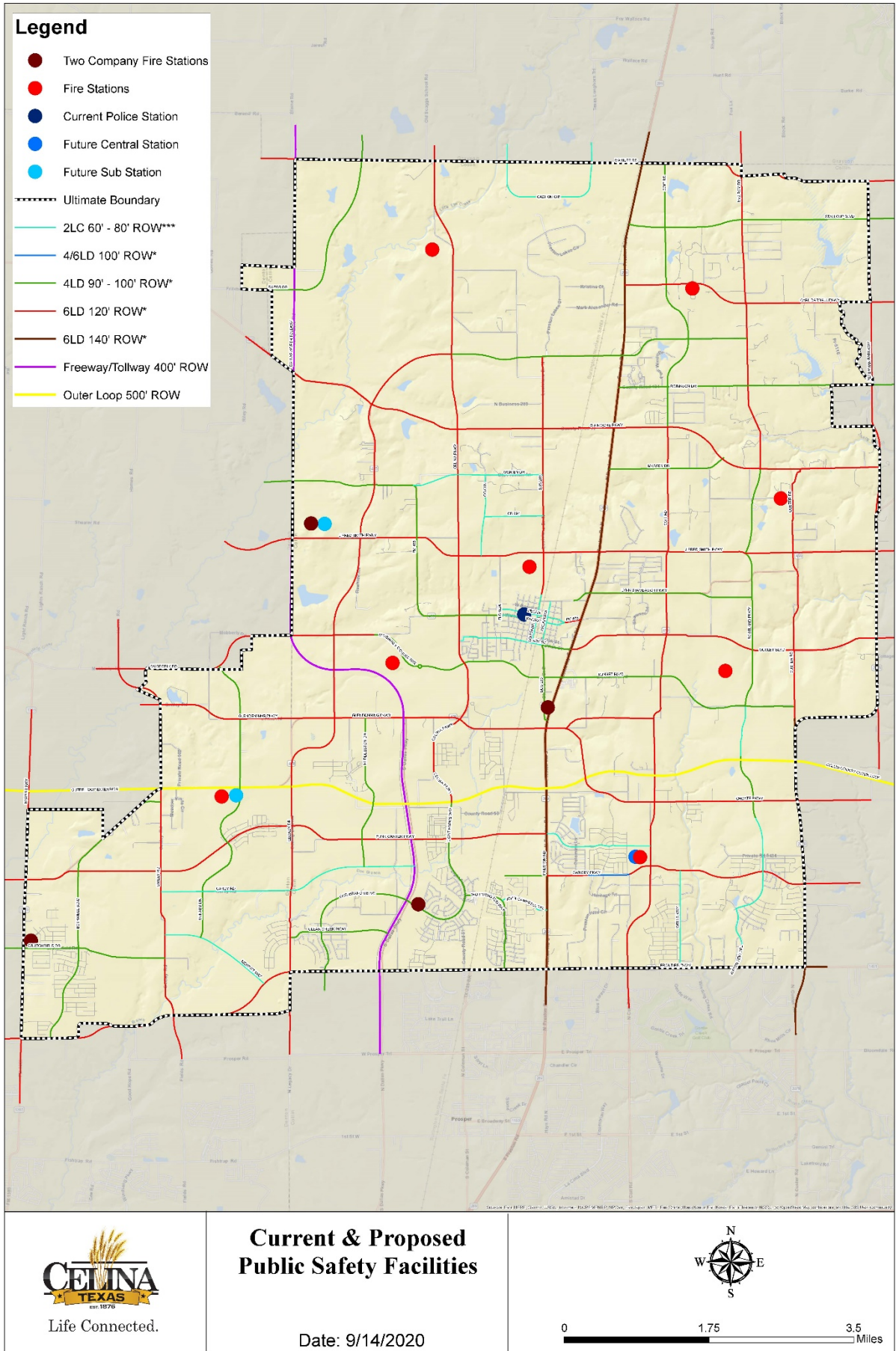
2. That the City Council of the City of Celina, Texas may review and revise this policy as patterns of development and population growth warrant such revisions.

PASSED, APPROVED, AND RESOLVED this 13th day of October, 2020.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas





Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Carriage Ride Ordinance

Action Requested:

Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 4: Business Regulations to Create a New Article 4.09 Horse Drawn Carriages. (Carriage Ride Ordinance) (Barton)

Background Information:

The city does not currently have a carriage ride ordinance. The market has presented the opportunity to implement an ordinance that forwards the vision of the Downtown Master Plan.

Supporting Documents:

- Proposed Ordinance
- Workshop Presentation

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 4: BUSINESS REGULATIONS TO CREATE A NEW ARTICLE 4.09 HORSE DRAWN CARRIAGES; PROVIDING FINDINGS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Celina seeks to encourage economic development in its downtown business and entertainment district; and

WHEREAS, it is the intent of the City Council to allow carriage tours of the community; and

WHEREAS, it is the intent of the City Council to regulate carriage tours as a business activity; and

WHEREAS, it is the intent of the City Council to protect carriage patrons and the public at-large; and

WHEREAS, it is the intent of the City Council to maintain the livability and attractiveness of the community; and

WHEREAS, the City Council desires to set forth certain rules and regulations to ensure such safe operation.

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

SECTION 1
INCORPORATION OF PREMESIS

That, this ordinance shall be, and the same is hereby, deemed to be incorporated into the Code of Ordinances of the City of Celina, Texas.

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT**

3.01 That the City Code of Ordinances, Chapter 4, Business Regulations, is hereby amended by adding a new article to be entitled Article 4.09 Horse Drawn Carriages, which shall read as follows:

“ARTICLE 4.09: HORSE DRAWN CARRIAGES

Section 4.09.001 Definitions.

The following words and phrases, when used in this article, shall, for purposes of this article, have the meanings respectively ascribed to them in this section:

Carriage. Any vehicle that is drawn by horse, mule, or any other beast of burden which may be hired for the transportation of passengers.

Carriage Business. Any person or business that operates carriages, wagons, carts, or any other vehicles which are drawn by horse, mule, or any other beast of burden for the purpose of transporting passengers for hire.

Carriage Driver Permit. A permit issued by the City of Celina to an individual driver of a carriage operated by a carriage business that has a valid carriage operator license.

Carriage Operator License. A license issued by the City of Celina for the operation of a Carriage Business. A license is valid for all carriages operated by a single carriage business.

Carriage Stand. -A fixed location for the loading and unloading of passengers.

Section 4.09.002 Carriage Operator License.

- (a) No person may operate a carriage business or carriage within the corporate limits of the City without first obtaining a valid carriage operator license issued by the City.
- (b) Carriage operator licenses shall be issued for an operating period beginning on January 1st of each year and expiring on December 31st of the following year.

(c) The carriage operator license may be issued by the City Manager or his designee upon approval of an application that has the following minimum components:

- (1) Name of all persons or business entities that own or control the carriage business.
- (2) List the number and type of carriages to be used.
- (3) Proof of insurance meeting the requirements set forth in this ordinance.
- (4) Proposed areas for loading and unloading carriages, draft animals, carriage stands, and equipment.
- (5) Proposed hours of operation.
- (6) Proposed routes and map thereof.
- (7) Statement acknowledging compliance with best practices for the care of draft animals, carriage maintenance, and all other logistical and operational activities, including sanitary plans for the collection and disposal of manure and excrement.
- (8) A copy of the carriage operator license shall be maintained at the carriage stand during hours of operation and in all operating carriages.
- (9) Carriage operator licenses are not transferable.
- (10) The carriage operator license operator shall provide the City a list of all drivers for appropriate background screening by the City.
- (11) The carriage operator shall sign all legal disclaimer forms required by the City.
- (12) The annual fee for a carriage operator license shall be established by the City's Master Fee Schedule.

Section 4.09.003 Carriage Driver Permit.

- (a) No person may drive a carriage upon the public streets of the City without first obtaining a valid carriage driver permit issued by the City.
- (b) Carriage driver permits shall be issued for an operating period beginning on January 1st of each year and expiring on December 31st of the following year.
- (c) A carriage driver permit may be issued by the City Manager or his designee upon approval of an application that has the following minimum components:
 - (1) Employment by a carriage business holding a valid carriage operator license

- issued by the City;
 - (2) Full legal name of applicant;
 - (3) Date of birth of applicant;
 - (4) Valid driver's license number and issuing state;
 - (5) Home address of applicant; and
 - (6) Home telephone number of applicant.
- (d) A carriage driver permit may be refused or revoked for:
- (1) Failure to maintain a valid vehicle driver's license;
 - (2) Conviction, including probation or deferred adjudication, for driving offenses involving impairment by drugs or alcohol;
 - (3) Conviction of any felony;
 - (4) Conviction of any sex crime or crime against children; and,
 - (5) Conviction for any crime involving animal cruelty or neglect.

Section 4.09.004 Insurance and Indemnification.

(a) A carriage operator licensee shall pay, and by its acceptance of a license specifically agrees to pay, any and all damages or penalties which the City may be legally required to pay as a result of the carriage operator licensee's operation or maintenance of a horse-drawn vehicle under this article, whether or not the acts or omissions complained of are authorized, allowed or prohibited by the City.

(b) A carriage operator licensee shall also pay all expenses incurred by the City in defending itself with regard to any and all damages and penalties mentioned in subsection (a) above. The expenses shall include all out-of-pocket expenses, including a reasonable attorney's fee and the reasonable value of services rendered by any employee of the City.

(c) The carriage operator licensee shall maintain, throughout the term of the permit, liability insurance insuring the City and the licensee with regard to all damages mentioned in the subsections above caused by the carriage operator licensee or its agents, in the minimum amounts required by the City's Purchasing Department:

- (1) The insurance policies obtained by a carriage operator licensee in compliance with this section shall be insured by a company or companies acceptable to the

City and a current certificate or certificates of insurance, along with written evidence of payment of all required premiums, shall be filed and maintained with the City during the term of the permit. The policies shall name the City as an additional insured and shall contain a provision that written notice of cancellation or reduction in coverage of the policy shall be delivered by registered mail to the City at least thirty (30) days in advance of the effective date thereof.

Section 4.09.005 General Operation of Carriages.

The following provisions apply to the operation of carriages and carriage stands within the City of Celina:

- (a) A carriage must display a valid carriage permit issued by the City and have it permanently affixed to the carriage.
- (b) All drivers must display a valid carriage driver permit issued by the City on their person.
- (c) Carriages must be equipped with devices to prevent manure and other excrement from falling on City streets. Any excrement that should fall on a City street shall be removed at the expense of the carriage operator licensee and disposed of in a manner consistent with all health and sanitation standards and laws.
- (d) Carriages are prohibited from operating during the hours from 2:00 a.m. until 8:00 a.m.
- (e) A carriage is required to be equipped with lighting and a slow moving vehicle emblem as required by State law. In addition, the draft animal must be equipped with white, amber, or yellow marker lights or reflective material visible from a distance of 500 feet from the front or sides of the animal.
- (f) A person operating a carriage on a roadway has the rights and duties applicable to the operator of a vehicle under State law or City ordinance, except a right or duty that by its nature cannot apply to a person operating a vehicle drawn by an animal.
- (g) Carriage drivers may not consume alcohol while operating a carriage and may not operate a carriage while intoxicated by alcohol or any other substance.
- (h) The maximum load in any carriage drawn by a single draft animal shall follow best practices.
- (i) The driver of a carriage must yield to traffic overtaking the carriage when safe to do so.

Section 4.09.006 Right to Regulate Carriage Traffic.

In the event of emergency, or to expedite traffic, or to safeguard pedestrians, the City may

regulate carriage traffic in certain areas. Notice of carriage traffic regulation will be provided to all licensed carriage businesses. This regulation may include:

- (1) Directions of travel on specific roadways;
- (2) Prohibited areas; and
- (3) Defined areas of operation.

Section 4.009.007 Exemptions.

Carriage businesses contracted for exclusive activities that include weddings, funerals, private parties, or private events are exempt from the provisions in this section.

Section 4.09.008 Revocation of Carriage Operator License, and/or Carriage Driver Permit.

All licenses and permits may be revoked by the City Manager or his designee for failure to comply with any provision of this ordinance or upon a series of valid complaints that have not been rectified by the operator after sufficient time to cure has elapsed. Notice of revocation will be delivered by certified mail to the address on file for the affected carriage business and/or carriage driver. Said notice shall be deemed received three (3) business days after the date that the City deposits it in the U.S. mail.

SECTION 4 **CUMULATIVE REPEALER**

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

SECTION 5 **SAVINGS**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting business regulations which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such

ordinances same shall not be affected by this Ordinance but maybe prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

That, if any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining portions of this ordinance.

SECTION 7 **PENALTY**

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Five Hundred Dollars (\$500) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **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 9 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 10
EFFECTIVE DATE

That, this ordinance shall become effective on October 14, 2020.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this the _____ day of _____, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Horse Drawn Carriage Ordinance Final (Carriage Ordinance)

Carriage Ride Ordinance

City Council – Work Session

September 8, 2020

Attachment: 20.09.08-Carriage-CC WS (Carriage Ordinance)

Background

- The City Council formally adopted the Downtown Master Plan in 2019
- Entertainment was among the 4 key themes of the future downtown brand
- Recently, a local business reached out to provide horse-drawn carriage rides in downtown

Attachment: 20.09.08-Carriage-CC WS (Carriage Ordinance)

Process

- Many sample policies from thriving downtowns were reviewed from around the region and State
- Staff met with carriage operators to solicit input regarding their experiences with cities
- The City's committee included Police, Engineering, Legal, and Main Street

Attachment: 20.09.08-Carriage-CC WS (Carriage Ordinance)

Proposed Ordinance Highlights

- Annual registration (and nominal fee)
- Insurance & background checks
- Operator required to follow best practices for animal care & passenger safety (e.g. diapers)
- Carriages also regulated by Texas traffic law
- Route map reviewed by Police & Engineering
- Exemptions: exclusive activities (weddings, funerals, events, etc.)

Policy Considerations

- Carriages add to the ambiance of downtown and conform with the vision outlined in the Downtown Master Plan
- Carriages are common in many regional downtowns
- The proposed ordinance protects the City interests (safety) while also not discouraging the operation
- Ordinance was market-tested by operators

Next Steps

- Discussion & Feedback
- City Council: 10-13-20 ordinance adoption



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: The Cottages DA Amendment

Action Requested:

Consider and act upon an amendment to The Cottages development agreement; generally located west of Louisiana Drive and north of J. Fred Smith Parkway. (The Cottages DA Amendment) (Mohan)

Applicant:

James Land & Development Company
102 E. Broadway Street, Suite 940
Prosper, TX 75078

Background Information:

This is an amendment to an existing development agreement that was approved by Council in December 2018. The revised development agreement will be provided to Council at the regular meeting.

Supporting Documents:

- Location Map
- Draft DA

Staff Recommendation:

Staff recommends approval.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Future City Park (53 Acres) Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 53 acres within the Extraterritorial Jurisdiction, generally located south of Robinson Drive and east of County Road 132. (Future City Park (53 Acres) Annexation Service Agreement) (Mohan)

Applicant:

City of Celina
142 N. Ohio
Celina, TX 75009

Background Information:

The property is generally located south of Robinson Drive and east of County Road 132. Please refer to the attached Annexation Service Agreement for more information.

Supporting Documents:

- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval.

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

- Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

OWNER: City of Celina

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

**Exhibit A
Legal Description**

BEING a tract of land situated in the B.B.B. & C.R. Company Survey, Abstract No. 129, and in the B.B.B. & C.R. Company Survey, Abstract No. 130, Collin County, Texas and also being part of a called 82.566 acre tract conveyed to Chi Chu Chan & Tsun Huel Chan as recorded in Volume 5446, Page 427 of the Land Records of Collin County, Texas, being all of a 1.149 acre tract conveyed to Chi Chu Chan & Tsun Huel Chan as recorded in Volume 5515, Page 4725 of the Land Records of Collin County, Texas, and being all of Lot 5 Steeplechase Farms, Phase I, an addition Collin County, Texas, according to the plat thereof recorded in Cabinet O., Page 102 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-Inch Iron rod with a yellow plastic cap stamped "4613" found for corner at the southwest corner of said Lot 5 in the east Right of Way line of County No. 132;

THENCE N 23 deg. 53 min. 54 sec. W following the east Right of Way line of County No. 132 a distance of 408.06 feet to a bent 1/2-Inch Iron rod with a yellow plastic cap stamped "4613" found for corner at the northwest corner of said Lot 5;

THENCE N 89 deg. 57 min. 41 sec. E following the north line of said Lot 5 a distance of 664.36 feet to a 1/2-Inch Iron rod with a yellow plastic cap stamped "4613" set for corner at the northeast corner of said Lot 5;

THENCE N 00 deg. 35 min. 23 sec. W a distance of 1283.34 feet to a mag nail set for corner in the approximate centerline of County No. 134;

THENCE N 89 deg. 57 min. 41 sec. E following the approximate centerline of County No. 134 a distance of 1255.76 feet to a mag nail set for corner at the northeast corner of said 1.149 acre tract;

THENCE S 00 deg. 35 min. 23 sec. E following the east line of said 1.149 acre tract passing at 1001.43 feet a 1/2-Inch Iron rod found for the southeast corner of said 1.149 acre tract and continuing in all a distance of 1656.55 feet to a bent 1/2-Inch Iron rod found for corner in the north line of a called 25.472 acre conveyed to Cellna Partners, LTD. as recorded in Volume 5023, Page 2451 of the Land Records of Collin County, Texas;

THENCE S 89 deg. 57 min. 41 sec. W following the north line of said 25.472 acre tract and the north line of a called 10.500 acre tract conveyed to Joseph and Kelli McCormick as recorded in Instrument No. 20141003001085590 Land Records of Collin County, Texas and continuing in all a distance of 1758.64 feet to the POINT OF BEGINNING and containing 2,297,927 Square Feet or 52.753 Acres of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: October 13, 2020
 Re: Plagge Tract Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 10 acres within the Extraterritorial Jurisdiction, generally located west of Celina Parkway, approximately 1,200 feet east of Dallas Parkway, and approximately 1,300 feet north of the future Collin County Outer Loop. (Plagge Tract Annexation Service Agreement) (Mohan)

Applicant:

Rob Daake
 14755 Preston Rd., Ste. 600
 Dallas, TX 75254

Background Information:

The property is generally located west of Celina Parkway, approximately 1,200 feet east of Dallas Parkway, and approximately 1,300 feet north of the future Collin County Outer Loop. Please refer to the attached Annexation Service Agreement for more information.

Supporting Documents:

- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval.

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

- Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

OWNER: Walter and Deborah Plagge

By: _____
 Name: Walter Plagge
 Title: Owner
 Date: _____

OWNER: Walter and Deborah Plagge

By: _____
 Name: Deborah Plagge
 Title: Owner
 Date: _____

Exhibit A
Legal Description

SITUATED in Collin County, Texas, in the Issac Williamson Survey, Abstract No. 943, being a resurvey of part of the 87.23 acres of land described in a deed from ARCUS Development Corporation, Trustee to Lewis D. Dickerson, J. B. Hunn and Ken Massey dated October 3, 1985, recorded in Volume 2230, Page 590 of the Collin County Land Records, being described by metes and bounds as follows:

COMMENCING at an 8 inch diameter Bois d'Arc corner post at the northwest corner of said 87.23 acre tract; THENCE East, 1837.14 feet and South, 1370.21 feet, (South 54 deg. 01 min. 03 sec. East, 2332.12 feet) to an iron pin set in North-South county rock road No. 52 for a PLACE OF BEGINNING;

THENCE South 0 deg. 47 min. 24 sec. West, 640.34 feet with the East line of said 87.23 acre tract and with said road to an iron pin found at the Southeast corner of said 87.23 acre tract at the corner of said road;

THENCE North 89 deg. 43 min. 13 sec. West, 682.89 feet with the South line of said 87.23 acre tract and with said County Road No. 52 to an iron pin set in said South line and road for a corner;

THENCE North 0 deg. 47 min. 24 sec. East, 635.46 feet to an iron pin set for a corner;

THENCE North 89 deg. 52 min. 13 sec. East, 682.95 feet to the PLACE OF BEGINNING and CONTAINING 10.000 acres of land.

Attachment: Annexation Service Agreement (Plagge Tract Annexation Service Agreement)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Bellevue (Miller) Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 42 acres within the Extraterritorial Jurisdiction, generally located north of future Glendenning Parkway and approximately 1,200 feet west of Coit Road. (Bellevue (Miller) Annexation Service Agreement) (Mohan)

Applicant:

Frank Abbott
6160 Warren Pkway, Suite 210
Frisco, TX 75034

Background Information:

The property is generally located north of future Glendenning Parkway and approximately 1,200 feet west of Coit Road. Please refer to the attached Annexation Service Agreement for more information.

Supporting Documents:

- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval.

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

- Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

OWNER: Bellevue Partners, LTD.

By: _____
 Name: Yancey Camp
 Title: Owner
 Date: _____

Exhibit A
Legal Description

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 167, and the C. F. Rice Survey, Abstract No. 771, Collin County, Texas, and being all of a called 10.01 acre tract as conveyed to Joseph A. Miller and recorded in County Clerk's No. 93-0002189 of Collin County, Texas, and also being all of a called 31.539 acre tract as conveyed to Joseph A. Miller, Inc., Employees Pension Trust and recorded in County Clerk's No. 93-0002190 of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail set in CR. No. 90 at the southeast corner of said called 10.01 acre tract;

THENCE N 89°52'31" W a distance of 44.95' to a mag nail set for corner;
 THENCE N 88°02'04" W a distance of 188.99' to a mag nail set for corner;
 THENCE N 81°46'36" W a distance of 229.66' to a mag nail set for corner;
 THENCE N 89°39'13" W a distance of 658.72' to a mag nail set for corner;
 THENCE N 00°42'44" W a distance of 1603.59' to a corner post found for corner;
 THENCE S 89°58'13" E a distance of 1119.30' to a 1/4" iron rod found for corner;
 THENCE S 00°42'44" E a distance of 1646.43' to the POINT OF BEGINNING and containing 1,809,884 Square Feet or 41.549 Acres of land.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Frontier Mini Storage Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 15 acres within the Extraterritorial Jurisdiction, generally located north of Frontier Parkway (Parvin Road today) and approximately 600 feet east of Smiley Road. (Frontier Mini Storage Annexation Service Agreement) (Mohan)

Applicant:

Collen and Rick Meyer
14673 Midway Rd., Suite 106
Addison, TX 75001

Background Information:

The property is generally located north of Frontier Parkway (Parvin Road today) and approximately 600 feet east of Smiley Road. Please refer to the attached Annexation Service Agreement for more information.

Supporting Documents:

- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval.

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

- Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

OWNER: Frontier Mini Storage, LLC

By: _____
 Name: Rick Myer
 Title: Owner
 Date: _____

**Exhibit A
Legal Description**

Being a tract of land situated in the J. McKim Survey, Abstract No. 889, and the C. Copenhaver Survey, Abstract No. 253, Denton County, Texas, same being that tract of land conveyed to Bruce Mungiguerra and wife, Eleonore Mungiguerra, by deed recorded in Volume 981, Page 231, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner, said corner being the Southeast corner of that tract of land conveyed to Grayson 164 Partners, LP, a Texas limited partnership, by deed recorded in Document No. 2016-28645, Official Public Records, Denton County, Texas, and being along the North line of Parvin Road (public right-of-way);

THENCE North 00 degrees 30 minutes 34 seconds West, along the East line of said Grayson tract, passing at a distance of 698.22 feet to a 1/2 inch iron rod found for reference, said rod being the Northeast corner of said Grayson tract (Tract 1), and being the Southeast corner of said Grayson tract (Tract 2), continuing along said East line, passing at a distance of 546.41 feet to a 1/2 Inch iron rod found for reference, continuing along said East line, a total distance of 1255.38 feet to a post for corner, said corner being the Northeast corner of said Grayson tract (Tract 2), and being along the South line of that tract of land conveyed to Teel Lakes, LLC., a Texas limited liability company, by deed recorded in Instrument No. 2009-126512, Official Public Records, Denton County, Texas;

THENCE North 69 degrees 40 minutes 40 seconds East, along the South line of said Teel Lakes tract, a distance of 109.61 feet to a post for corner;

THENCE North 75 degrees 50 minutes 29 seconds East, along the South line of said Teel Lakes tract, a distance of 389.23 feet to a 1/2 inch iron rod found for corner, said corner being along the West line of that tract of land conveyed to Merritt/Thornton Management Company, by deed recorded in Volume 4428, Page 2026, Deed Records, Denton County, Texas;

THENCE South 00 degrees 35 minutes 26 seconds East along the West line of said Merritt/Thornton tract, a distance of 1156.16 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of said Merritt/Thornton tract, and being along the North line of said Parvin Road;

THENCE South 89 degrees 07 minutes 50 seconds West, along the North line of said Parvin Road, a distance of 493.74 feet to the POINT OF BEGINNING and containing 651,461 square feet or 14.96 acres of land.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Raha Pouladi, Senior Planner
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Ownsby Farms Phase 2 - PID - Pre-SAP

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas, determining the costs of Phase 2 improvements to be financed by the Ownsby Farms Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Phase 2 assessment roll; directing the filing of the proposed Phase 2 assessment roll with the City Secretary; providing for noticing and calling a public hearing for November 10, 2020, to consider an ordinance levying assessments on property located within Phase 2 of the Ownsby Farms Public Improvement District. (Ownsby Farms Phase 2 - PID – Pre-SAP) (Pouladi)

Background Information:

The resolution is attached.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Resolution

Staff Recommendation:

Staff recommends approval.

OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY UPDATED SERVICE AND ASSESSMENT PLAN

January 17, 2017

As updated for Phase #2 on _____ 2020

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Resolution (Ownsby Farms Phase 2 - PID - Pre-SAP)

OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY UPDATED SERVICE AND ASSESSMENT PLAN

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APPENDIX A - THE PID MAP

APPENDIX B - COSTS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX C - DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

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APPENDIX F - PHASE #1 ASSESSMENT ROLL

APPENDIX G - PHASE #2 MAJOR IMPROVEMENT ASSESSMENT ROLL

APPENDIX H - PROPOSED PHASE #2 DIRECT IMPROVEMENT ASSESSMENT ROLL

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On June 9, 2015 (the “Creation Date”) the City Council (the “City Council”) of the City of Celina, Texas (the “City”) passed and approved Resolution No. 2015-26R approving and authorizing the creation of the Ownsby Farms Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district (the “Authorized Improvements”), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in approximately two phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed 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. This Ownsby Farms Public Improvement District Preliminary 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 Authorized Improvement Costs 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 in this Service and Assessment Plan. The Assessments as shown on the Assessment Rolls 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. 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 may 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.

“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) issuing, 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.

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

“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 E and Appendix F, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, (iii) the prepayment reserve described in Section V.F. of this Service and Assessment Plan, and (iv) the delinquency reserve described in Section V.H. 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 any property that benefits from the Authorized Improvements within 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 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. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and amounts collected to pay Administrative Expenses and interest on all Assessments.

“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” or **“Assessment Rolls”** means collectively or separately, as applicable, the Phase #1 Assessment Roll included in this SAP as Appendix E, the Phase #2 Major Improvements Assessment Roll included in this SAP as Appendix F, the Phase #2 Direct Improvements Assessment Roll included in this SAP as Appendix G or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this SAP and in the PID Act.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, 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 for financing the Authorized Improvements, including the Phase #1 Bonds, the Phase #2 Major Improvement Bonds and the Phased PID Bonds, in one or more series and secured in whole or in part by the Assessment Revenues.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

“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, which may be in segments or sections.

“City” means the City of Celina, Texas.

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

“City Major Improvements” means the additional public improvements to be constructed as part of the agreement between the City and the Developer under the Development Agreement as discussed in Section III.B.

“County” means Collin County, Texas.

“Delinquency Reserve” has the meaning set forth in Section V.G. of this Service and Assessment Plan.

“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.

“Developer” means CADG Ownsby Farms, LLC, a Texas limited liability company and its successors and assigns.

“Development Agreement” means that certain Development Agreement relating to the PID executed by and between the Developer and the City effective July 19, 2016, as the same may be amended from time to time.

“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.

“Homeowner Association” means a homeowners’ association or property owners’ association established for the benefit of property owners within the PID.

“Homeowners' Association Special Assessment Allocation” means 1% of the total Assessment that will be reallocated to cover the benefit received by the Homeowner’s Association from the Authorized Improvements benefitting the Homeowner Association Property once the Homeowner Association is created within the PID.

“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 such on the Assessment Roll, being lots typically with approximately 7,200 square feet size and a lot width of 60 feet, which may be referred to as such in the Planned Development District.

“Lot Type 2” means lots identified as such on the Assessment Roll, being lots typically with approximately 6,000 square feet size and a lot width of 50 feet, which may be referred to as such in the Planned Development District.

“Major Improvements” means the Authorized Improvements that will benefit all Assessed Property in the PID as described in Section III.B.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including 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.D.

“Other Major Improvements” means the Major Improvements other than City Major Improvements as described in Section III.B.

“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 official public records for real property in 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 within the PID, identified as “Phase #1” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix F.

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

“Phase #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 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.

“Phase #1 Bonds” mean collectively the Phase #1A Bonds issued by the City (defined in Section IV.A.) and the Phase #1B Bonds [defined in Section IV.A.], if any, to be issued by the City to finance the Phase #1 Improvements.

“Phase #1 Improvements” mean the Authorized Improvements which only benefit Phase #1 Assessed Property and the portion of the Major Improvements required to be constructed for the development allocable to Phase #1 as described in Section III.B.

“Phase #1 Reimbursement Agreement” means that certain Ownsby Farms Public Improvement District Phase #1 Reimbursement Agreement, dated January 17, 2017, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Phase #1 Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phase #1 Improvements funded by the Developer with interest as permitted by the PID Act.

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

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

“Phase #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 #1 Improvements.

“Phase #2 Bonds” mean the Phase #2 Bonds, if any, to be issued by the City to finance the Phase #2 Direct Improvements.

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

“Phase #2 Direct Improvement 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 applicable Bonds or in connection with any Annual Service Plan Update.

“Phase #2 Improvements” mean collectively the Phase #2 Direct Improvements and the Phase #2 Major Improvements.

“Phase #2 Major Improvement Bonds” mean the Phase #2 Major Improvement Bonds (defined in Section IV.A.) issued by the City to finance a portion of the Phase #2 Major Improvements.

“Phase #2 Major Improvements” mean the portion of the Major Improvements required to be constructed for the development allocable to Phase #2 as described in Section III.B.

“Phase #2 Major Improvement 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 #2 Reimbursement Agreement” means that certain Ownsby Farms Public Improvement District Phase #2 Reimbursement Agreement, dated [REDACTED], by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Phase #2 Direct Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phase #2 Direct Improvements funded by the Developer with interest as permitted by the PID Act.

“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, other than Non-Benefited Property, located within the respective Phase.

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

“PID Act” means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

“Planned Development District” means the zoning classification established as PD – Planned Development District #39 pursuant to Ordinance No 2015-14 adopted by the City Council designating the zoning and development standards.

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

“Prepayment Reserve” has the meaning set forth in Section V.F. of this Service and Assessment Plan.

“Public Property” means 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 or political subdivision, whether in fee simple or through an exclusive use easement.

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

“TIRZ No. 7” means the Tax Increment Reinvestment Zone No. 7, City of Celina, Texas.

“TIRZ Annual Credit Amount” means, for each Parcel, such Parcel’s prorated amount of TIRZ Revenues calculated pursuant to Section VI.A. of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to certain public improvements as provided for in the Tax Increment Reinvestment Zone No. Seven Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. 7 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI.A. of this Service and Assessment Plan.

“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 a Trust Indenture, including a substitute fiscal agent or trustee.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 113.5 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 373 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (373) 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 - Updated

Proposed Development Type	Quantity	Measurement
Single Family Residential – 60 Feet	110	units
Single Family Residential – 50 Feet	263	units
Total	373	units

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 72.85 acres and consists of 205 single family residential units as further described in Section III. A map of the property within Phase #1 and Phase #2 and depicting the boundaries of each proposed Phase is shown in Appendix A.

C. PROPERTY INCLUDED IN PHASE #2

Phase #2 consists of approximately 40.7 acres and is projected to consist of approximately 168 residential units. This Service and Assessment Plan is being updated to add additional details of Phase #2 in connection with the issuance of each new series of Phased PID Bonds for Phase #2. A map of the projected property within each Phase is shown in Appendix A.

The estimated number of units at the build-out of the PID is based on the land use approvals 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.

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act identifies the authorized improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act 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 mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
- (ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x)
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) development, rehabilitation, or expansion of affordable housing.

The City has determined that of the improvements authorized under the PID Act, it will undertake at this time only those Authorized Improvements more particularly described in Section III.B, Section III.C, Section III.D and Section III.E. Any change to the list of Authorized Improvements, including any Future Phase Improvements as described in Section III.E, will require the approval of the City.

B. DESCRIPTIONS OF COSTS OF MAJOR IMPROVEMENTS

The Major Improvements are the Authorized Improvements that benefit all Assessed Property in the PID. The Major Improvements include public improvements constructed as part of the agreement between the Developer and the City under the Development Agreement, (“City Major Improvements”) and other Major Improvements required for the PID (“Other Major Improvements”). The Major Improvements include roadway improvements, water distribution system improvements and sanitary sewer collection system improvements.

Roadway improvements

The road improvements part of the Major Improvements includes construction of perimeter road and thoroughfare improvements, including related paving, turn lanes, curbs, gutters, sidewalks, signage, and traffic control devices. The road improvements include approximately 3,000 linear feet of 7" thick concrete pavement for John Campbell Trail (400 linear feet of 2 – 25' divided pavement section within a 90' ROW, 2,600 linear feet of 37' undivided pavement section within a 60' ROW), 1,400 linear feet of 7" thick concrete pavement for Josephine Boulevard (37' undivided pavement section within a 60' ROW), 2,250 linear feet of 7" thick concrete pavement for Ownsby Parkway (1,400 linear feet of 2 – 25' divided pavement section within a 90' ROW, 950 linear feet of 37' undivided pavement section within a 60' ROW) and will provide street access to the PID as well as access to community roadways and state highways. All roadway projects have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Water distribution system improvements

The water distribution system improvements part of the Major Improvements consists of construction approximately 2,550 linear feet of 18" watermain and 600 linear feet of 12" watermain and installation of water lines, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing, trench safety and erosion protection. These water distribution system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Sanitary sewer collection system improvements

The sanitary sewer improvements part of the Major Improvements consists of construction approximately 3,650 linear feet of 12" sanitary sewer main connects into a regional 21" sewer main at Josephine Boulevard and the creek and run north through Josephine Boulevard, east through Ownsby Parkway, and continues north along Preston Road to connect into the existing Carter Ranch sewer system and installation of service lines, manholes, encasements and appurtenances. The sanitary sewer collection system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Strom drainage collection system improvements

The storm drainage collection system improvements part of the Major Improvements consists of construction approximately 18" – 36" reinforced concrete pipes, 6'x4', 7'x4', and 7'x5' reinforced concrete boxs, and 8 – 10'x8' multi-reinforced box culverts to server John Campbell Trail, 18" – 42" reinforced concrete pipes and 8 – 10'x4' multi-reinforced box culverts to server Josephine Boulevard, 18" reinforced concrete pipe and 2 – 6'x4' multi-reinforced box culverts to server Ownsby Parkway. The storm drainage collection system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Table III-A below shows the Actual Costs of the Major Improvements that have been constructed. 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).

Table III-A
Authorized Improvements - Major Improvements
Actual Costs

Description	Phase #1	Phase #2	Total
<i>City Major Improvements</i>			
Roadway improvements	\$378,519	\$308,355	\$686,874
Water improvements	\$28,623	\$23,317	\$51,940
Sanitary sewer improvements	\$166,976	\$136,025	\$303,001
Storm drainage improvements	\$13,248	\$10,793	\$24,041
Other soft costs	\$173,303	\$134,726	\$308,029
<i>Subtotal - City Major Improvements</i>	<i>\$760,669</i>	<i>\$613,216</i>	<i>\$1,373,885</i>
<i>Other Major Improvements</i>			
Roadway improvements	\$916,300	\$746,450	\$1,662,750
Water improvements	\$25,732	\$20,962	\$46,694
Sanitary sewer improvements	\$2,447	\$1,993	\$4,440
Storm drainage improvements	\$32,074	\$26,128	\$58,202
Other soft costs	\$264,187	\$216,459	\$480,646
<i>Subtotal - Other Major Improvements</i>	<i>\$1,240,740</i>	<i>\$1,011,992</i>	<i>\$2,252,732</i>
Total	\$2,001,409	\$1,625,208	\$3,626,617

Note: The Major Improvements related to Phases #1 and Phases #2 are categorized based on the projected timing of construction. Additional Major Improvements related to Phase #2 are anticipated to be funded with the future Phased PID Bonds.

C. DESCRIPTIONS OF COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements are the Authorized Improvements that benefit the Phase #1 Assessed Property. The descriptions of the Phase #1 Improvements are presented below and the Actual Costs of the Phase #1 Improvements are shown in Table III-B.

Roadway improvements

The roadway improvements within Phase #1 include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements include approximately 15,000 linear feet of local collectors (6" thick 31' wide concrete section) within a 50' ROW and will provide street access to each lot within Phase #1 as well as access to community roadways and state highways. All roadway projects have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Water distribution system improvements

The water distribution system improvements within Phase #1 consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Phase #1 Assessed Property. The water distribution system improvements includes approximately 11,700 linear feet of 8" waterline with all appurtenances and will extend water service to the boundaries of Phase #1 and to all lots within Phase #1. The water distribution system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Sanitary sewer collection system improvements

The sanitary sewer collection system improvements within Phase #1 consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #1 Assessed Property. The sanitary sewer improvements include approximately 12,050 linear feet of sanitary sewer with all appurtenances and will extend wastewater service to the boundaries of Phase #1 and to all lots within Phase #1. The sanitary sewer improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

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.

The Actual Costs shown in Tables III-B may be revised in Annual Service Plan Updates. 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). The detailed costs of the Phase #1 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).

Table III-B
Authorized Improvements - Phase #1 Improvements
Actual Costs

Description	Estimated Costs
Roadway improvements	\$3,296,087
Water improvements	\$513,972
Sanitary sewer improvements	\$632,843
Storm drainage improvements	\$0
Other soft costs	\$805,820
<i>Subtotal - Phase #1 Improvements</i>	<i>\$5,248,722</i>
Major Improvements allocated to Phase #1	\$2,001,409
Total Phase #1 Improvement Costs	\$7,250,132

Additionally, the Developer plans to construct certain improvements within the PID over a period of approximately five years including amenities, landscaping, hardscaping and other miscellaneous items (collectively, the “Private Costs”) to serve the entire PID. The Private Costs will be paid entirely by the Developer without any reimbursement through the PID.

D. DESCRIPTIONS OF ESTIMATED COSTS OF PHASE #2 DIRECT IMPROVEMENTS

The Phase #2 Direct Improvements are the Authorized Improvements that will benefit the Phase #2 Assessed Property. The descriptions of the Phase #2 Direct Improvements are presented below and the Budgeted Costs of the Phase #2 Direct Improvements are shown in Table III-C. The Budgeted Costs shown in Table III-C may be revised in an Annual Service Plan Update as needed.

Roadway improvements

The roadway improvements within Phase #2 include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements include approximately _____ linear feet of local collectors (6” thick 31’ wide concrete section) within a 50’ ROW and will provide street access to each lot within Phase #2 as well as access to community roadways and state highways. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements

The water distribution system improvements within Phase #2 consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Phase #2 Assessed Property. The water distribution system improvements include approximately _____ linear feet of 8” waterline with all appurtenances and will extend water service to the boundaries of Phase #2 and to all lots within Phase #2. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary sewer collection system improvements

The sanitary sewer collection system improvements within Phase #2 consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #2 Assessed Property. The sanitary sewer improvements include approximately _____ linear feet of sanitary sewer with all appurtenances and will extend wastewater service to the boundaries of Phase #2 and to all lots within Phase #2. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm drainage collection system improvements

The storm drainage collection system improvements within Phase #2 consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide

storm drainage collection service to the Phase #2 Assessed Property. The storm drainage improvements include approximately _____ linear feet of sanitary sewer with all appurtenances and will extend wastewater service to the boundaries of Phase #2 and to all lots within Phase #2. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Additional details of the Phase #2 Improvements are shown in Appendix B (to be provided by developer or engineer) attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

The Budgeted Costs shown in Tables III-C may be revised in Annual Service Plan Updates. 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). The detailed costs of the Phase #2 Direct 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.

Table III-C
Authorized Improvements - Phase #2

Description	Estimated Costs
Roadway improvements	\$2,513,538
Water improvements	\$679,566
Sanitary sewer improvements	\$459,384
Storm drainage improvements	\$1,689,774
Other soft costs	\$1,484,404
<i>Subtotal - Phase #2 Direct Improvements</i>	<i>\$6,826,666</i>
Major Improvements allocated to Phase #2	\$1,625,208
Total Phase #2 Direct and Major Improvement Costs	\$8,451,874

Additionally, the Developer plans to construct certain improvements within the PID over a period of approximately _____ years including amenities, landscaping, hardscaping and other miscellaneous items (collectively, the “Private Costs”) to serve the entire PID. The Private Costs will be paid entirely by the Developer without any reimbursement through the PID.

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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. The Phase #1 Improvements and Phase #2 Major Improvements were completed and accepted by the City on [REDACTED]. It is anticipated that it will take approximately [REDACTED] months to construct the Phase #2 Direct Improvements.

The Actual Costs for the Phase #1 Improvements plus costs related to the issuance of the Phase #1A Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID are \$8,643,002 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

The Budgeted Costs the Phase #2 Direct Improvements and the Phase #2 Major Improvements plus costs related to the issuance of the Phase #2 Major Improvement Bonds and Phase #2 Reimbursement Agreement and payment of expenses incurred in the establishment, administration and operation of the PID are \$9,055,919 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, 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 summarizes the sources and uses of funds required to construct the Phase #1 Improvements financed with the proceeds from the Phase #1A Bonds and Phase #1 Reimbursement Agreement, including Actual Costs related to establishing the PID and issuing the Phase #1 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 changes in Actual Costs.

Table IV-B summarizes the sources and uses of funds required to construct the Phase #2 Major Improvements financed with the proceeds from the Phase #2 Major Improvement Bonds and Phase #2 Direct Improvements to be financed with the proceeds from the Phase #2 Reimbursement Agreement, including Budgeted Costs related to establishing the PID and issuing the Phase #2 Major Improvement Bonds and Phase #2 Reimbursement Agreement. The sources and uses of funds shown in Table IV-B shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and changes in Actual Costs.

The first series of Phase #1 Bonds (“Phase #1A Bonds”) have been issued to finance a portion of the Phase #1 Improvements, including costs to issue the Phase #1A Bonds, as shown in Table IV-A below. The Phase #1A Bonds were used to construct or acquire a portion of the Phase #1 Improvements. A portion of the remaining costs of Phase #1 Improvements have been financed

through the Phase #1 Reimbursement Agreement. A second series of Phase #1 Bonds (“Phase #1B Bonds”) may, subject to the approval of the City Council and compliance with the applicable provisions in the Trust Indenture relating to the Phase #1A Bonds, be issued in the future; and, to the extent provided by law, the proceeds from the Phase #1B Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the Phase #1 Reimbursement Agreement and to pay any unpaid Actual Costs of Phase #1 Improvements required to be paid under the Phase #1 Reimbursement Agreement t.

The Phase #2 Major Improvement Bonds have been issued to finance a portion of the Phase #2 Major Improvements, including costs to issue the Phase #2 Major Improvement Bonds, as shown in Table IV-B on the following page. The Phase #2 Reimbursement Agreement will be entered into between the Developer and the City to finance a portion of the Phase #2 Direct Improvements, as shown in Table IV-B on the following page.

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Table IV-A
Sources and Uses – Phase #1

Sources of Funds	Phase #1A Bonds	Other Improvements (Non-PID)	Total Amounts
Phase #1A Bonds	\$4,465,000	\$0	\$4,465,000
Phase #1 Reimbursement Agreement	\$1,256,000	\$0	\$1,256,000
Other funding sources	\$2,922,002	\$0	\$2,922,002
<i>Total Sources for Phase #1 Improvements</i>	<i>\$8,643,002</i>	<i>\$0</i>	<i>\$8,643,002</i>
Private Improvements	\$0	\$6,080,223	\$6,080,223
Total Sources	\$8,643,002	\$6,080,223	\$14,723,225
Uses of Funds			
Phase #1 Improvements	\$5,220,970	\$0	\$5,220,970
Major Improvements ¹	\$760,669	\$0	\$760,669
Other Major Improvements	\$1,240,740	\$0	\$1,240,740
Private Improvements			
City debt issuance fee	\$0	\$241,800	\$241,800
Non-BQ fee	\$0	\$162,857	\$162,857
Development Agreement fees	\$173,779	\$0	\$173,779
Other private improvements	\$0	\$5,665,566	\$5,665,566
<i>Subtotal Private Improvements</i>	<i>\$173,779</i>	<i>\$6,070,223</i>	<i>\$6,244,002</i>
Costs of issuance			
Capitalized interest	\$425,742	\$0	\$425,742
Reserve fund	\$348,456	\$0	\$348,456
Ag exemption foreclosure reserve	\$0	\$10,000	\$10,000
PID establishment and costs of issuance	\$318,844	\$0	\$318,844
Underwriter's discount	\$153,802	\$0	\$153,802
<i>Subtotal Cost of Issuance</i>	<i>\$1,246,844</i>	<i>\$10,000</i>	<i>\$1,256,844</i>
Total Uses	\$8,643,002	\$6,080,223	\$14,723,225

1 - The Major Improvements funded with Phase #1 Bonds include a portion of the Major Improvements related to Phase #1 shown in Table III-A. The balance of the Major Improvements related to Phase #1 are being funded with Phase #2 Major Improvement Bonds.

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Attachment: Resolution (Ownsby Farms Phase 2 - PID - Pre-SAP)

Table IV-B
Sources and Uses – Phase #2

Sources of Funds	Phase #2 Major Improvement Bonds	Phase #2 Direct Reimbursement Agreement	Total Amounts
Phase #2 Major Improvement Bonds	\$1,765,000	\$0	\$1,765,000
Phase #2 Reimbursement Agreement	\$0	\$2,845,000	\$2,845,000
Other funding sources	\$464,253	\$3,981,666	\$4,445,919
Total Sources	\$2,229,253	\$6,826,666	\$9,055,919
Uses of Funds			
Phase #2 Direct Improvements ¹	\$0	\$6,826,666	\$6,826,666
Major Improvements ²	\$613,216	\$0	\$613,216
Other Major Improvements	\$1,011,992	\$0	\$1,011,992
Private Improvements			
City debt issuance fee	\$0	\$0	\$0
Non-BQ fee	\$0	\$0	\$0
Development Agreement fees	\$72,542	\$0	\$72,542
Other private improvements	\$0	\$0	\$0
<i>Subtotal Private Improvements</i>	<i>\$72,542</i>	<i>\$0</i>	<i>\$72,542</i>
Costs of issuance			
Capitalized interest	\$171,469	\$0	\$171,469
Reserve fund	\$142,794	\$0	\$142,794
Ag exemption foreclosure reserve	\$0	\$0	\$0
PID establishment and costs of issuance	\$156,442	\$0	\$156,442
Underwriter's discount	\$60,798	\$0	\$60,798
<i>Subtotal Cost of Issuance</i>	<i>\$531,503</i>	<i>\$0</i>	<i>\$531,503</i>
Total Uses	\$2,229,253	\$6,826,666	\$9,055,919

1 - The Phase #2 Direct Improvements are being funded with Phase #2 Reimbursement Agreement and other funding sources (Developer contributions). See Table III-B for details.

2 - The Major Improvements were funded with Phase #2 Major Improvement Bonds.

As described in Sections V.I. and VI.A., the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel's PID assessments. The total equivalent Phase #1A Bond par amount to be repaid with the TIRZ Annual Credit Amounts (the "TIRZ Credit Funded Portion") is projected to be \$1,850,912 as calculated based on the projected TIRZ Annual Credit Amounts anticipated to be used for offsetting the Annual Installments to be collected from the Phase #1 Assessed Property. The balance of the Phase #1A Bonds to be repaid with the net Annual Installments (the "Net Assessment Funded Portion") is calculated to be \$2,614,088 (i.e. \$4,465,000 - \$1,850,912 = \$2,614,088). Accordingly, the Phase #1A Bonds are allocated between the TIRZ Credit Funded Portion and the Net Assessment Funded Portion as shown in Table IV-C on the following page. The detailed breakdown of the estimated Phase #1A Bond debt service amounts is in the schedule included in Appendix E.

Table IV-C
Estimated Sources and Uses
Phase #1A Bonds – TIRZ Credit Funded Portion

Sources of Funds	TIRZ Credit Funded Portion	Net Assessment Funded Portion	Total
Bond par amounts	\$1,850,912	\$2,614,088	\$4,465,000
Total Sources	\$1,850,912	\$2,614,088	\$4,465,000
Uses of Funds			
Authorized Improvements	\$1,328,286	\$1,875,970	\$3,204,256
Estimated bond issuance costs	\$522,626	\$738,118	\$1,260,744
Total Uses	\$1,850,912	\$2,614,088	\$4,465,000

The City reserves the right to issue additional parity bonds secured by the Phase #1 Assessment Revenues to finance (or refinance) a portion of Phase #1 Improvements not paid with proceeds of the Phase #1A Bonds. The issuance of such additional bonds will be subject to the conditions and provisions set forth in with Section 13.2 and other applicable provisions in the Trust Indenture for the Phase #1A Bonds. The Phase #1A Bonds may also, subject to the approval of the City Council, be refunded pursuant to the refunding provisions of the Trust Indenture relating to the Phase #1 Bonds. If the debt service on the Phase #1A Bonds is reduced as the result of an economic refunding of those PID bonds, then there would be a corresponding reduction in both TIRZ Annual Credit Amounts and the Annual Installments (i.e., Annual Installments shall be permanently reduced by the same amount the TIRZ Annual Credit Amounts are reduced) which will result in a permanent reduction in the Assessments.

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

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected Annual Installments – Phase #1A Bonds	Projected Annual Installments – Phase #2 Major Improvement Bonds	Projected Annual Installments – Phase #2 Direct Reimbursement Agreement
2016 - 2019	\$10,851,322	\$7,486,000	\$3,365,322	\$1,127,153	\$397,862	\$0
2020	\$6,826,666	\$2,845,000	\$3,981,666	\$470,545	\$148,768	\$0
2021	\$0	\$0	\$0	\$471,019	\$179,404	\$167,250
2022	\$0	\$0	\$0	\$471,194	\$178,066	\$202,750
2023	\$0	\$0	\$0	\$471,106	\$181,741	\$201,510
2024	\$0	\$0	\$0	\$470,719	\$180,098	\$200,280
2025	\$0	\$0	\$0	\$470,034	\$178,469	\$204,061
2026	\$0	\$0	\$0	\$474,049	\$181,853	\$202,602
Total	\$17,677,988	\$10,331,000	\$7,346,988	\$4,425,819	\$1,626,260	\$1,178,453

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #1 Improvements shown in Table III-B, the costs associated with creating the PID and costs of issuing the Phase #1A Bonds and Phase #2 Major Improvement Bonds, including reserves shown in Table IV-A, costs related to the Phase #1 Reimbursement Agreement and Phase #2 Reimbursement Agreement. The difference between the annual projected cost and the annual projected indebtedness, and between the annual projected indebtedness and the principal amount of the bonds each represent an amount funded by the Developer, which may be reimbursed with future bond proceeds to the extent available. This Table IV-D will be updated each year as part of the Annual Service Plan Updates.

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V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed bond issuance program anticipates 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 #1A Bonds, subsequent financings may be issued over the upcoming years as the subsequent phase(s) of the development are gradually constructed.

The purpose of this anticipated gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Phased PID 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 Phased PID 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 debt will maintain a prudent value to lien (“VtL”) ratio within the financing program. In order to maintain a prudent VtL, the initial issuance of Bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt burden 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 may be reimbursed by a subsequent parity lien bond financing and /or a reimbursement agreement, such as the Phase #1 Reimbursement Agreement. For example, the Phase #1A Bonds to be issued to finance a portion of the Phase #1 Improvements may, subject to the initial bond issuance requirements in the Development Agreement and approval by the City Council, be followed by a second parity lien issuance of Phased PID Bonds (the Phase #1B Bonds) to finance Actual Costs of Phase #1 Improvements not financed by the Phase #1A Bonds.

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

1. The Authorized 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 into 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 process 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 Authorized 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 Phase #1 Improvement costs are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units estimated for each Parcel.
6. The Phase #2 Major Improvement costs are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.
7. The Phase #2 Direct Improvement costs are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the Phase #1 Assessed Property and Phase #2 Assessed Property as a result of the Phase #1 Improvements, Phase #2 Direct Improvements, and the Major 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 Phase #2 Assessed Property, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit within Phase #1 of the Phase #1 Improvements to Phase #1 Assessed Property in a manner that results in equal shares of the Budgeted Costs of such improvements being apportioned to Phase #1 Assessed Property similarly benefited and reallocates the special benefit within Phase #2 of the Phase #2 Major Improvements and the Phase #2 Direct Improvements to Phase #2 Assessed Property in a manner that results in equal shares of the Budgeted Costs of such improvements being apportioned to Phase #2 Assessed Property 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.

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 and IV-B are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has 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 Authorized Improvements provide a special benefit to the Assessed Property as a result of these improvements being constructed on the Assessed Property or in close proximity to the Assessed Property and the specific purpose of these Authorized 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 is 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 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.

Each owner of the Assessed Property have ratified, confirmed, accepted, agreed to and approved; (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; and (ii) 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 Authorized Improvement Costs through the PID has been determined by the City Council to be beneficial to the City and the PID. As a result, the Authorized Improvements 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 Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the 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 beneficial; 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. ASSESSMENT METHODOLOGY

The Budgeted 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 Budgeted Costs may be assessed using any methodology that results in the imposition of equal shares of the Budgeted Costs on Assessed Property similarly benefited.

1. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Phase #1 Improvements 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 Budgeted Costs of the Phase #1 Improvements provided by the Developer working with the City's engineers, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property resulting from the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 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 is 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.

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

2. *Assessment Methodology for Phase #2*

For purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Phase #2 Direct Improvements and Phase #2 Major 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 Budgeted Costs of the Phase #2 Direct Improvements and Phase #2 Major Improvements provided by the Developer working with the City's engineers, as set forth in Table III-B, the City Council has determined that the benefit to Phase #2 Assessed Property resulting from the Phase #2 Direct Improvements and Phase #2 Major 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 is 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.

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

D. ASSESSMENTS

The Assessments for Phase #1 have been levied on each Parcel according to the Phase #1 Assessment Roll, attached hereto as Appendix F. The Annual Installments for the Phase #1A Bonds will be collected at the time and in the amounts shown on the Phase #1 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

The Assessments for Phase #2 Major Improvements have been levied on each Parcel according to the Phase #2 Major Improvement Assessment Roll, attached hereto as Appendix G. The Annual Installments for the Phase #2 Major Improvement Bonds will be collected at the time and in the amounts shown on the Phase #2 Major Improvement Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

The Assessments for Phase #2 Direct Improvements are being levied on each Parcel according to the Phase #2 Direct Improvement Assessment Roll, attached hereto as Appendix H. The Annual Installments for the Phase #2 Reimbursement Agreement and Phase #2 Major Improvement Bonds will be collected at the time and in the amounts shown on the Phase #2 Direct Improvement Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

E. 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.

F. 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, with up to 0.20% of the interest rate component of the Annual Installments 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% of the interest rate component of the Annual Installments allocated to fund a delinquency reserve account as described below. The prepayment reserve shall be funded until it reaches 1.50% of the outstanding Bonds as stipulated in the Bond documents. Once the prepayment reserve is funded in full, any additional interest collected shall be allocated to fund delinquent payments as described in Section V.H. below.

G. AG EXEMPTION FORECLOSURE RESERVE

A reserve in the amount of \$10,000 (the “Ag Exemption Foreclosure Reserve”) was established and fully funded by the Developer at the time of levying the Assessments on the Phased #2 Assessed Property for the Phase #2 Major Improvements. Such amount shall be used for the payment of costs of foreclosure proceedings, if any, related to the changes in the agricultural exemption status of the Assessed Property.

H. DELINQUENCY RESERVE

The City has allocated up to 0.30% of the additional interest rate component of the Annual Installments to offset any possible delinquent payments. This additional reserve shall be funded up to 4% of the outstanding Bonds, but in no event will the annual collection, together with the prepayment reserve, total more than 0.50% of the outstanding Bonds. Once the delinquency reserve is funded in full, the City may allocate up to 0.50% of the additional interest rate 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. TIRZ ANNUAL CREDIT AMOUNT

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel’s PID assessments (the “TIRZ Annual Credit Amount”). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 7 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI.A. of this Service and Assessment Plan.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #1

The Assessments, and Annual Installments thereof, for each Parcel of Phase #1 Assessed Property is shown on the Phase #1 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 (i) principal and interest on the Phase #1A Bonds, (ii) principal and interest required by the Phase #1 Reimbursement Agreement, (iii) to fund the prepayment reserve described in Section V, (iv) delinquency reserve described in Section V, and (v) to cover Administrative Expenses of Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis.

As described in Section V.I., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2019 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2020). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The Equivalent Units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2

The Assessments, and Annual Installments thereof, for each Parcel of Phase #2 Assessed Property is shown on the Phase #2 Major Improvement Assessment Roll, attached as Appendix G and the Phase #2 Direct Improvement 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 for Phase #2 Major Improvement Bonds shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #2 Major Improvement Bonds and Phase #2 Reimbursement Agreement, (ii) to fund the prepayment reserve described in Section V, (iii) delinquency reserve described in Section V, and (iv) to cover Administrative Expenses. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis.

The Annual Installments for Phase #2 Reimbursement shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #2 Reimbursement Agreement, and (ii) to cover Administrative Expenses.

As described in Section V.I., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2019 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2020). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The Equivalent Units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

The Assessments shall not exceed the benefit received by the Assessed Property.

C. 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 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.

D. MANDATORY PREPAYMENT OF ASSESSMENTS

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

E. 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 Authorized Improvement 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 after all Authorized Improvements to be funded with a series of Bonds have been completed and a portion of the Bonds have been redeemed using the TIRZ Annual Credit Amounts or other funds available to the City, 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 remaining outstanding amount(s) of the Bonds after such redemptions. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds.
3. 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 Collection Costs. 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.

F. 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 such Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture or applicable reimbursement agreement; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. 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 Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the levy of the Assessments.

Each Assessment shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on the Bonds and (ii) 8.99 percent per annum. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on interest rates of 5.75% and 6.125% for the Term 2032 and Term 2046 Phase #1 Bonds, respectively, (and an additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve) and an interest rate of 5.5% for the Phase #1 Reimbursement Agreement. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #1 Assessment Roll.

The Phase #2 Major Improvement Assessment Roll sets forth for each year the Annual Installment for each Parcel based on interest rate of 6.125% for the Phase #2 Major Improvement Bonds (and an additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve. Furthermore, the Annual Installments for the Phase #2 Major Improvements may not exceed the amounts shown on the Phase #2 Major Improvement Assessment Roll.

The Phase #2 Direct Assessment Roll sets forth for each year the Annual Installment for each Parcel based on interest rate of 5.0% for the Phase #2 Reimbursement Agreement. Furthermore, the Annual Installments for the Phase #2 Direct Improvements may not exceed the amounts shown on the Phase #2 Direct Improvement Assessment Roll.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act, Chapter 1207 of the Texas Government Code or any other applicable authority provided by the laws of the State of Texas. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

G. 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, including capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure

sale in case of delinquencies as are provided for ad valorem taxes of the City. The City 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.

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

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VII. THE ASSESSMENT ROLL

A. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property was assessed for the special benefits conferred upon such property as a result of the Phase #1 Improvements. Table IV-A summarizes the \$8,643,002 in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements, costs associated with the PID formation, and costs related to the issuance of the Phase #1A Bonds. The total amount of Phase #1A Bonds and Phase #1 Reimbursement Agreement is \$5,721,000 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 \$5,721,000 plus annual Administrative Expenses, the additional interest for Prepayment Reserve and Delinquency Reserve and Delinquent Collection Costs, if any. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.C. of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix F.

B. PHASE #2 ASSESSMENT ROLL

Phase #2 Assessed Property was assessed for the special benefits conferred upon such property as a result of the Phase #2 Major Improvements. Table IV-B summarizes the \$2,229,253 in special benefit received by Phase #2 Assessed Property from the Phase #2 Major Improvements, costs associated with the PID formation, and costs related to the issuance of the Phase #2 Major Improvement Bonds. The total amount of Phase #2 Major Improvement Bonds is \$1,765,000 which is less than the benefit received by Phase #2 Assessed Property from the Phase #2 Major Improvements, and as such the total Assessment for all Assessed Property within Phase #2 is \$1,765,000 plus annual Administrative Expenses, the additional interest for Prepayment Reserve and Delinquency Reserve and Delinquent Collection Costs, if any. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.C. of this Service and Assessment Plan. The Phase #2 Major Improvement Assessment Roll is attached hereto as Appendix G.

Phase #2 Assessed Property will also be assessed for the special benefits conferred upon such property as a result of the Phase #2 Direct Improvements. Table IV-B summarizes the \$6,826,666 in special benefit received by Phase #2 Assessed Property from the Phase #2 Direct Improvements and costs associated with the PID formation. The total amount of Phase #2 Reimbursement Agreement is \$2,845,000 which is less than the benefit received by Phase #2 Assessed Property from the Phase #2 Direct Improvements, and as such the total Assessment for all Assessed Property within Phase #2 is \$2,845,000 plus annual Administrative Expenses. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.C. of this Service and Assessment Plan. The Phase #2 Direct Improvement Assessment Roll is attached hereto as Appendix H.

C. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll, the Phase #2 Major Improvement Assessment Roll and Phase

#2 Direct Improvement 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 Phase #1 Assessed Property and Phase #2 Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Phase #1 Assessed Property and Phase #2 Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Phase #1 Assessment, Phase #2 Major Improvement Assessment and Phase #2 Direct Improvement Assessment, if any, as provided by Section VI.F. of this Service and Assessment Plan. The Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of additional Phase #1 Bonds, if any, and any obligations owed pursuant to a reimbursement agreement. Failure to perform an annual update shall not affect the then current assessment rate, which shall remain in place until updated.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

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

To the extent consistent with the PID Act, 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 PID 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, Prepayment Costs 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.

To the extent permitted by the PID Act, the City Council reserves the right 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; (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, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

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 interpretations and determinations shall be conclusive.

E. SEVERABILITY

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

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

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APPENDIX A
PID MAP

APPENDIX B
AUTHORIZED IMPROVEMENTS COSTS

Owensby Farms PID
Estimated Authorized Improvement Costs - All Phases
(For information and future reference purposes only)

Description	Phase Direct Costs - PID	City Major Improvement Costs	Other Major Improvement Costs	Total PID Major Improvement Costs	Private Costs	Total Estimated Costs
Owensby Parkway (Turnlane) - Phase 1 Offsite	\$0	\$81,367	\$0	\$81,367	\$0	\$81,367
Owensby Parkway (90' ROW) - Phase 1 Offsite	\$0	\$284,069	\$0	\$284,069	\$0	\$284,069
Owensby Parkway (90' ROW) - Phase 2 Onsite	\$0	\$188,408	\$0	\$188,408	\$0	\$188,408
Owensby Parkway (90' ROW) - Phase 2 Offsite	\$0	\$74,418	\$74,417	\$148,835	\$0	\$148,835
Owensby Parkway (Roundabout) - Phase 2 Onsite	\$0	\$104,232	\$104,232	\$208,464	\$0	\$208,464
Owensby Parkway (60' ROW) - Phase 2 Onsite	\$0	\$1,092,359	\$0	\$1,092,359	\$0	\$1,092,359
John Campbell Trail (Turnlane) - Phase 1 Offsite	\$72,073	\$0	\$0	\$0	\$0	\$72,073
John Campbell Trail - Phase 1 Onsite	\$0	\$311,532	\$1,609,580	\$1,921,112	\$0	\$1,921,112
Josephine Blvd - Phase 1 Onsite	\$0	\$10,218	\$52,858	\$63,076	\$0	\$63,076
Josephine Blvd - Phase 2 Onsite	\$0	\$144,432	\$746,232	\$890,664	\$0	\$890,664
Paving - Phase 1 Onsite	\$3,224,014	\$0	\$0	\$0	\$0	\$3,224,014
Paving - Phase 2 Onsite	\$2,206,826	\$0	\$0	\$0	\$0	\$2,206,826
Paving Drainage Easements	\$72,239	\$80,187	\$90,556	\$170,743	\$0	\$242,982
Paving Drainage Soft Costs	\$990,525	\$412,388	\$465,716	\$878,104	\$0	\$1,868,629
Paving Drainage Contingency	\$220,683	\$229,104	\$258,731	\$487,835	\$0	\$708,518
12" Sanitary Sewer - Phase 1 Offsite	\$0	\$245,477	\$0	\$245,477	\$0	\$245,477
12" Sanitary Sewer - Phase 1 Onsite	\$0	\$57,512	\$2,723	\$60,235	\$0	\$60,235
8" Sanitary Sewer - Phase 1 Onsite	\$573,299	\$0	\$0	\$0	\$0	\$573,299
8" Sanitary Sewer - Phase 2 Onsite	\$312,894	\$0	\$0	\$0	\$0	\$312,894
18" Water - Phase 1 Onsite	\$0	\$39,927	\$46,704	\$86,631	\$0	\$86,631
18" Water - Phase 2 Onsite	\$0	\$53,190	\$62,216	\$115,406	\$0	\$115,406
12" Water - Phase 2 Offsite	\$0	\$7,388	\$0	\$7,388	\$0	\$7,388
12" Water - Phase 2 Onsite	\$0	\$7,583	\$19,425	\$27,008	\$0	\$27,008
8" Water - Phase 1 Onsite	\$453,216	\$0	\$0	\$0	\$0	\$453,216
8" Water - Phase 2 Onsite	\$324,976	\$0	\$0	\$0	\$0	\$324,976
Water Sewer Easement Costs	\$22,325	\$14,388	\$4,587	\$18,975	\$0	\$41,300
Water Sewer Soft Costs	\$299,590	\$73,994	\$23,592	\$97,586	\$0	\$397,176
Water Sewer Contingency	\$63,787	\$41,108	\$13,107	\$54,215	\$0	\$118,002
SE Sector Sewer Cost Share	\$108,051	\$0	\$0	\$0	\$0	\$108,051
Light Farms Oversizing Cost Share	\$110,250	\$0	\$0	\$0	\$0	\$110,250
Bond Issuance Savings (Park Donation)	\$0	\$0	\$0	\$0	\$241,800	\$241,800
Flood Study	\$0	\$0	\$0	\$0	\$35,000	\$35,000
SWPPP	\$0	\$0	\$0	\$0	\$9,000	\$9,000
Final Platting Fee	\$0	\$0	\$0	\$0	\$5,880	\$5,880
Engineering Review	\$0	\$0	\$0	\$0	\$15,000	\$15,000
Waters of the US Assessment	\$0	\$0	\$0	\$0	\$4,000	\$4,000
Geotechnical Testing	\$0	\$0	\$0	\$0	\$191,360	\$191,360
Common Area Landscape/Hardscape	\$0	\$0	\$0	\$0	\$2,500,000	\$2,500,000
Amenity Costs	\$0	\$0	\$0	\$0	\$1,800,000	\$1,800,000
BQ Fees	\$0	\$0	\$0	\$0	\$45,000	\$45,000
Thoroughfare and Park Fees	\$0	\$0	\$0	\$0	\$1,105,326	\$1,105,326
Total	\$9,054,748	\$3,553,281	\$3,574,675	\$7,127,956	\$5,952,366	\$22,135,070

Attachment: Resolution (Owensby Farms Phase 2 - PID - Pre-SAP)

Owensby Farms PID
Estimated Authorized Improvement Costs - Phase #1

Description	Phase Direct Costs - PID	City Major Improvement Costs	Other Major Improvement Costs	Total PID Major Improvement Costs	Private Costs	Total Estimated Costs
Owensby Parkway (Turnlane) - Phase 1 Offsite	\$0	\$81,367	\$0	\$81,367	\$0	\$81,367
Owensby Parkway (90' ROW) - Phase 1 Offsite	\$0	\$284,069	\$0	\$284,069	\$0	\$284,069
Owensby Parkway (90' ROW) - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Owensby Parkway (90' ROW) - Phase 2 Offsite	\$0	\$0	\$0	\$0	\$0	\$0
Owensby Parkway (Roundabout) - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Owensby Parkway (60' ROW) - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
John Campbell Trail (Turnlane) - Phase 1 Offsite	\$72,073	\$0	\$0	\$0	\$0	\$72,073
John Campbell Trail - Phase 1 Onsite	\$0	\$311,220	\$1,609,892	\$1,921,112	\$0	\$1,921,112
Josephine Blvd - Phase 1 Onsite	\$0	\$10,218	\$52,858	\$63,076	\$0	\$63,076
Josephine Blvd - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Paving - Phase 1 Onsite	\$3,224,014	\$0	\$0	\$0	\$0	\$3,224,014
Paving - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Paving Drainage Easements	\$0	\$24,041	\$58,202	\$82,243	\$0	\$82,243
Paving Drainage Soft Costs	\$593,296	\$123,637	\$299,295	\$422,932	\$0	\$1,016,228
Paving Drainage Contingency	\$0	\$68,687	\$166,275	\$234,962	\$0	\$234,962
12" Sanitary Sewer - Phase 1 Offsite	\$0	\$245,477	\$0	\$245,477	\$0	\$245,477
12" Sanitary Sewer - Phase 1 Onsite	\$0	\$57,524	\$2,711	\$60,235	\$0	\$60,235
8" Sanitary Sewer - Phase 1 Onsite	\$573,299	\$0	\$0	\$0	\$0	\$573,299
8" Sanitary Sewer - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
18" Water - Phase 1 Onsite	\$0	\$39,937	\$46,694	\$86,631	\$0	\$86,631
18" Water - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
12" Water - Phase 2 Offsite	\$0	\$0	\$0	\$0	\$0	\$0
12" Water - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
8" Water - Phase 1 Onsite	\$453,216	\$0	\$0	\$0	\$0	\$453,216
8" Water - Phase 2 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Water Sewer Easement Costs	\$0	\$12,003	\$1,729	\$13,732	\$0	\$13,732
Water Sewer Soft Costs	\$184,773	\$61,729	\$8,893	\$70,622	\$0	\$255,394
Water Sewer Contingency	\$0	\$34,294	\$4,941	\$39,234	\$0	\$39,234
SE Sector Sewer Cost Share	\$59,544	\$0	\$0	\$0	\$0	\$59,544
Light Farms Oversizing Cost Share	\$60,756	\$0	\$0	\$0	\$0	\$60,756
Bond Issuance Savings (Park Donation)	\$0	\$0	\$0	\$0	\$241,800	\$241,800
Flood Study	\$0	\$0	\$0	\$0	\$35,000	\$35,000
SWPPP	\$0	\$0	\$0	\$0	\$9,000	\$9,000
Final Platting Fee	\$0	\$0	\$0	\$0	\$5,880	\$5,880
Engineering Review	\$0	\$0	\$0	\$0	\$15,000	\$15,000
Waters of the US Assessment	\$0	\$0	\$0	\$0	\$4,000	\$4,000
Geotechnical Testing	\$0	\$0	\$0	\$0	\$191,360	\$191,360
Common Area Landscape/Hardscape	\$0	\$0	\$0	\$0	\$2,500,000	\$2,500,000
Amenity Costs	\$0	\$0	\$0	\$0	\$1,800,000	\$1,800,000
BQ Fees	\$0	\$0	\$0	\$0	\$45,000	\$45,000
Thoroughfare and Park Fees	\$0	\$0	\$0	\$0	\$1,105,326	\$1,105,326
Total	\$5,220,970	\$1,354,202	\$2,251,490	\$3,605,692	\$5,952,366	\$14,779,029

Attachment: Resolution (Owensby Farms Phase 2 - PID - Pre-SAP)

Owensby Farms PID
Estimated Authorized Improvement Costs - Phase #2
(For information and future reference purposes only)

Description	Phase Direct Costs - PID (for illustration only)	City Major Improvement Costs	Other Major Improvement Costs	Total PID Major Improvement Costs	Private Costs	Total Estimated Costs
Owensby Parkway (Turnlane) - Phase 1 Offsite	\$0	\$0	\$0	\$0	\$0	\$0
Owensby Parkway (90' ROW) - Phase 1 Offsite	\$0	\$0	\$0	\$0	\$0	\$0
Owensby Parkway (90' ROW) - Phase 2 Onsite	\$0	\$188,408	\$0	\$188,408	\$0	\$188,408
Owensby Parkway (90' ROW) - Phase 2 Offsite	\$0	\$74,418	\$74,417	\$148,835	\$0	\$148,835
Owensby Parkway (Roundabout) - Phase 2 Onsite	\$0	\$104,232	\$104,232	\$208,464	\$0	\$208,464
Owensby Parkway (60' ROW) - Phase 2 Onsite	\$0	\$1,092,359	\$0	\$1,092,359	\$0	\$1,092,359
John Campbell Trail (Turnlane) - Phase 1 Offsite	\$0	\$0	\$0	\$0	\$0	\$0
John Campbell Trail - Phase 1 Onsite	\$0	\$312	-\$312	\$0	\$0	\$0
Josephine Blvd - Phase 1 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Josephine Blvd - Phase 2 Onsite	\$0	\$144,432	\$746,232	\$890,664	\$0	\$890,664
Paving - Phase 1 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
Paving - Phase 2 Onsite	\$2,206,826	\$0	\$0	\$0	\$0	\$2,206,826
Paving Drainage Easements	\$72,239	\$56,146	\$32,354	\$88,500	\$0	\$160,739
Paving Drainage Soft Costs	\$397,229	\$288,751	\$166,421	\$455,172	\$0	\$852,401
Paving Drainage Contingency	\$220,683	\$160,417	\$92,456	\$252,873	\$0	\$473,556
12" Sanitary Sewer - Phase 1 Offsite	\$0	\$0	\$0	\$0	\$0	\$0
12" Sanitary Sewer - Phase 1 Onsite	\$0	-\$12	\$12	\$0	\$0	\$0
8" Sanitary Sewer - Phase 1 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
8" Sanitary Sewer - Phase 2 Onsite	\$312,894	\$0	\$0	\$0	\$0	\$312,894
18" Water - Phase 1 Onsite	\$0	-\$10	\$10	\$0	\$0	\$0
18" Water - Phase 2 Onsite	\$0	\$53,190	\$62,216	\$115,406	\$0	\$115,406
12" Water - Phase 2 Offsite	\$0	\$7,388	\$0	\$7,388	\$0	\$7,388
12" Water - Phase 2 Onsite	\$0	\$7,583	\$19,425	\$27,008	\$0	\$27,008
8" Water - Phase 1 Onsite	\$0	\$0	\$0	\$0	\$0	\$0
8" Water - Phase 2 Onsite	\$324,976	\$0	\$0	\$0	\$0	\$324,976
Water Sewer Easement Costs	\$22,325	\$2,385	\$2,858	\$5,243	\$0	\$27,568
Water Sewer Soft Costs	\$114,817	\$12,265	\$14,699	\$26,964	\$0	\$141,781
Water Sewer Contingency	\$63,787	\$6,814	\$8,166	\$14,980	\$0	\$78,767
SE Sector Sewer Cost Share	\$48,507	\$0	\$0	\$0	\$0	\$48,507
Light Farms Oversizing Cost Share	\$49,494	\$0	\$0	\$0	\$0	\$49,494
Bond Issuance Savings (Park Donation)	\$0	\$0	\$0	\$0	\$0	\$0
Flood Study	\$0	\$0	\$0	\$0	\$0	\$0
SWPPP	\$0	\$0	\$0	\$0	\$0	\$0
Final Platting Fee	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Review	\$0	\$0	\$0	\$0	\$0	\$0
Waters of the US Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Geotechnical Testing	\$0	\$0	\$0	\$0	\$0	\$0
Common Area Landscape/Hardscape	\$0	\$0	\$0	\$0	\$0	\$0
Amenity Costs	\$0	\$0	\$0	\$0	\$0	\$0
BQ Fees	\$0	\$0	\$0	\$0	\$0	\$0
Thoroughfare and Park Fees	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$3,833,778	\$2,199,079	\$1,323,185	\$3,522,264	\$0	\$7,356,041



Owensby Farms Phase 2 QTO

City of Celina, Texas

Prepared For: Centurion American
Date: August 13, 2019
File Name: Owensby Farms Phase 2 QTO

	NORTH	SOUTH	ONSITE	OWNSBY PARKWAY	ETTA TERRACE	OFFSITE	TOTAL
50' LOTS	91	34	125	0	0	0	12
60' LOTS	43	0	43	0	0	0	4
TOTAL LOTS	134	34	168	0	0	0	16
STREETS (LF)	4600	1075	5675	2100	1190	3290	896
ACRES	30.9	6.9	37.8	4.1	1.6	5.7	43.

CONSTRUCTION COSTS

DESCRIPTION	NORTH	SOUTH	ONSITE	OWNSBY	ETTA	OFFSITE	TOTAL
Earthwork	\$730,600	\$26,355	\$756,955	\$38,140	\$11,925	\$50,065	\$807,020
Water	\$363,757	\$77,929	\$441,687	\$34,114	\$203,766	\$237,880	\$679,566
Sewer	\$288,497	\$57,854	\$346,350	\$113,034	\$0	\$113,034	\$459,384
Storm	\$79,289	\$6,550	\$85,839	\$1,143,399	\$460,536	\$1,603,935	\$1,689,774
Paving	\$750,091	\$183,182	\$933,273	\$575,153	\$198,092	\$773,245	\$1,706,518
Miscellaneous	\$57,400	\$13,950	\$71,350	\$52,725	\$14,300	\$67,025	\$138,375
TOTAL CONSTRUCTION COSTS	\$2,269,634	\$365,820	\$2,635,453	\$1,956,564	\$888,619	\$2,845,183	\$5,480,637

MISCELLANEOUS COSTS

DESCRIPTION	QTY	UNIT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
Engineering & Surveying	1	LS	\$205,500	\$53,000	\$258,500	\$66,500	\$66,500	\$133,000	\$391,500
Retaining Walls	1	LS	\$84,090	\$0	\$84,090	\$0	\$0	\$0	\$84,090
FEMA Fees	1	LS	\$0	\$0	\$0	\$0	\$8,000	\$8,000	\$8,000
Mitigation	1	LS	\$346,797	\$0	\$346,797	\$0	\$166,950	\$166,950	\$513,747
SWPPP (plan preparation & inspections)	1	LS	\$9,000	\$9,000	\$18,000	\$9,000	\$9,000	\$18,000	\$36,000
Platting Fee (\$300 + \$15/LOT)			\$2,310	\$810	\$3,120	\$300	\$300	\$600	\$3,720
P,P & M Bond (2% of Pvg & Util Contracts)	2.0%	%	\$29,633	\$6,510	\$36,143	\$37,314	\$17,248	\$54,562	\$90,705
Eng. Review & Inspection Fee (3% of Pvg & Util)	3.0%	%	\$44,449	\$9,765	\$54,214	\$55,971	\$25,872	\$81,843	\$136,057
Geotechnical Testing	1.5%	%	\$34,045	\$5,487	\$39,532	\$29,348	\$13,329	\$42,678	\$82,210
TOTAL MISC. COSTS			\$755,823	\$84,573	\$840,396	\$198,433	\$307,199	\$505,632	\$1,346,029

SUMMARY

Construction Costs	\$2,269,634	\$365,820	\$2,635,453	\$1,956,564	\$888,619	\$2,845,183	\$5,480,637
Miscellaneous Costs	\$755,823	\$84,573	\$840,396	\$198,433	\$307,199	\$505,632	\$1,346,029
NET PROJECT COSTS	\$3,025,457	\$450,393	\$3,475,850	\$2,154,998	\$1,195,818	\$3,350,816	\$6,826,666
Per Lot:	\$22,578	\$13,247	\$20,690	\$12,827	\$7,118	\$19,945	\$40,635
Per SF Acre:	\$97,911	\$65,274	\$91,954	\$57,011	\$31,635	\$88,646	\$180,600

REVISIONS

DATE	TOTAL COST	PER LOT COST	DESCRIPTION	PREP/CHECK
2/6/2019	\$ 6,658,850	\$ 39,873	Feasibility	ABS/ESH
7/21/2019	\$ 6,946,523	\$ 41,348	Earthwork cost increased due to additional lot grading, excavation, and import fill.	SWH/ABS
8/13/2019	\$ 6,826,666	\$ 40,635	Reduction of storm sewer, increase in erosion control and water for second connection point.	HM/TJW

GENERAL NOTES

- 1) Earthwork quantities do not include costs for rock excavation or compaction.
- 2) This estimate assumes that no moisture conditioning was completed with the Mass Grading of Phase 1 for the lots north of the creek, but was completed for the lots south of the creek.
- 3) This estimate excludes the stockpile of dirt imported in spring 2019.
- 4) All fees need to be verified by the City of Celina
- 5) Franchise costs are not included in this estimate.
- 6) Landscaping, screening walls, sidewalks, brick pavers, and irrigation bid by landscape plans; therefore they have been excluded from this estimate.
- 7) Sidewalks adjacent to residential lots are excluded from costs. Sidewalks are assumed to be constructed by the home builders, except where adjacent to park dedication or open space. ADA ramps are required to be built by the Developer.
- 8) This estimate is based on the the Issued for Construction plan set dated August 13, 2019.
- 9) Lift station decommissioning plans are being prepared and will be added to the plan set as a revision.
- 10) FEMA and mitigation fees must be verified.
- 11) Impact fees have been excluded.
- 12) Costs shown herein exclude interest, legal fees, other services provided by others, off-site sanitary sewer pro-rata, off-site water line improvements, telephone service, off-site easement preparation & procurement, impact fees, or other costs not specifically addressed, such as connecting to sanitary sewer and water in the City of Celina, rock excavation moisture conditioning of pads, jurisdictional determination and permit processing, and brick pavers. Engineering costs do not include cost for staking retaining walls.
- 13) Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable development cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids, or the development cost will not vary from opinions of probable cost prepared by him. If the owner wishes greater assurance as to the development cost, he shall employ an independent cost estimator.

SINGLE FAMILY NORTH COSTS

EARTHWORK				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Rough Lot Grading	134	LOT	\$170	\$22,780
Final Lot Grading	134	LOT	\$170	\$22,780
Moisture Conditioning	134	LOT	\$2,800	\$375,200
Clear, Strip & Grub	30.9	AC	\$1,500	\$46,350
Excavation	46,690	CY	\$3.50	\$163,415
Import Fill	8,260	CY	\$10	\$82,600
Silt Fence	5,790	LF	\$3	\$14,475
Rock Check Dam	1	EA	\$1,000	\$1,000
Construction Entrance	1	EA	\$2,000	\$2,000
TOTAL				\$730,600

WATER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" PVC Water Line	3,845	LF	\$32	\$123,040
12" PVC Water Line	1,047	LF	\$45	\$47,115
12" Gate Valve & Box	3	EA	\$2,400	\$7,200
8" Gate Valve & Box	13	EA	\$1,150	\$14,950
1" Tap Service Line & Meter Box (Irrigation)	3	EA	\$1,250	\$3,750
1" Water Service - Residential	134	EA	\$650	\$87,100
Fire Hydrant Assembly (inc. 6" Gate Valve)	12	EA	\$5,000	\$60,000
Concrete Encasement	55	LF	\$30	\$1,650
Cast Iron Fittings	2.5	TN	\$4,150	\$10,375
Concrete Blocking - Type B	7.5	CY	\$100	\$750
Trench Safety	4,892	LF	\$1	\$4,892
Testing (Excluding Geotech)	4,892	LF	\$1	\$2,935
TOTAL				\$363,757

SEWER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" Sanitary Sewer Main (SDR-35)	4,091	LF	\$30	\$122,730
8" Sanitary Sewer Main (SDR-26)	611	LF	\$37	\$22,607
5' Dia. Manhole	3	EA	\$4,600	\$13,800
Connect to Existing Manhole and Install External Drop	1	EA	\$3,000	\$3,000
4' Dia. Manhole	13	EA	\$3,800	\$49,400
Manhole - Vacuum test	17	EA	\$150	\$2,550
4" Sewer Service with cleanouts*	114	EA	\$500	\$57,000
Trench Safety	4,702	LF	\$1	\$4,702
Post Construction CCTV	4,702	LF	\$1	\$5,878
Concrete Encasement	66	LF	\$30	\$1,980
Cement Stabilized Sand	60	LF	\$25	\$1,500
Casing Pipe	20	LF	\$40	\$800
Cleanout	1	EA	\$750	\$750
Connect to Existing Sewer Stub	1	EA	\$1,800	\$1,800
TOTAL				\$288,497

*Assumes 20 sewer services were built with the offsite line built in Etta Terrace during Phase 1.

Attachment: Resolution (Ownsby Farms Phase 2 - PID - Pre-SAP)

SINGLE FAMILY NORTH COSTS

STORM				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
18" RCP	122	LF	\$50	\$6,100
21" RCP	279	LF	\$55	\$15,345
36" RCP	143	LF	\$100	\$14,300
8' Std. Curb Inlet (4' depth)	4	EA	\$3,115	\$12,460
10' Std. Curb Inlet (4' depth)	2	EA	\$3,640	\$7,280
15' Std. Curb Inlet (5' depth)	1	EA	\$4,690	\$4,690
Fleximat	10	SY	\$100	\$1,000
36" Type C Headwall w/ Fleximat	1	EA	\$2,980	\$2,980
21" Type C Headwall w/ Fleximat	1	EA	\$2,290	\$2,290
Sidewalk/Flume Crossing	1	EA	\$390	\$390
7' Wide Concrete Flume	200	LF	\$55	\$11,000
Trench Safety	544	LF	\$1	\$544
Inlet/SDMH Protectors	7	EA	\$130	\$910
TOTAL				\$79,289

PAVING				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
7" Conc Pavement w/ 29' B-B	15,745	SY	\$40	\$629,800
6" Lime Stabilized Subgrade	16,831	SY	\$3	\$50,493
*Hydrated Lime (36#/SY)	303	TONS	\$155	\$46,958
Curlex	8,827	LF	\$2	\$13,241
B/F Ramps	8	EA	\$1,200	\$9,600
TOTAL				\$750,091

MISCELLANEOUS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Street Light - 1 Fixture	12	EA	\$3,000	\$36,000
Hand Rail	26	LF	\$100	\$2,600
Conduit - 2 Inch - Open Cut - Sched. 40 (Street Lights)	900	LF	\$18	\$16,200
Sign Posts	6	EA	\$300	\$1,800
Stop Sign	4	EA	\$50	\$200
Street Name Blade	12	EA	\$50	\$600
TOTAL				\$57,400

RETAINING WALLS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
1' Retaining Wall	100	LF	\$30	\$3,000
2' Retaining Wall	470	LF	\$40	\$18,800
3' Retaining Wall	714	LF	\$45	\$32,130
7' Retaining Wall (Structural)	232	LF	\$130	\$30,160
TOTAL				\$84,090

TOTAL:	\$2,353,724
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SINGLE FAMILY SOUTH COSTS

EARTHWORK				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Final Lot Grading	34	LOT	\$170	\$5,780
Clear, Strip & Grub	6.9	AC	\$1,500	\$10,350
Construction Entrance	2	EA	\$2,000	\$4,000
Silt Fence	2,490	LF	\$3	\$6,225
TOTAL				\$26,355

WATER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" PVC Water Line	975	LF	\$32	\$31,200
8" Gate Valve & Box	2	EA	\$1,150	\$2,300
1" Water Service - Residential	34	EA	\$650	\$22,100
Fire Hydrant Assembly (inc. 6" Gate Valve)	2	EA	\$5,000	\$10,000
Cast Iron Fittings	0.5	TN	\$4,150	\$2,023
Concrete Blocking - Type B	1.5	CY	\$100	\$146
Trench Safety	975	LF	\$1	\$975
Testing (Excluding Geotech)	975	LF	\$1	\$585
Remove Plug and Connect to Existing 8" Water	2	EA	\$4,300	\$8,600
TOTAL				\$77,929

SEWER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" Sanitary Sewer Main (SDR-35)	966	LF	\$30	\$28,980
4' Dia. Manhole	2	EA	\$3,800	\$7,600
Manhole - Vacuum test	2	EA	\$150	\$300
4" Sewer Service with cleanouts	34	EA	\$500	\$17,000
Trench Safety	966	LF	\$1	\$966
Post Construction CCTV	966	LF	\$1	\$1,208
Connect to Existing Sewer Stub	1	EA	\$1,800	\$1,800
TOTAL				\$57,854

STORM				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
10' Std. Curb Inlet (4' depth)	1	EA	\$3,640	\$3,640
Remove Existing 4'x4' Drop Inlet	1	EA	\$2,000	\$2,000
Inlet/SDMH Protectors	7	EA	\$130	\$910
TOTAL				\$6,550

Attachment: Resolution (Ownsby Farms Phase 2 - PID - Pre-SAP)

SINGLE FAMILY SOUTH COSTS

PAVING				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
6" Conc Pavement w/ 31' B-B	4,281	SY	\$35	\$149,835
6" Lime Stabilized Subgrade	4,557	SY	\$3	\$13,672
*Hydrated Lime (36#/SY)	82	TONS	\$155	\$12,715
Curlex	2,427	LF	\$2	\$3,641
B/F Ramps	2	EA	\$1,200	\$2,400
Remove Street Barricade	2	EA	\$150	\$300
Connect to Existing Header	62	LF	\$10	\$620
TOTAL				\$183,182

MISCELLANEOUS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Street Light - 1 Fixture	3	EA	\$3,000	\$9,000
Conduit - 2 Inch - Open Cut - Sched. 40 (Street Lights)	225	LF	\$18	\$4,050
Sign Posts	2	EA	\$300	\$600
Stop Sign	2	EA	\$50	\$100
Street Name Blade	4	EA	\$50	\$200
TOTAL				\$13,950
			TOTAL:	\$365,820

OWNSBY PARKWAY COSTS

EARTHWORK				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Construction Entrance	1	EA	\$2,000	\$2,000
Clear, Strip & Grub	4.1	AC	\$1,500	\$6,150
Silt Fence	590	LF	\$3	\$1,475
Rock Check Dam	3	EA	\$1,000	\$3,000
Excavation	7,290	CY	\$3.50	\$25,515
TOTAL				\$38,140

WATER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
12" PVC Water Line	518	LF	\$45	\$23,310
12" Gate Valve & Box	2	EA	\$2,400	\$4,800
1" Irrigation Service	1	EA	\$1,250	\$1,250
Concrete Encasement	20	LF	\$30	\$600
4" PVC Irrigation Sleeve	180	LF	\$12	\$2,160
Cast Iron Fittings	0.3	TN	\$4,150	\$1,075
Concrete Blocking - Type B	0.9	CY	\$100	\$90
Trench Safety	518	LF	\$1	\$518
Testing (Excluding Geotech)	518	LF	\$1	\$311
TOTAL				\$34,114

OFFSITE SEWER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
12" Sanitary Sewer Main (SDR-35)	944	LF	\$40	\$37,760
12" Sanitary Sewer Main (SDR-26)	111	LF	\$50	\$5,550
4' Dia. Manhole	3	EA	\$3,800	\$11,400
4' Dia. Drop Manhole	1	EA	\$4,000	\$4,000
5' Dia. Manhole	1	EA	\$4,600	\$4,600
Remove Existing 4' Manhole	1	EA	\$3,000	\$3,000
Concrete Encasement	55	LF	\$30	\$1,650
Bore & 24" Steel Encase	150	LF	\$250	\$37,500
Manhole - Vacuum test	6	EA	\$150	\$900
Trench Safety	1,055	LF	\$1	\$1,055
Post Construction CCTV	1,055	LF	\$1	\$1,319
Connect to Existing Sanitary Sewer	1	EA	\$2,500	\$2,500
Connect to Existing Sewer Stub	1	EA	\$1,800	\$1,800
TOTAL				\$113,034

Attachment: Resolution (Ownsby Farms Phase 2 - PID - Pre-SAP)

OWNSBY PARKWAY COSTS

STORM				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
18" RCP	51	LF	\$50	\$2,550
21" RCP	300	LF	\$55	\$16,500
2-6'x4' RCB	1,568	LF	\$630	\$987,840
15'x15' Manhole	2	EA	\$16,000	\$32,000
8' Recessed Curb Inlet (4' depth)	1	EA	\$4,000	\$4,000
10' Std. Curb Inlet (4' depth)	4	EA	\$3,640	\$14,560
20' Recessed Curb Inlet (4' depth)	1	EA	\$8,200	\$8,200
2-6'x4' TXDOT Type SW-0 Headwall w/ Fleximat	2	EA	\$14,080	\$28,160
Fleximat	465	SY	\$100	\$46,500
Trench Safety	1,919	LF	\$1	\$1,919
Inlet/SDMH Protectors	9	EA	\$130	\$1,170
TOTAL				\$1,143,399

PAVING				
DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
8" Conc Pavement w/ 2 - 25' B-B & Roundabout	7,586	SY	\$45	\$341,370
7" Conc Pavement w/ 29' B-B	2,955	SY	\$40	\$118,200
Stamped Concrete	240	SY	\$50	\$12,000
6" Lime Stabilized Subgrade	11,670	SY	\$3	\$35,010
*Hydrated Lime (36#/SY)	211	TONS	\$155	\$32,705
Curlex	4,352	LF	\$2	\$6,528
B/F Ramps	8	EA	\$1,200	\$9,600
6" Non-Reinforced Temp Concrete	437	SY	\$40	\$17,480
Connect to Existing Header	66	LF	\$10	\$660
Standard Street Header	29	LF	\$25	\$725
Standard Street Barricade	29	LF	\$25	\$725
Remove Street Barricade	1	EA	\$150	\$150
TOTAL				\$575,153

MISCELLANEOUS				
DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
Street Light - 1 Fixture	7	EA	\$3,000	\$21,000
Street Light - 2 Fixtures	2	EA	\$5,000	\$10,000
Conduit - 2 Inch - Open Cut - Sched. 40 (Street Lights)	825	LF	\$18	\$14,850
Pedestrian Crosswalk	120	LF	\$4	\$480
Yield Bar	60	LF	\$4	\$240
Pavement Striping	1,540	LF	\$1	\$1,155
Sign Posts	14	EA	\$300	\$4,200
Stop Sign	1	EA	\$50	\$50
Street Name Blade	2	EA	\$50	\$100
Miscellaneous Sign	13	EA	\$50	\$650
TOTAL				\$52,725

TOTAL:	\$1,956,564
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Attachment: Resolution (Ownsby Farms Phase 2 - PID - Pre-SAP)

ETTA TERRACE COSTS

EARTHWORK				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Clear, Strip & Grub	1.6	AC	\$1,500	\$2,400
Excavation	2,150	CY	\$4	\$7,525
Construction Entrance	1	EA	\$2,000	\$2,000
TOTAL				\$11,925

WATER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" PVC Water Line	690	LF	\$32	\$22,080
18" PVC Water Line	1,411	LF	\$70	\$98,770
8" Gate Valve & Box	1	EA	\$1,150	\$1,150
12" Gate Valve & Box	1	EA	\$2,400	\$2,400
18" Gate Valve & Box	3	EA	\$6,500	\$19,500
36" Steel Encasement	142	LF	\$100	\$14,200
4" PVC Irrigation Sleeve	120	LF	\$12	\$1,440
Fire Hydrant Assembly (inc. 6" Gate Valve)	3	EA	\$5,000	\$15,000
Concrete Encasement	20	LF	\$30	\$600
Cast Iron Fittings	0.7	TN	\$4,150	\$2,928
Concrete Blocking - Type B	2.1	CY	\$100	\$212
Trench Safety	2,101	LF	\$1	\$2,101
Testing (Excluding Geotech)	2,101	LF	\$1	\$1,261
Remove Plug and Connect to Existing 18" Water	1	EA	\$4,500	\$4,500
Connect to Existing 8" Water (TS&V)	1	EA	\$6,000	\$6,000
Remove and Replace Concrete Pavement	155	SY	\$75	\$11,625
TOTAL				\$203,766

STORM				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
18" RCP	25	LF	\$50	\$1,250
21" RCP	403	LF	\$55	\$22,165
24" RCP	188	LF	\$60	\$11,280
8' Std. Curb Inlet (4' depth)	2	EA	\$3,115	\$6,230
10' Std. Curb Inlet (4' depth)	4	EA	\$3,640	\$14,560
Fleximat	1570	SY	\$100	\$157,000
8-10'x4' MBC	70	LF	\$2,500	\$175,000
8-10'x4' TXDOT Type FW-0/PW-1 Headwall	2	EA	\$33,400	\$66,800
21" Type C Headwall w/ Fleximat	1	EA	\$2,290	\$2,290
24" Type C Headwall w/ Fleximat	1	EA	\$2,495	\$2,495
Trench Safety	686	LF	\$1	\$686
Inlet/SDMH Protectors	6	EA	\$130	\$780
TOTAL				\$460,536

Attachment: Resolution (Ownsby Farms Phase 2 - PID - Pre-SAP)

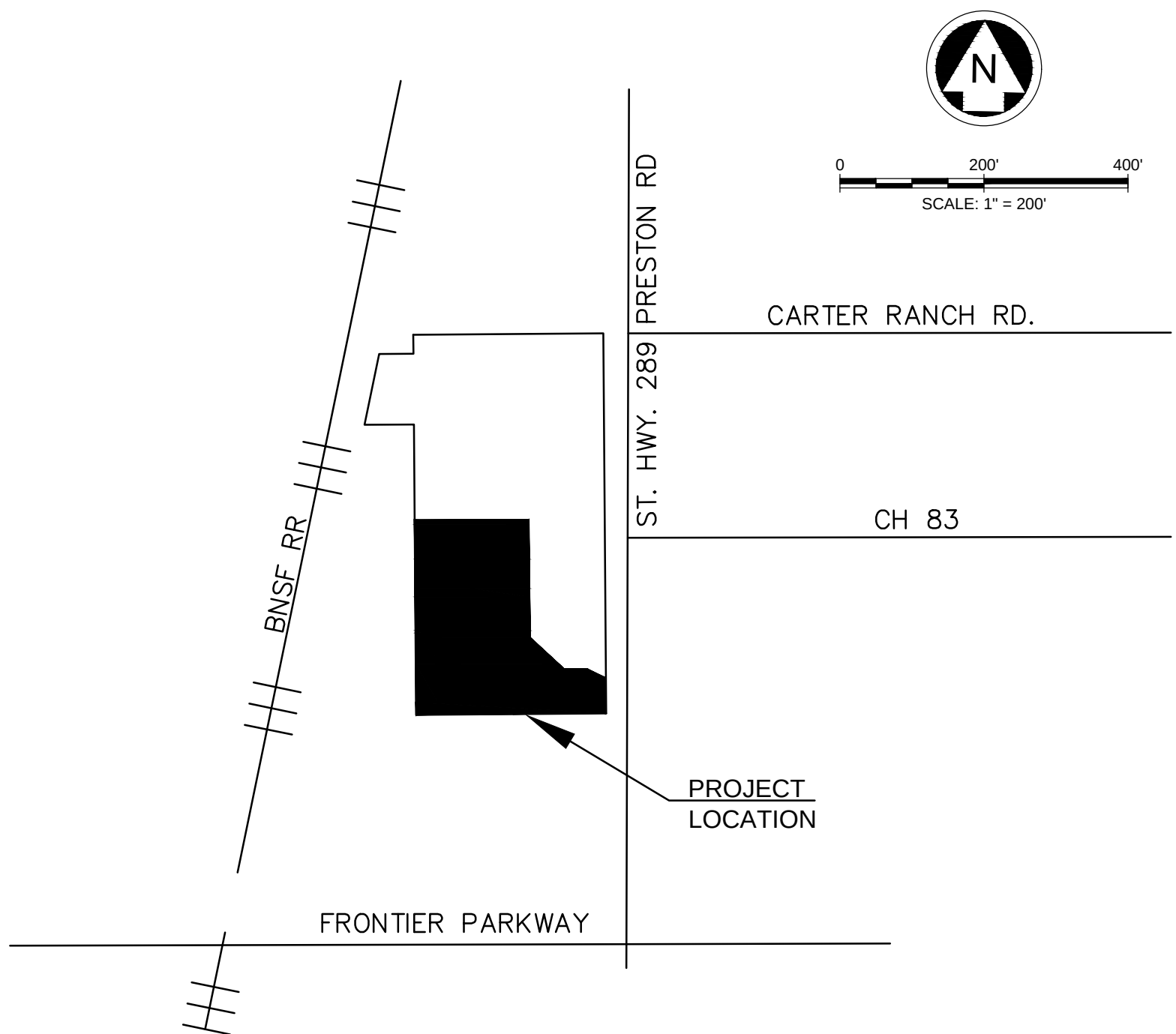
ETTA TERRACE COSTS

PAVING				
DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
7" Conc Pavement w/ 29' B-B	4,119	SY	\$40	\$164,760
6" Lime Stabilized Subgrade	4,404	SY	\$3	\$13,212
*Hydrated Lime (36#/SY)	80	TONS	\$155	\$12,400
B/F Ramps	6	EA	\$1,200	\$7,200
Connect to Existing Header	37	LF	\$10	\$370
Remove Street Barricade	1	EA	\$150	\$150
TOTAL				\$198,092

MISCELLANEOUS				
DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
Street Light - 1 Fixture	3	EA	\$3,000	\$9,000
Conduit - 2 Inch - Open Cut - Sched. 40 (Street Lights)	225	LF	\$18	\$4,050
Sign Posts	3	EA	\$300	\$900
Stop Sign	3	EA	\$50	\$150
Street Name Blade	4	EA	\$50	\$200
TOTAL				\$14,300

			TOTAL:	\$888,619
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APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



May 2016



10875 JOHN W. ELLIOTT DR.
SUITE 400
FRISCO, TX 75033
PHONE: 469-213-1800
TX FIRM NO 12207

Drawing: J:\001\CEN14007_Ownsby_Farms\01Phase 1\Exhibits\TRZ Exhibit\CEN14007_Exhibit E_Off-Site Easements
Last Saved by: Sharper
Last Saved: 5/4/2016 12:04 PM
Plot Date/Time: 5/4/2016 12:06 PM

APPENDIX D
LOT TYPES AND EQUIVALENT UNITS

APPENDIX D
LOT TYPES AND EQUIVALENT UNITS

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of two 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	
Lot Type 1	60 Ft Lots	110	units
Lot Type 2	50 Ft Lots	263	units
Total		373	units

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

Table D-2
Proposed Development – Phase #1

Type	Description	Proposed Development	
Lot Type 1	60 Ft Lots	67	units
Lot Type 2	50 Ft Lots	138	units
Total		205	units

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

Table D-3
Proposed Development – Phase #2

Type	Description	Proposed Development	
Lot Type 1	60 Ft Lots	43	units
Lot Type 2	50 Ft Lots	125	units
Total		168	units

As explained under Section V.C, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements to be financed with the Phases #1A Bonds and the Phase #1 Reimbursement Agreement shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units, and the Actual Costs of the Phase #2 Direct Improvements and Phase #2 Major Improvements to be financed with the Phases #2 Bonds and Phase #2 Major Improvement Bonds, respectively, shall be allocated to the Phases #2 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 #1 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., 60 Ft, 50 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 (60 Ft Lots) representing the highest value to Lot Type 2 (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 (60 Ft Lots) to 1.0.

Table D-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (60 Ft Lot)	\$375,000	1.00 per dwelling unit
Lot Type 2 (50 Ft Lot)	\$312,500	0.83 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, estimated Lot Types and number of units estimated to be built within Phase #1.

Table D-5
Equivalent Unit Factors – Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	67	1.00	67.00
Lot Type 2 (50 Ft Lot)	138	0.83	115.00
Total Equivalent Units	205		182.00

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

Table D-6
Equivalent Unit Factors – Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	43	1.00	43.00
Lot Type 2 (50 Ft Lot)	125	0.83	104.17
Total Equivalent Units	168		147.17

APPENDIX E
ALLOCATION OF ASSESSMENTS

APPENDIX E
ALLOCATION OF ASSESSMENTS

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

The total amount of the Phase #1 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #1, is \$5,721,000. As shown in Appendix D, there are a total of 205 residential units representing a total of 182.00 estimated Equivalent Units for the residential development in Phase #1, resulting in an Assessment per Equivalent Unit of \$31,434.07.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$31,434.07 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$31,434.07 (i.e. $\$31,434.07 \times 1.00$). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$26,195.05 (i.e. $\$31,434.07 \times 0.83$). Table E-1 below sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #1.

Table E-1
Assessment Per Unit – Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor ¹	Assessment per Unit	Total Assessments
Lot Type 1	67	\$31,434.07	1.00	\$31,434.07 per dwelling unit	\$2,106,082
Lot Type 2	138	\$31,434.07	0.83	\$26,195.05 per dwelling unit	\$3,614,918
Total	205				\$5,721,000

1 – See Appendix D for the calculation of the Equivalent Unit Factors

The projected leverage calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table E-2 below.

Table E-2
Projected Leverage – Phase #1

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit ¹	Leverage (Land Value)	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1	67	\$25,000	\$72,000	\$375,000	\$31,434	0.80	2.29	11.93
Lot Type 2	138	\$20,000	\$60,000	\$312,500	\$26,195	0.76	2.29	11.93
Total	205							

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table E-3 on the following page.

Table E-3
Estimated Tax Rate Equivalent per unit – Phase #1

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Land Value)	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1	67	\$25,000	\$72,000	\$375,000	\$2,626	\$10.50	\$3.65	\$0.00
Lot Type 2	138	\$20,000	\$60,000	\$312,500	\$2,188	\$10.94	\$3.65	\$0.00
Total	205							

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 F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

B) Allocation of Phase #2 Major Improvement Assessments to Lot Types in Phase #2

The total amount of the Phase #2 Major Improvement Bonds, which represents the Phase #2 Major Improvement Assessment to be allocated on all Parcels within Phase #2, is \$1,765,000. As shown in Appendix D, there are a total of 168 residential units representing a total of 147.17 estimated Equivalent Units for the residential development in Phase #2, resulting in a Phase #2 Major Improvement Assessment per Equivalent Unit of \$11,993.20.

The Phase #2 Major Improvement Assessment per dwelling unit or acre is calculated as the product of (i) \$11,993.20 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$11,993.20 (i.e. $\$11,993.20 \times 1.00$). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$9,994.34 (i.e. $\$11,993.20 \times 0.83$). Table E-4 sets forth the Phase #2 Major Improvement Assessment per dwelling unit for each of the two Lot Types in Phase #2.

Table E-4
Assessment Per Unit – Phase #2 Major Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor ¹	Assessment per Unit	Total Assessments
Lot Type 1	43	\$11,993.20	1.00	\$11,993.20 per dwelling unit	\$515,708
Lot Type 2	125	\$11,993.20	0.83	\$9,994.34 per dwelling unit	\$1,249,292
Total	168				\$1,765,000

¹ – See Appendix D for the calculation of the Equivalent Unit Factors

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table E-5 on the following page.

Table E-5
Projected Leverage – Phase #2 Major Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit¹	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1	43	\$78,000	\$375,000	\$11,993	6.50	31.27
Lot Type 2	125	\$65,000	\$325,000	\$9,994	6.50	32.52
Total	168					

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table E-6 below.

Table E-6
Estimated Tax Rate Equivalent per unit – Phase #2 Major Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1	43	\$78,000	\$375,000	\$1,225	\$1.57	\$0.33
Lot Type 2	125	\$65,000	\$325,000	\$1,021	\$1.57	\$0.31
Total	168					

The Phase #2 Major Improvement Assessment and the related Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 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.

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

The total amount of the Phase #2 Reimbursement Agreement, which represents the Phase #2 Direct Improvement Assessment to be allocated on all Parcels within Phase #2, is \$2,845,000. As shown in Appendix D, there are a total of 168 residential units representing a total of 147.17 estimated Equivalent Units for the residential development in Phase #2, resulting in a Phase #2 Direct Improvement Assessment per Equivalent Unit of \$19,331.82.

The Phase #2 Major Improvement Assessment per dwelling unit or acre is calculated as the product of (i) \$19,331.82 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$19,331.82 (i.e. $\$19,331.82 \times 1.00$). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$16,109.85 (i.e.

\$19,331.82 × 0.83). Table E-4 sets forth the Phase #2 Major Improvement Assessment per dwelling unit for each of the two Lot Types in Phase #2.

Table E-7
Assessment Per Unit – Phase #2 Direct Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor ¹	Assessment per Unit	Total Assessments
Lot Type 1	43	\$19,331.82	1.00	\$19,331.82 per dwelling unit	\$831,268
Lot Type 2	125	\$19,331.82	0.83	\$16,109.85 per dwelling unit	\$2,013,732
Total	168				\$2,845,000

1 – See Appendix D for the calculation of the Equivalent Unit Factors

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table E-8 below.

Table E-8
Projected Leverage – Phase #2 Direct Improvements

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	43	\$78,000	\$375,000	\$19,332	4.03	19.40
Lot Type 2	125	\$65,000	\$325,000	\$16,110	4.03	20.17
Total	168					

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table E-9 below.

Table E-9
Estimated Tax Rate Equivalent per unit – Phase #2 Direct Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1	43	\$78,000	\$375,000	\$1,625	\$2.08	\$0.43
Lot Type 2	125	\$65,000	\$325,000	\$1,355	\$2.08	\$0.42
Total	168					

The Phase #2 Direct Improvement Assessment and the related Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 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 Phase #2 Major Improvement and Direct Improvement combined Assessments are shown in Table E-10 below.

Table E-10
Assessment Per Unit – Phase #2 Combined

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor ¹	Assessment per Unit	Total Assessments
Lot Type 1	43	\$31,325.03	1.00	\$31,325.03 per dwelling unit	\$1,346,976
Lot Type 2	125	\$31,325.03	0.83	\$26,104.19 per dwelling unit	\$3,263,024
Total	168				\$4,610,000

1 – See Appendix D for the calculation of the Equivalent Unit Factors

The combined projected leverage calculated based on the estimated finished lot values and home values for each Lot Type within Phase #2 is shown in Table E-11 below.

Table E-8
Projected Leverage – Phase #2 Direct Improvements

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	43	\$78,000	\$375,000	\$31,325	2.49	11.97
Lot Type 2	125	\$65,000	\$325,000	\$26,104	2.49	12.45
Total	168					

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table E-12 on the following page.

Table E-9
Estimated Tax Rate Equivalent per unit – Phase #2 Combined

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1	43	\$78,000	\$375,000	\$2,850	\$3.65	\$0.76
Lot Type 2	125	\$65,000	\$325,000	\$2,375	\$3.65	\$0.73
Total	168					

APPENDIX F
PHASE #1 ASSESSMENT ROLL

Appendix F
Phase #1 Assessment Roll

Parcel	All Parcels
Assessment	\$5,721,000
Equivalent Units	182.00

Year¹	Principal and Interest¹	Principal and Interest²	Administrative Expenses³	Prepayment Reserve & Delinquency Reserve⁴	Total Annual Installment³
2017	\$157,323	\$69,080	\$30,000	\$13,085	\$269,488
2018	\$268,419	\$69,080	\$30,600	\$22,325	\$390,424
2019	\$328,419	\$89,080	\$31,212	\$22,325	\$471,036
2020	\$329,969	\$87,980	\$31,836	\$22,025	\$471,810
2021	\$331,231	\$86,880	\$32,473	\$21,700	\$472,284
2022	\$327,206	\$90,780	\$33,122	\$21,350	\$472,459
2023	\$328,181	\$89,405	\$33,785	\$21,000	\$472,371
2024	\$328,869	\$88,030	\$34,461	\$20,625	\$471,984
2025	\$329,269	\$86,655	\$35,150	\$20,225	\$471,299
2026	\$329,381	\$90,280	\$35,853	\$19,800	\$475,314
2027	\$334,206	\$88,630	\$36,570	\$19,350	\$478,756
2028	\$348,456	\$86,980	\$37,301	\$18,850	\$491,587
2029	\$346,556	\$90,330	\$38,047	\$18,250	\$493,184
2030	\$344,369	\$88,405	\$38,808	\$17,625	\$489,207
2031	\$341,894	\$91,480	\$39,584	\$16,975	\$489,933
2032	\$344,131	\$89,280	\$40,376	\$16,300	\$490,087
2033	\$340,794	\$87,080	\$41,184	\$15,575	\$484,632
2034	\$341,606	\$89,880	\$42,007	\$14,825	\$488,319
2035	\$341,806	\$87,405	\$42,847	\$14,025	\$486,084
2036	\$341,394	\$89,930	\$43,704	\$13,175	\$488,203
2037	\$340,369	\$87,180	\$44,578	\$12,275	\$484,402
2038	\$338,731	\$89,430	\$45,470	\$11,325	\$484,956
2039	\$336,481	\$91,405	\$46,379	\$10,325	\$484,591
2040	\$333,619	\$88,105	\$47,307	\$9,275	\$478,306
2041	\$335,144	\$89,805	\$48,253	\$8,175	\$481,377
2042	\$335,750	\$91,230	\$49,218	\$7,000	\$483,198
2043	\$335,438	\$87,380	\$50,203	\$5,750	\$478,770
2044	\$334,206	\$88,530	\$51,207	\$4,425	\$478,368
2045	\$332,056	\$89,405	\$52,231	\$3,025	\$476,717
2046	\$328,988	\$96,005	\$53,275	\$1,550	\$479,818
Total	\$9,834,261	\$2,635,125	\$1,217,042	\$442,535	\$14,128,963

1 – The 9/30/XX dates represent the fiscal year end for the Bonds.

2 - The principal and interest amounts are based on the Phase #1A Bonds final numbers.

3 - The Administrative Expenses shown include the estimated district administration costs.

4 - The amounts shown include the additional 0.5% interest to be collected for Additional Interest Reserve.

APPENDIX G
PHASE #2 MAJOR IMPROVEMENT ASSESSMENT ROLL

Attachment: Resolution (Ownsby Farms Phase 2 - PID - Pre-SAP)

Appendix G
Phase #2 Major Improvement Assessment Roll

Parcel						All Parcels
Assessment						\$1,765,000
Total Equivalent Units						147.17
Year¹	Principal²	Interest²	Administrative Expenses³	Prepayment Reserve & Delinquency Reserve⁴	Total Annual Installment	
2017	\$0	\$63,362	\$30,000	\$8,825	\$102,187	
2018	\$0	\$108,106	\$30,600	\$8,825	\$147,531	
2019	\$0	\$108,106	\$31,212	\$8,825	\$148,143	
2020	\$0	\$108,106	\$31,836	\$8,825	\$148,768	
2021	\$30,000	\$108,106	\$32,473	\$8,825	\$179,404	
2022	\$30,000	\$106,269	\$33,122	\$8,675	\$178,066	
2023	\$35,000	\$104,431	\$33,785	\$8,525	\$181,741	
2024	\$35,000	\$102,288	\$34,461	\$8,350	\$180,098	
2025	\$35,000	\$100,144	\$35,150	\$8,175	\$178,469	
2026	\$40,000	\$98,000	\$35,853	\$8,000	\$181,853	
2027	\$45,000	\$95,550	\$36,570	\$7,800	\$184,920	
2028	\$50,000	\$92,794	\$37,301	\$7,575	\$187,670	
2029	\$50,000	\$89,731	\$38,047	\$7,325	\$185,104	
2030	\$55,000	\$86,669	\$38,808	\$7,075	\$187,552	
2031	\$55,000	\$83,300	\$39,584	\$6,800	\$184,684	
2032	\$60,000	\$79,931	\$40,376	\$6,525	\$186,832	
2033	\$65,000	\$76,256	\$41,184	\$6,225	\$188,665	
2034	\$65,000	\$72,275	\$42,007	\$5,900	\$185,182	
2035	\$70,000	\$68,294	\$42,847	\$5,575	\$186,716	
2036	\$75,000	\$64,006	\$43,704	\$5,225	\$187,936	
2037	\$75,000	\$59,413	\$44,578	\$4,850	\$183,841	
2038	\$80,000	\$54,819	\$45,470	\$4,475	\$184,764	
2039	\$85,000	\$49,919	\$46,379	\$4,075	\$185,373	
2040	\$90,000	\$44,713	\$47,307	\$3,650	\$185,669	
2041	\$95,000	\$39,200	\$48,253	\$3,200	\$185,653	
2042	\$100,000	\$33,381	\$49,218	\$2,725	\$185,324	
2043	\$100,000	\$27,256	\$50,203	\$2,225	\$179,684	
2044	\$110,000	\$21,131	\$51,207	\$1,725	\$184,063	
2045	\$115,000	\$14,394	\$52,231	\$1,175	\$182,799	
2046	\$120,000	\$7,350	\$53,275	\$600	\$181,225	
Total	\$1,765,000	\$2,167,300	\$1,217,042	\$180,575	\$5,329,917	

1 – The 9/30/XX dates represent the fiscal year end for the Bonds.

2 - The principal and interest amounts are based on the Phase #2 Major Improvement Bonds final numbers.

3 - The Administrative Expenses shown include the estimated district administration costs.

4 - The amounts shown include the additional 0.5% interest to be collected for Prepayment Reserve and Delinquency Reserve.

Attachment: Resolution (Ownsby Farms Phase 2 - PID - Pre-SAP)

APPENDIX H
PROPOSED PHASE #2 DIRECT IMPROVEMENT ASSESSMENT ROLL

Appendix H
Proposed Phase #2 Direct Improvement Assessment Roll

Parcel	All Parcels
Assessment	\$2,845,000
Total Equivalent Units	147.17

Year¹	Principal²	Interest²	Administrative Expenses³	Prepayment Reserve & Delinquency Reserve⁴	Total Annual Installment
2021	\$0	\$142,250	\$25,000	\$0	\$167,250
2022	\$35,000	\$142,250	\$25,500	\$0	\$202,750
2023	\$35,000	\$140,500	\$26,010	\$0	\$201,510
2024	\$35,000	\$138,750	\$26,530	\$0	\$200,280
2025	\$40,000	\$137,000	\$27,061	\$0	\$204,061
2026	\$40,000	\$135,000	\$27,602	\$0	\$202,602
2027	\$45,000	\$133,000	\$28,154	\$0	\$206,154
2028	\$45,000	\$130,750	\$28,717	\$0	\$204,467
2029	\$45,000	\$128,500	\$29,291	\$0	\$202,791
2030	\$50,000	\$126,250	\$29,877	\$0	\$206,127
2031	\$50,000	\$123,750	\$30,475	\$0	\$204,225
2032	\$55,000	\$121,250	\$31,084	\$0	\$207,334
2033	\$60,000	\$118,500	\$31,706	\$0	\$210,206
2034	\$60,000	\$115,500	\$32,340	\$0	\$207,840
2035	\$65,000	\$112,500	\$32,987	\$0	\$210,487
2036	\$65,000	\$109,250	\$33,647	\$0	\$207,897
2037	\$70,000	\$106,000	\$34,320	\$0	\$210,320
2038	\$75,000	\$102,500	\$35,006	\$0	\$212,506
2039	\$75,000	\$98,750	\$35,706	\$0	\$209,456
2040	\$80,000	\$95,000	\$36,420	\$0	\$211,420
2041	\$85,000	\$91,000	\$37,149	\$0	\$213,149
2042	\$90,000	\$86,750	\$37,892	\$0	\$214,642
2043	\$95,000	\$82,250	\$38,649	\$0	\$215,899
2044	\$100,000	\$77,500	\$39,422	\$0	\$216,922
2045	\$105,000	\$72,500	\$40,211	\$0	\$217,711
2046	\$110,000	\$67,250	\$41,015	\$0	\$218,265
2047	\$115,000	\$61,750	\$41,835	\$0	\$218,585
2048	\$260,000	\$56,000	\$42,672	\$0	\$358,672
2049	\$275,000	\$43,000	\$43,526	\$0	\$361,526
2050	\$285,000	\$29,250	\$44,396	\$0	\$358,646
2051	\$300,000	\$15,000	\$45,284	\$0	\$360,284
Total	\$2,845,000	\$3,139,500	\$1,059,486	\$0	\$7,043,986

1 – The 9/30/XX dates represent the fiscal year end for the Bonds.

2 - The principal and interest amounts are estimated at 5% per annum and will be updated at the time of levy

3 - The Administrative Expenses shown include the estimated district administration costs.

4 - The amounts shown include the additional 0.5% interest to be collected for Prepayment Reserve and Delinquency Reserve.

Attachment: Resolution (Ownsby Farms Phase 2 - PID - Pre-SAP)



Life Connected.

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: October 13, 2020
Re: Interlocal Dispatch Agreement

Action Requested:

Consider and act upon approval of an Interlocal Agreement for dispatch services between City of Celina and Collin County. (Metdker)

Background Information:

Annual renewal of service

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

No cost at this time

Legal Review:

Supporting Documents:

Interlocal Agreement

Staff Recommendation:

GOVERNMENT CODE

TITLE 5. OPEN GOVERNMENT; ETHICS

SUBTITLE A. OPEN GOVERNMENT

CHAPTER 551. OPEN MEETINGS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 551.001. DEFINITIONS. In this chapter:

(1) "Closed meeting" means a meeting to which the public does not have access.

(2) "Deliberation" means a verbal or written exchange between a quorum of a governmental body, or between a quorum of a governmental body and another person, concerning an issue within the jurisdiction of the governmental body.

(3) "Governmental body" means:

(A) a board, commission, department, committee, or agency within the executive or legislative branch of state government that is directed by one or more elected or appointed members;

(B) a county commissioners court in the state;

(C) a municipal governing body in the state;

(D) a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of a county or municipality;

(E) a school district board of trustees;

(F) a county board of school trustees;

(G) a county board of education;

(H) the governing board of a special district created by law;

(I) a local workforce development board created under Section 2308.253;

(J) a nonprofit corporation that is eligible to receive funds under the federal community services block grant program and that is authorized by this state to serve a geographic area of the state;

(K) a nonprofit corporation organized under Chapter 67, Water Code, that provides a water supply or wastewater service, or

Attachment: FY21 - Dispatch Services, Celina Fire Department (Dispatch agreement)

both, and is exempt from ad valorem taxation under Section 11.30, Tax Code; and

(L) a joint board created under Section 22.074, Transportation Code.

(4) "Meeting" means:

(A) a deliberation between a quorum of a governmental body, or between a quorum of a governmental body and another person, during which public business or public policy over which the governmental body has supervision or control is discussed or considered or during which the governmental body takes formal action; or

(B) except as otherwise provided by this subdivision, a gathering:

(i) that is conducted by the governmental body or for which the governmental body is responsible;

(ii) at which a quorum of members of the governmental body is present;

(iii) that has been called by the governmental body; and

(iv) at which the members receive information from, give information to, ask questions of, or receive questions from any third person, including an employee of the governmental body, about the public business or public policy over which the governmental body has supervision or control.

The term does not include the gathering of a quorum of a governmental body at a social function unrelated to the public business that is conducted by the body, the attendance by a quorum of a governmental body at a regional, state, or national convention or workshop, ceremonial event, or press conference, or the attendance by a quorum of a governmental body at a candidate forum, appearance, or debate to inform the electorate, if formal action is not taken and any discussion of public business is incidental to the social function, convention, workshop, ceremonial event, press conference, forum, appearance, or debate.

The term includes a session of a governmental body.

(5) "Open" means open to the public.

(6) "Quorum" means a majority of a governmental body, unless defined differently by applicable law or rule or the charter of the governmental body.

(7) "Recording" means a tangible medium on which audio or a combination of audio and video is recorded, including a disc, tape, wire, film, electronic storage drive, or other medium now existing or later developed.

(8) "Videoconference call" means a communication conducted between two or more persons in which one or more of the participants communicate with the other participants through duplex audio and video signals transmitted over a telephone network, a data network, or the Internet.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1999, 76th Leg., ch. 62, Sec. 18.23, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 647, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 633, Sec. 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1004, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, Sec. 9.012, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 165 (S.B. 1306), Sec. 1, eff. May 22, 2007.

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 1, eff. May 18, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 685 (H.B. 2414), Sec. 1, eff. June 14, 2013.

Acts 2015, 84th Leg., R.S., Ch. 115 (S.B. 679), Sec. 1, eff. May 23, 2015.

Acts 2015, 84th Leg., R.S., Ch. 1236 (S.B. 1296), Sec. 21.001 (26), eff. September 1, 2015.

Acts 2017, 85th Leg., R.S., Ch. 917 (S.B. 1440), Sec. 1, eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 645 (S.B. 1640), Sec. 1, eff. June 10, 2019.

Sec. 551.0015. CERTAIN PROPERTY OWNERS' ASSOCIATIONS SUBJECT TO LAW.

(a) A property owners' association is subject to this chapter in the same manner as a governmental body:

(1) if:

(A) membership in the property owners' association is mandatory for owners or for a defined class of owners of private real property in a defined geographic area in a county with a population of 2.8 million or more or in a county adjacent to a county with a population of 2.8 million or more;

(B) the property owners' association has the power to make mandatory special assessments for capital improvements or mandatory regular assessments; and

(C) the amount of the mandatory special or regular assessments is or has ever been based in whole or in part on the value at which the state or a local governmental body assesses the property for purposes of ad valorem taxation under Section 20, Article VIII, Texas Constitution; or

(2) if the property owners' association:

(A) provides maintenance, preservation, and architectural control of residential and commercial property within a defined geographic area in a county with a population of 2.8 million or more or in a county adjacent to a county with a population of 2.8 million or more; and

(B) is a corporation that:

(i) is governed by a board of trustees who may employ a general manager to execute the association's bylaws and administer the business of the corporation;

(ii) does not require membership in the corporation by the owners of the property within the defined area; and

(iii) was incorporated before January 1, 2006.

(b) The governing body of the association, a committee of the association, and members of the governing body or of a committee of the association are subject to this chapter in the same manner as the governing body of a governmental body, a committee of a governmental body, and members of the governing body or of a committee of the governmental body.

Added by Acts 1999, 76th Leg., ch. 1084, Sec. 1, eff. Sept. 1, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1367 (H.B. 3674), Sec. 1, eff. September 1, 2007.

Sec. 551.002. OPEN MEETINGS REQUIREMENT. Every regular, special, or called meeting of a governmental body shall be open to the public, except as provided by this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.003. LEGISLATURE. In this chapter, the legislature is exercising its powers to adopt rules to prohibit secret meetings of the legislature, committees of the legislature, and other bodies associated with the legislature, except as specifically permitted in the constitution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.0035. ATTENDANCE BY GOVERNMENTAL BODY AT LEGISLATIVE COMMITTEE OR AGENCY MEETING. (a) This section applies only to the attendance by a quorum of a governmental body at a meeting of a committee or agency of the legislature. This section does not apply to attendance at the meeting by members of the legislative committee or agency holding the meeting.

(b) The attendance by a quorum of a governmental body at a meeting of a committee or agency of the legislature is not considered to be a meeting of that governmental body if the deliberations at the meeting by the members of that governmental body consist only of publicly testifying at the meeting, publicly commenting at the meeting, and publicly responding at the meeting to a question asked by a member of the legislative committee or agency.

Added by Acts 2001, 77th Leg., ch. 447, Sec. 1, eff. June 4, 2001.

Sec. 551.004. OPEN MEETINGS REQUIRED BY CHARTER. This chapter does not authorize a governmental body to close a meeting that a charter of the governmental body:

- (1) prohibits from being closed; or
- (2) requires to be open.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.005. OPEN MEETINGS TRAINING. (a) Each elected or appointed public official who is a member of a governmental body subject to this chapter shall complete a course of training of not less than one and not more than two hours regarding the responsibilities of the governmental body and its members under this chapter not later than the 90th day after the date the member:

(1) takes the oath of office, if the member is required to take an oath of office to assume the person's duties as a member of the governmental body; or

(2) otherwise assumes responsibilities as a member of the governmental body, if the member is not required to take an oath of office to assume the person's duties as a member of the governmental body.

(b) The attorney general shall ensure that the training is made available. The office of the attorney general may provide the training and may also approve any acceptable course of training offered by a governmental body or other entity. The attorney general shall ensure that at least one course of training approved or provided by the attorney general is available on videotape or a functionally similar and widely available medium at no cost. The training must include instruction in:

(1) the general background of the legal requirements for open meetings;

(2) the applicability of this chapter to governmental bodies;

(3) procedures and requirements regarding quorums, notice, and recordkeeping under this chapter;

(4) procedures and requirements for holding an open meeting and for holding a closed meeting under this chapter; and

(5) penalties and other consequences for failure to comply with this chapter.

(c) The office of the attorney general or other entity providing the training shall provide a certificate of course completion to persons who complete the training required by this section. A governmental body shall maintain and make available for

Attachment: FY21 - Dispatch Services, Celina Fire Department (Dispatch agreement)

public inspection the record of its members' completion of the training.

(d) Completing the required training as a member of the governmental body satisfies the requirements of this section with regard to the member's service on a committee or subcommittee of the governmental body and the member's ex officio service on any other governmental body.

(e) The training required by this section may be used to satisfy any corresponding training requirements concerning this chapter or open meetings required by law for the members of a governmental body. The attorney general shall attempt to coordinate the training required by this section with training required by other law to the extent practicable.

(f) The failure of one or more members of a governmental body to complete the training required by this section does not affect the validity of an action taken by the governmental body.

(g) A certificate of course completion is admissible as evidence in a criminal prosecution under this chapter. However, evidence that a defendant completed a course of training offered under this section is not prima facie evidence that the defendant knowingly violated this chapter.

Added by Acts 2005, 79th Leg., Ch. 105 (S.B. 286), Sec. 1, eff. January 1, 2006.

Sec. 551.006. WRITTEN ELECTRONIC COMMUNICATIONS ACCESSIBLE TO PUBLIC. (a) A communication or exchange of information between members of a governmental body about public business or public policy over which the governmental body has supervision or control does not constitute a meeting or deliberation for purposes of this chapter if:

- (1) the communication is in writing;
- (2) the writing is posted to an online message board or similar Internet application that is viewable and searchable by the public; and
- (3) the communication is displayed in real time and displayed on the online message board or similar Internet application for no less than 30 days after the communication is first posted.

(b) A governmental body may have no more than one online message board or similar Internet application to be used for the purposes described in Subsection (a). The online message board or similar Internet application must be owned or controlled by the governmental body, prominently displayed on the governmental body's primary Internet web page, and no more than one click away from the governmental body's primary Internet web page.

(c) The online message board or similar Internet application described in Subsection (a) may only be used by members of the governmental body or staff members of the governmental body who have received specific authorization from a member of the governmental body. In the event that a staff member posts a communication to the online message board or similar Internet application, the name and title of the staff member must be posted along with the communication.

(d) If a governmental body removes from the online message board or similar Internet application a communication that has been posted for at least 30 days, the governmental body shall maintain the posting for a period of six years. This communication is public information and must be disclosed in accordance with Chapter 552.

(e) The governmental body may not vote or take any action that is required to be taken at a meeting under this chapter of the governmental body by posting a communication to the online message board or similar Internet application. In no event shall a communication or posting to the online message board or similar Internet application be construed to be an action of the governmental body.

Added by Acts 2013, 83rd Leg., R.S., Ch. 685 (H.B. 2414), Sec. 3, eff. June 14, 2013.

Added by Acts 2013, 83rd Leg., R.S., Ch. 1201 (S.B. 1297), Sec. 1, eff. September 1, 2013.

Sec. 551.007. PUBLIC TESTIMONY. (a) This section applies only to a governmental body described by Sections 551.001(3)(B)-(L).

(b) A governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an

open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item.

(c) A governmental body may adopt reasonable rules regarding the public's right to address the body under this section, including rules that limit the total amount of time that a member of the public may address the body on a given item.

(d) This subsection applies only if a governmental body does not use simultaneous translation equipment in a manner that allows the body to hear the translated public testimony simultaneously. A rule adopted under Subsection (c) that limits the amount of time that a member of the public may address the governmental body must provide that a member of the public who addresses the body through a translator must be given at least twice the amount of time as a member of the public who does not require the assistance of a translator in order to ensure that non-English speakers receive the same opportunity to address the body.

(e) A governmental body may not prohibit public criticism of the governmental body, including criticism of any act, omission, policy, procedure, program, or service. This subsection does not apply to public criticism that is otherwise prohibited by law.

Added by Acts 2019, 86th Leg., R.S., Ch. 861 (H.B. 2840), Sec. 1, eff. September 1, 2019.

SUBCHAPTER B. RECORD OF OPEN MEETING

Sec. 551.021. MINUTES OR RECORDING OF OPEN MEETING REQUIRED.

(a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body.

(b) The minutes must:

- (1) state the subject of each deliberation; and
- (2) indicate each vote, order, decision, or other action taken.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 2, eff. May 18, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 3, eff. May 18, 2013.

Sec. 551.022. MINUTES AND RECORDINGS OF OPEN MEETING: PUBLIC RECORD. The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body's chief administrative officer or the officer's designee.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 4, eff. May 18, 2013.

Sec. 551.023. RECORDING OF MEETING BY PERSON IN ATTENDANCE.

(a) A person in attendance may record all or any part of an open meeting of a governmental body by means of a recorder, video camera, or other means of aural or visual reproduction.

(b) A governmental body may adopt reasonable rules to maintain order at a meeting, including rules relating to:

- (1) the location of recording equipment; and
- (2) the manner in which the recording is conducted.

(c) A rule adopted under Subsection (b) may not prevent or unreasonably impair a person from exercising a right granted under Subsection (a).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 5, eff. May 18, 2013.

SUBCHAPTER C. NOTICE OF MEETINGS

Sec. 551.041. NOTICE OF MEETING REQUIRED. A governmental body shall give written notice of the date, hour, place, and subject of each meeting held by the governmental body.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.0411. MEETING NOTICE REQUIREMENTS IN CERTAIN CIRCUMSTANCES. (a) Section 551.041 does not require a governmental body that recesses an open meeting to the following regular business day to post notice of the continued meeting if the action is taken in good faith and not to circumvent this chapter. If an open meeting is continued to the following regular business day and, on that following day, the governmental body continues the meeting to another day, the governmental body must give written notice as required by this subchapter of the meeting continued to that other day.

(b) A governmental body that is prevented from convening an open meeting that was otherwise properly posted under Section 551.041 because of a catastrophe may convene the meeting in a convenient location within 72 hours pursuant to Section 551.045 if the action is taken in good faith and not to circumvent this chapter. If the governmental body is unable to convene the open meeting within those 72 hours, the governmental body may subsequently convene the meeting only if the governmental body gives written notice of the meeting as required by this subchapter.

(c) In this section, "catastrophe" means a condition or occurrence that interferes physically with the ability of a governmental body to conduct a meeting, including:

- (1) fire, flood, earthquake, hurricane, tornado, or wind, rain, or snow storm;
- (2) power failure, transportation failure, or interruption of communication facilities;
- (3) epidemic; or
- (4) riot, civil disturbance, enemy attack, or other actual or threatened act of lawlessness or violence.

Added by Acts 2005, 79th Leg., Ch. 325 (S.B. 690), Sec. 1, eff. June 17, 2005.

Sec. 551.0415. GOVERNING BODY OF MUNICIPALITY OR COUNTY: REPORTS ABOUT ITEMS OF COMMUNITY INTEREST REGARDING WHICH NO ACTION WILL BE TAKEN. (a) Notwithstanding Sections 551.041 and 551.042, a quorum of the governing body of a municipality or county may receive from staff of the political subdivision and a member of the governing body may make a report about items of community interest during a

meeting of the governing body without having given notice of the subject of the report as required by this subchapter if no action is taken and, except as provided by Section 551.042, possible action is not discussed regarding the information provided in the report.

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

Added by Acts 2009, 81st Leg., R.S., Ch. 1377 (S.B. 1182), Sec. 1, eff. September 1, 2009.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1007 (H.B. 2313), Sec. 1, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1341 (S.B. 1233), Sec. 14, eff. June 17, 2011.

Reenacted and amended by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 9.013, eff. September 1, 2013.

Sec. 551.042. INQUIRY MADE AT MEETING. (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as

required by this subchapter, the notice provisions of this subchapter do not apply to:

(1) a statement of specific factual information given in response to the inquiry; or

(2) a recitation of existing policy in response to the inquiry.

(b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.043. TIME AND ACCESSIBILITY OF NOTICE; GENERAL RULE.

(a) The notice of a meeting of a governmental body must be posted in a place readily accessible to the general public at all times for at least 72 hours before the scheduled time of the meeting, except as provided by Sections 551.044-551.046.

(b) If this chapter specifically requires or allows a governmental body to post notice of a meeting on the Internet:

(1) the governmental body satisfies the requirement that the notice must be posted in a place readily accessible to the general public at all times by making a good-faith attempt to continuously post the notice on the Internet during the prescribed period;

(2) the governmental body must still comply with any duty imposed by this chapter to physically post the notice at a particular location; and

(3) if the governmental body makes a good-faith attempt to continuously post the notice on the Internet during the prescribed period, the notice physically posted at the location prescribed by this chapter must be readily accessible to the general public during normal business hours.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2005, 79th Leg., Ch. 624 (H.B. 2381), Sec. 1, eff. September 1, 2005.

Sec. 551.044. EXCEPTION TO GENERAL RULE: GOVERNMENTAL BODY WITH STATEWIDE JURISDICTION. (a) The secretary of state must post notice on the Internet of a meeting of a state board, commission, department, or officer having statewide jurisdiction for at least seven days before the day of the meeting. The secretary of state shall provide during regular office hours a computer terminal at a place convenient to the public in the office of the secretary of state that members of the public may use to view notices of meetings posted by the secretary of state.

(b) Subsection (a) does not apply to:

(1) the Texas Department of Insurance, as regards proceedings and activities under Title 5, Labor Code, of the department, the commissioner of insurance, or the commissioner of workers' compensation; or

(2) the governing board of an institution of higher education.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1999, 76th Leg., ch. 622, Sec. 1, eff. Sept. 1, 1999.

Amended by:

Acts 2005, 79th Leg., Ch. 265 (H.B. 7), Sec. 6.006, eff. September 1, 2005.

Sec. 551.045. EXCEPTION TO GENERAL RULE: NOTICE OF EMERGENCY MEETING OR EMERGENCY ADDITION TO AGENDA. (a) In an emergency or when there is an urgent public necessity, the notice of a meeting to deliberate or take action on the emergency or urgent public necessity, or the supplemental notice to add the deliberation or taking of action on the emergency or urgent public necessity as an item to the agenda for a meeting for which notice has been posted in accordance with this subchapter, is sufficient if the notice or supplemental notice is posted for at least one hour before the meeting is convened.

(a-1) A governmental body may not deliberate or take action on a matter at a meeting for which notice or supplemental notice is posted under Subsection (a) other than:

(1) a matter directly related to responding to the emergency or urgent public necessity identified in the notice or supplemental notice of the meeting as provided by Subsection (c); or

(2) an agenda item listed on a notice of the meeting before the supplemental notice was posted.

(b) An emergency or an urgent public necessity exists only if immediate action is required of a governmental body because of:

(1) an imminent threat to public health and safety, including a threat described by Subdivision (2) if imminent; or

(2) a reasonably unforeseeable situation, including:

(A) fire, flood, earthquake, hurricane, tornado, or wind, rain, or snow storm;

(B) power failure, transportation failure, or interruption of communication facilities;

(C) epidemic; or

(D) riot, civil disturbance, enemy attack, or other actual or threatened act of lawlessness or violence.

(c) The governmental body shall clearly identify the emergency or urgent public necessity in the notice or supplemental notice under this section.

(d) A person who is designated or authorized to post notice of a meeting by a governmental body under this subchapter shall post the notice taking at face value the governmental body's stated reason for the emergency or urgent public necessity.

(e) For purposes of Subsection (b)(2), the sudden relocation of a large number of residents from the area of a declared disaster to a governmental body's jurisdiction is considered a reasonably unforeseeable situation for a reasonable period immediately following the relocation.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 258 (S.B. 11), Sec. 3.06, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 1325 (S.B. 1499), Sec. 1, eff. June 15, 2007.

Acts 2019, 86th Leg., R.S., Ch. 462 (S.B. 494), Sec. 1, eff. September 1, 2019.

Sec. 551.046. EXCEPTION TO GENERAL RULE: COMMITTEE OF LEGISLATURE. The notice of a legislative committee meeting shall be as provided by the rules of the house of representatives or of the senate.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.047. SPECIAL NOTICE TO NEWS MEDIA OF EMERGENCY MEETING OR EMERGENCY ADDITION TO AGENDA. (a) The presiding officer of a governmental body, or the member of a governmental body who calls an emergency meeting of the governmental body or adds an emergency item to the agenda of a meeting of the governmental body, shall notify the news media of the emergency meeting or emergency item as required by this section.

(b) The presiding officer or member is required to notify only those members of the news media that have previously:

(1) filed at the headquarters of the governmental body a request containing all pertinent information for the special notice; and

(2) agreed to reimburse the governmental body for the cost of providing the special notice.

(c) The presiding officer or member shall give the notice by telephone, facsimile transmission, or electronic mail at least one hour before the meeting is convened.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 380 (S.B. 592), Sec. 1, eff. June 15, 2007.

Acts 2019, 86th Leg., R.S., Ch. 462 (S.B. 494), Sec. 2, eff. September 1, 2019.

Sec. 551.048. STATE GOVERNMENTAL BODY: NOTICE TO SECRETARY OF STATE; PLACE OF POSTING NOTICE. (a) A state governmental body shall provide notice of each meeting to the secretary of state.

(b) The secretary of state shall post the notice on the Internet. The secretary of state shall provide during regular office

hours a computer terminal at a place convenient to the public in the office of the secretary of state that members of the public may use to view the notice.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 1999, 76th Leg., ch. 622, Sec. 2, eff. Sept. 1, 1999.

Sec. 551.049. COUNTY GOVERNMENTAL BODY: PLACE OF POSTING NOTICE. A county governmental body shall post notice of each meeting on a bulletin board at a place convenient to the public in the county courthouse.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.050. MUNICIPAL GOVERNMENTAL BODY: PLACE OF POSTING NOTICE. (a) In this section, "electronic bulletin board" means an electronic communication system that includes a perpetually illuminated screen on which the governmental body can post messages or notices viewable without manipulation by the public.

(b) A municipal governmental body shall post notice of each meeting on a physical or electronic bulletin board at a place convenient to the public in the city hall.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1007 (H.B. 2313), Sec. 2, eff. June 17, 2011.

Sec. 551.0501. JOINT BOARD: PLACE OF POSTING NOTICE. (a) In this section, "electronic bulletin board" means an electronic communication system that includes a perpetually illuminated screen on which the governmental body can post messages or notices viewable without manipulation by the public.

(b) A joint board created under Section 22.074, Transportation Code, shall post notice of each meeting on a physical or electronic bulletin board at a place convenient to the public in the board's administrative offices.

Added by Acts 2015, 84th Leg., R.S., Ch. 115 (S.B. 679), Sec. 2, eff. May 23, 2015.

Sec. 551.051. SCHOOL DISTRICT: PLACE OF POSTING NOTICE. A school district shall post notice of each meeting on a bulletin board at a place convenient to the public in the central administrative office of the district.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.052. SCHOOL DISTRICT: SPECIAL NOTICE TO NEWS MEDIA.
(a) A school district shall provide special notice of each meeting to any news media that has:

- (1) requested special notice; and
- (2) agreed to reimburse the district for the cost of providing the special notice.

(b) The notice shall be by telephone, facsimile transmission, or electronic mail.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 380 (S.B. 592), Sec. 2, eff. June 15, 2007.

Sec. 551.053. DISTRICT OR POLITICAL SUBDIVISION EXTENDING INTO FOUR OR MORE COUNTIES: NOTICE TO PUBLIC, SECRETARY OF STATE, AND COUNTY CLERK; PLACE OF POSTING NOTICE. (a) The governing body of a water district or other district or political subdivision that extends into four or more counties shall:

- (1) post notice of each meeting at a place convenient to the public in the administrative office of the district or political subdivision;
- (2) provide notice of each meeting to the secretary of state; and
- (3) either provide notice of each meeting to the county clerk of the county in which the administrative office of the district or political subdivision is located or post notice of each

meeting on the district's or political subdivision's Internet website.

(b) The secretary of state shall post the notice provided under Subsection (a)(2) on the Internet. The secretary of state shall provide during regular office hours a computer terminal at a place convenient to the public in the office of the secretary of state that members of the public may use to view the notice.

(c) A county clerk shall post a notice provided to the clerk under Subsection (a)(3) on a bulletin board at a place convenient to the public in the county courthouse.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1999, 76th Leg., ch. 622, Sec. 3, eff. Sept. 1, 1999.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 809 (H.B. 3357), Sec. 1, eff. September 1, 2015.

Sec. 551.054. DISTRICT OR POLITICAL SUBDIVISION EXTENDING INTO FEWER THAN FOUR COUNTIES: NOTICE TO PUBLIC AND COUNTY CLERKS; PLACE OF POSTING NOTICE. (a) The governing body of a water district or other district or political subdivision that extends into fewer than four counties shall:

(1) post notice of each meeting at a place convenient to the public in the administrative office of the district or political subdivision; and

(2) either provide notice of each meeting to the county clerk of each county in which the district or political subdivision is located or post notice of each meeting on the district's or political subdivision's Internet website.

(b) A county clerk shall post a notice provided to the clerk under Subsection (a)(2) on a bulletin board at a place convenient to the public in the county courthouse.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 809 (H.B. 3357), Sec. 2, eff. September 1, 2015.

Sec. 551.055. INSTITUTION OF HIGHER EDUCATION. In addition to providing any other notice required by this subchapter, the governing board of a single institution of higher education:

(1) shall post notice of each meeting at the county courthouse of the county in which the meeting will be held;

(2) shall publish notice of a meeting in a student newspaper of the institution if an issue of the newspaper is published between the time of the posting and the time of the meeting; and

(3) may post notice of a meeting at another place convenient to the public.

Added by Acts 1995, 74th Leg., ch. 209, Sec. 1, eff. May 23, 1995.

Sec. 551.056. ADDITIONAL POSTING REQUIREMENTS FOR CERTAIN MUNICIPALITIES, COUNTIES, SCHOOL DISTRICTS, JUNIOR COLLEGE DISTRICTS, DEVELOPMENT CORPORATIONS, AUTHORITIES, AND JOINT BOARDS. (a) This section applies only to a governmental body or economic development corporation that maintains an Internet website or for which an Internet website is maintained. This section does not apply to a governmental body described by Section 551.001(3)(D).

(b) In addition to the other place at which notice is required to be posted by this subchapter, the following governmental bodies and economic development corporations must also concurrently post notice of a meeting on the Internet website of the governmental body or economic development corporation:

(1) a municipality;

(2) a county;

(3) a school district;

(4) the governing body of a junior college or junior college district, including a college or district that has changed its name in accordance with Chapter 130, Education Code;

(5) a development corporation organized under the Development Corporation Act (Subtitle C1, Title 12, Local Government Code);

(6) a regional mobility authority included within the meaning of an "authority" as defined by Section 370.003, Transportation Code; and

(7) a joint board created under Section 22.074, Transportation Code.

(c) The following governmental bodies and economic development corporations must also concurrently post the agenda for the meeting on the Internet website of the governmental body or economic development corporation:

(1) a municipality with a population of 48,000 or more;

(2) a county with a population of 65,000 or more;

(3) a school district that contains all or part of the area within the corporate boundaries of a municipality with a population of 48,000 or more;

(4) the governing body of a junior college district, including a district that has changed its name in accordance with Chapter 130, Education Code, that contains all or part of the area within the corporate boundaries of a municipality with a population of 48,000 or more;

(5) a development corporation organized under the Development Corporation Act (Subtitle C1, Title 12, Local Government Code) that was created by or for:

(A) a municipality with a population of 48,000 or more;

or

(B) a county or district that contains all or part of the area within the corporate boundaries of a municipality with a population of 48,000 or more; and

(6) a regional mobility authority included within the meaning of an "authority" as defined by Section 370.003, Transportation Code.

(d) The validity of a posted notice of a meeting or an agenda by a governmental body or economic development corporation subject to this section that made a good faith attempt to comply with the requirements of this section is not affected by a failure to comply with a requirement of this section that is due to a technical problem beyond the control of the governmental body or economic development corporation.

Added by Acts 2005, 79th Leg., Ch. 340 (S.B. 1133), Sec. 1, eff. January 1, 2006.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 814 (S.B. 1548), Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.10, eff. April 1, 2009.

Acts 2015, 84th Leg., R.S., Ch. 115 (S.B. 679), Sec. 3, eff. May 23, 2015.

Acts 2015, 84th Leg., R.S., Ch. 115 (S.B. 679), Sec. 4, eff. May 23, 2015.

SUBCHAPTER D. EXCEPTIONS TO REQUIREMENT THAT MEETINGS BE OPEN

Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING. A governmental body may not conduct a private consultation with its attorney except:

(1) when the governmental body seeks the advice of its attorney about:

- (A) pending or contemplated litigation; or
- (B) a settlement offer; or

(2) 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.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.0725. COMMISSIONERS COURTS: DELIBERATION REGARDING CONTRACT BEING NEGOTIATED; CLOSED MEETING. (a) The commissioners court of a county may conduct a closed meeting to deliberate business and financial issues relating to a contract being negotiated if, before conducting the closed meeting:

(1) the commissioners court votes unanimously that deliberation in an open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third person; and

(2) the attorney advising the commissioners court issues a written determination that deliberation in an open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third person.

(b) Notwithstanding Section 551.103(a), Government Code, the commissioners court must make a recording of the proceedings of a closed meeting to deliberate the information.

Added by Acts 2003, 78th Leg., ch. 1287, Sec. 1, eff. June 21, 2003.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 758 (H.B. 1500), Sec. 1, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1341 (S.B. 1233), Sec. 15, eff. June 17, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 6, eff. May 18, 2013.

Sec. 551.0726. TEXAS FACILITIES COMMISSION: DELIBERATION REGARDING CONTRACT BEING NEGOTIATED; CLOSED MEETING. (a) The Texas Facilities Commission may conduct a closed meeting to deliberate business and financial issues relating to a contract being negotiated if, before conducting the closed meeting:

(1) the commission votes unanimously that deliberation in an open meeting would have a detrimental effect on the position of the state in negotiations with a third person; and

(2) the attorney advising the commission issues a written determination finding that deliberation in an open meeting would have a detrimental effect on the position of the state in negotiations with a third person and setting forth that finding therein.

(b) Notwithstanding Section 551.103(a), the commission must make a recording of the proceedings of a closed meeting held under this section.

Added by Acts 2005, 79th Leg., Ch. 535 (H.B. 976), Sec. 1, eff. June 17, 2005.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 937 (H.B. 3560), Sec. 3.05, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 11.011, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 7, eff. May 18, 2013.

Sec. 551.073. DELIBERATION REGARDING PROSPECTIVE GIFT; CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to the state or the governmental body if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING. (a) This chapter does not require a governmental body to conduct an open meeting:

(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or

(2) to hear a complaint or charge against an officer or employee.

(b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.0745. PERSONNEL MATTERS AFFECTING COUNTY ADVISORY BODY; CLOSED MEETING. (a) This chapter does not require the commissioners court of a county to conduct an open meeting:

(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a member of an advisory body; or

(2) to hear a complaint or charge against a member of an advisory body.

(b) Subsection (a) does not apply if the individual who is the subject of the deliberation or hearing requests a public hearing.

Added by Acts 1997, 75th Leg., ch. 659, Sec. 1, eff. Sept. 1, 1997.

Sec. 551.075. CONFERENCE RELATING TO INVESTMENTS AND POTENTIAL INVESTMENTS ATTENDED BY BOARD OF TRUSTEES OF TEXAS GROWTH FUND; CLOSED MEETING. (a) This chapter does not require the board of trustees of the Texas growth fund to confer with one or more employees of the Texas growth fund or with a third party in an open meeting if the only purpose of the conference is to:

(1) receive information from the employees of the Texas growth fund or the third party relating to an investment or a potential investment by the Texas growth fund in:

(A) a private business entity, if disclosure of the information would give advantage to a competitor; or

(B) a business entity whose securities are publicly traded, if the investment or potential investment is not required to be registered under the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.), and its subsequent amendments, and if disclosure of the information would give advantage to a competitor; or

(2) question the employees of the Texas growth fund or the third party regarding an investment or potential investment described by Subdivision (1), if disclosure of the information contained in the questions or answers would give advantage to a competitor.

(b) During a conference under Subsection (a), members of the board of trustees of the Texas growth fund may not deliberate public business or agency policy that affects public business.

(c) In this section, "Texas growth fund" means the fund created by Section 70, Article XVI, Texas Constitution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1999, 76th Leg., ch. 647, Sec. 2, eff. Aug. 30, 1999.

Sec. 551.076. DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING. This chapter does not require a governmental body to conduct an open meeting to deliberate:

- (1) the deployment, or specific occasions for implementation, of security personnel or devices; or
- (2) a security audit.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 258 (S.B. 11), Sec. 3.07, eff. September 1, 2007.

Sec. 551.077. AGENCY FINANCED BY FEDERAL GOVERNMENT. This chapter does not require an agency financed entirely by federal money to conduct an open meeting.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.078. MEDICAL BOARD OR MEDICAL COMMITTEE. This chapter does not require a medical board or medical committee to conduct an open meeting to deliberate the medical or psychiatric records of an individual applicant for a disability benefit from a public retirement system.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.0785. DELIBERATIONS INVOLVING MEDICAL OR PSYCHIATRIC RECORDS OF INDIVIDUALS. This chapter does not require a benefits appeals committee for a public self-funded health plan or a governmental body that administers a public insurance, health, or retirement plan to conduct an open meeting to deliberate:

- (1) the medical records or psychiatric records of an individual applicant for a benefit from the plan; or
- (2) a matter that includes a consideration of information in the medical or psychiatric records of an individual applicant for a benefit from the plan.

Added by Acts 2003, 78th Leg., ch. 158, Sec. 1, eff. May 27, 2003.

Sec. 551.079. TEXAS DEPARTMENT OF INSURANCE. (a) The requirements of this chapter do not apply to a meeting of the commissioner of insurance or the commissioner's designee with the board of directors of a guaranty association established under Chapter 2602, Insurance Code, or Article 21.28-C or 21.28-D, Insurance Code, in the discharge of the commissioner's duties and responsibilities to regulate and maintain the solvency of a person regulated by the Texas Department of Insurance.

(b) The commissioner of insurance may deliberate and determine the appropriate action to be taken concerning the solvency of a person regulated by the Texas Department of Insurance in a closed meeting with persons in one or more of the following categories:

- (1) staff of the Texas Department of Insurance;
- (2) a regulated person;
- (3) representatives of a regulated person; or
- (4) members of the board of directors of a guaranty association established under Chapter 2602, Insurance Code, or Article 21.28-C or 21.28-D, Insurance Code.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by Acts 2001, 77th Leg., ch. 628, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2005, 79th Leg., Ch. 728 (H.B. 2018), Sec. 11.120, eff. September 1, 2005.

Sec. 551.080. BOARD OF PARDONS AND PAROLES. This chapter does not require the Board of Pardons and Paroles to conduct an open meeting to interview or counsel an inmate of the Texas Department of Criminal Justice.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 25.071, eff. September 1, 2009.

Sec. 551.081. CREDIT UNION COMMISSION. This chapter does not require the Credit Union Commission to conduct an open meeting to deliberate a matter made confidential by law.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.0811. THE FINANCE COMMISSION OF TEXAS. This chapter does not require The Finance Commission of Texas to conduct an open meeting to deliberate a matter made confidential by law.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.01(a), eff. Sept. 1, 1995.

Sec. 551.082. SCHOOL CHILDREN; SCHOOL DISTRICT EMPLOYEES; DISCIPLINARY MATTER OR COMPLAINT. (a) This chapter does not require a school board to conduct an open meeting to deliberate in a case:

- (1) involving discipline of a public school child; or
- (2) in which a complaint or charge is brought against an employee of the school district by another employee and the complaint or charge directly results in a need for a hearing.

(b) Subsection (a) does not apply if an open hearing is requested in writing by a parent or guardian of the child or by the employee against whom the complaint or charge is brought.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.0821. SCHOOL BOARD: PERSONALLY IDENTIFIABLE INFORMATION ABOUT PUBLIC SCHOOL STUDENT. (a) This chapter does not require a school board to conduct an open meeting to deliberate a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

(b) Directory information about a public school student is considered to be personally identifiable information about the student for purposes of Subsection (a) only if a parent or guardian of the student, or the student if the student has attained 18 years of age, has informed the school board, the school district, or a school in the school district that the directory information should not be released without prior consent. In this subsection, "directory information" has the meaning assigned by the federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g), as amended.

(c) Subsection (a) does not apply if an open meeting about the matter is requested in writing by a parent or guardian of the student or by the student if the student has attained 18 years of age.

Added by Acts 2003, 78th Leg., ch. 190, Sec. 1, eff. June 2, 2003.

Sec. 551.083. CERTAIN SCHOOL BOARDS; CLOSED MEETING REGARDING CONSULTATION WITH REPRESENTATIVE OF EMPLOYEE GROUP. This chapter does not require a school board operating under a consultation agreement authorized by Section 13.901, Education Code, to conduct an open meeting to deliberate the standards, guidelines, terms, or conditions the board will follow, or instruct its representatives to follow, in a consultation with a representative of an employee group.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.084. INVESTIGATION; EXCLUSION OF WITNESS FROM HEARING. A governmental body that is investigating a matter may exclude a witness from a hearing during the examination of another witness in the investigation.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.085. GOVERNING BOARD OF CERTAIN PROVIDERS OF HEALTH CARE SERVICES. (a) This chapter does not require the governing board of a municipal hospital, municipal hospital authority, county hospital, county hospital authority, hospital district created under general or special law, or nonprofit health maintenance organization created under Section 534.101, Health and Safety Code, to conduct an open meeting to deliberate:

(1) pricing or financial planning information relating to a bid or negotiation for the arrangement or provision of services or product lines to another person if disclosure of the information would give advantage to competitors of the hospital, hospital district, or nonprofit health maintenance organization; or

(2) information relating to a proposed new service or product line of the hospital, hospital district, or nonprofit health maintenance organization before publicly announcing the service or product line.

(b) The governing board of a health maintenance organization created under Section 281.0515, Health and Safety Code, that is subject to this chapter is not required to conduct an open meeting to deliberate information described by Subsection (a).

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.02(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 778, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1229, Sec. 1, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 7, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 342 (H.B. 2978), Sec. 1, eff. September 1, 2011.

Sec. 551.086. CERTAIN PUBLIC POWER UTILITIES: COMPETITIVE MATTERS. (a) Notwithstanding anything in this chapter to the contrary, the rules provided by this section apply to competitive matters of a public power utility.

(b) In this section:

(1) "Public power utility" means an entity providing electric or gas utility services that is subject to the provisions of this chapter.

(2) "Public power utility governing body" means the board of trustees or other applicable governing body, including a city council, of a public power utility.

(3) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 925, Sec. 3, eff. June 17, 2011.

(c) This chapter does not require a public power utility governing body to conduct an open meeting to deliberate, vote, or take final action on any competitive matter, as that term is defined by Section 552.133. This section does not limit the right of a public power utility governing body to hold a closed session under any other exception provided for in this chapter.

(d) For purposes of Section 551.041, the notice of the subject matter of an item that may be considered as a competitive matter under this section is required to contain no more than a general representation of the subject matter to be considered, such that the competitive activity of the public power utility with respect to the issue in question is not compromised or disclosed.

(e) With respect to municipally owned utilities subject to this section, this section shall apply whether or not the municipally owned utility has adopted customer choice or serves in a multiply certificated service area under the Utilities Code.

(f) Nothing in this section is intended to preclude the application of the enforcement and remedies provisions of Subchapter G.

Added by Acts 1999, 76th Leg., ch. 405, Sec. 45, eff. Sept. 1, 1999.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 925 (S.B. 1613), Sec. 1, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 925 (S.B. 1613), Sec. 3, eff. June 17, 2011.

Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. This chapter does not require a governmental body to conduct an open meeting:

(1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or

(2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

Added by Acts 1999, 76th Leg., ch. 1319, Sec. 32, eff. Sept. 1, 1999.
Renumbered from Sec. 551.086 by Acts 2001, 77th Leg., ch. 1420, Sec. 21.001(49), eff. Sept. 1, 2001.

Sec. 551.088. DELIBERATION REGARDING TEST ITEM. This chapter does not require a governmental body to conduct an open meeting to deliberate a test item or information related to a test item if the governmental body believes that the test item may be included in a test the governmental body administers to individuals who seek to obtain or renew a license or certificate that is necessary to engage in an activity.

Added by Acts 1999, 76th Leg., ch. 312, Sec. 1, eff. Aug. 30, 1999.
Renumbered from Sec. 551.086 by Acts 2001, 77th Leg., ch. 1420, Sec. 21.001(50), eff. Sept. 1, 2001.

Sec. 551.089. DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING. This chapter does not require a governmental body to conduct an open meeting to deliberate:

- (1) security assessments or deployments relating to information resources technology;
- (2) network security information as described by Section 2059.055(b); or
- (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.

Added by Acts 2009, 81st Leg., R.S., Ch. 183 (H.B. 1830), Sec. 3, eff. September 1, 2009.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 560 (S.B. 564), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 683 (H.B. 8), Sec. 3, eff. September 1, 2017.

Sec. 551.090. ENFORCEMENT COMMITTEE APPOINTED BY TEXAS STATE BOARD OF PUBLIC ACCOUNTANCY. This chapter does not require an enforcement committee appointed by the Texas State Board of Public Accountancy to conduct an open meeting to investigate and deliberate a disciplinary action under Subchapter K, Chapter 901, Occupations Code, relating to the enforcement of Chapter 901 or the rules of the Texas State Board of Public Accountancy.

Added by Acts 2013, 83rd Leg., R.S., Ch. 36 (S.B. 228), Sec. 3, eff. September 1, 2013.

SUBCHAPTER E. PROCEDURES RELATING TO CLOSED MEETING

Sec. 551.101. REQUIREMENT TO FIRST CONVENE IN OPEN MEETING. If a closed meeting is allowed under this chapter, a governmental body may not conduct the closed meeting unless a quorum of the

governmental body first convenes in an open meeting for which notice has been given as provided by this chapter and during which the presiding officer publicly:

- (1) announces that a closed meeting will be held; and
- (2) identifies the section or sections of this chapter under which the closed meeting is held.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.102. REQUIREMENT TO VOTE OR TAKE FINAL ACTION IN OPEN MEETING. A final action, decision, or vote on a matter deliberated in a closed meeting under this chapter may only be made in an open meeting that is held in compliance with the notice provisions of this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.103. CERTIFIED AGENDA OR RECORDING REQUIRED. (a) A governmental body shall either keep a certified agenda or make a recording of the proceedings of each closed meeting, except for a private consultation permitted under Section 551.071.

(b) The presiding officer shall certify that an agenda kept under Subsection (a) is a true and correct record of the proceedings.

(c) The certified agenda must include:

- (1) a statement of the subject matter of each deliberation;
- (2) a record of any further action taken; and
- (3) an announcement by the presiding officer at the beginning and the end of the meeting indicating the date and time.

(d) A recording made under Subsection (a) must include announcements by the presiding officer at the beginning and the end of the meeting indicating the date and time.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 8, eff. May 18, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 9, eff. May 18, 2013.

Sec. 551.104. CERTIFIED AGENDA OR RECORDING; PRESERVATION; DISCLOSURE. (a) A governmental body shall preserve the certified agenda or recording of a closed meeting for at least two years after the date of the meeting. If an action involving the meeting is brought within that period, the governmental body shall preserve the certified agenda or recording while the action is pending.

(b) In litigation in a district court involving an alleged violation of this chapter, the court:

(1) is entitled to make an in camera inspection of the certified agenda or recording;

(2) may admit all or part of the certified agenda or recording as evidence, on entry of a final judgment; and

(3) may grant legal or equitable relief it considers appropriate, including an order that the governmental body make available to the public the certified agenda or recording of any part of a meeting that was required to be open under this chapter.

(c) The certified agenda or recording of a closed meeting is available for public inspection and copying only under a court order issued under Subsection (b)(3).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 10, eff. May 18, 2013.

SUBCHAPTER F. MEETINGS USING TELEPHONE, VIDEOCONFERENCE, OR INTERNET

Sec. 551.121. GOVERNING BOARD OF INSTITUTION OF HIGHER EDUCATION; BOARD FOR LEASE OF UNIVERSITY LANDS; TEXAS HIGHER EDUCATION COORDINATING BOARD: SPECIAL MEETING FOR IMMEDIATE ACTION.

(a) In this section, "governing board," "institution of higher education," and "university system" have the meanings assigned by Section 61.003, Education Code.

(b) This chapter does not prohibit the governing board of an institution of higher education, the Board for Lease of University Lands, or the Texas Higher Education Coordinating Board from holding an open or closed meeting by telephone conference call.

(c) A meeting held by telephone conference call authorized by this section may be held only if:

(1) the meeting is a special called meeting and immediate action is required; and

(2) the convening at one location of a quorum of the governing board, the Board for Lease of University Lands, or the Texas Higher Education Coordinating Board, as applicable, is difficult or impossible.

(d) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(e) The notice of a telephone conference call meeting of a governing board must specify as the location of the meeting the location where meetings of the governing board are usually held. For a meeting of the governing board of a university system, the notice must specify as the location of the meeting the board's conference room at the university system office. For a meeting of the Board for Lease of University Lands, the notice must specify as the location of the meeting a suitable conference or meeting room at The University of Texas System office. For a meeting of the Texas Higher Education Coordinating Board, the notice must specify as the location of the meeting a suitable conference or meeting room at the offices of the Texas Higher Education Coordinating Board or at an institution of higher education.

(f) Each part of the telephone conference call meeting that is required to be open to the public must be:

(1) audible to the public at the location specified in the notice of the meeting as the location of the meeting;

(2) broadcast over the Internet in the manner prescribed by Section 551.128; and

(3) recorded and made available to the public in an online archive located on the Internet website of the entity holding the meeting.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 2003, 78th Leg., ch. 1266, Sec. 4.05, 4.06, eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 538 (S.B. 1046), Sec. 2, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 538 (S.B. 1046), Sec. 3, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 778 (H.B. 3827), Sec. 2, eff. June 15, 2007.

Acts 2007, 80th Leg., R.S., Ch. 778 (H.B. 3827), Sec. 3, eff. June 15, 2007.

Reenacted by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 11.013, eff. September 1, 2009.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 11.014, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 11, eff. May 18, 2013.

Acts 2015, 84th Leg., R.S., Ch. 1127 (S.B. 27), Sec. 1, eff. September 1, 2015.

Sec. 551.122. GOVERNING BOARD OF JUNIOR COLLEGE DISTRICT: QUORUM PRESENT AT ONE LOCATION. (a) This chapter does not prohibit the governing board of a junior college district from holding an open or closed meeting by telephone conference call.

(b) A meeting held by telephone conference call authorized by this section may be held only if a quorum of the governing board is physically present at the location where meetings of the board are usually held.

(c) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(d) Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location where the quorum is present and shall be recorded. The recording shall be made available to the public.

(e) The location of the meeting shall provide two-way communication during the entire telephone conference call meeting, and the identification of each party to the telephone conference shall be clearly stated before the party speaks.

(f) The authority provided by this section is in addition to the authority provided by Section 551.121.

(g) A member of a governing board of a junior college district who participates in a board meeting by telephone conference call but is not physically present at the location of the meeting is

considered to be absent from the meeting for purposes of Section 130.0845, Education Code.

Added by Acts 2007, 80th Leg., R.S., Ch. 778 (H.B. 3827), Sec. 1, eff. June 15, 2007.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 12, eff. May 18, 2013.

Sec. 551.123. TEXAS BOARD OF CRIMINAL JUSTICE. (a) The Texas Board of Criminal Justice may hold an open or closed emergency meeting by telephone conference call.

(b) The portion of the telephone conference call meeting that is open shall be recorded. The recording shall be made available to be heard by the public at one or more places designated by the board.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.124. BOARD OF PARDONS AND PAROLES. At the call of the presiding officer of the Board of Pardons and Paroles, the board may hold a hearing on clemency matters by telephone conference call.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 165, Sec. 12.16, eff. Sept. 1, 1997.

Sec. 551.125. OTHER GOVERNMENTAL BODY. (a) Except as otherwise provided by this subchapter, this chapter does not prohibit a governmental body from holding an open or closed meeting by telephone conference call.

(b) A meeting held by telephone conference call may be held only if:

(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and

(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or

(3) the meeting is held by an advisory board.

(c) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(d) The notice of the telephone conference call meeting must specify as the location of the meeting the location where meetings of the governmental body are usually held.

(e) Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location specified in the notice of the meeting as the location of the meeting and shall be recorded. The recording shall be made available to the public.

(f) The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.

Added by Acts 1995, 74th Leg., ch. 1046, Sec. 1, eff. Aug. 28, 1995.
Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 13, eff. May 18, 2013.

Sec. 551.126. HIGHER EDUCATION COORDINATING BOARD. (a) In this section, "board" means the Texas Higher Education Coordinating Board.

(b) The board may hold an open meeting by telephone conference call or video conference call in order to consider a higher education impact statement if the preparation of a higher education impact statement by the board is to be provided under the rules of either the house of representatives or the senate.

(c) A meeting held by telephone conference call must comply with the procedures described in Section 551.125.

(d) A meeting held by video conference call is subject to the notice requirements applicable to other meetings. In addition, a meeting held by video conference call shall:

(1) be visible and audible to the public at the location specified in the notice of the meeting as the location of the meeting;

(2) be recorded by audio and video; and

(3) have two-way audio and video communications with each participant in the meeting during the entire meeting.

Added by Acts 1997, 75th Leg., ch. 944, Sec. 1, eff. June 18, 1997.

Sec. 551.127. VIDEOCONFERENCE CALL. (a) Except as otherwise provided by this section, this chapter does not prohibit a governmental body from holding an open or closed meeting by videoconference call.

(a-1) A member or employee of a governmental body may participate remotely in a meeting of the governmental body by means of a videoconference call if the video and audio feed of the member's or employee's participation, as applicable, is broadcast live at the meeting and complies with the provisions of this section.

(a-2) A member of a governmental body who participates in a meeting as provided by Subsection (a-1) shall be counted as present at the meeting for all purposes.

(a-3) A member of a governmental body who participates in a meeting by videoconference call shall be considered absent from any portion of the meeting during which audio or video communication with the member is lost or disconnected. The governmental body may continue the meeting only if a quorum of the body remains present at the meeting location or, if applicable, continues to participate in a meeting conducted under Subsection (c).

(b) A meeting may be held by videoconference call only if a quorum of the governmental body is physically present at one location of the meeting, except as provided by Subsection (c).

(c) A meeting of a state governmental body or a governmental body that extends into three or more counties may be held by videoconference call only if the member of the governmental body presiding over the meeting is physically present at one location of the meeting that is open to the public during the open portions of the meeting.

(d) A meeting held by videoconference call is subject to the notice requirements applicable to other meetings in addition to the notice requirements prescribed by this section.

(e) The notice of a meeting to be held by videoconference call must specify as a location of the meeting the location where a quorum of the governmental body will be physically present and specify the intent to have a quorum present at that location, except that the notice of a meeting to be held by videoconference call under

Subsection (c) must specify as a location of the meeting the location where the member of the governmental body presiding over the meeting will be physically present and specify the intent to have the member of the governmental body presiding over the meeting present at that location. The location where the member of the governmental body presiding over the meeting is physically present shall be open to the public during the open portions of the meeting.

(f) Each portion of a meeting held by videoconference call that is required to be open to the public shall be visible and audible to the public at the location specified under Subsection (e). If a problem occurs that causes a meeting to no longer be visible and audible to the public at that location, the meeting must be recessed until the problem is resolved. If the problem is not resolved in six hours or less, the meeting must be adjourned.

(g) The governmental body shall make at least an audio recording of the meeting. The recording shall be made available to the public.

(h) The location specified under Subsection (e), and each remote location from which a member of the governmental body participates, shall have two-way audio and video communication with each other location during the entire meeting. The face of each participant in the videoconference call, while that participant is speaking, shall be clearly visible, and the voice audible, to each other participant and, during the open portion of the meeting, to the members of the public in attendance at the physical location described by Subsection (e) and at any other location of the meeting that is open to the public.

(i) The Department of Information Resources by rule shall specify minimum standards for audio and video signals at a meeting held by videoconference call. The quality of the audio and video signals perceptible at each location of the meeting must meet or exceed those standards.

(j) The audio and video signals perceptible by members of the public at each location of the meeting described by Subsection (h) must be of sufficient quality so that members of the public at each location can observe the demeanor and hear the voice of each participant in the open portion of the meeting.

(k) Without regard to whether a member of the governmental body is participating in a meeting from a remote location by videoconference call, a governmental body may allow a member of the public to testify at a meeting from a remote location by videoconference call.

Added by Acts 1997, 75th Leg., ch. 1038, Sec. 2, eff. Sept. 1, 1997. Renumbered from Sec. 551.126 by Acts 1999, 76th Leg., ch. 62, Sec. 19.01(50), eff. Sept. 1, 1999. Amended by Acts 2001, 77th Leg., ch. 630, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 159 (S.B. 984), Sec. 1, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 685 (H.B. 2414), Sec. 2, eff. June 14, 2013.

Reenacted and amended by Acts 2017, 85th Leg., R.S., Ch. 884 (H.B. 3047), Sec. 1, eff. September 1, 2017.

Sec. 551.128. INTERNET BROADCAST OF OPEN MEETING. (a) In this section, "Internet" means the largest nonproprietary cooperative public computer network, popularly known as the Internet.

(b) Except as provided by Subsection (b-1) and subject to the requirements of this section, a governmental body may broadcast an open meeting over the Internet.

(b-1) A transit authority or department subject to Chapter 451, 452, 453, or 460, Transportation Code, an elected school district board of trustees for a school district that has a student enrollment of 10,000 or more, an elected governing body of a home-rule municipality that has a population of 50,000 or more, or a county commissioners court for a county that has a population of 125,000 or more shall:

(1) make a video and audio recording of reasonable quality of each:

(A) regularly scheduled open meeting that is not a work session or a special called meeting; and

(B) open meeting that is a work session or special called meeting if:

(i) the governmental body is an elected school district board of trustees for a school district that has a student enrollment of 10,000 or more; and

(ii) at the work session or special called meeting, the board of trustees votes on any matter or allows public comment or testimony; and

(2) make available an archived copy of the video and audio recording of each meeting described by Subdivision (1) on the Internet.

(b-2) A governmental body described by Subsection (b-1) may make available the archived recording of a meeting required by Subsection (b-1) on an existing Internet site, including a publicly accessible video-sharing or social networking site. The governmental body is not required to establish a separate Internet site and provide access to archived recordings of meetings from that site.

(b-3) A governmental body described by Subsection (b-1) that maintains an Internet site shall make available on that site, in a conspicuous manner:

(1) the archived recording of each meeting to which Subsection (b-1) applies; or

(2) an accessible link to the archived recording of each such meeting.

(b-4) A governmental body described by Subsection (b-1) shall:

(1) make the archived recording of each meeting to which Subsection (b-1) applies available on the Internet not later than seven days after the date the recording was made; and

(2) maintain the archived recording on the Internet for not less than two years after the date the recording was first made available.

(b-5) A governmental body described by Subsection (b-1) is exempt from the requirements of Subsections (b-2) and (b-4) if the governmental body's failure to make the required recording of a meeting available is the result of a catastrophe, as defined by Section 551.0411, or a technical breakdown. Following a catastrophe or breakdown, a governmental body must make all reasonable efforts to make the required recording available in a timely manner.

(b-6) A governmental body described by Subsection (b-1) may broadcast a regularly scheduled open meeting of the body on television.

(c) Except as provided by Subsection (b-2), a governmental body that broadcasts a meeting over the Internet shall establish an Internet site and provide access to the broadcast from that site. The governmental body shall provide on the Internet site the same notice of the meeting that the governmental body is required to post under Subchapter C. The notice on the Internet must be posted within the time required for posting notice under Subchapter C.

Added by Acts 1999, 76th Leg., ch. 100, Sec. 1, eff. Sept. 1, 1999.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 681 (H.B. 283), Sec. 1, eff. January 1, 2016.

Acts 2017, 85th Leg., R.S., Ch. 1147 (H.B. 523), Sec. 1, eff. September 1, 2017.

Sec. 551.1281. GOVERNING BOARD OF GENERAL ACADEMIC TEACHING INSTITUTION OR UNIVERSITY SYSTEM: INTERNET POSTING OF MEETING MATERIALS AND BROADCAST OF OPEN MEETING. (a) In this section, "general academic teaching institution" and "university system" have the meanings assigned by Section 61.003, Education Code.

(b) The governing board of a general academic teaching institution or of a university system that includes one or more component general academic teaching institutions, for any regularly scheduled meeting of the governing board for which notice is required under this chapter, shall:

(1) post as early as practicable in advance of the meeting on the Internet website of the institution or university system, as applicable, any written agenda and related supplemental written materials provided to the governing board members in advance of the meeting by the institution or system for the members' use during the meeting;

(2) broadcast the meeting, other than any portions of the meeting closed to the public as authorized by law, over the Internet in the manner prescribed by Section 551.128; and

(3) record the broadcast and make that recording publicly available in an online archive located on the institution's or university system's Internet website.

(c) Subsection (b)(1) does not apply to written materials that the general counsel or other appropriate attorney for the institution or university system certifies are confidential or may be withheld from public disclosure under Chapter 552.

(d) The governing board of a general academic teaching institution or of a university system is not required to comply with the requirements of this section if that compliance is not possible because of an act of God, force majeure, or a similar cause not reasonably within the governing board's control.

Added by Acts 2013, 83rd Leg., R.S., Ch. 842 (H.B. 31), Sec. 1, eff. June 14, 2013.

Sec. 551.1282. GOVERNING BOARD OF JUNIOR COLLEGE DISTRICT:
INTERNET POSTING OF MEETING MATERIALS AND BROADCAST OF OPEN MEETING.

(a) This section applies only to the governing board of a junior college district with a total student enrollment of more than 20,000 in any semester of the preceding academic year.

(b) A governing board to which this section applies, for any regularly scheduled meeting of the governing board for which notice is required under this chapter, shall:

(1) post as early as practicable in advance of the meeting on the Internet website of the district any written agenda and related supplemental written materials provided by the district to the board members for the members' use during the meeting;

(2) broadcast the meeting, other than any portions of the meeting closed to the public as authorized by law, over the Internet in the manner prescribed by Section 551.128; and

(3) record the broadcast and make that recording publicly available in an online archive located on the district's Internet website.

(c) Subsection (b)(1) does not apply to written materials that the general counsel or other appropriate attorney for the district certifies are confidential or may be withheld from public disclosure under Chapter 552.

(d) The governing board of a junior college district is not required to comply with the requirements of this section if that compliance is not possible because of an act of God, force majeure, or a similar cause not reasonably within the governing board's control.

Added by Acts 2013, 83rd Leg., R.S., Ch. 690 (H.B. 2668), Sec. 1, eff. June 14, 2013.

Sec. 551.1283. GOVERNING BODY OF CERTAIN WATER DISTRICTS: INTERNET POSTING OF MEETING MATERIALS; RECORDING OF CERTAIN HEARINGS.

(a) This section only applies to a special purpose district subject to Chapter 51, 53, 54, or 55, Water Code, that has a population of 500 or more.

(b) On written request of a district resident made to the district not later than the third day before a public hearing to consider the adoption of an ad valorem tax rate, the district shall make an audio recording of reasonable quality of the hearing and provide the recording to the resident in an electronic format not later than the fifth business day after the date of the hearing. The district shall maintain a copy of the recording for at least one year after the date of the hearing.

(c) A district shall post the minutes of the meeting of the governing body to the district's Internet website if the district maintains an Internet website.

Added by Acts 2019, 86th Leg., R.S., Ch. 105 (S.B. 239), Sec. 2, eff. September 1, 2019.

Sec. 551.129. CONSULTATIONS BETWEEN GOVERNMENTAL BODY AND ITS ATTORNEY. (a) A governmental body may use a telephone conference call, video conference call, or communications over the Internet to conduct a public consultation with its attorney in an open meeting of the governmental body or a private consultation with its attorney in a closed meeting of the governmental body.

(b) Each part of a public consultation by a governmental body with its attorney in an open meeting of the governmental body under Subsection (a) must be audible to the public at the location

specified in the notice of the meeting as the location of the meeting.

(c) Subsection (a) does not:

(1) authorize the members of a governmental body to conduct a meeting of the governmental body by telephone conference call, video conference call, or communications over the Internet; or

(2) create an exception to the application of this subchapter.

(d) Subsection (a) does not apply to a consultation with an attorney who is an employee of the governmental body.

(e) For purposes of Subsection (d), an attorney who receives compensation for legal services performed, from which employment taxes are deducted by the governmental body, is an employee of the governmental body.

(f) Subsection (d) does not apply to:

(1) the governing board of an institution of higher education as defined by Section 61.003, Education Code; or

(2) the Texas Higher Education Coordinating Board.

Added by Acts 2001, 77th Leg., ch. 50, Sec. 1, eff. May 7, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 538 (S.B. 1046), Sec. 4, eff. September 1, 2007.

Sec. 551.130. BOARD OF TRUSTEES OF TEACHER RETIREMENT SYSTEM OF TEXAS: QUORUM PRESENT AT ONE LOCATION. (a) In this section, "board" means the board of trustees of the Teacher Retirement System of Texas.

(b) This chapter does not prohibit the board or a board committee from holding an open or closed meeting by telephone conference call.

(c) The board or a board committee may hold a meeting by telephone conference call only if a quorum of the applicable board or board committee is physically present at one location of the meeting.

(d) A telephone conference call meeting is subject to the notice requirements applicable to other meetings. The notice must also specify:

(1) the location of the meeting where a quorum of the board or board committee, as applicable, will be physically present; and

(2) the intent to have a quorum present at that location.

(e) The location where a quorum is physically present must be open to the public during the open portions of a telephone conference call meeting. The open portions of the meeting must be audible to the public at the location where the quorum is present and be recorded at that location. The recording shall be made available to the public.

(f) The location of the meeting shall provide two-way communication during the entire telephone conference call meeting, and the identification of each party to the telephone conference call must be clearly stated before the party speaks.

(g) The authority provided by this section is in addition to the authority provided by Section 551.125.

(h) A member of the board who participates in a board or board committee meeting by telephone conference call but is not physically present at the location of the meeting is not considered to be absent from the meeting for any purpose. The vote of a member of the board who participates in a board or board committee meeting by telephone conference call is counted for the purpose of determining the number of votes cast on a motion or other proposition before the board or board committee.

(i) A member of the board may participate remotely by telephone conference call instead of by being physically present at the location of a board meeting for not more than one board meeting per calendar year. A board member who participates remotely in any portion of a board meeting by telephone conference call is considered to have participated in the entire board meeting by telephone conference call. For purposes of the limit provided by this subsection, remote participation by telephone conference call in a meeting of a board committee does not count as remote participation by telephone conference call in a meeting of the board, even if:

(1) a quorum of the full board attends the board committee meeting; or

(2) notice of the board committee meeting is also posted as notice of a board meeting.

(j) A person who is not a member of the board may speak at the meeting from a remote location by telephone conference call.

Added by Acts 2011, 82nd Leg., R.S., Ch. 455 (S.B. 1667), Sec. 3, eff. September 1, 2011.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 14, eff. May 18, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1078 (H.B. 3357), Sec. 1, eff. June 14, 2013.

Sec. 551.131. WATER DISTRICTS. (a) In this section, "water district" means a river authority, groundwater conservation district, water control and improvement district, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution.

(b) This section applies only to a water district whose territory includes land in three or more counties.

(c) A meeting held by telephone conference call or video conference call authorized by this section may be held only if:

(1) the meeting is a special called meeting and immediate action is required; and

(2) the convening at one location of a quorum of the governing body of the applicable water district is difficult or impossible.

(d) A meeting held by telephone conference call must otherwise comply with the procedures under Sections 551.125(c), (d), (e), and (f).

(e) A meeting held by video conference call is subject to the notice requirements applicable to other meetings. In addition, a meeting held by video conference call shall:

(1) be visible and audible to the public at the location specified in the notice of the meeting as the location of the meeting;

(2) be recorded by audio and video; and

(3) have two-way audio and video communications with each participant in the meeting during the entire meeting.

Added by Acts 2013, 83rd Leg., R.S., Ch. 20 (S.B. 293), Sec. 1, eff. May 10, 2013.

SUBCHAPTER G. ENFORCEMENT AND REMEDIES; CRIMINAL VIOLATIONS

Sec. 551.141. ACTION VOIDABLE. An action taken by a governmental body in violation of this chapter is voidable.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 551.142. MANDAMUS; INJUNCTION. (a) An interested person, including a member of the news media, may bring an action by mandamus or injunction to stop, prevent, or reverse a violation or threatened violation of this chapter by members of a governmental body.

(b) The court may assess costs of litigation and reasonable attorney fees incurred by a plaintiff or defendant who substantially prevails in an action under Subsection (a). In exercising its discretion, the court shall consider whether the action was brought in good faith and whether the conduct of the governmental body had a reasonable basis in law.

(c) The attorney general may bring an action by mandamus or injunction to stop, prevent, or reverse a violation or threatened violation of Section 551.045(a-1) by members of a governmental body.

(d) A suit filed by the attorney general under Subsection (c) must be filed in a district court of Travis County.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2019, 86th Leg., R.S., Ch. 462 (S.B. 494), Sec. 3, eff. September 1, 2019.

Sec. 551.143. PROHIBITED SERIES OF COMMUNICATIONS; OFFENSE; PENALTY. (a) A member of a governmental body commits an offense if the member:

(1) knowingly engages in at least one communication among a series of communications that each occur outside of a meeting authorized by this chapter and that concern an issue within the jurisdiction of the governmental body in which the members engaging

in the individual communications constitute fewer than a quorum of members but the members engaging in the series of communications constitute a quorum of members; and

(2) knew at the time the member engaged in the communication that the series of communications:

(A) involved or would involve a quorum; and

(B) would constitute a deliberation once a quorum of members engaged in the series of communications.

(b) An offense under Subsection (a) is a misdemeanor punishable by:

(1) a fine of not less than \$100 or more than \$500;

(2) confinement in the county jail for not less than one month or more than six months; or

(3) both the fine and confinement.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 645 (S.B. 1640), Sec. 2, eff. June 10, 2019.

Acts 2019, 86th Leg., R.S., Ch. 645 (S.B. 1640), Sec. 3, eff. June 10, 2019.

Sec. 551.144. CLOSED MEETING; OFFENSE; PENALTY. (a) A member of a governmental body commits an offense if a closed meeting is not permitted under this chapter and the member knowingly:

(1) calls or aids in calling or organizing the closed meeting, whether it is a special or called closed meeting;

(2) closes or aids in closing the meeting to the public, if it is a regular meeting; or

(3) participates in the closed meeting, whether it is a regular, special, or called meeting.

(b) An offense under Subsection (a) is a misdemeanor punishable by:

(1) a fine of not less than \$100 or more than \$500;

(2) confinement in the county jail for not less than one month or more than six months; or

(3) both the fine and confinement.

(c) It is an affirmative defense to prosecution under Subsection (a) that the member of the governmental body acted in reasonable reliance on a court order or a written interpretation of this chapter contained in an opinion of a court of record, the attorney general, or the attorney for the governmental body.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1999, 76th Leg., ch. 647, Sec. 3, eff. Aug. 30, 1999.

Sec. 551.145. CLOSED MEETING WITHOUT CERTIFIED AGENDA OR RECORDING; OFFENSE; PENALTY. (a) A member of a governmental body commits an offense if the member participates in a closed meeting of the governmental body knowing that a certified agenda of the closed meeting is not being kept or that a recording of the closed meeting is not being made.

(b) An offense under Subsection (a) is a Class C misdemeanor.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 15, eff. May 18, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 16, eff. May 18, 2013.

Sec. 551.146. DISCLOSURE OF CERTIFIED AGENDA OR RECORDING OF CLOSED MEETING; OFFENSE; PENALTY; CIVIL LIABILITY. (a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or recording of a meeting that was lawfully closed to the public under this chapter:

(1) commits an offense; and
(2) is liable to a person injured or damaged by the disclosure for:

(A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;

(B) reasonable attorney fees and court costs; and

(C) at the discretion of the trier of fact, exemplary damages.

(b) An offense under Subsection (a)(1) is a Class B misdemeanor.

(c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:

(1) the defendant had good reason to believe the disclosure was lawful; or

(2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or recording.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 17, eff. May 18, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 87 (S.B. 471), Sec. 18, eff. May 18, 2013.

ATTACHMENT B

MOTOROLA ASTRO 25 P25 RADIO SYSTEM

TERMS OF USE

- 1) All radios that use Collin County Radio System as their primary radio system are required to be equipped with and operate P25 Phase II Technology.
- 2) Telephone Interconnect and Private Call features are not enabled on the Collin County Radio System.
- 3) The participating department will notify Commander Palmisano of any radio (Mobile or Portable) that is misplaced, stolen, or lost. Those radios will de-active the ID immediately.
- 4) All subscriber radios that roam between Collin County's simulcast cell and the Joint Radio System's simulcast system (PAWM) will be required to use long antennas on their portable radios.
- 5) The Collin County Radio System coverage is based on portable radios with long antennas. Use of short antennas is highly discouraged on the Collin County Radio System as it will affect coverage inside buildings and on the street in some locations. Digital radio systems DO NOT offer coverage if the signal falls below an acceptable level.
- 6) Radio programming is only authorized by specific radio programmers. Unauthorized programming on the Collin County Radio System will result in immediate removal of said radio(s) and in some cases criminal charges. Cloning of radios and ID's are not allowed.

AUTHORIZED PROGRAMMERS (*This list may be modified at any time during this agreement*)

- 1) Plano Radio Shop (City of Plano)
 - 2) Frisco Radio Shop (City of Frisco)
 - 3) McKinney Radio Shop (City of McKinney)
 - 4) Crosspoint Communications
 - 5) Fort Worth Radio Shop (City of Fort Worth)
 - 6) Dallas Radio Shop (City of Dallas)
 - 7) Harris Corp (Irving Shop only)
 - 8) Garland Radio Shop (City of Garland)
- 7) Each department is required to keep an accurate inventory of their radios. Alias for each radio need to be provided to Commander Palmisano anytime a radio's assignment changes, or it is issued to another Officer. This information will be updated ASAP in the Dispatch Radio Consoles. Notifications will also include radio that is no longer used; these radio ID's will be shut off.
 - 8) It is the department's responsibility to remove all programming from a radio that is sold or given to anyone outside of their department. Command Palmisano must be notified before the radio changes ownership.
 - 9) Anytime an emergency button is accidentally activated, it is the responsibility of the officer to let Dispatch know that the activation was a mistake.

Attachment “A”

Collin County External Law Enforcement and Fire Department Remote Connectivity Policy and Agreement Form

Remote Access Agreement

1.0 Purpose

The purpose of this document is to provide the framework for granting REMOTE ACCESS to Collin County services/equipment through REMOTE ACCESS so that an Authorized Party of a law enforcement agency or a fire department external to Collin County government may access its justice data hosted on Collin County’s network.

2.0 Scope

This policy applies to all Law Enforcement and Fire Department personal external to Collin County government utilizing REMOTE ACCESS to access the Collin County network for justice data (such persons referred to herein as “Authorized Parties”).

3.0 Policy

Authorized parties may utilize the benefits of REMOTE ACCESS, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the REMOTE ACCESS.

Additionally,

1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized Parties and the Collin County employees sponsoring the request for REMOTE ACCESS are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County REMOTE ACCESS policy and will be reported to the Authorized Party’s agency
3. The Authorized Parties and the Collin County employees sponsoring the REMOTE ACCESS request are also responsible for defining the time scope that the REMOTE ACCESS account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. REMOTE ACCESS use is to be controlled using public/private key system with a strong pass phrase and a second factor such as a token device or a dynamically generated passcode.
5. REMOTE ACCESS gateways will be established and managed by Collin County Information Technology Department.
6. All computers connected to Collin County internal networks via REMOTE ACCESS or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
7. All Authorized Parties connecting to the Collin County internal networks via REMOTE ACCESS or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems. All systems using REMOTE ACCESS connections to Collin County must comply with Microsoft’s Product Lifecycle chart and use only currently supporting and fully patched operating systems.
8. Authorized Parties may be automatically disconnected from Collin County’s network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
9. Only approved REMOTE ACCESS clients may be used.
10. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized

Party must uninstall the REMOTE ACCESS connection from the Authorized Party's computer.

11. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to the County's network within 24 hours or next business day.
12. After six months of expired inactivity, Active Directory and REMOTE ACCESS accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
13. Accounts will be locked out after a certain number of failed attempts.
14. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the REMOTE ACCESS user. The sponsoring agency is the Sheriff's Office.
15. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
16. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the REMOTE ACCESS to Collin County
17. If the County migrates to a new network connection technology it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.
18. The Authorized Party must notify Collin County IT immediately upon learning of any compromise occurring through an anti-virus, malware, or other form of unauthorized access. Collin County will also inform the Authorized Parties of any breach or suspected breach occurring on the county network. REMOTE ACCESS may be restricted during such an event while corrective actions are undertaken.
19. The Authorized Party must notify Collin County IT immediately upon learning of any unauthorized access of county resources through the REMOTE ACCESS connection.

4.0 Granting Access

To obtain access via REMOTE ACCESS, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for REMOTE ACCESS must be signed and approved by the Manager who is responsible for the external Authorized Party's use. REMOTE ACCESS expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal of two weeks' notice to schedule.

5.0 Enforcement

Collin County Information Technology Department may actively monitor the REMOTE ACCESS concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their REMOTE ACCESS terminated immediately.

6.0 Liability

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County's services/equipment resulting from or related to Agency's connection to the County's networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

7.0 Definitions

Term	Definition
REMOTE ACCESS	An extension of Collin County's internal private network.
REMOTE ACCESS Concentrator	Physical device that manages REMOTE ACCESS connections.
REMOTE ACCESS Client	Remote computer with REMOTE ACCESS software utilizing REMOTE ACCESS services.
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.
User	Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.
Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the REMOTE ACCESS. The employee may be someone in IT.

Agency Management's Signature (if applicable)

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Remote Access Users Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Sponsoring Party's Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Return form to:

Caren Skipworth
2300 Bloomdale #3198
McKinney, Texas 75071



Life Connected.

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: October 13, 2020
 Re: This will enable the City of Celina to become a Point of Dispensary.

Action Requested:

Consider and act upon approval of a Memorandum of Understanding between the City of Celina and Collin County for Point of Dispensing Site Operations. (Metdker)

Background Information:

Under a grant from the Centers for Disease Control and Prevention's Office of Public Health Preparedness and Response ("CDC"), acting through the Texas Department of State Health Services ("DSHS"), the County is required to plan and prepare for a public health emergency in Collin County that may result from natural or man-made causes. The County will need private or closed organizations to serve as Closed Point of Dispensing ("Closed POD") sites in the event of an emergency caused by bioterrorism, pandemic influenza, or a novel or highly fatal infectious agent or biological toxin.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

May be a small amount of overtime on occasion.

Legal Review:

N/A

Supporting Documents:

MOU

Staff Recommendation:

STATE OF TEXAS	§	Closed POD Site Agreement
	§	
COLLIN COUNTY	§	With City of Celina

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is entered into between City of Celina (“City”) and Collin County (“County”), acting through the Collin County Health Care Services/Collin County Office of Emergency Management (“Department”). This Agreement becomes active when Strategic National Stockpile (“SNS”) assets are released from Department and accepted by City for Closed POD operations. This Agreement authorizes City to conduct mass dispensing operations using a Closed POD model, under the authority of and with consultation from Department.

I. Background and Purpose

Under a grant from the Centers for Disease Control and Prevention’s Office of Public Health Preparedness and Response (“CDC”), acting through the Texas Department of State Health Services (“DSHS”), the County is required to plan and prepare for a public health emergency in Collin County that may result from natural or man-made causes. The County will need private or closed organizations to serve as Closed Point of Dispensing (“Closed POD”) sites in the event of an emergency caused by bioterrorism, pandemic influenza, or a novel or highly fatal infectious agent or biological toxin.

Each Closed POD site reduces the strain on public Point of Dispensing sites (“Open POD”), and allows the Closed POD to serve a smaller subset of County residents during a public health emergency. Increasing the number of these sites will enable the County to provide medical countermeasures to larger numbers of people in a shorter amount of time. The City Closed POD will provide for the dispensing of medical countermeasures to City employees and family

Closed POD MOU – City of Celina and Collin County Health Care Services

Page 1 of 8

Attachment: Celina - Closed POD MOU (POD MOU)

members (“Members”). The County has concluded that City has the facilities and personnel necessary to be a Closed POD site, and this Agreement serves a public service.

II. Public Health Emergency

This Agreement becomes operational if:

- a. The applicable County or Department authority declares a public health emergency; and,
- b. The Local Health Authority, or designee, declares that large scale distribution of medical countermeasures is necessary as a control measure for an outbreak of one or more communicable diseases and/or other treatment associated with a natural or man-made disaster.

The onset of such a public health emergency (“public health emergency” or “emergency”) will be relayed by Department to City in a timely manner.

III. Closed POD Designation

In the event of a public health emergency, City agrees to:

- a. provide a Closed POD site location;
- b. staff the site; and,
- c. dispense the prescribed prophylaxis to its Members using these staff and according to the City dispensing plan.

City agrees to make its facilities and personnel available for mass dispensing to its Members as a Closed POD site according to the provisions in this Agreement. Medical countermeasure assets will come from available supply sources and will be provided at no cost to City and its Members.

IV. Department Obligations

In planning for, during, and after the conclusion of an emergency, Department will be obligated to:

- a. Provide site screening to determine participation suitability;

- b. Assist City with preparing its site dispensing plan, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms, etc.;
- c. Arrange for medical countermeasures and/or necessary medical supplies or equipment, if available, to the extent necessary to administer the medical countermeasure. Department will not be obligated to provide a complete POD kit or general dispensing supplies to City. Department will not be obligated to provide transportation of medical countermeasure assets, supplies, or equipment, or security thereof, from Department facilities to City for dispensing;
- d. Provide reasonable consultation and assistance, including such consultation and assistance as is needed for City to comply with Closed POD regulations, restrictions, or guidance imposed by DSHS, CDC, County, and other relevant policies;
- e. Make reasonable accommodations to provide City information about and/or status updates on a potential, new, or ongoing emergency, including updates and information that would appreciably impact the planning, response efforts, or health and safety of City;
- f. Make reasonable accommodations to train, or provide for training of, City staff to operate their dispensing site;
- g. Collect any unused medical countermeasures, medical supplies, and/or medical documentation after an emergency has ceased. Transportation for these assets will be provided or arranged for by Department; and,
- h. Provide after-action and improvement consultation, as needed or requested.

V. City Obligations

In planning for, during, and after the conclusion of an emergency, City will be obligated to:

- a. Serve as a Closed POD location for its employees during an emergency, acting on behalf of Department in such a response;
- b. Write a dispensing plan for the specific facility serving as dispensing site;

- c. Supply and arrange for all equipment and personnel necessary for staffing, security, dispensing, crowd/traffic control, transportation of assets, and other tasks necessary to dispense prophylaxis to Members;
- d. Designate the following individuals and provide biannually updated contact information to Department, including telephone number and email address:
 - i. An administrator, who will serve as the primary point of contact to outside entities, including Department;
 - ii. A medical staff point of contact, who currently has a medical license in good standing;
 - iii. A security point of contact, who will interact with Department and any relevant law enforcement entities in safety and security planning;
 - iv. A staff liaison, who will coordinate City staff and training.
- e. Provide Department with an estimate of the number of employees that would receive prophylaxis during an emergency, and will provide updates to that estimate as necessary or when requested by Department;
- f. Provide the personnel, equipment, transportation, and security personnel to take possession of medical countermeasure assets from Department at the designated pickup site;
- g. Designate one or more representatives that will have the authority to sign for receipt of medical countermeasures on behalf of City at the time of pickup from Department;
- h. Be responsible for proper disposal of medical waste; and,
- i. Be responsible for inventory management.

VI. Term

This Agreement becomes effective when approved by the governing bodies of City and the County and will remain in effect indefinitely. This Agreement may be terminated by either party at any time, with or without cause; however, the terminating party shall provide thirty (30) days written notice to the other party.

VII. Exchange of Information

Information acquired by either City, County or Department on citizens to be served will be mutually accessible to provide an integrated approach to citizen support and to avoid unnecessary duplication of services. This information will be shared only to the extent permitted by regulations requiring confidentiality of participant records. City and Department will cooperate in sharing information on the status and outcome of services provided.

VIII. Evaluation and Review

In order to provide a vehicle for on-going evaluation, review, and discussion of operational issues, both parties agree to communicate on a regular basis to discuss issues related to the implementation of this agreement.

IX. Procedures for Amendments and Termination

This agreement may be amended by mutual consent of both parties. Alternatively, this agreement and any amendments thereof shall remain in effect until terminated by either party upon thirty (30) days written notice to the other party.

X. Fee/Compensation

There shall be no fee or compensation owed by City, County, or Department under this Agreement.

XI. Hold Harmless

Each party agrees to the extent authorized under the Constitution and the laws of the State of Texas to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement, including but not limited to, its acts of negligence or omission in the performance of responsibilities under this

Agreement. Each party, to the extent allowed by law and without waiving any rights, defenses, or protections provided therein, agrees to be responsible for its own acts of negligence.

Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. City shall be responsible for its sole negligence. County shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

Attachment: Celina - Closed POD MOU (POD MOU)

XII. Notice

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery, registered mail or certified mail, or by U.S. Mail, return receipt requested, postage prepared; to:

City Name: City of Celina

County: Collin County Health Care Services
825 N. McDonald Street, Suite 130
McKinney, Texas 75069

Collin County Administrator
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

Attachment: Celina - Closed POD MOU (POD MOU)

XI. Authority of Parties

This Agreement is made by and entered into by the duly-authorized officials of each respective entity.

X. Counterparts

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

EXECUTED this, the _____ day of _____, 2020.

Collin County, Texas

City of Celina, Texas

Chris Hill
Collin County Judge

NAME 1
TITLE 1

Candy Blair, RN, BSN
Public Health Director

NAME 1
TITLE 1

Sadia Siddiqui, MD
Collin County Health Authority

NAME 1
TITLE 1

Dr. Nishat, M.D.
Collin County Health Authority

Jason Browning
Emergency Management Coordinator

Closed POD MOU – City of Celina and Collin County Health Care Services



Life Connected.

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: October 13, 2020
Re: Our annual agreement with our Medical Director.

Action Requested:

Consider and act upon ratification of an agreement for EMS Medical Control between the City of Celina and Medical City Plano. (Metdker)

Background Information:

Annual agreement with our Medical Director

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

\$31,840

Legal Review:

N/A

Supporting Documents:

Agreement

Staff Recommendation:

Medical City Plano
EMS Medical Control for Celina Fire Department
Fee Structure Effective October 1, 2020 – September 30, 2021

7.N.a

EMS Medical Control is comprised of multiple functions represented by two categories, On-Line/Off-Line Medical Control and Education/Quality Assurance Activities. Below is a summary of the activities by category.

Medical Control: On-Line/Off Line Functions	Education/Quality Assurance Functions
<i>On-Line/Off-Line functions include direct involvement of the EMS Medical Director and/or designee in the actual function</i>	<i>Education/Quality Assurance functions are provided by E Department Staff at The Medical Center of Plano in collaborat with guidance by the EMS Medical Director</i>
In-person continuing education once per quarter (one 3 hour class/day x 3 days)	In-person continuing education by EMS Educator once per quarter (one 3 hour class/day x 3 days)
Monthly Physician field observation/training, i.e. EMS ride-outs	Internet based training one month per quarter developed by EMS Educator to provide 3 hours of required EMS CE
Ongoing review/development of new equipment, medications, and practices as well as existing Treatment Protocols and SOPs with emphasis on Evidenced Based Medical Practice	Recording of monthly CE and utilizing the Educational Tracking Platform to allow for make-up CE for those not able to attend live classes that were offered
Quality Assurance including review of EMS documentation, interaction with Fire Administration and field personnel to resolve concerns, documentation of loop closure, radio report review, and in-person Medical Director Reviews as needed	- Quality Assurance Program to include 100% review of all EMS runs 100% review of all No Transports - Monthly Protocol Specific Reviews - ACS, Stroke, Intubations, CPR, Trauma, Physical and Chemical Restraints
24/7/365 On-Line (Radio and Telephone Support) by Board Certified Emergency Physicians at The Medical Center of Plano	- Internship Program - Each intern assigned to specific educator - Review of completed Study Guide by Intern - Mid-term and final field evaluations - ECG testing, Protocol testing, and Mega Code Evaluation
24/7/365 Off-line availability of EMS Medical Director/Assistant Medical Director to Fire Administration and Field Personnel to review issues/concerns	Monthly Quality Assurance Dashboards tracking various metrics to include protocol compliance, intubations, continuing education hours, and internship progress
Review of all field infection control exposures and involvement in care plan and monitoring as needed	Access to internet based Education Platform to allow for make-up CE, quarterly internet based CE, and tracking of CE hours
Requested meetings from Fire Administration to address issues involving EMS and personnel	Access to internet based Education Platform to allow for completion of American Heart Association BLS and ACLS followed by live check off with TMCP EMS instructor
Attendance at City Council and other City Government meetings at the request of Fire Administration	Quarterly field observations/training, i.e. EMS ride-outs
Acute Care Hospital Rotation to enhance assessment techniques and practical skills	Monthly skills tracking of all field personnel
Final review and authorization of Paramedic Intern prior to being released for field practice	Annual required Infection Control and Anaphylaxis CE to meet government standards
Over-site and training of EMS Research as necessary	Tracking and communication to Fire Administration regarding CE attendance
Annual Protocol Testing and ALS Skills Credentialing and Bi-Annual BLS Skills Credentialing	Direct involvement in resolution of addendums to EMS Run Report
	Involvement in resolution of identified ePCR issues
	Annual Protocol Testing and ALS Skills Credentialing and Bi-Annual BLS Skills Credentialing

Attachment: Medical Director Agreement (Medical Director Agreement)

Medical Control: On-Line and Off-Line Functions by EMS Medical Director	Education/Quality Assurance	Annual Cost	Monthly Cost	7.N.a
144 Hours Annually Average 12 hours/Month @ \$185.00/hour	Annually Per Field Personnel @ \$200.00 x 26 field personnel			
\$26,640.00	\$5200.00	31840.00	\$2653.33	

Annual costs for On-Line/Off-Line Medical Control functions are based on the current run rate of 12 direct hours worked by the Medical Director in providing services to the City of Celina. Should the Fire Department decide to require additional duties for the Medical Director beyond the 12 hours, the direct hourly allocation amount would need to be adjusted with the necessary contractual addendums. As an example, if implementation of a Mobile Integrated Healthcare Program was requested, this would require additional hours on behalf of the Medical Director.

Annual costs for Education/Quality Assurance will be assessed at the beginning of each year and based on the number of field personnel budgeted for that year. Monthly payments will be adjusted accordingly and be effective October 1 – September 30th to reflect the City's fiscal calendar.

Medical City Plano

Date: _____

By: _____

Brad Stein, CFO

City of Celina

Date: _____

By: _____

Name: _____

Title: _____

Attachment: Medical Director Agreement (Medical Director Agreement)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Andy Figueroa, Director of Public Works
 Date: October 13, 2020
 Re: Aggregate Materials 2020-0043

Action Requested:

Consider and act to award bid 2020-0043 for aggregate materials at the unit prices listed to P&K Stone, LLC, Liberty Sand & Gravel, CJA Enterprises, and The Letco Group. (Berry)

Background Information:

On September 29, 2020, the City received responses to bid 2020-0043 for aggregate materials. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which seventy-one vendors were notified. Five responses were received.

The contract period is for one year with the option to renew the agreement for four additional one-year periods. Pricing may be increased or decreased at the renewal period in accordance with the CPI-U for the Dallas/Fort Worth area.

Staff reviewed the submitted bids and recommends award to a primary and secondary vendor as listed below.

Vendor	Line #	Award Type
P&K Stone, LLC	5, 6, 11, 12, 13, 15, 16, 17, 18, & 19	Primary
P&K Stone LLC	4	Secondary
Liberty Sand & Gravel	2, 4, 8, 12, 16 & 19	Secondary
CJA Enterprises, LLP	2, 4, 8, 10, & 14	Primary
CJA Enterprises, LLP	6 & 18	Secondary
The Letco Group, LLC	1, 3, 7 & 9	Primary

Alternatives:

Council may reject the change order and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be

committed at the issuance of a purchase order

Supporting Documents:

Tab Sheet

Staff Recommendation:

Award Bid 2020-0043

Line #	Description	QTY	UOM	Turf Materials		P&K Stone LLC		Liberty Sand & Gravel		CJA Enterprises LLP		The LETCO Group, LLC	
				Total Price	\$13,700.00	Total Price	\$126,847.50	Total Price	\$178,981.00	Total Price	\$182,972.50	Total Price	\$439,000.00
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Cushion Sand - Pick Up	2000	Ton	No Bid		No Bid		No Bid		No Bid		<u>\$22.50</u>	\$45,000.00
2	Cushion Sand - Delivered	2000	Tons	No Bid		No Bid		\$10.95	\$21,900.00	<u>\$10.75</u>	\$21,500.00	\$26.50	\$53,000.00
3	3/8 Inch Pea Gravel Pick Up	1000	Tons	No Bid		No Bid		No Bid		No Bid		<u>\$40.50</u>	\$40,500.00
4	3/8 Inch Pea Gravel - Delivered	1000	Tons	No Bid		No Bid		\$23.81	\$23,810.00	<u>\$19.75</u>	\$19,750.00	\$44.50	\$44,500.00
5	#57 Limestone "Utility Rock" - Pick Up	1000	Tons	No Bid		<u>\$9.25</u>	\$9,250.00	No Bid		No Bid		\$39.50	\$39,500.00
6	#57 Limestone "Utility Rock"- Delivered	1000	Tons	No Bid		<u>\$20.35</u>	\$20,350.00	\$26.35	\$26,350.00	\$21.25	\$21,250.00	\$43.50	\$43,500.00
7	Top Soil - Pick Up	100	Tons	No Bid		No Bid		No Bid		No Bid		<u>\$30.50</u>	\$3,050.00
8	Top Soil- Delivered	100	Tons	No Bid		No Bid		\$18.10	\$1,810.00	<u>\$15.75</u>	\$1,575.00	\$34.50	\$3,450.00
9	Top Dressing Sand - Pick Up	300	Tons	No Bid		No Bid		No Bid		No Bid		<u>\$40.50</u>	\$12,150.00
10	Top Dressing Sand- Delivered	300	Tons	\$39.00	\$11,700.00	No Bid		No Bid		<u>\$16.25</u>	\$4,875.00	\$44.50	\$13,350.00
11	Rip Rap 8" x 12"- Pick Up	60	Tons	No Bid		<u>\$15.00</u>	\$900.00	No Bid		No Bid		No Bid	
12	Rip Rap 8* x 12* - Delivered	60	Tons	No Bid		<u>\$28.75</u>	\$1,725.00	\$31.35	\$1,881.00	\$34.75	\$2,085.00	No Bid	
13	Decomposed Granite - Pick Up	50	Tons	No Bid		<u>\$6.00</u>	\$300.00	No Bid		No Bid		\$41.50	\$2,075.00
14	Decomposed Granite- Delivered	50	Tons	\$40.00	\$2,000.00	<u>\$19.75</u>	\$987.50	\$23.95	\$1,197.50	<u>\$18.75</u>	\$937.50	\$45.50	\$2,275.00
15	Limestone 3/4 Inch Rock "Utility Rock" - Pick Up	50	Tons	No Bid		<u>\$9.25</u>	\$462.50	No Bid		No Bid		No Bid	
16	Limestone 3/4 Inch Rock "Utility Rock"- Delivered	50	Tons	No Bid		<u>\$20.35</u>	\$1,017.50	\$20.95	\$1,047.50	\$23.50	\$1,175.00	No Bid	
17	Manufactured Sand (Ice Control) - Pick Up	50	Tons	No Bid		<u>\$8.00</u>	\$400.00	No Bid		No Bid		\$39.50	\$1,975.00
18	Manufactured Sand (Ice Control)- Delivered	50	Tons	No Bid		<u>\$19.10</u>	\$955.00	\$24.70	\$1,235.00	\$21.50	\$1,075.00	\$43.50	\$2,175.00
19	Flex Base Grade 1 - Delivered Materials. T	5000	Tons	No Bid		<u>\$18.10</u>	\$90,500.00	\$19.95	\$99,750.00	\$21.75	\$108,750.00	\$26.50	\$132,500.00

PRIMARY

SECONDARY



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Figueroa, Director of Public Works
Date: October 13, 2020
Re: Tank Testing 2020-0042

Action Requested:

Consider and act to award bid 2020-0042 for tank inspection, cleaning and repairs at the unit prices listed to U.S. Underwater Services, LLC. (Berry)

Background Information:

On September 29, 2020, the City received responses to bid 2020-0042 for inspection, cleaning, and repairs to elevated and ground water storage tanks. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred thirty-five vendors were notified. Two responses were received.

The contract period is for one year with the option to renew the agreement for four additional one-year periods. Pricing may be increased or decreased at the renewal period in accordance with CPI-U for the Dallas/Fort Worth area.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Supporting Documents:

Tab Sheet

Staff Recommendation:

Award Bid 2020-0042

2020-0042**Tank Inspection, Cleaning and Repairs**

				U.S. Underwater Services, LLC		Ron Perrin Water Technologies, Inc.	
				Total Price	\$2,325.00	Total Price	\$2,460.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Inspection 1 Million Gallon Hydropillar Tank	1	EA	\$525.00	\$525.00	\$595.00	\$595.00
2	Inspection 2 Million Gallon Hydropillar Tank	1	EA	\$525.00	\$525.00	\$695.00	\$695.00
3	Inspection 1 Million Gallon Ground Storage Tank	1	EA	\$525.00	\$525.00	\$595.00	\$595.00
4	Hourly Rate for Cleaning Tank	1	EA	\$375.00	\$375.00	\$300.00	\$300.00
5	Hourly Rate for Repairs.	1	EA	\$375.00	\$375.00	\$275.00	\$275.00

Attachment: Bid Tabulation by Line (Tank Inspection 2020-0042)

Line #
1
2
3
4
5



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Drew Jenks, Assistant
 CC: Jason Laumer, City Manager
 Date: October 13, 2020
 Re: Resolution with Celina ISD for allocation of CRF Funds

Action Requested:

Consider and act upon a resolution ratifying the city manager or his designee's authority to execute a letter of commitment to transfer funds from the city of Celina's CARES Act Coronavirus Relief Fund (CRF) funding to the Celina Independent School District for the bulk purchase costs of technology and declaring an effective date. (Jenks)

Background Information:

The City of Celina recognizes that remote learning has become an essential part of each school district's academic offering. In response to the alarming number of students that lack the connectivity technology to learn from their homes, Governor Abbott and Texas legislative leadership have allocated monies in Cares Act Coronavirus Relief Fund (CRF) funding to match local District Funding.

School Districts are eligible for additional CRF fund matching if they receive from their local city or county CRF for TEA's bulk order program. TEA will increase its fund matching by \$1 for every \$1 of local CRF that districts receive, up to a maximum of 25% of the expenditure approved and allocated by TEA (based on the number of economically disadvantaged students).

As of September 29th, 2020 the City the City has determined to allocate its CRF funds of \$15,000 to the school district in support of the district's response to the COVID-19 pandemic. Prior to transfer of funds the City and the School District agree that they will enter into an interlocal agreement detailing expenditure of funds and reciting compliance with the CARES Act. The purpose of this allocation is to provide CRF funding to Celina Independent School District for the bulk purchase costs of technology, which the district purchased through Region IV.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

\$15,000 of Cares Act Funds (CRF)

Legal Review:

Reviewed by the City Attorney

Supporting Documents:

Resolution

Staff Recommendation:

Approval

RESOLUTION NO. 2020-XX

A RESOLUTION RATIFYING THE CITY MANAGER OR HIS DESIGNEE’S AUTHORITY TO EXECUTE A LETTER OF COMMITMENT TO TRANSFER FUNDS FROM THE CITY OF CELINA’S CARES ACT CORONAVIRUS RELIEF FUND (CRF) FUNDING TO THE CELINA INDEPENDENT SCHOOL DISTRICT FOR THE BULK PURCHASE COSTS OF TECHNOLOGY AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas is a municipality operating under a home-rule charter (the “City”); and

WHEREAS, in December 2019, a novel coronavirus, now designated SARS-Co V2 which causes the disease COVID-19, was detected in Wuhan, China; and

WHEREAS, President Donald J. Trump declared a State of National Emergency for the United States of America on March 13, 2020 in response to the spread of COVID-19; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a statewide public health disaster; and

WHEREAS, on March 16, 2020, Mayor Sean Terry issued a declaration of local disaster for public health emergency for the City and such declaration was extended by the City Council; and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was passed by Congress and signed into law by President Trump; and

WHEREAS, on April 22, 2020, the US Treasury established the Coronavirus Relief Fund added by section 5001 of the CARES Act; and

WHEREAS, on May 11, 2020, the Collin County Commissioners court took the first steps to distribute the CARES Act funds; and

WHEREAS, on May 26, 2020, the City approved an Interlocal Cooperation Agreement between the City and Collin County to provide for the distribution of CARES Act funds; and

WHEREAS, the Texas Education Agency has provided for Local Education Agencies (LEAs) are eligible for additional state coronavirus Relief Fund (CRF) fund matching if they receive funding from their local city or county CRF for TEA’s bulk order program; and

WHEREAS, on September 23, the Celina Independent School District requested funding from the CRF funds received by the city from the CARES Act funds.

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

SECTION 1. That the City hereby allocates its CRF funds of \$15,000 to the school district in support of the district’s response to the COVID-19 pandemic. The purpose of this allocation is to provide CRF

Attachment: CRF Funding Cisd Resolution 10072020 (Resolution with Celina ISD for allocation of CRF Funds)

funding to Celina Independent School District for the bulk purchase costs of technology, which the district purchased through Region IV.

SECTION 2. The City Manager may establish additional rules or requirements necessary to comply with all applicable law.

SECTION 3. That the City Manager of the City of Celina, Texas or his designee's has the authority to execute a letter of commitment to transfer funds from the city of Celina's cares act coronavirus relief fund (CRF) funding to the Celina independent school district for the bulk purchase costs of technology.

SECTION 4. That the City shall transfer \$15,000 from the separate CARES operating fund of the City to Celina Independent School district.

SECTION 5. That this Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ON THIS THE 13th DAY OF OCTOBER 2020.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
Date: October 13, 2020
Re: Danville Water Tower Site Purchase

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas finding that a public necessity exists to acquire a real property, 1.00 acres of land, more or less, situated in the Coleman Watson Survey, abstract number 945, and being part of that certain 58.401 acre tract described in deed from Tom Watkins, et us, to Robert S. Folsom, dated April 11, 1984, and recorded in volume 1872, page 844, of the deed records of Collin County, Texas, and part of that certain 0.4997 acre tract described in deed from Danville Water Supply Corporation to Robert S. Folsom and recorded in the said Collin County Deed Records, as more particularly described in exhibit "A"; authorizing the city manager to execute all documents necessary to effectuate the transfer of the property to the city; appropriating funds from a lawful source; and providing for an effective date. (Brawner)

Background Information:

City staff has been working with the City of McKinney staff to acquire the 1 acre Danville Water Tower site that is currently in the City of Celina. When the Danville Water System was dissolved to McKinney, Prosper and Celina, the City of McKinney acquired the tract that housed the elevated storage tank. None of the cities were able to utilize the water tower due to incorrect elevations of the different pressure planes. The most recently completed appraisal took into account the cost of demolition and appraised the property at \$125,500. The City of Celina intends to have the tower demolished once acquired. The intent is to convert this 1 acre site into a public park adjacent to Mustang Lakes.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Being requested as part of the Water Capital Recovery Fees. The demolition of the tower will take place at a future time.

Legal Review:

Legal will review the documents for content and form

Supporting Documents:

Site Location Map

Special Warranty Deed

Staff Recommendation:

Staff recommends approval.

After Recording, Please Return to:

City Secretary
CITY OF MCKINNEY
P.O. Box 517
McKinney, Texas 75069

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

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

The ***CITY OF MCKINNEY***, a Texas home-rule municipal corporation (“Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by ***CITY OF CELINA***, a Texas home-rule municipal corporation (“Grantee”), the receipt and sufficiency of which are hereby fully acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee, subject to the reservations from and exceptions to conveyance and warranty provided herein-below all the following described real estate, to-wit:

BEING 43,560 square feet or 1.0000 acres of land, more or less, situated in the Coleman Watson Survey, Abstract No. 945, and being part of that certain 58.401 acre tract described in deed from Tom Watkins, et us, to Robert S. Folsom, dated April 11, 1984, and recorded in Volume 1872, Page 844, of the Deed Records of Collin County, Texas, and part of that certain 0.4997 acre tract described in deed from Danville Water Supply Corporation to Robert S. Folsom and recorded in the said Collin County Deed Records, as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference for all purposes allowed by law, together with all improvements located thereon, fixtures thereto, and any and all appurtenances belonging or appertaining thereto and any right, title and interest of Grantor in

and to adjacent streets, alleys and rights-of-way, strips or gores of real estate adjoining such real property (hereinafter collectively referred to as the "Property").

This conveyance is made and accepted subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the Property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking and accepts the Property **“AS IS-WHERE IS”** with any and all latent and patent defects. **IT IS UNDERSTOOD AND AGREED THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY OR ANY IMPROVEMENTS THEREON, INCLUDING WITHOUT LIMITATION THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. GRANTEE IS ACQUIRING THE PROPERTY “AS IS, WHERE IS” AND WITH ALL FAULTS, LIABILITIES, AND DEFECTS, LATENT OR OTHERWISE, KNOWN OR UNKNOWN, IN ITS PRESENT STATE AND CONDITION AS OF THE CLOSING DATE, WITH NO RIGHTS OR RECOURSE AGAINST GRANTOR (OR ANY RELATED OR AFFILIATED PARTY) FOR SAME BY THE ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN**

ORDER TO ENABLE THE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY.

Excluded and excepted from this deed are any and all warranties, express or implied, regarding the Property, including, without limitation, any warranties arising at common law or implied as a result of §5.023 of the Texas Property Code, or any successor statute.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND, to the extent allowed by Texas law without the establishment of a constitutional sinking fund for such contingent liability, all and singular the title of the Property only unto Grantee and Grantee's successors and assigns, against every person whomsoever claiming, or to claim the same, or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

EXECUTED as of the date provided below.

GRANTOR:

CITY OF MCKINNEY,
a Texas home-rule municipal corporation

PAUL G. GRIMES
City Manager

Date: _____

ATTEST:

EMPRESS DRANE
City Secretary

APPROVED AS TO FORM:

 MARK HOUSER
 City Attorney

STATE OF TEXAS §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on ____ day of _____, 2020, by PAUL G. GRIMES, City Manager of the CITY OF MCKINNEY, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

 Notary Public, State of Texas

AGREED AND ACCEPTED:

Grantee accepts the attached deed and consents to its form and substance. Grantee acknowledges that the terms of the deed conform with Grantee's intent and that they will control in the event of any conflict with the contract Grantee signed regarding, the Property described in the deed.

GRANTEE:

CITY OF CELINA,
 a Texas home-rule municipal corporation

By: _____

Name: _____

Title _____

Date: _____

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, _____ of CITY OF CELINA, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

 Notary Public, State of Texas

PREPARED IN THE OFFICES OF:
 BROWN & HOFMEISTER, L.L.P.
 740 E. Campbell Road, Suite 800
 Richardson, Texas 75081
 Tel: 214/747-6100
 Fax: 214/747-6111

Attachment: Special Warranty Deed as to Title Only - City to Celina (Danville Water Tower Site Purchase)

EXHIBIT "A"
Property Description

Being a part of the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, and being part of that certain 58.401 acre tract described in deed from Tom Watkins, et us, to Robert S. Folsom, dated April 11, 1984, and recorded in Volume 1872, Page 844, of the Deed Records of Collin County, Texas, and part of that certain 0.4997 acre tract described in deed from Danville Water Supply Corporation to Robert S. Folsom and recorded in the said Collin County Deed Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod set for corner in the present West line of F. M. Highway 2478, a 110 foot right-of-way, said point being S 03° 35' 10" E 50.11 feet from the Northeast corner of said Danville Water Supply Corporation 0.4997 acre tract;

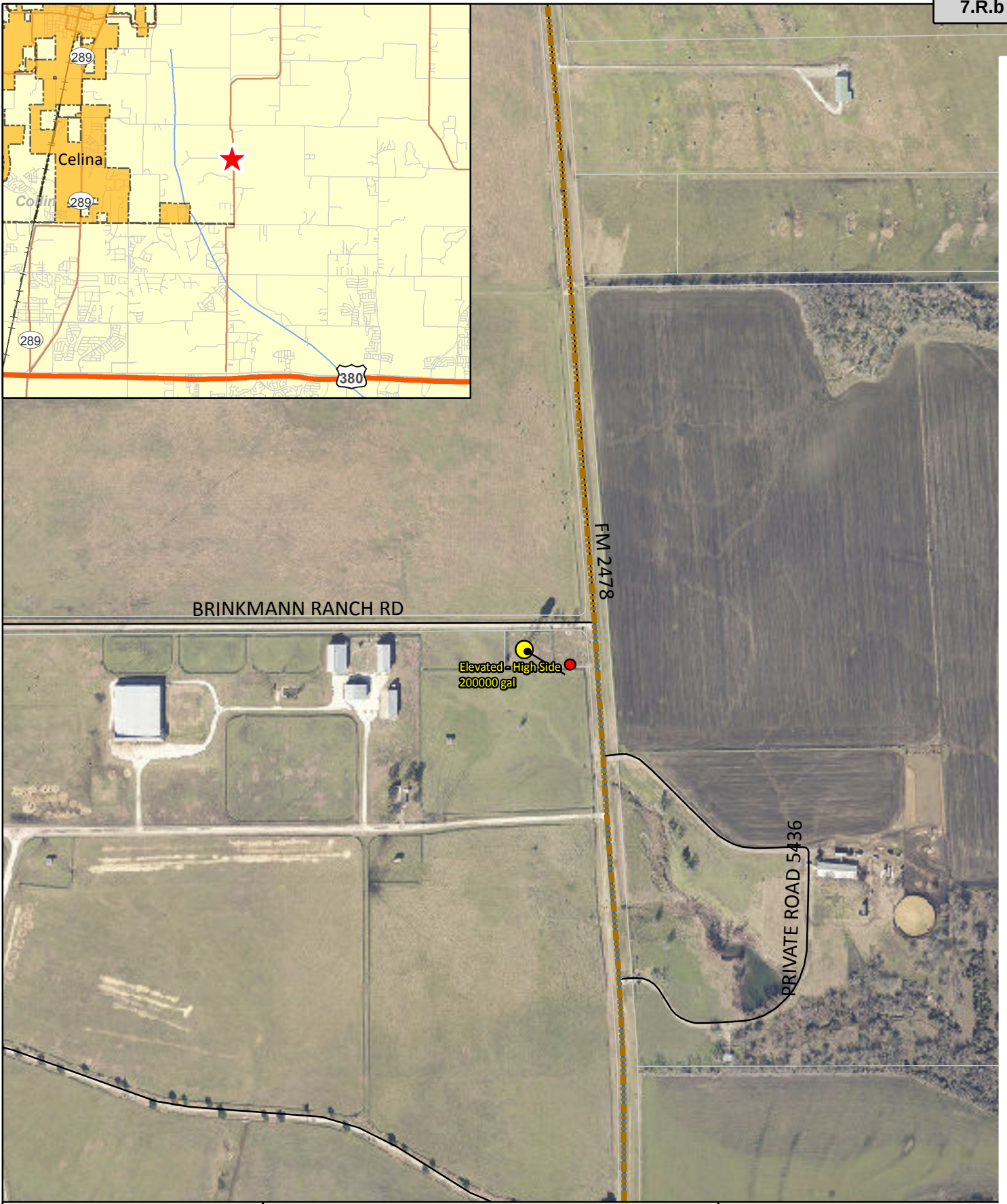
THENCE S 03° 35' 10" E 148.01 feet along the said present West line of F. M. Highway 2478 to a 5/8-inch rod set for corner;

THENCE N 89° 50' 58" N 299.76 feet parallel to the North line of said 58.401 acre tract to a 5/8 inch iron rod set for corner;

THENCE 0° 09' 02" E 147.70 feet to a 5/8-inch iron rod set for corner, point being 50 feet perpendicular distance from the North line of said 58.401 acre tract;

THENCE S 89° 50' 58" E 290.11 feet parallel to and 50 feet perpendicular distance from the North line of said 58.401 acre tract to the point of beginning and containing 1.0000 acres (43,560.23 square feet) of land.

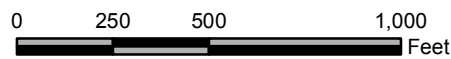
Attachment: Special Warranty Deed as to Title Only - City to Celina (Danville Water Tower) (Danville Water Tower Site Purchase)



Attachment: Danville EST Site (Danville Water Tower Site Purchase)



DANVILLE WATER TOWER SITE CITY OF MCKINNEY



- | | |
|--------------------------|----------------------|
| Mutual Boundaries | Storage Tanks |
| City | Celina - Water Lines |
| McKinney | Roads |
| Prosper | Railroads |
| Weston | Parcels |
| Pumps | Celina City Limits |

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS FINDING THAT A PUBLIC NECESSITY EXISTS TO ACQUIRE A REAL PROPERTY, 1.0000 ACRES OF LAND, MORE OR LESS, SITUATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NUMBER 945, AND BEING PART OF THAT CERTAIN 58.401 ACRE TRACT DESCRIBED IN DEED FROM TOM WATKINS, ET US, TO ROBERT S. FOLSOM, DATED APRIL 11, 1984, AND RECORDED IN VOLUME 1872, PAGE 844, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND PART OF THAT CERTAIN 0.4997 ACRE TRACT DESCRIBED IN DEED FROM DANVILLE WATER SUPPLY CORPORATION TO ROBERT S. FOLSOM AND RECORDED IN THE SAID COLLIN COUNTY DEED RECORDS, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO -EXECUTE ALL DOCUMENTS NECESSARY TO EFFICIENTE THE TRANSFER OF OWNERSHIP TO THE CITY; APPROPRIATING FUNDS FROM A LAWFUL SOURCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina ("City Council") has investigated and determined that, there is a public necessity for the acquisition of a tract of land situated in the Coleman Watson Survey, Abstract No. 945, and being part of that certain 58.401 acre tract described in deed from Tom Watkins, Et US, to Robert S. Folsom, dated April 11, 1984 and part of that certain 0.4997 acre tract described in deed from Danville Water Supply Corporation to Robert S. Folsom as recorded in the Real Property records of Collin County and being more particularly described by metes and bounds in Exhibit "A"; and

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

WHEREAS, the City Manager, is hereby authorized, to acquire the parcel of land for public use.

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

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

SECTION 2: The City Council hereby officially determines that there is a public use and necessity for and the public welfare and convenience will be served by, the acquisition, of the parcel of land, and it is the City's intent to acquire the parcel of land for public use, as more

specifically described in and depicted on Exhibits “A” , attached hereto, specifically for public uses.

SECTION 3: The City Manager, or his designee, is hereby authorized to execute all documents necessary to acquire the parcel of land, on behalf of the City, by purchase. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager or designee which were necessary for the acquisition of the parcel of land.

SECTION 4: It is intent of the City Council that this Resolution authorizes the purchase the parcel of land, more specifically described in and depicted on Exhibits “A”. If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Manager or his designee is authorized to have such errors corrected or revisions made without the necessity of obtaining new City Council resolution authorizing the purchase of the corrected or revised property.

SECTION 5: The amount to be paid, if any, for purchasing the parcel of land, will be appropriated from any lawful source.

SECTION 6: Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that is would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7: This Resolution shall take effect immediately upon its passage and execution in accordance with the provisions of the Charter of the City of Celina.

PASSED AND APPROVED this the 13th day of October 2020 at a regular meeting of the City Council of the City of Celina in which a quorum was present.

CITY OF CELINA

BY: _____
Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

EXHIBIT A
Property Description

Attachment: Resolution for Property Acquisition - Danville Tower (Danville Water Tower Site Purchase)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Executive Director of Public Services
CC: Scott Harper, Engineer
Date: October 13, 2020
Re: Public Works Treeline Property Sale

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas, pertaining to the sale of a certain 0.055 acre to Chris Rutland et al. (Brawner)

Background Information: The property adjacent to the Public Works administration building is separated by a row of trees. This strip of property is owned by the City of Celina. The future homeowners want to preserve the trees and protect the natural screen by purchasing the said property from the City of Celina.

Board Review/Citizen Input:

N/A

Alternatives:

Do not sell.

Financial Considerations:

N/A

Legal Review:

City Attorney will review.

Supporting Documents:

Special Warranty Deed

Staff Recommendation:

Approval

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS APPROVING THE SALE OF CITY PROPERTY, PARTICULARLY A PORTION OF A TRACT OF LAND GENERALLY DESCRIBED AS BEING LOCATED IN THE W.W. SHAWVER SURVEY ABSTRACT NUMBER A0810, COLLIN COUNTY, TEXAS, SUCH PROPERTIES ARE GENERALLY LOCATED APPROXIMATELY 0.95 MILES EAST OF PRESTON ROAD (SH 289), ON THE SOUTH SIDES OF CR 106, APPROXIMATELY 0.07 MILES SOUTH OF KALLEE COVE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS TO CONDUCT THE SALE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (“**City**”), by authority of Chapters 253 and 272 of the Texas Local Government Code and by virtue of the City Charter as a home-rule municipality, is authorized to sell real property that because of its shape or small area cannot be used independently under its current zoning; and

WHEREAS, the City Council of the City of Celina (“**City Council**”) has investigated and determined that the sale of a tract of land located in the following survey is necessary for an abutting property owner to preserve that owner’s tree line:

- Boundary Survey 0.055 Acres W. W. Shawver Survey, Abstract A0810

as recorded in the Real Property records of Collin County, generally located in the following location:

- east of Preston Road (SH 289),
- on the south side of County Road 106,
- south of Kallee Cove

more specifically identified in Exhibit “A” attached hereto and incorporated herein for all purposes (“**Property**”) and it is the City’s intent to sell the tract of land; and

WHEREAS, the City Council has investigated and determined that the sale of said Property is necessary for private use to preserve a tree line; and

WHEREAS, an appraisal was conducted to determine the fair market value of the Property; and

WHEREAS, the City Council believes it in the best interest of the abutting Property owner and the citizens of Celina to conduct the sale.

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

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

SECTION 2: The City Manager, or his designee, is hereby authorized to execute all documents necessary for the sale of the Property, on behalf of the City. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the sale of the Property.

SECTION 3: It is the intent of the City Council that this Resolution authorizes the sale of the Property, more specifically described and depicted in Exhibit "A". If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the Legal Counsel or her designee is authorized to have such errors corrected or revisions made without the necessity of obtaining a new City Council resolution authorizing the sale of the Property.

SECTION 4: Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: This Resolution shall take effect immediately upon its passage and execution.

PASSED AND APPROVED this the 13th day of October 2020 at a regular meeting of the City Council of the City of Celina in which a quorum was present.

CITY OF CELINA

BY: _____
Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: Resolution Authorizing Sale of 0.055 Acres on CR106 MFM 10-5-2020 (Public Works TreeLine Property Sale)

EXHIBIT A
Legal Description of Property

Attachment: Resolution Authorizing Sale of 0.055 Acres on CR106 MFM 10-5-2020 (Public Works Treeline Property Sale)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF COLLIN §

THIS SPECIAL WARRANTY DEED ("**Deed**") is made as of the ____ day of OCTOBER, 2020, by the CITY OF CELINA (hereinafter referred to as "**Grantor**"), and CHRIS WYATT RUTLAND AND ROBIN JILL RUTLAND (hereinafter referred to as "**Grantee**").

The warranty contained herein is subject to: (a) any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record; (b) any portion of the subject property which lies within the bounds of a public or private road; (c) all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the public records; and (d) any matter including, but not limited to, easements, roadways, and/or building setback lines as shown on the recorded plat(s) of the addition of record in the Deed Records, Collin County, Texas.

IN CONSIDERATION of the obligations provided for in the Purchase and Sale Agreement and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has sold, conveyed, and granted and does hereby sell, convey, and grant unto Grantee, its successors and assigns that certain property lying and being situated in Collin County, Texas, and described in **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements thereon and all right, title and interest of Grantor in any oil, gas, and other minerals in, on and under and that may be produced from the land, as well as all development rights, land use entitlements, including without limitation, air rights, water, water rights, wastewater, and other utility commitments, allocations, and permits, and related rights appurtenant to the land, if any, and all of Grantor's right, title and interest subject to the Permitted Exceptions, as of the date hereof in and to (a) all privileges, rights, easements and appurtenances belonging to such land; and (b) all streets, alleys, passages and other rights-of-way or appurtenances (*collectively*, the "**Property**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's heirs, successors, executors and assigns, to

warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this deed to the Grantee.

EXECUTED this ____ day of OCTOBER, 2020.

EFFECTIVE as of the execution date hereof.

GRANTOR:

CITY OF CELINA

By: _____
Name: JASON LAUMER
Title: City Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of OCTOBER, 2020
by _____, for the CITY OF CELINA.

Notary Public for the State of Texas

My Commission Expires: _____

Attachment: Special Warranty Deed - 0.055 Acres on CR106 MFM 10-5-2020 (Public Works Treeline Property Sale)

ACCEPTANCE BY GRANTEE:

CHRIS WYATT RUTLAND AND ROBIN
JILL RUTLAND

By: _____
Name: CHRIS RUTLAND

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of OCTOBER, 2020 by
_____.

Notary Public for the State of Texas

My Commission Expires:_____

After Recording Return To:

CITY OF CELINA

Attachment: Special Warranty Deed - 0.055 Acres on CR106 MFM 10-5-2020 (Public Works Treeline Property Sale)

Exhibit A

Property Description

Attachment: Special Warranty Deed - 0.055 Acres on CR106 MFM 10-5-2020 (Public Works Treeline Property Sale)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Aimee Ferguson, Budget Manager
CC: Andy Glasgow, Director of Engineering
Date: October 13, 2020
Re: Fire Station 3, Project F14

Action Requested:

Consider and act to authorize an agreement for engineering services for Fire Station 3 design with VAI Architects for an amount not to exceed \$724,913.00 (Berry)

Background Information:

This agreement is for the design and construction services for Fire Station 3, a building of approximately 12,000-14,000 square feet. The design will meet all current development guidelines and include three bays and will hold an engine, two medics and the appropriate personnel.

Alternatives:

Council may reject the agreement and direct staff.

Financial Considerations:

Funding is available and will be tracked in project F14. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:

Standard Contract Documents are used and have been previously reviewed.

Supporting Documents:

Agreement & Scope of Work.

Staff Recommendation:

Authorize Agreement

City of Celina, Texas
Standard Professional Services Agreement

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (Owner) and **VAI Architects** (Consultant) for **Fire Station 3 Design**, (Project). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract is between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party.

1.2 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Scope of Service, Time Line, all Change Orders or Amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

- 2.1 The City desires to have the Consultant develop the **Design of Fire Station 3** and provide necessary services to develop the same ("PROJECT"); and
- 2.2 The Consultant has the knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Fees, which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that the City requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in accordance with the terms of this Agreement, for the services mutually

agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services and fees.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City in a total amount not to exceed **seven hundred twenty-four thousand nine hundred thirteen dollars (\$724,913.00)** which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.

5.2 Work will be performed at the rates set forth in Exhibit A – Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit A to this Agreement, by which times defined services are to be completed.

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

- 7.1** THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.
- 7.02** NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.
- 7.03** CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.
- 7.04** CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by

City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.
- (b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or 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 Collin County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina

VAI ARCHITECTS

Purchasing
100 W. Eldorado Pkwy.
Celina, TX 75068
469-813-4194
Contracts@celina-tx.gov

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

10.10 Prohibition of Contracts with Certain Companies

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

10.11 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit, the RFQ, or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
- (c) If a conflict exists between the Response and the RFQ, the RFQ shall control.

10.12 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.13 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.14 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.

CITY OF CELINA

CONSULTANT

Jason Laumer, City Manager

Printed Name

Council Approved: October 13, 2020

Date Countersigned: _____

Exhibit A: Scope of Work & Fees



July 28, 2020

sent via email:kbrowner@celina-tx.gov

Ms. Kimberly Brawner, P.E., PTOE, CFM
Executive Director of Public Services
142 N. Ohio St.
Celina, Texas 75009

RE: PRICING PROPOSAL FOR PROFESSIONAL DESIGN SERVICES
Celina Fire Station #3, Celina, Texas

Dear Ms. Brawner:

The office of VAI Architects Incorporated (VAI) is pleased to present to the City of Celina (Client) the following proposal for professional design services for design of a new City of Celina Fire Station No. 3.

I. PROJECT DEFINITION AND BUDGET

We understand the new Fire Station facility consists of approximately 12,000-14,000 gross square feet of building. The final new facility design shall satisfy the Client and Celina Fire Department program requirements and development guidelines for an anticipated maximum personnel load of 4 Engine personnel and 2 Medics. The station will have three drive-through bays of 16' width – 16' height – 80' long. This station will be a prototype for future satellite stations in the City of Celina. We understand that the project will be delivered in a CMAR format and cost estimating will be provided by the contractor through their Preconstruction services.

For the purpose of this proposal we are estimating the actual construction cost limit (CCL) of \$7,000,000. (14,000 sf x \$500 / SF, See attachment A)

II. SCOPE OF SERVICES

The office of VAI proposes to provide the following professional architectural design services.

A. Professional Design Services

The following Services will be provided:

Ms. Kimberly Brawner
Fire Station #3
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Architecture, Civil Engineering, Structural Engineering, Mechanical, Electrical, Plumbing (MEP) with IT coordination, Fire and Life Safety analysis, Landscape and Irrigation,

These services will be executed according to the following project phases.

Phase IA– Programming Verification

Upon receipt of fully executed contracts and the formal Authorization to Proceed, VAI will begin the programming / conceptual design phase. The purpose of this phase is to establish, validate and finalize the program and parameters of the Project as defined with the Client, research existing similar facilities to understand operational and functional needs/requirements of the Owner, and research and define site restrictions and land use issues. At completion of this phase, the design team will issue a written evaluation of the program and budget and prepare any recommended modifications for Owner Review.

Phase IB– Conceptual & Schematic Design (SD)Phase

Running concurrently with Phase IA of the Project, VAI will begin the Schematic Design Phase. Schematic Design Documents including drawings and other documents that will illustrate the scale and relationship of the Project Components. VAI will present optional conceptual plans, integrating site planning, which VAI would submit to Client and City Council. This process will result in a final selected solution that will be developed into the final schematic design, which will result in a final presentation boards and a description of the Project along with a Probable Cost Statement and a Project Schedule. The schedule shall include civil work/infrastructure; building construction; site work; and so forth. Conceptual schemes will be developed to a level adequate to allow Owner selection of one of the concept schemes. Once the final scheme is selected it will be developed through the remainder of the Schematic Design Phase.

We anticipate the following deliverables would be developed during the course of this phase of the work:

Program Validation and Concept Study Deliverables (50% SD):

1. Comprehensive Project Schedule
2. Site Evaluation Report
3. Program Spreadsheet
4. Up to three (3) Conceptual Floor Plan Schemes for new fire station
5. New Station Conceptual Elevations for submission to City Council
6. Conceptual Building Sections for new fire station
7. Furniture/Equipment layouts for each scheme

Final SD Deliverables (100% SD):

1. Schematic Site Plans
2. Schematic Floor Plans
3. Schematic Exterior Elevations of major facades of fire station
4. Overall Building Sections as necessary to convey design intent of fire station
5. Perspectives views to convey design intent

6. MEP and Structural Narratives w/ Conceptual Layout of primary systems
7. Preliminary Landscape Concept
8. Updated Program Spreadsheet
9. Initial Code Analysis & Design Review Meeting with City of Celina
10. Section of exterior and interior materials and finishes including presentation boards
11. Initial Opinion of Probable Cost
12. Detailed Project Schedule

Meetings, Presentations, and Travel:

During Phase IA and IB, we have anticipated bi-weekly coordination meetings with the Owner. This also includes a presentation to the City Council. Bi-weekly meetings may be conducted via internet based collaborative meeting formats instead of face to face meetings when agreed to by Client.

There will be a Final SD submission – Electronic files (PDF) – presented for Owner review upon completion of this phase.

Phase II - Design Development (DD) Phase

Based upon the approved Schematic Design (Phase IB) within the established construction budget, VAI Architects would then prepare for City approval, Design character of the project with regard to architectural appearance, along with structural, mechanical, and electrical systems and finishes. These basic drawings would incorporate the City Development code, and detail any specifics with regard to ADA / TAS compliance, elevators (if provided), etc. VAI would also initiate conversations about estimated cost changes (if required), including finish selections for building components (brick versus stone, etc.). This phase will consist of refinement to the approved Schematic Design, further defining the size, character, shape, profiles, material, colors, overall dimensions, interior finishes and amenities as to architectural, structural, mechanical and electrical systems. Typical exterior details will also be developed.

VAI will work closely with the Client and provide the necessary documentation for City approval. We will coordinate with the leadership from each City Department to review the site plan, utility infrastructure and layout, landscape and irrigation, building elevations, tree survey and mitigation plan (where applicable), exterior lighting, the overall layout of building/amenities, exterior façade, general flow of traffic to and from the property, etc. VAI will attend up to three (3) City review meetings addressing in writing review comments from each review.

Deliverables:

1. DD Level Civil documents
2. Floor Plan(s)
3. Reflected Ceiling Plans
4. Building Elevations of major facades
5. Building and Wall Sections as necessary to convey complex spatial features
6. Building Exterior and Interior Finish Selections, including materials board
7. Outline Specifications including building systems
8. DD Level Structural, MEP and Fire Protection System drawings
9. Landscape and Irrigation Design Development

10. Develop approved furniture plan layout
11. Geotechnical Report
12. DD Level Opinion of Probable Cost, including anticipated FF&E

Meetings, Presentations, and Travel:

During this stage of the work, we have anticipated bi-weekly coordination meetings and an end of phase presentation to update Client on the progress of the design, including three (3) separate City review meetings noted above. Bi-weekly meetings may be conducted via internet based collaborative meeting formats instead of face to face meetings when agreed to by Client.

Phase III - Construction Documents Phase

Based on the approved Design Development documents within the established construction budget, VAI will proceed with the Construction Document phase. VAI scope of work during this phase would be to prepare the final Construction Documents and coordinate the work of the consultants for City approval, consisting of drawings, specifications, and details necessary to construct the project.

VAI will provide electronic (PDF) review sets, inclusive of specifications manual, at the 50%, 95% Final CD completion for comment. Owner comments received within ten (10) business days will be incorporated within the Final Construction Documents for bidding purposes. VAI will prepare the Conditions for Contract form of Agreement between the City and Contractor along with other components of bidding requirements to be attached with the City front end documents and that meet applicable required codes.

Deliverables:

1. Final Civil Engineering Documents, inclusive of Erosion Control Plan documentation for contractor SWPPP permit.
2. Final Landscape and Irrigation Documents, inclusive of annual maintenance schedule
3. Final Floor Plan(s) and development of Enlarged Plans of critical areas
4. Final Exterior Elevations
5. Production of Final Building Sections, if necessary to convey complex spatial features
6. Production of Final Wall Sections
7. Building Details
8. Final interior and exterior materials selections
9. Final Structural and MEP documents, inclusive of Fire Protection and IT infrastructure drawings.
10. Complete Specifications for all Architectural and Building Systems, inclusive of complete front-end specifications provided by Owner
11. Preparing the Building Permit Set and coordination of submission to authorities having jurisdiction
12. Final FF+E documents for living quarters and apparatus bays
13. Final Opinion of Probable Cost, including FF+E
14. Final review of Project Schedule

Meetings, Presentations, and Travel:

We have anticipated bi-weekly coordination meetings for the course of the construction document phase. Bi-weekly meetings may be conducted via internet based collaborative meeting formats instead of face to face meetings when agreed to by Client.

Phase IV –Bidding and Negotiation Phase

Upon approval and notification from the Client to issue the Construction Documents for Competitive Sealed Proposals, VAI will proceed into the Bidding and Negotiation Phase. VAI scope of work during this phase would include the following services:

1. Issue the Construction Set for TAS Review.
2. Submit a complete bid set to City for permit review (four original sets) and assist in securing permits.
3. Provide complete set of bid documents to Purchasing Department to upload on City web site.
4. Assist the Client in proposal form preparation.
5. Assist the Client in preparing a list of proposers.
6. Attendance at a pre-bid conference.
7. Assist in evaluation and tabulation of received proposals, including alternates.
8. Issuance of Addenda to address bidding phase questions.
9. Assist in preparation of documents identifying 'best value' proposer.
10. Submit four (4) original bid packages to Client and upload documents to web site for distribution

Phase V – Construction and Contract Administration Phase

Based on the approval of the Celina City Council to award the construction contract and delivery of the Notice-to-Proceed, VAI Architects will proceed with the Construction and Contract Administration phase of the project. During the construction phase of the project, VAI will provide services outlined within the AIA General Conditions of the Construction Contract (A201, Current Edition) inclusive of the following services:

1. Review and approval of the contractors' submittals. Maintaining one set of project job files including submittals and samples.
2. Site visits appropriate to the stage of construction to observe that the work proceeds in accordance with the design intent of the construction documents and for visual observation of the work in progress to review the general quality of the architectural work and notify the Owner and Contractor of any unacceptable work.
3. Issuance of clarification drawings and other supplemental materials and interpretations to support the contractor during the construction phase.
4. Preparation of Change Orders and/or Construction Design Directives (Supplemental Drawings to original design not a change in scope) as required for modification to Contract Sum or Time.
5. Review and certify contractor payment applications.
6. Provide a walkthrough upon notice of substantial completion to prepare a punch list, with a follow-up walkthrough to confirm items on punch list have been addressed
7. Coordinate RAS inspection for TAS.
8. Review of project record closeout documents prepared by the Contractor for completeness.
9. Schedule a One-year walk-through ten (10) months following Substantial Completion and provide technical support through the 1 year maintenance bond period.

Ms. Kimberly Brawner
Fire Station #3
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Meetings, Presentations, and Travel:

During the construction phase, we will attend weekly Owner/Architect/Contractor meetings.

B. Additional Services

The items listed below are included in the services covered under this proposal. Refer to Exhibit A for detailed scope.

1. Surveying Services
2. Civil Engineering Services
3. Surveying Special Services
4. Planning Special Services
5. Engineering Special Services
6. Geotechnical Engineering Services

The items listed below are not included in the services covered under this proposal; however, VAI Architects would be pleased to submit a proposal for these items as an Additional Service upon your request.

1. Professionally built architectural models and renderings
2. Special drawings or reports for approvals by statutory agencies
3. Out-Of-Phase revisions to previously approved work
4. Revisions to the Project Description, Scope of Services or Schedule
5. Additional meetings or presentations beyond those identified in contract
6. Permit agency appeals or variance hearings
7. Design of scaffolding construction equipment structures and/or fencing
8. Design of communications systems beyond coordinating j-box locations
9. Design of security systems beyond coordinating j-box locations
10. Design of audio/video systems beyond coordinating j-box locations
11. Specialty lighting design or acoustical design
12. Commercial food Service or vending systems design beyond gas cook top/hood
13. Environmental assessment reports
14. Value Engineering Studies beyond those necessary for budget compliance.
15. Detention Ponds

C. Design Team

With prior written approval from Owner, VAI will have the right to replace current consultants or utilize other design consultants as will best serve the project during the design phase.

Architectural / Programming / Interiors / FF&E Coordination / Overall Project Management

VAI Architects

Structural Engineer / MEP / Landscape

Halff Associates, Inc.

Civil / Survey

Ms. Kimberly Brawner
Fire Station #3
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Pacheco Koch Engineers

Geotechnical Services

Terracon

D. Milestones and Format for Deliverables

Milestones for submittals of drawings and technical specifications are as follows: one (1) at schematic design (no technical specification at SD); one (1) at design development; and three (3) at construction documents (50, 95%, Final). Deliverables for the design documents at each milestone will be electronic (PDF) submittal for Client review / use.

III. PROJECT SCHEDULE

Upon execution of the contract and notice to precede VAI will prepare a detailed project schedule for the entire project inclusive of all owner review periods, proposed milestones, and phasing of temporary housing and demolition of existing fire station using Microsoft Project. A list of critical dates will be developed from this schedule and updated as the project progresses. Our initial estimate of the schedule is Nine (9) months for the design phase and twelve (12) months for construction for a total of (23) twenty three months. Our initial estimated schedule is as follows:

Phase	Duration
IA. Programming / Facility Site Visits	1 month
IB. Conceptual & Schematic Design	2 month
II. Design Development	3 months
III. Construction Documents	3 months
IV. Bidding / Negotiation / Contract Execution	2 months
V. Construction and Contract Administration	12 months
Total Project	23 months

IV. BASIS OF COMPENSATION

A. Professional Services

The proposed professional fee for the design services for the scope of Professional Design Services described above is calculated on a lump sum basis as follows:

Professional Design Services
\$630,000.00 Plus Reimbursable Expenses (reference C below)
(six hundred and thirty thousand and 00/100 dollars)

B. Fee Breakdown Per Phase

The current lump sum fee breakdown per phase shall be as follows:

20%	Programming/ Concept/ Schematic Design	\$126,000.00
20%	Design Development	\$126,000.00

vai architects incorporated

15301 spectrum drive • suite 450 • addison, texas • 75001 • (972) 934-8888

35%	Construction Documents	\$220,500.00
3%	Bidding	\$18,900.00
22%	Contract Administration	\$138,600.00
Total		\$630,000.00

C. Project Expenses

We have provided a Not-to-Exceed **allowance \$20,000 for Project expenses**. Project expenses are excluded from the fee and will be billed at 1.1 times actual cost. These expenses include reproduction of documents for design reviews and submittals; mailings, couriers or special overnight deliveries; special presentation media; long distance telephone; fees paid for securing approvals from Authorities having jurisdiction over the project including, TAS registration and inspection fees, permit fees and project related travel outside the Metroplex area

E. Additional Services

1. Surveying Services	
a. Replat	\$6,600.00
Total	\$6,600.00
2. Engineering Services	
a. Schematic Design Documents	\$17,875.00
b. Design Development Docs	\$25,300.00
c. Construction Documents	\$15,250.00
Total	\$59,950.00
3. Bid/Construction Phase Services	
a. Bid Phase Assistance	\$3,850.00
b. Construction Services	\$5,500.00
Total	\$9,350.00
4. Surveying Special Services	
a. Geodetic Control Monument	\$2,613.00
b. Easement Documents	\$2,750.00 x 2
Total	\$8,113.00
5. Planning Special Services	
a. Conceptual Civil Plans	\$4,400.00
6. Geotechnical Survey	\$6,500.00
Total Additional Services	\$94,913.00

Fees associated with the services additional to the Professional Services described above will be presented to the Client in writing for authorization prior to executing any work.

Ms. Kimberly Brawner
Fire Station #3
Page 9 of 10

For additional services not included in this proposal, the billable hourly rates per Exhibit C will apply or can be negotiated as a Lump Sum.

Payment by the Client shall be made to VAI within thirty (30) days of monthly invoicing, based on percentages of completion of each stage of services.

V. Special Provisions

Please note that our office has made the following assumptions with respect to this proposal:

- A. Client will provide a single point of contact for this project. VAI will rely on the single point of contact for day-to-day communication, except when it is necessary to be involved in design review meetings with the City of Celina, Celina Fire Department, and various other meetings described in this proposal.
- B. Construction contractor shall provide adequate copies of shop drawing submittals for review by VAI. Printing for additional sets of contractor shop drawing submittals for distribution is not included. Digital processing of shop drawings is preferred by our team.
- C. Digital drawings will be prepared using Revit. As-built drawings in AutoCAD will be provided to the City. Other project documentation, including technical specifications, will be prepared utilizing Microsoft Word.
- D. Terminal boxes and conduit to ceilings and alarm system wiring is included.
- E. No USGBC LEED or other sustainability program related design, management or registration is included.
- F. Coordination with Client's contracted Commissioning Agent is included.
- G. FF&E will be selected through suppliers associated with TXMAS, BuyBoard, or like contracts/processes as required by the Client.
- H. VAI reserves the right to discuss professional services fee adjustments the construction phase extends beyond Fourteen (14) months from the twelve (12) months indicated in the schedule above through no fault of VAI.

Attachment: Exhibit A - Fire Station 3 (Fire Station 3 Design F14)

Ms. Kimberly Brawner
Fire Station #3
Page 10 of 10

We look forward to working with you and all your team members on this very important project. Please do not hesitate in contacting me should you have any questions or if additional information is required.

Sincerely,



Barton Drake, A.I.A., NCARB
Principal/Architect

Copy: Russell Himes, Mark Mortimer

Attachment: Exhibit A - Fire Station 3 (Fire Station 3 Design F14)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Kim Brawner, Executive Director of Public Services
 Date: October 13, 2020
 Re: Janitorial Services

Action Requested:

Consider and act to award bid 2020-0041 for janitorial services to AHI Facility Services, Inc., at the unit prices listed. (Berry)

Background Information:

On September 22, 2020, the City received responses to bid 2020-0041 for janitorial services for City buildings. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which fifty vendors were notified. Five responses were received.

The contract period is for one year with the option to renew the agreement for four additional one-year periods. Pricing is set for the five years and shown on the tab sheet.

Alternatives:

Council may reject the change order and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Supporting Documents:

Tab Sheet
Agreement

Staff Recommendation:

Award Bid 2020-0041

2020-0041 Janitorial Services				AHI Facility Services, Inc.		All Janitorial Professional Services, Inc		Unicare Building Maintenance, Inc		MaxPro Enterprise Llc		D&A Building Services		7.U.a
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	
1	JANITORIAL SERVICE FOR FISCAL YEAR 2021 (NOV 1, 2020 TO SEPT 30, 2021)													
1.1	CITY HALL 8500 SF	11	MO	278.80	3,066.80	1,000.00	11,000.00	1,147.57	12,623.27	1,400.00	15,400.00	671.60	7,387.60	
1.2	ANNEX BUILDING, 10800 SF	11	MO	354.24	3,896.64	1,400.00	15,400.00	1,445.20	15,897.20	1,820.00	20,020.00	1,007.40	11,081.40	
1.3	EDC, 3845 SF	11	MO	126.12	1,387.32	400.00	4,400.00	545.19	5,997.09	650.00	7,150.00	251.85	2,770.35	
1.4	POLICE STATION, 3765 SF	11	MO	123.50	1,358.50	1,200.00	13,200.00	534.84	5,883.24	640.00	7,040.00	251.85	2,770.35	
1.5	PUBLIC WORKS, 5115 SF	11	MO	167.77	1,845.47	470.00	5,170.00	709.54	7,804.94	870.00	9,570.00	503.70	5,540.70	
1.6	SENIOR CENTER, 1750 SF	11	MO	57.40	631.40	400.00	4,400.00	274.09	3,014.99	290.00	3,190.00	167.90	1,846.90	
1.7	MODULAR BUILDING, 5900 SF	11	MO	193.52	2,128.72	480.00	5,280.00	811.12	8,922.32	1,005.00	11,055.00	503.70	5,540.70	
					14,314.85		58,850.00		60,143.05		73,425.00		36,938.00	
6	ALTERNATE ITEMS													
6.1	DAY PORTER SERVICE -WEDNESDAY	52	Days	130.00	6,760.00	120.00	6,240.00	506.02	506.02	160.00	8,320.00	221.00	11,492.00	
	Total for once per week cleaning and Wednesday dayporter.				21,074.85		65,090.00		60,649.07		81,745.00		48,430.00	
	DAY PORTER SERVICE - MONDAY	52	Days		6,760.00		6,240.00							
	DAY PORTER SERVICE - TUESDAY	52	Days		6,760.00		6,240.00				8,320.00		11,492.00	
	DAY PORTER SERVICE - THURSDAY	52	Days		6,760.00		6,240.00	Vendor Requested to withdrawl bid			8,320.00		11,492.00	
											8,320.00		11,492.00	
					41,354.85		83,810.00				106,705.00		82,906.00	
								Vendor Requested to withdrawl bid						
2	JANITORIAL SERVICE FOR FISCAL YEAR 2022(OCT 1, 2021 TO SEPT 30, 2022)													
2.1	CITY HALL 8500 SF	12	MO	278.80	3,345.60	1,030.00	12,360.00	1,170.52	14,046.24	1,530.00	18,360.00	671.60	8,059.20	
2.2	ANNEX BUILDING, 10800 SF	12	MO	354.24	4,250.88	1,442.00	17,304.00	1,474.10	17,689.20	1,944.00	23,328.00	1,007.40	12,088.80	
2.3	EDC, 3845 SF	12	MO	126.12	1,513.44	412.00	4,944.00	556.10	6,673.20	692.00	8,304.00	251.85	3,022.20	
2.4	POLICE STATION, 3765 SF	12	MO	123.50	1,482.00	1,236.00	14,832.00	545.54	6,546.48	677.00	8,124.00	25,185.00	302,220.00	
2.5	PUBLIC WORKS, 5115 SF	12	MO	167.77	2,013.24	484.10	5,809.20	723.73	8,684.76	920.00	11,040.00	503.70	6,044.40	
2.6	SENIOR CENTER, 1750 SF	12	MO	57.40	688.80	412.00	4,944.00	279.58	3,354.96	315.00	3,780.00	167.90	2,014.80	
2.7	MODULAR BUILDING, 5900 SF	12	MO	193.52	2,322.24	494.40	5,932.80	827.34	9,928.08	1,062.00	12,744.00	503.70	6,044.40	
					15,616.20		66,126.00		66,922.92		85,680.00		339,493.80	
3	JANITORIAL SERVICE FOR FISCAL YEAR 2023(OCT 1, 2022 TO SEPT 30, 2023)													
3.1	CITY HALL 8500 SF	12	MO	278.80	3,345.60	1,050.00	12,600.00	1,193.93	14,327.16	1,530.00	18,360.00	691.75	8,301.00	
3.2	ANNEX BUILDING, 10800 SF	12	MO	354.24	4,250.88	1,470.00	17,640.00	1,503.59	18,043.08	1,944.00	23,328.00	1,037.63	12,451.56	
3.3	EDC, 3845 SF	12	MO	126.12	1,513.44	420.00	5,040.00	567.22	6,806.64	692.00	8,304.00	259.40	3,112.80	
3.4	POLICE STATION, 3765 SF	12	MO	123.50	1,482.00	1,260.00	15,120.00	556.45	6,677.40	677.00	8,124.00	259.40	3,112.80	
3.5	PUBLIC WORKS, 5115 SF	12	MO	167.77	2,013.24	493.50	5,922.00	738.20	8,858.40	920.00	11,040.00	518.81	6,225.72	
3.6	SENIOR CENTER, 1750 SF	12	MO	57.40	688.80	420.00	5,040.00	285.16	3,421.92	315.00	3,780.00	172.94	2,075.28	
3.7	MODULAR BUILDING, 5900 SF	12	MO	193.52	2,322.24	504.00	6,048.00	843.89	10,126.68	1,062.00	12,744.00	518.81	6,225.72	
					15,616.20		67,410.00		68,261.28		85,680.00		41,504.88	

Attachment: Bid Tab - Janitorial by Line (Janitorial Services 2020-0041)

4	JANITORIAL SERVICE FOR FISCAL YEAR 2024(OCT 1, 2023 TO SEPT 30, 2024)													7.U.a
4.1	CITY HALL 8500 SF	12	MO	293.25	3,519.00	1,070.00	12,840.00	1,217.81	14,613.72	1,615.00	19,380.00	691.75	8,301.00	torial Services 2020-0041)
4.2	ANNEX BUILDING, 10800 SF	12	MO	372.60	4,471.20	1,498.00	17,976.00	1,533.66	18,403.92	2,052.00	24,624.00	1,037.63	12,451.56	
4.3	EDC, 3845 SF	12	MO	132.65	1,591.80	428.00	5,136.00	578.57	6,942.84	730.00	8,760.00	259.40	3,112.80	
4.4	POLICE STATION, 3765 SF	12	MO	129.89	1,558.68	1,284.00	15,408.00	567.58	6,810.96	715.00	8,580.00	259.40	3,112.80	
4.5	PUBLIC WORKS, 5115 SF	12	MO	176.47	2,117.64	502.90	6,034.80	752.97	9,035.64	971.00	11,652.00	518.81	6,225.72	
4.6	SENIOR CENTER, 1750 SF	12	MO	60.38	724.56	428.00	5,136.00	290.87	3,490.44	332.00	3,984.00	172.94	2,075.28	
4.7	MODULAR BUILDING, 5900 SF	12	MO	203.55	2,442.60	513.60	6,163.20	860.77	10,329.24	1,120.00	13,440.00	518.81	6,225.72	
					16,425.48		68,694.00		69,626.76		90,420.00		41,504.88	
5	JANITORIAL SERVICE FOR FISCAL YEAR 2025(OCT 1, 2024 TO SEPT 30, 2025)													
5.1	CITY HALL 8500 SF	12	MO	293.25	3,519.00	1,100.00	13,200.00	1,242.17	14,906.04	1,615.00	19,380.00	712.50	8,550.00	
5.2	ANNEX BUILDING, 10800 SF	12	MO	372.60	4,471.20	1,540.00	18,480.00	1,564.33	18,771.96	2,052.00	24,624.00	1,068.76	12,825.12	
5.3	EDC, 3845 SF	12	MO	132.65	1,591.80	440.00	5,280.00	590.14	7,081.68	730.00	8,760.00	267.19	3,206.28	
5.4	POLICE STATION, 3765 SF	12	MO	129.89	1,558.68	1,320.00	15,840.00	578.93	6,947.16	715.00	8,580.00	267.19	3,206.28	
5.5	PUBLIC WORKS, 5115 SF	12	MO	176.47	2,117.64	517.00	6,204.00	768.03	9,216.36	971.00	11,652.00	534.38	6,412.56	
5.6	SENIOR CENTER, 1750 SF	12	MO	60.38	724.56	440.00	5,280.00	296.69	3,560.28	332.00	3,984.00	178.13	2,137.56	
5.7	MODULAR BUILDING, 5900 SF	12	MO	203.55	2,442.60	528.00	6,336.00	877.98	10,535.76	1,120.00	13,440.00	534.35	6,412.20	
					16,425.48		70,620.00		71,019.24		90,420.00		42,750.00	

Attachment: Bid Tab - Janitorial by Line (Janitorial Services 2020-0041)

**City of Celina, Texas
Standard Contract for Services**

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **AHI Facility Services, Inc.** (hereinafter referred to as the "Provider") for **Janitorial Services**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Janitorial Services, Bid # 2020-0041** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A**. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from November 1, 2020 to September 30, 2021. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the City 120 days prior to end of the current term in the event of non-renewal.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B**, attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit A**.
7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or emailed to accountspayable@celina.gov.
8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
9. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.
10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS,

ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions

exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

Furthermore, the City retains the right to terminate this Agreement at the expiration of each City budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.
18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent.
19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.
20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

City of Celina
 Attn: Contracts
 142 N. Ohio
 Celina, TX 75009
 contracts@celina-tx.gov

AHI Facility Services, Inc.

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.
27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals, this _____ **day of** _____, **20**_____.

CITY OF CELINA

AHI FACILITY SERVICES, INC.

 Jason Laumer, City Manager

 Type/Print Name and Title

Attachment: Agreement - Janitorial Services 2020-0041 (Janitorial Services 2020-0041)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Jose Mendez, Director of IT
 Date: October 13, 2020
 Re: IT Servers

Action Requested:

Consider and act to authorize the purchase of IT Equipment from Centre Technologies in an amount not to exceed \$149,990.00. (Berry)

Background Information:

The City of Celina hosts most of our Line of Business applications and servers on-premise in our data center and other key locations. To maintain business continuity and keep up with the growing demands of technology, we are replacing the aging and out of warranty servers and addressing the need for enterprise-grade connectivity and storage that will satisfy scalability and sustainability.

The City maintains an executed Interlocal Agreement with the State of Texas Department of Information Resources. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contract satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

The equipment requested will be purchased through DIR contracts TSO, 4160, TSO 3763 and TSO 4144.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of purchase orders.

Supporting Documents:

Quote

Staff Recommendation:

Authorize the Purchase



BUSINESS TECHNOLOGY SOLUTIONS FOR:

Celina - Phase 1 - 2020 Refresh

Quote # 045585
Version 1

PREPARED FOR:

City of Celina

Jose Mendez
jmendez@celina-tx.gov

100 N. Central Expressway
Suite 200
Richardson, TX 75080
www.centrotechnologies.com
(214) 550-3574



Celina - Phase 1 - 2020 Refresh

Prepared by:

Centre Technologies - Dallas
Dallas Team
on behalf of Justin Webster
(281) 506-2480
dallas_isr@centrotechnologies.com

Prepared for:

City of Celina
Jose Mendez
Ship To:
142 N Ohio St
Celina, TX 75009
(972) 382-2682
jmendez@celina-tx.gov

Quote Information:

Quote #: 045585
Version: 1
Delivery Date: 10/02/2020
Expiration Date: 10/25/2020

Compute

Description	Qty	Price	Ext. Pr
DIR-TSO-4160			
Compute			
HPE DL380 Gen10 8SFF CTO Server	3	\$17,140.00	\$51,420.
(1) HPE DL380 Gen10 8SFF CTO Server 867959-B21 (1) Intel Xeon-S 4208 FIO Kit for DL360 G10 P02571-L21 (1) Intel Xeon-S 4208 Kit for DL360 Gen10 P02571-B21 (16) HPE 32GB 2Rx4 PC4-2933Y-R Smart Kit P00924-B21 (2) HPE 240GB SATARI SFF SC MV SSD P18420-B21 (1) HPE 10GbE 2p SFP+ X710 Adptr727055-B21 (1) HPE 96W Smart Storage Battery 145mm P01366-B21Cbl (1) HPE Smart Array P408i-a SR Gen10 Ctrlr804331-B21 (1) HPE 10GbE 2p FLR-SFP+ X710 Adptr727054-B21 (1) HPE Raid 1 Drive 1 FIO Setting339778-B21 (2) HPE 800W FS Plat Ht Plg LH Pwr Sply Kit865414-B21 (1) HPE iLO Adv 1-svr Lic 3yr Support BD505A (1) HPE 1U Gen10 SFF Easy Install Rail Kit 874543-B21			
Compute Subtotal			\$51,420.
Subtotal:			\$51,420.

Attachment: Celina - Phase 1 - 2020 Refresh - #45585 (002) (IT Server, Storage and Miscellaneous Equipment)

Primary Storage

Description	Qty	Price	Ext. Pr
DIR-TSO-4160			
Storage			
HPE NS HF20 Hybrid CTO Base Array	1	\$52,670.00	\$52,670.
(1) HPE NS HF20 Hybrid CTO Base Array Q8H72A (1) HPE NS HF20/20C Hybrid 21TB FIO HDD Bndl Q8B68B (2) HPE NS 2x10GbE 2p FIO Adptr Kit Q8B88B (1) HPE NS NOS Default FIO Software Q8G27B (2) HPE NS C13 to C14 FIO Power Cord Q8J27A (1) HPE NS HF20 1.44TB FIO Cache Bndl Q8J28A (1) HPE NS AF/HF Array Standard Trk R3P91A (2) HPE Training Credit Servers/HybridIT SVC HF385A1 (1) HPE NS 3Y 4H Parts Exchange Support HT6Z0A3 (1) HPE NS HF20/20C Hybrid 21TBHDD Bndl HT6Z0A3#ZED Supp (1) HPE NS HF20 1.44TB Cache Supp HT6Z0A3#ZE5 (1) HPE NS HF20 Hybrid Base Array Supp HT6Z0A3#ZEB (2) HPE NS 2x10GbE 2p Adptr Supp HT6Z0A3#ZET			
Storage Subtotal			\$52,670.
		Subtotal:	\$52,670.

Attachment: Celina - Phase 1 - 2020 Refresh - #45585 (002) (IT Server, Storage and Miscellaneous Equipment)

100 N. Central Expressway
Suite 200
Richardson, TX 75080
www.centrotechnologies.com
(214) 550-3574



Switching

Description	Qty	Price	Ext. Pr
DIR-TSO-3763			
Switches			
Dell EMC Switch S4148FE-ON	4	\$8,379.00	\$33,516.
Dell EMC Switch S4148FE-ON, 1U, 48 x 10GbE SFP+, 4 x QSFP28, 2xQSFP+, IO to PSU, 2 PSU, No OS 210-ALSF No OS installed 619-AGYQ Dell EMC Networking S4100-ON Americas User Guide 343-BBGC US Order 332-1286 Dell Hardware Limited Warranty 1 Year 815-1402 ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year 815-1466 ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended 815-1468 ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years 815-1512 Dell Limited Hardware Warranty Extended Year(s) 975-3461 Info 3rd Party Software Warranty provided by Vendor 997-6306 On-Site Installation Declined 900-9997 Dell Networking Cable,100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 2 Meter 470-ABOW (2) Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 450-AAFH (2) Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 450-AAFH			
Switches Subtotal			\$33,516.
		Subtotal:	\$33,516.

Attachment: Celina - Phase 1 - 2020 Refresh - #45585 (002) (IT Server, Storage and Miscellaneous Equipment)

Services

Description	Qty	Price	Ext. Pr
DIR-TSO-4144			
H/W Install	1	\$12,384.00	\$12,384.
-including VM migration to new hosts and follow-up visit and reconfiguration after data migration complete			
Subtotal:			\$12,384.

Quote Summary

Description	Amount
Compute	\$51,420.
Primary Storage	\$52,670.
Switching	\$33,516.
Services	\$12,384.
Total:	\$149,990.

This Quote together with the Master Service Agreement and any Service Attachment, amendment, or schedule, all of which are incorporated herein by reference (collectively, the "Agreement") is between Centre Technologies, Inc. a Texas company (sometimes referred to as "we," "us," "our," OR "Provider"), and the customer found on the signature block at the end of this Quote (sometimes referred to as "you," "you OR "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date."). Both Provider and Customer are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Quote not directly defined are referred to in the applicable "Agreement" on the last page of this Quote. If there is a conflict between this Quote, the Master Services Agreement and any Service Attachment, amendment, or schedule, this Quote will control.

Client hereby acknowledges that all of the Agreements and Quotes contained herein are subject to the applicable taxes (e.g., international federal, state and local), shipping, handling and other associated fees. The Uniform Commercial Code, as adopted by the Texas Business and Commerce Code, shall apply where appropriate. Provider reserves the right to cancel or amend orders arising from pricing or other errors contained in the attached Quote and will notify the Client.

This Order and its accompanying Agreements supersede all prior negotiations, discussions, proposals, communications, or previous Orders or Agreements between the parties.

By signing below, the parties acknowledge, represent, and warrant that they have read and agree to the terms and conditions of the Agreement, including all related agreements, schedules, Service Attachments, and/or amendments identified at the end of this Quote. The parties hereby represent that electronic signatures to this Quote shall be relied upon and serves to bind them to the obligations stated herein. Each party hereby warrants and represents that he/she/it has the express authority to execute this Agreement(s).

Attachment: Celina - Phase 1 - 2020 Refresh - #45585 (002) (IT Server, Storage and Miscellaneous Equipment)

100 N. Central Expressway
Suite 200
Richardson, TX 75080
www.centrotechnologies.com
(214) 550-3574



E-Signature Confirmation for City of Celina

Signature: _____

Name: Jose Mendez

Title: _____

Date: _____

Attachment: Celina - Phase 1 - 2020 Refresh - #45585 (002) (IT Server, Storage and Miscellaneous Equipment)



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Andy Glasgow, Director of Engineering
 CC: Kim Brawner, Executive Director of Public Services
 Date: October 13, 2020
 Re:

Action Requested:

Consider and act to authorize the City Manager to apply for grant funds, enter into a contract and commit local matching funds for the Texas Water Development Board (TWDB) 2020 Non-Urban Outdoor Recreation Grant. (Glasgow)

Background Information:

The City of Celina has identified a certain tract of land in the southwest section of the City for a future park. The proposed resolution will allow the City of Celina to apply for the 2020 Non-Urban Outdoor Recreation Grant to assist in this purchase. The City will use grant funds to purchase land for future parks and recreational space

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Matching funds will be provided from the Park Fees

Legal Review:

N/A

Supporting Documents:

See attached

Staff Recommendation:

Review and Sign

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 an official 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. That 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.
2. That the Applicant hereby certifies that the matching share for this application is readily available at this time.
3. That 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 the Department concerning the site to be known as Celina Park Acquisition Project 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 13th day of October, 2020.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
Date: October 13, 2020
Re:

Action Requested:

Consider and act to authorize the City Manager to enter into a Memorandum of Understanding by and between the DC Ranch HOA and the City of Celina for drainage improvements. (Brawner)

Staff Recommendation:

Staff recommends approval of the attached agreement.

TRC ENGINEERS INC.

700 Highlander Blvd., Suite 210

Arlington, TX 76015

TEL: (817) 522-1000 FAX: (512) 454-2433

PRELIMINARY ENGINEER'S ESTIMATE OF ANTICIPATED CONSTRUCTION COSTS

PROJECT: 2020 Drainage Improvements

CLIENT: City of Celina

JOB NUMBER: 288194.0014

PREPARED BY: J. Taggart

DATE: 6/27/2019

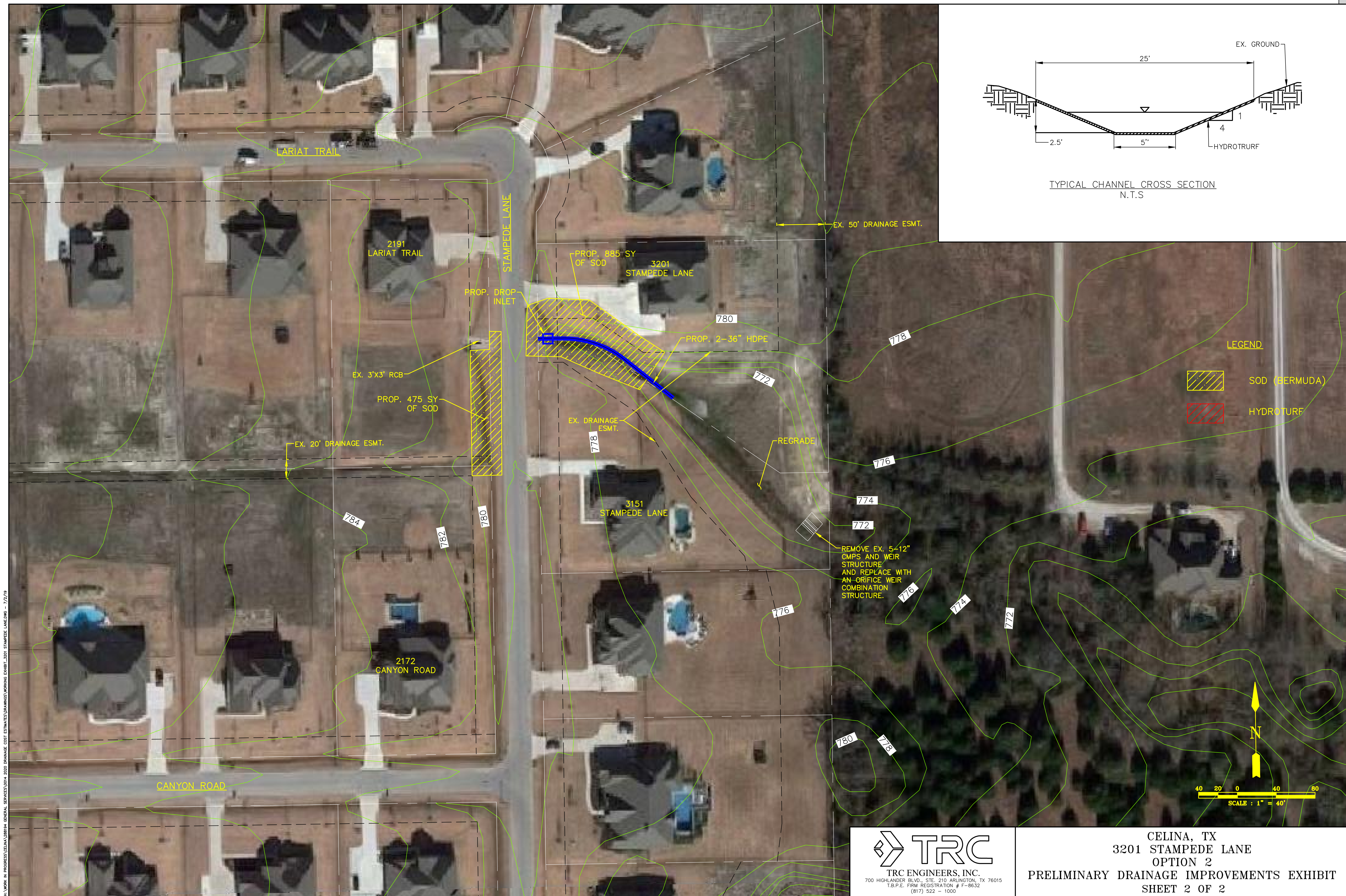
SUMMARY (WITH HYDROTURF)

Project	DESCRIPTION	UNIT	QUANTITY	\$/UNIT	TOTAL COST
A	3201 Stampede Lane (Option 1)	LS	1	\$133,211.40	\$133,211.40
B	3075 Stampede Lane (Option 1)	LS	1	\$72,510.72	\$72,510.72
C	2943 Stampede Lane (Option 1)	LS	1	\$87,160.80	\$87,160.80
D	3423 N. Preston Lakes Dr.	LS	1	\$35,314.20	\$35,314.20
E	3436 N. Preston Lakes Dr.	LS	1	\$38,529.60	\$38,529.60
F	3498 N. Preston Lakes Dr.	LS	1	\$16,380.60	\$16,380.60
G	Preston Hills III	LS	1	\$29,511.30	\$29,511.30
TOTAL					\$412,618.62

SUMMARY (WITH STORM SEWER)

Project	DESCRIPTION	UNIT	QUANTITY	\$/UNIT	TOTAL COST
A	3201 Stampede Lane (Option 2)	LS	1	\$128,064.00	\$128,064.00
B	3075 Stampede Lane (Option 2)	LS	1	\$114,399.24	\$114,399.24
C	2943 Stampede Lane (Option 2)	LS	1	\$131,196.60	\$131,196.60
D	3423 N. Preston Lakes Dr.	LS	1	\$35,314.20	\$35,314.20
E	3436 N. Preston Lakes Dr.	LS	1	\$38,529.60	\$38,529.60
F	3498 N. Preston Lakes Dr.	LS	1	\$16,380.60	\$16,380.60
G	Preston Hills III	LS	1	\$29,511.30	\$29,511.30
TOTAL					\$493,395.54

Attachment: Exhibit A (DC Ranch Drainage Agreement)





IN WORK IN PROGRESS CELINA 288194 GENERAL SERVICES/0014 2020 DRAINAGE COST ESTIMATES/DRAWINGS WORKING EXHIBIT 2843 STAMPEDE LANE.DWG - 7/2/19

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

CELINA, TX
2943 STAMPEDE LANE
OPTION 2
PRELIMINARY DRAINAGE IMPROVEMENTS EXHIBIT
SHEET 2 OF 2

Attachment: Exhibit A (DC Ranch Drainage Agreement)



AGREEMENT, RIGHT OF ENTRY AND RELEASE

This Agreement ("Agreement") is entered into to be effective October 13, 2020 by and between **DC Ranch Owners Association** ("DC Ranch HOA" or "HOA") and **City of Celina, Texas** ("City").

OBLIGATIONS OF THE PARTIES

Both parties agree to the following:

1. DC Ranch HOA will provide the City full access to the existing private drainage easements as shown in the Exhibit A attached hereto and incorporated herein.
2. City will complete one closed-system drainage project on a bi-annual basis beginning in 2021 at an approximate cost of \$150,000 (together the "Work") each with no contribution by the DC Ranch HOA.
3. City will provide a one-year maintenance bond as part of the construction process that will begin on the date of final acceptance by the City.
4. Once the one-year maintenance bond is complete, the DC Ranch HOA will be, at all times in the future, responsible for clearing debris and vegetation from the entrance and exit to each culvert and maintaining the drainage channel.
5. All remaining drainage easements will continue to be the responsibility of the DC Ranch HOA and the City will assume no responsibility for the maintenance of the drainage channels or drainage easements as defined by the plat recorded November 20, 2015 as instrument number 20151120010004280.

RIGHT of ENTRY

In consideration for the Work to be performed by the City, HOA hereby grants to the City a of right of entry to those certain tracts reflected in Exhibit A, beginning on the effective date hereof, and ending upon completion of the one-year maintenance bond, for the purpose of performing the Work. HOA represents to City that it has authority to grant the rights-of-entry provided herein.

RELEASE and INDEMNIFICATION

In consideration of the City performing the Work, DC Ranch HOA hereby, for itself and its members, contractors, invitees, heirs, executors and administrators of each of the aforementioned parties (hereinafter collectively referred to as "Indemnitors" or "you" or "your" or "I"), waive, release and indemnify the City, its City Council members, officers, agents, employees, representatives, successors, assigns, contractors and volunteers (hereinafter referred to as "Indemnitees" or "City"), for any and all injuries (including death) suffered by Indemnitors on any property and facilities owned or operated by Indemnitors and owned or operated by any third party having property or facilities on the property, including but not limited to utility providers. The City intends to perform the Work only upon the signing of this release. **Please carefully read the release to understand its terms. It includes a release of claims against the Indemnitees, including a release of claims caused by the negligence or strict liability of the City.** It involves the release of possible legal rights you may otherwise have in the future. **This release shall not expire or terminate unless you notify the City in**

writing of your desire to terminate the same prior to the Work being commenced.

You may notify the City of your intent to withdraw this release by writing: The City of Celina, Attn: Kimberly Brawner, 142 N. Ohio St., Celina, TX 75009. No one has authority to waive the requirement that you sign this release prior to the Work commencing. Please carefully read and sign the Release of Liability below:

In consideration of the City performing the Work and other good and valuable consideration, the receipt of which is acknowledged, **Indemnitors, hereby release and agree to defend, indemnify, and hold harmless Indemnitees, including any of its agencies or departments, from any and all claims of liability or liability for personal injury (including death), property damage or wrongful death, including but not limited to a release of claims against the Indemnitees for its negligence or strict liability, including strict liability arising from the alleged violation of statutes of the State of Texas or the United States other than those which provide protection against discrimination based on race, age, sex, or other classification which has been subject to historical discrimination, resulting from, relating to, or arising out of Indemnitees performing the Work, regardless of the contractor or individual performing the Work. This release is intended to be construed as broadly as possible, and to include, but not be limited to, a release of any claims or liability due to the negligence or contributory negligence of the City and/or strict products liability of the City.** I understand that the City of Celina does not waive any immunity.

I agree that if a Court determines that any part of this release is not effective with regard to any particular activity, service, work or property, it shall not affect the validity of this release in any other way. I further agree that if a Court determines that any portion of this document is unenforceable it shall not affect the ability of the City to enforce the remainder.

DISCLAIMER

I understand that the Work to be performed and made available to Indemnitors is being made available on an “as-is” basis, and that there are no warranties, implied or express, with regard to the merchantability, fitness for a particular purpose, performance in a good and workmanlike manner, or otherwise in relation to the services and Work being made available to Indemnitors by the City. **Indemnitors acknowledge that there are no warranties, express or implied, being offered in relation to the services or Work being made available to Indemnitors by the City.** After expiration of the one-year maintenance bond to be provided by City, all future repairs, maintenance, replacement, cleaning, upkeep and the like on the Work, shall be the responsibility of DC Ranch HOA or the underlying fee owner.

I warrant by my signature that I am authorized to sign this release. I further agree to indemnify and defend the City of Celina if I am not authorized to sign and legally bind the entity named herein to the terms of this release.

DC RANCH OWNERS ASSOCIATION:

_____ Signature	_____ Title	_____ Print Name	_____ Date
--------------------	----------------	---------------------	---------------

CITY OF CELINA:

_____ Signature	_____ Title	_____ Print Name	_____ Date
--------------------	----------------	---------------------	---------------

[signatures must be notarized on following page]

Attachment: MOA-Right of Entry Release for Utility work 09.27.20 (DC Ranch Drainage Agreement)

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument, and ACKNOWLEDGED HE/SHE IS AUTHORIZED TO EXECUTE this agreement and bind DC RANCH OWNERS ASSOCIATION and ACKNOWLEDGED to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20____.

 Notary Public, State of Texas

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument, and ACKNOWLEDGED HE/SHE IS AUTHORIZED TO EXECUTE this agreement and bind the City of Celina and ACKNOWLEDGED to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20____.

 Notary Public, State of Texas

EXHIBIT A

TRC ENGINEERS INC.

700 Highlander Blvd., Suite
210 Arlington, TX 76015
TEL: (817) 522-1000 FAX: (512) 454-2433

PRELIMINARY ENGINEER'S ESTIMATE OF ANTICIPATED CONSTRUCTION COSTS

PROJECT: 2020 Drainage Improvements

CLIENT: City of Celina

JOB NUMBER: 288194.0014

PREPARED BY: J. Taggart

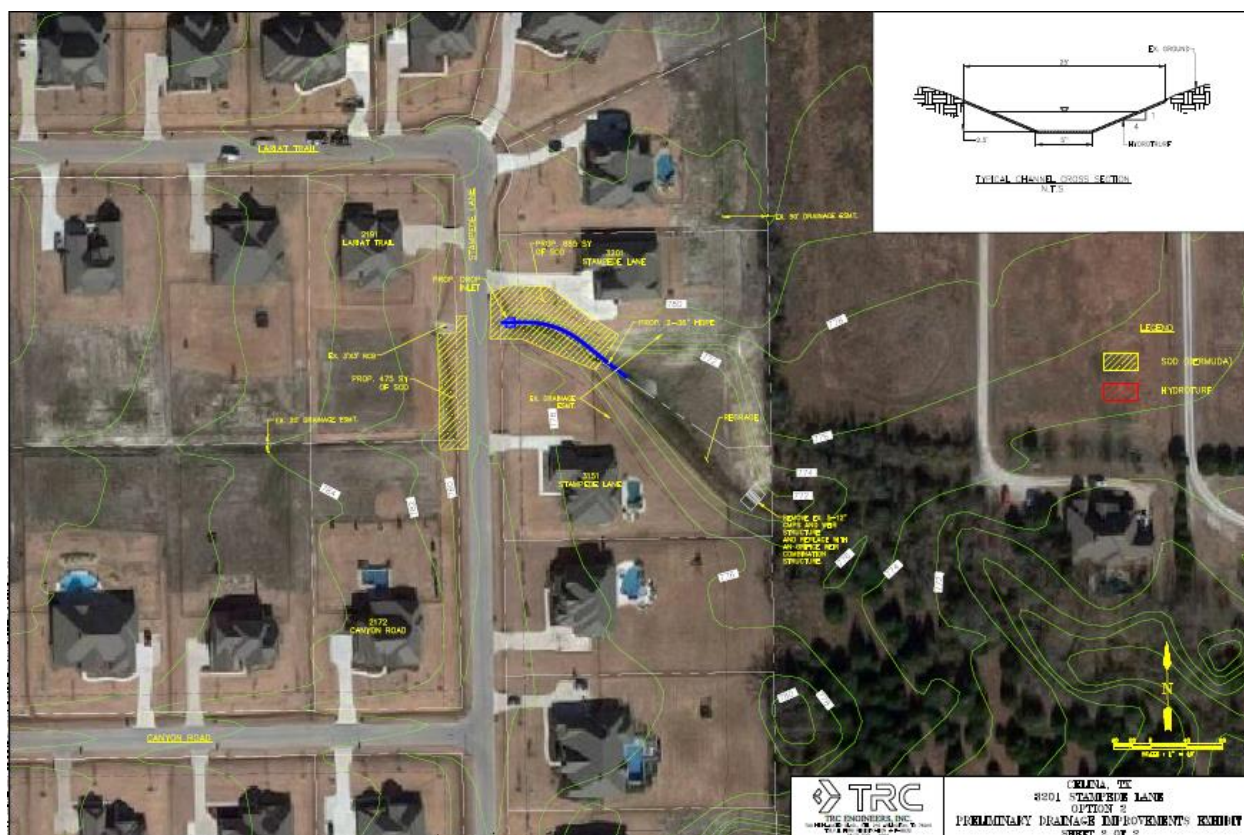
DATE: 6/27/2019

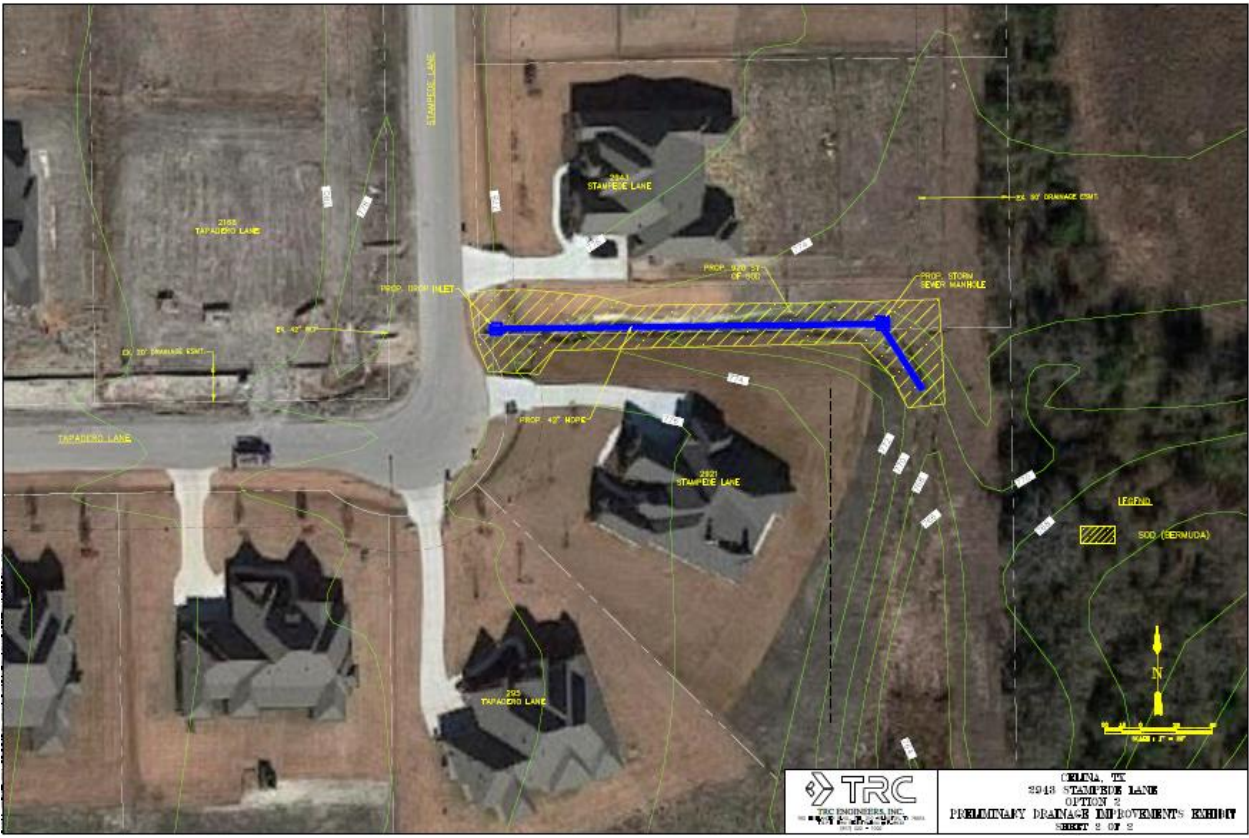
SUMMARY (WITH HYDROTURF)

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TOTAL					\$412,618.62

SUMMARY (WITH STORM SEWER)

Project	DESCRIPTION	UNIT	QUANTITY	\$/UNIT	TOTAL COST
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G	Preston Hills III	LS	1	\$29,511.30	\$29,511.30
TOTAL					\$493,395.54







Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Catherine Oduro, Engineer
 CC: Kim Brawner, Executive Director of Public Services
 Date: October 13, 2020
 Re: Resolution Authorizing the City Manager to acquire a parcel of land, Right of way, drainage easements, slope easements and Temporary construction easements for constructing Legacy Road.

Action Requested:

Consider and act upon a resolution authorizing the City Manager to acquire a piece of land, rights of way, drainage line easements, grading easements, slope easements and temporary construction easements in real properties as portions of tracts of land generally described as Tract 1, Tract 2, Tract 3, Tract 4 and Tract 7 located in the William Deavenport Survey Abstract number A0262, Tract 1, Tract 9, Tract 10, Tract 11 and Tract 12 located in the Richard Alderson Survey Abstract number A0007, Tract 1 located in B B B & C Ry Co Survey Abstract number A0133, Creeks of Legacy West Phase 1 Blk A lot 1X, Tract 31, Tract 41, Tract 42, Tract 43, Tract 48, Tract 49, Tract 50, Tract 51, Tract 52 and Tract 55 located in the Cowan Survey Abstract number A0211A, Tract 1 located in W. Philips Survey Abstract A1029A, general located on the east and west sides of CR 6 (Legacy Road) from Honey Creek Way to FM 428 (future Collin County Outerloop) (Brawner)

Background Information:

CR 6 (Legacy Road) is on the border of Collin and Denton Counties. It an ultimate 6-lane divided thoroughfare.

It crosses the Doe Branch Creek Tributary D at two different locations. Currently the creek crossing comprises of 1-27" and 2-60" corrugated metal pipes (CMPs). These pipes are severely undersized causing the road to overtop frequently. The section of the road between approximately 350 feet north of Honey creek and 500 feet south of Carey Road has been closed due to the washout of the existing culverts. In order to eliminate to frequent overtopping of the road, the culverts will be replaced with a bridge crossing with corresponding road expansion and improvements.

The project will need a Right of way, drainage and slope easements all of varying widths.

In addition, staff identified the need to purchase a piece of land due to the outcome of the appraisal out for and 25' to 30' temporary construction easement to accommodate the construction of the road. The attached resolution authorizes the City Manager or his designee to execute all documents necessary to acquire the piece of land, public rights of way, drainage easements, slope easements, and/or temporary construction easements on the Properties, on behalf of the City, by purchase.

Board Review/Citizen Input:

N/A

Alternatives:

City Council could choose to not proceed with the proposed acquisition.

Financial Considerations:

Funding for the acquisition of the real property and easements will be paid form 2021 CO bonds.

Legal Review:

Legal counsel has reviewed the proposed resolution for compliance to state law.

Supporting Documents:

- Resolution
- List of Properties

Staff Recommendation:

Staff recommends approval of Resolution authorizing the purchase of land and Righ of Way

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS FINDING THAT A PUBLIC NECESSITY EXISTS TO ACQUIRE A TRACT OF LAND, RIGHTS OF WAY, PUBLIC DRAINAGE EASEMENTS, GRADING EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS IN REAL PROPERTIES AS PORTIONS OF TRACTS OF LAND GENERALLY DESCRIBED AS TRACT 1, TRACT 2, TRACT 3, TRACT 4 AND TRACT 7 LOCATED IN THE WILLIAM DEAVENPORT SURVEY ABSTRACT NUMBER A0262, TRACT 1, TRACT 9, TRACT 10, TRACT 11 AND TRACT 12 LOCATED IN THE RICHARD ALDERSON SURVEY ABSTRACT NUMBER A0007, TRACT 1 LOCATED IN B B B & C RY CO SURVEY ABSTRACT NUMBER A0133, CREEKS OF LEGACY WEST PHASE 1 BLK A LOT 1X, TRACT 31, TRACT 41, TRACT 42, TRACT 43, TRACT 48, TRACT 49, TRACT 50, TRACT 51, TRACT 52 AND TRACT 55 LOCATED IN THE COWAN SURVEY ABSTRACT NUMBER A0211A, TRACT 1 LOCATED IN W. PHILIPS SURVEY ABSTRACT A1029A, GENERAL LOCATED ON THE EAST AND WEST SIDES OF CR 6 (LEGACY ROAD) FROM HONEY CREEK WAY TO FM 428 (FUTURE COLLIN COUNTY OUTERLOOP); AUTHORIZING THE CITY MANAGER TO OBTAIN THE NECESSARY APPRAISAL REPORTS AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE TRACT OF LAND, RIGHTS OF WAY AND EASEMENTS; RATIFYING PRIOR DOCUMENTS MADE FOR THE TRACT OF LAND, RIGHTS OF WAY AND EASEMENTS; APPROPRIATING FUNDS FROM A LAWFUL SOURCE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina (“City Council”) has investigated and determined that, there is a public necessity for the acquisition of a tract of land, public rights of way, drainage easements, grading easements and/or temporary construction easements (“Land and Easements”) on tracts of land located in the following surveys:

- William Deavenport Survey Abstract number A0262 (entire 39.965 tract)
- Richard Alderson Survey Abstract number A0007
- B B B & C Ry Co Survey Abstract number A0133
- Creeks of Legacy West Phase 1 Blk A lot 1X
- Cowan Survey Abstract number A0211A
- W. Philips Survey Abstract A1029A

as recorded in the Real Property records of Collin and Denton Counties, generally located on the west and east sides of County Road 6 (Legacy Drive) from Honey Creek Way to FM 428 (Future Collin County Outerloop), more specifically identified in Exhibits “A” and “B” attached hereto and incorporated herein for all purposes (“Properties”) and it is the City’s intent to acquire the necessary tract of land, public rights of way, drainage

easements, grading easements and/or temporary construction easements on the Properties for the purpose of, among other municipal purposes, including but not limited to the installation of a future public roadway and its associated grading and drainage improvements; and

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

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

WHEREAS, the City Manager, or his designee, is required to make a bona fide offer, as defined by and in compliance with Chapter 21 of Texas Property Code, to acquire the Land and Easements on the Properties for public use voluntarily from the owners prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Manager, or his designee, is authorized to seek a third-party appraisal and will make bona fide final offers based on the appraisals to the owner of the Properties, which may or may not be accepted by the Property's owner(s).

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

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

SECTION 2: The City Council hereby officially determines that there is a public use and necessity for and the public welfare and convenience will be served by, the acquisition, of the Land and Easements on the Properties, and it is the City's intent to acquire the Land and Easements for public use, on the Properties as more specifically described in and depicted on Exhibits "A" and "B", attached hereto, specifically for the municipal purpose of a future roadway and its associated grading and drainage improvements and other public uses, which includes but not limited to the following municipal functions: installing paving, water, drainage, and sewer lines with such appurtenant facilities as may be necessary.

SECTION 3: The City Council hereby authorizes the City Manager or his designee to obtain, review and accept a third party's appraisal report.

SECTION 4: The City Manager, or his designee, is hereby authorized to execute all documents necessary to acquire the Land and Easements on the Properties, on behalf of the City, by purchase. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the Land and Easements on the Properties.

SECTION 5: It is intent of the City Council that this Resolution authorizes the purchase of the Land and Easements on the Properties required for this project, more specifically described in and depicted on Exhibits "A" and "B". If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Manager or his designee is authorized to have such errors corrected or

revisions made without the necessity of obtaining new City Council resolution authorizing the purchase of the corrected or revised Land and Easements.

SECTION 6: The amount to be paid, if any, for acquiring the Land and Easements on the Properties, will be appropriated from any lawful source.

SECTION 7: Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 8: This Resolution shall take effect immediately upon its passage and execution in accordance with the provisions of the Charter of the City of Celina.

PASSED AND APPROVED this the 13th day of October 2020 at a regular meeting of the City Council of the City of Celina in which a quorum was present.

CITY OF CELINA

BY: _____
Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

EXHIBIT A
Legal Description of Properties for Right of Way,

EXHIBIT B
Legal Description of Properties for Land and Easements

Attachment: Resolution for ROW acquisition- Legacy Road (Legacy Drive Right of Way and Land Acquisition)

Description of a Grading and Construction Easement

BEING a tract of land situated in the Wm. Davenport Survey, Abstract Number 262, Collin County, Texas, being a portion of that tract of land described by deed to Carl P. Parrish & Dale Parrish recorded in Volume 5335, Page 7579, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "PELTON" found at the southwest corner of said Parrish tract, being the northwest corner of that 1.477 acre Right-of-Way dedication to the City of Celina, Texas recorded in Instrument Number 20140708000701510, said Official Public Records and being in the east line of that 1.217 acre Right-of-Way dedication to the City of Celina, Texas recorded in Instrument Number 2014-65868, Real Property Records, Denton County, Texas;

THENCE N 89°08'46"E, 60.02 feet, with the south line of said Parrish tract and the north line of said 1.477 acre Right-of-Way dedication to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the northeast corner of said 1.477 acre Right-of-Way dedication, being the northwest corner of Lot 3X, Block P, Creeks of Legacy, an addition to the City of Celina, Collin County, Texas, recorded in Instrument Number 20190405010001660, said Official Public Records, and the **POINT OF BEGINNING**;

THENCE N 00°30'48"E, 589.78 feet, departing said common line over and across said Parrish tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set in the north line of said Parrish tract, being the south line of that tract of land described by deed to IDGAF Investment, Inc. recorded in Instrument Number 20141014001119940, said Official Public Records;

THENCE N 88°14'13"E, 75.06 feet, with said common line;

THENCE departing said common line over and across said Parrish tract the following bearings and distances:

S 00°30'48"W, 8.17 feet;

S 33°32'14"W, 119.27 feet;

S 00°30'48"W, 484.36 feet, to the aforementioned south line of said Parrish tract, being the north line of said Lot 3X, Block P;

THENCE S 89°08'46"W, 10.00 feet, with said common line to the **Point of Beginning** and containing 9,595 square feet or 0.220 acres of land more or less.

"Integral parts of this document"

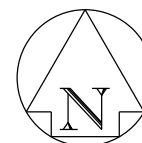
1. Description
2. Exhibit

TBPELS FIRM REG. NO. 10177700

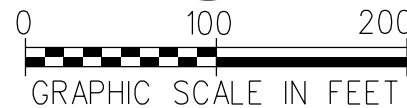
Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

IDGAF Investment, Inc.
Inst. # 2014014001119940
O.P.R.C.C.T.



7.Y.b



"Integral parts of this document"
1. Description
2. Exhibit

City of Celina, Texas
(Right-of-Way)
INST. # 2014-65868
(1.217 Acres) R.P.R.D.C.T.

N88° 14' 13" E
75.06'

S00° 30' 48" W
8.17'

0.220 Acres
S33° 32' 14" W
119.27'

Carl P. Parrish & Dale Parrish
V.5335, P.7579
O.P.R.C.C.T.

Wm. Davenport Survey,
Abstract Number 262

Point of
Commencing

Point of
Beginning

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2020

Creeks of Legacy
Inst. # 20190405010001660
R.P.R.D.C.T.

3X (P)

City of Celina, Texas
(Right-of-Way)
INST. # 20140708000701510
(1.477 Acres) O.P.R.C.C.T.

Exhibit of a Grading & Construction Easement

Situated in the Wm. Davenport Survey,
Abstract Number 262, Collin County, Texas



JOB # CEL19001

DRAWN BY: D. Freeman

CHECKED BY: S. Stewart

DATE: 05-11-20

PAGE # 2 of 2

G:\JOB\CEL19001_Legacy_Drive\Master Dev\Survey\Easements\CEL19001_EA1.dgn

Default

5/18/2020

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Attachment: Exhibit B- Legal Description Easements (Legacy Drive Right of Way and Land Acquisition)

Description of a Grading and Construction Easement

BEING a tract of land situated in the Wm. Davenport Survey, Abstract Number 262, Collin County, Texas, being a portion of that tract of land described by deed to IDGAF Investment, Inc., recorded in Instrument Number 20141014001119940, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with red cap found at the northwest corner of said IDGAF Investment tract, being the southwest corner of that tract of land described by deed to Feizy Land Investment LLC recorded in Instrument Number 20160823001112180, said Official Public Records and being in the east line of that tract of land described by deed to Sangani Properties II, LP recorded in Instrument Number 2007-65515, Real Property Records, Denton County, Texas;

THENCE N 89°11'00"E, 82.39 feet, with the north line of said IDGAF Investment tract and the south line of said Feizy Land Investment tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the **POINT OF BEGINNING**;

THENCE N 89°11'00"E, 58.96 feet, continuing with said common line;

THENCE S 26°25'22"E, 35.46 feet, departing said common line over and across said IDGAF Investment tract;

THENCE S 00°30'48"W, 941.83 feet, to the south line of said IDGAF Investment tract, being the north line of that tract of land described by deed to Carl P. Parrish and Dale Parrish recorded in Volume 5335, Page 7579, said Official Public Records;

THENCE S 88°14'13"W, 75.06 feet, with said common line to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

THENCE N 00°30'48"E, 975.05 feet, departing said common line over and across said IDGAF Investment tract to the **Point of Beginning** and containing 72,826 square feet or 1.672 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit B- Legal Description Easements (Legacy Drive Right of Way and Acquisition)

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

7.Y.b



GRAPHIC SCALE IN FEET

"Integral parts of this document"
1. Description
2. Exhibit

W. Phillips Survey,
Abstract Number 1029

Point of
Commencing

Felzy Land Investment LLC
Inst.* 20160823001112180
O.P.R.C.C.T.

Point of
Beginning

N89° 11'00"E
58.96'

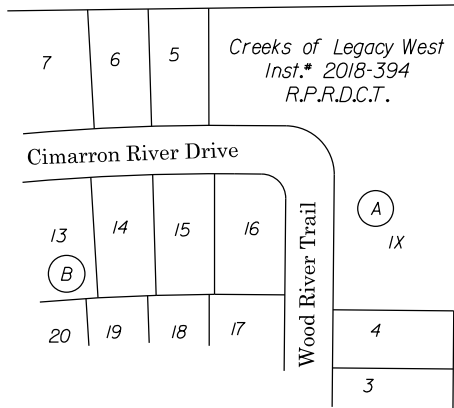
S26° 25'22"E
35.46'

Sangani Properties II,LP
Inst.* 2007-65515
R.P.R.D.C.T.

IDGAF Investment, Inc.
Inst.* 20141014001119940
O.P.R.C.C.T.

City of Celina, Texas
(Right-of-Way)
INST.* 2014-65868
(1.217 Acres) R.P.R.D.C.T.

Creeks of Legacy West
Inst.* 2018-394
R.P.R.D.C.T.



Approximate County Line
Approximate Survey Line
Legacy Drive
Approximate County Line
Denton County
Collin County

975.05'
1.672 Acres
941.83'
N00° 30'48"E
S00° 30'48"W
S88° 14'13"W
75.06'

Wm. Davenport Survey,
Abstract Number 262

Carl P. Parrish & Dale Parrish
Vol. 5335, Pg. 7579
O.P.R.C.C.T.

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2020

Exhibit of a Grading and Construction Easement

Situated in the Wm. Davenport Survey, Abstract Number 262
Collin County, Texas

Description of a Grading and Construction Easement

BEING a tract of land situated in the W. Phillips Survey, Abstract Number 1029, Denton County, Texas, being a portion of that tract of land described by deed to Sangani Properties II, LP recorded in Instrument Number 2007-65515, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the south line of said Sangani tract, being the northwest corner of that 1.217 acre Right-of-Way dedication to the City of Celina, Texas recorded in Instrument Number 2014-65868, said Real Property Records and being the northeast corner of Block A, Creeks of Legacy West, an addition to the City of Celina, Denton County, Texas, recorded in Instrument Number 2018-394, said Real Property Records;

THENCE S 89°13'54"W, 267.84 feet, with the south line of said Sangani tract and the north line of said Block A;

THENCE departing said common line over and across said Sangani tract the following bearings and distances:

N 00°10'38"W, 45.60 feet;

N 89°49'22"E, 106.48 feet;

N 27°48'57"E, 134.85 feet;

N 00°30'48"E, 482.95 feet;

N 27°04'52"E, 106.88 feet;

N 00°33'49"E, 351.57 feet;

S 89°37'57"E, 58.63 feet;

N 00°13'30"E, 589.68 feet;

N 46°07'25"W, 65.22 feet;

N 01°10'46"W, 11.39 feet, to the north line of said Sangani tract, being the south right-of-way line of Carey Road (a variable width right-of-way);

THENCE N 89°14'05"E, 76.96 feet, with said common line to the northeast corner of said Sangani tract and the west line of that tract of land described by deed to Feizy Land Investment LLC recorded in Instrument Number 20160823001112170, Official Public Records, Collin County, Texas;

THENCE S 00°15'12"W, with the east line of said Sangani tract and the west line of said Feizy Land Investment tract, at 415.58' the southwest corner of said Feizy Investment tract, being the northwest corner of that tract of land described by deed to Feizy Land Investment LLC recorded in Instrument Number 20160823001112180, said Official Public Records, in all 632.92 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

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

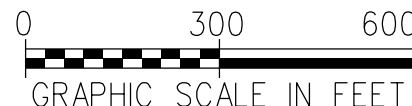
S 07°44'54"W, 204.91 feet, to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the beginning of a curve to the left;

With said curve to the left, an arc distance of 159.11 feet, through a central angle of 07°14'06", having a radius of 1260.00 feet, the long chord which bears S 04°07'51"W, 159.00 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

THENCE S 00°30'48"W, 743.65 feet to the **Point of Beginning** and containing 126,523 square feet or 2.905 acres of land more or less.

"Integral parts of this document"

1. Description – 2 Pages
2. Exhibit



"Integral parts of this document"
1. Description - 2 Pages
2. Exhibit

Feizy Land Investment LLC
Inst.* 20160823001112170
O.P.R.C.C.T.

Feizy Land Investment LLC
Inst.* 20160823001112180
O.P.R.C.C.T.

IDGAF Investment, Inc.
Inst.* 20141014001119940
O.P.R.C.C.T.

Wm. Davenport Survey,
Abstract Number 262

Carl P. Parrish & Dale Parrish
V.5335, P.7579
O.P.R.C.C.T.

Exhibit of a

Grading and Construction Easement

Situated in the W. Phillips Survey,
Abstract Number 1029, Denton County, Texas

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2020

W. Phillips Survey,
Abstract Number 1029

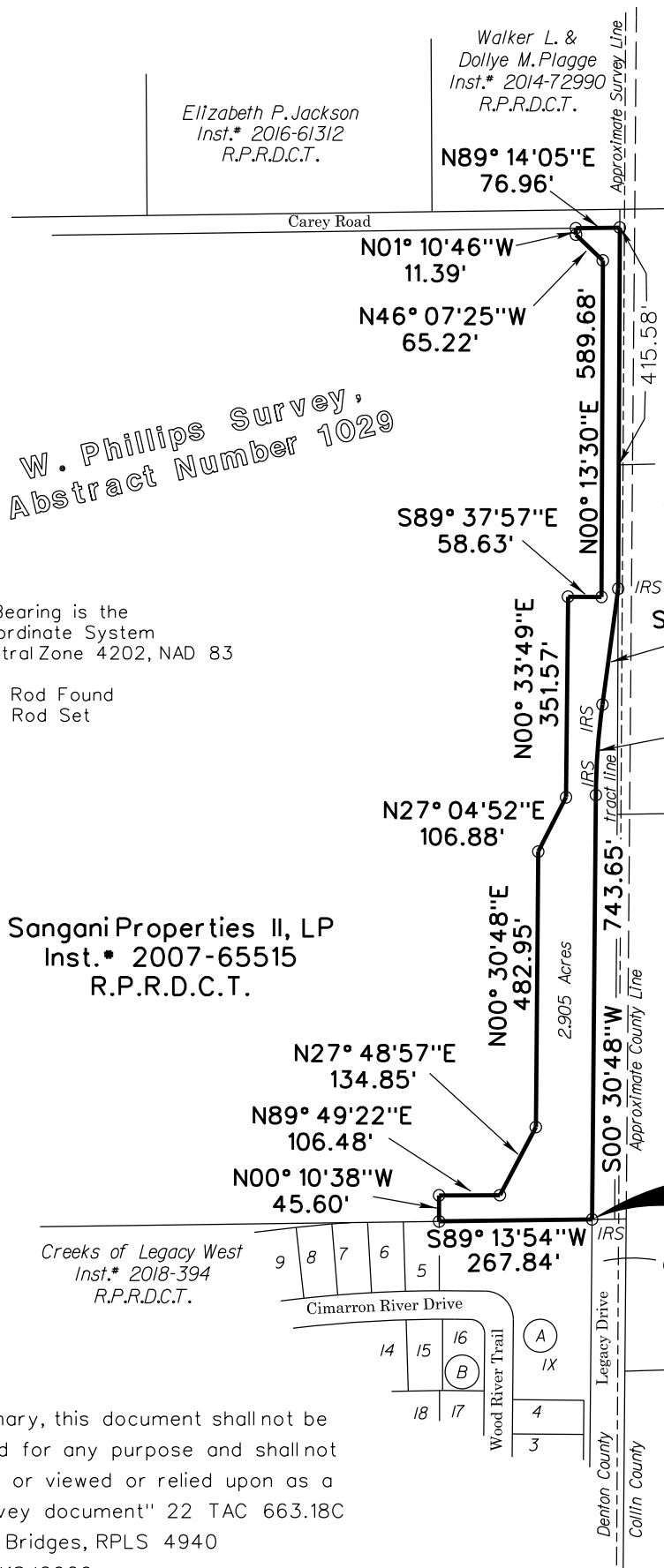
Basis of Bearing is the
Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

Sangani Properties II, LP
Inst.* 2007-65515
R.P.R.D.C.T.

Creeks of Legacy West
Inst.* 2018-394
R.P.R.D.C.T.

City of Celina (Right-of-Way)
INST.* 2014-65868
(1.217 Acres) R.P.R.D.C.T.



Description of a Grading and Construction Easement

BEING a tract of land situated in the Wm. Davenport Survey, Abstract Number 262, Collin County, Texas, being a portion of those tracts of land described by deed to Feizy Land Investment LLC recorded in Instrument Numbers 20160823001112160, 20130823001112170 and 20160823001112180, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with red cap found at the southwest corner of said Feizy tract (20160823001112180), being the northwest corner of that tract of land described by deed to IDGAF Investment, Inc. recorded in Instrument Number 20141014001119940, said Official Public Records and being in the east line of that tract of land described by deed to Sangani Properties II, LP, recorded in Instrument Number 2007-65515, Real Property Records, Denton County, Texas;

THENCE N 89°11'00"E, 82.39 feet, with the south line of said Feizy tract (20160823001112180) and the north line of said IDGAF Investment tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the **POINT OF BEGINNING**;

THENCE departing said common line over and across said Feizy tracts the following courses and distances:

N 00°30'59"E, 31.66 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the beginning of a curve to the right;

With said curve to the right, an arc distance of 143.95 feet, through a central angle of 07°14'06", having a radius of 1140.00 feet, the long chord which bears N 04°07'51"E, 143.86 feet to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 07°44'54"E, 520.31 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 10°59'28"E, 153.45 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the beginning of a curve to the left;

With said curve to the left, an arc distance of 122.32 feet, through a central angle of 05°31'06", having a radius of 1270.00 feet, the long chord which bears N 02°22'36"E, 122.27 feet to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 00°22'57"W, 337.86 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 04°11'47"W, 150.33 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 00°22'57"W, 463.71 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the north line of said Feizy tract (20160823001112160), being the south line of that tract (Tract 2) of land described by deed to Two-J Partners, LLLP recorded in Instrument Number 20080509000562500, said Official Public Records;

THENCE N 89°37'16"E, 25.00 feet, with said common line;

THENCE departing said common line over and across said Feizy tracts the following courses and distances:

S 00°22'57"E, 951.57 feet, to the beginning of a curve to the right;

With said curve to the right, an arc distance of 182.36 feet, through a central angle of 08°07'52", having a radius of 1285.00 feet, the long chord which bears S 03°40'58"W, 182.21 feet;

S 07°44'54"W, 615.62 feet, to the beginning of a curve to the left;

With said curve to the left, an arc distance of 105.39 feet, through a central angle of 05°24'57", having a radius of 1115.00 feet, the long chord which bears S 05°02'26"W, 105.36 feet;

S 26°25'22"E, 73.68 feet, to the aforementioned common south line of said Feizy tract (20160823001112180) and the north line of said IDGAF Investment tract;

THENCE S 89°11'00"W, 58.96 feet, with said common line to the **Point of Beginning** and containing 43,141 square feet or 0.990 acres of land more or less.

"Integral parts of this document"

1. Description – 2 Pages
2. Exhibit



0 300 600

GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description - 2 Pages
2. Exhibit

MARIAN GLOBAL INVESTMENT, LLC
Inst.* 2015-1821
R.P.R.D.C.T.

R. Cowen Survey,
Abstract Number 211

Elizabeth P. Jackson
Inst.* 2016-61312
R.P.R.D.C.T.

Walker L. &
Dollye M. Plagge
Inst.* 2014-72990
R.P.R.D.C.T.

Approximate Survey Line Carey Road

Basis of Bearing is the
Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

W. Phillips Survey,
Abstract Number 1029

Sangani Properties II, LP
Inst.* 2007-65515
R.P.R.D.C.T.

Δ = 07° 14' 06"
R = 1140.00'
L = 143.95'
LC = N04° 07' 51"E
143.86'

Feizy Land Investment LLC
Inst.* 20160823001112180
O.P.R.C.C.T.

Δ = 05° 24' 57"
R = 1115.00'
L = 105.39'
LC = S05° 02' 26"W
105.36'

N00° 30' 59"E
31.66'

S26° 25' 22"E
73.68'

Point of
Commencing

Point of
Beginning

IDGAF Investment, Inc.
Inst.* 20141014001119940
O.P.R.C.C.T.

Exhibit of a Grading and Construction Easement

Situated in the Wm. Davenport Survey, Abstract Number 262,
Collin County, Texas



9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

JOB # CEL19001

DRAWN BY: D. Freemon

CHECKED BY: S. Stewart

DATE: 05/18/2020

Packet Pg. 351

Description of a Grading and Construction Easement

BEING a tract of land situated in the Wm. Davenport Survey, Abstract Number 262, Denton and Collin Counties, Texas, being a portion of those tracts of land described by deed to Feizy Land Investment LLC recorded in Instrument Numbers 20130823001112170 and 20160823001112180, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with red cap found at the southwest corner of said Feizy tract (20160823001112180), being the northwest corner of that tract of land described by deed to IDGAF Investment, Inc. recorded in Instrument Number 20141014001119940, said Official Public Records and being in the east line of that tract of land described by deed to Sangani Properties II, LP, recorded in Instrument Number 2007-65515, Real Property Records, Denton County, Texas;

THENCE N 00°15'12"E, 395.53 feet, with the west line of said Feizy tract (20160823001112180) and the east line of said Sangani tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the **POINT OF BEGINNING**;

THENCE N 00°15'12"E, 643.16 feet, continuing with the west line of said Feizy tracts and the east line of said Sangani tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE departing said common line over and across said Feizy tracts the following courses and distances:

N 88°49'14"E, 33.03 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

S 45°46'52"E, 27.23 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

S 00°22'57"E, 56.63 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the beginning of a curve to the right;

With said curve to the right, an arc distance of 124.34 feet, through a central angle of 06°18'17", having a radius of 1130.00 feet, the long chord which bears S 02°46'11"W, 124.28 feet to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

S 03°43'15"W, 150.55 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE S 07°44'55"W, 296.55 feet, continuing over and across said Feizy tracts to the **Point of Beginning** and containing 22,391 square feet or 0.514 acres of land more or less.

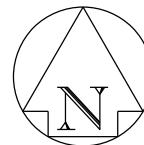
"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

7.Y.b



"Integral parts of this document"
1. Description
2. Exhibit

**R. Cowen Survey,
Abstract Number 211**

Elizabeth P. Jackson
Inst.* 2016-61312
R.P.R.D.C.T.

Walker L. &
Dolyle M. Plagge
Inst.* 2014-72990
R.P.R.D.C.T.

Approximate Survey Line
Carey Road

Approximate
County Line
Legacy Drive

N88° 49'14"E
33.03'

S45° 46'52"E
27.23'

S00° 22'57"E
56.63'

Δ = 06° 18'17"
R = 1130.00'
L = 124.34'
LC = S02° 46'11"W
124.28'

**W. Phillips Survey,
Abstract Number 1029**

Sangani Properties II, LP
Inst.* 2007-65515
R.P.R.D.C.T.

0.514 Acres

643.16'
S03° 43'15"W
150.55'

N00° 15'12"E
S07° 44'55"W
296.55'

Point of
Beginning

Feizy Land Investment LLC
Inst.* 2016082300112180
O.P.R.C.C.T.

Point of
Commencing

N00° 15'12"E
395.53'
Approximate County Line
Denton County
Collin County

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940:
Date: 5/18/2020

IDGAF Investment, Inc.
Inst.* 20141014001119940
O.P.R.C.C.T.

Feizy Land Investment LLC
Inst.* 2016082300112170
O.P.R.C.C.T.

Wm. Davenport Survey,
Abstract Number 262

Attachment: Exhibit B- Legal Description Easements (Legacy Drive Right of Way and Land Acquisition)

Exhibit of a
Grading and Construction Easement
Situating in the Wm. Davenport Survey, Abstract Number 262,
Denton and Collin Counties, Texas

Description of a Grading and Construction Easement

BEING a tract of land situated in the Wm. Davenport Survey, Abstract Number 262 and the R. Cowan Survey, Abstract Number 211, Denton County, Texas, being a portion of that tract of land described by deed to Walker L. Plagge and Dollye M. Plagge recorded in Instrument Number 2014-72990, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with no cap found at the southeast corner of said Plagge tract, being in the west line of that tract of land described by deed to Feizy Land Investments LLC recorded in Instrument Number 20160823001112170, Official Public Records, Collin County, Texas and being in the west right-of-way line of Legacy Drive (a variable width right-of-way);

THENCE S 89°19'23"W, 55.64 feet, with the south line of said Plagge tract and the west line of said Feizy tract;

THENCE N 00°40'37"W, 38.83 feet, departing said common line over and across said Plagge tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the **POINT OF BEGINNING**;

THENCE S 88°49'14"W, 112.95 feet, to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

THENCE N 01°10'46"W, 20.00 feet;

THENCE N 88°49'14"E, 130.75 feet;

THENCE S 00°22'57"E, 1.08 feet, to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

THENCE S 42°03'12"W, 25.96 feet to the **Point of Beginning** and containing 2,446 square feet or 0.056 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit B- Legal Description Easements (Legacy Drive Right of Way and Land Acquisition)

TBPELS FIRM REG. NO. 10177700

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

7.Y.b



0 60 120

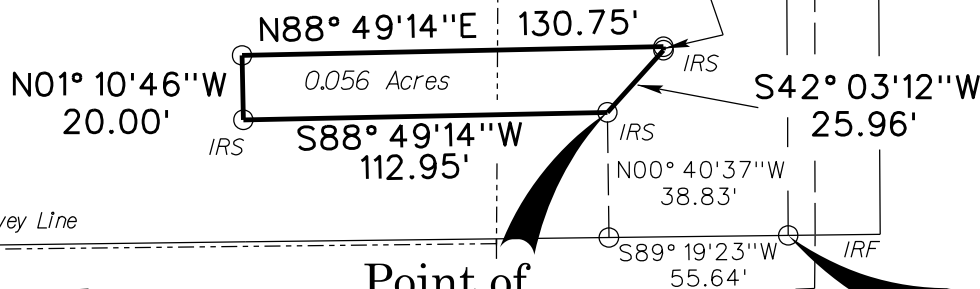
GRAPHIC SCALE IN FEET

"Integral parts of this document

1. Description
2. Exhibit

R. Cowan Survey,
Abstract Number 211

Walker L. &
Dollye M. Plagge
Inst.* 2014-72990
R.P.R.D.C.T.



Approximate Survey Line

Carey Road

Point of
Beginning

Point of
Commencing

Sangani Properties II, L.P.
Inst.* 2007-65515
R.P.R.D.C.T.

Feizy Land Investment LLC
Inst.* 20160823001112170
O.P.R.C.C.T.

W. Phillips Survey,
Abstract Number 1029

Denton County
Approximate County Line
Collin County

Wm. Davenport Survey,
Abstract Number 262

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2020

Exhibit of a

Grading and Construction Easement

Situated in the Wm. Davenport Survey, Abstract Number 262, and the
R. Cowan Survey, Abstract Number 211, Denton County, Texas



9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

JOB # CEL19001

DRAWN BY: D. Freemon

CHECKED BY: S. Stewart

DATE: 05/18/2020

Packet Pg. 355

Description of a Grading and Construction Easement

BEING a tract of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract Number 133, Collin County, Texas, being a portion of that tract (Tract 2) of land described by deed to Two-J Partners, LLLP recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the northwest corner of said Two-J Partners tract, being the southwest corner of that tract of land described by deed to Stephen Wayne Harris recorded in Instrument Number 20030320000506170, said Official Public Records and being in Legacy Drive (a variable width right-of-way);

THENCE N 89°45'21"E, 55.96 feet, with the north line of said Two-J Partners tract and the south line of said Stephen Wayne Harris tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the **POINT OF BEGINNING**;

THENCE N 89°45'21"E, 25.00 feet, continuing with said common line;

THENCE S 00°22'57"E, 1619.60 feet, departing said common line over and across said Tract 2 to the south line of said Tract 2, being the north line of that tract of land described by deed to Feizy Land Investment LLC recorded in Instrument Number 20160823001112160, said Official Public Records;

THENCE S 89°37'16"W, 25.00 feet, with said common line to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

THENCE N 00°22'57"W, 1619.66 feet, departing said common line over and across said Tract 2 to the **Point of Beginning** and containing 40,487 square feet or 0.929 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit B- Legal Description Easements (Legacy Drive Right of Way and Acquisition)



GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate
North Central Zone 4202, NAD 83

7.Y.b

IRS = Iron Rod Set

Stephen Wayne Harris
Inst.* 20030320000506170
O.P.R.C.C.T.

Point of
Commencing

Point of
Beginning

N89° 45'21"E
25.00'

SVS Group, LLC
Inst.* 2017-2793
R.P.R.D.C.T.

SF Collin County, LLC
Inst.* 2016-59493
R.P.R.D.C.T.

Maria F. Ramirez & Roman Gonzalez, Jr.
Inst.* 2009-129566
R.P.R.D.C.T.

R. Cowan Survey,
Abstract Number 211

The Willis Law Group, PLLC
Inst.* 2014-115693
R.P.R.D.C.T.

Marian Global Investment, LLC
Inst.* 2015-1821
R.P.R.D.C.T.

B.B.B. & C.R.R. Co. Survey
Abstract Number 133

Two-J Partners, LLLP
Tract 2
Inst.* 20080509000562500
O.P.R.C.C.T.

Approximate Survey Line

Feizy Land Investment LLC
Inst.* 20160823001112160
O.P.R.C.C.T.

Wm. Davenport Survey,
Abstract Number 262

S89° 37'16"W
25.00'

Approximate Survey Line

Legacy Drive

1619.66'

1619.60'

N00° 22'57"W

S00° 22'57"E

0.929 Acres

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2020

Exhibit of a

Grading and Construction Easement

Situated in the B.B.B. & C.R.R. Co. Survey, Abstract Number 133,
Collin County, Texas



9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

JOB # CEL19001

DRAWN BY: D. Freemon

CHECKED BY: S. Stewart

DATE: 05/18/2020

Packet Pg. 357

Description of a Grading and Construction Easement

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that tract of land described by deed to Stephen Wayne Harris recorded in Instrument Number 20030320000506170, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the southwest corner of said Stephen Wayne Harris tract, being the northwest corner of that tract (Tract 2) of land described by deed to Two-J Partners, LLLP recorded in Instrument Number 20080509000562600, said Official Public Records and being in Legacy Drive (a variable width right-of-way);

THENCE N 89°45'21"E, 55.96 feet, with the south line of said Stephen Wayne Harris tract and the north line of said Tract 2 to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the **POINT OF BEGINNING**;

THENCE N 00°22'57"W, 738.05 feet, departing said common line over and across said Stephen Wayne Harris tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set in the north line of said Stephen Wayne Harris tract, being the south line of that tract of land described by deed to Tollway/Outer Loop Commercial, L.P., Commercial Parcel 3 recorded in Instrument Number 20180524000635960, said Official Public Records;

THENCE N 89°33'55"E, 25.00 feet, with said common line;

THENCE S 00°22'57"E, 738.13 feet, departing said common line over and across said Stephen Wayne Harris tract to the aforementioned common south line of said Stephen Wayne Harris tract and the north line of said Tract 2;

THENCE S 89°45'21"W, 25.00 feet, with said common line to the **Point of Beginning** and containing 18,451 square feet or 0.424 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit B- Legal Description Easements (Legacy Drive Right of Way and Acquisition)

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRS = Iron Rod Set

7.Y.b



GRAPHIC SCALE IN FEET
"Integral parts of this document"
1. Description
2. Exhibit

Smiley Road, LTD
Inst.* 2005-102909
R.P.R.D.C.T.

R. Cowan Survey,
Abstract Number 211

Paul W. Stiles
Inst.* 2001-60781
R.P.R.D.C.T.

SVS Group, LLC
Inst.* 2017-2793
R.P.R.D.C.T.

Point of
Commencing

Approximate Survey Line

Tollway/Outer Loop, L.P.
Inst.* 20140827000927470
O.P.R.C.C.T.

Tollway/Outer Loop Commercial, L.P.
Commercial Parcel 3
Inst.* 20180524000635960
O.P.R.C.C.T.

Stephen Wayne Harris
Inst.* 20030320000506170
O.P.R.C.C.T.

Richard Alderson Survey,
Abstract Number 7

N89° 33'55"E
25.00'

738.05'

738.13'

0.424 Acres

N00° 22'57"W

S00° 22'57"E

S89° 45'21"W
25.00'

Point of
Beginning

Approximate Survey Line

Two-J Partners, LLLP
Tract 2
Inst.* 20080509000562500
O.P.R.C.C.T.

B.B.B. & C.R.R. Co. Survey,
Abstract Number 133

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2020

Exhibit of a Grading and Construction Easement

Situated in the Richard Alderson Survey, Abstract Number 7,
Collin County, Texas



Description of a Grading and Construction Easement

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that tract of land described by deed to Tollway/Outer Loop Commercial, L.P., Commercial Parcel 3 recorded in Instrument Number 20180524000635960, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the southwest corner of said Commercial Parcel 3, being a southeast corner of that tract of land described by deed to Tollway/Outer Loop, L.P. recorded in instrument Number 20140827000927470, said Official Public Records and being in the north line of that tract of land described by deed to Stephen Wayne Harris recorded in Instrument Number 20030320000506170, said Official Public Records;

THENCE N 00°22'59"W, 792.07 feet, with the west line of said Commercial Parcel 3 and the east line of said Tollway/Outer Loop tract to the northwest corner of said Commercial Parcel 3, being an ell corner of said Tollway/Outer Loop tract;

THENCE N 89°27'31"E, 25.00 feet, with the north line of said Commercial Parcel 3 and a south line of said Tollway/Outer Loop tract;

THENCE S 00°22'59"E, 792.12 feet, departing said common line over and across said Commercial Parcel 3 to the aforementioned common south line of said Commercial Parcel 3 and the north line of said Stephen Wayne Harris tract, from which a 1/2 inch iron rod with no cap found at an ell corner in said common line bears N 89°33'55"E, 1363.63 feet;

THENCE S 89°33'55"W, 25.00 feet, with said common line to the **Point of Beginning** and containing 19,802 square feet or 0.455 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit B- Legal Description Easements (Legacy Drive Right of Way and Acquisition)

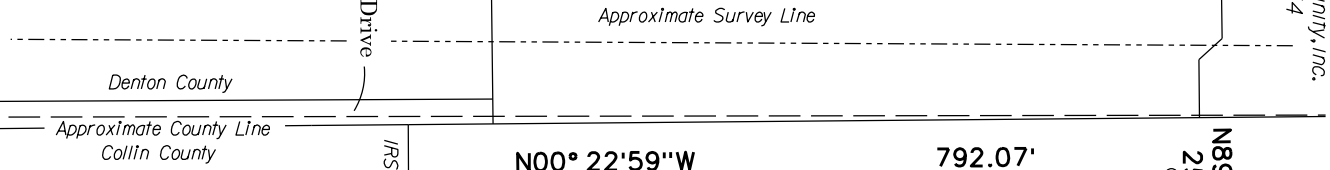
7.Y.b
Green Meadows Community, Inc.
Inst. # 2016-49254
R.P.R.D.C.T.

North Central Zone 4202, NAD 85
IRF = Iron Rod Found
IRS = Iron Rod Set
Tollway/Outer Loop, L.P.
Inst. # 20140827000927470
O.P.R.C.C.T.

R. Cowan Survey,
Abstract Number 211

Smiley Road, LTD
(remainder)
Inst. # 2005-102909
R.P.R.D.C.T.

Paul W. Stiles
Inst. # 2001-60781
R.P.R.D.C.T.



Richard Alderson Survey,
Abstract Number 7

Tollway/Outer Loop Commercial, L.P.
Commercial Parcel 3
Inst. # 20180524000635960
O.P.R.C.C.T.

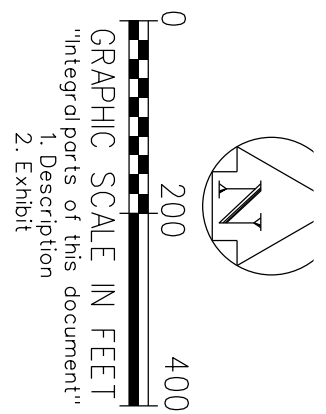
Stephen Wayne Harris
Inst. # 20030320000506170
O.P.R.C.C.T.

Point of
Beginning

Exhibit of a

Grading and Construction Easement

Situated in the Richard Alderson Survey, Abstract Number 7,
Collin County, Texas



"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2020

PELTON
LAND SOLUTIONS

9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

Description of a Grading and Construction Easement

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that tract of land described by deed to Tollway/Outer Loop L.P. recorded in Instrument Number 20140827000927470, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with no cap found at an ell corner in the west line of said Tollway/Outer Loop tract, being the southwest corner of that tract of land described by deed to Paul Vu Nguyen and Jody H Nguyen recorded in Instrument Number 20161110001532590, said Official Public Records and being in the east line of a remainder tract of land described by deed to Smiley Road, LTD recorded in Instrument Number 2005-102909, Real Property Records, Denton County, Texas;

THENCE N 89°11'39"E, 61.04 feet, with the west line of said Tollway/Outer Loop tract and the south line of said Nguyen tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the **POINT OF BEGINNING**;

THENCE N 89°11'39"E, 25.00 feet, continuing with said common line;

THENCE S 00°22'59"E, 650.01 feet, departing said common line over and across said Tollway/Outer Loop tract to a south line of said Tollway/Outer Loop tract, being the north line of that tract of land described by deed to Tollway/Outer Loop Commercial, L.P., Commercial Parcel 3 recorded in Instrument Number 20180524000635960, said Official Public Records;

THENCE S 89°27'31"W, 25.00 feet, with said common line to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at an ell corner of said Tollway/Outer Loop tract, being the northwest corner of said Commercial Parcel 3;

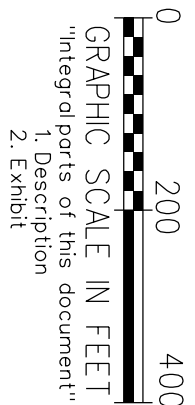
THENCE N 00°22'59"W, 649.89 feet, departing said common line over and across said Tollway/Outer Loop tract to the **Point of Beginning** and containing 16,249 square feet or 0.373 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

North Central Zone 4202, NAD 83
 E = Iron Rod Found
 S = Iron Rod Set

Richard Tillery & Brinda Tillery
 Inst.* 20050114000066900
 O.P.R.C.C.T.



Point of Beginning
 Commencing

Paul Vu Nguyen & Jody H Nguyen
 Inst.* 2016110001532590
 O.P.R.C.C.T.

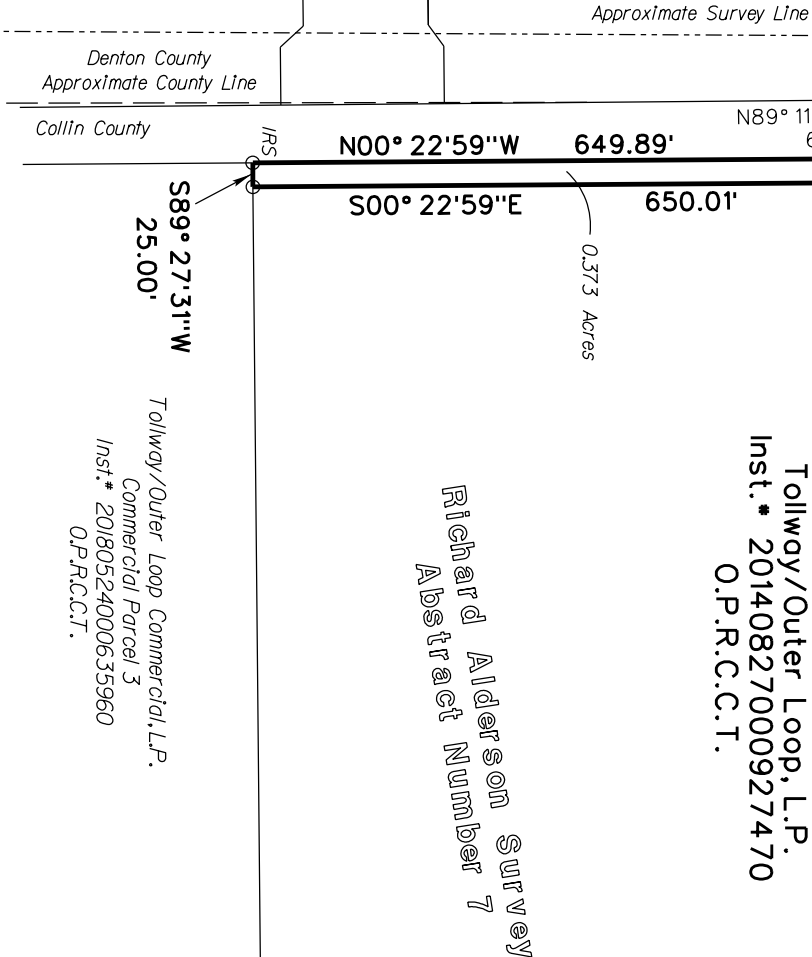
Tollway/Outer Loop, L.P.
 Inst.* 20140827000927470
 O.P.R.C.C.T.

R. Cowan Survey,
 Abstract Number 211

Smiley Road, LTD
 (remainder)
 Inst.* 2005-102909
 R.P.R.D.C.T.

Green Meadows Community, Inc.
 Inst.* 2016-49254
 R.P.R.D.C.T.

Smiley Road, LTD
 (remainder)
 Inst.* 2005-102909
 R.P.R.D.C.T.



Tollway/Outer Loop Commercial, L.P.
 Commercial Parcel 3
 Inst.* 20180524000635960
 O.P.R.C.C.T.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" 22 TAC 663.18C
 Todd A. Bridges, RPLS 4940
 Date: 5/18/2020

Exhibit of a Grading and Construction Easement

Situated in the Richard Alderson Survey, Abstract Number 7,
 Collin County, Texas

Description of a Grading and Construction Easement

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that tract of land described by deed to Paul Vu Nguyen and Jody H Nguyen recorded in Instrument Number 20161110001532590, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with no cap found at the southwest corner of said Nguyen tract, being an ell corner in the west line of that tract of land described by deed to Tollway/Outer Loop L.P., recorded in Instrument Number 20140827000927470, said Official Public Records and being in the east line of that remainder tract of land described by deed to Smiley Road, LTD recorded in Instrument Number 2005-102909, Real Property Records, Denton County, Texas;

THENCE N 89°11'39"E, 61.04 feet, with the south line of said Nguyen tract and the west line of said Tollway/Outer Loop tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the **POINT OF BEGINNING**;

THENCE N 00°22'57"W, 149.83 feet, departing said common line over and across said Nguyen tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set in the north line of said Nguyen tract, being the south line of that tract of land described by deed to Richard Tillery and Brinda Tillery recorded in Instrument Number 20050114000066900, said Official Public Records;

THENCE N 89°11'39"E, 25.00 feet, with said common line;

THENCE S 00°22'57"E, 149.83 feet, departing said common line over and across said Nguyen tract to the aforementioned common south line of said Nguyen tract and the north line of said Tollway/Outer Loop tract;

THENCE S 89°11'39"W, 25.00 feet, with said common line to the **Point of Beginning** and containing 3,746 square feet or 0.086 acres of land more or less.

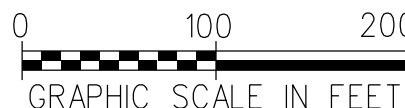
"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

7.Y.b



"Integral parts of this document"
1. Description
2. Exhibit

G Bar 7, LTD.
Inst.* 2005-13872
R.P.R.D.C.T.

Denton County
Approximate County Line
Collin County

Gary Lynn Mitchell, et ux
Inst.* 20000907000970860
O.P.R.C.C.T.

Richard Tillery & Brinda Tillery
Inst.* 20050114000066900
O.P.R.C.C.T.

R. Cowan Survey,
Abstract Number 211

Smiley Road, LTD
(remainder)
Inst.* 2005-102909
R.P.R.D.C.T.

Point of
Commencing

IRF

N89° 11'39"E
25.00'

N00° 22'57"W
149.83'

0.086 Acres

S00° 22'57"E
149.83'

Paul Vu Nguyen & Jody H Nguyen
Inst.* 20161110001532590
O.P.R.C.C.T.

S89° 11'39"W
25.00'

Point of
Beginning

Tollway/Outer Loop, L.P.
Inst.* 20140827000927470
O.P.R.C.C.T.

Richard Alderson Survey,
Abstract Number 7

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2020

Exhibit of a Grading and Construction Easement

Situated in the Richard Alderson Survey, Abstract Number 7,
Collin County, Texas

Description of a Grading and Construction Easement

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that tract of land described by deed to Richard Tillery and Brinda Tillery recorded in Instrument Number 20050114000066900, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the southwest corner of said Richard Tillery tract, being the northwest corner of that tract of land described by deed to Paul Vu Nguyen and Jody H Nguyen recorded in Instrument Number 20161110001532590, said Official Public Records and being in the east line of that remainder tract of land described by deed to Smiley Road, LTD recorded in Instrument Number 2005-102909, Real Property Records, Denton County, Texas;

THENCE N 89°11'39"E, 61.40 feet, with the south line of said Richard Tillery tract and the north line of said Nguyen tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the **POINT OF BEGINNING**;

THENCE N 00°22'57"W, 150.25 feet, departing said common line over and across said Richard Tillery tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set in the north line of said Richard Tillery tract, being the south line of that tract of land described by deed to Gary Lynn Mitchell and Laura D. Mitchell recorded in Instrument Number 20000907000970860, said Official Public Records;

THENCE N 89°11'39"E, 25.00 feet, with said common line;

THENCE S 00°22'57"E, 150.25 feet, departing said common line over and across said Richard Tillery tract to the aforementioned common south line of said Richard Tillery tract and the north line of said Nguyen tract;

THENCE S 89°11'39"W, 25.00 feet, with said common line to the **Point of Beginning** and containing 3,756 square feet or 0.086 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRS = Iron Rod Set



GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

G Bar 7, LTD.
Inst.* 2005-13872
R.P.R.C.C.T.

Gary Lynn Mitchell & Laura D. Mitchell
Inst.* 20000907000970860
O.P.R.C.C.T.

Tollway/Outer Loop Commercial, L.P.
Parcel 2
Inst.* 20171129001580260
O.P.R.C.C.T.

R. Cowan Survey,
Abstract Number 211

Point of
Commencing

Smiley Road, LTD
(remainder)
Inst.* 2005-102909
R.P.R.C.C.T.

N89° 11' 39" E
25.00'

IRS
N00° 22' 57" W
150.25'

S00° 22' 57" E
150.25'

Richard Tillery & Brinda Tillery
Inst.* 20050114000066900
O.P.R.C.C.T.

IRS
N89° 11' 39" E
61.40'

S89° 11' 39" W
25.00'

Point of
Beginning

Paul Vu Nguyen & Jody H. Nguyen
Inst.* 20161110001532590
O.P.R.C.C.T.

Tollway/Outer Loop, L.P.
Inst.* 20140827000927470
O.P.R.C.C.T.

Richard Alderson Survey,
Abstract Number 7

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940:
Date: 5/18/2020

Exhibit of a Grading and Construction Easement

Situated in the Richard Alderson Survey, Abstract Number 7,
Collin County, Texas



JOB # CEL19001

DRAWN BY: D. Freeman

CHECKED BY: S. Stewart

DATE: 05/18/2020

Packet Pg. 367

Description of a Grading and Construction Easement

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that tract of land described by deed to Gary Lynn Mitchell and Laura D. Mitchell recorded in Instrument Number 20000907000970860, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod with no cap found at the northwest corner of said Mitchell tract, being the southwest corner of that remainder tract of land described by deed to Tollway/Outer Loop, L.P., recorded in Instrument Number 20140827000927470, said Official Public Records and being in the east line of that tract of land described by deed to G Bar 7, LTD., recorded in Instrument Number 2005-13872, Real Property Records, Denton County, Texas;

THENCE N 89°14'12"E, 62.13 feet, with the north line of said Mitchell tract and the south line of said remainder tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at a southeast corner of said remainder, being the southwest corner of that tract of land described by deed to Tollway/Outer Loop Commercial, L.P., Parcel 2 recorded in Instrument Number 20171129001580260, said Official Public Records, and the **POINT OF BEGINNING**;

THENCE N 89°14'12"E, 25.00 feet, continuing with the north line of said Mitchell tract and with the south line of said Parcel 2 tract;

THENCE S 00°22'57"E, 147.25 feet, departing said common line over and across said Mitchell tract to the south line of said Mitchell tract, being the north line of that tract of land described by deed to Richard Tillery and Brinda Tillery recorded in Instrument Number 20050114000066900, said Official Public Records;

THENCE S 89°11'39"W, 25.00 feet, with said common line to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE N 00°22'57"W, 147.27 feet, departing said common line over and across said Mitchell tract to the **Point of Beginning** and containing 3,681 square feet or 0.085 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

7.Y.b



GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

*R. Cowan Survey,
Abstract Number 211*

Point of
Commencing

*G Bar 7, LTD.
Inst.* 2005-13872
R.P.R.D.C.T.*

Denton County
Approximate County Line
Collin County

*Tollway/Outer Loop, L.P.
(remainder)
Inst.* 20140827000927470
O.P.R.C.C.T.*

Point of
Beginning

*Tollway/Outer Loop Commercial, L.P.
Parcel 2
Inst.* 20171129001580260
O.P.R.C.C.T.*

**Gary Lynn Mitchell
& Laura D. Mitchell**
Inst.* 20000907000970860
O.P.R.C.C.T.

N00° 22'57"W
147.27'
0.085 Acres

S00° 22'57"E
147.25'

S89° 11'39"W
25.00'

*Richard Tillery & Brinda Tillery
Inst.* 20050114000066900
O.P.R.C.C.T.*

*Smiley Road, LTD
(remainder)
Inst.* 2005-102909
R.P.R.D.C.T.*

*Paul Vu Nguyen & Jody H Nguyen
Inst.* 20161110001532590
O.P.R.C.C.T.*

*Richard Alderson Survey,
Abstract Number 7*

*Tollway/Outer Loop, L.P.
Inst.* 20140827000927470
O.P.R.C.C.T.*

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2020

Exhibit of a Grading and Construction Easement

Situated in the Richard Alderson Survey, Abstract Number 7,
Collin County, Texas

Description of a Grading and Construction Easement

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that tract of land described by deed to Tollway/Outer Loop Commercial, L.P., Parcel 2 recorded in Instrument Number 20171129001580260, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the southwest corner of said Parcel 2, being the southeast corner of that remainder tract of land described by deed to Tollway/Outer Loop, L.P. recorded in Instrument Number 20140827000927470, said Official Public Records and being in the north line of that tract of land described by deed to Gary Lynn Mitchell and Laura D. Mitchell recorded in Instrument Number 20000907000970860, said Official Public Records, from which a 3/8 inch iron rod with no cap bears S 89°14'12"W, 62.13 feet;

THENCE N 00°22'57"W, 889.48 feet, with the west line of said Parcel 2 and the east line of said Tollway/Outer Loop tract;

THENCE N 03°30'14"E, 166.48 feet, continuing with said common line;

THENCE N 00°18'33"W, 200.15 feet, with said common line to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the northwest corner of said Parcel 2, being the northeast corner of said Tollway/Outer Loop tract and being in the south line of that 500 foot Right-of-Way dedication to Collin County, Texas recorded in Instrument Number 20160930001319650, said Official Public Records, the beginning of a non-tangent curve to the left;

THENCE with the north line of said Parcel 2 and said south line, with said non-tangent curve to the left, an arc distance of 13.46 feet, through a central angle of 00°11'34", having a radius of 4000.00 feet, the long chord which bears N 89°14'35"E, 13.46 feet;

THENCE S 00°22'57"E, 1255.65 feet, departing said common line over and across said Parcel 2 to the south line of said Parcel 2, being the aforementioned north line of said Mitchell tract;

THENCE S 89°14'12"W, 25.00 feet, with said common line to the **Point of Beginning** and containing 28,171 square feet or 0.647 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

500' Right-of-Way
Collin County, Texas
Inst.* 20160930001319650
O.P.R.C.C.T.



7.Y.b



"Integral parts of this document
1. Description
2. Exhibit

R. Cowan Survey,
Abstract Number 211

G Bar 7, LTD.
Inst.* 2005-13872
R.P.R.D.C.T.

Tollway/Outer Loop, L.P.
(remainder)
Inst.* 20140827000927470
O.P.R.C.C.T.

Richard Alderson Survey,
Abstract Number 7

Tollway/Outer Loop Commercial, L.P.
Parcel 2
Inst.* 20171129001580260
O.P.R.C.C.T.

Approximate Survey Line

Denton County
Approximate County Line
Collin County

N00° 18' 33" W
200.15'

N03° 30' 14" E
166.48'

889.48'

1255.65'

0.647 Acres

N00° 22' 57" W

S00° 22' 57" E

S89° 14' 12" W
62.13'

S89° 14' 12" W
25.00'

Point of
Beginning

Gary Lynn and Laura D. Mitchell
Inst.* 20000907000970860
O.P.R.C.C.T.

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2020

Description of a Grading and Construction Easement

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that remainder tract of land described by deed to Tollway/Outer Loop, L.P., recorded in Instrument Number 20140827000927470, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at to a 5/8 inch iron rod with a red plastic cap found at the northwest corner of said remainder tract, being the southwest corner of that 500 foot right-of-way dedication described by deed to Collin County, Texas recorded in Instrument Number 20160930001319650, said Official Public Records and being in the east line of that tract of land described by deed to G Bar 7, LTD., recorded in Instrument Number 2005-13872, Real Property Records, Denton County, Texas;

THENCE N 89°36'13"E, 56.17 feet, with the north line of said remainder tract and the south line of said Collin County tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the beginning of a curve to the left;

THENCE with said common line and curve to the left, an arc distance of 6.90 feet, through a central angle of 00°05'56", having a radius of 4000.00 feet, the long chord which bears N 89°33'15"E, 6.90 feet to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the **POINT OF BEGINNING**;

THENCE continuing with said common line and curve to the left, an arc distance of 11.54 feet, through a central angle of 00°09'55", having a radius of 4000.00 feet, the long chord which bears N 89°25'19"E, 11.54 feet to the northwest corner of that tract of land described by deed to Tollway/Outer Loop Commercial, L.P., Parcel 2 recorded in Instrument Number 20171129001580260, said Official Public Records;

THENCE S 00°18'33"E, 200.15 feet, along the common line of said remainder tract and said Tollway/Outer Loop Commercial tract;

THENCE S 03°30'14"W, 166.48 feet, along said common line;

THENCE N 00°22'57"W, 366.21 feet to the **Point of Beginning** and containing 3,221 square feet or 0.074 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set



7.Y.b



GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

**R. Cowan Survey,
Abstract Number 211**

*G Bar 7, LTD.
Inst.# 2005-13872
R.P.R.D.C.T.*

*500' Right-of-Way
Collin County, Texas
Inst.# 20160930001319650
O.P.R.C.C.T.*

**Point of
Beginning**

$\Delta = 00^{\circ} 05' 56''$
 $R = 4000.00'$
 $L = 6.90'$
 $LC = N89^{\circ} 33' 15'' E$
 $6.90'$

$\Delta = 00^{\circ} 09' 55''$
 $R = 4000.00'$
 $L = 11.54'$
 $LC = N89^{\circ} 25' 19'' E$
 $11.54'$

**Point of
Commencing**

IRF

IRS

IRS

$N89^{\circ} 36' 13'' E$
 $56.17'$

$366.21'$

0.074 Acres

**Tollway/Outer Loop, L.P.
(remainder)
Inst.# 20140827000927470
O.P.R.C.C.T.**

**Richard Alderson Survey,
Abstract Number 7**

$N00^{\circ} 22' 57'' W$
 $300.15'$
 $S00^{\circ} 18' 33'' E$
 $200.15'$
 $S03^{\circ} 30' 14'' W$
 $166.48'$

*Tollway/Outer Loop Commercial, L.P.
Parcel 2
Inst.# 20171129001580260
O.P.R.C.C.T.*

*Denton County
Approximate County Line*

Collin County

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2020

Exhibit of a Grading and Construction Easement

Situated in the Richard Alderson Survey, Abstract Number 7,
Collin County, Texas



JOB # CEL19001

DRAWN BY: D. Freemon

CHECKED BY: S. Stewart

DATE: 05/18/2020

Packet Pg. 373

Description of a Street Easement

BEING a tract of land situated in the Wm. Davenport Survey, Abstract Number 262, Collin County, Texas, being a portion of that tract of land described by deed to Carl P. Parrish & Dale Parrish recorded in Volume 5335, Page 7579, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "PELTON" found at the southwest corner of said Parrish tract, being the northwest corner of that 1.477 acre Right-of-Way dedication to the City of Celina, Texas recorded in Instrument Number 20140708000701510, said Official Public Records and being in the east line of that 1.217 acre Right-of-Way dedication to the City of Celina, Texas recorded in Instrument Number 2014-65868, Real Property Records, Denton County, Texas;

THENCE N 89°08'46"E, 60.02 feet, with the south line of said Parrish tract and the north line of said 1.477 acre Right-of-Way dedication to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the northeast corner of said 1.477 acre Right-of-Way dedication, being the northwest corner of Lot 3X, Block P, Creeks of Legacy, an addition to the City of Celina, Collin County, Texas, recorded in Instrument Number 20190405010001660, said Official Public Records;

THENCE N00°30'48"E, 68.00 feet, departing said common line over and across said Parrish tract to the **POINT OF BEGINNING**;

THENCE N 00°30'48"E, 247.60 feet;

THENCE S 89°29'12"E, 9.00 feet;

THENCE S 00°30'48"W, 169.96 feet, to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 57.57 feet, through a central angle of 11°22'30", having a radius of 290.00 feet, the long chord which bears S 06°12'03"W, 57.48 feet to the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left, an arc distance of 20.71 feet, through a central angle of 04°23'41", having a radius of 270.00 feet, the long chord which bears S 09°41'28"W, 20.70 feet to the **Point of Beginning** and containing 1,967 square feet or 0.045 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

TBPELS FIRM REG. NO. 10177700

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set



7.Y.b



"Integral parts of this document"
1. Description
2. Exhibit

Wm. Davenport Survey,
Abstract Number 262

Carl P. Parrish & Dale Parrish
V.5335, P.7579
O.P.R.C.C.T.

W. Phillips Survey,
Abstract Number 1029

Honey Creek
Way

Creeks of Legacy West
Inst. # 2018-394
R.P.R.D.C.T.

City of Celina, Texas
(Right-of-Way)
INST. # 2014-65868
(1.217 Acres) R.P.R.D.C.T.

Approximate Survey Line

Denton County

Approximate County Line
Collin County

Legacy Drive

2X

Point of
Beginning

S89° 29'12"E
9.00'

N00° 30'48"E
247.60'
0.045 Acres

S00° 30'48"W
169.96'

Δ = 11° 22'30"
R = 290.00'
L = 57.57'
LC = S06° 12'03"W
57.48'

Δ = 04° 23'41"
R = 270.00'
L = 20.71'
LC = S09° 41'28"W
20.70'

Point of
Commencing

IRF

IRS

N89° 08'46"E
60.02'

City of Celina, Texas
(Right-of-Way)
INST. # 20140708000701510
(1.477 Acres) O.P.R.C.C.T.

Creeks of Legacy
Inst. # 20190405010001660
R.P.R.D.C.T.

3X (P)

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2020

Exhibit of a Street Easement

Situated in the Wm. Davenport Survey,
Abstract Number 262, Collin County, Texas



JOB # CEL19001

DRAWN BY: D. Freemon

CHECKED BY: S. Stewart

DATE: 05/18/2020

Packet Pg. 375

Description of a Street Easement

BEING a tract of land situated in the W. Phillips Survey, Abstract Number 1029, Denton County, Texas, being a portion of that tract of land described by deed Sangani Properties II, LP recorded in Instrument Number 2007-65515, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the southeast corner of said Sangani tract, being the north line of that 1.217 acre Right-of-Way dedication to the City of Celina, Texas recorded in Instrument Number 2014-65868, said Real Property Records and being an ell corner in the west line of that tract of land described by deed to IDGAF Investment, Inc recorded in Instrument Number 20141014001119940, Official Public Records, Collin County, Texas;

THENCE N 00°20'34"E, 709.33 feet, with the east line of said Sangani tract and the west line of said IDGAF Investment tract to a 5/8 inch iron rod with red cap found at the northwest corner of said IDGAF Investment tract, being the southwest corner of that tract of land described by deed to Feizy Land Investment LLC recorded in Instrument Number 20160823001112180, said Official Public Records;

THENCE N00°15'12"E, 395.53 feet, continuing with the east line of said Sangani tract and with the west line of said Feizy Investment tract to the **POINT OF BEGINNING**;

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

S 07°44'54"W, 131.04 feet;

N 82°15'06"W, 11.00 feet;

N 07°44'54"E, 170.00 feet, to the beginning of a curve to the right;

With said curve to the right, an arc distance of 25.47 feet, through a central angle of 11°29'26", having a radius of 127.00 feet, the long chord which bears N 13°29'37"E, 25.43 feet to the aforementioned common east line of said Sangani tract and the west line of said Feizy Investment tract;

THENCE S 00°15'12"W, 64.81 feet, with said common line to the **Point of Beginning** and containing 1,855 square feet or 0.043 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

TBPCLS FIRM REG. NO. 10177700

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

Δ = 11° 29' 26"
R = 127.00'
L = 25.47'
LC = N13° 29' 37"E
25.43'

Sangani Properties II, LP
Inst.# 2007-65515
R.P.R.D.C.T.

0.043 Acres

N82° 15' 06"W
11.00'

N07° 44' 54"E
170.00'

S00° 15' 12"W
64.81'

S07° 44' 54"W
131.04'

N00° 15' 12"E
395.53'

Denton County
Approximate County Line
Collin County

IRF

709.33'

N00° 20' 34"E

IRS

W. Phillips Survey,
Abstract Number 1029

Wm. Davenport Survey
Abstract Number 265

IDGAF Investment, Inc.
Inst.# 2014/014001119940
O.P.R.C.C.T.

City of Celina (Right-of-Way)
INST.# 2014-65868
(1.217 Acres) R.P.R.D.C.T.

Creeks of Legacy West
Inst.# 2018-394
R.P.R.D.C.T.

5

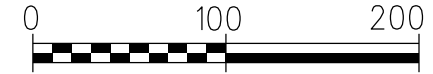
A

IX

Cimarron River Drive

Legacy Drive

Point of
Commencing



GRAPHIC SCALE IN FEET

"Integral parts of this document"
1. Description
2. Exhibit

Feizy Land Investment LLC
Inst.# 2016082300112180
O.P.R.C.C.T.

"Preliminary, this document shall not be
recorded for any purpose and shall no
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18
Todd A. Bridges, RPLS 4940.
Date: 5/18/2020

Exhibit of a Street Easement

Situated in the W. Phillips Survey,
Abstract Number 1029, Denton County, Texas

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PELTON
LAND SOLUTIONS
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

JOB #CEL19001	DRAWN BY: D. Freemon	CHECKED BY: S. Stewart	DATE: 05-14-20	PAGE #2 of 2
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Attachment: Exhibit B- Legal Description Easements (Legacy Drive Right of Way and Land Acquisition)

Description of Two Street Easements

BEING two tracts of land situated in the Wm. Davenport Survey, Abstract Number 262, Collin County, Texas, being a portion of that tract of land described by deed to Feizy Land Investment LLC recorded in Instrument Number 20160823001112180, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

TRACT 1

COMMENCING at a 1/2 inch iron rod with red cap found at the southwest corner of said Feizy tract, being the northwest corner of that tract of land described by deed to IDGAF Investment, Inc. recorded in Instrument Number 20141014001119940, said Official Public Records and being in the east line of that tract of land described by deed to Sangani Properties II, LP, recorded in Instrument Number 2007-65515, Real Property Records, Denton County, Texas;

THENCE N 00°15'12"E, 395.53 feet, with the west line of said Feizy tract and the east line of said Sangani tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the **POINT OF BEGINNING**;

THENCE N 00°15'12"E, 64.81 feet, continuing with said common line to the beginning of a non-tangent curve to the right;

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

With said non-tangent curve to the right, an arc distance of 13.97 feet, through a central angle of 06°18'04", having a radius of 127.00 feet, the long chord which bears N 22°23'22"E, 13.96 feet to the beginning of a reverse curve to the left;

With said reverse curve to the left, an arc distance of 31.77 feet, through a central angle of 17°40'30", having a radius of 103.00 feet, the long chord which bears N 16°42'09"E, 31.65 feet;

THENCE S 07°44'55"W, 109.03 feet, continuing over and across said Feizy tract to the **Point of Beginning** and containing 415 square feet of land more or less.

TRACT 2

COMMENCING at a 1/2 inch iron rod with red cap found at the southwest corner of said Feizy tract, being the northwest corner of that tract of land described by deed to IDGAF Investment, Inc. recorded in Instrument Number 20141014001119940, said Official Public Records and being in the east line of that tract of land described by deed to Sangani Properties II, LP, recorded in Instrument Number 2007-65515, Real Property Records, Denton County, Texas;

Attachment: Exhibit B- Legal Description Easements (Legacy Drive Right of Way and Acquisition)

THENCE N 89°11'00"E, 82.39 feet, with the south line of said Feizy tract and the north line of said IDGAF Investment tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

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

N 00°30'59"E, 31.66 feet, to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the beginning of a curve to the right;

With said curve to the right, an arc distance of 103.80 feet, through a central angle of 05°13'01", having a radius of 1140.00 feet, the long chord which bears N 03°07'18"E, 103.76 feet to the **POINT OF BEGINNING**;

Continuing with said curve to the right, an arc distance of 40.16 feet, through a central angle of 02°01'06", having a radius of 1140.00 feet, the long chord which bears N 06°44'22"E, 40.15 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

N 07°44'54"E, 183.87 feet;

S 82°15'06"E, 11.00 feet;

S 07°44'54"W, 153.87 feet, to the beginning of a curve to the right;

With said curve to the right, an arc distance of 37.58 feet, through a central angle of 17°38'52", having a radius of 122.00 feet, the long chord which bears S 16°34'20"W, 37.43 feet to the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left, an arc distance of 33.64 feet, through a central angle of 19°39'57", having a radius of 98.00 feet, the long chord which bears S 15°33'48"W, 33.47 feet to the **Point of Beginning** and containing 2,087 square feet or 0.048 acres of land more or less.

"Integral parts of this document"

1. Description – 2 Pages
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

W. Phillips Survey,
Abstract Number 1029

Sangani Properties II, LP
Inst.* 2007-65515
R.P.R.C.C.T.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	06° 18' 04"	127.00'	13.97'	N 22° 23' 22" E	13.96'
C2	17° 40' 30"	103.00'	31.77'	N 16° 42' 09" E	31.65'
C3	02° 01' 06"	1140.00'	40.16'	N 06° 44' 22" E	40.15'
C4	17° 38' 52"	122.00'	37.58'	S 16° 34' 20" W	37.43'
C5	19° 39' 57"	98.00'	33.64'	S 15° 33' 48" W	33.47'

Point of
Commencing
Tract 1 & 2

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940.
Date: 5/18/2020



"Integral parts of this document"
1. Description - 2 Pages
2. Exhibit

Feizy Land Investment LLC
Inst.* 2016082300112180
O.P.R.C.C.T.

Wm. Davenport Survey,
Abstract Number 262

Attachment: Exhibit B- Legal Description Easements (Legacy Drive Right of Way and Land Acquisition)

Point of
Beginning
Tract 1

Point of
Beginning
Tract 2

Δ = 05° 13' 01"
R = 1140.00'
L = 103.80'
LC = N03° 07' 18" E
103.76'

IDGAF Investment, Inc.
Inst.* 20141014001119940
O.P.R.C.C.T.

Description of a Public Access, Grading and Drainage Easement

BEING a tract of land situated in the W. Phillips Survey, Abstract Number 1029, City of Celina, Denton County, Texas, Being all of Lot 1X, Block A, Creeks of Legacy West Phase 1, an addition to the City of Celina recorded in Instrument Number 2018-394, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PELTON" found at the northeast corner of said Lot 1X, Block A, being in the south line of that tract of land described by deed to Sangani Properties II, L.P., recorded in Instrument Number 2007-65516, said Real Property Records, being the northwest corner of that (1.217 Acre) tract of land described by deed to the City of Celina recorded in Instrument Number 2014-65868, said Real Property Records and the west right-of-way line of Legacy Drive (a variable width right-of-way);

THENCE S 00°30'23"W, 541.59 feet, with the east line of said Lot 1X, Block A and said west right-of-way line to a 5/8 inch iron rod with plastic cap stamped "PELTON" found at the southeast corner of said Lot 1X, Block A, being the north end of a corner clip at the intersection of said west right-of-way line and the north right-of-way line of Honey Creek Way (a 50 foot right-of-way);

THENCE S 45°33'00"W, 15.51 feet, with said corner clip to a 5/8 inch iron rod with plastic cap stamped "PELTON" found at the southwest corner of said Lot 1X, Block A, being the most easterly southeast corner of Lot 1, said Block A;

THENCE N 00°30'15"E, 236.00 feet, departing said corner clip with the west line of said Lot 1X, Block A, to a 5/8 inch iron rod with plastic cap stamped "PELTON" found at an ell corner of said Lot 1X, Block A, being the northeast corner of Lot 4, said Block A;

THENCE N 89°29'45"W, 125.00 feet, with said west line and the north line of said Lot 4, Block A, to a 5/8 inch iron rod with plastic cap stamped "PELTON" found at an ell corner of said Lot 1X, Block A, being the northwest corner of Lot 4, Block A and being in the east right-of-way line of Wood River Trail (a 50 foot right-of-way);

THENCE N 00°30'15"E, 140.00 feet, continuing with said west line and with said east right-of-way line, to a 5/8 inch iron rod with plastic cap stamped "PELTON" found at the beginning of a curve to the left;

THENCE with said common line and said curve to the left, an arc distance of 78.54 feet, through a central angle of 90°00'00", having a radius of 50.00 feet, the long chord which bears N 44°29'45"W, 70.71 feet, to a 5/8 inch iron rod with plastic cap stamped "PELTON" found in the north right-of-way line of Cimarron River Drive (a 50 foot right-of-way);

Attachment: Exhibit B- Legal Description Easements (Legacy Drive Right of Way and Acquisition)

THENCE N 89°29'45"W, 52.98 feet, continuing with said west line and with said north right-of-way line, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" found at the beginning of a curve to the left;

THENCE with said common line and curve to the left, an arc distance of 27.00 feet, through a central angle of 00°40'53", having a radius of 2270.00 feet, the long chord which bears N 89°50'11"W, 27.00 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" found at an ell corner of said Lot 1X, Block A, being the southeast corner of Lot 5, said Block A;

THENCE N 00°10'38"W, 121.64 feet, departing said common line with the west line of said Lot 1X, Block A and the east line of said Lot 5, Block A, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" found at the northwest corner of said Lot 1X, Block A, being the northeast corner of said Lot 5, Block A and being in the south line of aforementioned Sangani Properties tract;

THENCE N 89°24'55"E, 267.47 feet, with the north line of said Lot 1X, Block A and said south line to the **Point of Beginning** and containing 61,983 square feet or 1.423 acres of land more or less.

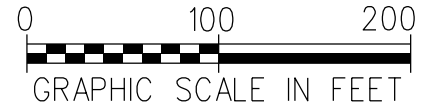
"Integral parts of this document"

1. Description – 2 Pages
2. Exhibit

IBPELS FIRM REG. NO. 10177700
Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found

7.Y.b



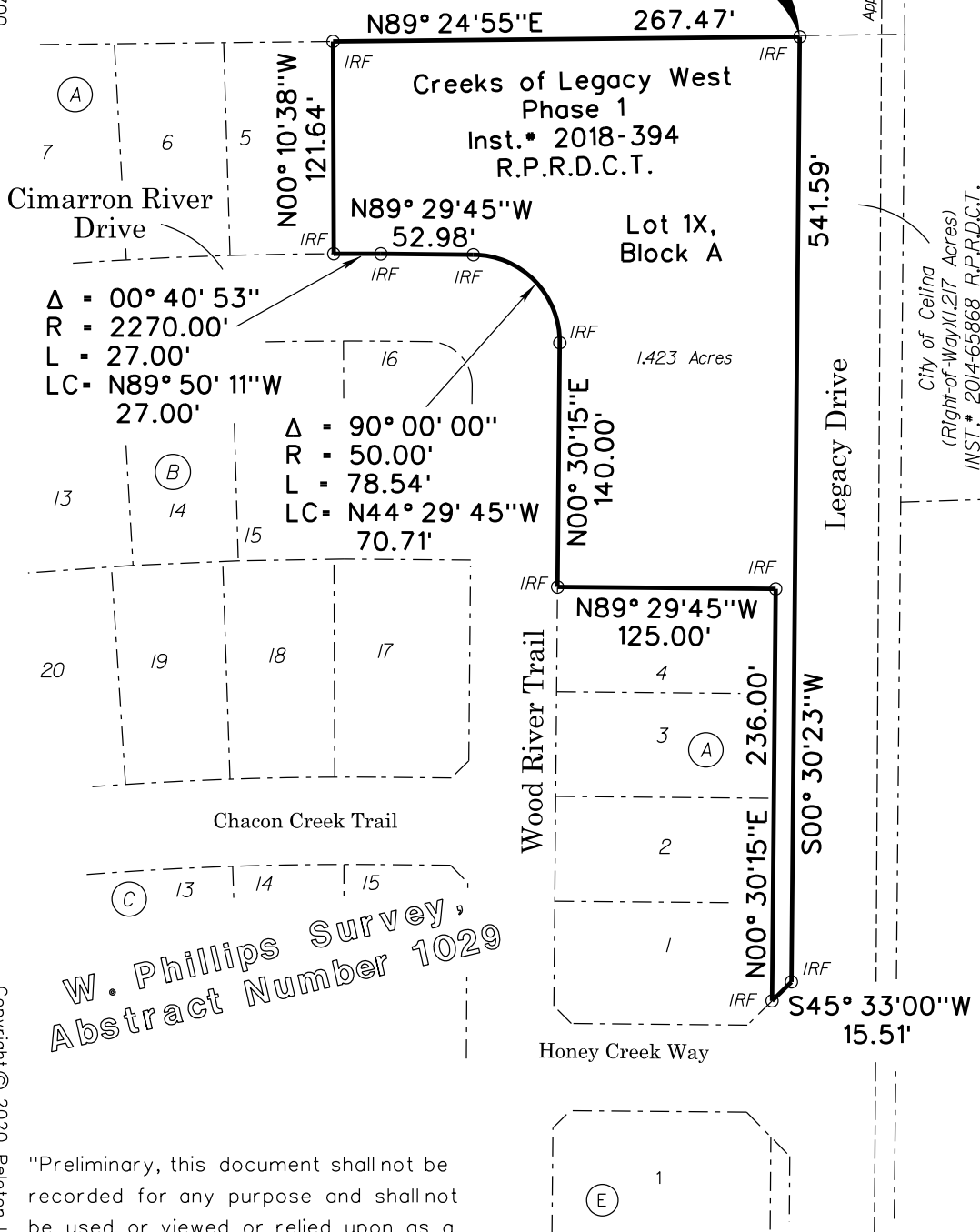
GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description - 2 Pages
2. Exhibit

Sangani Properties II, L.P.
Inst. # 2007-65515
R.P.R.D.C.T.

Point of
Beginning



IDGAF Investment, Inc.
Inst. # 2014/014001/19940
O.P.R.C.C.T.

Carl P. Parrish and
Dale Parrish
Vol. 5335, Pg. 7579
O.P.R.C.C.T.

Wm. Davenport Survey,
Abstract Number 262

W. Phillips Survey,
Abstract Number 1029

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/28/2020

Exhibit of a Public Access, Grading and Drainage Easement

Situated in the W. Phillips Survey, Abstract Number 1029,
City of Celina, Denton County, Texas.



JOB # CEL19001

DRAWN BY: D. Freemon

CHECKED BY: T. Bridges

DATE: 05-28-2020

PAGE #2 of 2

G:\JOB\CEL19001_Legacy_Drive\Master Dev_Survey\Easements\CEL19001_EA19.dgn

Default

5/28/2020

Packet Pg. 383

Attachment: Exhibit B- Legal Description Easements (Legacy Drive Right of Way and Land Acquisition)

Description of a 4.198 Acre Right-of-Way Dedication

BEING a tract of land situated in the Wm. Davenport Survey, Abstract Number 262, Collin County and the W. Phillips Survey, Abstract Number 1029, Denton County, Texas, being a portion of those tracts of land described by deed to Feizy Land Investment LLC recorded in Instrument Numbers 20160823001112160, 20130823001112170 and 20160823001112180, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with red cap found at the southwest corner of said Feizy tract (20160823001112180), being the northwest corner of that tract of land described by deed to IDGAF Investment, Inc. recorded in Instrument Number 20141014001119940, said Official Public Records and being in the east line of that tract of land described by deed to Sangani Properties II, LP, recorded in Instrument Number 2007-65515, Real Property Records, Denton County, Texas;

THENCE N 00°15'12"E, 395.53 feet, with the west line of said Feizy tract (20160823001112180) and the east line of said Sangani tract, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE departing said common line over and across said Feizy tracts (20160823001112180 and 20160823001112170) the following courses and distances:

N 07°44'55"E, 296.55 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 03°43'15"E, 150.55 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the beginning of a curve to the left;

With said curve to the left, an arc distance of 124.34 feet, through a central angle of 06°18'17", having a radius of 1130.00 feet, the long chord which bears N 02°46'11"E, 124.28 feet to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 00°22'57"W, 56.63 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 45°46'52"W, 27.23 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

S 88°49'14"W, 33.03 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the aforementioned west line of said Feizy tract (20160823001112170);

THENCE N 00°15'09", 21.48 feet, with said west line to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the south line of that tract of land described by deed to Walker L & Dollye M. Plagge recorded in Instrument Number 2014-72990, said Real Property Records;

THENCE N 89°19'23"E, continuing with the west line of said Feizy tract (20160823001112170) and said south line, at 90.50 feet a 1/2 inch iron rod with no cap found at the southeast corner of said Plagge tract, in all 119.05 feet to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at an ell corner of said Feizy tract (20160823001112170), being in Legacy Drive (a variable width right-of-way);

THENCE N 00°21'25"W, 854.01 feet, with the west line of said Feizy tracts (20160823001112170 and 20160823001112160) and said Legacy Drive to a 5/8 inch iron rod with plastic cap stamped

“PELTON” set at the northwest corner of said Feizy tract (20160823001112160), being the southwest corner of that tract of land described by deed to Two-J Partners, LLLP recorded in Instrument Number 20080509000562500, said Official Public Records;

THENCE N 89°27’31”E, 62.75 feet, departing said right-of-way line with the north line of said Feizy tract (20160823001112160) and the south line of said Two-J Partners tract, to a 5/8 inch iron rod with plastic cap stamped “PELTON” set;

THENCE departing said common line over and across said Feizy tracts the following courses and distances:

S 00°22’57”E, 463.71 feet, to a 5/8 inch iron rod with plastic cap stamped “PELTON” set;

S 04°11’47”E, 150.33 feet, to a 5/8 inch iron rod with plastic cap stamped “PELTON” set;

S 00°22’57”E, 337.86 feet, to a 5/8 inch iron rod with plastic cap stamped “PELTON” set at the beginning of a curve to the right;

With said curve to the right, an arc distance of 122.32 feet, through a central angle of 05°31’06”, having a radius of 1270.00 feet, the long chord which bears S 02°22’36”W, 122.27 feet to a 5/8 inch iron rod with plastic cap stamped “PELTON” set;

S 10°59’28”W, 153.45 feet, to a 5/8 inch iron rod with plastic cap stamped “PELTON” set

S 07°44’54”W, 520.31 feet to a 5/8 inch iron rod with plastic cap stamped “PELTON” set at the beginning of a curve to the left;

With said curve to the left, an arc distance of 143.95 feet, through a central angle of 07°14’06”, having a radius of 1140.00 feet, the long chord which bears S 04°07’51”W, 143.86 feet to a 5/8 inch iron rod with plastic cap stamped “PELTON” set;

S 00°30’59”W, 31.66 feet, to a 5/8 inch iron rod with plastic cap stamped “PELTON” set in the south line of said Feizy tract (20160823001112180), being the north line of aforementioned IDGAF Investment tract;

THENCE S 89°11’00”W, 82.39 feet, with the south line of said Feizy tract (20160823001112180) and said north line to the **Point of Beginning** and containing 182,880 square feet or 4.198 acres of land more or less.

“Integral parts of this document”

1. Description – 2 Pages
2. Exhibit



GRAPHIC SCALE IN FEET

"Integral parts of this document"
1. Description - 2 Pages
2. Exhibit

MARIAN GLOBAL INVESTMENT, LLC
Inst.* 2015-1821
R.P.R.D.C.T.

R. Cowen Survey,
Abstract Number 211

Elizabeth P. Jackson
Inst.* 2016-61312
R.P.R.D.C.T.

Walker L. &
Dollye M. Plagge
Inst.* 2014-72990
R.P.R.D.C.T.

S88° 49'14"W 33.03'
N45° 46'52"W 27.23'
N00° 22'57"W 56.63'

Δ = 06° 18' 17"
R = 1130.00'
L = 124.34'
LC = N02° 46' 11"E
124.28'

N89° 19'23"E 119.05'
N00° 15'09"E 21.48'

N07° 44'55"E 296.55'

N00° 15'12"E 395.53'
N07° 44'54"W 520.31'

N89° 27'31"E 62.75'

S00° 22'57"E 463.71'

S04° 11'47"E 150.33'

S00° 22'57"E 337.86'

S10° 59'28"W 153.45'
S00° 30'59"W 31.66'

S89° 11'00"W 82.39'

B.B.B. & C.R.R. Survey,
Abstract Number 133

Two-J Partners, LLLP
Tract 2
Inst.* 20080509000562500
O.P.R.C.C.T.

Feizy Land Investment LLC
Inst.* 2016082300112160
O.P.R.C.C.T.

Feizy Land Investment LLC
Inst.* 2016082300112170
O.P.R.C.C.T.

Feizy Land Investment LLC
Inst.* 2016082300112180
O.P.R.C.C.T.

Δ = 07° 14' 06"
R = 1140.00'
L = 143.95'
LC = S04° 07' 51"W
143.86'

IDGAF Investment, Inc.
Inst.* 20141014001119940
O.P.R.C.C.T.

Point of
Beginning

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/19/2020

Exhibit of a

4.198 Acre Right-of-Way Dedication

Situated in the Wm. Davenport Survey, Abstract Number 262, Collin County
and the W. Phillips Survey, Abstract Number 1029, Denton County, Texas



JOB # CEL19001

DRAWN BY: D. Freemon

CHECKED BY: S. Stewart

DATE: 03-

Packet Pg. 386

Wm. Davenport Survey,
Abstract Number 262

7.Y.c

**Description of a
0.464 Acre Right-of-Way Dedication**

BEING a tract of land situated in the Wm. Davenport Survey, Abstract Number 262, and the R. Cowan Survey, Abstract Number 211, Denton County, Texas, being a portion of that tract of land described by deed to Walker L. and Dollye M. Plagge recorded in Instrument Number 2014-72990, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with no cap found at the southeast corner of said Plagge tract, being in the west line of that tract of land described by deed to Feizy Land Investment LLC recorded in Instrument Number 20160823001112170, Official Public Records, Collin County, Texas and being in the west right-of-way line of Legacy Drive (a variable width right-of-way);

THENCE S 89°19'23"W, 168.25 feet, with the south line of said Plagge tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE departing said common line over and across said Plagge tract the following bearings and distances:

N 01°10'46"W, 37.84 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 88°49'14"E, 112.95 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 42°03'12"E, 25.96 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 00°22'57"W, 181.10 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 03°25'39"E, 150.50 feet, to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

N 00°22'57"W, 26.72 feet to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the north line of said Plagge tract, being the south line of that tract of land described by deed to Marian Global Investment, LLC recorded in Instrument Number 2015-1821, said Real Property Records;

THENCE N 89°17'26"E, 28.83 feet, with said north line of said Plagge tract and the south line of said Marian Global tract to a 1/2 inch iron rod with no cap found at the northeast corner of said Plagge tract, being the southeast corner of said Marian Global tract and being in the aforementioned west right-of-way line of Legacy Drive;

THENCE S 00°18'45"E, 415.86 feet, with the east line of said Plagge tract and said west right-of-way line to the **Point of Beginning** and containing 20,191 square feet or 0.464 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set



Marian Global Investment, LLC
Inst.* 2015-1821
R.P.R.D.C.T.

N89° 17' 26" E
28.83'

N00° 22' 57" W
26.72'

N03° 25' 39" E
150.50'

N00° 22' 57" W
181.10'

N42° 03' 12" E
25.96'

N88° 49' 14" E
112.95'

N01° 10' 46" W
37.84'

S89° 19' 23" W
168.25'

Legacy Drive

Feizy Land Investment LLC
Inst.* 20160823001112160
O.P.R.C.C.T.

Walker L. &
Dollye M. Plagge
Inst.* 2014-72990
R.P.R.D.C.T.

R. Cowan Survey,
Abstract Number 211

Wm. Davenport Survey,
Abstract Number 262

Point of
Beginning

Approximate Survey Line

Carey Road

Sangani Properties II, L.P.
Inst.* 2007-65515
R.P.R.D.C.T.

Feizy Land Investment LLC
Inst.* 20160823001112170
O.P.R.C.C.T.

W. Phillips Survey,
Abstract Number 1029

Denton County
Approximate County Line
Collin County

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/19/2020

Exhibit of a 0.464 Acre Right-of-Way Dedication

Situated in the Wm. Davenport Survey, Abstract Number 262, and the
R. Cowan Survey, Abstract Number 211, Denton County, Texas

Description of a 0.812 Acre Right-of-Way Dedication

BEING a tract of land situated in the Wm. Davenport Survey, Abstract Number 262, Collin County, Texas, being a portion of that tract of land described by deed to Carl P. Parrish & Dale Parrish recorded in Volume 5335, Page 7579, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PELTON" found at the southwest corner of said Parrish tract, being the northwest corner of that 1.477 acre Right-of-Way dedication to the City of Celina, Texas recorded in Instrument Number 20140708000701510, said Official Public Records and being in the east line of that 1.217 acre Right-of-Way dedication to the City of Celina, Texas recorded in Instrument Number 2014-65868, Real Property Records, Denton County, Texas;

THENCE N 00°30'48"E, 588.83 feet, with the west line of said Parrish tract and the east line of said 1.217 acre Right-of-Way dedication to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the northwest corner of said Parrish tract, being the southwest corner of that tract of land described by deed to IDGAF Investment, Inc. recorded in Instrument Number 20141014001119940, said Official Public Records;

THENCE N 88°14'13"E, 60.05 feet, with the north line of said Parrish tract and the south line of said IDGAF Investment tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

THENCE S 00°30'48"W, 589.78 feet, departing said common line over and across said Parrish tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set in the south line of said Parrish tract, being the northeast corner of aforementioned 1.477 acre Right-of-Way dedication;

THENCE S 89°08'46"W, 60.02 feet, with said south line and the north line of said 1.477 acre Right-of-Way dedication to the **Point of Beginning** and containing 35,360 square feet or 0.812 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

*W. Phillips Survey,
Abstract Number 1029*

*Sangant Properties II, L.P.
Inst.* 2007-65515
R.P.R.D.C.T.*

*City of Celina, Texas
(Right-of-Way)
INST.* 2014-65868
(1.217 Acres) R.P.R.D.C.T.*



0 200 400

GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

*IDGAF Investment, Inc.
Inst.* 2014/014001119940
O.P.R.C.C.T.*

N88° 14' 13" E
60.05'

Carl P. Parrish & Dale Parrish
V.5335, P.7579
O.P.R.C.C.T.

*Wm. Davenport Survey,
Abstract Number 262*

Legacy Drive

588.83'

589.78'

Legacy Drive

588.83'

S89° 08' 46" W
60.02'

*City of Celina, Texas
(Right-of-Way)
INST.* 20140708000701510
(1.477 Acres) O.P.R.C.C.T.*

3X

Wood Creek Parkway

*Creeks of Legacy
Inst.* 20190405010001660
R.P.R.D.C.T.*

Point of Beginning

Denton County
Approximate County Line
Collin County

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/26/2020

Exhibit of

0.812 Acre Right-of-Way Dedication

Situated in the Wm. Davenport Survey,
Abstract Number 262, Collin County, Texas

Description of a 1.629 Acre Right-of-Way Dedication

BEING a tract of land situated in the Wm. Davenport Survey, Abstract Number 262 and the W. Phillips Survey, Abstract Number 1029, Denton and Collin County, Texas, being a portion of that tract of land described by deed IDGAF Investment, Inc., recorded in Instrument Number 20141014001119940, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with red cap found at the northwest corner of said IDGAF Investment tract, being the southwest corner of that tract of land described by deed to Feizy Land Investment LLC recorded in Instrument Number 20160823001112180, said Official Public Records and being in the east line of that tract of land described by deed to Sangani Properties II, LP recorded in Instrument Number 2007-65515, Real Property Records, Denton County, Texas;

THENCE N 89°11'00"E, 82.39 feet, with the north line of said IDGAF Investment tract and the south line of said Feizy Investment tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE S 00°30'48"W, 975.05 feet, departing said common line over and across said IDGAF Investment tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the south line of said IDGAF Investment tract, being the north line of that tract of land described by deed to Carl P. Parrish and Dale Parrish recorded in Volume 5335, Page 7579, said Official Public Records;

THENCE S 88°14'13"W, 60.05 feet, with the south line of said IDGAF Investment tract and the north line of said Parrish tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the southwest corner of said IDGAF Investment tract, being the northwest corner of said Parrish tract and being in the east line of that 1.217 acre Right-of-Way dedication to the City of Celina, Texas recorded in Instrument Number 2014-65868, said Real Property Records;

THENCE N 00°28'50"E, 266.59 feet, with the west line of said IDGAF Investment tract and the east line of said 1.217 acre Right-of-Way dedication to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at an ell corner of said west line, being the northeast corner of said 1.217 acre Right-of-Way dedication;

THENCE S 89°24'56"W, 12.46 feet, continuing with said west line and with the north line of said 1.217 acre Right-of-Way dedication to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the southeast corner of aforementioned Sangani tract;

THENCE N 00°16'28"W, 709.24 feet, continuing with said west line and with the east line of said Sangani tract to the **Point of Beginning** and containing 70,962 square feet or 1.629 acres of land more or less.

"Integral parts of this document"
1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

7.Y.c



GRAPHIC SCALE IN FEET
"Integral parts of this document"
1. Description
2. Exhibit

W. Phillips Survey,
Abstract Number 1029

Feizy Land Investment LLC
Inst.* 20160823001112180
O.P.R.C.C.T.

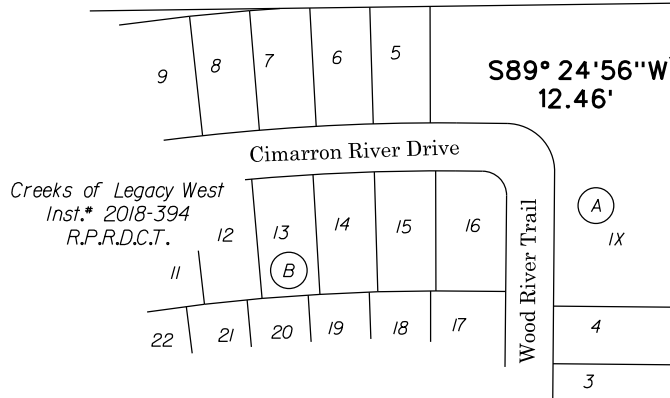
Point of
Beginning

IDGAF Investement, Inc.
Inst.* 20141014001119940
O.P.R.C.C.T.

Sangani Properties II, LP
Inst.* 2007-65515
R.P.R.D.C.T.

City of Celina, Texas
(Right-of-Way)
INST.* 2014-65868
(1.217 Acres) R.P.R.D.C.T.

Wm. Davenport Survey,
Abstract Number 262



"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/26/2020

Carl P. Parrish & Dale Parrish
V.5335, P.7579
O.P.R.C.C.T.

Exhibit of

1.629 Acre Right-of-Way Dedication

Situated in the Wm. Davenport Survey, Abstract Number 262 and the
W. Phillips Survey, Abstract Number 1029, Denton and Collin County, Texas



JOB # CEL19001

DRAWN BY: D. Freemon

CHECKED BY: S. Stewart

DATE: 03-26-20

Packet Pg. 392

Description of a 0.845 Acre Right-of-Way Dedication

BEING a tract of land situated in the W. Phillips Survey, Abstract Number 1029, Denton County, Texas, being a portion of that tract of land described by deed Sangani Properties II, LP recorded in Instrument Number 2007-65515, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the southeast corner of said Sangani tract, being in the north line of that 1.217 acre Right-of-Way dedication to the City of Celina, Texas recorded in Instrument Number 2014-65868, said Real Property Records and being at an ell corner in the west line of that tract of land described by deed to IDGAF Investment, Inc. recorded in Instrument Number 2014014001119940, Official Public Records, Collin County, Texas;

THENCE S 89°24'56"W, 39.75 feet, with the south line of said Sangani tract and said north line to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the northwest corner of said Right-of-Way dedication, being the northeast corner of Creeks of Legacy West, an addition to the City of Celina recorded in Instrument Number 2018-394, said Real Property Records;

THENCE N 00°30'48"E, 743.65 feet, departing said common line, over and across said Sangani tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 159.11 feet, through a central angle of 07°14'06", having a radius of 1260.00 feet, the long chord which bears N 04°07'51"E, 159.00 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

THENCE N 07°44'54"E, 204.91 feet, to a 5/8 inch iron rod with plastic cap stamped "PELTON" set in the east line of said Sangani Tract, being the west line of that tract of land described by deed to Feizy Land Investment LLC recorded in Instrument Number 20160823001112180, Official Public Records, Collin County, Texas;

THENCE S 00°15'12"W, 395.53 feet, with said east line and said west line to a 1/2 inch iron rod with red cap found at the southwest corner of said Feizy tract, being the northwest corner of aforementioned IDGAF Investment tract;

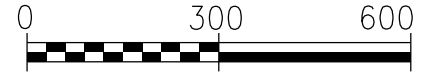
THENCE S 00°20'34"W, 709.33 feet, continuing with said east line and with the west line of said IDGAF Investment tract to the **Point of Beginning** and containing 36,796 square feet or 0.845 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set



GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

**W. Phillips Survey,
Abstract Number 1029**

Felzy Land Investment LLC
Inst.* 2016082300112170
O.P.R.C.C.T.

Felzy Land Investment LLC
Inst.* 2016082300112180
O.P.R.C.C.T.

Δ = 07° 14' 06"
R = 1260.00'
L = 159.11'
LC = N04° 07' 51"E
159.00'

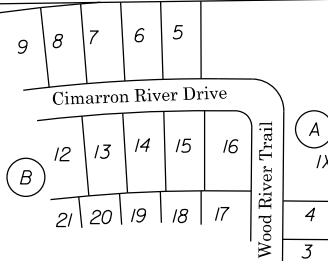
Sangani Properties II, LP
Inst.* 2007-65515
R.P.R.D.C.T.

sp
IDGAF Investment, Inc.
Inst.* 2014101400119940
O.P.R.C.C.T.

**Wm. Davenport Survey,
Abstract Number 262**

**Point of
Beginning**

Creeks of Legacy West
Inst.* 2018-394
R.P.R.D.C.T.



S89° 24' 56"W
39.75'

City of Celina (Right-of-Way)
INST.* 2014-65868
(1.217 Acres) R.P.R.D.C.T.

Carl P. Parrish & Dale Parrish
V.5335, P.7579
O.P.R.C.C.T.

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/26/2020

Exhibit of 0.845 Acre Right-of-Way Dedication

Situated in the W. Phillips Survey,
Abstract Number 1029, Denton County, Texas

Description of a 2.207 Acre Right-of-Way Dedication

BEING a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract Number 133, Collin County, Texas, being a portion of that tract (Tract 2) of land described by deed to Two-J Partners, LLLP recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the northwest corner of said Two-J Partners tract, being the southwest corner of that tract of land described by deed to Stephen Wayne Harris recorded in Instrument Number 20030320000506170, said Official Public Records and being in Legacy Drive (a variable width right-of-way);

THENCE N 89°45'21"E, 55.96 feet, with the north line of said Two-J Partners tract and the south line of said Stephen Wayne Harris tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE S 00°22'57"E, 1619.66 feet, departing said common line over and across said Two-J Partners tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the south line of said Two-J partners tract, being the north line of that tract of land described by deed to Feizy Land Investment LLC recorded in Instrument Number 20160823001112160, said Official Public Records;

THENCE S 89°27'31"W, 62.75 feet, with said common line to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the southwest corner of said Two-J Partners tract, being the northeast corner of said Feizy tract and being in the aforementioned east right-of-way line of Legacy Drive;

THENCE N 00°08'33"W, 1619.98 feet, with the west line of said Two-J Partners tract and said Legacy Drive to the **Point of Beginning** and containing 96,143 square feet or 2.207 acres of land more or less.

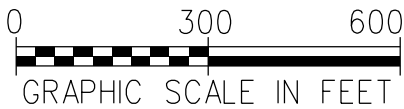
"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Basis of Bearing is the Texas Coordinate
North Central Zone 4202, NAD 83

IRS = Iron Rod Set



"Integral parts of this document"
1. Description
2. Exhibit

Stephen Wayne Harris
Inst.* 20030320000506170
O.P.R.C.C.T.

Point of
Beginning

SVS Group, LLC
Inst.* 2017-2793
R.P.R.D.C.T.

SF Collin County, LLC
Inst.* 2016-59493
R.P.R.D.C.T.

Maria F. Ramirez & Roman Gonzalez, Jr.
Inst.* 2009-129566
R.P.R.D.C.T.

B.B.B. & C.R.R. Survey,
Abstract Number 133

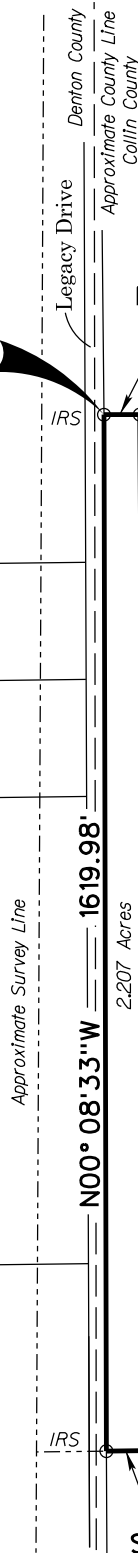
R. Cowan Survey,
Abstract Number 211

The Willis Law Group, PLLC
Inst.* 2014-115693
R.P.R.D.C.T.

Two-J Partners, LLLP
Tract 2
Inst.* 20080509000562500
O.P.R.C.C.T.

Marian Global Investment, LLC
Inst.* 2015-1821
R.P.R.D.C.T.

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020



Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Feizy Land Investment LLC
Inst.* 2016082300112160
O.P.R.C.C.T.

Wm. Davenport Survey,
Abstract Number 262

Exhibit of 2.207 Acre Right-of-Way Dedication

Situated in the B.B.B. & C.R.R. Survey, Abstract Number 133,
Collin County, Texas

Description of a 0.501 Acre Right-of-Way Dedication

BEING a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract Number 133 and the Wm. Davenport Survey, Abstract Number 262, Denton County, Texas, being a portion of that tract of land described by deed Marian Global Investment, LLC recorded in Instrument Numbers 2015-1821, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 iron rod with no cap found at the southeast corner of said Marian tract, being the northeast corner of that tract of land described by deed to Walter K. and Dollye M. Plagge recorded in Instrument Number 2014-72990, said Real Property Records and being in the Legacy Drive (a variable width right-of-way);

THENCE S 89°17'26"W, 28.83 feet, with the south line of said Marian tract and the north line of said Plagge tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE N 00°22'57"W, 731.38 feet, departing said common line over and across said Marian tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the north line of said Marian Tract, being the south line of that tract of land described by deed to The Willis Law Group, PLLC recorded in Instrument Number 2014-115693, said Real Property Records;

THENCE N 89°19'06"E, 30.81 feet, with the north line of said Marian tract and the south line of said The Willis Law Group tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the northeast corner of said Marian tract, being the southeast corner of said The Willis Law Group tract and being in the aforementioned Legacy Drive;

THENCE S 00°13'38"E, 731.38 feet, with the east line of said Marian tract and said Legacy Drive to the **Point of Beginning** and containing 21,810 square feet or 0.501 acres of land more or less.

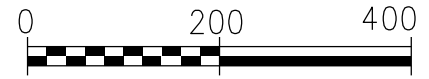
"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set



GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

The Willits Law Group, PLLC
Inst.* 2014-115693
R.P.R.D.C.T.

N89° 19'06"E
30.81'

Legacy Drive

IRS

IRS

Approximate Survey Line

731.38'

731.38'

R. Cowan Survey,
Abstract Number 211

Two-J Partners, LLLP
Tract 2
Inst.* 20080509000562500
O.P.R.C.C.T.

B.B.B. & C.R.R. Survey,
Abstract Number 133

Marian Global Investment, LLC
Inst.* 2015-1821
R.P.R.D.C.T.

Approximate Survey Line

Felzy Land Investment LLC
Inst.* 2016082300112160
O.P.R.C.C.T.

N00° 22'57"W

0.501 Acres

S00° 13'38"E

Point of
Beginning

IRS

IRF

S89° 17'26"W
28.83'

Walter K. & Dollye M. Plagge
Inst.* 2014-72990
R.P.R.D.C.T.

Wm. Davenport Survey,
Abstract Number 262

Felzy Land Investment LLC
Inst.* 2016082300112170
O.P.R.C.C.T.

Denton County
Approximate County Line
Collin County

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Exhibit of 0.501 Acre Right-of-Way Dedication

Situated in the Wm. Davenport Survey, Abstract Number 262, and the
B.B.B. & C.R.R. Survey, Abstract Number 133, Denton County, Texas

Description of a 0.533 Acre Right-of-Way Dedication

BEING a tract of land situated in the B.B.B & C.R.R. Survey, Abstract Number 133, Denton County, Texas, being a portion of that tract of land described by deed The Willis Law Group, PLLC recorded in Instrument Number 2014-115693, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod with no cap found at the northeast corner of said The Willis Law Group tract, being the southeast corner of that tract of land described by deed to Maria F. Ramirez & Roman Gonzalez, Jr. recorded in Instrument Number 2009-129566, said Real Property Records and being in Legacy Drive (a variable width right-of-way);

THENCE S 00°13'38"E, 730.55 feet, with the east line of said The Willis Law Group tract and said Legacy Drive to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the southeast corner of said The Willis Law Group tract, being the northeast corner of that tract of land described by deed to Marian Global Investment, LLC recorded in Instrument Number 2015-1821, said Real Property Records;

THENCE S 89°19'06"W, 30.81 feet, with the south line of said The Willis Law Group tract and the north line of said Marian Global Investment tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE N 00°22'57"W, 730.51 feet, departing said common line over and across said The Willis Law Group tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the north line of said The Willis Law Group tract, being the south line of aforementioned M.F. Ramirez & R. Gonzalez, Jr. tract;

THENCE N 89°16'09"E, 32.79 feet, with said common line to the **Point of Beginning** and containing 23,232 square feet or 0.533 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set



0 200 400

GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

SF Collin County, LLC
Inst.* 2016-59493
R.P.R.D.C.T.

Maria F. Ramirez & Roman Gonzalez, Jr.
Inst.* 2009-129566
R.P.R.D.C.T.

N89° 16' 09" E
32.79'

Point of
Beginning

R. Cowan Survey,
Abstract Number 211

The Willis Low Group, PLLC
Inst.* 2014-115693
R.P.R.D.C.T.

B.B.B. &
Abstract C.R.R. Survey,
Abstract Number 133

Two-J Partners, LLLP
Tract 2
Inst.* 20080509000562500
O.P.R.C.C.T.

Marian Global Investment, LLC
Inst.* 2015-1821
R.P.R.D.C.T.

S89° 19' 06" W
30.81'

Denton County
Approximate Survey Line
Collin County

Approximate Survey Line

Felzy Land Investment LLC
Inst.* 2016082300112160
O.P.R.C.C.T.

Wm. Davenport Survey,
Abstract Number 262

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Exhibit of 0.533 Acre Right-of-Way Dedication

Situated in the B.B.B. & C.R.R. Survey, Abstract Number 133,
Denton County, Texas

**Description of a
0.139 Acre Right-of-Way Dedication**

BEING a tract of land situated in the B.B.B & C.R.R. Survey, Abstract Number 133, Denton County, Texas, being a portion of that tract of land described by deed to Maria F. Ramirez & Roman Gonzalez, Jr. recorded in Instrument Number 2009-129566, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with no cap found at the northeast corner of said Maria F. Ramirez & Roman Gonzalez, Jr. tract, being the southeast corner of that tract of land described by deed to SF Collin County, LLC recorded in Instrument Number 2016-59493, said Real Property Records and being in Legacy Drive (a variable width right-of-way);

THENCE S 00°16'00"E, 183.01 feet, with the east line of said Maria F. Ramirez & Roman Gonzalez, Jr. tract and said Legacy Drive to a 3/8 inch iron rod with no cap found at the southeast corner of said M.F. Ramirez & R. Gonzalez, Jr. tract, being the northeast corner of that tract of land described by deed to The Willis Law Group, PLLC recorded in Instrument Number 2014-115693, said Real Property Records;

THENCE S 89°16'09"W, 32.79 feet, with the south line of said Maria F. Ramirez & Roman Gonzalez, Jr. tract and the north line of said The Willis Law Group tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE N 00°22'57"W, 183.01 feet, departing said common line over and across said Maria F. Ramirez & Roman Gonzalez, Jr. tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the north line of said Maria F. Ramirez & Roman Gonzalez, Jr. tract, being the south line of aforementioned SF Collin County tract;

THENCE N 89°16'31"E, 33.16 feet, with said common line to the **Point of Beginning** and containing 6,035 square feet or 0.139 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Description of a 0.140 Acre Right-of-Way Dedication

BEING a tract of land situated in the B.B.B & C.R.R. Survey, Abstract Number 133, Denton County, Texas, being a portion of that tract of land described by deed to SF Collin County, LLC recorded in Instrument Number 2016-59493, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with no cap found at the southeast corner of said SF Collin County tract, being the northeast corner of that tract of land described by deed to Maria F. Ramirez & Roman Gonzalez, Jr. recorded in Instrument Number 2009-129566, said Real Property Records and being in the west right-of-way line of Legacy Drive (a variable width right-of-way);

THENCE S 89°16'31"W, 33.16 feet, with the south line of said SF Collin County tract and the north line of said Maria F. Ramirez & Roman Gonzalez, Jr. tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

THENCE N 00°22'57"W, 182.98 feet, departing said common line over and across said SF Collin County tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set in the north line of said SF Collin County tract, being the south line of that tract of land described by deed to SVS Group, LLC recorded in Instrument Number 2017-2793, said Real Property records;

THENCE N 89°15'37"E, 33.61 feet, with said common line to a 1/2 inch iron rod with orange cap found at the northeast corner of said SF Collin County tract, being the southeast corner of said SCS Group tract and being in the aforementioned west right-of-way line of Legacy Drive;

THENCE S 00°14'27"E, 182.99 feet, with the east line of said SF Collin County tract and said west right-of-way line to the **Point of Beginning** and containing 6,110 square feet or 0.140 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set



GRAPHIC SCALE IN FEET

"Integral parts of this document"
1. Description
2. Exhibit

SVS Group, LLC
Inst.* 2017-2793
R.P.R.D.C.T.

N89° 15' 37" E
33.61'

IRS

Denton County
Approximate County Line
Collin County

R. Cowan Survey,
Abstract Number 211

SF Collin County, LLC
Inst.* 2016-59493
R.P.R.D.C.T.

N00° 22' 57" W 182.98'
0.140 Acres
S00° 14' 27" E 182.99'

IRS

Point of
Beginning

María F. Ramírez & Roman Gonzalez, Jr.
Inst.* 2009-129566
R.P.R.D.C.T.

S89° 16' 31" W
33.16'

Two-J Partners, LLLP
Tract 2
Inst.* 20080509000562500
O.P.R.C.C.T.

Legacy Drive

The Willis Law Group, PLLC
Inst.* 2014-115693
R.P.R.D.C.T.

Approximate Survey Line

B.B.B. &
Abstract C.R.R. Survey,
Number 133

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Exhibit of 0.140 Acre Right-of-Way Dedication

Situated in the B.B.B. & C.R.R. Survey, Abstract Number 133,
Denton County, Texas

Description of a 0.414 Acre Right-of-Way Dedication

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7 and the B.B.B & C.R.R. Survey, Abstract Number 133, Denton County, Texas, being a portion of that tract of land described by deed to SVS Group, LLC recorded in Instrument Number 2017-2793, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with orange cap found at the southeast corner of said SVS Group tract, being the northeast corner of that tract of land described by deed to SF Collin County, LLC recorded in Instrument Number 2017-2793, said Real Property Records and being in Legacy Drive (a variable width right-of-way);

THENCE S 89°15'37"W, 33.61 feet, with the south line of said SVS Group tract and the north line of said SF Collin County tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE N 00°22'57"W, 527.82 feet, departing said common line over and across said SVS Group tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the north line of said SVS Group tract, being the south line of that tract of land described by deed to Paul W. Stiles recorded in Instrument Number 2001-60781, said Real Property Records;

THENCE N 89°16'18"E, 34.80 feet, with said common line to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the northeast corner of said SVS Group tract, being the southeast corner of said Paul W. Stiles tract and being in the aforementioned Legacy Drive;

THENCE S 00°15'14"E, 527.82 feet, with the east line of said SVS Group tract and said Legacy Drive to the **Point of Beginning** and containing 18,055 square feet or 0.414 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

Paul W. Stiles
Inst.* 2001-60781
R.P.R.D.C.T.



GRAPHIC SCALE IN FEET
"Integral parts of this document"
1. Description
2. Exhibit

Stephen Wayne Harris
Inst.* 20030320000506170
O.P.R.C.C.T.

R. Cowan Survey,
Abstract Number 211

Richard Alderson Survey,
Abstract Number 7

SVS Group, LLC
Inst.* 2017-2793
R.P.R.D.C.T.

SF Collin County, LLC
Inst.* 2016-59493
R.P.R.D.C.T.

Maria F. Ramirez & Roman Gonzalez, Jr.
Inst.* 2009-129566
R.P.R.D.C.T.

Two-J Partners, LLLP
Tract 2
Inst.* 20080509000562500
O.P.R.C.C.T.

B.B.B. & C.R.R. Survey,
Abstract Number 133

N89° 16'18"E
34.80'

IRS
527.82'
0.414 Acres
527.82'
N00° 22'57"W
S00° 15'14"E

S89° 15'37"W
33.61'

Point of
Beginning

Approximate Survey Line

Approximate Survey Line

Denton County
Approximate County Line
Collin County

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Exhibit of 0.414 Acre Right-of-Way Dedication

Situated in the Richard Alderson Survey, Abstract Number 7, and the
B.B.B. & C.R.R. Survey, Abstract Number 133, Denton County, Texas

**Description of a
0.966 Acre Right-of-Way Dedication**

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that tract of land described by deed to Stephen Wayne Harris recorded in Instrument Number 20030320000506170, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the southwest corner of said Stephen Wayne Harris tract, being the northwest corner of that tract of land described by deed to Two-J Partners, LLLP recorded in Instrument Number 20080509000562600, said Official Public Records and being in Legacy Drive (a variable width right-of-way);

THENCE N 00°32'39"W, 737.87 feet, with the west line of said Stephen Wayne Harris tract and said Legacy Drive to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the northwest corner of said Stephen Wayne Harris tract, being the southwest corner of that tract of land described by deed to Tollway/Outer Loop, L.P., recorded in Instrument Number 20140827000927470, said Official Public Records;

THENCE N 89°33'55"E, 58.05 feet, with the north line of said Stephen Wayne Harris tract and the south line of said Tollway/Outer Loop tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at an ell corner of said Tollway/Outer Loop tract, being the southwest corner of that tract of land described by deed to Tollway/Outer Commercial Loop, L.P., Commercial Parcel 3 recorded in Instrument Number 20180524000635960, said Official Public Records;

THENCE S 00°22'57"E, 738.05 feet, departing said common line over and across said Stephen Wayne Harris tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set in the south line of said Stephen Wayne Harris tract, being the north line of aforementioned Two-J Partners tract;

THENCE S 89°45'21"W, 55.96 feet, with said common line to the **Point of Beginning** and containing 42,066 square feet or 0.966 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set



0 200 400

GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

Smiley Road, LTD
Inst.* 2005-102909
R.P.R.D.C.T.

Tollway/Outer Loop, L.P.
Inst.* 20140827000927470
O.P.R.C.C.T.

Tollway/Outer Loop Commercial, L.P.
Commercial Parcel 3
Inst.* 20180524000635960
O.P.R.C.C.T.

R. Cowan Survey,
Abstract Number 211

Paul W. Stiles
Inst.* 2001-60781
R.P.R.D.C.T.

SVS Group, LLC
Inst.* 2017-2793
R.P.R.D.C.T.

Stephen Wayne Harris
Inst.* 20030320000506170
O.P.R.C.C.T.

Richard Alderson Survey,
Abstract Number 7

B.B.B. & C.R.R. Survey,
Abstract Number 133

Two-J Partners, LLLP
Tract 2
Inst.* 20080509000562500
O.P.R.C.C.T.

Point of
Beginning

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Exhibit of 0.966 Acre Right-of-Way Dedication

Situated in the Richard Alderson Survey, Abstract Number 7,
Collin County, Texas

**Description of a
0.429 Acre Right-of-Way Dedication**

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Denton County, Texas, being a portion of that tract of land described by deed to Paul W. Stiles recorded in Instrument Number 2001-60781, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the southeast corner of said Stiles tract, being the northeast corner of that tract of land described by deed to SVS Group, LLC recorded in Instrument Number 2017-2793, said Real Property Records and being in Legacy Drive (a variable width right-of-way);

THENCE S 89°16'18"W, 34.80 feet, with the south line of said Stiles tract and the north line of said SVS Group tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE N 00°22'57"W, 528.41 feet, departing said common line over and across said Stiles tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the north line of said Stiles tract, being the south line of that tract of land described by deed to Smiley Road, LTD recorded in Instrument Number 2005-102909, said Real Property Records;

THENCE N 89°18'52"E, 35.99 feet, with said common line to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the northeast corner of said Stiles tract, being in the aforementioned Legacy Drive;

THENCE S 00°15'14"E, 528.39 feet, departing said common line with the east line of said Stiles tract and said Legacy Drive to the **Point of Beginning** and containing 18,701 square feet or 0.429 acres of land more or less.

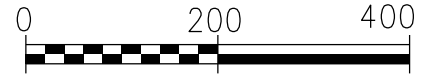
"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRS = Iron Rod Set



GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

Smiley Road, LTD
Inst.* 2005-102909
R.P.R.D.C.T.

N89° 18'52"E
35.99'

Tollway/Outer Loop, L.P.
Inst.* 20140827000927470
O.P.R.C.C.T.

Tollway/Outer Loop Commercial, L.P.
Commercial Parcel 3
Inst.* 20180524000635960
O.P.R.C.C.T.

R. Cowan Survey,
Abstract Number 211

Paul W. Stiles
Inst.* 2001-60781
R.P.R.D.C.T.

Stephen Wayne Harris
Inst.* 20030320000506170
O.P.R.C.C.T.

Point of
Beginning

Richard Alderson Survey,
Abstract Number 7

SVS Group, LLC
Inst.* 2017-2793
R.P.R.D.C.T.

S89° 16'18"W
34.80'

Legacy Drive

Approximate Survey Line

B.B.B. & C.R.R. Survey,
Abstract Number 133

Two-J Partners, LLLP
Tract 2
Inst.* 20080509000562500
O.P.R.C.C.T.

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Exhibit of 0.429 Acre Right-of-Way Dedication

Situated in the Richard Alderson Survey, Abstract Number 7,
Denton County, Texas

Description of a Two Right-of-Way Dedications

BEING two tracts of land situated in the Richard Alderson Survey, Abstract Number 7, Denton and Collin County, Texas, being a portion of those remainder tracts of land described by deed to Smiley Road, LTD recorded in Instrument Number 2005-102909, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

TRACT 1

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the southeast corner of said remainder, being the east right-of-way line of Legacy Drive (a variable width right-of-way) and being in the west line of that tract of land described by deed to Tollway/Outer Loop, L.P. recorded in Instrument Number 20140827000927470, said Official Public Records;

THENCE S 89°18'52"W, 61.77 feet, with the south line of said remainder to a 5/8 inch iron rod with plastic cap stamped "PELTON" set in said south line, being the north line of that tract of land described by deed to Paul W. Stiles recorded in Instrument Number 2001-60781, said Real Property Records;

THENCE N 00°22'57"W, 733.68 feet, departing said common line over and across said remainder to a 5/8 inch iron rod with plastic cap stamped "PELTON" set in the north line of said remainder, being the south line of that tract of land described by deed to Green Meadows Community, Inc. recorded in Instrument Number 2016-49254, said Real Property Records;

THENCE N 89°29'53"E, 60.24 feet, with the north line of said remainder and the south line of said Green Meadows tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the northeast corner of said remainder, being the most easterly southeast corner of said Green Meadows tract and being in the west line of aforementioned Tollway/Outer Loop tract;

THENCE S 00°30'07"E, 733.48 feet, with the east line of said remainder and the west line of said Tollway/Outer Loop tract to the **Point of Beginning** and containing 44,753 square feet or 1.027 acres of land more or less.

TRACT 2

BEGINNING at a 1/2 inch iron rod with no cap found in the east line of said remainder, being the southwest corner of that tract of land described by deed to Paul Vu and Jody H Nguyen recorded in Instrument Number 20161110001532590, Official Public Records, Collin County, Texas and being an ell corner in the west line of that tract of land described by deed to Tollway/Outer Loop, L.P. recorded in Instrument Number 20140827000927470, said Official Public Records;

THENCE S 00°30'07"E, 449.98 feet, with the east line of said remainder and the west line of said Tollway/Outer tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the southeast corner of said remainder, being the most easterly northeast corner of that tract of land described by deed to Green Meadows Community, Inc. recorded in Instrument Number 2016-49254, said Real Property Records;

THENCE S 89°29'53"W, 59.89 feet, with the south line of said remainder and the north line of said Green Meadows tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE N 00°22'57"W, 753.56 feet, departing said common line over and across said remainder to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the north line of said remainder, being the south line of that tract of land described by deed to G Bar 7, LTD. recorded in Instrument Number 2005-13872, said Real Property Records;

THENCE N 89°32'16"E, 58.21 feet, with said common line to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the northeast corner of said remainder, being in the west line of that tract of land described by deed to Gary Lynn and Laura D. Mitchell recorded in Instrument Number 20000907000970860, said Official Public Records;

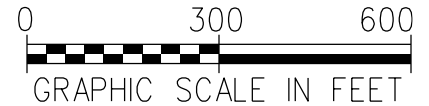
THENCE S 00°31'20"E, 303.54 feet, with the east line of said remainder to the **Point of Beginning** and containing 44,518 square feet or 1.022 acres of land more or less.

"Integral parts of this document"

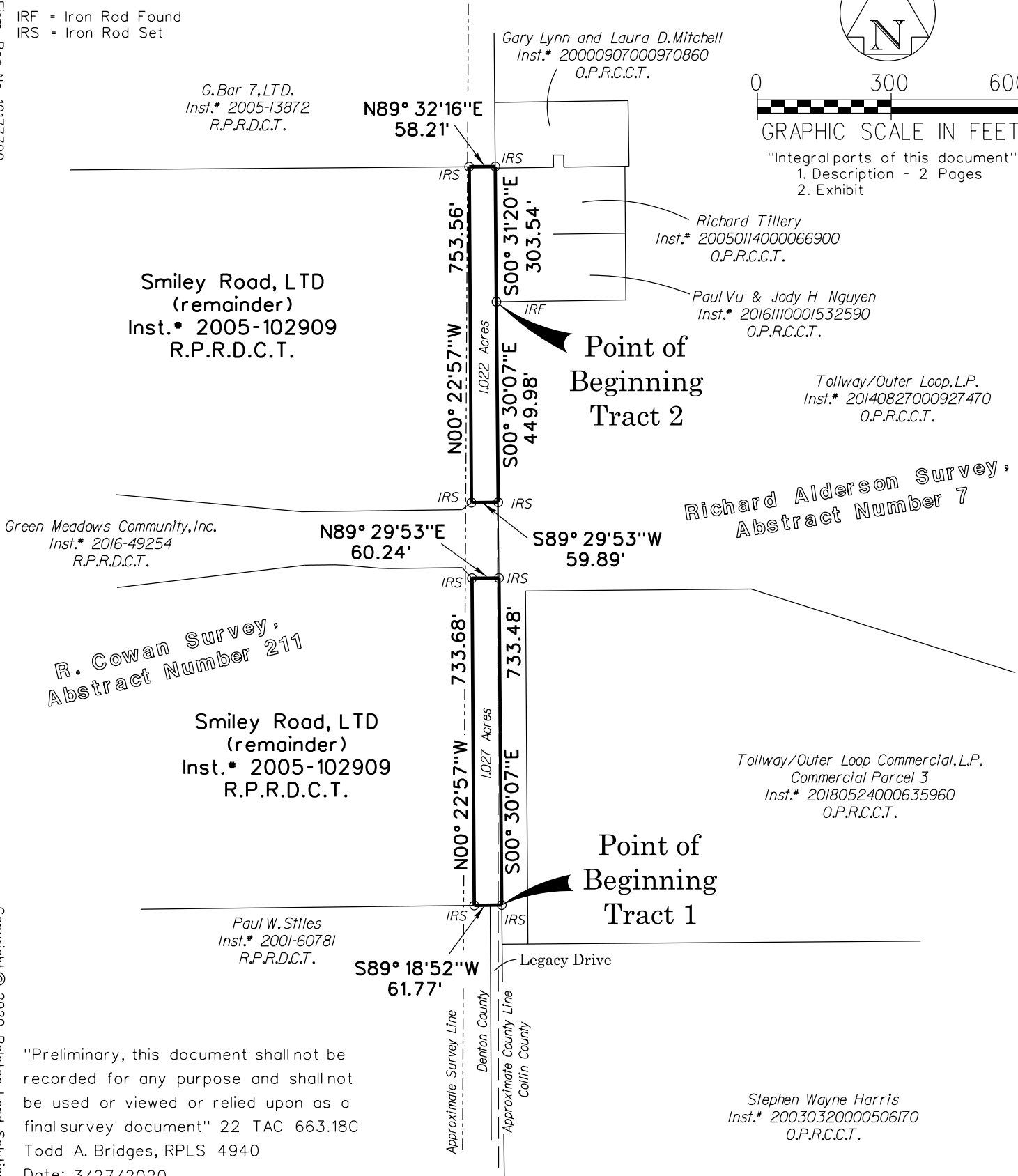
1. Description – 2 Pages
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set



"Integral parts of this document"
1. Description - 2 Pages
2. Exhibit



"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

PELOTON
LAND SOLUTIONS

9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

Exhibit of Two Right-of-Way Dedications

Situated in the Richard Alderson Survey, Abstract Number 7,
Denton and Collin County, Texas

JOB # CEL19001	DRAWN BY: D. Freemon	CHECKED BY: T. Bridges	DATE: 03-24-20	PAGE # 2 of 2
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**Description of a
0.234 Acre Right-of-Way Dedication**

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Denton County, Texas, being a portion of that tract of land described by deed to Green Meadows Community, Inc. recorded in Instrument Number 2016-49254, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the most easterly northeast corner of said Green Meadows tract, being the southeast corner of a remainder tract of land described by deed to Smiley Road, LTD recorded in Instrument Number 2005-102909, said Real Property Records and being in the west line of that tract of land described by deed to Tollway/Outer Loop, L.P. recorded in Instrument Number 20140827000927470, Official Public Records, Collin County, Texas;

THENCE S 00°30'07"E, 169.96 feet, with the east line of said Green Meadows tract and said west line to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the most easterly southeast corner of said Green Meadows tract, being the northeast corner of a remainder tract of aforementioned Smiley Road, Inc.;

THENCE S 89°29'53"W, 60.24 feet, with the south line of said Green Meadows tract and the north line of said remainder to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE N 00°22'57"W, 169.96 feet, departing said common line to a 5/8 inch iron rod with plastic cap stamped "PELTON" set in the north line of said Green Meadows tract, being the south line of aforementioned Smiley Road remainder;

THENCE N 89°29'53"E, 59.89 feet, with said common line to the **Point of Beginning** and containing 10,209 square feet or 0.234 acres of land more or less.

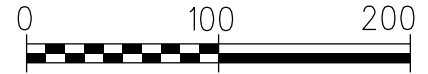
"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set



GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

*R. Cowan Survey,
Abstract Number 211*

*Smiley Road, LTD
(remainder)
Inst.* 2005-102909
R.P.R.D.C.T.*

Approximate Survey Line

Denton County

*Approximate County Line
Collin County*

Green Meadows Community, Inc.
Inst.* 2016-49254
R.P.R.D.C.T.

**N89° 29' 53" E
59.89'**

IRS

IRS

**Point of
Beginning**

**N00° 22' 57" W
169.96'**

IRS

**S00° 30' 07" E
169.96'**

IRS

0.234 Acres

*Tollway/Outer Loop, L.P.
Inst.* 20140827000927470
O.P.R.C.C.T.*

*Smiley Road, LTD
(remainder)
Inst.* 2005-102909
R.P.R.D.C.T.*

**S89° 29' 53" W
60.24'**

*Tollway/Outer Loop Commercial, L.P.
Commercial Parcel 3
Inst.* 20180524000635960
O.P.R.C.C.T.*

*Richard Alderson Survey,
Abstract Number 7*

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Exhibit of 0.234 Acre Right-of-Way Dedication

Situated in the Richard Alderson Survey, Abstract Number 7,
Denton County, Texas

Description of a 1.971 Acre Right-of-Way Dedication

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that tract of land described by deed to Tollway/Outer Loop L.P. recorded in Instrument Number 20140827000927470, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with no cap found at an ell corner in the west line of said Tollway/Outer Loop tract, being the southwest corner of that tract of land described by deed to Paul Vu and Jody H Nguyen recorded in Instrument Number 20161110001532590, said Official Public Records and being in the east line of a remainder tract of land described by deed to Smiley Road, LTD recorded in Instrument Number 2005-102909, Real Property Records, Denton County, Texas;

THENCE N 89°11'39"E, 61.04 feet, with the west line of said Tollway/Outer loop tract and the south line of said Nguyen tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE S 00°22'59"E, departing said common line over and across said Tollway/Outer Loop tract, at 649.89 feet an ell corner in the south line of said Tollway/Outer Loop tract, being the northwest corner of that tract of land described by deed to Tollway/Outer Loop Commercial, L.P., Commercial Parcel 3, recorded in Instrument Number 20180524000635960, said Official Public Records, continuing with said south line and the west line of said Parcel 3, in all 1441.96 feet to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at an ell corner in the south line of said Tollway/Outer Loop tract, being the southwest corner of said Parcel 3 and being the north line of that tract of land described by deed to Stephen Wayne Harris recorded in Instrument Number 200303200000506170, said Official Public Records;

THENCE S 89°33'55"W, 58.05 feet, with said south line and said north line to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the southwest corner of said Tollway/Outer Loop tract, being the northwest corner of said Harris tract;

THENCE N 00°30'07"W, 1441.57 feet, with the west line of said Tollway/Outer Loop tract to the **Point of Beginning** and containing 85,843 square feet or 1.971 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

G.Bar 7,LTD.
Inst.* 2005-13872
R.P.R.D.C.T.

Gary Lynn Mitchell,etux
Inst.* 20000907000970860
O.P.R.C.C.T.



GRAPHIC SCALE IN FEET
"Integral parts of this document"

1. Description
2. Exhibit

R. Cowan Survey,
Abstract Number 211

N89° 11'39"E
61.04'

Richard Tillery
Inst.* 20050114000066900
O.P.R.C.C.T.

Paul Vu & Jody H Nguyen
Inst.* 20161110001532590
O.P.R.C.C.T.

Point of
Beginning

Smiley Road,LTD
(remainder)
Inst.* 2005-102909
R.P.R.D.C.T.

Tollway/Outer Loop, L.P.
Inst.* 20140827000927470
O.P.R.C.C.T.

Green Meadows Community,Inc.
Inst.* 2016-49254
R.P.R.D.C.T.

Smiley Road,LTD
(remainder)
Inst.* 2005-102909
R.P.R.D.C.T.

Richard Alderson Survey,
Abstract Number 7

Tollway/Outer Loop Commercial,L.P.
Commercial Parcel 3
Inst.* 20180524000635960
O.P.R.C.C.T.

Paul W. Stiles
Inst.* 2001-60781
R.P.R.D.C.T.

Legacy Drive

S89° 33'55"W
58.05'

Stephen Wayne Harris
Inst.* 20030320000506170
O.P.R.C.C.T.

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Exhibit of 1.971 Acre Right-of-Way Dedication

Situated in the Richard Alderson Survey, Abstract Number 7,
Collin County, Texas



JOB # CEL19001

DRAWN BY: D. Freemon

CHECKED BY: T. Bridges

DATE: 03-24-20

PAGE # 2 of 2

**Description of a
0.211 Acre Right-of-Way Dedication**

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that tract of land described by deed to Paul Vu and Jody H Nguyen recorded in Instrument Number 20161110001532590, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with no cap found at the southwest corner of said Paul Vu and Jody H Nguyen tract, being an ell corner in the west line of that tract of land described by deed to Tollway/Outer Loop L.P., recorded in Instrument Number 20140827000927470, said Official Public Records and being in the east line of that remainder tract of land described by deed to Smiley Road, LTD recorded in Instrument Number 2005-102909, Real Property Records, Denton County, Texas;

THENCE N 00°31'20"W, 149.83 feet, with the west line of said Paul Vu and Jody H Nguyen tract and the east line of said Smiley Road tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the northwest corner of said Paul Vu and Jody H Nguyen tract, being the southwest corner of that tract of land described by deed to Richard Tillery recorded in Instrument Number 20050114000066900, said Official Public Records;

THENCE N 89°11'39"E, 61.40 feet, with the north line of said Paul Vu and Jody H Nguyen tract and the south line of said Richard Tillery tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE S 00°22'57"E, 149.83 feet, departing said common line over and across said Paul Vu and Jody H Nguyen tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the south line of said Paul Vu and Jody H Nguyen tract, being the north line of aforementioned Tollway/Outer Loop tract;

THENCE S 89°11'39"W, 61.04 feet, with said common line to the **Point of Beginning** and containing 9,172 square feet or 0.211 acres of land more or less.

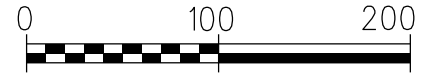
"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set



GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

G Bar 7, LTD.
Inst.* 2005-13872
R.P.R.D.C.T.

Denton County
Approximate County Line
Collin County

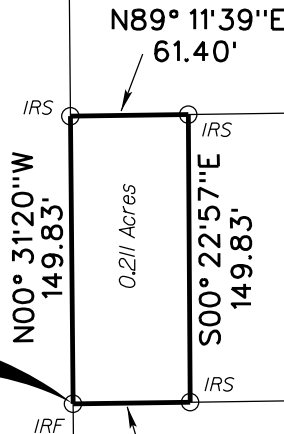
Gary Lynn Mitchell, et ux
Inst.* 20000907000970860
O.P.R.C.C.T.

R. Cowan Survey,
Abstract Number 211

Richard Tillery
Inst.* 20050114000066900
O.P.R.C.C.T.

Smiley Road, LTD
(remainder)
Inst.* 2005-102909
R.P.R.D.C.T.

Point of
Beginning



Paul Vu & Jody H Nguyen
Inst.* 20161110001532590
O.P.R.C.C.T.

Tollway/Outer Loop, L.P.
Inst.* 20140827000927470
O.P.R.C.C.T.

Richard Alderson Survey,
Abstract Number 7

"Preliminary, this document shall not be
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be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Exhibit of 0.211 Acre Right-of-Way Dedication

Situated in the Richard Alderson Survey, Abstract Number 7,
Collin County, Texas

**Description of a
0.212 Acre Right-of-Way Dedication**

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that tract of land described by deed to Richard Tillery recorded in Instrument Number 20050114000066900, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the southwest corner of said Richard Tillery tract, being the northwest corner of that tract of land described by deed to Paul Vu and Jody H Nguyen recorded in Instrument Number 20161110001532590, said Official Public Records and being in the east line of that remainder tract of land described by deed to Smiley Road, LTD recorded in Instrument Number 2005-102909, Real Property Records, Denton County, Texas;

THENCE N 00°31'21"W, 150.24 feet, with the west line of said Richard Tillery tract and said east line to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the north west corner of said Richard Tillery tract, being the southwest corner of that tract of land described by deed to Gary Lynn Mitchell, etux recorded in Instrument Number 20000907000970860, said Official Public Records;

THENCE N 89°11'39"E, 61.77 feet, with the north line of said Richard Tillery tract and the south line of said Mitchell tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

THENCE S 00°22'57"E, 150.25 feet, departing said common line over and across said Richard Tillery tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set in the south line of said Richard Tillery tract, being the north line of aforementioned Nguyen tract;

THENCE S 89°11'39"W, 61.40 feet, with said common line to the **Point of Beginning** and containing 9,253 square feet or 0.212 acres of land more or less.

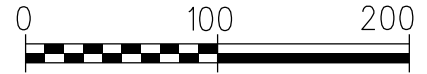
"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRS = Iron Rod Set



GRAPHIC SCALE IN FEET

"Integral parts of this document"
1. Description
2. Exhibit

G Bar 7, LTD.
Inst.* 2005-13872
R.P.R.C.C.T.

Tollway/Outer Loop, L.P.
(remainder)
Inst.* 20140827000927470
O.P.R.C.C.T.

Gary Lynn and Laura D. Mitchell
Inst.* 20000907000970860
O.P.R.C.C.T.

Tollway/Outer Loop Commercial, L.P.
Parcel 2
Inst.* 20171129001580260
O.P.R.C.C.T.

R. Cowan Survey,
Abstract Number 211

Point of
Beginning

Smiley Road, LTD
(remainder)
Inst.* 2005-102909
R.P.R.C.C.T.

N89° 11' 39" E
61.77'

N00° 31' 21" W
150.24'

0.212 Acres

S00° 22' 57" E
150.25'

Richard Tillery
Inst.* 20050114000066900
O.P.R.C.C.T.

S89° 11' 39" W
61.40'

Paul Vu & Jody H. Nguyen
Inst.* 2016110001532590
O.P.R.C.C.T.

Tollway/Outer Loop, L.P.
Inst.* 20140827000927470
O.P.R.C.C.T.

Richard Alderson Survey,
Abstract Number 7

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Exhibit of 0.212 Acre Right-of-Way Dedication

Situated in the Richard Alderson Survey, Abstract Number 7,
Collin County, Texas

**Description of a
0.209 Acre Right-of-Way Dedication**

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that tract of land described by deed to Gary Lynn and Laura D. Mitchell recorded in Instrument Number 20000907000970860, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod with no cap found at the northwest corner of said Mitchell tract, being the southwest corner of that remainder tract of land described by deed to Tollway/Outer Loop, L.P., recorded in Instrument Number 20140827000927470, said Official Public Records and being in the east line of that tract of land described by deed to G Bar 7, LTD., recorded in Instrument Number 2005-13872, Real Property Records, Denton County, Texas;

THENCE N 89°14'12"E, 62.13 feet, with the north line of said Mitchell tract and a south line of said remainder tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set, being the southeast corner of said remainder tract and being the southwest corner of that tract of land described by deed to Tollway/Outer Loop Commercial, L.P. recorded in Instrument Number 20171129001580260;

THENCE S 00°22'57"E, 147.27 feet, departing said common line over and across said Mitchell tract to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set in the south line of said Mitchell tract, being the north line of that tract of land described by deed to Richard Tillery recorded in Instrument Number 20050114000066900, said Official Public Records;

THENCE S 89°11'39"W, 61.77 feet, with said common line to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set at the southwest corner of said Mitchell tract, being the northwest corner of said Richard Tillery tract and being in the east line of that remainder tract of land described by deed to Smiley Road, LTD recorded in Instrument Number 2005-102909, said Real Property Records;

THENCE N 00°31'21"W, 147.31 feet, with the west line of said Mitchell tract to the **Point of Beginning** and containing 9,124 square feet or 0.209 acres of land more or less.

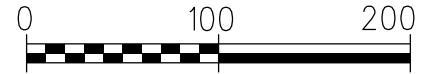
"Integral parts of this document"

1. Description
2. Exhibit

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set



GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

*R. Cowan Survey,
Abstract Number 211*

Point of
Beginning

*G Bar 7, LTD.
Inst.* 2005-13872
R.P.R.D.C.T.*

N00° 31' 21" W
147.31'

N89° 14' 12" E
62.13'

S00° 22' 57" E
147.27'

S89° 11' 39" W
61.77'

Gary Lynn and Laura D. Mitchell
Inst.* 20000907000970860
O.P.R.C.C.T.

*Richard Tillery
Inst.* 20050114000066900
O.P.R.C.C.T.*

*Paul Vu & Jody H. Nguyen
Inst.* 20161110001532590
O.P.R.C.C.T.*

*Richard Alderson Survey,
Abstract Number 7*

*Smiley Road, LTD
(remainder)
Inst.* 2005-102909
R.P.R.D.C.T.*

*Tollway/Outer Loop, L.P.
Inst.* 20140827000927470
O.P.R.C.C.T.*

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Approximate Survey Line

Denton County

Approximate County Line
Collin County

*Tollway/Outer Loop, L.P.
(remainder)
Inst.* 20140827000927470
O.P.R.C.C.T.*

*Tollway/Outer Loop Commercial, L.P.
Parcel 2
Inst.* 20171129001580260
O.P.R.C.C.T.*

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)

Exhibit of 0.209 Acre Right-of-Way Dedication

Situated in the Richard Alderson Survey, Abstract Number 7,
Collin County, Texas

Description of a 2.181 Acre Right-of-Way Dedication

BEING a tract of land situated in the R. Cowan Survey, Abstract Number 211 and the Richard Alderson Survey, Abstract Number 7, Denton County, Texas, being a portion of that tract of land described by deed to G Bar 7, LTD., recorded in Instrument Number 2005-13872, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped “PELOTON” set at the northeast corner of said G Bar 7 tract, being the southeast corner of that tract of land described by deed to Old Celina, Ltd., recorded in Instrument Number 2005-76678, said Real Property Records and being in the west line of that 500 foot right-of-way dedication described by deed to Collin County, Texas recorded in Instrument Number 20160930001319650, Official Public Records, Collin County, Texas;

THENCE S 00°25’32”E, with the east line of said G Bar 7 tract and the west line of said Collin County tract, at 256.23 feet the southwest corner of said Collin County Tract, being the northwest corner of that tract of land described by deed to Tollway/Outer Loop, L.P., recorded in Instrument Number 20140827000927470, said Official Public Records, continuing with the west line of said Tollway/Outer Loop tract, in all 1512.31 feet to a 3/8 inch iron rod with no cap found at the northwest corner of that tract of land described by deed to Gary Lynn and Laura D. Mitchell recorded in Instrument Number 20000907000970860, said Official Public Records;

THENCE S 00°31’21”E, 143.84 feet, continuing with the east line of said G Bar 7 tract and the west line of said Mitchell tract to a 5/8 inch iron rod with plastic cap stamped “PELOTON” set at the southeast corner of said G Bar 7 tract, being the northeast corner of that remainder tract of land described by deed to Smiley Road, LTD recorded in Instrument Number 2005-102909, said Real Property Records;

THENCE S 89°32’16”W, 58.21 feet, with the south line of said G Bar 7 tract and the north line of said Smiley Road tract to a 5/8 inch iron rod with plastic cap stamped “PELOTON” set;

THENCE N 00°22’57”W, 1656.04 feet, departing said common line over and across said G Bar 7 tract to a 5/8 inch iron rod with plastic cap stamped “PELOTON” set in the north line of said G Bar 7 tract, being the south line of aforementioned Old Celina tract;

THENCE N 89°25’08”E, 56.72 feet, with said common line to the **Point of Beginning** and containing 94,983 square feet or 2.181 acres of land more or less.

“Integral parts of this document”

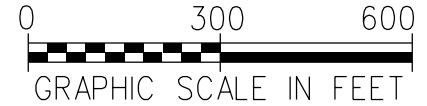
1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

Old Celina, Ltd.
Inst.* 2005-76678
R.P.R.D.C.T.

500' Right-of-Way
Collin County, Texas
Inst.* 20160930001319650
O.P.R.C.C.T.



"Integral parts of this document"
1. Description
2. Exhibit

N89° 25'08"E
56.72'

Point of
Beginning

R. Cowan Survey,
Abstract Number 211

G Bar 7, LTD.
Inst.* 2005-13872
R.P.R.D.C.T.

Tollway/Outer Loop, L.P.
(remainder)
Inst.* 20140827000927470
O.P.R.C.C.T.

Tollway/Outer Loop Commercial, L.P.
Parcel 2
Inst.* 20171129001580260
O.P.R.C.C.T.

Richard Alderson Survey,
Abstract Number 7

Gary Lynn and Laure D. Mitchell
Inst.* 20000907000970860
O.P.R.C.C.T.

Richard Tillery
Inst.* 20050114000066900
O.P.R.C.C.T.

Paul Vu & Jody H. Nguyen
Inst.* 20161110001532590
O.P.R.C.C.T.

Smiley Road, LTD
(remainder)
Inst.* 2005-102909
R.P.R.D.C.T.

S89° 32'16"W
58.21'

S00° 31'21"E
143.84'

1656.04'

1512.31'

N00° 22'57"W

S00° 25'32"E

2.181 Acres

Approximate Survey Line

Denton County

Approximate County Line

Collin County

"Preliminary, this document shall not be
recorded for any purpose and shall not
be used or viewed or relied upon as a
final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Exhibit of

2.181 Acre Right-of-Way Dedication

Situated in the R. Cowan Survey, Abstract Number 211 and the
Richard Alderson Survey, Abstract Number 7,
Denton County, Texas

Description of a 1.805 Acre Right-of-Way Dedication

BEING a tract of land situated in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being a portion of that remainder tract of land described by deed to Tollway/Outer Loop, L.P., recorded in Instrument Number 20140827000927470, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod with no cap found at the southwest corner of said remainder tract, being the northwest corner of that tract of land described by deed to Gary Lynn and Laura D. Mitchell recorded in Instrument Number 20000907000970860, said Official Public Records and being in the east line of that tract of land described by deed to G Bar 7, LTD., recorded in Instrument Number 2005-13872, Real Property Records, Denton County, Texas;

THENCE N 00°25'32"W, 1256.08 feet, with the west line of said remainder tract and said east line to a 5/8 inch iron rod with a red plastic cap found at the northwest corner of said remainder tract, being the southwest corner of that 500 foot right-of-way dedication described by deed to Collin County, Texas recorded in Instrument Number 20160930001319650, said Official Public Records;

THENCE N 89°36'13"E, 56.17 feet, with the north line of said remainder tract and the south line of said Collin County tract to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the beginning of a curve to the left;

THENCE with said common line and curve to the left, an arc distance of 6.90 feet, through a central angle of 00°05'56", having a radius of 4000.00 feet, the long chord which bears N 89°33'15"E, 6.90 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" set;

THENCE S 00°22'57"E, departing said common line over and across said remainder tract, at 349.95 feet the west line of that tract of land described by deed to Tollway/Outer Loop Commercial, Parcel 2 recorded in Instrument Number 20171129001580260, said Official Public Records, continuing with the east line of said remainder and the west line of said Parcel 2, in all 1255.69 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" set at the southeast corner of said remainder tract, being the southwest corner of said Parcel 2 and being the north line of aforementioned Mitchell tract;

THENCE S 89°14'12"W, 62.13 feet, with said common line to the **Point of Beginning** and containing 78,616 square feet or 1.805 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83

IRF = Iron Rod Found
IRS = Iron Rod Set

7.Y.c



500' Right-of-Way
Collin County, Texas
Inst.# 20160930001319650
O.P.R.C.C.T.

0 200 400

GRAPHIC SCALE IN FEET

"Integral parts of this document"

1. Description
2. Exhibit

R. Cowan Survey,
Abstract Number 211

G Bar 7, LTD.
Inst.# 2005-13872
R.P.R.D.C.T.

Richard Alderson Survey
Abstract Number 7

Tollway/Outer Loop Commercial, L.P.
Parcel 2
Inst.* 20171129001580260
O.P.R.C.C.T.

Tollway/Outer Loop, L.P.
(remainder)
Inst. # 20140827000927470
O.P.R.C.C.T.

Point of Beginning

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/27/2020

Gary Lynn and Laura D. Mitchell
Inst.* 20000907000970860
/ O.P.R.C.C.T.

S89° 14'12"W
62.13'

Exhibit of
1.805 Acre Right-of-Way Dedication

Situated in the Richard Alderson Survey, Abstract Number 7,
Collin County, Texas



JOB # CEL19001

DRAWN BY: D. Freemon

CHECKED BY: T. Bridges

DATE: 0
3/27/2020

Packet Pg. 427

Attachment: Exhibit A- Legal Description ROW (Legacy Drive Right of Way and Land Acquisition)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Green Meadows Fire Interlocal Agreement

Action Requested:

Consider and act upon an interlocal agreement with the Smiley Water Control and Improvement Districts, Nos. 1 and 2, for fire-fighting services; generally located west of Legacy Drive and north of Parvin Road. (Green Meadows Fire Interlocal Agreement) (Mohan)

Applicant:

Tomlin Investments
4265 Kellway Circle
Addison, Texas 75001

Background Information:

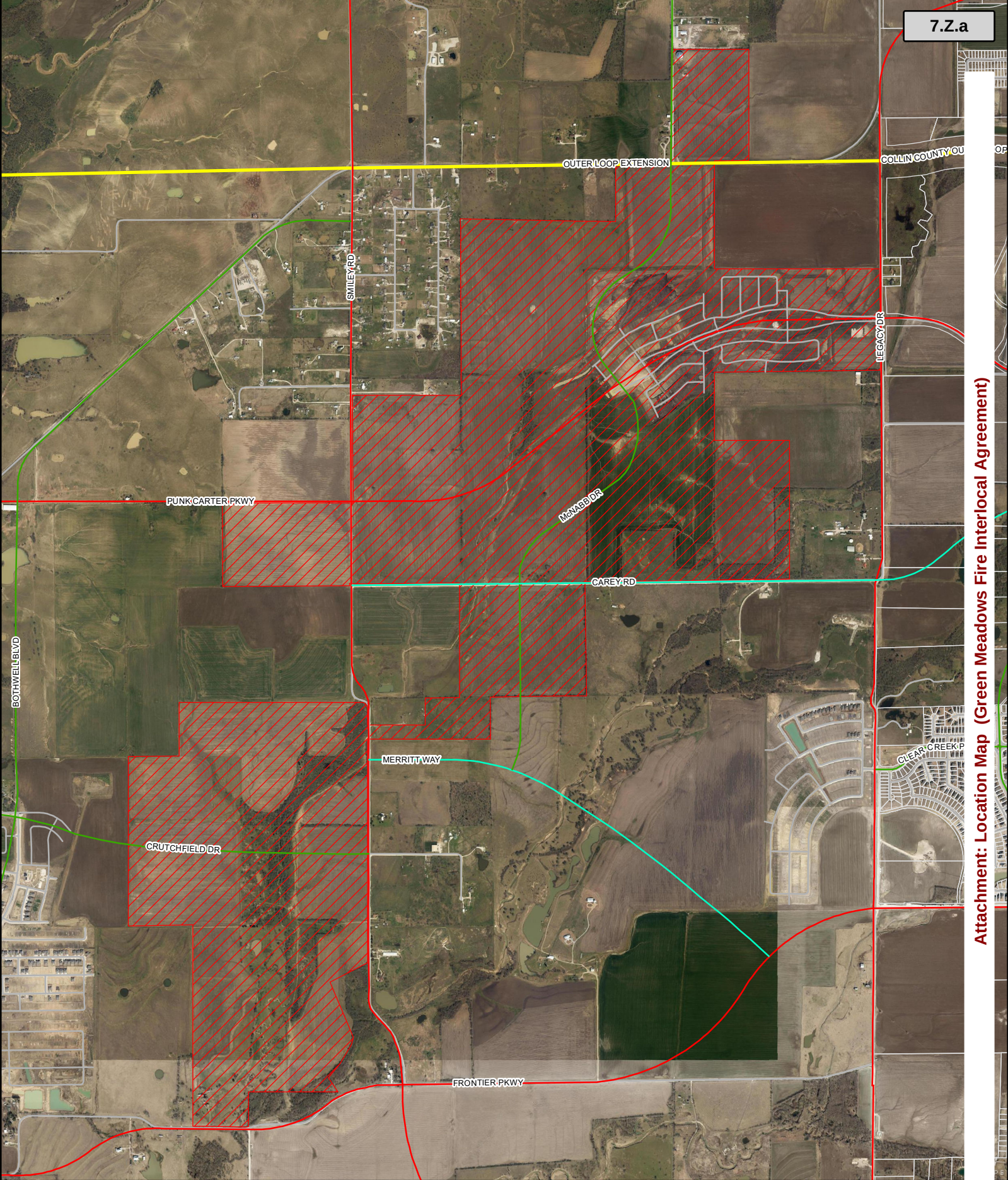
Refer to the attached document for further information.

Supporting Documents:

- Location Map
- Draft Agreement

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Green Meadows Fire Interlocal Agreement)

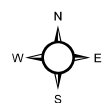


Location Map Green Meadows

Date: 5/1/2020

Legend

- Roads
- GreenMeadows
- Parcels



0

Packet Pg. 429

Feet

INTERLOCAL COOPERATION AGREEMENT FOR FIRE PROTECTION SERVICES

This Fire Protection Services Agreement (“Agreement”) is made by and between the City of Celina (the “City”), a Texas home rule municipality and the Smiley Road Water Control and Improvement District Nos. 1 and 2 (the “Districts”). City and Districts are referred to herein collectively as “the Parties” and separately as “Party.”

WHEREAS, Districts are conservation and reclamation districts and political subdivisions of the State of Texas, operating under the provisions of Article XVI, Section 59 and Article III, Section 52(b)(3) of the Texas Constitution, and Chapters 49 and 51, Texas Water Code, as amended, and Chapter 9001, Special District Local Laws Code; and

WHEREAS, Districts seek to secure fire-fighting services for the benefit of the residents and property owners within Districts’ boundaries (the “District Area”), as described in the attached Exhibit “A”; and

WHEREAS, Section 49.351(e) of the Texas Water Code authorizes Districts to contract with any other person to perform fire-fighting services within the Districts; and

WHEREAS, Sections 49.212 and 49.351 of the Texas Water Code authorize Districts to adopt and enforce all necessary charges or mandatory fees for providing or making available any district facility or service (including fire-fighting service); and

WHEREAS, the Boards of Directors of the Districts has determined that it is in the best interests of the Districts and their residents to enter into a long term contract with City to provide fire-fighting services to the District Area and proceed to secure approval of such contract by the City, Texas Commission on Environmental Quality (the “TCEQ”), and the voters of the Districts at an election pursuant to Section 49.351 of the Texas Water Code (collectively, the “Approvals”); and

WHEREAS, this Agreement is made pursuant to the authority of Section 49.213(c)(7) of the Texas Water Code and Texas Government Code, Chapter 791 as amended, more commonly known as the “Interlocal Cooperation Act”, which allows governmental entities to contract with each other to perform governmental functions for each other that they are each authorized to perform for themselves.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

In addition to other capitalized terms defined herein, when used in this Agreement the following capitalized terms shall have the meanings set forth below:

"Approval Date" means the date on which the last of the Approvals is obtained.

"Fire-Fighting Services" means all of the customary and usual services of a fire department, including fire suppression, fire prevention, training, safety education, maintenance, communications, emergency rescue, medical emergency services, photography, and administration services of the type and at the level of service regularly provided by City's Fire Department to persons and property located within City's incorporated limits on the Approval Date. This term shall also include fire inspections, code enforcement services that are typically performed by City's Fire Department personnel, or arson investigation services, to the extent the same are performed within City's incorporated limits.

"TCEQ" means the Texas Commission on Environmental Quality, a regulatory body and administrative agency of the State of Texas, or its successor agency.

Section 2. Term.

2.1 Conditions Precedent To Districts' Obligations. Pursuant to applicable law and the rules of the TCEQ, before this Agreement may become effective as to the Districts, Districts must (i) develop a fire plan (the "Plan") in accordance with the provisions of Section 49.351, Texas Water Code, and the rules of the TCEQ, (ii) obtain TCEQ's approval of the Plan and this Agreement, and (iii) obtain the approval of the Plan and this Agreement by the majority of Districts voters voting in an election (an "Election") properly called and held by Districts for such purpose. The foregoing shall constitute conditions precedent to this Agreement becoming effective as to the Districts. If such conditions precedent are not satisfied on or before December 1, 2020, this Agreement shall automatically terminate as to the Districts as of December 31, 2020.

2.2 Effective Date and Initial Term. This Agreement is effective upon the Approval Date. The Initial Term of this Agreement is herein defined below.

2.3 Renewal Terms. This Agreement shall automatically renew for additional five (5) year renewal terms (the "Renewal Term(s)"), without the need for further action by the Parties, until the District Area is annexed for full purposes by the City and the Districts are abolished. However, any Party shall have the right to terminate this Agreement upon the conclusion of the Initial Term or any Renewal Term, by providing written notice of its election to terminate to the other Party on or before twelve (12) months preceding the scheduled date of expiration of the Initial Term or any Renewal Term.

Section 3 Scope of Services

3.1 Current Staffing, Equipment and Stations. The City owns, staffs, equips and operates fire stations as well as fire-fighting vehicles and other equipment which City uses for the provision of Fire-Fighting Services within City's incorporated limits and will be used in providing Fire-Fighting Services to the District Area. In providing Fire-Fighting Services to the District

Area, City solely shall be responsible for the operation of the Fire Station and all associated vehicles and equipment.

3.2 Use of Water System. The Parties acknowledge that in providing Fire-Fighting Services to the District Area, City will use the fire hydrants, connections and water supply and distribution systems owned by City (the "Water System") which have been or will in the future be installed within the District Area. City will be responsible for inspecting and maintaining any part of the Water System within the District Area. In addition, the Districts shall not be liable to City for any deficiency or malfunction of the Water System located within the District Area except to the extent such deficiency or malfunction is the result of the negligent or intentional acts or omissions of the District, its employees, agents, and/or contractors.

3.3 Provision of Fire-Fighting Services. During the term of this Agreement, and for so long as all payments are timely made to the City as required by Section 5, below, City agrees to provide Fire-Fighting Services to all persons, buildings and property located within the District Area, including any land added to the District Area by annexation, to the same extent and the same level of service as it would within City. In providing Fire-Fighting Services to the District Area, City shall follow its adopted standard operating procedures, as they may be amended from time to time, in order to determine, in the City's sole discretion, (i) whether Fire-Fighting Services are required in a particular case, (ii) the order in which to respond to competing requests for Fire-Fighting Services and (iii) the time in which to respond to a particular request for Fire-Fighting Services. It is understood and acknowledged, that, response times, priority of calls and the services provided will be managed by the City for the District Area in the same manner as within the City. City shall not be in default of this Agreement resulting from such difference in response times, priority of calls or services.

3.4 Call and Response Data. City shall maintain records of response to emergency calls, including, but not limited to date, time, location of emergency, type of emergency, time to respond, and results. City agrees to provide a report to the Districts, as applicable, containing the foregoing information for a period of time not exceeding twelve (12) months not later than thirty (30) days after receipt of a written request. Requests for data for a period earlier than one (1) year prior than the date the request is received shall be delivered to the requesting Party as soon as reasonably feasible, but in no case later than sixty (60) days after City's receipt of the request. It is understood and acknowledged that City shall not be required to provide data and information relating to periods of time beyond City's standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with City's records retention policy. The Districts expressly waive their right to request documents containing information considered confidential under the Health Insurance Portability and Accountability Act, or any similar state law (collectively "HIPAA"). The City shall not be required to release documents containing confidential HIPAA information.

3.5 Insurance. City shall be responsible for providing all general and personal liability coverage necessary for the adequate protection of City employees providing Fire-Fighting Services at the same level of protection afforded officers and employees while performing the same or similar duties in City's incorporated limits.

3.6 Governmental Functions. The Parties each acknowledge and agree that the Fire-Fighting Services to be performed by the City are a governmental function.

Section 4

Employees, Independent Contractors and Volunteers

City's employees, independent contractors and/or volunteers shall meet at least the minimum State qualifications with respect to their performance of Fire-Fighting Services required under this Agreement. Districts shall not (i) assume responsibility for the actions of City's employees, independent contractors and/or volunteers in performing Fire-Fighting Services pursuant to this Agreement, and (ii) will make no recommendations regarding, and are in no way responsible for, the selection, sufficiency or qualification of City's employees, independent contractors and/or volunteers.

Section 5

Compensation for Fire-Fighting Services.

5.1 Compensation.

- (a) The Parties have agreed upon a methodology to determine a fair and equitable allocation of the costs of providing Fire-Fighting Services to the District Area.
- (b) To the extent allowed by law, the City agrees to provide Fire-Fighting Services at a level of service not less than those available in other parts of the City with land uses and population density similar to those reasonably projected for the Property. Such services shall be provided by the City during the term of the agreement in consideration of a monthly fee initially in the amount of \$40.00 per water meter when a meter is issued for all types of construction, such as residential and commercial, and continuing for each month thereafter ("Service Fee"). In accordance with the Development Agreement between the Parties, the Service Fee shall be billed and collected by Mustang Special Utility District ("Mustang") in conjunction with the monthly water, sewer, and waste collection bill for such structure. Starting September 30, 2021, commensurate with the semi-annual payment of the Service Fee by Mustang to the City, Districts shall pay up to a maximum of an additional \$50,000.00 to the City. The \$50,000.00 maximum payment by Districts shall be reduced by the total amount of the semi-annual Service Fee payment by Mustang to the City. Districts shall independently verify the amount of Service Fee paid by Mustang to City. These payments by the Districts shall continue every six (6) months until such time as Service Fee is paid for at least 396 water meters in either District, or subsequent bifurcated districts or the City's semi-annual Service Fee equals \$50,000.00. The City's maximum annual Service Fee receipt shall not exceed \$100,000.00 including any and all administrative fees. The \$40.00 Service Fee amount shall remain in effect until at least two (2) years have elapsed after 100% of the infrastructure for Phase I development in a particular District has been accepted ("Initial Term").

- (c) After the Initial Term, the Parties agree to use a methodology to determine a fair and equitable allocation of the costs of providing Fire-Fighting Services to the District Area. The methodology is intended to produce a cost to a resident of the Districts comparable to that allocable to a resident on the City for same or similar services. The methodology for calculating the annual amount (the “Annual Invoice”) to be paid by the Districts under this section for Fire-Fighting Services provided by the City is set forth on Exhibit “B” attached hereto and incorporated herein for all purposes.

Calculation for Fire-Fighting Services of Annual Invoice:

- (i) On or before September 1 of each year during the term of this Agreement, the City shall provide to the Districts the calculation of the Annual Invoice for the coming year. The Annual Invoice shall consist of two components as follows: (A) the Annual Amount calculated by following the process set forth in Steps 1, 2, 3A, 4A, and 5A of Exhibit B; and (B) the Prior Year Adjustment (hereinafter defined). The Parties agree to make reasonable and good faith efforts to resolve any issues regarding such calculation. [By way of example and to further explain and confirm the intent of the Parties, the calculation of the Annual Amount for the period ending September 30, 2023, is shown on Exhibit B.] Within 30 days from Districts’ receipt of such City calculation, but not later than October 1, the City shall send an invoice to the Districts in the amount of the Annual Invoice.
- (ii) On or before the following August 30, the City shall recalculate the Annual Amount for the current year following the process set forth in Steps 6, 7A, 8A, and 9A of Exhibit B. Should such recalculation produce an increase or decrease, as the case may be, in the Annual Amount for that year (the amount of such increase or decrease, the “Prior Year Adjustment”), the Prior Year Adjustment shall be added to or deducted from, as appropriate, the Annual Invoice for the coming year.
- (d) The Annual Invoice shall be paid in ten (10) equal monthly payments, beginning October 25 each year and ending the following July 25.

Section 6 Notices

All notices given pursuant to this Agreement shall be in writing and given by overnight courier or certified mail with return receipt requested, in either case with receipt being deemed the date of the signed receipt. Notice given in any other manner shall be effective only if in writing and when actually received by the party or parties to be notified. For the purpose of notice, the addresses of the parties are as follows:

If to City:

Attn: City Manager
 City of Celina
 142 N. Ohio St
 Celina, Texas 75009
 (972) 382-2682

If to Districts:

President
 Smiley Road Water Control and Improvement
 District Nos. 1 and 2
 4265 Kellway Cir.
 Addison, Texas 75001
 FAX: (972) 788-4247

Each Party shall have the right to change its address and specify same as the notice address for purposes of this Agreement by giving at least 30 days written notice to the other Party.

Section 7 Miscellaneous

7.1 Parties In Interest. This Agreement shall be for the sole and exclusive benefit of City and Districts and shall not be construed to confer any benefit or right upon any other party.

7.2 Entire Agreement. This Agreement constitutes the entire Agreement among the Parties relative to the subject matter hereof. There have not been and are no agreements, covenants, representations or warranties among the Parties, either oral or written, relative to such subject matter other than those expressly stated or provided for herein.

7.3 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

7.4 Default and Remedies.

(a) Notice of Default. No Party shall be in default under this Agreement until (i) written notice of the alleged failure of such Party to perform any of its obligations hereunder has been given by another Party and (ii) such noticed Party has had a period of time, as specified below, in which to cure the alleged failure. The Party declaring a default shall notify the offending Party in writing of any such alleged failure to perform. Such notice shall specify the basis for a declaration of default, and the notified Party shall have thirty (30) days from the receipt of such notice to cure any default. If a default is not cured within such 30-day period, then the noticing Party shall have the option to terminate this Agreement.

(b) City Termination; Other Remedies. City shall have the right to terminate this Agreement for failure by Districts, as applicable, to make the payments described in Section 5, but only after (i) City provides written notice to the defaulting Party of its intent

to so terminate this Agreement and (ii) defaulting Party is given twenty one (21) days from the receipt of such notice from City to cure the failure. City may terminate this Agreement for a failure to pay only after a failure to make all required payments within such 21-day period. City may further seek such legal remedies available to City under law to recover any amount which remains outstanding pursuant to this Agreement. Any amounts due and payable to City and which remain unpaid after 30 days from the date such payment was due shall bear interest at the maximum rate allowed by law commencing on the 31st day after payment was due. In the event City is required to file suit to collect any unpaid amounts under this Agreement, City shall further be entitled to costs and reasonable attorneys' fees incurred in prosecuting such suit.

(c) **Districts Termination.** Districts' recourse for failure of City to furnish Fire-Fighting Services under this Agreement will be the right to terminate this Agreement on or after the 60th day after providing written notice to City of such failure containing a description of how City has failed to provide Fire-Fighting Services, and City fails to cure such default. Termination pursuant to this Section 7.4(c) shall not release Districts of the obligations to pay for Fire-Fighting Services provided by City up to the date of termination or the date City ceased providing Fire-Fighting Services, whichever is earlier.

(d) **Districts' Rights Upon Termination.** Should this Agreement be terminated for any reason, or if any term of this Agreement ends and the Agreement is not renewed, Districts will be free to seek the services contemplated by this Agreement from any source available to Districts.

7.5 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall be not be affected thereby.

7.6 Force Majeure.

(a) In the event any Party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of such Party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period of time. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected shall give written notice of such force majeure to the other Party. If possible to remedy, such cause shall be remedied with all reasonable dispatch.

(b) The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the United States or the State of Texas or other military authority with jurisdiction over either Party, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, arrests, civil disturbances, widespread

pestilence, explosions, breakage or accidents to machinery, pipelines or canals, significant variations from normal weather conditions reasonably expected during the period in question, and any other inability a Party could not have avoided by the exercise of due diligence and care. "Force majeure" shall not mean or refer to governmental regulations or acts of any governmental entity, board, commission or council over which a Party may reasonably exert influence in order to meet its obligations pursuant to this Agreement.

7.7 Liability.

(a) **Districts.** Nothing stated herein shall be construed as a waiver of all the protections afforded Districts as sovereign governmental units. Districts assume no liability or responsibility for the acts and omissions of City, its employees, agents, officers or others working through them in any capacity.

(b) **City.** Nothing stated herein shall be construed as a waiver of all the protections afforded City as a sovereign governmental unit. City assumes no liability or responsibility for the acts and omissions of Districts, their employees, agents, officers or others working through them in any capacity.

7.8 Attorneys' Fees and Venue. In the event suit is filed by a Party as a result of the performance or non-performance of the terms set forth in this Agreement, and given that this Agreement is a contract for goods or services under Chapter 271 of the Texas Local Government Code, the prevailing Party shall recover its reasonable attorneys' fees and court costs, with venue of any such action to be in a state court in Collin County, Texas.

7.9. Waiver of Breach. No waiver by a Party of any default or breach of a term or condition of this Agreement by another Party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

7.10 Modification. This Agreement may only be modified, changed or altered at any time upon mutual agreement of the Parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the Parties' governing bodies and, to the extent required by law, the TCEQ and/or the majority voters of the Districts.

7.11 No Waiver of Immunity. Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against City or Districts which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to another Party, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of the Parties nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any Party, person or entity.

7.12 Authority and Enforceability. The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individuals executing this Agreement on behalf of each Party has been duly authorized to do

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

7.13 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

7.14. No Joint Enterprise. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the Parties.

7.15 No Interpretation Against a Party. This Agreement shall not be construed more strictly against the drafter as the Parties have had the benefit of counsel in the negotiation and preparation of this Agreement.

7.16 Headings. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

7.17 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

(signatures on following pages)

Attachment: Draft Agreement (Green Meadows Fire Interlocal Agreement)

SIGNED AND AGREED this _____ day of _____, 2020.

CITY CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, _____ of the City of Celina, Texas, on behalf of said City.

Notary Public in and for the State of Texas

Attachment: Draft Agreement (Green Meadows Fire Interlocal Agreement)

Accepted and executed as of the _____ day of _____, 2020.

**SMILEY ROAD WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 1**

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, _____ of the Smiley Road Water Control and Improvement District No. 1, on behalf of said District.

Notary Public in and for the State of Texas

Accepted and executed as of the _____ day of _____, 2020.

**SMILEY ROAD WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 2**

By: _____
Name: _____
Title: _____

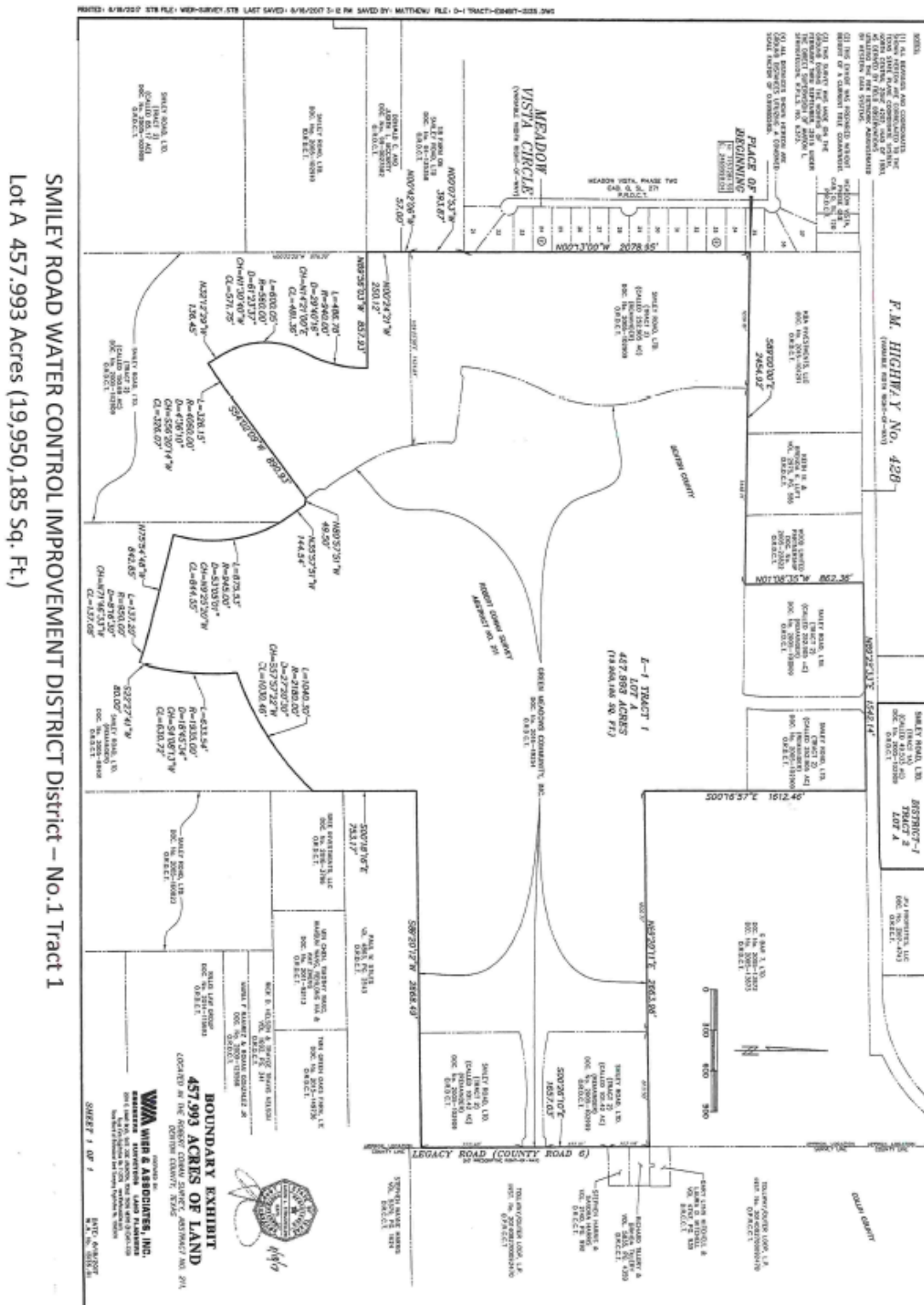
STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, _____ of the Smiley Road Water Control and Improvement District No. 2, on behalf of said District.

Notary Public in and for the State of Texas

Attachment: Draft Agreement (Green Meadows Fire Interlocal Agreement)

EXHIBIT “A”
DISTRICT AREA



DISTRICT ONE - TRACT 1 - LOT A:

BEING A TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT No. 211, DENTON COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO GREEN MEADOWS COMMUNITY, INC., RECORDED IN DOCUMENT No. 2016-49254, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD. RECORDED IN DOCUMENT NUMBER 2005-102909, O.R.D.C.T. (DENOTED AS TRACT 2, 150.69 ACRE TRACT), A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD. RECORDED IN DOCUMENT No. 2005-102909 O.R.D.C.T. (DENOTED AS TRACT 2, 252.905 ACRE TRACT), A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD. RECORDED IN DOCUMENT NUMBER 2005-102909, O.R.D.C.T. (DENOTED AS TRACT 2, 101.42 ACRE TRACT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 89°00'00" WEST, 2.24 FEET, SAID POINT BEING IN THE EAST LINE OF LOT 35, BLOCK 2, MEADOW VISTA, PHASE TWO, AN ADDITION TO DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET Q, SLIDE 271, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), THE NORTHWEST CORNER SAID 252.905 ACRE TRACT, AND BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO KBA INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2015-101291, O.R.D.C.T.;

THENCE SOUTH 89°00'00" EAST, ALONG THE NORTH LINE OF SAID 252.905 ACRE TRACT AND THE SOUTH LINE OF SAID KBA TRACT, AT A DISTANCE OF 1006.81 FEET, PASSING THE NORTHWEST CORNER OF SAID GREEN MEADOWS COMMUNITY TRACT, CONTINUING ALONG THE SOUTH LINE OF SAID KBA TRACT, THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO KEITH M. LUFT & BRENDA K. LUFT RECORDED IN VOLUME 2975, PAGE 586, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), AND THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO WOOD LIMITED PARTNERSHIP RECORDED IN DOCUMENT NUMBER 2005-2282, O.R.D.C.T., AND CONTINUING IN ALL A TOTAL DISTANCE OF 2454.92 FEET TO AN 80D NAIL FOUND, SAID NAIL BEING AN ELL CORNER IN SAID 252.905 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID WOOD TRACT;

THENCE NORTH 01°08'35" WEST, ALONG THE WEST LINE OF SAID 252.905 ACRE TRACT AND THE EAST LINE OF SAID WOOD TRACT, A DISTANCE OF 862.36 FEET TO A 3/8" IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 428 (A VARIABLE WIDTH RIGHT-OF-WAY), SAID IRON ROD BEING THE MOST NORTHERLY NORTHWEST CORNER OF SAID 252.905 ACRE TRACT AND THE NORTHEAST CORNER OF SAID WOOD LIMITED PARTNERSHIP TRACT;

THENCE NORTH 89°22'33" EAST, ALONG THE NORTH LINE OF SAID 252.905 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. 428, A DISTANCE OF 1542.14 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID 252.905 ACRE TRACT AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO G BAR 7, LTD., RECORDED IN DOCUMENT NO. 2005-13872, O.R.D.C.T., AND DOCUMENT NO. 2005-13873, O.R.D.C.T.;

THENCE SOUTH 00°16'57" EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. 428, ALONG THE EAST LINE OF SAID 252.905 ACRE TRACT AND THE WEST LINE OF SAID G BAR 7 TRACT, A DISTANCE OF 1612.46 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH 3700", SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID G BAR 7 TRACT;

THENCE NORTH 89°20'11" EAST, ALONG THE SOUTH LINE OF SAID G BAR 7 TRACT AND THE NORTH LINE OF SAID GREEN MEADOWS COMMUNITY TRACT, AT A DISTANCE OF 1800.71 FEET, PASSING THE MOST NORTHERLY NORTHEAST CORNER OF SAID GREEN MEADOWS COMMUNITY TRACT, CONTINUING IN ALL A TOTAL DISTANCE OF 2663.96 FEET TO A 1/2" IRON ROD FOUND BEING THE NORTHEAST CORNER OF SAID 101.42 ACRE TRACT, THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO RICHARD TILLERY AND BRINDA TILLERY RECORDED IN VOLUME 5835, PAGE 4359, DEED RECORDS, COLLIN COUNTY TEXAS (D.R.C.C.T.), AND THE SOUTHEAST CORNER OF SAID G BAR 7 TRACT;

THENCE SOUTH 00°26'10" EAST, ALONG THE EAST LINE OF SAID 101.42 ACRE TRACT AND THE WEST LINE OF SAID TILLERY TRACT, AT A DISTANCE OF 302.58 FEET, PASSING A POINT FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE) BEARS NORTH 89°18'28" EAST, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO STEPHEN HARRIS & SANDRA HARRIS, RECORDED IN VOLUME 2140, PAGE 990, D.R.C.C.T., AND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TOLLWAY/OUTER LOOP, L.P., RECORDED IN INSTRUMENT NO. 2014082700092470, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), CONTINUING ALONG THE WEST LINE OF SAID TOLLWAY/OUTER LOOP TRACT IN ALL A TOTAL DISTANCE OF 1657.03 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700", BEING THE SOUTHEAST CORNER OF SAID 101.42 ACRE TRACT AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PAUL W. STILES, RECORDED IN VOLUME 4863, PAGE 2543, D.R.D.C.T.;

THENCE SOUTH 89°20'12" WEST, ALONG THE SOUTH LINE OF SAID 101.42 ACRE TRACT AND THE NORTH LINE OF SAID STILES TRACT, AT A DISTANCE OF 76.16 FEET, PASSING A 5/8" IRON ROD FOUND, AND CONTINUING IN ALL A TOTAL DISTANCE OF 2668.49 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID STILES TRACT;

THENCE SOUTH 00°18'16" EAST, ALONG AN EAST LINE OF SAID GREEN MEADOWS COMMUNITY TRACT, THE WEST LINE OF SAID STILES TRACT AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO SREE INVESTMENTS, LLC RECORDED IN DOCUMENT NUMBER 2016-3796, O.R.D.C.T., A DISTANCE OF 753.17 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH A 1/2" IRON ROD FOUND BEARS SOUTH 00°18'16" EAST, A DISTANCE OF 303.85 FEET, SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID SREE INVESTMENTS TRACT, THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD. RECORDED IN DOCUMENT NUMBER 2005-160823, O.R.D.C.T., AND BEING IN THE EAST LINE OF SAID SMILEY ROAD, LTD. TRACT RECORDED IN DOCUMENT NUMBER 2005-88401;

THENCE ALONG THE SOUTH LINE OF SAID GREEN MEADOWS COMMUNITY TRACT AS FOLLOWS:

- (1) SOUTHWESTERLY, AN ARC LENGTH OF 1040.30 FEET, DEPARTING THE WEST LINE OF SAID SREE INVESTMENTS TRACT, AND ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF

2180.00 FEET, A DELTA ANGLE OF 27°20'30" AND A CHORD BEARING OF SOUTH 57°57'22" WEST, 1030.46 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

(2) SOUTHERLY, AN ARC LENGTH OF 633.54 FEET, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1935.00 FEET, A DELTA ANGLE OF 18°45'34" AND A CHORD BEARING OF SOUTH 04°08'13" WEST, 630.72 FEET TO A POINT;

(3) SOUTH 22°27'41" WEST, A DISTANCE OF 80.00 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(4) NORTHWESTERLY, AN ARC LENGTH OF 137.20 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 08°16'30" AND A CHORD BEARING OF NORTH 71°46'33" WEST, 137.08 FEET TO A POINT;

(5) NORTH 75°54'48" WEST, A DISTANCE OF 842.85 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(5) NORTHERLY, AN ARC LENGTH OF 875.53 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 945.00 FEET, A DELTA ANGLE OF 53°05'01" AND A CHORD BEARING OF NORTH 09°25'20" WEST, 844.55 FEET TO A POINT;

(6) NORTH 35°57'51" WEST, A DISTANCE OF 144.54 FEET TO A POINT;

(7) NORTH 80°57'51" WEST, A DISTANCE OF 49.50 FEET TO A POINT;

THENCE SOUTH 54°02'09" WEST, DEPARTING THE SOUTH LINE OF SAID GREEN MEADOWS COMMUNITY TRACT, A DISTANCE OF 890.93 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 326.15 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 4060.00, A DELTA ANGLE OF 04°36'10" AND A CHORD BEARING OF SOUTH 56°20'14" WEST, 326.07 FEET TO A POINT;

THENCE N 32°12'29" W, A DISTANCE OF 136.45 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE NORTHERLY, AN ARC LENGTH OF 600.05 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 560.00, A DELTA ANGLE OF 61°23'37" AND A CHORD BEARING OF NORTH 01°30'40" WEST, 571.75 FEET TO A POINT, BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 486.78 FEET ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 940.00 FEET, A DELTA ANGLE OF 29°40'16", AND A CHORD BEARING OF NORTH 14°21'00" EAST, 481.36 FEET TO A POINT;

THENCE NORTH 89°56'03" WEST, A DISTANCE OF 857.93 FEET TO A POINT, BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO DONALD C. AND JUDITH L. MCCARTY,

RECORDED IN DOCUMENT No. 99-0027582, O.R.D.C.T., AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD., RECORDED IN DOCUMENT No. 2005-102910, O.R.D.C.T.;

THENCE NORTH 00°24'21" WEST, ALONG THE WEST LINE OF SAID 150.69 ACRE TRACT AND THE EAST LINE OF SAID MCCARTY TRACT, A DISTANCE OF 250.12 FEET TO A POINT, BEING THE NORTHEAST CORNER OF SAID MCCARTY TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO 18 FARM ON SMILEY ROAD, LTD., RECORDED IN DOCUMENT NO. 04-135358, O.R.D.C.T.;

THENCE NORTH 00°42'06" WEST, ALONG THE WEST LINE OF SAID 150.69 ACRE TRACT AND THE EAST LINE OF SAID 18 FARM ON SMILEY ROAD TRACT, A DISTANCE OF 57.00 FEET TO A 1/2" IRON ROD FOUND, BEING THE NORTHWEST CORNER OF SAID 150.69 ACRE TRACT, AND THE SOUTHWEST CORNER OF SAID 252.905 ACRE TRACT;

THENCE NORTH 00°07'53" WEST, ALONG THE WEST LINE OF SAID 252.905 ACRE TRACT AND THE EAST LINE OF SAID 18 FARM ON SMILEY ROAD TRACT, A DISTANCE OF 393.87 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "HUITT ZOLLARS", BEING THE NORTHEAST CORNER OF SAID 18 FARM ON SMILEY ROAD TRACT AND THE SOUTHEAST CORNER OF LOT 21, BLOCK 2, OF SAID MEADOW VISTA, PHASE TWO ADDITION;

THENCE NORTH 00°13'00" WEST, ALONG THE EAST LINE OF SAID BLOCK 2 AND THE WEST LINE OF SAID 252.905 ACRE TRACT, A DISTANCE OF 2078.95 FEET TO THE PLACE OF BEGINNING AND CONTAINING 457.993 ACRES (19,650,185 SQUARE FEET) OF LAND, MORE OR LESS;

DISTRICT ONE - TRACT 2 - LOT A

BEING A TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT NO. 211, DENTON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD., AS TRACT 1A, A CALLED 49.533 ACRE TRACT RECORDED IN DOCUMENT NO. 2005-102909, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "HAMMETT & NASH 1803" IN THE NORTH RIGHT OF WAY LINE OF F.M. HIGHWAY NO. 428 (A VARIABLE WIDTH RIGHT-OF-WAY), BEING THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO JPJ PROPERTIES, LLC, RECORDED IN DOCUMENT NO. 2007-4743, O.R.D.C.T.;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 428 AND THE SOUTH LINE OF SAID SMILEY ROAD TRACT AS FOLLOWS:

(1) SOUTH 82°37'18" WEST, A DISTANCE OF 88.66 FEET TO A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE);

(2) SOUTH 89°23'18" WEST, A DISTANCE OF 1149.88 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700" BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO REX MASK AND FRAN MASK, RECORDED IN VOLUME 1883, PAGE 58, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.);

THENCE NORTH 00°07'23" WEST, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 428, ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT AND THE EASE LINE OF SAID MASK TRACT, AT A DISTANCE OF 1262.47 FEET, PASSING A 3/8" IRON ROD FOUND, BEING THE NORTHEAST CORNER OF SAID MASK TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ROBERT J. ANDRES AND JANIS LYNN ANDRES, CO-TRUSTEES OF THE ANDRES FAMILY TRUST, RECORDED IN DOCUMENT NO. 2013-92646, O.R.D.C.T., CONTINUING ALONG THE EAST LINE OF SAID ANDRES FAMILY TRUST TRACT, IN ALL A TOTAL DISTANCE OF 1748.17 FEET TO A 1/2" IRON ROD FOUND, FROM WHICH AN EYE BOLT (LEANING) BEARS NORTH 47°40'27" WEST, 0.30 FEET, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ALTHEA SULLIVAN AND DAVID SULLIVAN RECORDED IN DOCUMENT NO. 2010-102265, O.R.D.C.T.;

THENCE N 89°24'29" E, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, 60.00 FEET TO A POINT, BEING THE NORTHEAST CORNER OF A 60 FOOT WIDE ACCESS EASEMENT AND THE NORTHWEST CORNER OF A 350 FOOT BY 350 FOOT WATER FACILITY SITE EASEMENT, BOTH RECORDED IN DOCUMENT NO. 2017-1076, O.R.D.C.T.;

THENCE S 00°07'23" E, DEPARTING THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, AND ALONG THE EAST LINE OF SAID ACCESS EASEMENT AND WEST LINE OF SAID WATER FACILITY SITE EASEMENT, 583.36 FEET TO A POINT;

THENCE N 89°24'29" E, DEPARTING THE EAST LINE OF SAID ACCESS EASEMENT, 583.36 FEET TO A POINT;

THENCE N 00°07'23" W, 583.36 FEET TO A POINT IN THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT;

THENCE N 89°24'29" E, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, 591.13 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT AND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO CELINA DENTON PROPERTIES, LLC, RECORDED IN INSTRUMENT NO. 2013-150533, O.R.D.C.T., FROM WHICH A SECOND 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE) BEARS SOUTH 20°49'48" EAST, 0.42 FEET, AND A THIRD 1/2" IRON ROD FOUND BEARS NORTH 66°30'24" EAST, 0.43 FEET;

THENCE S 00°13'58" E, ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT AND THE WEST LINE OF SAID CELINA DENTON TRACT, AT A DISTANCE OF 966.11 FEET, PASSING A 1/2" IRON ROD FOUND, BEING THE SOUTHWEST CORNER OF SAID CELINA DENTON TRACT AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PETER J. & CAROLYN P. BEADLING FAMILY LIVING TRUST RECORDED IN INSTRUMENT NO. 2017-75433, O.R.D.C.T., CONTINUING ALONG THE WEST LINE OF SAID BEADLING TRACT AND THE WEST LINE OF SAID JPJ TRACT, IN ALL A TOTAL DISTANCE OF 1737.27 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 41.780 ACRES (1,819,937 SQUARE FEET) OF LAND, MORE OR LESS.

DISTRICT ONE - TRACT 2 - LOT B:

BEING A TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT NO. 211, DENTON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD., AS TRACT 1A, A CALLED 49.533 ACRE TRACT RECORDED IN DOCUMENT NO. 2005-102909, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND THE EAST LINE OF A TRACT OF LAND RESCIBED IN A DEED TO ROBERT J. ANDRES & JANIS LYNN ANDRES, CO-TRUSTEES OF THE ANDRES FAMILY TRUST, RECORDED IN DOCUMENT No. 2013-92646, O.R.D.C.T., FROM WHICH AN EYE BOLT (LEANING) BEARS NORTH 47°40'27" WEST, 0.30 FEET, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ALTHEA SULLIVAN AND DAVID SULLIVAN RECORDED IN DOCUMENT NO. 2010-102265, O.R.D.C.T.;

THENCE NORTH 89°24'29" EAST, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, A DISTANCE OF 60.0 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING ON THE FUTURE 60 FOOT RIGHT-OF-WAY LINE;

THENCE NORTH 89°24'29" EAST, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, A DISTANCE OF 350.01 FEET TO A POINT;

THENCE SOUTH 00°07'23" EAST, DEPARTING THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, A DISTANCE OF 350.01 FEET TO A POINT;

THENCE S 89°24'29" W, A DISTANCE OF 350.01 FEET TO A POINT IN THE EAST LINE OF SAID FUTURE 60 FOOT RIGHT-OF -WAY;

THENCE NORTH 00°07'23" WEST, ALONG THE SAID FUTURE 60 FOOT RIGHT-OF-WAY, A DISTANCE OF 350.01 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.812 ACRES (122,504 SQUARE FEET) OF LAND, MORE OR LESS.

DISTRICT ONE - TRACT 2 - LOT C

BEING A TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT NO. 211, DENTON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD., AS TRACT 1A, A CALLED 49.533 ACRE TRACT RECORDED IN DOCUMENT NO. 2005-102909, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO ALTHEA SULLIVAN AND DAVID SULLIVAN RECORDED IN DOCUMENT NO. 2010-102265, O.R.D.C.T., BEING THE NORTHEAST CORNER OF A 350 FOOT BY 350 FOOT WATER FACILITY SITE EASEMENT RECORDED IN DOCUMENT NO. 2017-1076, O.R.D.C.T, FROM WHICH A 1/2" IRON ROD FOUND BEARS S 89°24'29" W, 410.01 FEET, BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT AND THE SOUTHWEST CORNER OF SAID SULLIVAN TRACT;

THENCE N 89°24'29" E, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, 233.35 FEET TO A POINT, FROM WHICH A 1/2" IRON ROD FOUND BEARS N 89°24'29" E, 591.14 FEET, BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT AND THE SOUTHEAST CORNER OF SAID SULLIVAN TRACT;

THENCE S 00°07'23" E, DEPARTING THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, 583.36 FEET TO A POINT;

THENCE S 89°24'29" W, 583.36 FEET TO A POINT IN THE EAST LINE OF A 60 FOOT WIDE ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2017-1046, O.R.D.C.T.;

THENCE N 00°07'23" W, ALONG THE EAST LINE OF SAID ACCESS EASEMENT, 233.35 FEET TO A POINT, BEING THE SOUTHWEST CORNER OF SAID WATER FACILITY SITE EASEMENT;

THENCE N 89°24'29" E, DEPARTING THE EAST LINE OF SAID ACCESS EASEMENT AND ALONG THE SOUTH LINE OF SAID WATER FACILITY SITE EASEMENT, 350.01 FEET TO A POINT, BEING THE SOUTHEAST CORNER OF SAID WATER FACILITY SITE EASEMENT;

THENCE N 00°07'23" W, ALONG THE EAST LINE OF SAID WATER FACILITY SITE EASEMENT, 350.01 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 5.000 ACRES (217,795 SQUARE FEET) OF LAND, MORE OR LESS.

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DISTRICT TWO - LOT A

BEING A TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT NO. 211, THE ANTHONY THOMASSON SURVEY, ABSTRACT No. 1265, THE WILLIAM PHILLIPS SURVEY, ABSTRACT No. 1029, THE BENJAMIN L. RUE SURVEY, ABSTRACT No. 1113, THE TEXAS & PACIFIC RAILROAD CO. SURVEY, ABSTRACT NO. 1299, THE THOMAS B. COX SURVEY, ABSTRACT NO. 309, THE JOHN MORTON SURVEY, ABSTRACT NO. 791, THE C. COPENHAVER SURVEY, ABSTRACT NO. 253 AND THE JOHN B. RUE SURVEY, ABSTRACT NO. 1112, DENTON COUNTY, TEXAS, BEING ALL OF TRACTS OF LAND DESCRIBED IN DEEDS TO SMILEY ROAD, LTD., RECORDED IN DOCUMENT NOS. 2006-15660, 2006-2064, 2006-77986, 2006-45938, 2006-2173, 2006-21488, 2005-160823, AND 2005-102910, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), BEING PORTIONS OF TRACTS OF LAND DESCRIBED IN DEEDS TO SMILEY ROAD, LTD., RECORDED IN DOCUMENT NOS. 2005-102909 AND 2005-88401, O.R.D.C.T., AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO TVG TEXAS I, LLC, RECORDED IN DOCUMENT No. 2012-59927, O.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN AN EAST LINE OF A TRACT OF LAND DESCRIBED IN A TRUSTEE'S DEED TO RITA L. SORRELLS, RECORDED IN DOCUMENT NO. 99-0068678, O.R.D.C.T., SAID IRON ROD ALSO BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T.;

THENCE NORTH 00°19'22" WEST, ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T. AND AN EAST LINE OF SAID SORRELLS TRACT, A DISTANCE OF 1325.01 FEET TO A 3/4" IRON ROD FOUND, BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T. AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PUNKADILLY, LTD., RECORDED IN DOCUMENT NO. 2011-37656, O.R.D.C.T.;

THENCE NORTH 89°41'15" EAST, DEPARTING AN EAST LINE OF SAID SORRELLS TRACT AND ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T. AND ALONG THE SOUTH LINE OF SAID PUNKADILLY TRACT, A DISTANCE OF 2040.76 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING IN THE WEST LINE OF A TRACT OF LAND DESCRIBED AS A CALLED 85.17 ACRE TRACT IN TRACT 2 OF THE DEED TO SMILEY ROAD, LTD. RECORDED IN DOCUMENT NO. 2005-102909, O.R.D.C.T., THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T. AND THE SOUTHEAST CORNER OF SAID PUNKADILLY TRACT;

THENCE NORTH 00°23'08" WEST, ALONG THE WEST LINE OF SAID 85.17 ACRE TRACT, THE EAST LINE OF SAID PUNKADILLY TRACT AND THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-102910, O.R.D.C.T., A DISTANCE OF 1321.66 FEET TO A POINT, BEING THE NORTHEAST CORNER OF SAID PUNKADILLY TRACT AND THE SOUTHEAST CORNER OF A RIGHT-OF-WAY DEDICATION AS SHOWN ON THE PLAT OF WILLOW WOOD, AN ADDITION TO THE COUNTY OF DENTON, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET M, PAGE 260, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.);

THENCE NORTH 00°15'28" EAST, ALONG THE EAST LINE OF SAID RIGHT-OF-WAY DEDICATION AND THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-102910, O.R.D.C.T., A

DISTANCE OF 370.59 FEET TO 1/2" IRON ROD FOUND, BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-102910, O.R.D.C.T. AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO DONALD C. MCCARTY AND JUDITH L. MCCARTY RECORDED IN DOCUMENT NO. 99-0027582, O.R.D.C.T.;

THENCE SOUTH 89°56'03" EAST, DEPARTING THE EAST LINE OF SAID RIGHT-OF-WAY DEDICATION AND ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-102910, O.R.D.C.T. AND THE SOUTH LINE OF SAID MCCARTY TRACT, AT A DISTANCE OF 1742.68 FEET, PASSING A POINT IN THE WEST LINE OF SAID 150.69 ACRE TRACT, SAID POINT BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-102910, O.R.D.C.T. AND THE SOUTHEAST CORNER OF SAID MCCARTY TRACT, CONTINUING IN ALL A TOTAL DISTANCE OF 2600.60 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 486.78 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 940.00 FEET, A DELTA ANGLE OF 29°40'16", AND A CHORD BEARING OF SOUTH 14°21'00" WEST, 481.36 FEET TO A POINT, BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE SOUTHERLY, AN ARC LENGTH OF 600.05 FEET ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 560.00 FEET, A DELTA ANGLE OF 61°23'37" AND A CHORD BEARING OF SOUTH 01°30'40" EAST, 571.75 FEET TO A POINT;

THENCE SOUTH 32°12'29" EAST, A DISTANCE OF 136.45 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 326.15 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 4060.00 FEET, A DELTA ANGLE OF 04°36'10" AND A CHORD BEARING OF NORTH 56°20'14" EAST, 326.07 FEET TO A POINT;

THENCE NORTH 54°02'09" EAST, A DISTANCE OF 890.93 FEET TO A POINT IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO GREEN MEADOWS COMMUNITY, INC., RECORDED IN DOCUMENT No. 2016-49254, O.R.D.C.T.;

THENCE ALONG THE SOUTH LINE OF SAID GREEN MEADOWS COMMUNITY TRACT AS FOLLOWS:

(1) SOUTH 80°57'51" EAST, A DISTANCE OF 49.50 FEET TO A POINT;

(2) SOUTH 35°57'51" EAST, A DISTANCE OF 144.54 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(3) SOUTHEASTERLY, AN ARC LENGTH OF 875.53 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 945.00 FEET, A DELTA ANGLE OF 53°05'01", AND A CHORD BEARING OF SOUTH 09°25'20" EAST, 844.55 FEET TO A POINT;

(4) SOUTH 75°54'48" EAST, A DISTANCE OF 842.85 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(5) SOUTHEASTERLY, AN ARC LENGTH OF 137.20 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 08°16'30", AND A CHORD BEARING OF SOUTH 71°46'33" EAST, 137.08 FEET TO A POINT;

(6) NORTH 22°27'41" EAST, A DISTANCE OF 80.00 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(7) NORTHERLY, AN ARC LENGTH OF 633.54 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1935.00 FEET, A DELTA ANGLE OF 18°45'34", AND A CHORD BEARING OF NORTH 04°08'13" EAST, 630.72 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(8) NORTHEASTERLY, AN ARC LENGTH OF 1040.30 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2180.00 FEET, A DELTA ANGLE OF 27°20'30", AND A CHORD BEARING OF NORTH 57°57'22" EAST, 1030.46 FEET TO A POINT IN THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T., AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO SREE INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2016-3796, O.R.D.C.T.;

THENCE SOUTH 00°18'16" EAST, ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T., AND THE WEST LINE OF SAID SREE TRACT, A DISTANCE OF 303.85 FEET TO A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE), SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID SREE TRACT AND THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T.;

THENCE NORTH 89°18'29" EAST, DEPARTING THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T., ALONG THE SOUTH LINE OF SAID SREE TRACT AND THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T., AT A DISTANCE OF 892.73 FEET, PASSING A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PREMIER SURVEYING" BEARS SOUTH 00°41'31" EAST, 1.24 FEET, SAID POINT BEING THE SOUTHEAST CORNER OF SAID SREE TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO WEN CHEN, TIMOTHY WANG, XIANQUN WANG, RENLONG XIA & AMY ZHENG RECORDED IN DOCUMENT NO. 2011-92113, O.R.D.C.T., CONTINUING ALONG THE SOUTH LINE OF SAID WEN CHEN, TIMOTHY WANG, XIANQUN WANG, RENLONG XIA & AMY ZHENG TRACT, IN ALL A TOTAL DISTANCE OF 1199.23 FEET TO A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE), SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T., AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO RICK D. NELSON AND TRAYCE TRAVIS NELSON RECORDED IN VOLUME 1692, PAGE 341, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.);

THENCE SOUTH 00°19'16" EAST, ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T., A DISTANCE OF 2243.04 FEET TO A 3/8" IRON ROD FOUND IN CAREY ROAD (A 60 FOOT WIDE PRESCRIPTIVE RIGHT-OF-WAY), SAID IRON ROD BEING THE

SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T.;

THENCE SOUTH 89°18'26" WEST, ALONG SAID CAREY ROAD AND THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T., AT A DISTANCE OF 1198.75 FEET, PASSING A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ALLIANCE" BEARS SOUTH 00°20'00" EAST, 0.39 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T., AND THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T., CONTINUING ALONG SAID CAREY ROAD AND THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T., IN ALL A TOTAL DISTANCE OF 3196.46 FEET TO A RAILROAD SPIKE FOUND, BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T.;

THENCE SOUTH 89°24'49" WEST, A DISTANCE OF 48.26 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PIBURN PARTNERS", BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T.;

THENCE SOUTH 00°48'51" EAST, ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T., AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO WEST CELINA 86 PARTNERS, LTD., RECORDED IN DOCUMENT NO. 2015-23235, O.R.D.C.T., A DISTANCE OF 1777.29 FEET TO A 1/2" IRON ROD FOUND IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO MERRITT/THORNTON MANAGEMENT COMPANY, L.L.C. RECORDED IN VOLUME 4428, PAGE 2046, D.R.D.C.T., SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T.;

THENCE SOUTH 89°14'06" WEST, ALONG THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T. AND THE NORTH LINE OF SAID MERRITT/THORNTON TRACT, A DISTANCE OF 1501.62 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID MERRITT/THORNTON MANAGEMENT COMPANY TRACT AND THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T.;

THENCE SOUTH 01°50'16" WEST, DEPARTING THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T., ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T. AND THE WEST LINE OF SAID MERRITT/THORNTON TRACT, A DISTANCE OF 654.51 FEET TO A 1/2" IRON ROD FOUND, BEING THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T., AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO JAMES H. MERRITT, III RECORDED IN DOCUMENT NO. 95-R0068384, O.R.D.C.T.;

THENCE SOUTH 89°53'39" WEST, ALONG THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T., AND THE NORTH LINE OF SAID MERRITT TRACT, A DISTANCE OF 1903.85 FEET TO A 3/8" IRON ROD FOUND IN SMILEY ROAD (A 60 FOOT WIDE PRESCRIPTIVE RIGHT-OF-WAY), AND IN THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-

77986, O.R.D.C.T., SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T., AND THE NORTHWEST CORNER OF SAID MERRITT TRACT;

THENCE SOUTH 00°07'31" EAST, ALONG SAID SMILEY ROAD, THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T., THE WEST LINE OF SAID MERRITT TRACT, AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO CLAUDE WAYNE ADAMS & KATHLEEN ANN ADAMS RECORDED IN VOLUME 990, PAGE 32, D.R.D.C.T., AT A DISTANCE OF 1365.67 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE), SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T., THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., THE SOUTHWEST CORNER OF SAID ADAMS TRACT AND THE NORTHWEST CORNER OF A 30 FOOT RIGHT-OF-WAY DEDICATION AS SHOWN ON THE PLAT OF SMILEY ACRES, AN ADDITION TO THE COUNTY OF DENTON, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET D, PAGE 324, P.R.D.C.T., CONTINUING ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., THE WEST LINE OF SAID RIGHT-OF-WAY DEDICATION, AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TEEL LAKES, LLC RECORDED IN DOCUMENT NO. 2009-126512, O.R.D.C.T., IN ALL A TOTAL DISTANCE OF 3567.93 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO BORGATA, LLC, RECORDED IN DOCUMENT NO. 2014-49291, O.R.D.C.T.;

THENCE ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., AS FOLLOWS:

(1) SOUTH 68°32'18" WEST, ALONG THE NORTH LINE OF SAID BORGATA TRACT, AT A DISTANCE OF 38.06 FEET PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700" AND CONTINUING IN ALL A TOTAL DISTANCE OF 684.74 FEET TO A 1/2" IRON ROD FOUND, BEING THE NORTHWEST CORNER OF SAID BORGATA TRACT;

(2) SOUTH 21°28'10" EAST, ALONG THE WEST LINE OF SAID BORGATA TRACT, A DISTANCE OF 986.29 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700";

(3) SOUTH 09°23'43" WEST, CONTINUING ALONG THE WEST LINE OF SAID BORGATA TRACT, A DISTANCE OF 101.52 FEET TO A 1/2" IRON ROD FOUND IN THE NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO SALVADOR N. BUENTELLO, JR. AND JERE BUENTELLO RECORDED IN VOLUME 2633, PAGE 648, D.R.D.C.T., SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID BORGATA TRACT;

(4) SOUTH 31°20'08" WEST, ALONG THE NORTHWEST LINE OF SAID BUENTELLO TRACT, A DISTANCE OF 360.15 FEET TO A 1/2" IRON ROD FOUND;

(5) SOUTH 43°12'13" WEST, CONTINUING ALONG THE NORTHWEST LINE OF SAID BUENTELLO TRACT, A DISTANCE OF 258.66 FEET TO A 1/2" IRON ROD FOUND, BEING THE MOST WESTERLY CORNER OF SAID BUENTELLO TRACT;

(6) SOUTH 34°05'01" EAST, ALONG THE SOUTHWEST LINE OF SAID BUENTELLO TRACT, A DISTANCE OF 321.24 FEET TO A 1/2" IRON ROD FOUND IN PARVIN ROAD (A 60 FOOT WIDE PRESCRIPTIVE RIGHT-OF-WAY) AND THE NORTH LINE OF SAID TVG TEXAS I TRACT, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., AND THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID BUENTELLO TRACT AND FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "JANUARY CONSULTANTS" BEARS SOUTH 72°43' EAST, 2.0 FEET;

THENCE NORTH 83°53'57" EAST, ALONG THE NORTH LINE OF SAID TVG TEXAS I TRACT AND THE SOUTH LINE OF SAID BUENTELLO TRACT, A DISTANCE OF 127.83 FEET TO 60D NAIL FOUND (BENT) IN SAID PARVIN ROAD AND BEING THE NORTHEAST CORNER OF SAID TVG TEXAS I TRACT;

THENCE ALONG SAID PARVIN ROAD AS FOLLOWS:

(1) SOUTH 70°28'11" WEST, A DISTANCE OF 3.77 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE LEFT;

(2) SOUTHWESTERLY, AN ARC LENGTH OF 372.52 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 21°20'38" AND A CHORD BEARING OF SOUTH 59°45'11" WEST, 370.37 FEET TO A POINT;

(3) SOUTH 49°04'52" WEST, A DISTANCE OF 345.20 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(4) SOUTHWESTERLY, AN ARC LENGTH OF 205.67 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 39°16'51", AND A CHORD BEARING OF S 68°43'16" W, 201.67 FEET TO A POINT;

(5) SOUTH 88°21'40" WEST, A DISTANCE OF 580.48 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE LEFT;

(6) SOUTHWESTERLY, AN ARC LENGTH OF 176.08 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 425.00 FEET, A DELTA ANGLE OF 23°44'15", AND A CHORD BEARING OF SOUTH 76°29'33" WEST, 174.82 FEET TO A POINT, BEING THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

(7) SOUTHWESTERLY, AN ARC LENGTH OF 23.05 FEET ALONG SAID COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A DELTA ANGLE OF 17°36'34", AND A CHORD BEARING OF SOUTH 55°49'02" WEST, 22.96 FEET TO A POINT;

(8) SOUTH 53°04'15" WEST, A DISTANCE OF 28.85 FEET TO A POINT IN THE WEST LINE OF SAID TVG TEXAS I TRACT, SAID POINT BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS THE FIRST TRACT IN A DEED TO BRICE JACKSON, BOBBY C. JACKSON, AND NOLAN P. JACKSON RECORDED IN VOLUME 4910, PAGE 2975, D.R.D.C.T.;

THENCE NORTH 02°04'42" EAST, ALONG THE WEST LINE OF SAID TVG TEXAS I TRACT AND AN EAST LINE OF SAID JACKSON TRACT, A DISTANCE OF 568.51 FEET TO A POINT, BEING AN ELL CORNER OF SAID JACKSON TRACT AND THE NORTHWEST CORNER OF SAID TVG TEXAS I TRACT;

THENCE NORTH 89°28'31" EAST, ALONG A SOUTH LINE OF SAID JACKSON TRACT, AND THE NORTH LINE OF SAID TVG TEXAS I TRACT, A DISTANCE OF 582.75 FEET TO AN EYE BOLT FOUND, BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T. AND THE MOST EASTERLY SOUTHEAST CORNER OF SAID JACKSON TRACT;

THENCE NORTH 00°38'10" WEST, ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., AND THE EAST LINE OF SAID JACKSON TRACT, AT A DISTANCE OF 1047.10 FEET, PASSING A POINT, FROM WHICH AN EYE BOLT UNDER A FENCE BEARS SOUTH 89°21' WEST, 0.6 FEET, CONTINUING IN ALL A TOTAL DISTANCE OF 2646.23 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700", SAID IRON ROD BEING AN ELL CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T. AND THE NORTHEAST CORNER OF SAID JACKSON TRACT;

THENCE SOUTH 89°13'46" WEST, ALONG THE MOST WESTERLY SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., THE NORTH LINE OF SAID JACKSON TRACT AND THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T., AT A DISTANCE OF 1482.92 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700", FROM WHICH A PIPE FENCE POST BEARS SOUTH 10°42' WEST, 0.6 FEET, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID JACKSON TRACT AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO JO LYNN CAREY NINEMIRE, LAURA JEAN CAREY VARNER & MARK CARLTON CAREY, RECORDED IN DOCUMENT NO. 2014-16824, O.R.D.C.T., CONTINUING ALONG THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T. AND THE NORTH LINE OF SAID NINEMIRE, VARNER & CAREY TRACT, IN ALL A TOTAL DISTANCE OF 2481.91 FEET TO A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE), BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T., AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS TRACT 4 IN A DEED TO CADG SUTTON FIELDS, LLC RECORDED IN DOCUMENT NO. 2015-15963, O.R.D.C.T.;

THENCE NORTH 00°23'13" WEST, ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T., AND THE EAST LINE OF SAID CADG SUTTON FIELDS TRACT, A DISTANCE OF 2685.00 FEET TO A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF SAID SORRELLS TRACT, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T. AND THE NORTHEAST CORNER OF SAID CADG SUTTON FIELDS TRACT;

THENCE NORTH 89°30'13" EAST, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T., AND THE SOUTH LINE OF SAID SORRELLS TRACT, A DISTANCE OF 830.46 FEET TO A 1/2" IRON ROD FOUND, BEING THE MOST WESTERLY SOUTHWEST CORNER OF

SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T. AND THE SOUTHEAST CORNER OF SAID SORRELLS TRACT;

THENCE NORTH 00°53'50" WEST, DEPARTING THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T., ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T., AND AN EAST LINE OF SAID SORRELLS TRACT, A DISTANCE OF 865.40 FEET TO A BOIS D'ARC FENCE POST FOUND, BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T. AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO MARTHA KING AND PEGGY EARTHMAN RECORDED IN VOLUME 3410, PAGE 811, D.R.D.C.T.;

THENCE ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T. AS FOLLOWS:

(1) NORTH 89°10'42" EAST, ALONG THE SOUTH LINE OF SAID KING AND EARTHMAN TRACT, A DISTANCE OF 2745.66 FEET TO A POINT, IN SAID SMILEY ROAD BEING THE SOUTHEAST CORNER OF SAID KING AND EARTHMAN TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SANGANI PROPERTIES, LTD., RECORDED IN DOCUMENT NO. 2004-35477, O.R.D.C.T.;

(2) NORTH 89°17'22" EAST, ALONG SAID SMILEY ROAD AND THE SOUTH LINE OF SAID SANGANI TRACT, A DISTANCE OF 269.35 FEET TO A POINT, BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T., AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ANN A. KEIFER AND PAUL R. KEIFER RECORDED IN VOLUME 4589, PAGE 1880, D.R.D.C.T.;

THENCE SOUTH 00°06'01" EAST, ALONG SAID SMILEY ROAD, THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T. AND THE WEST LINE OF SAID KEIFER TRACT, A DISTANCE OF 376.75 FEET TO A 3/8" IRON ROD FOUND, BEING THE SOUTHWEST CORNER OF SAID KEIFER TRACT AND THE MOST WESTERLY NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T.;

THENCE NORTH 89°05'08" EAST, DEPARTING SAID SMILEY ROAD, THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T., AND ALONG THE MOST WESTERLY NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T. AND THE SOUTH LINE OF SAID KEIFER TRACT, A DISTANCE OF 925.13 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700", BEING THE SOUTHEAST CORNER OF SAID KEIFER TRACT;

THENCE NORTH 00°04'09" WEST, ALONG THE MOST NORTHERLY WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T. AND THE EAST LINE OF SAID KEIFER TRACT, A DISTANCE OF 377.27 FEET TO A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF SAID SANGANI TRACT, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID KEIFER TRACT AND THE MOST NORTHERLY NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T.;

THENCE ALONG THE MOST NORTHERLY NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T AND THE SOUTH LINE OF SAID SANGANI TRACT AS FOLLOWS:

(1) NORTH 89°17'39" EAST, A DISTANCE OF 115.47 FEET TO A 1/2" IRON ROD FOUND;

(2) NORTH 89°11'07" EAST, A DISTANCE OF 378.27 FEET TO A 1/2" IRON ROD FOUND, BEING THE SOUTHEAST CORNER OF SAID SANGANI TRACT AND THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T.;

THENCE NORTH 00°28'30" WEST, ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T., THE EAST LINE OF SAID SANGANI TRACT, AND THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO DON F. KENDALL & JULIA P. KENDALL, TRUSTEES OF THE KENDALL LIVING TRUST, RECORDED IN DOCUMENT NO. 2012-134665, O.R.D.C.T., A DISTANCE OF 1785.94 FEET TO A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE) IN SAID CAREY ROAD, IN THE SOUTH LINE OF SAID 85.17 ACRE TRACT, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T., AND THE NORTHEAST CORNER OF SAID KENDALL TRACT;

THENCE SOUTH 89°22'32" WEST, ALONG SAID CAREY ROAD, THE SOUTH LINE OF SAID 85.17 ACRE TRACT, AND THE NORTH LINE OF SAID KENDALL TRACT, A DISTANCE OF 1685.69 FEET TO A 80D NAIL FOUND IN SAID SMILEY ROAD, BEING THE SOUTHWEST CORNER OF SAID 85.17 ACRE TRACT, THE NORTHWEST CORNER OF SAID KENDALL TRACT, THE NORTHEAST CORNER OF SAID KING AND EARTHMAN TRACT, AND THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T.;

THENCE SOUTH 89°44'12" WEST, DEPARTING SAID SMILEY ROAD, ALONG THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T., AND THE NORTH LINE OF SAID KING AND EARTHMAN TRACT, A DISTANCE OF 2042.09 FEET TO THE PLACE OF BEGINNING AND CONTAINING 913.502 ACRES (39,792,147 SQUARE FEET) OF LAND, MORE OR LESS.

DISTRICT TWO - LOT B

BEING A TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT No. 211, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT RAILROAD SPIKE FOUND, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T.;

THENCE SOUTH 89°24'49" WEST, AT A DISTANCE OF 48.26 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PIBURN PARTNERS", BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD., RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T., CONTINUING IN ALL A TOTAL DISTANCE OF 660.01 FEET TO A POINT;

THENCE NORTH 00°15'01" WEST, A DISTANCE OF 330.01 FEET TO A POINT;

THENCE NORTH 89°24'49" EAST, A DISTANCE OF 660.01 FEET TO A POINT IN THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT No. 2005-88401, O.R.D.C.T.;

THENCE SOUTH 00°15'01" EAST, ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT No. 2005-88401, O.R.D.C.T., A DISTANCE OF 330.01 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5.000 ACRES (217,804 SQUARE FEET) OF LAND, MORE OR LESS.

EXHIBIT “B”

METHODOLOGY FORMULA FOR CALCULATING COSTS OF SERVICES

Green Meadows Allocation		
Estimate September 1	Step 1	SUM \$County Certified Roll, A, C1, O times \$Effective O&M rate in Budget =Revenues derived from Residential taxes
	Step 2	Revenues derived from Residential taxes divided by Total General Fund Revenues Budgeted = % of Residential Revenues
	Step 3A	Total Fire Budget multiplied by % Residential Revenues (Step2) = \$of Fire Expenses Paid by Residential Taxes
	Step 3B	Total Police Budget multiplied by % Residential Revenues (Step 2) = \$of Police Expenses Paid by Residential Taxes
	Step 4A	\$Paid by Residential Taxes for Fire (above) divided by Total County “Count” previously used = \$Costs per Living Unit Equivalent (LUE)
	Step 4B	\$Paid by Residential Taxes for Police (above) divided by Total County “Count” previously used = \$Costs per living Unit Equivalent (LUE)
	Step 5A	\$Costs per LUE Fire (above) Multiplied by total Green Meadows LUE on the ground, plus any permits pulled effective September 30 th =Annual Fire Cost to Green Meadows
	Step 5B	\$Costs per LUE Police (above) Multiplied by total Green Meadows LUE on the ground, plus any permits pulled effective September 30 th = Annual Police Costs to Green Meadows
		= Annual TOTAL Cost to Green Meadows Payments can be made in 10 equal installments, beginning October 25th and ending July 25th.
Invoice October 1 st		
True Up next Aug 30 th Using actual 11 month FY collections/ Expenses	Step 6	Collected Revenues from Residential taxes divided by Total Collected General Fund Revenues FYE (including LF Payments) = % of Residential Revenues
	Step 7A	Total Fire Budget Amended multiplied by % Residential Revenues (Step 2) = \$of Amended Fire Expenses Paid by Residential Taxes
	Step 7B	Total Police Budget Amended multiplied by % Residential Revenues (Step 2) = \$of Amended Police Expenses Paid by Residential Taxes
	Step 8A	\$Paid by Residential Taxes for Fire (above) divided by Total County “Count” previously used = \$Costs per Living Unit Equivalent (LUE)
	Step 8B	\$Paid by Residential Taxes for Police (above) divided by Total County “Count” previously used = \$Costs per Living Unit Equivalent (LUE)
	Step 9A	Costs per LUE Fire (above) Multiplied by total Green Meadows LUE previously used = Annual Fire Cost to Green Meadows added to next year’s invoice total (Step 4A)
	Step 9B	\$Costs per LUE Police (above) Multiplied by total Green Meadows LUE on the ground = Annual Police Cost to Green Meadows added to next year’s invoice total (Step 4B)
		= Annual credit or increase to Green Meadows next year calculation



GREEN MEADOWS

Public Safety Annual Calculation

Year 20XX

Data needed:

Total GF Revenues (less transfers in not related to Public Safety)
Total County Certified Rolls for Categories A, C1, O
Effective M&O rate
Total Property Taxes from Residential
Public Safety budget with Debt service numbers included
Fire Budget
Police Budget
Residential Count for Categories A, C1
Total Permits in Green Meadows at September 30, 20XX

Source:

20XX Approved Budget (page 43 Incl prmts from LF in 20XX /XX FY)
20XX Certified Totals (ARB Approved Totals) (7/20/2016)
20XX Approved Budget (page 3)

20XX Approved Budget (page 95) Capital & Debt Service Spreadsheet from City
20XX Approved Budget (page 103) Capital & Debt Service Spreadsheet from City
20XX Certified Totals (ARB Approved Totals) (7/20/20XX) “Count Column”
City Records



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Green Meadows Police Interlocal Agreement

Action Requested:

Consider and act upon an interlocal agreement with the Smiley Water Control and Improvement Districts, Nos. 1 and 2, for law enforcement services; generally located west of Legacy Drive and north of Parvin Road. (Green Meadows Police Interlocal Agreement) (Mohan)

Background Information:

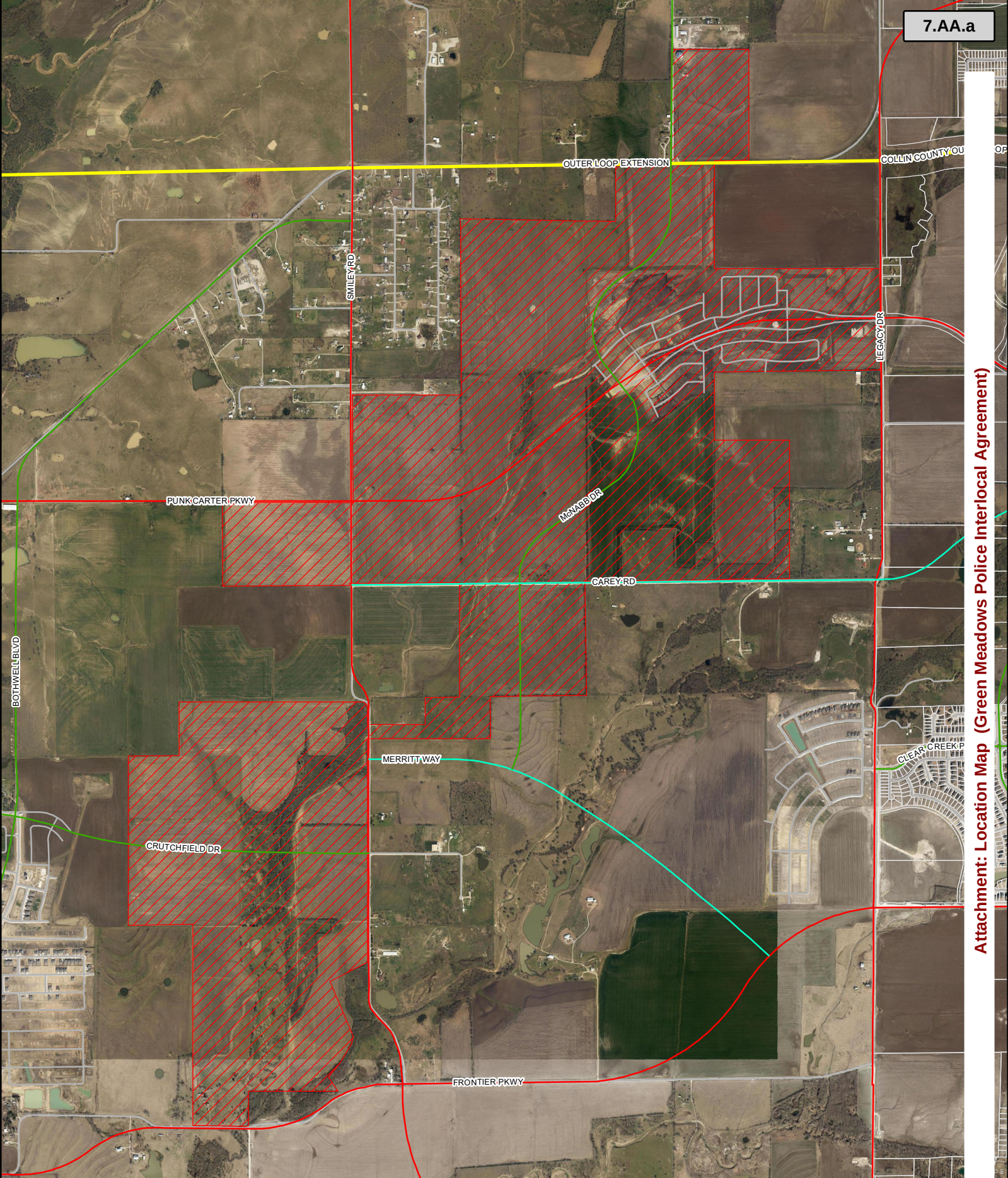
Refer to the attached document for further information.

Supporting Documents:

- Location Map
- Draft Agreement

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (Green Meadows Police Interlocal Agreement)



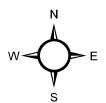
Life Connected.

Location Map Green Meadows

Date: 5/1/2020

Legend

- Roads
- Green Meadows
- Parcels



0

Packet Pg. 464

Feet

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Law Enforcement Services Agreement (“Agreement”) is made by and between the City of Celina (the “City”), a Texas home rule municipality and the Smiley Road Water Control and Improvement District Nos. 1 and 2 (the “Districts”). City and Districts are referred to herein collectively as “the Parties” and separately as “Party.”

WHEREAS, Districts are conservation and reclamation districts and political subdivisions of the State of Texas, operating under the provisions of Article XVI, Section 59 and Article III, Section 52(b)(3) of the Texas Constitution, and Chapters 49 and 51, Texas Water Code, as amended, and Chapter 9001, Special District Local Laws Code; and

WHEREAS, Districts seek to secure Law Enforcement Services (herein after defined) for the benefit of the residents and property owners within Districts’ boundaries (the “District Area”), as described in the attached Exhibit “A”; and

WHEREAS, pursuant to Section 49.216, Texas Water Code, the Districts may contract for peace officers with power to make arrests when necessary to prevent or abate the commission of (1) any offense against the rules of the Districts when the offense or threatened offense occurs on any land, water, or easement owned or controlled by the Districts; (2) any offense involving injury or detriment to any property owned or controlled by the Districts; and (3) any offense against the laws of the state; and

WHEREAS, Section 49.212 Texas Water Code, authorizes the Districts to adopt and enforce all necessary charges or mandatory fees for providing or making available any district facility or service (including Law Enforcement Services); and

WHEREAS, the Boards of Directors of the Districts has determined that it is in the best interests of the Districts and their residents to enter into a long term contract with City to provide Law Enforcement Services to the District Area; and

WHEREAS, this Agreement is made pursuant to the authority of Section 49.213(c)(7) of the Texas Water Code and Texas Government Code, Chapter 791 as amended, more commonly known as the “Interlocal Cooperation Act”, which allows governmental entities to contract with each other to perform governmental functions for each other that they are each authorized to perform for themselves.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Term.

1.1 Effective Date and Initial Term. This Agreement is effective upon the last of the Parties approvals below. The Initial Term of this Agreement is herein defined below.

1.2 Renewal Terms. This Agreement shall automatically renew for additional five (5) year renewal terms (the “Renewal Term(s)”), without the need for further action by the Parties, until the District Area is annexed for full purposes by the City and the Districts are abolished. However, any Party shall have the right to terminate this Agreement upon the conclusion of the Initial Term or any Renewal Term, by providing written notice of its election to terminate to the other Party on or before twelve (12) months preceding the scheduled date of expiration of the Initial Term or any Renewal Term.

Section 2 Scope of Services

2.1 Current Staffing, Equipment and Stations. The City owns, staffs, equips and operates fire stations as well as law enforcement vehicles and other equipment which City uses for the provision of Law Enforcement Services within City’s incorporated limits and will be used in providing Law Enforcement Services to the District Area. In providing Law Enforcement Services to the District Area, City solely shall be responsible for the operation of the Fire Station and all associated vehicles and equipment.

2.2 Provision of Law Enforcement Services.

(a) Provide all Law Enforcement Services to the Districts including but not limited to; patrol, traffic, criminal investigation, special response team and all resources and equipment, as defined and quantified in the annual City of Celina adopted budget, at the same level and to the same degree as are provided to the citizens of Celina (the “Law Enforcement Services”). The Celina Police Department will enforce the laws of the State of Texas and the City ordinances, and the City will manage the response time, priority of calls and the service provided by the City for the District Area in the same manner as within the City limits.

(b) Provide citizens and/or residents of the Districts with the same access to the City’s Police Chief, officers, and employees as is provided to Celina’s citizens and residents in relation to law enforcement activities.

(c) City shall maintain records of response to emergency calls, including, but not limited to date, time, location, type of call and time to respond for up to twelve (12) months. It is understood and acknowledged that City shall not be required to provide data and information relating to periods of time beyond City’s standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with City’s records retention policy. Any request for records requiring information beyond the basic call for service information described above requires the submission of a public information request and shall be governed by the Texas Public Information Act Chapter 552, Texas Government Code.

2.3 Call and Response Data. City shall maintain records of response to emergency calls, including, but not limited to date, time, location of emergency, type of emergency, time to respond, and results. City agrees to provide a report to the Districts, as applicable, containing the foregoing information for a period of time not exceeding twelve (12) months not later than thirty (30) days after receipt of a written request. Requests for data for a period earlier than one (1) year prior than the date the request is received shall be delivered to the requesting Party as soon as reasonably feasible, but in no case later than sixty (60) days after City's receipt of the request. It is understood and acknowledged that City shall not be required to provide data and information relating to periods of time beyond City's standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with City's records retention policy. The Districts expressly waive their right to request documents containing information considered confidential under the Health Insurance Portability and Accountability Act, or any similar state law (collectively "HIPAA"). The City shall not be required to release documents containing confidential HIPAA information.

2.4 Insurance. City shall be responsible for providing all general and personal liability coverage necessary for the adequate protection of City employees providing Law Enforcement Services at the same level of protection afforded officers and employees while performing the same or similar duties in City's incorporated limits.

2.5 Governmental Functions. The Parties each acknowledge and agree that the Law Enforcement Services to be performed by the City are a governmental function.

Section 3 Employees, Independent Contractors and Volunteers

City's employees, independent contractors and/or volunteers shall meet at least the minimum State qualifications with respect to their performance of Law Enforcement Services required under this Agreement. Districts shall not (i) assume responsibility for the actions of City's employees, independent contractors and/or volunteers in performing Law Enforcement Services pursuant to this Agreement, and (ii) will make no recommendations regarding, and are in no way responsible for, the selection, sufficiency or qualification of City's employees, independent contractors and/or volunteers.

Section 4 Compensation for Law Enforcement Services.

4.1 Compensation.

(a) The Parties have agreed upon a methodology to determine a fair and equitable allocation of the costs of providing Law Enforcement Services to the District Area.

(b) To the extent allowed by law, the City agrees to provide Law Enforcement Services at a level of service not less than those available in other parts of the City with land uses and population density similar to those reasonably projected for the Property.

Such services shall be provided by the City during the term of the agreement in consideration of a monthly fee initially in the amount of \$40.00 per water meter when a meter is issued for all types of construction, such as residential and commercial, and continuing for each month thereafter ("Service Fee"). In accordance with the Development Agreement between the Parties, the Service Fee shall be billed and collected by Mustang Special Utility District ("Mustang") in conjunction with the monthly water, sewer, and waste collection bill for such structure. Starting September 30, 2021, commensurate with the semi-annual payment of the Service Fee by Mustang to the City, Districts shall pay up to a maximum of an additional \$50,000.00 to the City. The \$50,000.00 maximum payment by Districts shall be reduced by the total amount of the semi-annual Service Fee payment by Mustang to the City. Districts shall independently verify the amount of Service Fee paid by Mustang to City. These payments by the Districts shall continue every six (6) months until such time as Service Fee is paid for at least 396 water meters in either District, or subsequent bifurcated districts or the City's semi-annual Service Fee equals \$50,000.00. The City's maximum annual Service Fee receipt shall not exceed \$100,000.00 including any and all administrative fees. The \$40.00 Service Fee amount shall remain in effect until at least two (2) years have elapsed after 100% of the infrastructure for Phase I development in a particular District has been accepted ("Initial Term").

(c) After the Initial Term, the Parties agree to use a methodology to determine a fair and equitable allocation of the costs of providing Law Enforcement Services to the District Area. The methodology is intended to produce a cost to a resident of the Districts comparable to that allocable to a resident on the City for same or similar services. The methodology for calculating the annual amount (the "Annual Invoice") to be paid by the Districts under this section for Law Enforcement Services provided by the City is set forth on Exhibit "B" attached hereto and incorporated herein for all purposes.

Calculation for Law Enforcement Services of Annual Invoice:

- (i) On or before September 1 of each year during the term of this Agreement, the City shall provide to the Districts the calculation of the Annual Invoice for the coming year. The Annual Invoice shall consist of two components as follows: (A) the Annual Amount calculated by following the process set forth in Steps 1, 2, 3B, 4B, and 5B of Exhibit B; and (B) the Prior Year Adjustment (hereinafter defined). The Parties agree to make reasonable and good faith efforts to resolve any issues regarding such calculation. [By way of example and to further explain and confirm the intent of the Parties, the calculation of the Annual Amount for the period ending September 30, 2023, as shown on Exhibit B.] Within 30 days from Districts' receipts of such City calculation, but not later than October 1, the City shall send an invoice to the Districts in the amount of the Annual Invoice.
- (ii) On or before the following August 30, the City shall recalculate the Annual Amount for the current year following the process set forth in Steps 6, 7B, 8B, and 9B of Exhibit B. Should such recalculation produce an increase or decrease, as the case may be, in the Annual Amount for that year (the amount of such increase or decrease, the "Prior Year Adjustment"), the

Prior Year Adjustment shall be added to or deducted from, as appropriate, the Annual Invoice for the coming year.

(d) The Annual Invoice shall be paid in ten (10) equal monthly payments, beginning October 25 each year and ending the following July 25.

Section 5 Notices

All notices given pursuant to this Agreement shall be in writing and given by overnight courier or certified mail with return receipt requested, in either case with receipt being deemed the date of the signed receipt. Notice given in any other manner shall be effective only if in writing and when actually received by the party or parties to be notified. For the purpose of notice, the addresses of the parties are as follows:

If to City:

Attn: City Manager
City of Celina
142 N. Ohio St
Celina, Texas 75009
(972) 382-2682

If to Districts:

President
Smiley Road Water Control and Improvement
District Nos. 1 and 2
4265 Kellway Cir.
Addison, Texas 75001
FAX: (972) 788-4247

Each Party shall have the right to change its address and specify same as the notice address for purposes of this Agreement by giving at least 30 days written notice to the other Party.

Section 6 Miscellaneous

6.1 Parties In Interest. This Agreement shall be for the sole and exclusive benefit of City and Districts and shall not be construed to confer any benefit or right upon any other party.

6.2 Entire Agreement. This Agreement constitutes the entire Agreement among the Parties relative to the subject matter hereof. There have not been and are no agreements, covenants, representations or warranties among the Parties, either oral or written, relative to such subject matter other than those expressly stated or provided for herein.

6.3 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

6.4 Default and Remedies.

(a) **Notice of Default.** No Party shall be in default under this Agreement until (i) written notice of the alleged failure of such Party to perform any of its obligations hereunder has been given by another Party and (ii) such noticed Party has had a period of time, as specified below, in which to cure the alleged failure. The Party declaring a default shall notify the offending Party in writing of any such alleged failure to perform. Such notice shall specify the basis for a declaration of default, and the notified Party shall have thirty (30) days from the receipt of such notice to cure any default. If a default is not cured within such 30-day period, then the noticing Party shall have the option to terminate this Agreement.

(b) **City Termination; Other Remedies.** City shall have the right to terminate this Agreement for failure by Districts, as applicable, to make the payments described in Section 5, but only after (i) City provides written notice to the defaulting Party of its intent to so terminate this Agreement and (ii) defaulting Party is given twenty one (21) days from the receipt of such notice from City to cure the failure. City may terminate this Agreement for a failure to pay only after a failure to make all required payments within such 21-day period. City may further seek such legal remedies available to City under law to recover any amount which remains outstanding pursuant to this Agreement. Any amounts due and payable to City and which remain unpaid after 30 days from the date such payment was due shall bear interest at the maximum rate allowed by law commencing on the 31st day after payment was due. In the event City is required to file suit to collect any unpaid amounts under this Agreement, City shall further be entitled to costs and reasonable attorneys' fees incurred in prosecuting such suit.

(c) **Districts Termination.** Districts' recourse for failure of City to furnish Law Enforcement Services under this Agreement will be the right to terminate this Agreement on or after the 60th day after providing written notice to City of such failure containing a description of how City has failed to provide Law Enforcement Services, and City fails to cure such default. Termination pursuant to this Section 6.4(c) shall not release Districts of the obligations to pay for Law Enforcement Services provided by City up to the date of termination or the date City ceased providing Law Enforcement Services, whichever is earlier.

(d) **Districts' Rights Upon Termination.** Should this Agreement be terminated for any reason, or if any term of this Agreement ends and the Agreement is not renewed, Districts will be free to seek the services contemplated by this Agreement from any source available to Districts.

6.5 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby.

6.6 Force Majeure.

(a) In the event any Party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of such Party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period of time. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected shall give written notice of such force majeure to the other Party. If possible to remedy, such cause shall be remedied with all reasonable dispatch.

(b) The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the United States or the State of Texas or other military authority with jurisdiction over either Party, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, arrests, civil disturbances, widespread pestilence, explosions, breakage or accidents to machinery, pipelines or canals, significant variations from normal weather conditions reasonably expected during the period in question, and any other inability a Party could not have avoided by the exercise of due diligence and care. "Force majeure" shall not mean or refer to governmental regulations or acts of any governmental entity, board, commission or council over which a Party may reasonably exert influence in order to meet its obligations pursuant to this Agreement.

6.7 Liability.

(a) Districts. Nothing stated herein shall be construed as a waiver of all the protections afforded Districts as sovereign governmental units. Districts assume no liability or responsibility for the acts and omissions of City, its employees, agents, officers or others working through them in any capacity.

(b) City. Nothing stated herein shall be construed as a waiver of all the protections afforded City as a sovereign governmental unit. City assumes no liability or responsibility for the acts and omissions of Districts, their employees, agents, officers or others working through them in any capacity.

6.8 Attorneys' Fees and Venue. In the event suit is filed by a Party as a result of the performance or non-performance of the terms set forth in this Agreement, and given that this Agreement is a contract for goods or services under Chapter 271 of the Texas Local Government Code, the prevailing Party shall recover its reasonable attorneys' fees and court costs, with venue of any such action to be in a state court in Collin County, Texas.

6.9. Waiver of Breach. No waiver by a Party of any default or breach of a term or condition of this Agreement by another Party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

6.10 Modification. This Agreement may only be modified, changed or altered at any time upon mutual agreement of the Parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the Parties' governing bodies and, to the extent required by law, the TCEQ and/or the majority voters of the Districts.

6.11 No Waiver of Immunity. Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against City or Districts which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to another Party, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of the Parties nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any Party, person or entity.

6.12 Authority and Enforceability. The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individuals executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

6.13 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

6.14. No Joint Enterprise. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the Parties.

6.15 No Interpretation Against a Party. This Agreement shall not be construed more strictly against the drafter as the Parties have had the benefit of counsel in the negotiation and preparation of this Agreement.

6.16 Headings. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

6.17 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

(signatures on following pages)

SIGNED AND AGREED this _____ day of _____, 2020.

CITY CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, _____ of the City of Celina, Texas, on behalf of said City.

Notary Public in and for the State of Texas

Attachment: Draft Agreement (Green Meadows Police Interlocal Agreement)

Accepted and executed as of the _____ day of _____, 2020.

**SMILEY ROAD WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 1**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____ of the Smiley Road Water Control and Improvement District No. 1, on behalf of said District.

Notary Public in and for the State of Texas

Accepted and executed as of the _____ day of _____, 2020.

**SMILEY ROAD WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 2**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____ of the Smiley Road Water Control and Improvement District No. 2, on behalf of said District.

Notary Public in and for the State of Texas

Attachment: Draft Agreement (Green Meadows Police Interlocal Agreement)

DISTRICT ONE - TRACT 1 - LOT A:

BEING A TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT No. 211, DENTON COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO GREEN MEADOWS COMMUNITY, INC., RECORDED IN DOCUMENT No. 2016-49254, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD. RECORDED IN DOCUMENT NUMBER 2005-102909, O.R.D.C.T. (DENOTED AS TRACT 2, 150.69 ACRE TRACT), A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD. RECORDED IN DOCUMENT No. 2005-102909 O.R.D.C.T. (DENOTED AS TRACT 2, 252.905 ACRE TRACT), A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD. RECORDED IN DOCUMENT NUMBER 2005-102909, O.R.D.C.T. (DENOTED AS TRACT 2, 101.42 ACRE TRACT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 89°00'00" WEST, 2.24 FEET, SAID POINT BEING IN THE EAST LINE OF LOT 35, BLOCK 2, MEADOW VISTA, PHASE TWO, AN ADDITION TO DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET Q, SLIDE 271, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), THE NORTHWEST CORNER SAID 252.905 ACRE TRACT, AND BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO KBA INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2015-101291, O.R.D.C.T.;

THENCE SOUTH 89°00'00" EAST, ALONG THE NORTH LINE OF SAID 252.905 ACRE TRACT AND THE SOUTH LINE OF SAID KBA TRACT, AT A DISTANCE OF 1006.81 FEET, PASSING THE NORTHWEST CORNER OF SAID GREEN MEADOWS COMMUNITY TRACT, CONTINUING ALONG THE SOUTH LINE OF SAID KBA TRACT, THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO KEITH M. LUFT & BRENDA K. LUFT RECORDED IN VOLUME 2975, PAGE 586, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), AND THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO WOOD LIMITED PARTNERSHIP RECORDED IN DOCUMENT NUMBER 2005-2282, O.R.D.C.T., AND CONTINUING IN ALL A TOTAL DISTANCE OF 2454.92 FEET TO AN 80D NAIL FOUND, SAID NAIL BEING AN ELL CORNER IN SAID 252.905 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID WOOD TRACT;

THENCE NORTH 01°08'35" WEST, ALONG THE WEST LINE OF SAID 252.905 ACRE TRACT AND THE EAST LINE OF SAID WOOD TRACT, A DISTANCE OF 862.36 FEET TO A 3/8" IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 428 (A VARIABLE WIDTH RIGHT-OF-WAY), SAID IRON ROD BEING THE MOST NORTHERLY NORTHWEST CORNER OF SAID 252.905 ACRE TRACT AND THE NORTHEAST CORNER OF SAID WOOD LIMITED PARTNERSHIP TRACT;

THENCE NORTH 89°22'33" EAST, ALONG THE NORTH LINE OF SAID 252.905 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. 428, A DISTANCE OF 1542.14 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID 252.905 ACRE TRACT AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO G BAR 7, LTD., RECORDED IN DOCUMENT NO. 2005-13872, O.R.D.C.T., AND DOCUMENT NO. 2005-13873, O.R.D.C.T.;

THENCE SOUTH 00°16'57" EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. 428, ALONG THE EAST LINE OF SAID 252.905 ACRE TRACT AND THE WEST LINE OF SAID G BAR 7 TRACT, A DISTANCE OF 1612.46 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH 3700", SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID G BAR 7 TRACT;

THENCE NORTH 89°20'11" EAST, ALONG THE SOUTH LINE OF SAID G BAR 7 TRACT AND THE NORTH LINE OF SAID GREEN MEADOWS COMMUNITY TRACT, AT A DISTANCE OF 1800.71 FEET, PASSING THE MOST NORTHERLY NORTHEAST CORNER OF SAID GREEN MEADOWS COMMUNITY TRACT, CONTINUING IN ALL A TOTAL DISTANCE OF 2663.96 FEET TO A 1/2" IRON ROD FOUND BEING THE NORTHEAST CORNER OF SAID 101.42 ACRE TRACT, THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO RICHARD TILLERY AND BRINDA TILLERY RECORDED IN VOLUME 5835, PAGE 4359, DEED RECORDS, COLLIN COUNTY TEXAS (D.R.C.C.T.), AND THE SOUTHEAST CORNER OF SAID G BAR 7 TRACT;

THENCE SOUTH 00°26'10" EAST, ALONG THE EAST LINE OF SAID 101.42 ACRE TRACT AND THE WEST LINE OF SAID TILLERY TRACT, AT A DISTANCE OF 302.58 FEET, PASSING A POINT FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE) BEARS NORTH 89°18'28" EAST, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO STEPHEN HARRIS & SANDRA HARRIS, RECORDED IN VOLUME 2140, PAGE 990, D.R.C.C.T., AND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TOLLWAY/OUTER LOOP, L.P., RECORDED IN INSTRUMENT NO. 2014082700092470, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), CONTINUING ALONG THE WEST LINE OF SAID TOLLWAY/OUTER LOOP TRACT IN ALL A TOTAL DISTANCE OF 1657.03 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700", BEING THE SOUTHEAST CORNER OF SAID 101.42 ACRE TRACT AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PAUL W. STILES, RECORDED IN VOLUME 4863, PAGE 2543, D.R.D.C.T.;

THENCE SOUTH 89°20'12" WEST, ALONG THE SOUTH LINE OF SAID 101.42 ACRE TRACT AND THE NORTH LINE OF SAID STILES TRACT, AT A DISTANCE OF 76.16 FEET, PASSING A 5/8" IRON ROD FOUND, AND CONTINUING IN ALL A TOTAL DISTANCE OF 2668.49 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID STILES TRACT;

THENCE SOUTH 00°18'16" EAST, ALONG AN EAST LINE OF SAID GREEN MEADOWS COMMUNITY TRACT, THE WEST LINE OF SAID STILES TRACT AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO SREE INVESTMENTS, LLC RECORDED IN DOCUMENT NUMBER 2016-3796, O.R.D.C.T., A DISTANCE OF 753.17 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH A 1/2" IRON ROD FOUND BEARS SOUTH 00°18'16" EAST, A DISTANCE OF 303.85 FEET, SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID SREE INVESTMENTS TRACT, THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD. RECORDED IN DOCUMENT NUMBER 2005-160823, O.R.D.C.T., AND BEING IN THE EAST LINE OF SAID SMILEY ROAD, LTD. TRACT RECORDED IN DOCUMENT NUMBER 2005-88401;

THENCE ALONG THE SOUTH LINE OF SAID GREEN MEADOWS COMMUNITY TRACT AS FOLLOWS:

- (1) SOUTHWESTERLY, AN ARC LENGTH OF 1040.30 FEET, DEPARTING THE WEST LINE OF SAID SREE INVESTMENTS TRACT, AND ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF

2180.00 FEET, A DELTA ANGLE OF 27°20'30" AND A CHORD BEARING OF SOUTH 57°57'22" WEST, 1030.46 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

(2) SOUTHERLY, AN ARC LENGTH OF 633.54 FEET, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1935.00 FEET, A DELTA ANGLE OF 18°45'34" AND A CHORD BEARING OF SOUTH 04°08'13" WEST, 630.72 FEET TO A POINT;

(3) SOUTH 22°27'41" WEST, A DISTANCE OF 80.00 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(4) NORTHWESTERLY, AN ARC LENGTH OF 137.20 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 08°16'30" AND A CHORD BEARING OF NORTH 71°46'33" WEST, 137.08 FEET TO A POINT;

(5) NORTH 75°54'48" WEST, A DISTANCE OF 842.85 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(5) NORTHERLY, AN ARC LENGTH OF 875.53 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 945.00 FEET, A DELTA ANGLE OF 53°05'01" AND A CHORD BEARING OF NORTH 09°25'20" WEST, 844.55 FEET TO A POINT;

(6) NORTH 35°57'51" WEST, A DISTANCE OF 144.54 FEET TO A POINT;

(7) NORTH 80°57'51" WEST, A DISTANCE OF 49.50 FEET TO A POINT;

THENCE SOUTH 54°02'09" WEST, DEPARTING THE SOUTH LINE OF SAID GREEN MEADOWS COMMUNITY TRACT, A DISTANCE OF 890.93 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 326.15 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 4060.00, A DELTA ANGLE OF 04°36'10" AND A CHORD BEARING OF SOUTH 56°20'14" WEST, 326.07 FEET TO A POINT;

THENCE N 32°12'29" W, A DISTANCE OF 136.45 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE NORTHERLY, AN ARC LENGTH OF 600.05 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 560.00, A DELTA ANGLE OF 61°23'37" AND A CHORD BEARING OF NORTH 01°30'40" WEST, 571.75 FEET TO A POINT, BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 486.78 FEET ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 940.00 FEET, A DELTA ANGLE OF 29°40'16", AND A CHORD BEARING OF NORTH 14°21'00" EAST, 481.36 FEET TO A POINT;

THENCE NORTH 89°56'03" WEST, A DISTANCE OF 857.93 FEET TO A POINT, BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO DONALD C. AND JUDITH L. MCCARTY,

RECORDED IN DOCUMENT No. 99-0027582, O.R.D.C.T., AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD., RECORDED IN DOCUMENT No. 2005-102910, O.R.D.C.T.;

THENCE NORTH 00°24'21" WEST, ALONG THE WEST LINE OF SAID 150.69 ACRE TRACT AND THE EAST LINE OF SAID MCCARTY TRACT, A DISTANCE OF 250.12 FEET TO A POINT, BEING THE NORTHEAST CORNER OF SAID MCCARTY TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO 18 FARM ON SMILEY ROAD, LTD., RECORDED IN DOCUMENT NO. 04-135358, O.R.D.C.T.;

THENCE NORTH 00°42'06" WEST, ALONG THE WEST LINE OF SAID 150.69 ACRE TRACT AND THE EAST LINE OF SAID 18 FARM ON SMILEY ROAD TRACT, A DISTANCE OF 57.00 FEET TO A 1/2" IRON ROD FOUND, BEING THE NORTHWEST CORNER OF SAID 150.69 ACRE TRACT, AND THE SOUTHWEST CORNER OF SAID 252.905 ACRE TRACT;

THENCE NORTH 00°07'53" WEST, ALONG THE WEST LINE OF SAID 252.905 ACRE TRACT AND THE EAST LINE OF SAID 18 FARM ON SMILEY ROAD TRACT, A DISTANCE OF 393.87 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "HUITT ZOLLARS", BEING THE NORTHEAST CORNER OF SAID 18 FARM ON SMILEY ROAD TRACT AND THE SOUTHEAST CORNER OF LOT 21, BLOCK 2, OF SAID MEADOW VISTA, PHASE TWO ADDITION;

THENCE NORTH 00°13'00" WEST, ALONG THE EAST LINE OF SAID BLOCK 2 AND THE WEST LINE OF SAID 252.905 ACRE TRACT, A DISTANCE OF 2078.95 FEET TO THE PLACE OF BEGINNING AND CONTAINING 457.993 ACRES (19,650,185 SQUARE FEET) OF LAND, MORE OR LESS;

DISTRICT ONE - TRACT 2 - LOT A

BEING A TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT NO. 211, DENTON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD., AS TRACT 1A, A CALLED 49.533 ACRE TRACT RECORDED IN DOCUMENT NO. 2005-102909, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "HAMMETT & NASH 1803" IN THE NORTH RIGHT OF WAY LINE OF F.M. HIGHWAY NO. 428 (A VARIABLE WIDTH RIGHT-OF-WAY), BEING THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO JPJ PROPERTIES, LLC, RECORDED IN DOCUMENT NO. 2007-4743, O.R.D.C.T.;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 428 AND THE SOUTH LINE OF SAID SMILEY ROAD TRACT AS FOLLOWS:

(1) SOUTH 82°37'18" WEST, A DISTANCE OF 88.66 FEET TO A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE);

(2) SOUTH 89°23'18" WEST, A DISTANCE OF 1149.88 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700" BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO REX MASK AND FRAN MASK, RECORDED IN VOLUME 1883, PAGE 58, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.);

THENCE NORTH 00°07'23" WEST, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 428, ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT AND THE EASE LINE OF SAID MASK TRACT, AT A DISTANCE OF 1262.47 FEET, PASSING A 3/8" IRON ROD FOUND, BEING THE NORTHEAST CORNER OF SAID MASK TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ROBERT J. ANDRES AND JANIS LYNN ANDRES, CO-TRUSTEES OF THE ANDRES FAMILY TRUST, RECORDED IN DOCUMENT NO. 2013-92646, O.R.D.C.T., CONTINUING ALONG THE EAST LINE OF SAID ANDRES FAMILY TRUST TRACT, IN ALL A TOTAL DISTANCE OF 1748.17 FEET TO A 1/2" IRON ROD FOUND, FROM WHICH AN EYE BOLT (LEANING) BEARS NORTH 47°40'27" WEST, 0.30 FEET, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ALTHEA SULLIVAN AND DAVID SULLIVAN RECORDED IN DOCUMENT NO. 2010-102265, O.R.D.C.T.;

THENCE N 89°24'29" E, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, 60.00 FEET TO A POINT, BEING THE NORTHEAST CORNER OF A 60 FOOT WIDE ACCESS EASEMENT AND THE NORTHWEST CORNER OF A 350 FOOT BY 350 FOOT WATER FACILITY SITE EASEMENT, BOTH RECORDED IN DOCUMENT NO. 2017-1076, O.R.D.C.T.;

THENCE S 00°07'23" E, DEPARTING THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, AND ALONG THE EAST LINE OF SAID ACCESS EASEMENT AND WEST LINE OF SAID WATER FACILITY SITE EASEMENT, 583.36 FEET TO A POINT;

THENCE N 89°24'29" E, DEPARTING THE EAST LINE OF SAID ACCESS EASEMENT, 583.36 FEET TO A POINT;

THENCE N 00°07'23" W, 583.36 FEET TO A POINT IN THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT;

THENCE N 89°24'29" E, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, 591.13 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT AND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO CELINA DENTON PROPERTIES, LLC, RECORDED IN INSTRUMENT NO. 2013-150533, O.R.D.C.T., FROM WHICH A SECOND 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE) BEARS SOUTH 20°49'48" EAST, 0.42 FEET, AND A THIRD 1/2" IRON ROD FOUND BEARS NORTH 66°30'24" EAST, 0.43 FEET;

THENCE S 00°13'58" E, ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT AND THE WEST LINE OF SAID CELINA DENTON TRACT, AT A DISTANCE OF 966.11 FEET, PASSING A 1/2" IRON ROD FOUND, BEING THE SOUTHWEST CORNER OF SAID CELINA DENTON TRACT AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PETER J. & CAROLYN P. BEADLING FAMILY LIVING TRUST RECORDED IN INSTRUMENT NO. 2017-75433, O.R.D.C.T., CONTINUING ALONG THE WEST LINE OF SAID BEADLING TRACT AND THE WEST LINE OF SAID JPJ TRACT, IN ALL A TOTAL DISTANCE OF 1737.27 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 41.780 ACRES (1,819,937 SQUARE FEET) OF LAND, MORE OR LESS.

DISTRICT ONE - TRACT 2 - LOT B:

BEING A TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT NO. 211, DENTON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD., AS TRACT 1A, A CALLED 49.533 ACRE TRACT RECORDED IN DOCUMENT NO. 2005-102909, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND THE EAST LINE OF A TRACT OF LAND RESCIBED IN A DEED TO ROBERT J. ANDRES & JANIS LYNN ANDRES, CO-TRUSTEES OF THE ANDRES FAMILY TRUST, RECORDED IN DOCUMENT No. 2013-92646, O.R.D.C.T., FROM WHICH AN EYE BOLT (LEANING) BEARS NORTH 47°40'27" WEST, 0.30 FEET, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ALTHEA SULLIVAN AND DAVID SULLIVAN RECORDED IN DOCUMENT NO. 2010-102265, O.R.D.C.T.;

THENCE NORTH 89°24'29" EAST, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, A DISTANCE OF 60.0 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING ON THE FUTURE 60 FOOT RIGHT-OF-WAY LINE;

THENCE NORTH 89°24'29" EAST, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, A DISTANCE OF 350.01 FEET TO A POINT;

THENCE SOUTH 00°07'23" EAST, DEPARTING THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, A DISTANCE OF 350.01 FEET TO A POINT;

THENCE S 89°24'29" W, A DISTANCE OF 350.01 FEET TO A POINT IN THE EAST LINE OF SAID FUTURE 60 FOOT RIGHT-OF -WAY;

THENCE NORTH 00°07'23" WEST, ALONG THE SAID FUTURE 60 FOOT RIGHT-OF-WAY, A DISTANCE OF 350.01 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.812 ACRES (122,504 SQUARE FEET) OF LAND, MORE OR LESS.

DISTRICT ONE - TRACT 2 - LOT C

BEING A TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT NO. 211, DENTON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD., AS TRACT 1A, A CALLED 49.533 ACRE TRACT RECORDED IN DOCUMENT NO. 2005-102909, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO ALTHEA SULLIVAN AND DAVID SULLIVAN RECORDED IN DOCUMENT NO. 2010-102265, O.R.D.C.T., BEING THE NORTHEAST CORNER OF A 350 FOOT BY 350 FOOT WATER FACILITY SITE EASEMENT RECORDED IN DOCUMENT NO. 2017-1076, O.R.D.C.T, FROM WHICH A 1/2" IRON ROD FOUND BEARS S 89°24'29" W, 410.01 FEET, BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT AND THE SOUTHWEST CORNER OF SAID SULLIVAN TRACT;

THENCE N 89°24'29" E, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, 233.35 FEET TO A POINT, FROM WHICH A 1/2" IRON ROD FOUND BEARS N 89°24'29" E, 591.14 FEET, BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT AND THE SOUTHEAST CORNER OF SAID SULLIVAN TRACT;

THENCE S 00°07'23" E, DEPARTING THE NORTH LINE OF SAID SMILEY ROAD TRACT AND THE SOUTH LINE OF SAID SULLIVAN TRACT, 583.36 FEET TO A POINT;

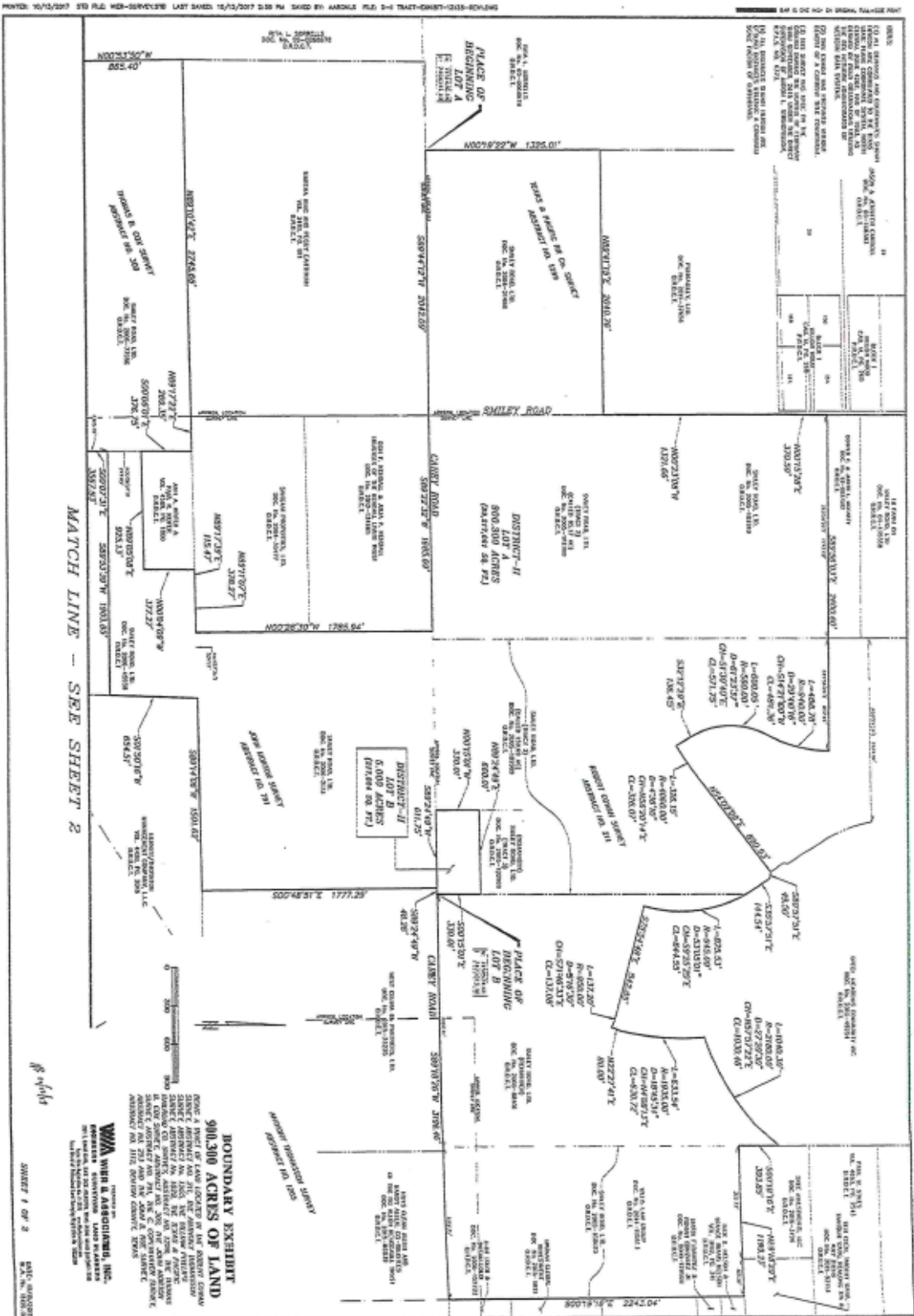
THENCE S 89°24'29" W, 583.36 FEET TO A POINT IN THE EAST LINE OF A 60 FOOT WIDE ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2017-1046, O.R.D.C.T.;

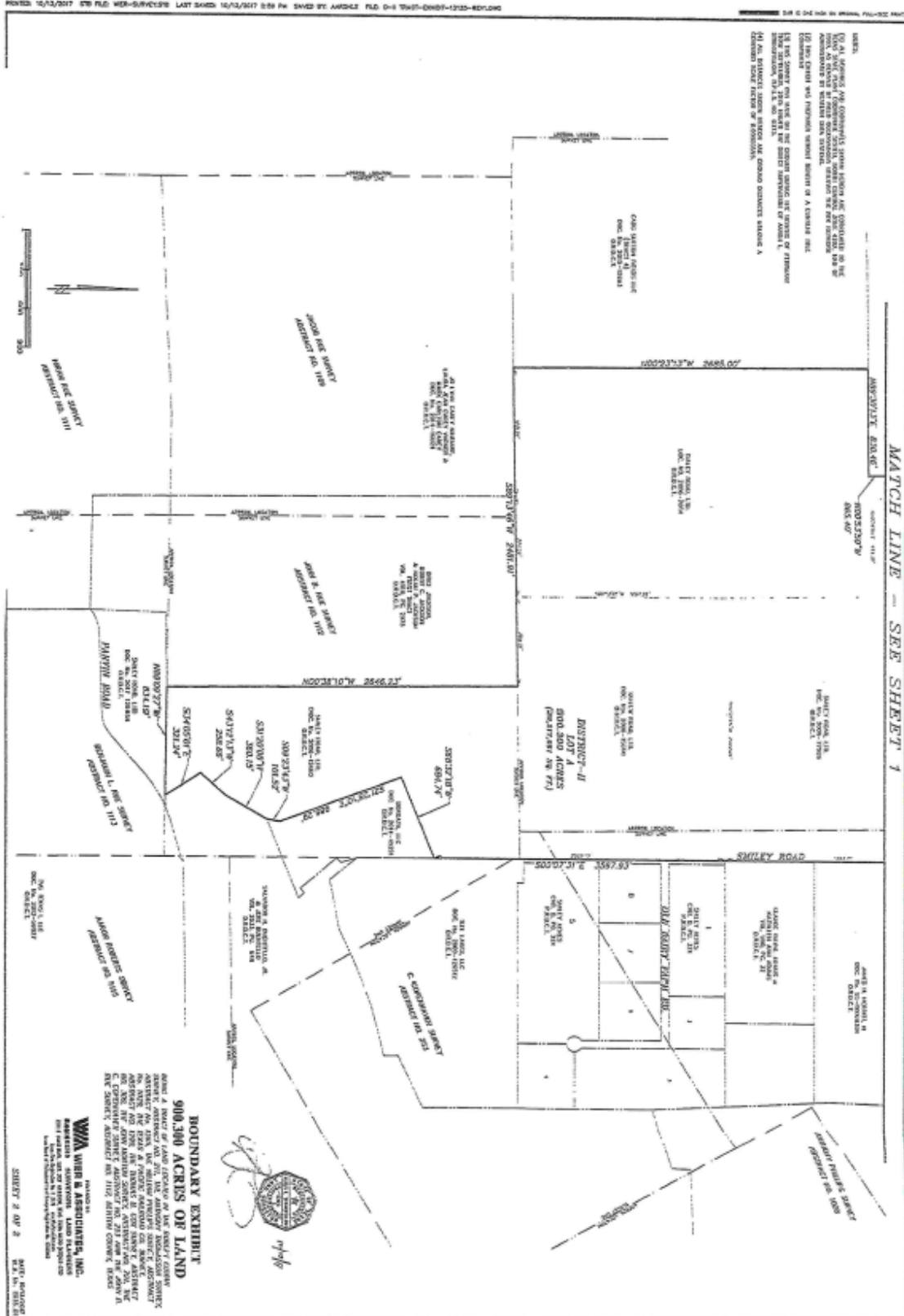
THENCE N 00°07'23" W, ALONG THE EAST LINE OF SAID ACCESS EASEMENT, 233.35 FEET TO A POINT, BEING THE SOUTHWEST CORNER OF SAID WATER FACILITY SITE EASEMENT;

THENCE N 89°24'29" E, DEPARTING THE EAST LINE OF SAID ACCESS EASEMENT AND ALONG THE SOUTH LINE OF SAID WATER FACILITY SITE EASEMENT, 350.01 FEET TO A POINT, BEING THE SOUTHEAST CORNER OF SAID WATER FACILITY SITE EASEMENT;

THENCE N 00°07'23" W, ALONG THE EAST LINE OF SAID WATER FACILITY SITE EASEMENT, 350.01 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 5.000 ACRES (217,795 SQUARE FEET) OF LAND, MORE OR LESS.

SMILEY ROAD WATER CONTROL IMPROVEMENT DISTRICT—No. 2 Tract 1 Lot A
900.300 Acres (39,217,061 Sq. Ft.)





DISTRICT TWO - LOT A

BEING A TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT NO. 211, THE ANTHONY THOMASSON SURVEY, ABSTRACT No. 1265, THE WILLIAM PHILLIPS SURVEY, ABSTRACT No. 1029, THE BENJAMIN L. RUE SURVEY, ABSTRACT No. 1113, THE TEXAS & PACIFIC RAILROAD CO. SURVEY, ABSTRACT NO. 1299, THE THOMAS B. COX SURVEY, ABSTRACT NO. 309, THE JOHN MORTON SURVEY, ABSTRACT NO. 791, THE C. COPENHAVER SURVEY, ABSTRACT NO. 253 AND THE JOHN B. RUE SURVEY, ABSTRACT NO. 1112, DENTON COUNTY, TEXAS, BEING ALL OF TRACTS OF LAND DESCRIBED IN DEEDS TO SMILEY ROAD, LTD., RECORDED IN DOCUMENT NOS. 2006-15660, 2006-2064, 2006-77986, 2006-45938, 2006-2173, 2006-21488, 2005-160823, AND 2005-102910, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), BEING PORTIONS OF TRACTS OF LAND DESCRIBED IN DEEDS TO SMILEY ROAD, LTD., RECORDED IN DOCUMENT NOS. 2005-102909 AND 2005-88401, O.R.D.C.T., AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO TVG TEXAS I, LLC, RECORDED IN DOCUMENT No. 2012-59927, O.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN AN EAST LINE OF A TRACT OF LAND DESCRIBED IN A TRUSTEE'S DEED TO RITA L. SORRELLS, RECORDED IN DOCUMENT NO. 99-0068678, O.R.D.C.T., SAID IRON ROD ALSO BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T.;

THENCE NORTH 00°19'22" WEST, ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T. AND AN EAST LINE OF SAID SORRELLS TRACT, A DISTANCE OF 1325.01 FEET TO A 3/4" IRON ROD FOUND, BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T. AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PUNKADILLY, LTD., RECORDED IN DOCUMENT NO. 2011-37656, O.R.D.C.T.;

THENCE NORTH 89°41'15" EAST, DEPARTING AN EAST LINE OF SAID SORRELLS TRACT AND ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T. AND ALONG THE SOUTH LINE OF SAID PUNKADILLY TRACT, A DISTANCE OF 2040.76 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING IN THE WEST LINE OF A TRACT OF LAND DESCRIBED AS A CALLED 85.17 ACRE TRACT IN TRACT 2 OF THE DEED TO SMILEY ROAD, LTD. RECORDED IN DOCUMENT NO. 2005-102909, O.R.D.C.T., THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T. AND THE SOUTHEAST CORNER OF SAID PUNKADILLY TRACT;

THENCE NORTH 00°23'08" WEST, ALONG THE WEST LINE OF SAID 85.17 ACRE TRACT, THE EAST LINE OF SAID PUNKADILLY TRACT AND THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-102910, O.R.D.C.T., A DISTANCE OF 1321.66 FEET TO A POINT, BEING THE NORTHEAST CORNER OF SAID PUNKADILLY TRACT AND THE SOUTHEAST CORNER OF A RIGHT-OF-WAY DEDICATION AS SHOWN ON THE PLAT OF WILLOW WOOD, AN ADDITION TO THE COUNTY OF DENTON, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET M, PAGE 260, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.);

THENCE NORTH 00°15'28" EAST, ALONG THE EAST LINE OF SAID RIGHT-OF-WAY DEDICATION AND THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-102910, O.R.D.C.T., A

DISTANCE OF 370.59 FEET TO 1/2" IRON ROD FOUND, BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-102910, O.R.D.C.T. AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO DONALD C. MCCARTY AND JUDITH L. MCCARTY RECORDED IN DOCUMENT NO. 99-0027582, O.R.D.C.T.;

THENCE SOUTH 89°56'03" EAST, DEPARTING THE EAST LINE OF SAID RIGHT-OF-WAY DEDICATION AND ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-102910, O.R.D.C.T. AND THE SOUTH LINE OF SAID MCCARTY TRACT, AT A DISTANCE OF 1742.68 FEET, PASSING A POINT IN THE WEST LINE OF SAID 150.69 ACRE TRACT, SAID POINT BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-102910, O.R.D.C.T. AND THE SOUTHEAST CORNER OF SAID MCCARTY TRACT, CONTINUING IN ALL A TOTAL DISTANCE OF 2600.60 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 486.78 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 940.00 FEET, A DELTA ANGLE OF 29°40'16", AND A CHORD BEARING OF SOUTH 14°21'00" WEST, 481.36 FEET TO A POINT, BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE SOUTHERLY, AN ARC LENGTH OF 600.05 FEET ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 560.00 FEET, A DELTA ANGLE OF 61°23'37" AND A CHORD BEARING OF SOUTH 01°30'40" EAST, 571.75 FEET TO A POINT;

THENCE SOUTH 32°12'29" EAST, A DISTANCE OF 136.45 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 326.15 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 4060.00 FEET, A DELTA ANGLE OF 04°36'10" AND A CHORD BEARING OF NORTH 56°20'14" EAST, 326.07 FEET TO A POINT;

THENCE NORTH 54°02'09" EAST, A DISTANCE OF 890.93 FEET TO A POINT IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO GREEN MEADOWS COMMUNITY, INC., RECORDED IN DOCUMENT No. 2016-49254, O.R.D.C.T.;

THENCE ALONG THE SOUTH LINE OF SAID GREEN MEADOWS COMMUNITY TRACT AS FOLLOWS:

(1) SOUTH 80°57'51" EAST, A DISTANCE OF 49.50 FEET TO A POINT;

(2) SOUTH 35°57'51" EAST, A DISTANCE OF 144.54 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(3) SOUTHEASTERLY, AN ARC LENGTH OF 875.53 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 945.00 FEET, A DELTA ANGLE OF 53°05'01", AND A CHORD BEARING OF SOUTH 09°25'20" EAST, 844.55 FEET TO A POINT;

(4) SOUTH 75°54'48" EAST, A DISTANCE OF 842.85 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(5) SOUTHEASTERLY, AN ARC LENGTH OF 137.20 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 08°16'30", AND A CHORD BEARING OF SOUTH 71°46'33" EAST, 137.08 FEET TO A POINT;

(6) NORTH 22°27'41" EAST, A DISTANCE OF 80.00 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(7) NORTHERLY, AN ARC LENGTH OF 633.54 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1935.00 FEET, A DELTA ANGLE OF 18°45'34", AND A CHORD BEARING OF NORTH 04°08'13" EAST, 630.72 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(8) NORTHEASTERLY, AN ARC LENGTH OF 1040.30 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2180.00 FEET, A DELTA ANGLE OF 27°20'30", AND A CHORD BEARING OF NORTH 57°57'22" EAST, 1030.46 FEET TO A POINT IN THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T., AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO SREE INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2016-3796, O.R.D.C.T.;

THENCE SOUTH 00°18'16" EAST, ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T., AND THE WEST LINE OF SAID SREE TRACT, A DISTANCE OF 303.85 FEET TO A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE), SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID SREE TRACT AND THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T.;

THENCE NORTH 89°18'29" EAST, DEPARTING THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T., ALONG THE SOUTH LINE OF SAID SREE TRACT AND THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T., AT A DISTANCE OF 892.73 FEET, PASSING A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PREMIER SURVEYING" BEARS SOUTH 00°41'31" EAST, 1.24 FEET, SAID POINT BEING THE SOUTHEAST CORNER OF SAID SREE TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO WEN CHEN, TIMOTHY WANG, XIANQUN WANG, RENLONG XIA & AMY ZHENG RECORDED IN DOCUMENT NO. 2011-92113, O.R.D.C.T., CONTINUING ALONG THE SOUTH LINE OF SAID WEN CHEN, TIMOTHY WANG, XIANQUN WANG, RENLONG XIA & AMY ZHENG TRACT, IN ALL A TOTAL DISTANCE OF 1199.23 FEET TO A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE), SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T., AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO RICK D. NELSON AND TRAYCE TRAVIS NELSON RECORDED IN VOLUME 1692, PAGE 341, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.);

THENCE SOUTH 00°19'16" EAST, ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T., A DISTANCE OF 2243.04 FEET TO A 3/8" IRON ROD FOUND IN CAREY ROAD (A 60 FOOT WIDE PRESCRIPTIVE RIGHT-OF-WAY), SAID IRON ROD BEING THE

SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T.;

THENCE SOUTH 89°18'26" WEST, ALONG SAID CAREY ROAD AND THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T., AT A DISTANCE OF 1198.75 FEET, PASSING A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ALLIANCE" BEARS SOUTH 00°20'00" EAST, 0.39 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-160823, O.R.D.C.T., AND THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T., CONTINUING ALONG SAID CAREY ROAD AND THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T., IN ALL A TOTAL DISTANCE OF 3196.46 FEET TO A RAILROAD SPIKE FOUND, BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T.;

THENCE SOUTH 89°24'49" WEST, A DISTANCE OF 48.26 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PIBURN PARTNERS", BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T.;

THENCE SOUTH 00°48'51" EAST, ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T., AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO WEST CELINA 86 PARTNERS, LTD., RECORDED IN DOCUMENT NO. 2015-23235, O.R.D.C.T., A DISTANCE OF 1777.29 FEET TO A 1/2" IRON ROD FOUND IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO MERRITT/THORNTON MANAGEMENT COMPANY, L.L.C. RECORDED IN VOLUME 4428, PAGE 2046, D.R.D.C.T., SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T.;

THENCE SOUTH 89°14'06" WEST, ALONG THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T. AND THE NORTH LINE OF SAID MERRITT/THORNTON TRACT, A DISTANCE OF 1501.62 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID MERRITT/THORNTON MANAGEMENT COMPANY TRACT AND THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T.;

THENCE SOUTH 01°50'16" WEST, DEPARTING THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T., ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T. AND THE WEST LINE OF SAID MERRITT/THORNTON TRACT, A DISTANCE OF 654.51 FEET TO A 1/2" IRON ROD FOUND, BEING THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T., AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO JAMES H. MERRITT, III RECORDED IN DOCUMENT NO. 95-R0068384, O.R.D.C.T.;

THENCE SOUTH 89°53'39" WEST, ALONG THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T., AND THE NORTH LINE OF SAID MERRITT TRACT, A DISTANCE OF 1903.85 FEET TO A 3/8" IRON ROD FOUND IN SMILEY ROAD (A 60 FOOT WIDE PRESCRIPTIVE RIGHT-OF-WAY), AND IN THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-

77986, O.R.D.C.T., SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T., AND THE NORTHWEST CORNER OF SAID MERRITT TRACT;

THENCE SOUTH 00°07'31" EAST, ALONG SAID SMILEY ROAD, THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T., THE WEST LINE OF SAID MERRITT TRACT, AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO CLAUDE WAYNE ADAMS & KATHLEEN ANN ADAMS RECORDED IN VOLUME 990, PAGE 32, D.R.D.C.T., AT A DISTANCE OF 1365.67 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE), SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T., THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., THE SOUTHWEST CORNER OF SAID ADAMS TRACT AND THE NORTHWEST CORNER OF A 30 FOOT RIGHT-OF-WAY DEDICATION AS SHOWN ON THE PLAT OF SMILEY ACRES, AN ADDITION TO THE COUNTY OF DENTON, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET D, PAGE 324, P.R.D.C.T., CONTINUING ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., THE WEST LINE OF SAID RIGHT-OF-WAY DEDICATION, AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TEEL LAKES, LLC RECORDED IN DOCUMENT NO. 2009-126512, O.R.D.C.T., IN ALL A TOTAL DISTANCE OF 3567.93 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO BORGATA, LLC, RECORDED IN DOCUMENT NO. 2014-49291, O.R.D.C.T.;

THENCE ALONG THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., AS FOLLOWS:

(1) SOUTH 68°32'18" WEST, ALONG THE NORTH LINE OF SAID BORGATA TRACT, AT A DISTANCE OF 38.06 FEET PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700" AND CONTINUING IN ALL A TOTAL DISTANCE OF 684.74 FEET TO A 1/2" IRON ROD FOUND, BEING THE NORTHWEST CORNER OF SAID BORGATA TRACT;

(2) SOUTH 21°28'10" EAST, ALONG THE WEST LINE OF SAID BORGATA TRACT, A DISTANCE OF 986.29 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700";

(3) SOUTH 09°23'43" WEST, CONTINUING ALONG THE WEST LINE OF SAID BORGATA TRACT, A DISTANCE OF 101.52 FEET TO A 1/2" IRON ROD FOUND IN THE NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO SALVADOR N. BUENTELLO, JR. AND JERE BUENTELLO RECORDED IN VOLUME 2633, PAGE 648, D.R.D.C.T., SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID BORGATA TRACT;

(4) SOUTH 31°20'08" WEST, ALONG THE NORTHWEST LINE OF SAID BUENTELLO TRACT, A DISTANCE OF 360.15 FEET TO A 1/2" IRON ROD FOUND;

(5) SOUTH 43°12'13" WEST, CONTINUING ALONG THE NORTHWEST LINE OF SAID BUENTELLO TRACT, A DISTANCE OF 258.66 FEET TO A 1/2" IRON ROD FOUND, BEING THE MOST WESTERLY CORNER OF SAID BUENTELLO TRACT;

(6) SOUTH 34°05'01" EAST, ALONG THE SOUTHWEST LINE OF SAID BUENTELLO TRACT, A DISTANCE OF 321.24 FEET TO A 1/2" IRON ROD FOUND IN PARVIN ROAD (A 60 FOOT WIDE PRESCRIPTIVE RIGHT-OF-WAY) AND THE NORTH LINE OF SAID TVG TEXAS I TRACT, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., AND THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID BUENTELLO TRACT AND FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "JANUARY CONSULTANTS" BEARS SOUTH 72°43' EAST, 2.0 FEET;

THENCE NORTH 83°53'57" EAST, ALONG THE NORTH LINE OF SAID TVG TEXAS I TRACT AND THE SOUTH LINE OF SAID BUENTELLO TRACT, A DISTANCE OF 127.83 FEET TO 60D NAIL FOUND (BENT) IN SAID PARVIN ROAD AND BEING THE NORTHEAST CORNER OF SAID TVG TEXAS I TRACT;

THENCE ALONG SAID PARVIN ROAD AS FOLLOWS:

(1) SOUTH 70°28'11" WEST, A DISTANCE OF 3.77 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE LEFT;

(2) SOUTHWESTERLY, AN ARC LENGTH OF 372.52 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 21°20'38" AND A CHORD BEARING OF SOUTH 59°45'11" WEST, 370.37 FEET TO A POINT;

(3) SOUTH 49°04'52" WEST, A DISTANCE OF 345.20 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

(4) SOUTHWESTERLY, AN ARC LENGTH OF 205.67 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 39°16'51", AND A CHORD BEARING OF S 68°43'16" W, 201.67 FEET TO A POINT;

(5) SOUTH 88°21'40" WEST, A DISTANCE OF 580.48 FEET TO A POINT, BEING THE BEGINNING OF A CURVE TO THE LEFT;

(6) SOUTHWESTERLY, AN ARC LENGTH OF 176.08 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 425.00 FEET, A DELTA ANGLE OF 23°44'15", AND A CHORD BEARING OF SOUTH 76°29'33" WEST, 174.82 FEET TO A POINT, BEING THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

(7) SOUTHWESTERLY, AN ARC LENGTH OF 23.05 FEET ALONG SAID COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A DELTA ANGLE OF 17°36'34", AND A CHORD BEARING OF SOUTH 55°49'02" WEST, 22.96 FEET TO A POINT;

(8) SOUTH 53°04'15" WEST, A DISTANCE OF 28.85 FEET TO A POINT IN THE WEST LINE OF SAID TVG TEXAS I TRACT, SAID POINT BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS THE FIRST TRACT IN A DEED TO BRICE JACKSON, BOBBY C. JACKSON, AND NOLAN P. JACKSON RECORDED IN VOLUME 4910, PAGE 2975, D.R.D.C.T.;

THENCE NORTH 02°04'42" EAST, ALONG THE WEST LINE OF SAID TVG TEXAS I TRACT AND AN EAST LINE OF SAID JACKSON TRACT, A DISTANCE OF 568.51 FEET TO A POINT, BEING AN ELL CORNER OF SAID JACKSON TRACT AND THE NORTHWEST CORNER OF SAID TVG TEXAS I TRACT;

THENCE NORTH 89°28'31" EAST, ALONG A SOUTH LINE OF SAID JACKSON TRACT, AND THE NORTH LINE OF SAID TVG TEXAS I TRACT, A DISTANCE OF 582.75 FEET TO AN EYE BOLT FOUND, BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T. AND THE MOST EASTERLY SOUTHEAST CORNER OF SAID JACKSON TRACT;

THENCE NORTH 00°38'10" WEST, ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., AND THE EAST LINE OF SAID JACKSON TRACT, AT A DISTANCE OF 1047.10 FEET, PASSING A POINT, FROM WHICH AN EYE BOLT UNDER A FENCE BEARS SOUTH 89°21' WEST, 0.6 FEET, CONTINUING IN ALL A TOTAL DISTANCE OF 2646.23 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700", SAID IRON ROD BEING AN ELL CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T. AND THE NORTHEAST CORNER OF SAID JACKSON TRACT;

THENCE SOUTH 89°13'46" WEST, ALONG THE MOST WESTERLY SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., THE NORTH LINE OF SAID JACKSON TRACT AND THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T., AT A DISTANCE OF 1482.92 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700", FROM WHICH A PIPE FENCE POST BEARS SOUTH 10°42' WEST, 0.6 FEET, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID JACKSON TRACT AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO JO LYNN CAREY NINEMIRE, LAURA JEAN CAREY VARNER & MARK CARLTON CAREY, RECORDED IN DOCUMENT NO. 2014-16824, O.R.D.C.T., CONTINUING ALONG THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T. AND THE NORTH LINE OF SAID NINEMIRE, VARNER & CAREY TRACT, IN ALL A TOTAL DISTANCE OF 2481.91 FEET TO A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE), BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T., AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS TRACT 4 IN A DEED TO CADG SUTTON FIELDS, LLC RECORDED IN DOCUMENT NO. 2015-15963, O.R.D.C.T.;

THENCE NORTH 00°23'13" WEST, ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T., AND THE EAST LINE OF SAID CADG SUTTON FIELDS TRACT, A DISTANCE OF 2685.00 FEET TO A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF SAID SORRELLS TRACT, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T. AND THE NORTHEAST CORNER OF SAID CADG SUTTON FIELDS TRACT;

THENCE NORTH 89°30'13" EAST, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T., AND THE SOUTH LINE OF SAID SORRELLS TRACT, A DISTANCE OF 830.46 FEET TO A 1/2" IRON ROD FOUND, BEING THE MOST WESTERLY SOUTHWEST CORNER OF

SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T. AND THE SOUTHEAST CORNER OF SAID SORRELLS TRACT;

THENCE NORTH 00°53'50" WEST, DEPARTING THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2064, O.R.D.C.T., ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T., AND AN EAST LINE OF SAID SORRELLS TRACT, A DISTANCE OF 865.40 FEET TO A BOIS D'ARC FENCE POST FOUND, BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T. AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO MARTHA KING AND PEGGY EARTHMAN RECORDED IN VOLUME 3410, PAGE 811, D.R.D.C.T.;

THENCE ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T. AS FOLLOWS:

(1) NORTH 89°10'42" EAST, ALONG THE SOUTH LINE OF SAID KING AND EARTHMAN TRACT, A DISTANCE OF 2745.66 FEET TO A POINT, IN SAID SMILEY ROAD BEING THE SOUTHEAST CORNER OF SAID KING AND EARTHMAN TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SANGANI PROPERTIES, LTD., RECORDED IN DOCUMENT NO. 2004-35477, O.R.D.C.T.;

(2) NORTH 89°17'22" EAST, ALONG SAID SMILEY ROAD AND THE SOUTH LINE OF SAID SANGANI TRACT, A DISTANCE OF 269.35 FEET TO A POINT, BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T., AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ANN A. KEIFER AND PAUL R. KEIFER RECORDED IN VOLUME 4589, PAGE 1880, D.R.D.C.T.;

THENCE SOUTH 00°06'01" EAST, ALONG SAID SMILEY ROAD, THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T. AND THE WEST LINE OF SAID KEIFER TRACT, A DISTANCE OF 376.75 FEET TO A 3/8" IRON ROD FOUND, BEING THE SOUTHWEST CORNER OF SAID KEIFER TRACT AND THE MOST WESTERLY NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T.;

THENCE NORTH 89°05'08" EAST, DEPARTING SAID SMILEY ROAD, THE EAST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-77986, O.R.D.C.T., AND ALONG THE MOST WESTERLY NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T. AND THE SOUTH LINE OF SAID KEIFER TRACT, A DISTANCE OF 925.13 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700", BEING THE SOUTHEAST CORNER OF SAID KEIFER TRACT;

THENCE NORTH 00°04'09" WEST, ALONG THE MOST NORTHERLY WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T. AND THE EAST LINE OF SAID KEIFER TRACT, A DISTANCE OF 377.27 FEET TO A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF SAID SANGANI TRACT, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID KEIFER TRACT AND THE MOST NORTHERLY NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T.;

THENCE ALONG THE MOST NORTHERLY NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-45938, O.R.D.C.T AND THE SOUTH LINE OF SAID SANGANI TRACT AS FOLLOWS:

(1) NORTH 89°17'39" EAST, A DISTANCE OF 115.47 FEET TO A 1/2" IRON ROD FOUND;

(2) NORTH 89°11'07" EAST, A DISTANCE OF 378.27 FEET TO A 1/2" IRON ROD FOUND, BEING THE SOUTHEAST CORNER OF SAID SANGANI TRACT AND THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T.;

THENCE NORTH 00°28'30" WEST, ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T., THE EAST LINE OF SAID SANGANI TRACT, AND THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO DON F. KENDALL & JULIA P. KENDALL, TRUSTEES OF THE KENDALL LIVING TRUST, RECORDED IN DOCUMENT NO. 2012-134665, O.R.D.C.T., A DISTANCE OF 1785.94 FEET TO A 1/2" IRON ROD FOUND WITH A CAP (ILLEGIBLE) IN SAID CAREY ROAD, IN THE SOUTH LINE OF SAID 85.17 ACRE TRACT, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T., AND THE NORTHEAST CORNER OF SAID KENDALL TRACT;

THENCE SOUTH 89°22'32" WEST, ALONG SAID CAREY ROAD, THE SOUTH LINE OF SAID 85.17 ACRE TRACT, AND THE NORTH LINE OF SAID KENDALL TRACT, A DISTANCE OF 1685.69 FEET TO A 80D NAIL FOUND IN SAID SMILEY ROAD, BEING THE SOUTHWEST CORNER OF SAID 85.17 ACRE TRACT, THE NORTHWEST CORNER OF SAID KENDALL TRACT, THE NORTHEAST CORNER OF SAID KING AND EARTHMAN TRACT, AND THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T.;

THENCE SOUTH 89°44'12" WEST, DEPARTING SAID SMILEY ROAD, ALONG THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-21488, O.R.D.C.T., AND THE NORTH LINE OF SAID KING AND EARTHMAN TRACT, A DISTANCE OF 2042.09 FEET TO THE PLACE OF BEGINNING AND CONTAINING 913.502 ACRES (39,792,147 SQUARE FEET) OF LAND, MORE OR LESS.

DISTRICT TWO - LOT B

BEING A TRACT OF LAND LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT No. 211, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT RAILROAD SPIKE FOUND, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-88401, O.R.D.C.T.;

THENCE SOUTH 89°24'49" WEST, AT A DISTANCE OF 48.26 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PIBURN PARTNERS", BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD., RECORDED IN DOCUMENT NO. 2006-2173, O.R.D.C.T., CONTINUING IN ALL A TOTAL DISTANCE OF 660.01 FEET TO A POINT;

THENCE NORTH 00°15'01" WEST, A DISTANCE OF 330.01 FEET TO A POINT;

THENCE NORTH 89°24'49" EAST, A DISTANCE OF 660.01 FEET TO A POINT IN THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT No. 2005-88401, O.R.D.C.T.;

THENCE SOUTH 00°15'01" EAST, ALONG THE WEST LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT No. 2005-88401, O.R.D.C.T., A DISTANCE OF 330.01 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5.000 ACRES (217,804 SQUARE FEET) OF LAND, MORE OR LESS.

EXHIBIT “B”

METHODOLOGY FORMULA FOR CALCULATING COSTS OF SERVICES

Green Meadows Allocation	
Estimate September 1	Step 1 SUM \$County Certified Roll, A, C1, O times \$Effective O&M rate in Budget =Revenues derived from Residential taxes
	Step 2 Revenues derived from Residential taxes divided by Total General Fund Revenues Budgeted = % of Residential Revenues
	Step 3A Total Fire Budget multiplied by % Residential Revenues (Step2) = \$of Fire Expenses Paid by Residential Taxes
	Step 3B Total Police Budget multiplied by % Residential Revenues (Step 2) = \$of Police Expenses Paid by Residential Taxes
	Step 4A \$Paid by Residential Taxes for Fire (above) divided by Total County “Count” previously used = \$Costs per Living Unit Equivalent (LUE)
	Step 4B \$Paid by Residential Taxes for Police (above) divided by Total County “Count” previously used = \$Costs per living Unit Equivalent (LUE)
	Step 5A \$Costs per LUE Fire (above) Multiplied by total Green Meadows LUE on the ground, plus any permits pulled effective September 30 th =Annual Fire Cost to Green Meadows
	Step 5B \$Costs per LUE Police (above) Multiplied by total Green Meadows LUE on the ground, plus any permits pulled effective September 30 th = Annual Police Costs to Green Meadows
	Invoice October 1st
	= Annual TOTAL Cost to Green Meadows Payments can be made in 10 equal installments, beginning October 25 th and ending July 25 th .
True Up next Aug 30th Using actual 11 month FY collections/ Expenses	Step 6 Collected Revenues from Residential taxes divided by Total Collected General Fund Revenues FYE (including LF Payments) = % of Residential Revenues
	Step 7A Total Fire Budget Amended multiplied by % Residential Revenues (Step 2) = \$of Amended Fire Expenses Paid by Residential Taxes
	Step 7B Total Police Budget Amended multiplied by % Residential Revenues (Step 2) = \$of Amended Police Expenses Paid by Residential Taxes
	Step 8A \$Paid by Residential Taxes for Fire (above) divided by Total County “Count” previously used = \$Costs per Living Unit Equivalent (LUE)
	Step 8B \$Paid by Residential Taxes for Police (above) divided by Total County “Count” previously used = \$Costs per Living Unit Equivalent (LUE)
	Step 9A Costs per LUE Fire (above) Multiplied by total Green Meadows LUE previously used = Annual Fire Cost to Green Meadows added to next year’s invoice total (Step 4A)
	Step 9B \$Costs per LUE Police (above) Multiplied by total Green Meadows LUE on the ground = Annual Police Cost to Green Meadows added to next year’s invoice total (Step 4B) = Annual credit or increase to Green Meadows next year calculation



GREEN MEADOWS

Public Safety Annual Calculation

Data needed:

Total GF Revenues (less transfers in not related to Public Safety)
Total County Certified Rolls for Categories A, C1, O
Effective M&O rate
Total Property Taxes from Residential
Public Safety budget with Debt service numbers included
Fire Budget
Police Budget
Residential Count for Categories A, C1
Total Permits in Green Meadows at September 30, 20XX

Year 20XX

Source:

20XX Approved Budget (page 43 Incl prmts from LF in 20XX /XX FY)
20XX Certified Totals (ARB Approved Totals) (7/20/2016)
20XX Approved Budget (page 3)

20XX Approved Budget (page 95) Capital & Debt Service Spreadsheet from City
20XX Approved Budget (page 103) Capital & Debt Service Spreadsheet from City
20XX Certified Totals (ARB Approved Totals) (7/20/20XX) “Count Column”
City Records

Attachment: Draft Agreement (Green Meadows Police Interlocal Agreement)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Aimee Ferguson, Budget Manager
CC: Kim Brawner, Executive Director of Public Services
Date: October 13, 2020
Re:

Action Requested:

Consider and act to authorize an inter-local agreement between the City of Celina and Texas Tech University for procurement services. (Berry)

Staff Recommendation:

Authorize the Agreement

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF CELINA AND TEXAS TECH UNIVERSITY**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Celina (the “City”) and (“Texas Tech University”) desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City and Texas Tech University represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City and Texas Tech University are authorized to participate in each other’s current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City and Texas Tech University agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City nor Texas Tech University warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

Attachment: Texas Tech ILA (Texas Tech ILA)

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when the last party signing causes the Agreement to be fully executed and will remain in full force and effect indefinitely. Any party may modify and/or terminate this Agreement in accordance with Paragraphs 7 and 8, respectively.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City or Texas Tech University, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City and Texas Tech University agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

City of Celina:
 Procurement
 142 N. Ohio
Celina, TX 75009
 469-813-4194
contracts@celina-tx.gov

Texas Tech University

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Texas Tech University's county County, Texas, United States of America for Texas Tech University and shall be Dallas County, Texas, United States of America for the City.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

Attachment: Texas Tech ILA (Texas Tech ILA)

18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

CITY OF CELINA**TEXAS TECH UNIVERSITY**

BY: _____

Dawn Berry, Purchasing Manager

BY: _____

DATE: _____

"BY" Printed Name and Title

ATTEST: _____

Vicki Tarrant, City Secretary

ATTEST: _____

DATE: _____

"ATTEST" Printed Name and Title

Attachment: Texas Tech ILA (Texas Tech ILA)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Kim Brawner, Executive Director of Public Services
Date: October 13, 2020
Re: Agreement
Exhibit A

Action Requested:

Consider and act to authorize an agreement for construction services with Hill & Wilkinson for phase 2, City Hall remodel an amount of \$180,171.00 plus ten percent contingency in the amount of \$18,017.10 for a total not to exceed \$198,188.10. (Berry)

Background Information:

Phase 2 of the City Hall renovations consists of design work, planning, adding an open area in Finance for additional staff, removing the vault in Utility Billing for additional office space, paint and flooring in various areas.

Alternatives:

Council may reject the authorization and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Supporting Documents:

Quote

Staff Recommendation:

Authorize City Hall Remodel Phase 2



CITY HALL - OFFICES, BULLPEN & VAULT REMODEL
CELINA, TEXAS

October 6, 2020

2703 Telecom Parkway
Suite 120
Richardson, TX 75082
Pranathi Ramaswamy
214-299-4300 Main
214-299-4874 Direct
pranathir@hill-wilkinson.com

ESTIMATE #4

DESCRIPTION		TOTAL
1	DESIGN ENGINEERING PRECONSTRUCTION	\$ 6,3
2	SITE PLANNING & LOGISTICS	\$ 23,1
3	DEMOLITION	\$ 3,2
4	CONCRETE	\$ -
5	MASONRY	\$ -
6	STRUCTURAL & MISCELLANEOUS STEEL	\$ -
7	FINISH CARPENTRY	\$ 11,6
8	WATERPROOFING SEALANTS	\$ -
9	ROOFING	\$ 1,5
10	METAL PANELS	\$ -
11	FIREPROOFING	\$ -
12	DOORS FRAMES HARDWARE	\$ 4,4
13	GLASS GLAZING	\$ -
14	DRYWALL ACOUSTICAL	\$ 6,7
15	PLASTER EIFS	\$ -
16	FLOORING	\$ 7,5
17	PAINT WALLCOVERING	\$ 10,7
18	SPECIALTIES	\$ -
19	EQUIPMENT	\$ -
20	FURNISHINGS	\$ 30,0
21	FIRE SUPPRESSION	\$ -
22	MECHANICAL	\$ 14,7
23	ELECTRICAL	\$ 13,4
24	LOW VOLTAGE SYSTEMS	\$ -
25	EARTHWORK	\$ -
26	SITE SPECIALTIES	\$ -
27	LANDSCAPE IRRIGATION	\$ -
28	UTILITIES	\$ -
29	SUBTOTAL:	\$ 133,4
30	GENERAL CONDITIONS	Includ
31	SUBTOTAL:	\$ 133,4
32	BUILDERS RISK INSURANCE	Includ
33	LIABILITY / UMBRELLA	Includ
34	SUBGUARD / SDI	Includ
35	BUILDING PERMIT ALLOWANCE	Exclud
36	P & P BOND	Includ
37	SUBTOTAL:	\$ 133,4
38	CONTRACTOR CONTINGENCY	Includ
39	SUBTOTAL:	\$ 133,4
40	CONTRACTOR FEE 35.00%	\$ 46,7
41	SUBTOTAL:	\$ 180,1
42	RENOVATION TAX (INCLUDING FEE)	N
43	TOTAL:	\$ 180,1

Attachment: Exhibit A (City Hall Remodel Phase 2)

CITY OF CELINA, TEXAS

Construction Agreement

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality ("Owner") and **Hill & Wilkinson General Contractors** ("Contractor") for **City Hall Renovations, Phase 2**, ("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 **City Hall Renovations, Phase 2** as defined and attached as Exhibit A the terms of which are incorporated herein by reference. All work shall be in accordance with the cooperative contract for JOC services through Texas Tech University, Contract 2018-821.

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 Eighty thousand one hundred seventy-one (\$180,171.00)**. 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 **21 Calendar days** 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 Town'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 one-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 Town. 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
142 N. Ohio
Celina, TX 75009
469-813-4194
contracts@celina-tx.gov

Hill & Wilkinson

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.

Attachment: Agreement (City Hall Remodel Phase 2)

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

HILL & WILKINSON GENERAL CONTRACTORS

Jason Laumer, City Manager

Printed Name & Title

Attachment: Agreement (City Hall Remodel Phase 2)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Future City Park (53 Acres) - Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 53 acres within the Extraterritorial Jurisdiction, generally located south of Robinson Drive and east of County Road 132. (Future City Park (53 Acres) – Annexation) (Mohan)

Applicant:

City of Celina
142 N. Ohio
Celina, TX 75009

Background Information:

Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

The staff recommends approval.

Subject Property

McILROY DR

COUNTY ROAD 132

COUNTY ROAD 134

ROBINSON DR

COUNTY ROAD 131

Attachment: Location Map (Future City Park (53 Acres) – Annexation)



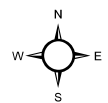
Life Connected.

Location Map 53 Acres Future City Park

Date: 8/31/2020

Legend

- Roads
- Subject Property
- City Limits
- Parcels



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Packet Pg. 510

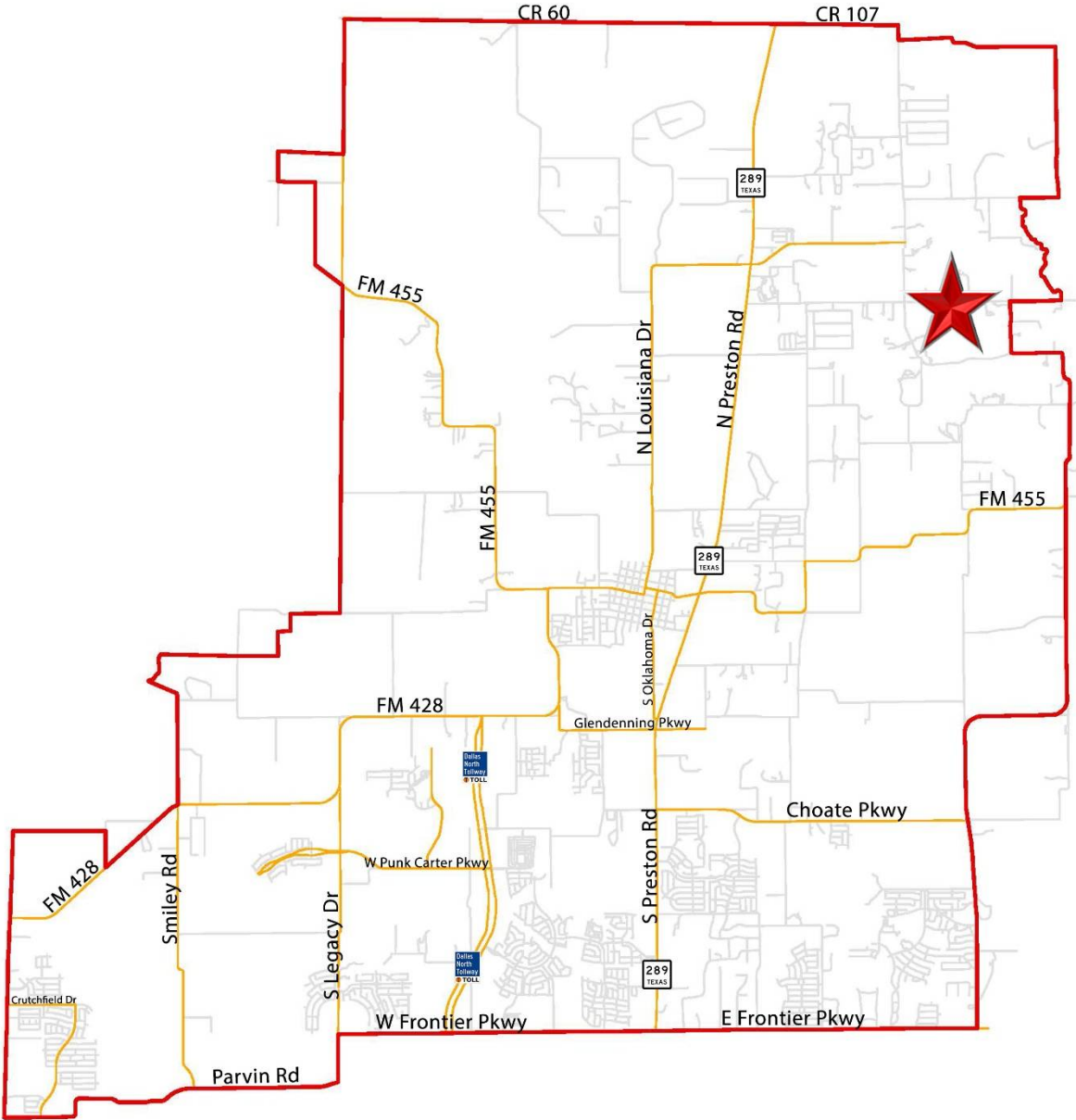
Feet

Future City Park (53 Acres)

Annexation & Zoning

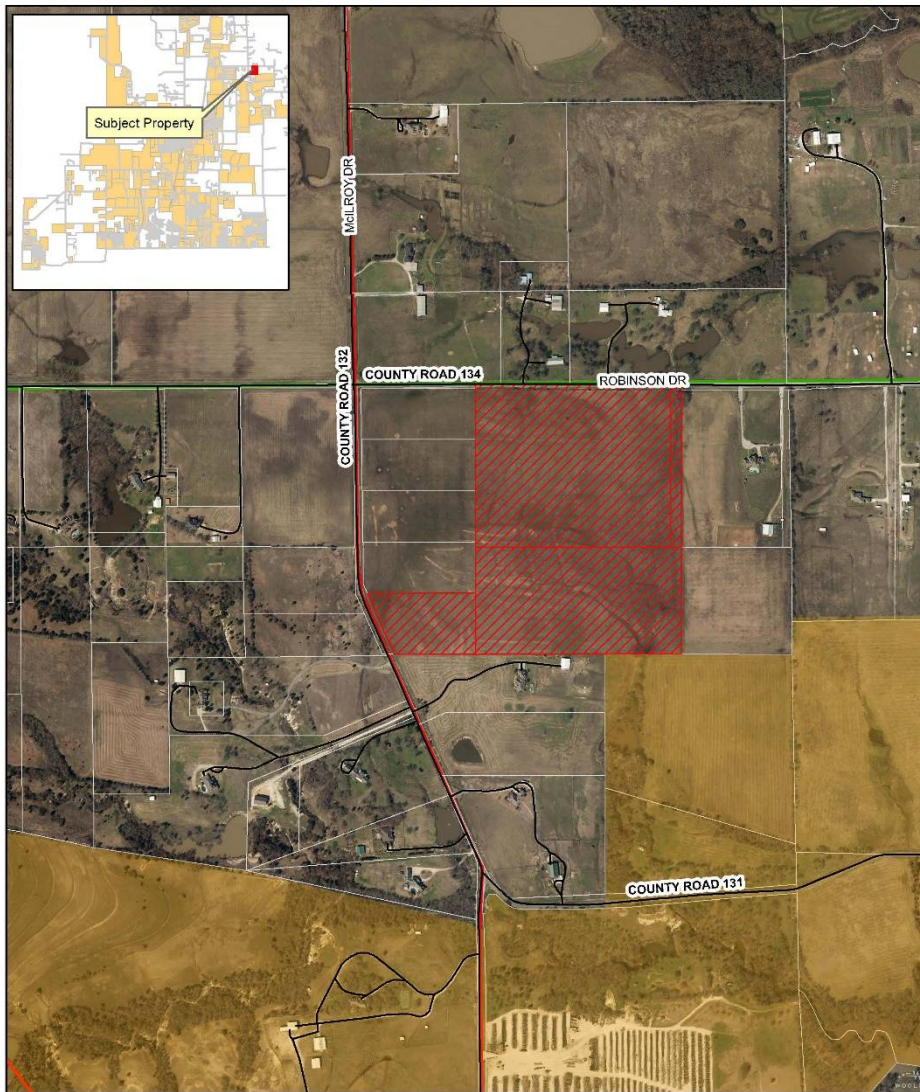
City Council

October 13, 2020



Attachment: Staff Presentation (Future City Park (53 Acres) – Annexation)





Location Map

The subject property is generally located south of Robinson Drive and east of County Road 132 (future McLroy Drive)

Background

- The property is approximately 53 acres and is the location of a future City park
- The property is currently in the Extraterritorial Jurisdiction (ETJ)
- The request is to zone the property to Community Facilities District (CF), which is the zoning district for municipal facilities, including public parks

Policy Considerations

- CF is an appropriate zoning designation for the subject property
- The annexation & zoning requests will be considered concurrently by City Council this evening

P&Z Public Hearing

- Two residents asked general questions about plans for the future park.
- There are currently no programming or design plans for this park

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its September 15th regular meeting
- Staff recommends approval of both the Annexation & Zoning as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
FUTURE CITY PARK (53 ACRES) C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 53 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED SOUTH OF ROBINSON DRIVE AND EAST OF COUNTY ROAD 132 AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 13th day of October, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 2nd day of October, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year

Attachment: Draft Ordinance (Future City Park (53 Acres) – Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 13th day of October, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Future City Park (53 Acres) – Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Legal Description

BEING a tract of land situated in the B.B.B. & C.R. Company Survey, Abstract No. 129, and in the B.B.B. & C.R. Company Survey, Abstract No. 130, Collin County, Texas and also being part of a called 82.566 acre tract conveyed to Chi Chu Chan & Tsun Huel Chan as recorded in Volume 5446, Page 427 of the Land Records of Collin County, Texas, being all of a 1.149 acre tract conveyed to Chi Chu Chan & Tsun Huel Chan as recorded in Volume 5515, Page 4725 of the Land Records of Collin County, Texas, and being all of Lot 5 Steeplechase Farms, Phase I, an addition Collin County, Texas, according to the plat thereof recorded in Cabinet O., Page 102 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-Inch Iron rod with a yellow plastic cap stamped "4613" found for corner at the southwest corner of said Lot 5 in the east Right of Way line of County No. 132;

THENCE N 23 deg. 53 min. 54 sec. W following the east Right of Way line of County No. 132 a distance of 408.06 feet to a bent 1/2-Inch Iron rod with a yellow plastic cap stamped "4613" found for corner at the northwest corner of said Lot 5;

THENCE N 89 deg. 57 min. 41 sec. E following the north line of said Lot 5 a distance of 664.36 feet to a 1/2-Inch Iron rod with a yellow plastic cap stamped "4613" set for corner at the northeast corner of said Lot 5;

THENCE N 00 deg. 35 min. 23 sec. W a distance of 1283.34 feet to a mag nail set for corner in the approximate centerline of County No. 134;

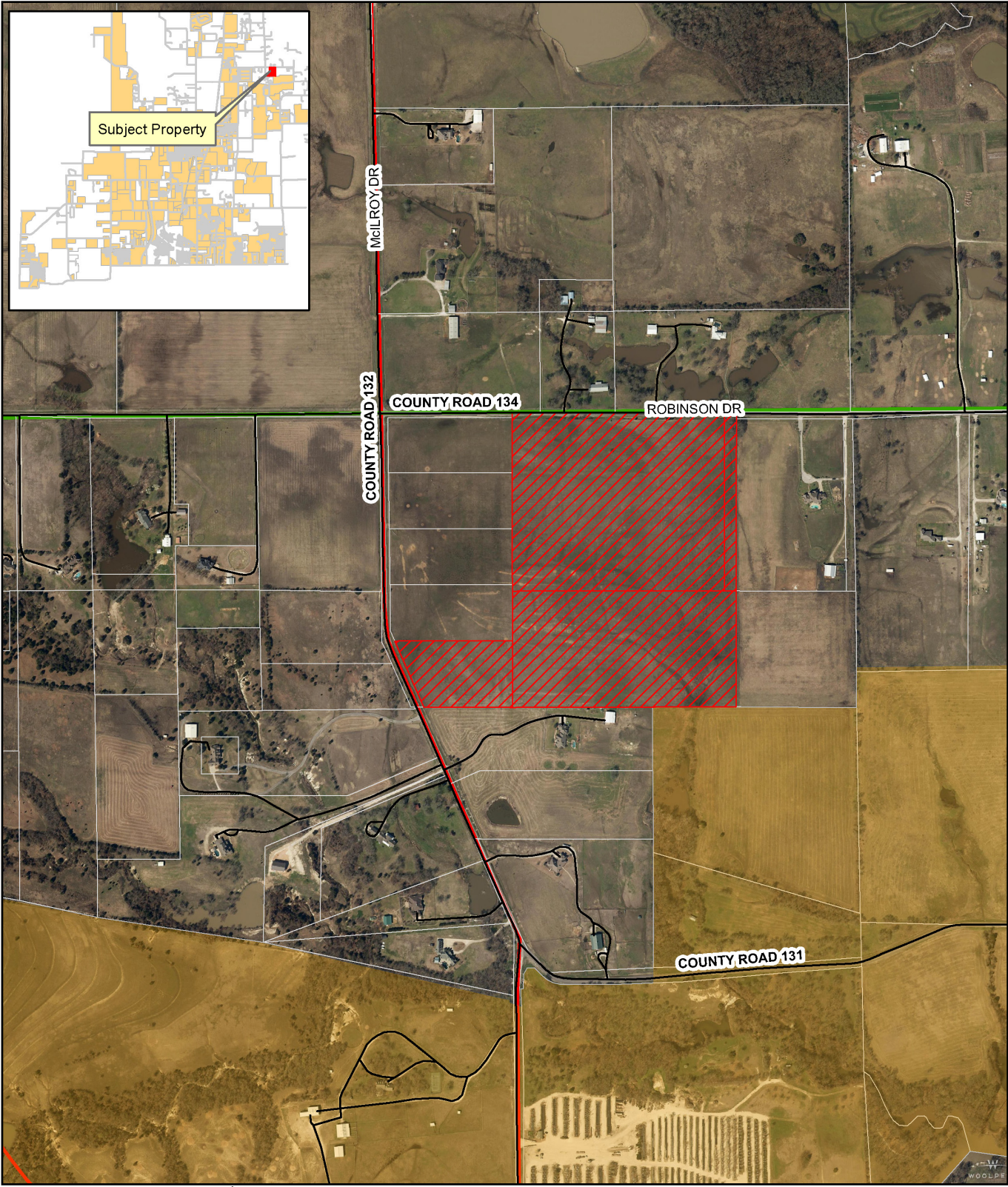
THENCE N 89 deg. 57 min. 41 sec. E following the approximate centerline of County No. 134 a distance of 1255.76 feet to a mag nail set for corner at the northeast corner of said 1.149 acre tract;

THENCE S 00 deg. 35 min. 23 sec. E following the east line of said 1.149 acre tract passing at 1001.43 feet a 1/2-Inch Iron rod found for the southeast corner of said 1.149 acre tract and continuing in all a distance of 1656.55 feet to a bent 1/2-Inch Iron rod found for corner in the north line of a called 25.472 acre conveyed to Celina Partners, LTD. as recorded in Volume 5023, Page 2451 of the Land Records of Collin County, Texas;

THENCE S 89 deg. 57 min. 41 sec. W following the north line of said 25.472 acre tract and the north line of a called 10.500 acre tract conveyed to Joseph and Kelli McCormick as recorded in Instrument No. 20141003001085590 Land Records of Collin County, Texas and continuing in all a distance of 1758.64 feet to the POINT OF BEGINNING and containing 2,297,927 Square Feet or 52.753 Acres of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

Attachment: Draft Ordinance (Future City Park (53 Acres) – Annexation)



Attachment: Draft Ordinance (Future City Park (53 Acres) – Annexation)

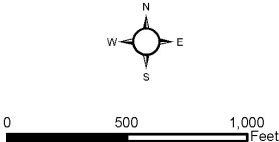
 Life Connected.	Location Map 53 Acres Future City Park Date: 8/31/2020	Legend - Roads - Subject Property - City Limits - Parcels	 0 500 1,000 Feet
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Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and

- equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Future City Park (53 Acres) - Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 53 acre tract of land to Community Facilities District (CF), generally located south of Robinson Drive and east of County Road 132. (Future City Park (53 Acres) – Zoning) (Mohan)

Applicant:

City of Celina
142 N. Ohio
Celina, TX 75009

Background Information:

Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

The staff recommends approval.

Subject Property

McILROY DR

COUNTY ROAD 132

COUNTY ROAD 134

ROBINSON DR

COUNTY ROAD 131

Attachment: Location Map (Future City Park (53 Acres) – Zoning)

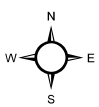


Location Map 53 Acres Future City Park

Date: 8/31/2020

Legend

- Roads
- Subject Property
- City Limits
- Parcels



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Packet Pg. 529

Feet

CITY OF CELINA, TEXAS
ORDINANCE 2020-_____
FUTURE CITY PARK (53 ACRES)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 53 ACRE TRACT OF LAND LOCATED IN THE B.B.B. & C.R. COMPANY SURVEY, ABSTRACT NO. 129 AND IN THE B.B.B. & C.R. COMPANY SURVEY, ABSTRACT NO. 130, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND APROXIMATELY SOUTH OF ROBINSON DRIVE AND EAST OF COUNTY ROAD 132; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED COMMUNITY FACILITIES DISTRICT (CF), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That the zoning classification is hereby established as Community Facilities District (CF), on a certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

SECTION 4
ZONING DESIGNATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Community Facilities District (CF).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described in Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 13 **EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of October, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Future City Park (53 Acres) – Zoning)

**Exhibit A
Legal Description**

BEING a tract of land situated in the B.B.B. & C.R. Company Survey, Abstract No. 129, and in the B.B.B. & C.R. Company Survey, Abstract No. 130, Collin County, Texas and also being part of a called 82.566 acre tract conveyed to Chi Chu Chan & Tsun Huel Chan as recorded in Volume 5446, Page 427 of the Land Records of Collin County, Texas, being all of a 1.149 acre tract conveyed to Chi Chu Chan & Tsun Huel Chan as recorded in Volume 5515, Page 4725 of the Land Records of Collin County, Texas, and being all of Lot 5 Steeplechase Farms, Phase I, an addition Collin County, Texas, according to the plat thereof recorded in Cabinet O., Page 102 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-Inch Iron rod with a yellow plastic cap stamped "4613" found for corner at the southwest corner of said Lot 5 in the east Right of Way line of County No. 132;

THENCE N 23 deg. 53 min. 54 sec. W following the east Right of Way line of County No. 132 a distance of 408.06 feet to a bent 1/2-Inch Iron rod with a yellow plastic cap stamped "4613" found for corner at the northwest corner of said Lot 5;

THENCE N 89 deg. 57 min. 41 sec. E following the north line of said Lot 5 a distance of 664.36 feet to a 1/2-Inch Iron rod with a yellow plastic cap stamped "4613" set for corner at the northeast corner of said Lot 5;

THENCE N 00 deg. 35 min. 23 sec. W a distance of 1283.34 feet to a mag nail set for corner in the approximate centerline of County No. 134;

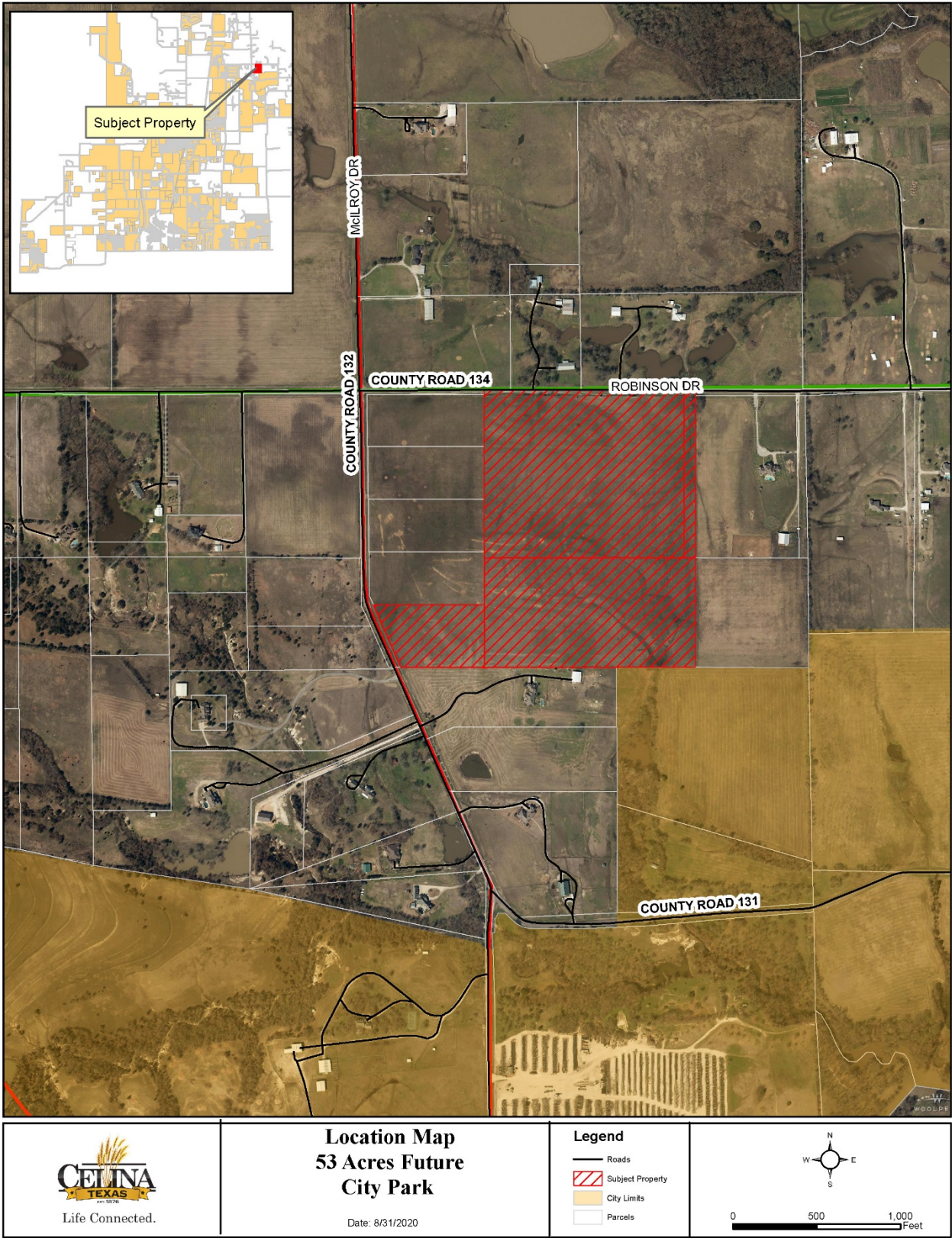
THENCE N 89 deg. 57 min. 41 sec. E following the approximate centerline of County No. 134 a distance of 1255.76 feet to a mag nail set for corner at the northeast corner of said 1.149 acre tract;

THENCE S 00 deg. 35 min. 23 sec. E following the east line of said 1.149 acre tract passing at 1001.43 feet a 1/2-Inch Iron rod found for the southeast corner of said 1.149 acre tract and continuing in all a distance of 1656.55 feet to a bent 1/2-Inch Iron rod found for corner in the north line of a called 25.472 acre conveyed to Celina Partners, LTD. as recorded in Volume 5023, Page 2451 of the Land Records of Collin County, Texas;

THENCE S 89 deg. 57 min. 41 sec. W following the north line of said 25.472 acre tract and the north line of a called 10.500 acre tract conveyed to Joseph and Kelli McCormick as recorded in Instrument No. 20141003001085590 Land Records of Collin County, Texas and continuing in all a distance of 1758.64 feet to the POINT OF BEGINNING and containing 2,297,927 Square Feet or 52.753 Acres of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

EXHIBIT B
Property Exhibit



Attachment: Draft Ordinance (Future City Park (53 Acres) – Zoning)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Plagge Tract - Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 10 acres within the Extraterritorial Jurisdiction, generally located west of Celina Parkway, approximately 1,200 feet east of Dallas Parkway, and approximately 1,300 feet north of future Collin County Outer Loop. (Plagge Tract - Annexation) (Mohan)

Applicant:

Rob Daake
14755 Preston Rd, Ste. 600
Dallas, TX 75254

Background Information:

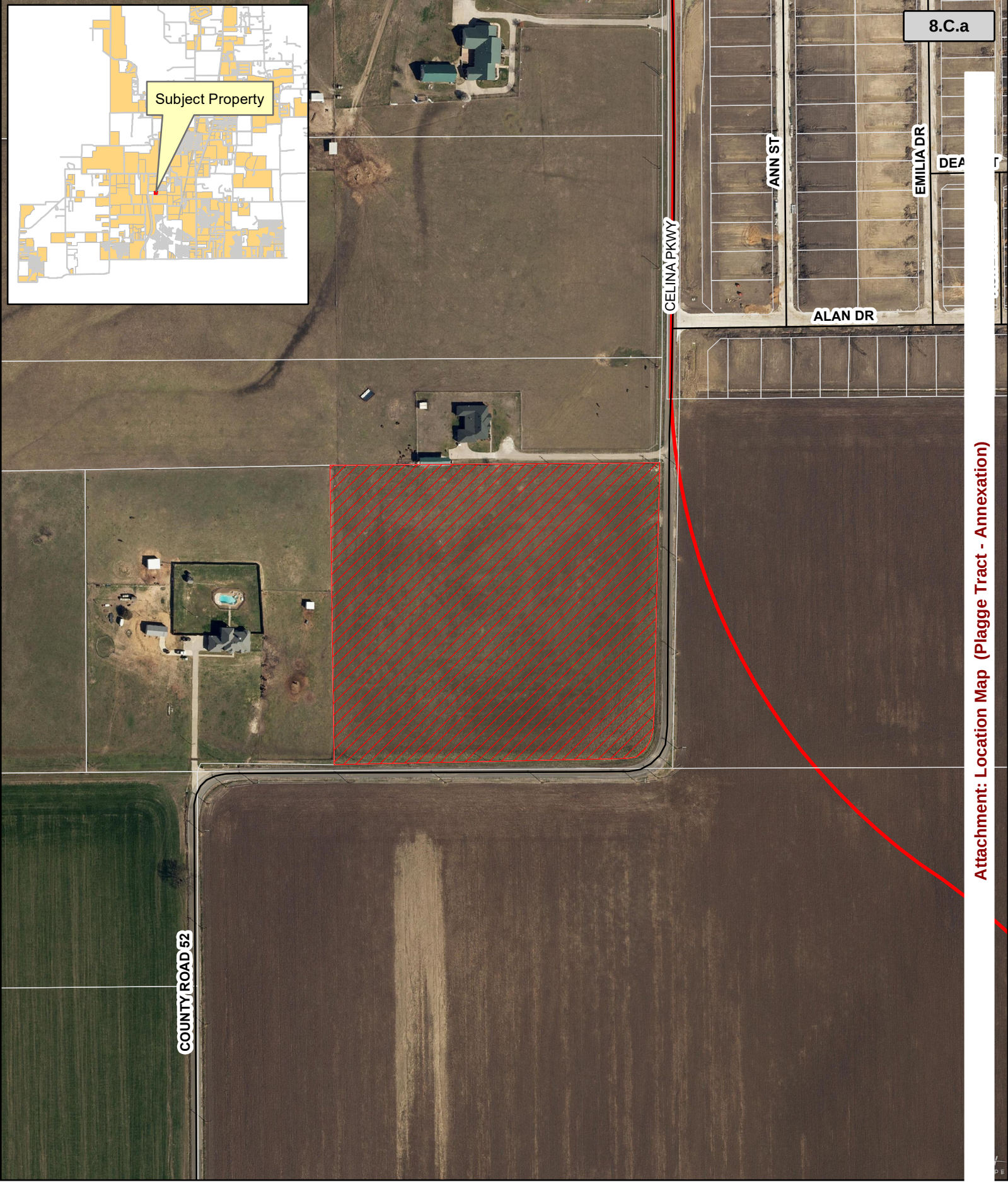
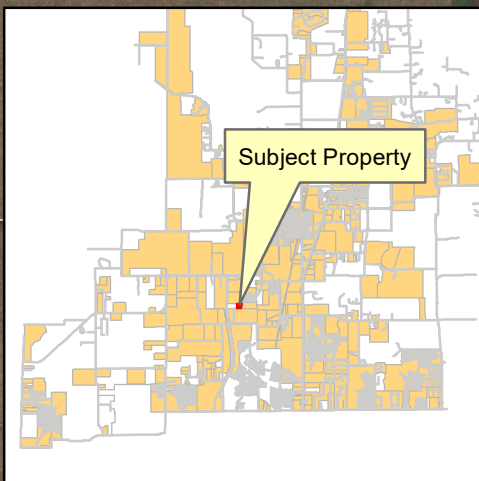
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

The staff recommends approval.



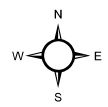
Attachment: Location Map (Plagge Tract - Annexation)



Location Map Plagge Tract

Date: 8/31/2020

- Legend**
- Roads
 - Subject Property
 - Parcels



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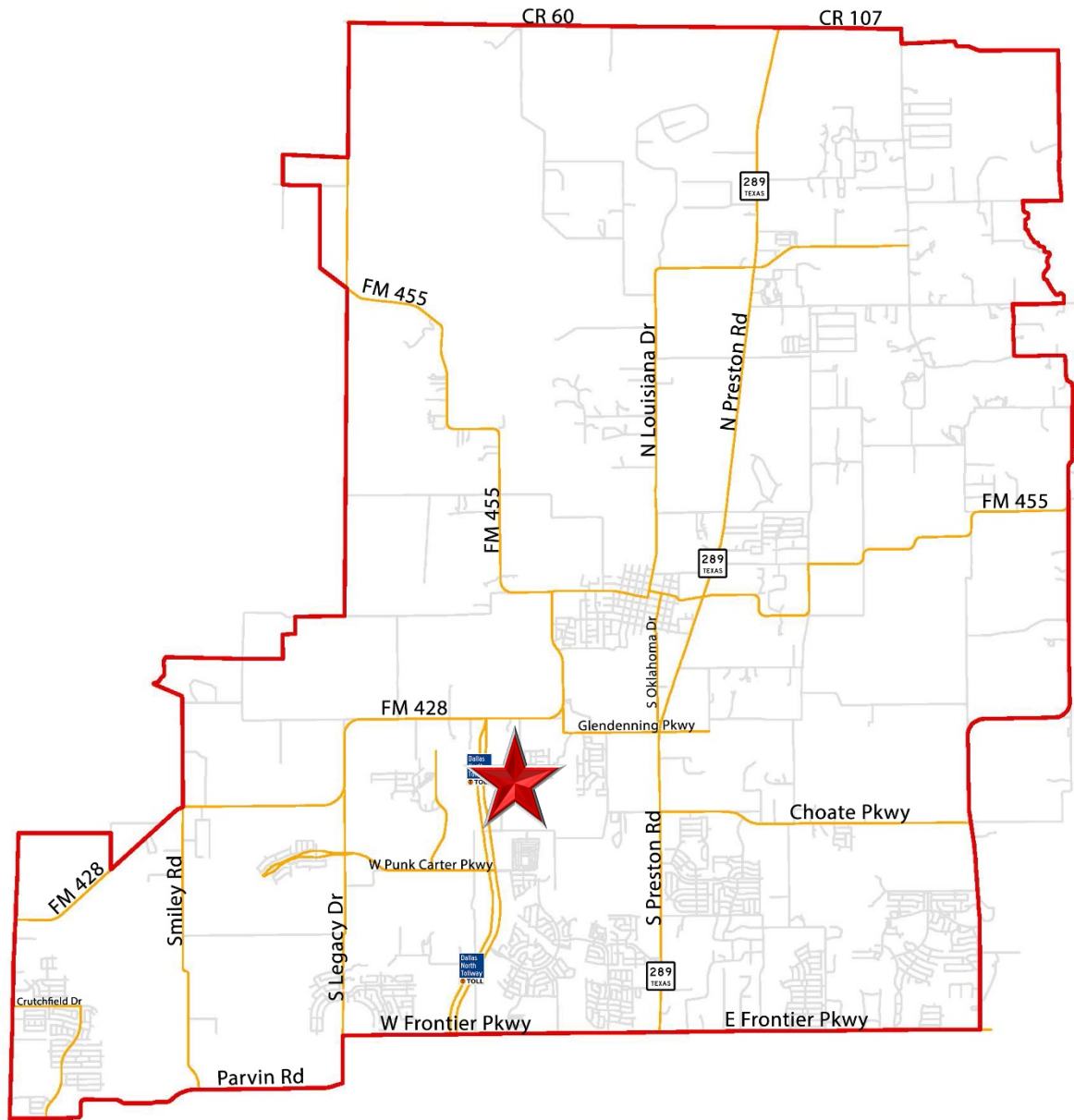
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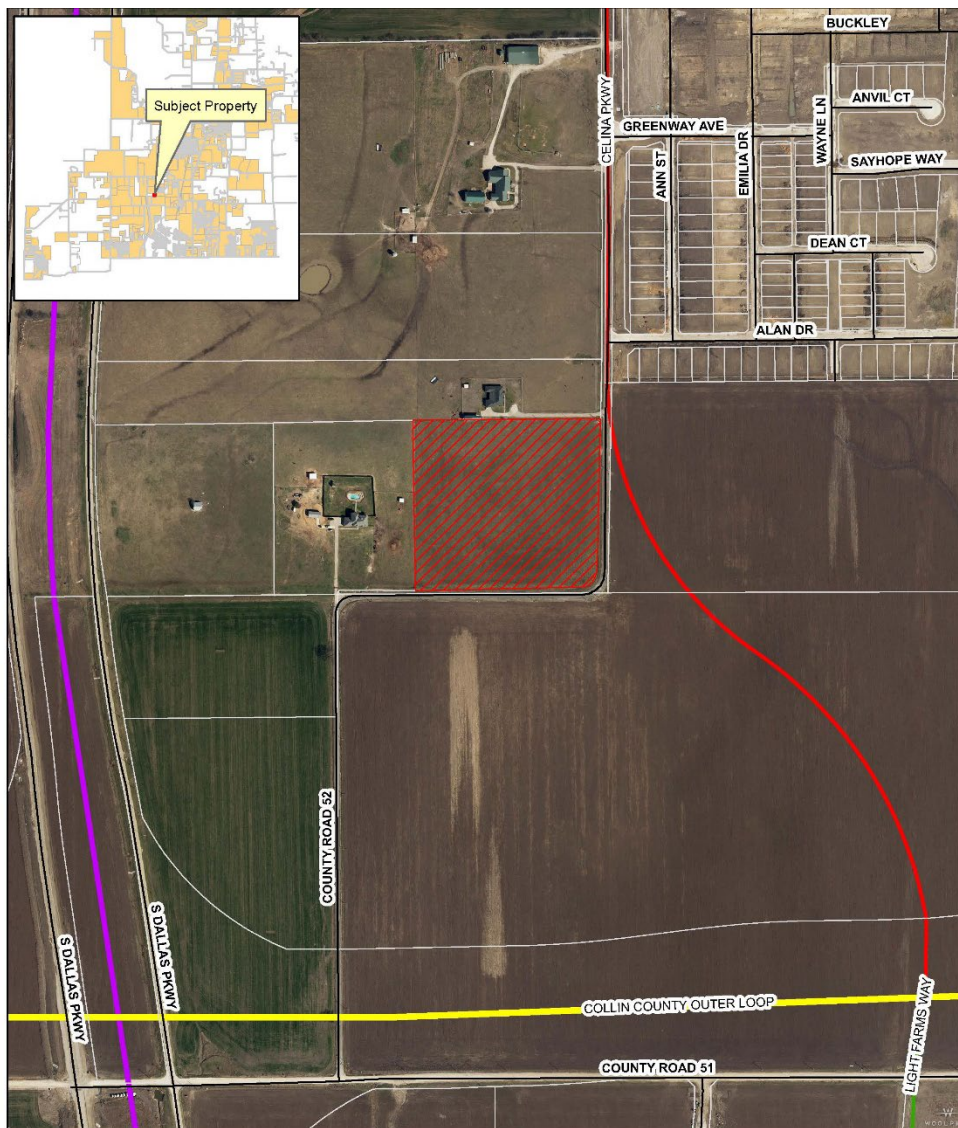
Plagge Tract

Annexation & Zoning

City Council

October 13, 2020





Location Map

The subject property is generally located east of the Dallas North Tollway, north of the future Collin County Outer Loop, and west of Celina Parkway

Background

- The property is approximately 10 acres and is currently in the Extraterritorial Jurisdiction (ETJ)
- The request is to zone the property to Dallas North Tollway Overlay District (DNTD)
- The annexation & zoning requests will be considered concurrently by City Council this evening

Policy Considerations

- DNTD is an appropriate zoning district for the subject property
- DNTD base zoning will help market the property
- This property has an existing pre-annexation agreement and the applicant is willing to zone and annex into the City 12 years prior to the expiration of that agreement

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its September 15th regular meeting
- Staff recommends approval of both the Annexation & Zoning as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
PLAGGE TRACT C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 10 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED WEST OF CELINA PARKWAY, APPROXIMATELY 1,200 FEET EAST OF DALLAS PARKWAY, AND APPROXIMATELY 1,300 FEET NORTH OF FUTURE COLLIN COUNTY OUTER LOOP AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 13th day of October, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 2nd day of October, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **ANNEXATION OF AREA**

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6 **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 13th day of October, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Plagge Tract - Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Legal Description

SITUATED in Collin County, Texas, in the Issac Williamson Survey, Abstract No. 943, being a resurvey of part of the 87.23 acres of land described in a deed from ARCUS Development Corporation, Trustee to Lewis D. Dickerson, J. B. Hunn and Ken Massey dated October 3, 1985, recorded in Volume 2230, Page 590 of the Collin County Land Records, being described by metes and bounds as follows:

COMMENCING at an 8 inch diameter Bois d'Arc corner post at the northwest corner of said 87.23 acre tract; THENCE East, 1887.14 feet and South, 1370.21 feet, (South 54 deg. 01 min. 03 sec. East, 2332.12 feet) to an iron pin set in North-South county rock road No. 52 for a PLACE OF BEGINNING;

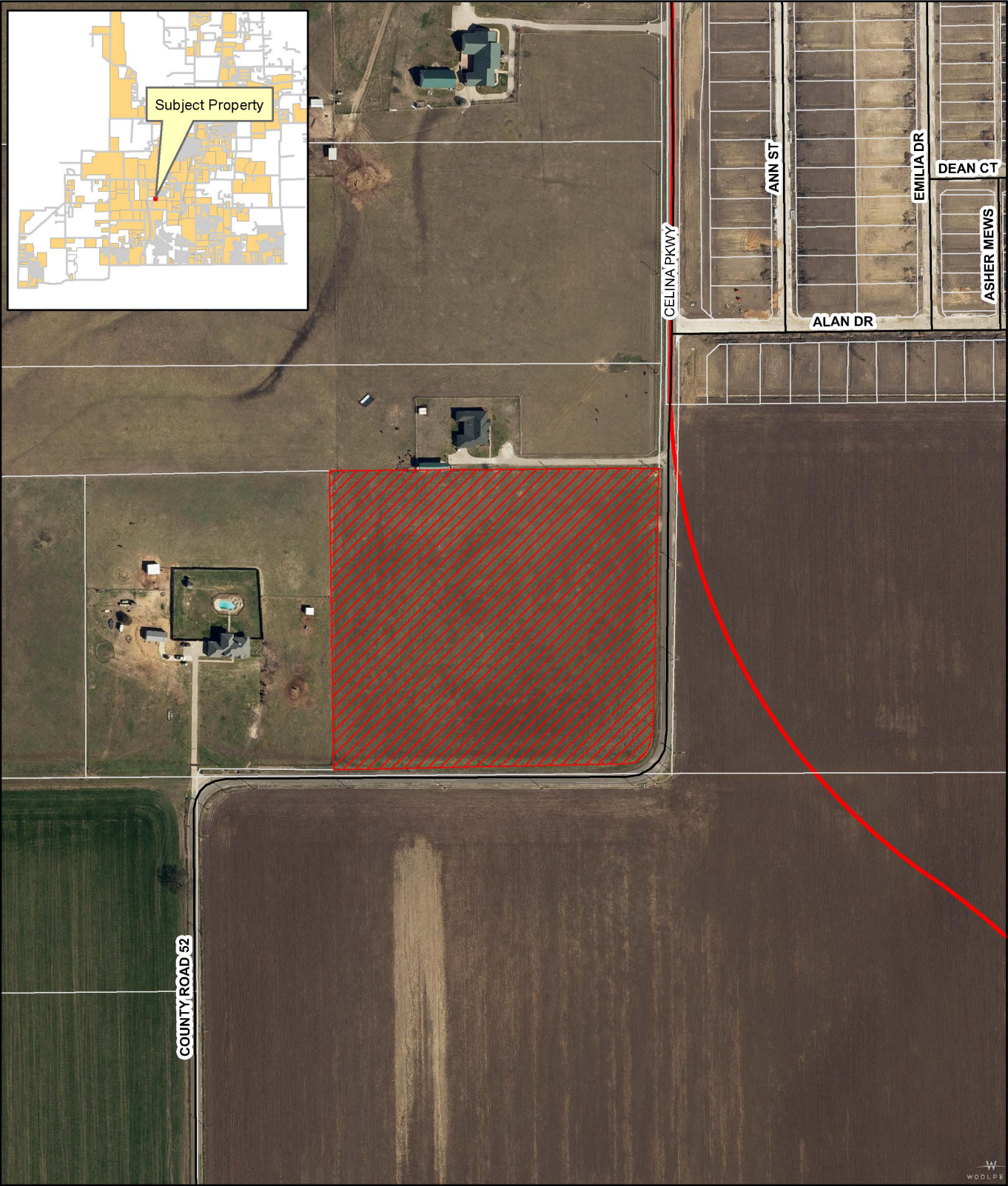
THENCE South 0 deg. 47 min. 24 sec. West, 640.34 feet with the East line of said 87.23 acre tract and with said road to an iron pin found at the Southeast corner of said 87.23 acre tract at the corner of said road;

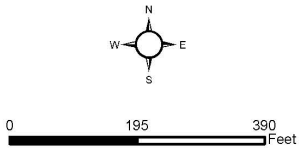
THENCE North 89 deg. 43 min. 13 sec. West, 682.89 feet with the South line of said 87.23 acre tract and with said County Road No. 52 to an iron pin set in said South line and road for a corner;

THENCE North 0 deg. 47 min. 24 sec. East, 635.46 feet to an iron pin set for a corner;

THENCE North 89 deg. 52 min. 13 sec. East, 682.95 feet to the PLACE OF BEGINNING and CONTAINING 10.000 acres of land.

Attachment: Draft Ordinance (Plagge Tract - Annexation)



	Location Map Plagge Tract Date: 8/31/2020	Legend — Roads ▨ Subject Property □ Parcels	
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Attachment: Draft Ordinance (Plagge Tract - Annexation)

Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) **Emergency Medical Services**

- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Plagge Tract - Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 10 acre tract of land to Dallas North Tollway Overlay District (DNTO), generally located west of Celina Parkway, approximately 1,200 feet east of Dallas Parkway, and approximately 1,300 feet north of future Collin County Outer Loop. (Plagge - Zoning) (Mohan)

Applicant:

Rob Daake
14755 Preston Rd, Ste. 600
Dallas, TX 75254

Background Information:

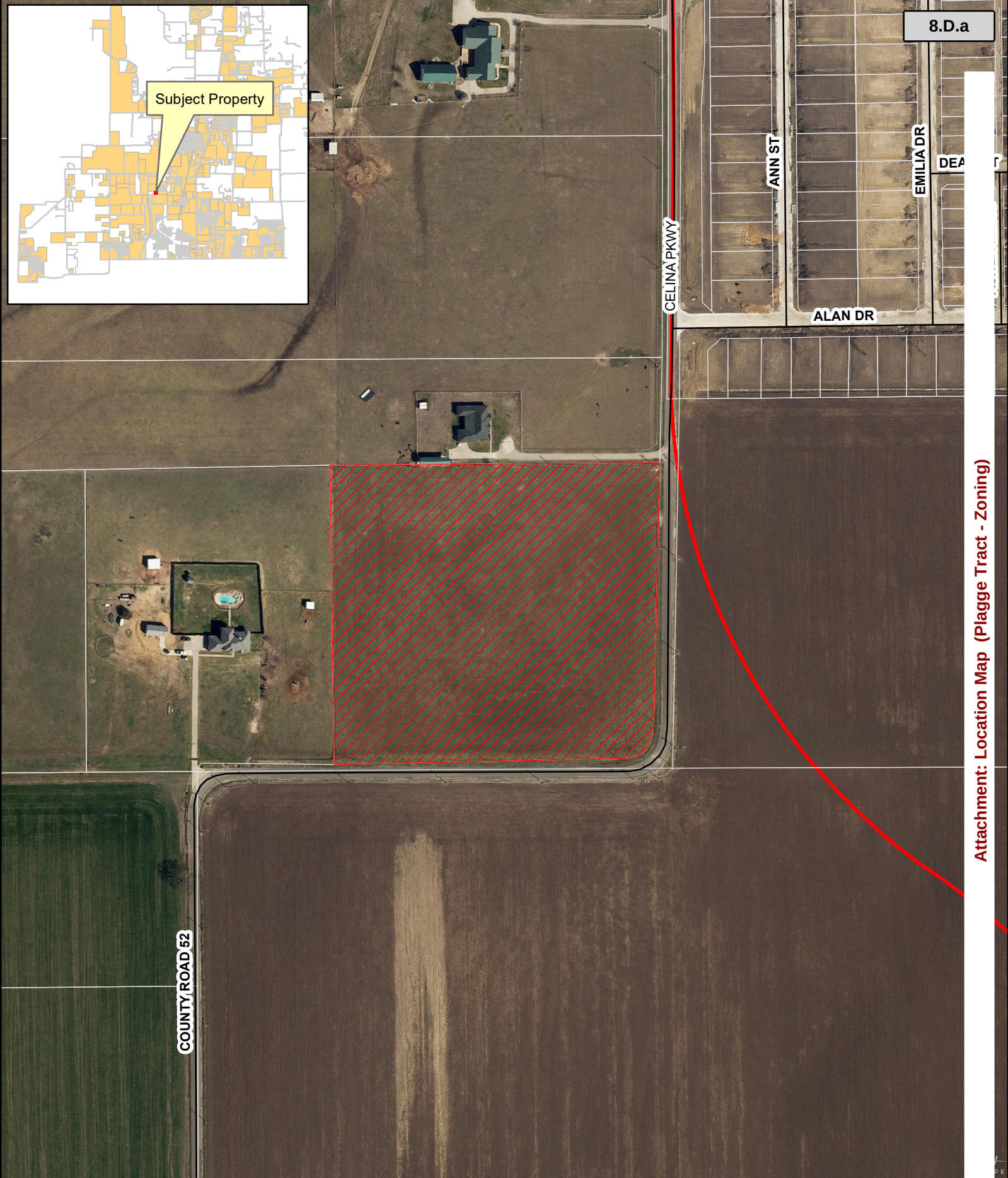
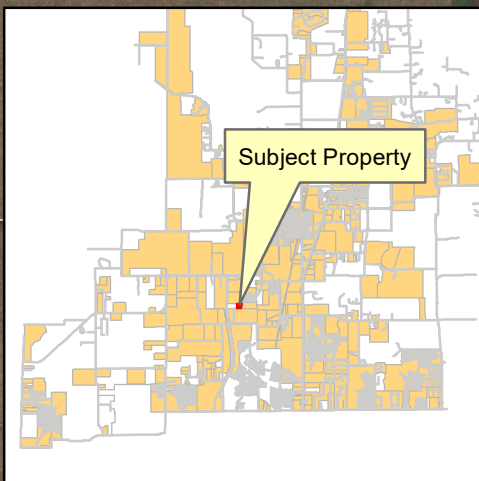
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

The staff recommends approval.



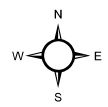
Attachment: Location Map (Plagge Tract - Zoning)



Location Map Plagge Tract

Date: 8/31/2020

- Legend**
- Roads
 - ▨ Subject Property
 - Parcels



CITY OF CELINA, TEXAS

ORDINANCE 2020-_____
PLAGGE TRACT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 10 ACRE TRACT OF LAND LOCATED IN THE ISSAC WILLIAMSON SURVEY, ABSTRACT NO. 943, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND APPROXIMATELY WEST OF CELINA PARKWAY, APPROXIMATELY 1,200 FEET EAST OF DALLAS PARKWAY, AND APPROXIMATELY 1,300 FEET NORTH OF FUTURE COLLIN COUNTY OUTER LOOP; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTD), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and

Attachment: Draft Ordinance (Plagge Tract - Zoning)

afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as Dallas North Tollway Overlay District (DNTD), on a certain tract of land described in Exhibit "A" and depicted in Exhibit "B".

SECTION 4 **ZONING DESIGNATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Dallas North Tollway Overlay District (DNTD).

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property described in Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 13 **EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of October, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Plagge Tract - Zoning)

Exhibit A
Legal Description

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THENCE South 0 deg. 47 min. 24 sec. West, 640.34 feet with the East line of said 87.23 acre tract and with said road to an iron pin found at the Southeast corner of said 87.23 acre tract at the corner of said road;

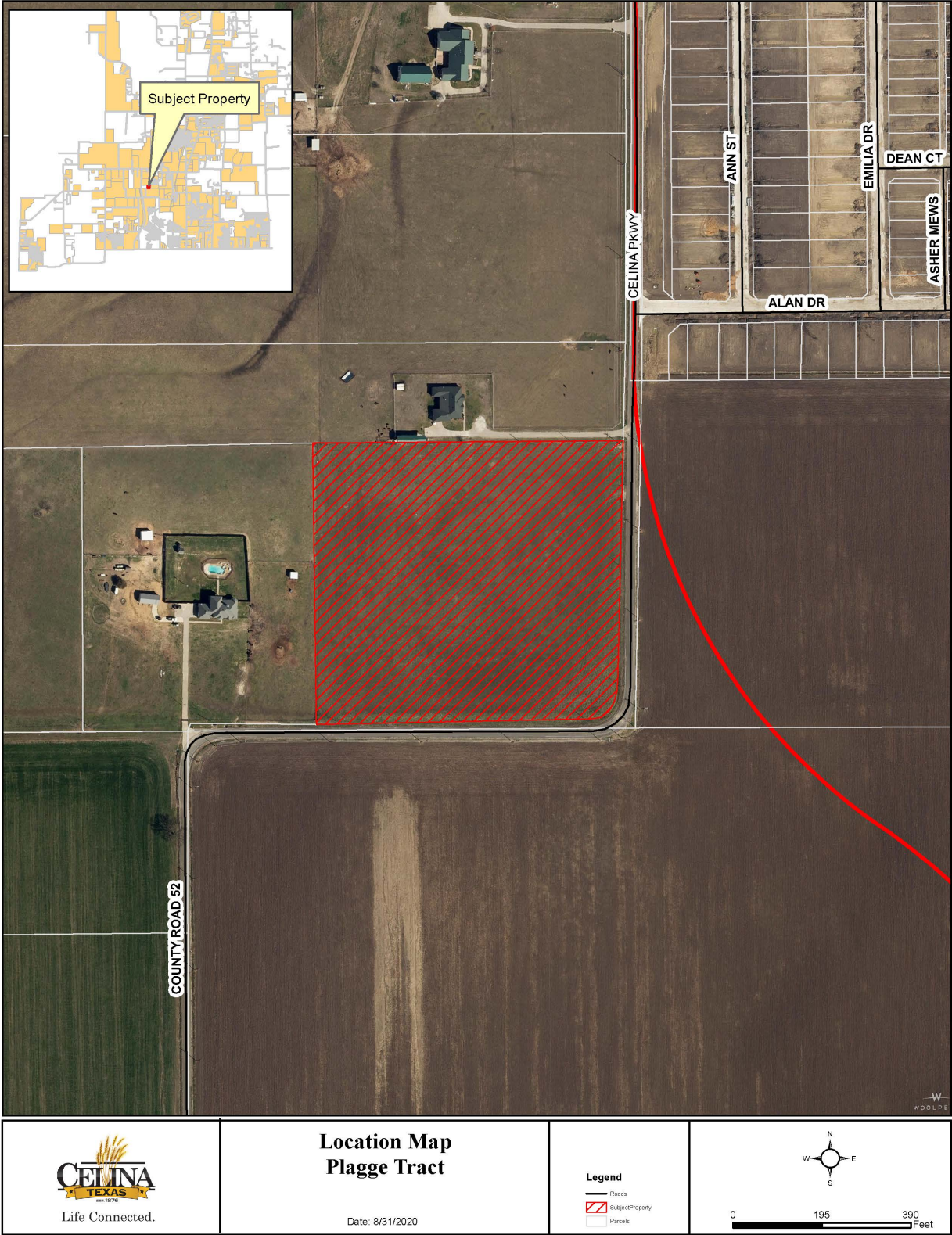
THENCE North 89 deg. 43 min. 13 sec. West, 682.89 feet with the South line of said 87.23 acre tract and with said County Road No. 52 to an iron pin set in said South line and road for a corner;

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THENCE North 89 deg. 52 min. 13 sec. East, 682.95 feet to the PLACE OF BEGINNING and CONTAINING 10.000 acres of land.

Attachment: Draft Ordinance (Plagge Tract - Zoning)

Exhibit B
Property Exhibit



Attachment: Draft Ordinance (Plagge Tract - Zoning)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Bellevue (Miller) - Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 42 acres within the Extraterritorial Jurisdiction, generally located north of future Glendenning Parkway and approximately 1,200 feet west of Coit Road. (Bellevue (Miller) - Annexation) (Mohan)

Applicant:

Frank Abbott
6160 Warren Pkway, Suite 210
Frisco, TX 75034

Background Information:

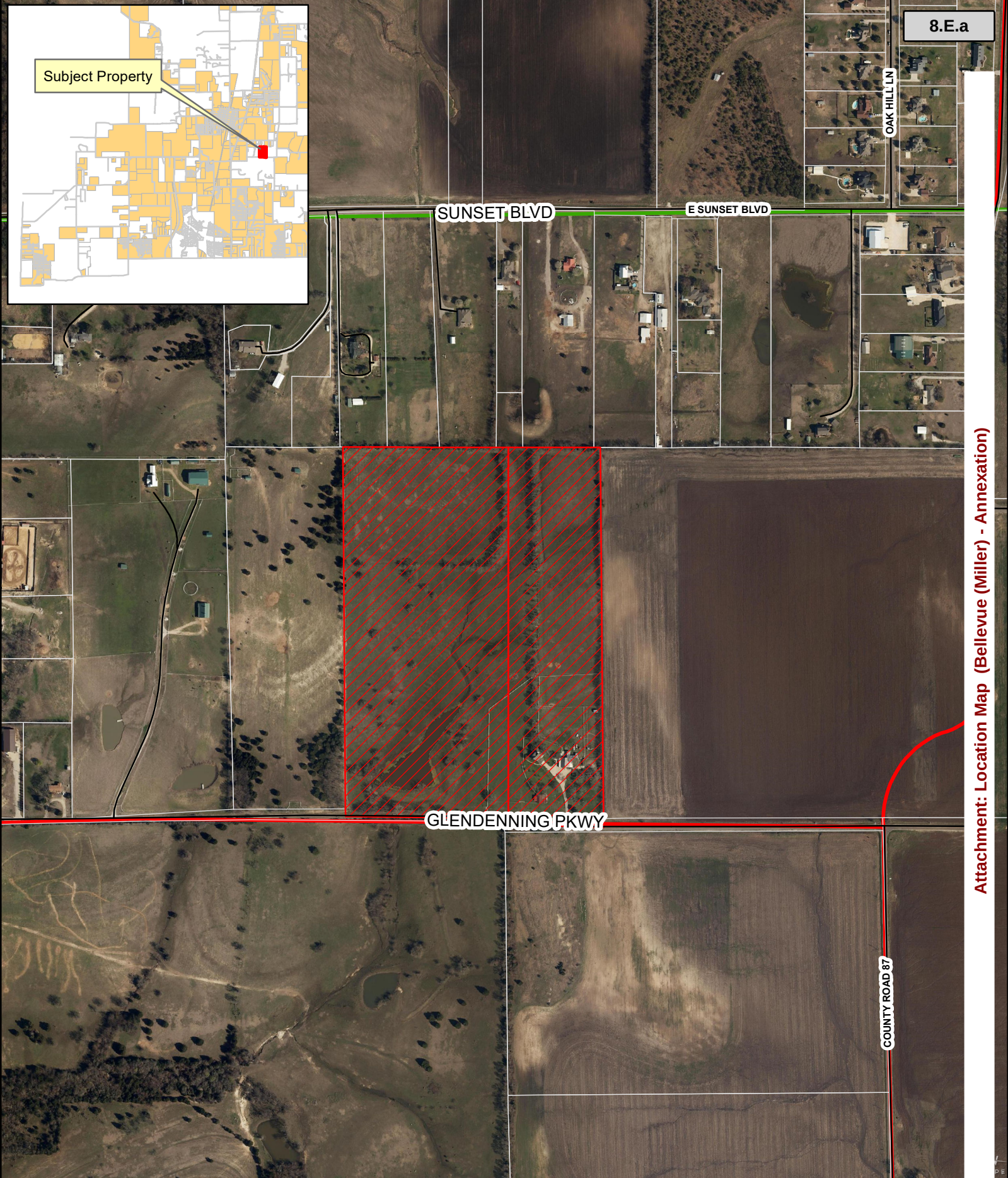
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

The staff recommends approval.



8.E.a

Subject Property

SUNSET BLVD

E SUNSET BLVD

GLENDEENING PKWY

COUNTY ROAD 87

Attachment: Location Map (Bellevue (Miller) - Annexation)

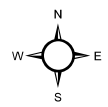


Location Map Miller Tract

Date: 7/9/2020

Legend

- Roads
-  MillerTract
-  Parcels



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Packet Pg. 563

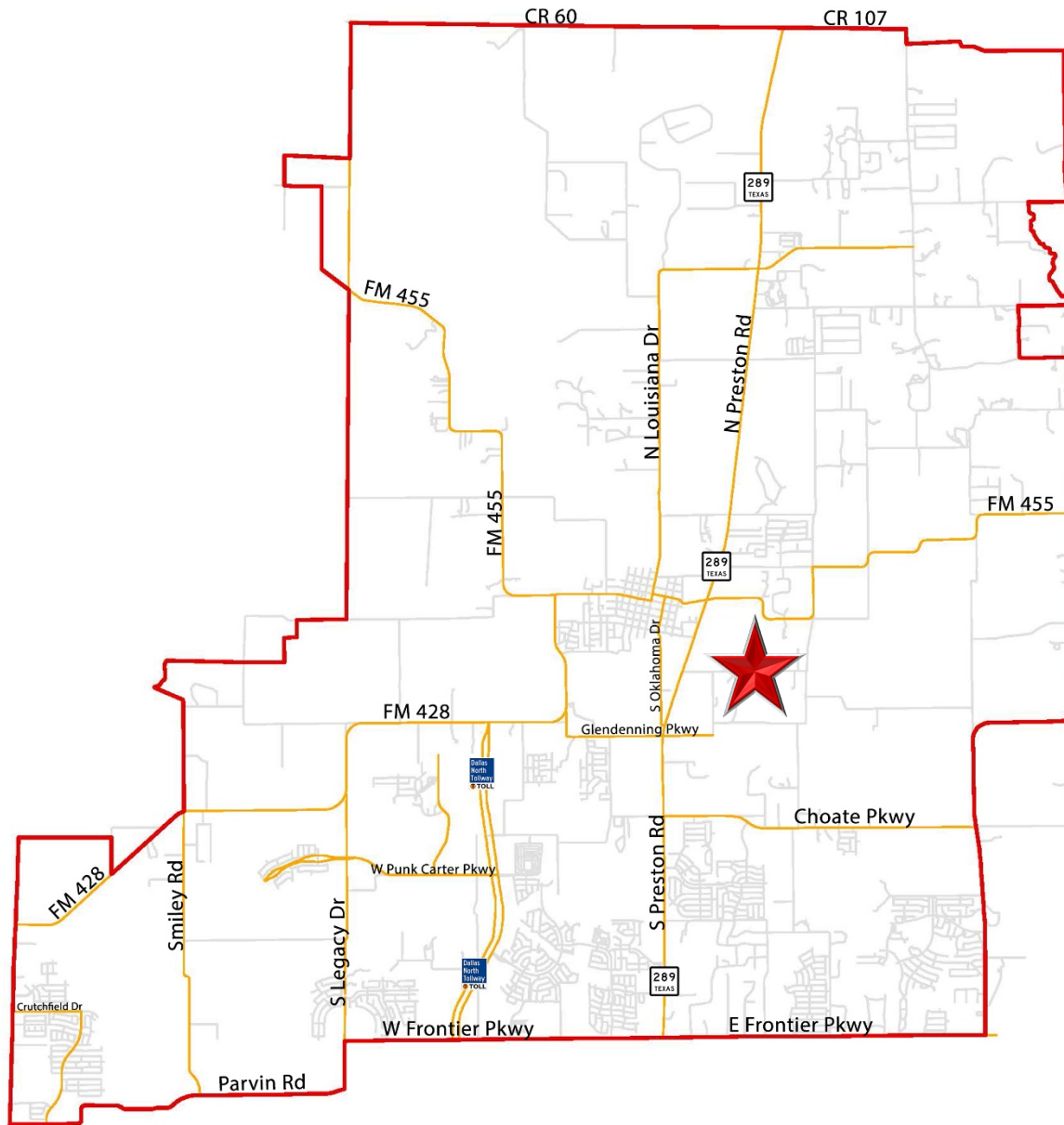
Feet

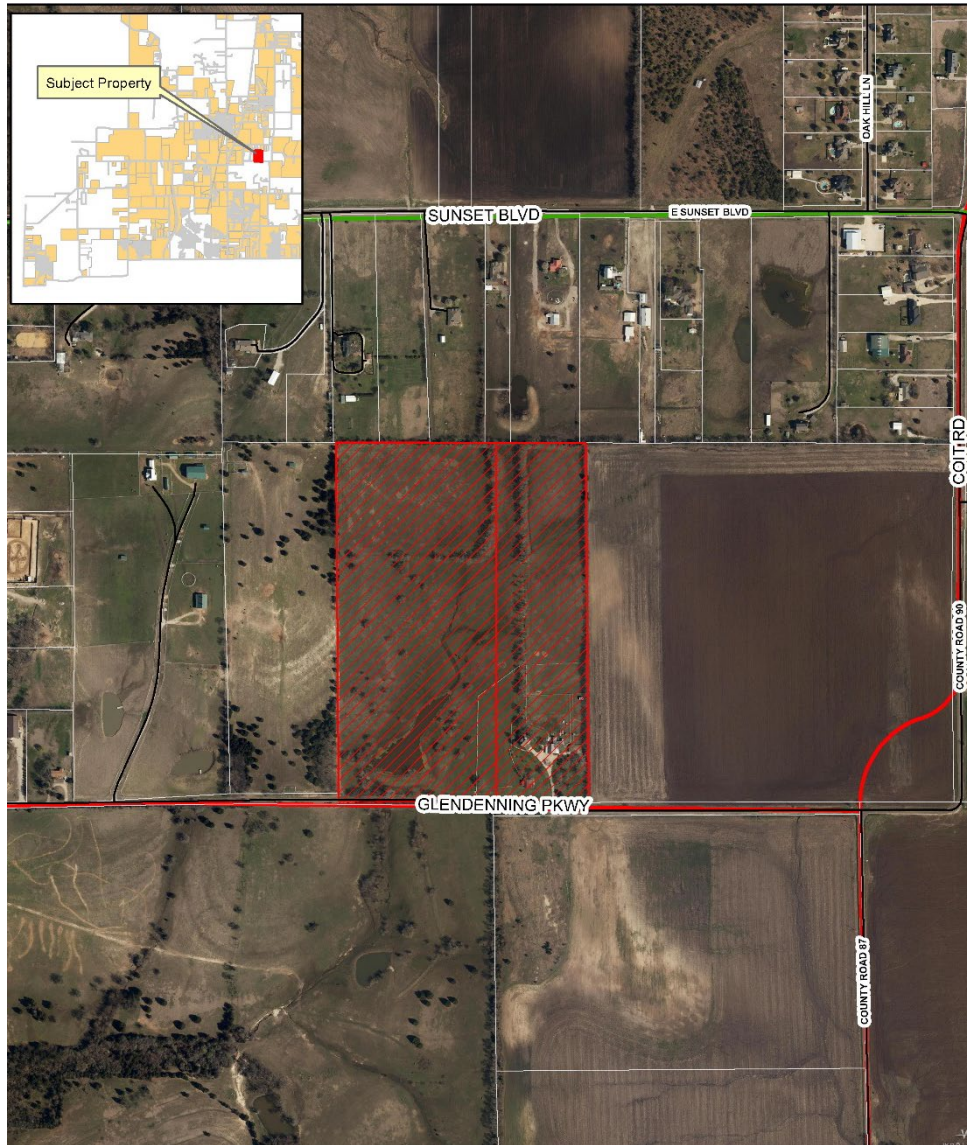
Bellevue (Miller) Tract

Annexation & Zoning

City Council

October 13, 2020





Location Map

The subject property is generally located north of future Glendenning Parkway and west of Coit Road

Attachment: Staff Presentation (Bellevue (Miller) - Annexation)

Background

- In August 2020, the City approved a Development Agreement that outlined the property's future annexation and zoning
- The subject property is approximately 42 acres and located in the Extraterritorial Jurisdiction (ETJ)
- The applicant's request is to zone the property to Single-Family Residential Detached District (SF-R) per the DA

Policy Considerations

- The development is voluntarily annexing 42 acres into the City and adheres to base zoning
- The proposed land use is appropriate for the location and is in conformance with the governing DA
- The annexation & zoning requests will be considered concurrently by City Council this evening

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its September 15th regular meeting
- Staff recommends approval of both the Annexation & Zoning as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
BELLEVUE (MILLER) C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 42 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED NORTH OF FUTURE GLENDENNING PARKWAY AND APPROXIMATELY 1,200 FEET WEST OF COIT ROAD AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 13th day of October, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 2nd day of October, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year

Attachment: Draft Ordinance (Bellevue (Miller) - Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 13th day of October, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Bellevue (Miller) - Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

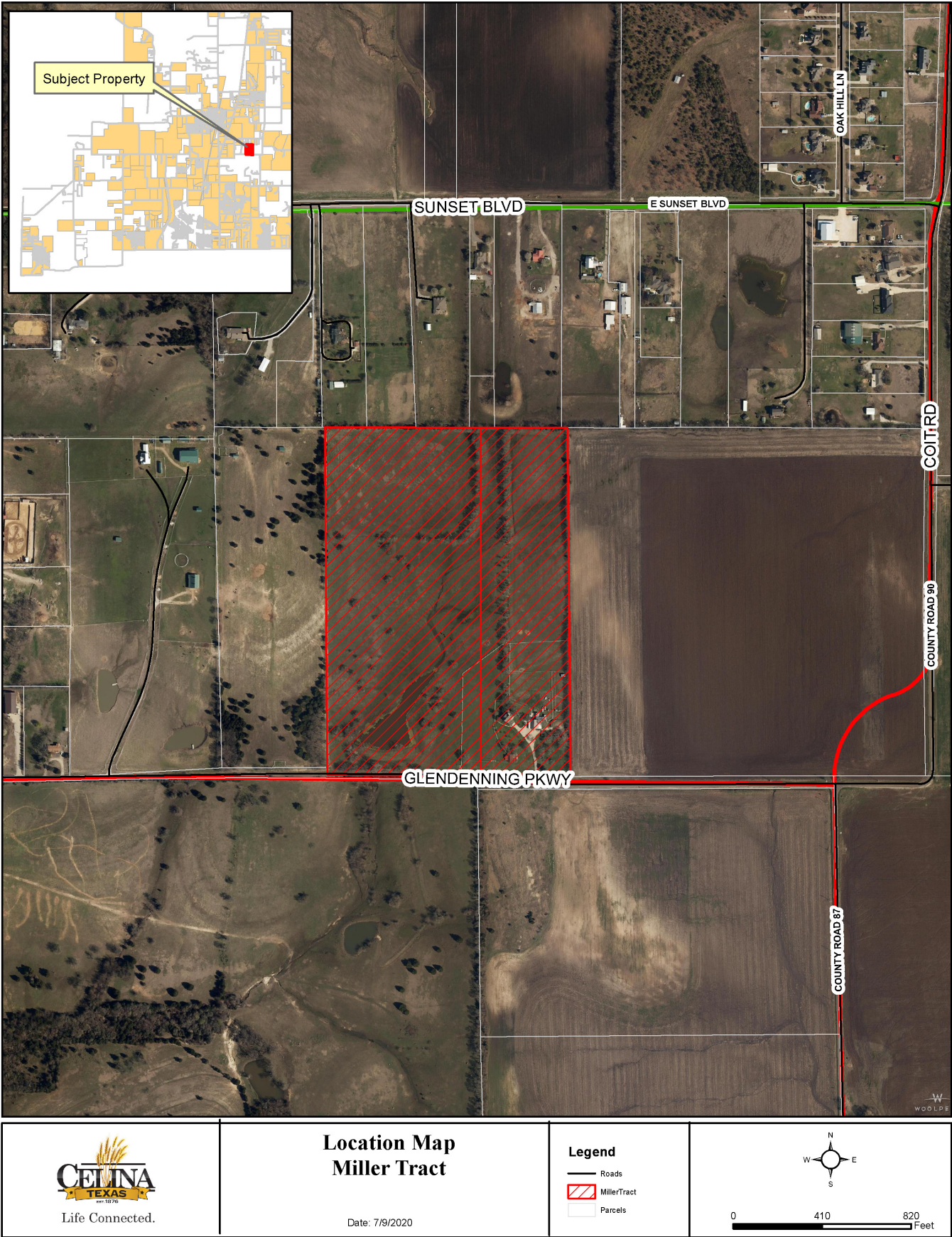
Legal Description

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 167, and the C. F. Rice Survey, Abstract No. 771, Collin County, Texas, and being all of a called 10.01 acre tract as conveyed to Joseph A. Miller and recorded in County Clerk's No. 93-0002189 of Collin County, Texas, and also being all of a called 31.539 acre tract as conveyed to Joseph A. Miller, Inc., Employees Pension Trust and recorded in County Clerk's No. 93-0002190 of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail set in CR. No. 90 at the southeast corner of said called 10.01 acre tract;

THENCE N 89°52'31" W a distance of 44.95' to a mag nail set for corner;
 THENCE N 88°02'04" W a distance of 188.99' to a mag nail set for corner;
 THENCE N 81°46'36" W a distance of 229.66' to a mag nail set for corner;
 THENCE N 89°39'13" W a distance of 658.72' to a mag nail set for corner;
 THENCE N 00°42'44" W a distance of 1603.59' to a corner post found for corner;
 THENCE S 89°58'13" E a distance of 1119.30' to a 1/4" iron rod found for corner;
 THENCE S 00°42'44" E a distance of 1646.43' to the POINT OF BEGINNING and containing 1,809,884 Square Feet or 41.549 Acres of land.

Attachment: Draft Ordinance (Bellevue (Miller) - Annexation)



Attachment: Draft Ordinance (Bellevue (Miller) - Annexation)

Exhibit “B”**Substance from body of executed Service Agreement for C-3 Annexed Property****A) SERVICE PLAN GENERALLY**

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Bellevue (Miller) - Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 42 acre tract of land to Single-Family Residential Detached District (SF-R), generally located north of future Glendenning Parkway and approximately 1,200 feet west of Coit Road. (Bellevue (Miller) – Zoning) (Mohan)

Applicant:

Frank Abbott
6160 Warren Pkway, Suite 210
Frisco, TX 75034

Background Information:

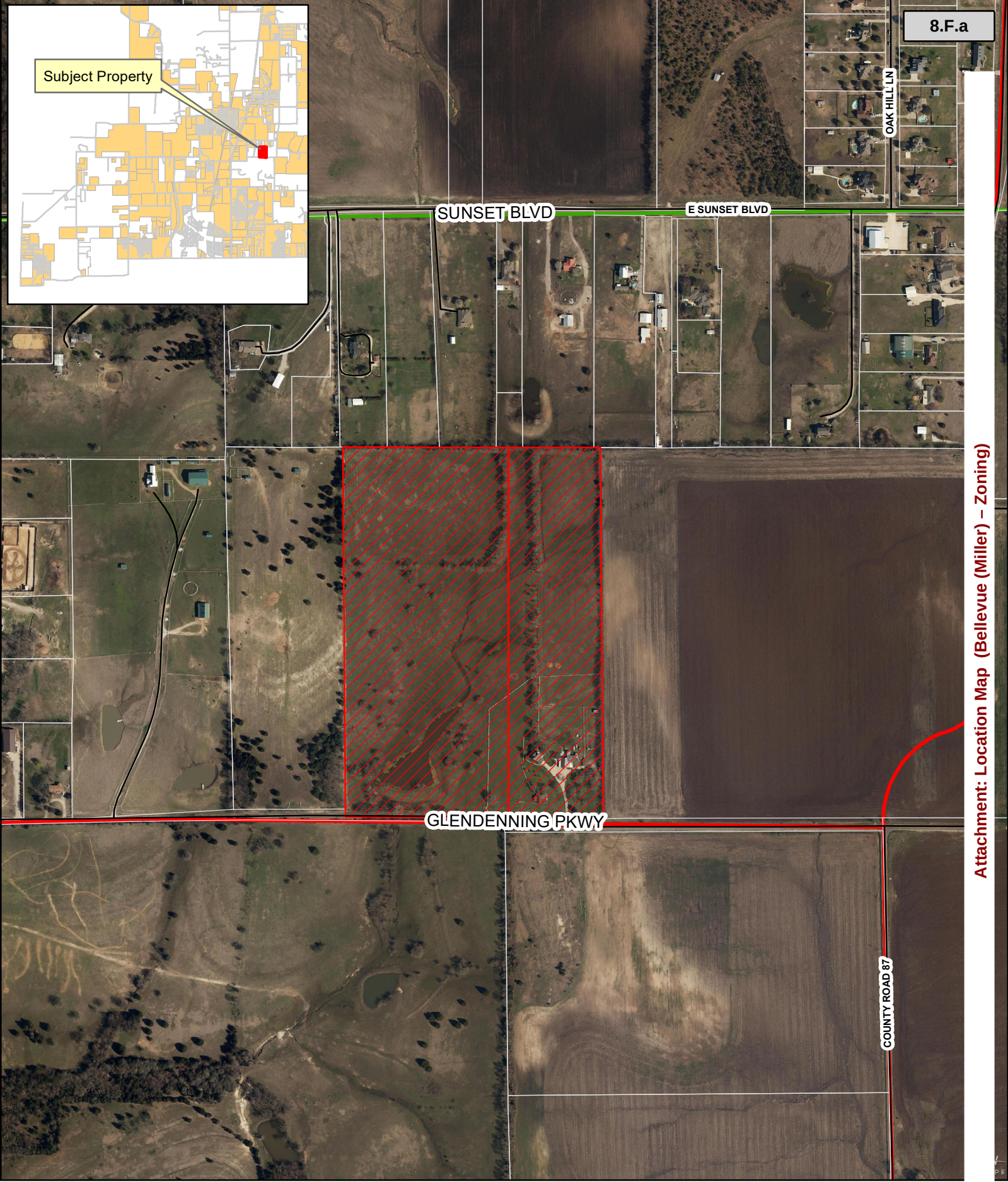
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

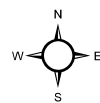
The staff recommends approval.



Attachment: Location Map (Bellevue (Miller) - Zoning)

Legend

- Roads
-  MillerTract
-  Parcels



CITY OF CELINA, TEXAS
ORDINANCE 2020-____
BELLEVUE MILLER TRACT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 42 ACRE TRACT OF LAND LOCATED IN THE COLLIN COUNTY LAND SURVEY, ABSTRACT NUMBER 167 AND THE C.F. RICE SURVEY, ABSTRACT NUMBER 771, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF FUTURE GLENDENNING PARKWAY AND APPROXIMATELY 1,200 FEET WEST OF COIT ROAD; AS DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” AND INCORPORATED HEREIN TO BE ZONED SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT (SF-R), WITH ASSOCIATED DEVELOPMENT STANDARDS (EXHIBIT “C”), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in August 2020 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B” attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, Ordinance No. 2020-_____ Bellevue Miller Tract

Page 1

Attachment: Draft Ordinance (Bellevue (Miller) – Zoning)

Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as Single-Family Residential Detached District (SF-R) (with associated development standards; Exhibit "C") on a certain tract of land described in Exhibit "A" and depicted in Exhibit "B"

SECTION 4 **ZONING DESIGNATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Single-Family Residential Detached District (SF-R) with associated development standards (Exhibit "C").

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property described in Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 13 **EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of October, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Bellevue (Miller) – Zoning)

Exhibit A Legal Description

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 167, and the C. F. Rice Survey, Abstract No. 771, Collin County, Texas, and being all of a called 10.01 acre tract as conveyed to Joseph A. Miller and recorded in County Clerk's No. 93-0002189 of Collin County, Texas, and also being all of a called 31.539 acre tract as conveyed to Joseph A. Miller, Inc., Employees Pension Trust and recorded in County Clerk's No. 93-0002190 of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail set in CR. No. 90 at the southeast corner of said called 10.01 acre tract;

THENCE N 89°52'31" W a distance of 44.95' to a mag nail set for corner;

THENCE N 88°02'04" W a distance of 188.99' to a mag nail set for corner;

THENCE N 81°46'36" W a distance of 229.66' to a mag nail set for corner;

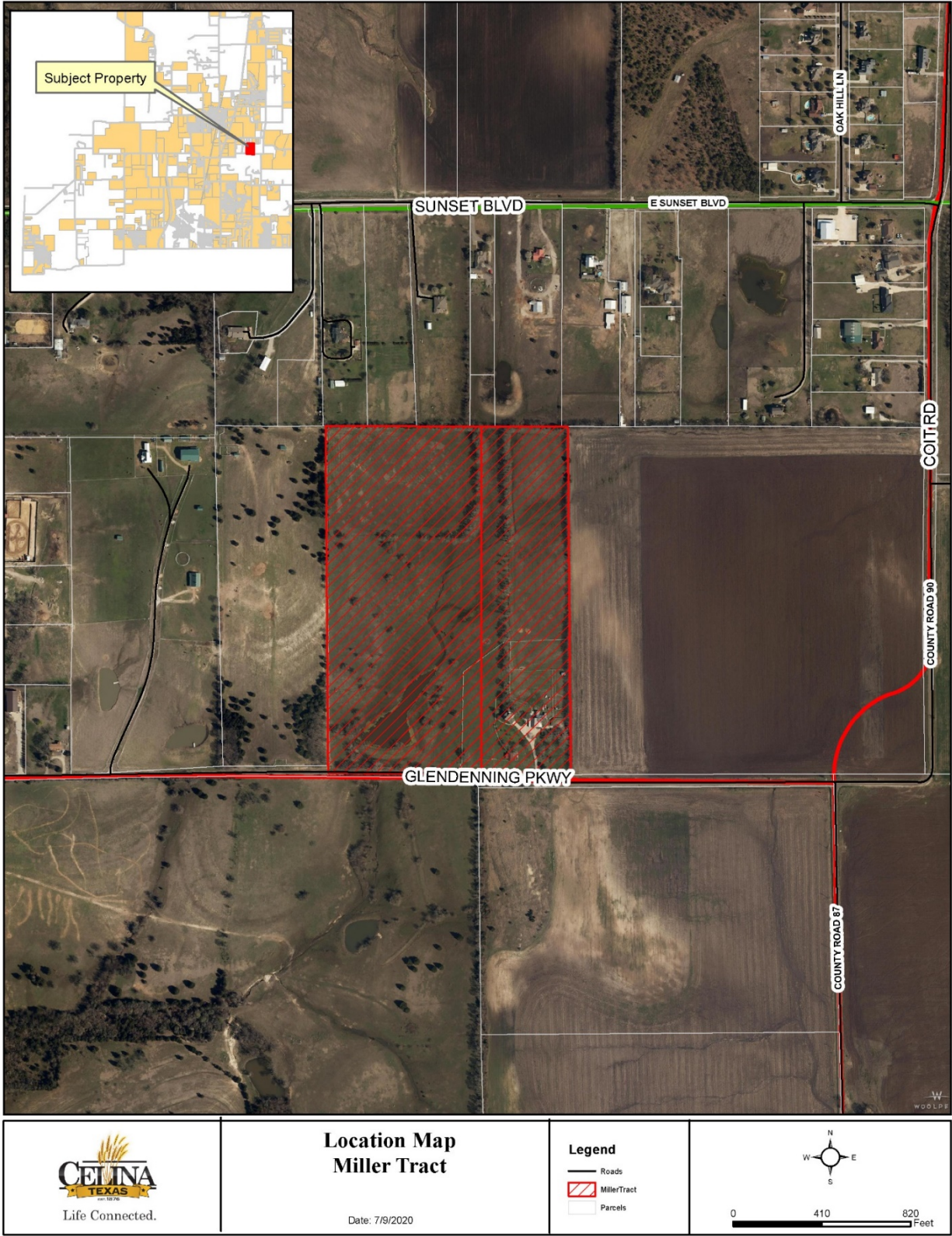
THENCE N 89°39'13" W a distance of 658.72' to a mag nail set for corner;

THENCE N 00°42'44" W a distance of 1603.59' to a corner post found for corner;

THENCE S 89°58'13" E a distance of 1119.30' to a 1/4" iron rod found for corner;

THENCE S 00°42'44" E a distance of 1646.43' to the POINT OF BEGINNING and containing 1,809,884 Square Feet or 41.549 Acres of land.

Exhibit B
Property Exhibit



Attachment: Draft Ordinance (Bellevue (Miller) – Zoning)

Exhibit C Development Regulations

The City and the Developer agree that the Property as zoned under this Agreement shall have the following restrictions and entitlements in connection with its Single-Family uses:

- (a) 40-foot and 50-foot lots with alleys are permitted; and
- (b) Minimum lot depth of 110' for a 40' lot; minimum lot depth of 115' for a 50' lot; and
- (c) Minimum side yards shall be 5' for center loaded lots and/or alternate 10'/0' zero lot option; and
- (d) Minimum density for alternate regulations shall not apply; and
- (e) Minimum floor area for 40-foot and 50-foot product shall be 1,250 square feet; and
- (f) Garage placement for alternate regulations shall be as follows:
 - i) **Front facades & front-facing garage placement – one-story homes.** The face of garage doors shall not extend beyond the front façade of any residential structure unless one or both of the following conditions apply; and in that case, the face of the garage door may extend up to a maximum of eight (8) feet beyond the front façade:
 - a. A front porch extending a minimum of fifty percent (50%) of the front façade is provided; or
 - b. A bay window is provided on the longest wall face of the front façade.
 - ii) **Front facades & front-facing garage placement – two story homes.** The face of garage doors may extend beyond the front façade of any residential structure up to a maximum of eight (8) feet beyond the front façade.
 - iii) **Front facades & J-swing garage placement.** When the doors of garages are designed to be perpendicular to the street access (as in J-swing garages), the garage facade may extend in front of the main front façade of the residential structure.
 - iv) **Side facades & J-swing garages.** J-swing garages shall have a minimum of twenty (20) feet from the door face of the garage to the side property line for maneuvering and tandem parking.
- (g) at least 20% of the lots must be 50-feet wide and a maximum of 80% can be 40-foot widths; and
- (h) only the above two lot sizes are permitted notwithstanding the standard of three allowable sizes under the base SF-R regulations.



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Frontier Mini Storage - Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 15 acres within the Extraterritorial Jurisdiction, generally located north of Frontier Parkway (Parvin Road today) and approximately 600 feet east of Smiley Road. (Frontier Mini Storage – Annexation) (Mohan)

Applicant:

Collen and Rick Meyer
14673 Midway Rd., Suite 106
Addison, TX 75001

Background Information:

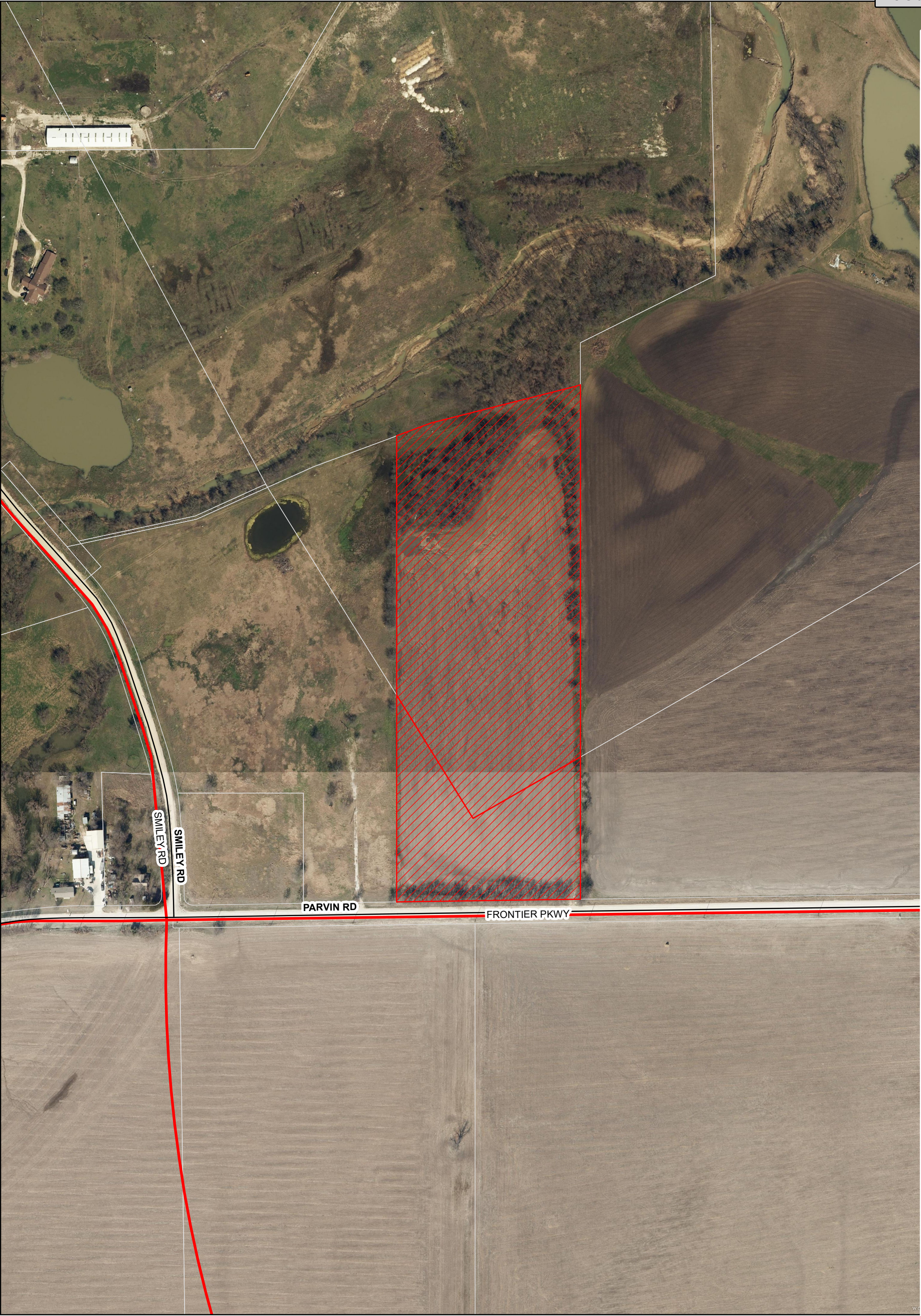
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

The staff recommends approval.



Attachment: Location Map (Frontier Mini Storage – Annexation)



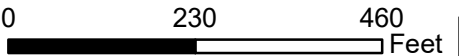
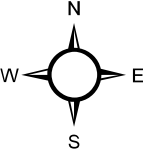
Life Connected.

Frontier Mini Storage Location Map

Date: 6/22/2020

Legend

-  Roads
-  Frontier Mini Storage
-  Parcels



0 230 460 Feet

Packet Pg. 590

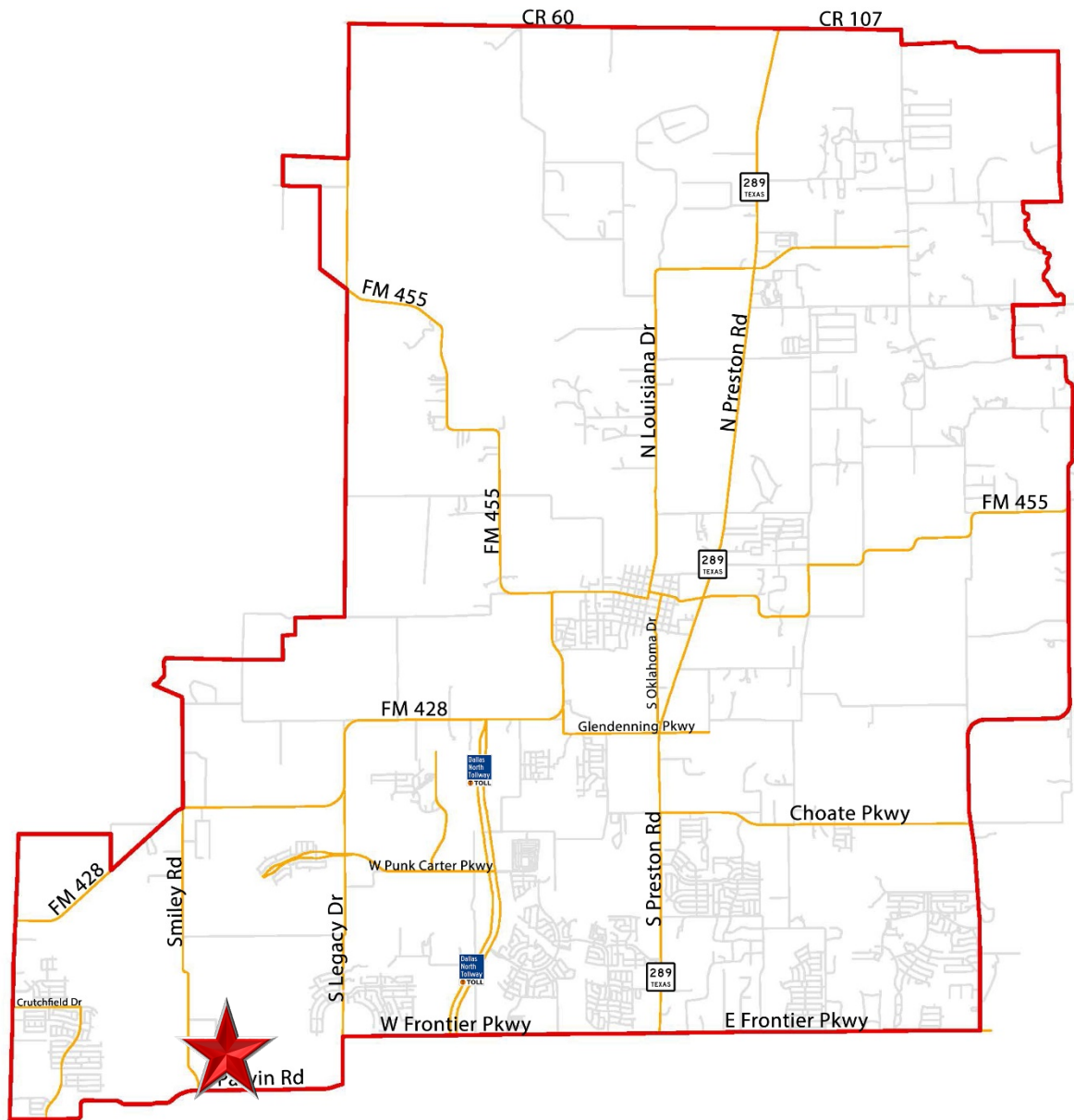
Frontier Mini Storage

Annexation & Zoning

City Council

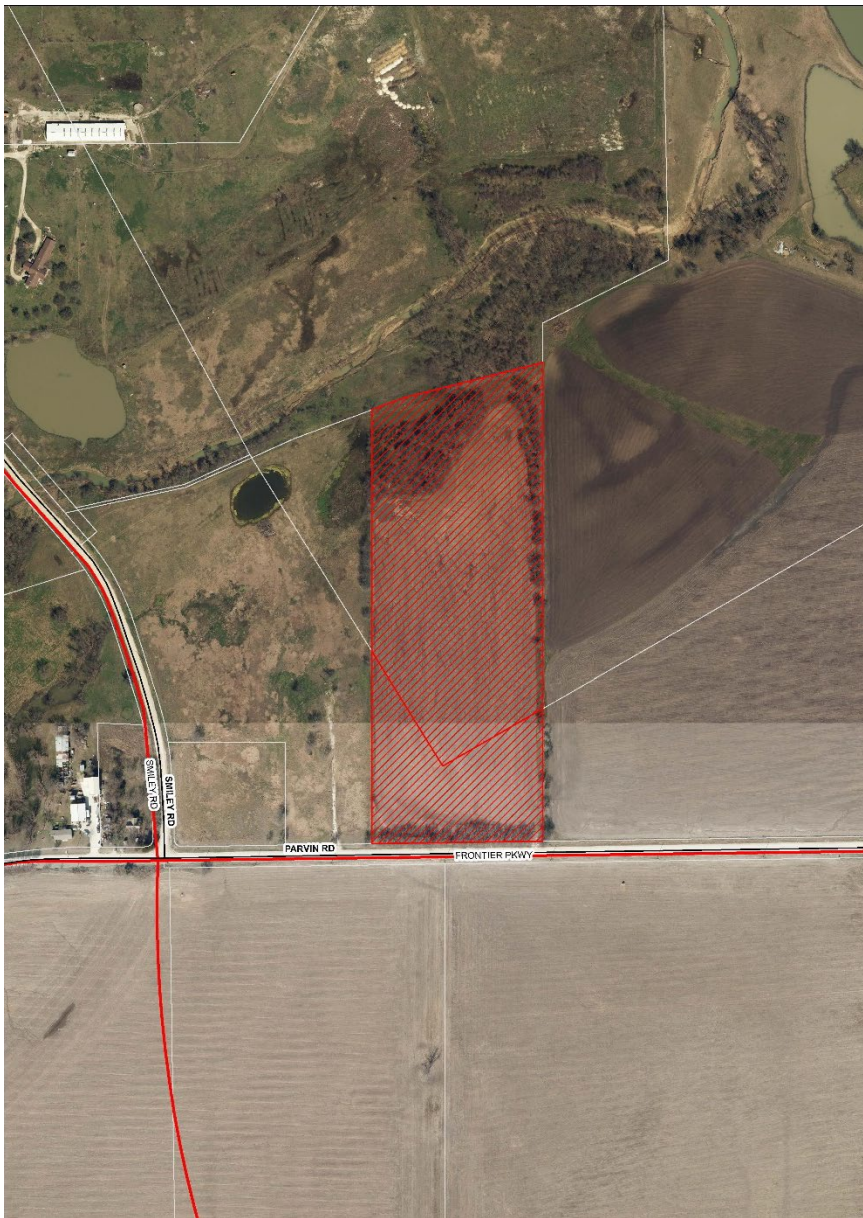
October 13, 2020

Attachment: Staff Presentation (Frontier Mini Storage – Annexation)



Location Map

The subject property is generally located north of Frontier Parkway (Parvin Road today) and east of Smiley Road



Background

- In August 2020, the City approved a Development Agreement that outlined the property's future annexation and zoning
- The subject property is approximately 15 acres and located in the Extraterritorial Jurisdiction (ETJ)
- The applicant's request is to zone the property to "Commercial, Office, & Retail" District (C), with an additional use of mini-warehouse/self-storage, per the DA

Policy Considerations

- The development is annexing 15 acres into the City with “C” base zoning entitlements
- The proposed zoning is appropriate for the location and is in conformance with the governing DA
- The annexation & zoning requests will be considered concurrently by City Council this evening

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its September 15th regular meeting
- Staff recommends approval of both the Annexation & Zoning as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
FRONTIER MINI STORAGE C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 15 ACRES OF LAND, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED NORTH OF FRONTIER PARKWAY (PARVIN ROAD TODAY) AND APPROXIMATELY 600 FEET EAST OF SMILEY ROAD AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 13th day of October, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 2nd day of October, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 13th day of October, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Frontier Mini Storage – Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Legal Description

Being a tract of land situated in the J. McKim Survey, Abstract No. 889, and the C. Copenhagen Survey, Abstract No. 253, Denton County, Texas, same being that tract of land conveyed to Bruce Mungiguerra and wife, Eleonore Mungiguerra, by deed recorded in Volume 981, Page 231, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner, said corner being the Southeast corner of that tract of land conveyed to Grayson 164 Partners, LP, a Texas limited partnership, by deed recorded in

Document No. 2016-28645, Official Public Records, Denton County, Texas, and being along the North line of Parvin Road (public right-of-way);

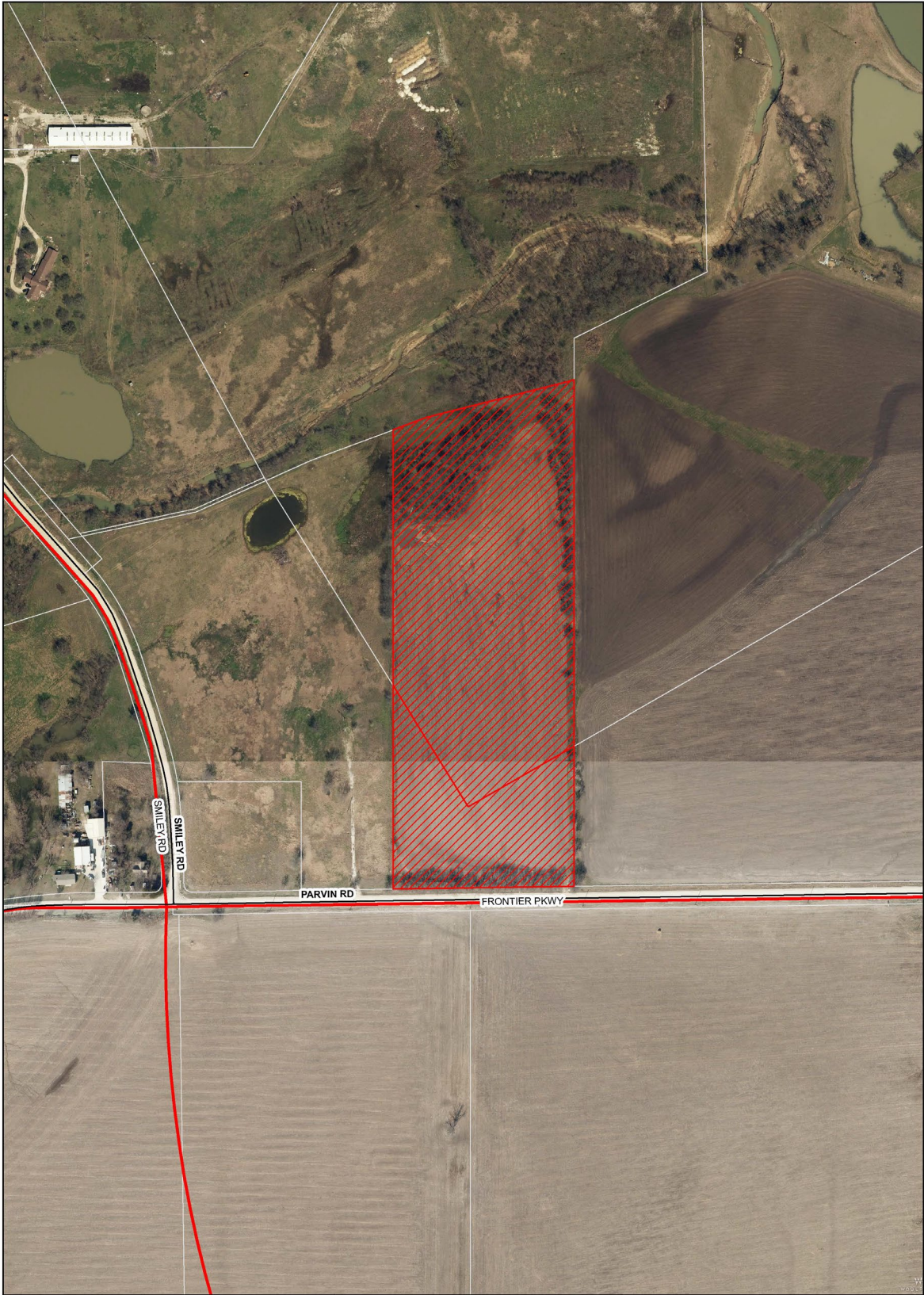
THENCE North 00 degrees 30 minutes 34 seconds West, along the East line of said Grayson tract, passing at a distance of 698.22 feet to a 1/2 inch iron rod found for reference, said rod being the Northeast corner of said Grayson tract (Tract 1), and being the Southeast corner of said Grayson tract (Tract 2), continuing along said East line, passing at a distance of 546.41 feet to a 1/2 Inch iron rod found for reference, continuing along said East line, a total distance of 1255.38 feet to a post for corner, said corner being the Northeast corner of said Grayson tract (Tract 2), and being along the South line of that tract of land conveyed to Teel Lakes, LLC., a Texas limited liability company, by deed recorded in Instrument No. 2009-126512, Official Public Records, Denton County, Texas;

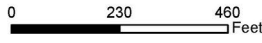
THENCE North 69 degrees 40 minutes 40 seconds East, along the South line of said Teel Lakes tract, a distance of 109.61 feet to a post for corner;

THENCE North 75 degrees 50 minutes 29 seconds East, along the South line of said Teel Lakes tract, a distance of 389.23 feet to a 1/2 inch iron rod found for corner, said corner being along the West line of that tract of land conveyed to Merritt/Thornton Management Company, by deed recorded in Volume 4428, Page 2026, Deed Records, Denton County, Texas;

THENCE South 00 degrees 35 minutes 26 seconds East along the West line of said Merritt/Thornton tract, a distance of 1156.16 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of said Merritt/Thornton tract, and being along the North line of said Parvin Road;

THENCE South 89 degrees 07 minutes 50 seconds West, along the North line of said Parvin Road, a distance of 493.74 feet to the POINT OF BEGINNING and containing 651,461 square feet or 14.96 acres of land.



	Frontier Mini Storage Location Map Date: 6/22/2020	Legend — Roads  Frontier Mini Storage  Parcels	 
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Attachment: Draft Ordinance (Frontier Mini Storage – Annexation)

Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Frontier Mini Storage - Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 15 acre tract of land to Commercial, Office, & Retail District (C), generally located north of Frontier Parkway (Parvin Road today) and approximately 600 feet east of Smiley Road. (Frontier Mini Storage – Zoning) (Mohan)

Applicant:

Collen Meyer
14673 Midway Rd., Suite 106
Addison, TX 75001

Background Information:

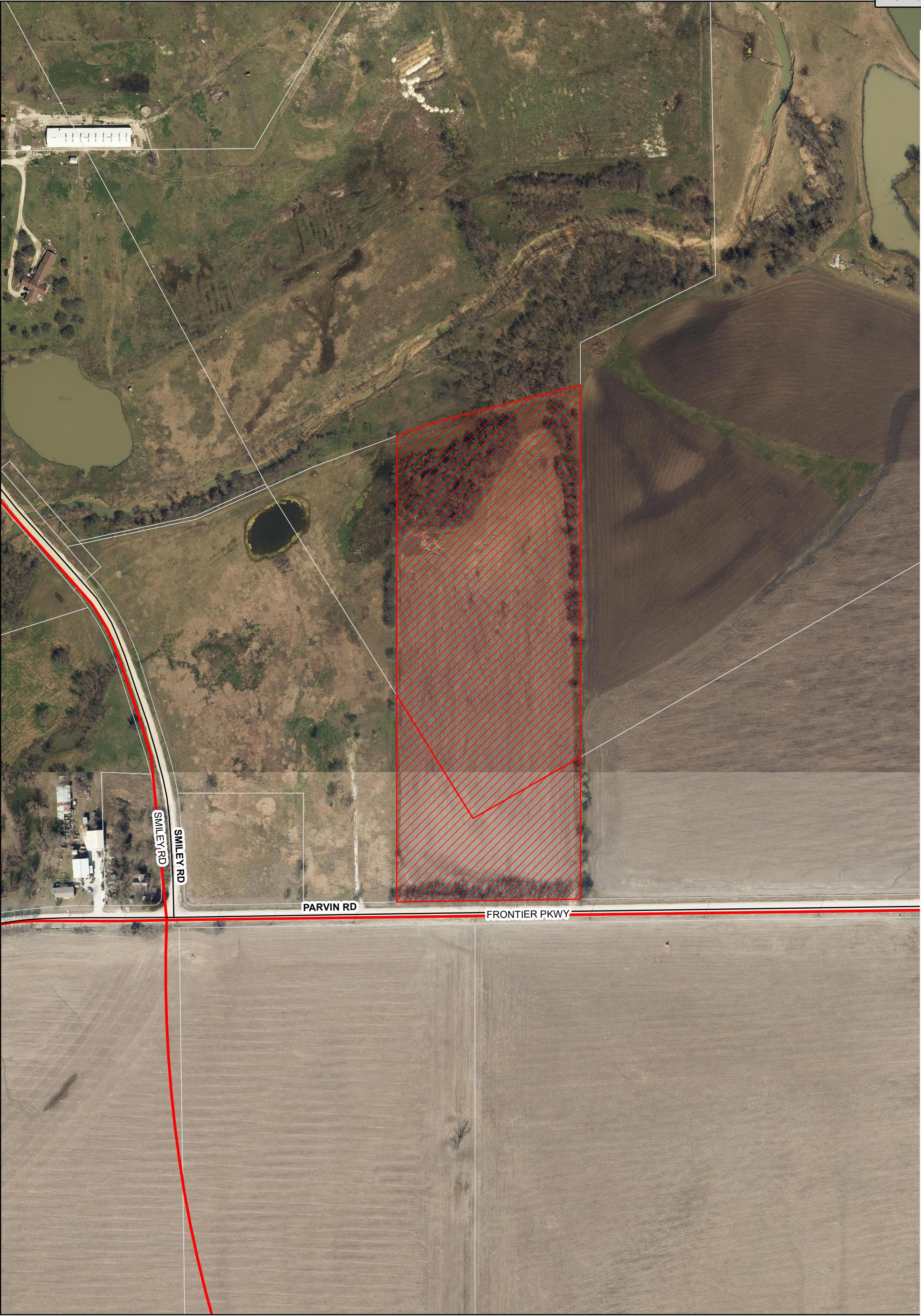
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

The staff recommends approval.



Attachment: Location Map (Frontier Mini Storage – Zoning)

CELINA
TEXAS
EST. 1876

Life Connected.

Frontier Mini Storage Location Map

Date: 6/22/2020

Legend

- Roads
- Frontier Mini Storage
- Parcels

0 230 460 Feet

Packet Pg. 608

CITY OF CELINA, TEXAS
ORDINANCE 2020-_____
FRONTIER MINI STORAGE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 15 ACRE TRACT OF LAND LOCATED IN THE J. MCKIM SURVEY, ABSTRACT NUMBER 889 AND THE C. COPENHAVER SURVEY, ABSTRACT NUMBER 253, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF FRONTIER PARKWAY AND APPROXIMATELY 600 FEET EAST OF SMILEY ROAD; AS DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” AND INCORPORATED HEREIN TO BE ZONED “COMMERCIAL, OFFICE, & RETAIL DISTRICT” (C) , WITH ASSOCIATED DEVELOPMENT STANDARDS (EXHIBIT “C”) PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in August 2020 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B” attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, Ordinance No. 2020-_____ **Frontier Mini Storage**

Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “Commercial, Office, & Retail” (C) (with associated development standards; Exhibit “C”) on a certain tract of land described in Exhibit “A” and depicted in Exhibit “B”

SECTION 4 **ZONING DESIGNATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit “A” and depicted in Exhibit “B” attached hereto and incorporated herein as “Commercial, Office, & Retail” (C) (with associated development standards; Exhibit “C”).

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property described in Exhibit “A” and depicted in Exhibit “B” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two

Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8

CUMULATIVE REPEALER CLAUSE

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

SECTION 9

SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10

SEVERABILITY

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

SECTION 11

PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12

ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of October, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Frontier Mini Storage – Zoning)

**Exhibit A
Legal Description**

Being a tract of land situated in the J. McKim Survey, Abstract No. 889, and the C. Copenhaver Survey, Abstract No. 253, Denton County, Texas, same being that tract of land conveyed to Bruce Mungiguerra and wife, Eleonore Mungiguerra, by deed recorded in Volume 981, Page 231, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner, said corner being the Southeast corner of that tract of land conveyed to Grayson 164 Partners, LP, a Texas limited partnership, by deed recorded in

Document No. 2016-28645, Official Public Records, Denton County, Texas, and being along the North line of Parvin Road (public right-of-way);

THENCE North 00 degrees 30 minutes 34 seconds West, along the East line of said Grayson tract, passing at a distance of 698.22 feet to a 1/2 inch iron rod found for reference, said rod being the Northeast corner of said Grayson tract (Tract 1), and being the Southeast corner of said Grayson tract (Tract 2), continuing along said East line, passing at a distance of 546.41 feet to a 1/2 Inch iron rod found for reference, continuing along said East line, a total distance of 1255.38 feet to a post for corner, said corner being the Northeast corner of said Grayson tract (Tract 2), and being along the South line of that tract of land conveyed to Teel Lakes, LLC., a Texas limited liability company, by deed recorded in Instrument No. 2009-126512, Official Public Records, Denton County, Texas;

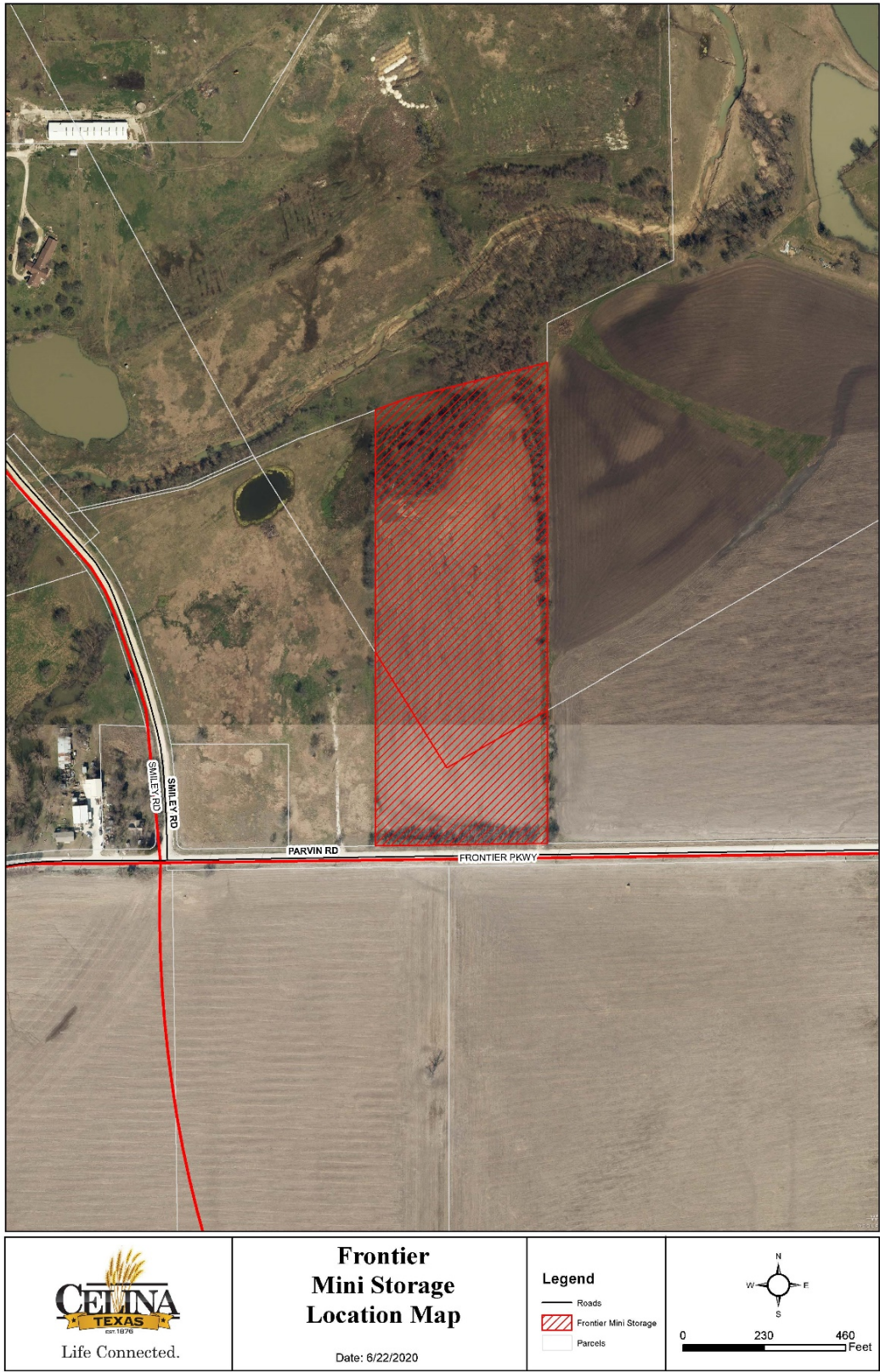
THENCE North 69 degrees 40 minutes 40 seconds East, along the South line of said Teel Lakes tract, a distance of 109.61 feet to a post for corner;

THENCE North 75 degrees 50 minutes 29 seconds East, along the South line of said Teel Lakes tract, a distance of 389.23 feet to a 1/2 inch iron rod found for corner, said corner being along the West line of that tract of land conveyed to Merritt/Thornton Management Company, by deed recorded in Volume 4428, Page 2026, Deed Records, Denton County, Texas;

THENCE South 00 degrees 35 minutes 26 seconds East along the West line of said Merritt/Thornton tract, a distance of 1156.16 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of said Merritt/Thornton tract, and being along the North line of said Parvin Road;

THENCE South 89 degrees 07 minutes 50 seconds West, along the North line of said Parvin Road, a distance of 493.74 feet to the POINT OF BEGINNING and containing 651,461 square feet or 14.96 acres of land.

Exhibit B
Property Exhibit



Attachment: Draft Ordinance (Frontier Mini Storage – Zoning)

Exhibit C Development Regulations

The Property shall be zoned Commercial, Office, & Retail District (“C”) per the City’s Code of Ordinances and shall be subject to, and in compliance with the City Regulations and uniform engineering design standards, as amended, except to the extent that the property shall develop generally in accordance with the following special ordinance provision:

1. Base zoning of Commercial, Office, & Retail District (“C”) with an allowed use of mini-warehouse/self-storage by right. The mini-storage shall abide by all applicable rules and regulations at time of development.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: eVantage Senior Living - SUP

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance for a Specific Use Permit (SUP) to allow for Senior Living on an approximately 16 acre tract of land, generally located west of Preston Road and approximately 400 feet south of John Campbell Trail. (eVantage Senior Living - SUP) (McAfee)

Applicant:

Brian Umberger
6750 Hillcrest Plaza Dr., Ste. 215
Dallas, TX 75230

Background Information:

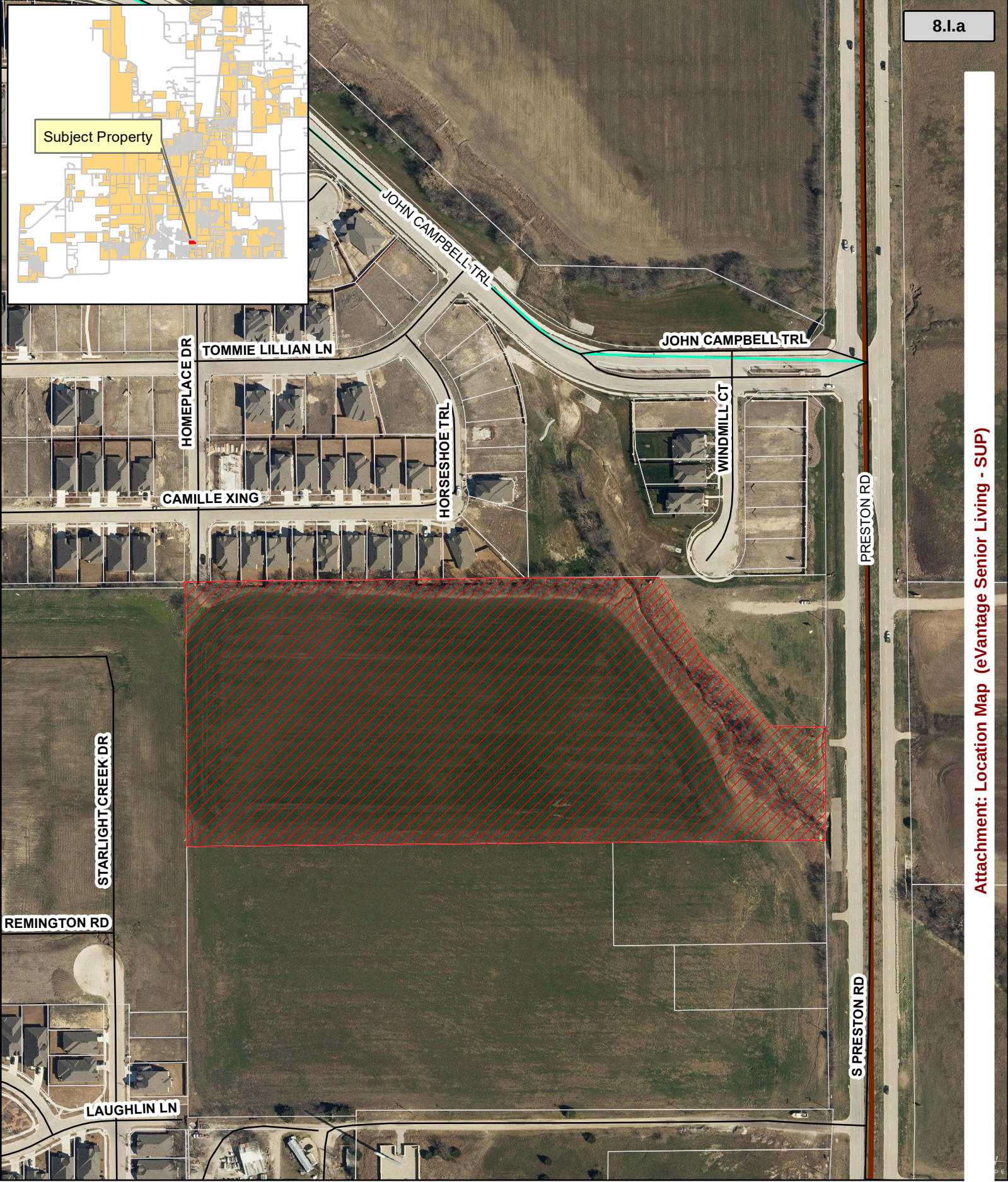
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

The staff recommends approval.



Attachment: Location Map (eVantage Senior Living - SUP)

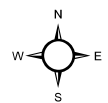


Location Map eVantage Senior & Assisted Living

Date: 9/3/2020

Legend

- Roads
-  Subject Property
-  Parcels



0

Packet Pg. 617

Feet

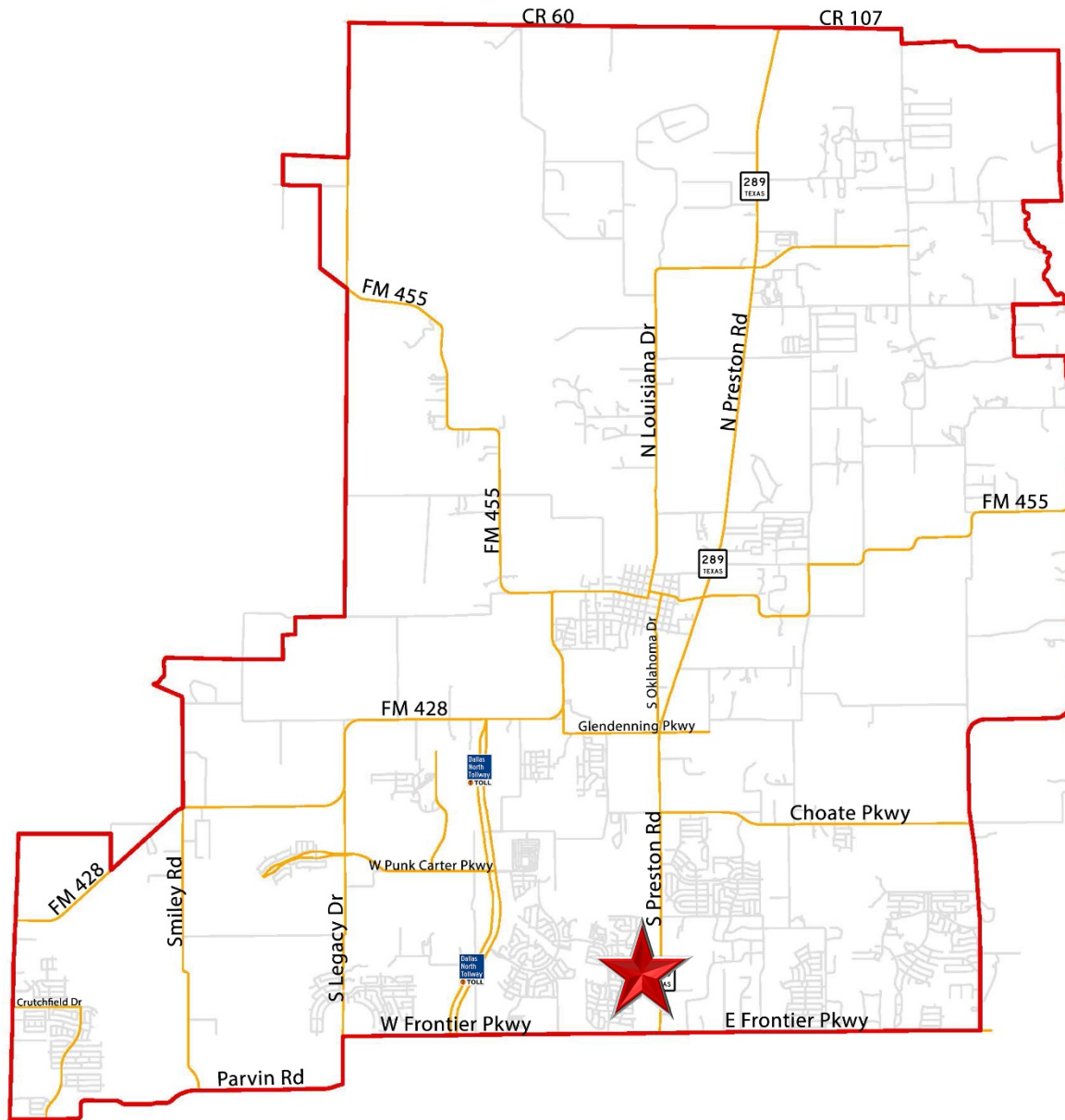
eVantage Senior Living

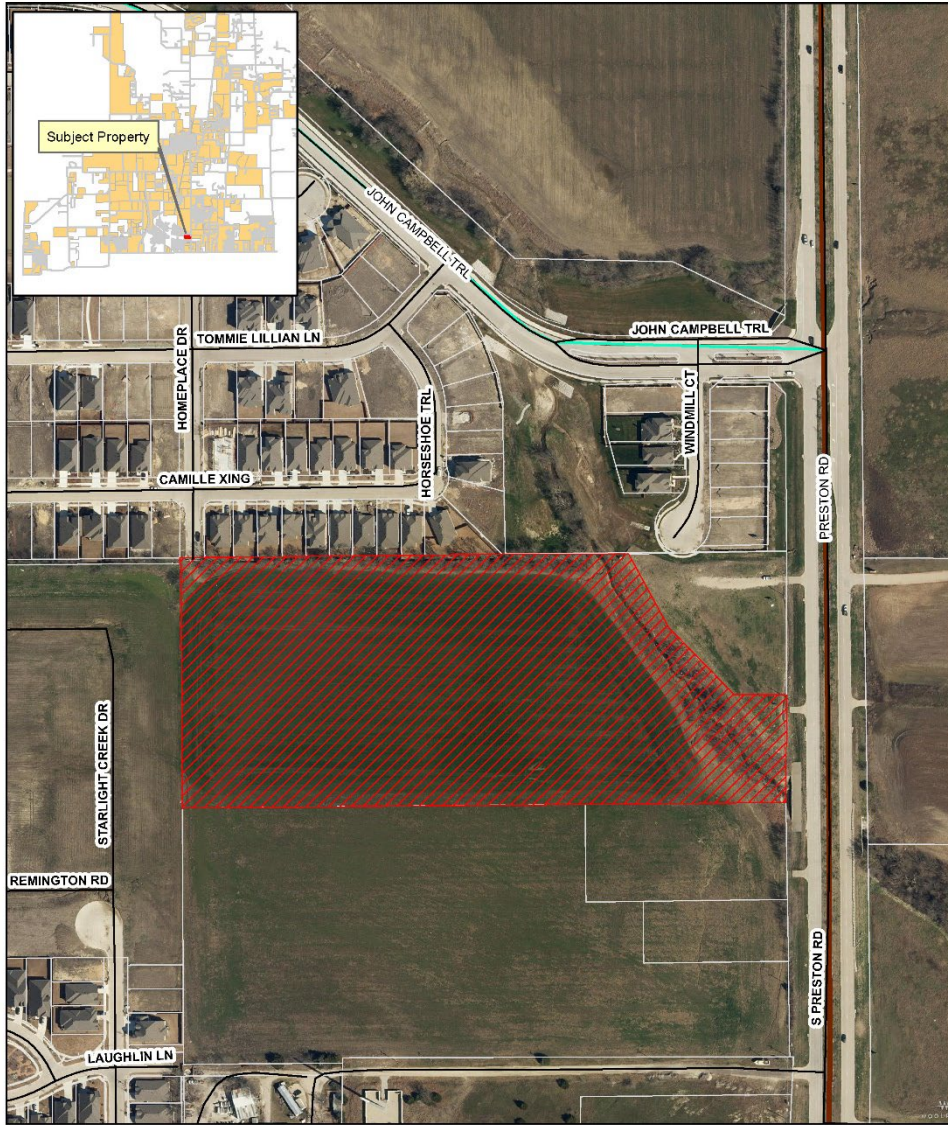
Specific Use Permit

City Council

October 13, 2020

Attachment: Staff Presentation (eVantage Senior Living - SUP)





Location Map

- The subject property is generally located west of Preston Road and south of John Campbell Trail
- This tract is immediately north of Celina 15 (Caliber Collision, Christian Brothers, etc.)

Attachment: Staff Presentation (eVantage Senior Living - SUP)

Background

- The subject property is approximately 16 acres
- The property is currently zoned C-2, Commercial with the Preston Road Overlay (PRO)
- The applicant desires to develop senior housing, including senior independent living, assisted living, and memory care, along with medical offices

Zoning Overview

- The Zoning Ordinance requires Senior Housing to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the base Commercial zoning district
- Senior Housing includes senior independent living, assisted living facilities, and advance care such as memory care

Attachment: Staff Presentation (eVantage Senior Living - SUP)

SUP Overview

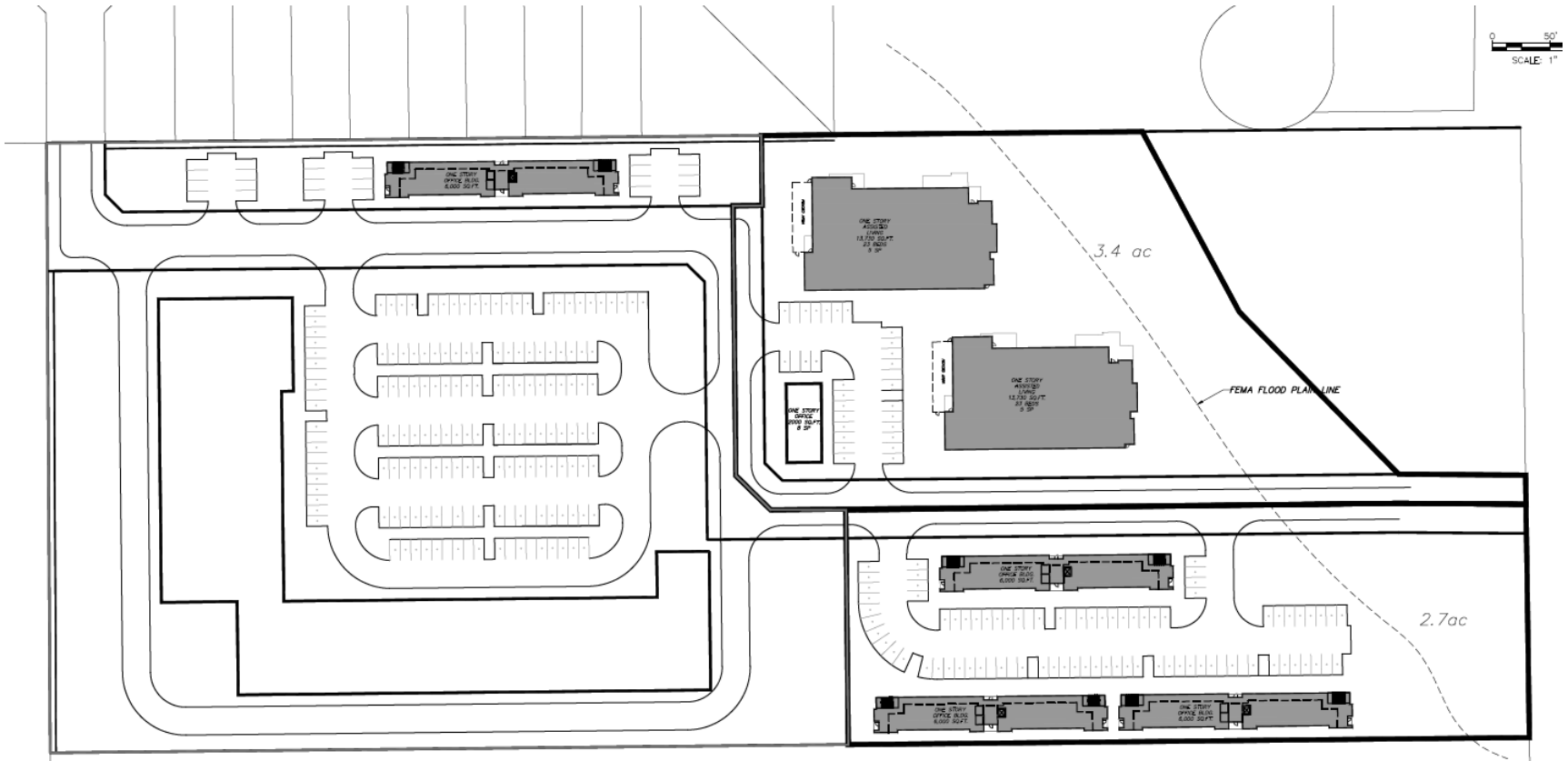
- An SUP is required of land uses that the Zoning Ordinance may allow, but uses that are also screened and specially approved for situational suitability
- The purpose of the SUP requirement is to determine the appropriateness of a proposal
- The City has broad discretionary approval of the requested SUP

Project Overview

- The senior housing project will include the following:
 - Senior Independent Living – 3 stories, 150 beds
 - Assisted Living – 1 story, 24 beds
 - Memory Care – 1 story, 24 beds
- 1 story medical offices are also proposed & allowed by the base zoning district
- An associated Development Agreement on tonight's agenda includes a sunset clause for the SUP if building permits are not obtained within 24 months (to prevent speculative zoning)

Attachment: Staff Presentation (eVantage Senior Living - SUP)

Concept Plan



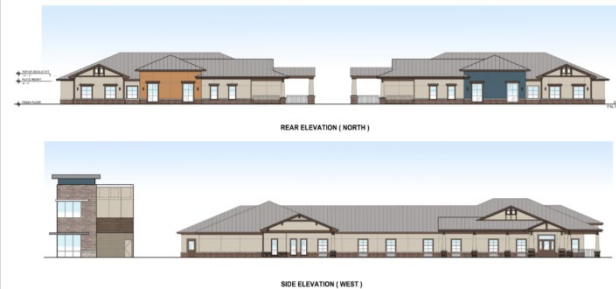
Attachment: Staff Presentation (eVantage Senior Living - SUP)

Conceptual Elevations

Independent Living



Assisted Living / Medical Offices



Policy Considerations

- The majority of the subject property is behind a creek, without reasonable retail potential, as no buildable frontage exists along Preston
- The senior housing uses are interior to the property, and not along the Preston Road frontage on retail real estate

Policy Considerations

- The project will generate property tax and includes medical office buildings
- The majority of the project is Independent Living (150 beds) in comparison to the 48 beds that might require more EMS service
- If building permits are not obtained soon, then the sunset clause in the DA will apply, invalidating the SUP

Attachment: Staff Presentation (eVantage Senior Living - SUP)

P&Z Public Hearing

- One resident asked general questions regarding the SUP and land uses surrounding the property.

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its September 15th regular meeting
- Staff recommends approval of the proposed SUP as presented

CITY OF CELINA, TEXAS
ORDINANCE 2020-_____
EVANTAGE SENIOR AND ASSISTED LIVING SPECIFIC USE PERMIT (SUP)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 16 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY #14, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF PRESTON ROAD AND APPROXIMATELY 400 FEET SOUTH OF JOHN CAMPBELL TRAIL, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B”, ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED AS “C-2/SUP”, GENERAL COMMERCIAL ZONING DISTRICT WITH A SPECIFIC USE PERMIT PROVIDING FOR SENIOR HOUSING TYPES (ASSISTED LIVING, MEMORY CARE, AND INDEPENDENT LIVING FACILITIES); PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, a Specific Use permit for a Senior Housing project (Assisted Living, Memory Care, and Independent Living Facilities) has been requested for the property located at approximately west of Preston Road and approximately 400 feet south of John Campbell Trail, Celina, Texas; and

WHEREAS, the establishment of a Specific Use permit has been requested for the property more specifically described in Exhibit “A” attached hereto and incorporated herein for all purposes; and

WHEREAS, the property has been depicted in detail in Exhibit “B” attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested

Specific Use permit accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the Specific Use permit should be granted.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare for its residents.

SECTION 3 **SPECIFIC USE PERMIT**

A Specific Use permit is hereby granted to authorize a Senior Housing project (Assisted Living, Memory Care, and Independent Living Facilities) for the property located at approximately west of Preston Road and approximately 400 feet south of John Campbell Trail. Such use shall be consistent and in compliance with the underlying base zoning district. Development of the property shall be subject to the City Regulations and the adopted engineering design standards, as amended, except to the extent that the Development Standards, attached as "Exhibit D" and incorporate and herein for all purposes, may vary from those, then the Development Standards included herein shall control.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning located approximately west of Preston Road and approximately 400 feet south of John Campbell Trail, Celina, Texas, as C-2/SUP, General Commercial Zoning District with a Specific Use Permit for a Senior Housing project (Assisted Living, Memory Care, and Independent Living Facilities).

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property located approximately 750 feet west of Preston Road and approximately 2,250 feet north of Frontier Parkway, Celina, Texas, shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina, as amended.

SECTION 7

PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation is continued shall be deemed to constitute a separate offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8

CUMULATIVE REPEALER CLAUSE

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

SECTION 9

SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10

SEVERABILITY

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

SECTION 11

PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12

ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of October, 2020.

 Sean Terry, Mayor
 City of Celina, Texas

ATTEST:

 Vicki Tarrant, City Secretary
 City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

 City Attorney
 City of Celina, Texas

Attachment: Draft Ordinance (eVantage Senior Living - SUP)

EXHIBIT A
Legal Description

BEING a 15.211 acre tract of land situated in the Collin County School Land #14 Survey, Abstract Number 167, being that same tract of land described to Marianne S. Waggoner IRA & Larry S. Waggoner IRA #2 & J Altus Inc Profit Sharing Trust & Metroplex Properties LLC, recorded in Document Number 20160114000047420, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows: (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD 83) (US Foot) with a combined scale factor of 1.000152710);

COMMENCING at a 1/2 inch rebar found for the southeast corner of a tract of land described to John Feizy, recorded in Document Number 19930714000567270, Deed Records, Collin County, Texas, also lying on the west right of way line of State Highway 289 (Preston Road) (Variable Width Right of Way), also being the northeast corner of a tract of land described to Ray Hallford, recorded in Volume 2978, Page 32, Deed Records, Collin County, Texas and being the beginning of a curve to the left having a central angle of 00 degrees 16 minutes 17 seconds, a radius of 11459.20 feet, and a chord bearing North 01 degrees, 01 minutes 30 seconds West, 54.29 feet;

THENCE with the west right of way line of said State Highway 289, with an arc length of 54.29 feet to a point;

THENCE North 00 degrees 51 minutes 34 seconds West, continuing along the west line of State Highway 289, a distance of 468.80 feet to a 1/2 inch rebar set with a cap stamped "ASC" for the northeast corner of said Feizy tract, same being the southeast corner of the subject property, and also being THE POINT OF BEGINNING;

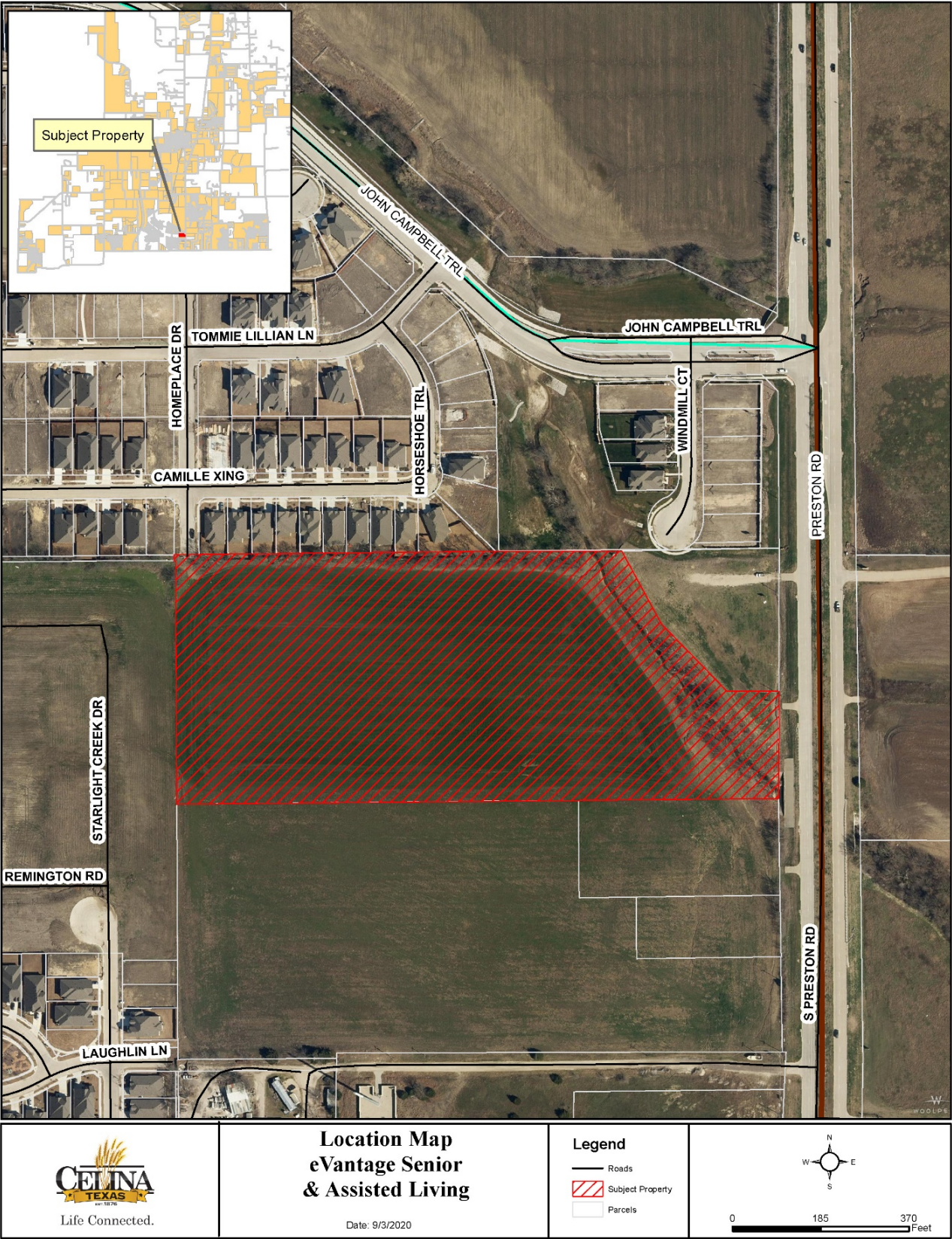
THENCE South 89 degrees 24 minutes 26 seconds West departing the west right of way line of State Highway 289, with the north line of said Feizy tract, a distance of 1268.85 feet to a point for the northwest corner of said Feizy tract, also being on the east line of a tract of land described to LFC Land Company, recorded in Document Number 20121113001449460, Deed Records, Collin County, Texas, from which a 1/2 inch rebar bears South 76 degrees 40 minutes 17 seconds East, a distance of 0.52 feet;

THENCE North 00 degrees 20 minutes 36 seconds West with the east line of said LFC Land Company tract, a distance of 523.04 feet to a 5/8 inch rebar found with a cap stamped "Peloton" for the north east corner of said LFC Land Company tract and also being the northwest corner of said subject tract and lying on the south line of The Homestead at Ownsby Farms, Phase 1, an addition to the City of Celina, recorded in Document Number 20180420010001740, Plat Records, Collin County, Texas;

THENCE North 89 degrees 24 minutes 04 seconds East with the south line of said Ownsby Farms Phase 1, a distance of 1264.45 feet to a point for the northeast corner of the subject property, also being the southeast corner of said Ownsby Farms Phase 1, and lying on the west right of way line of said State Highway 289;

THENCE South 00 degrees 49 minutes 31 seconds East with the west right of way line of said State Highway 289, a distance of 523.17 feet to THE POINT OF BEGINNING and containing 662,588 square feet or 15.211 acres of land, more or less.

EXHIBIT B
Zoning Exhibit



Attachment: Draft Ordinance (eVantage Senior Living - SUP)

EXHIBIT C
Concept Plan

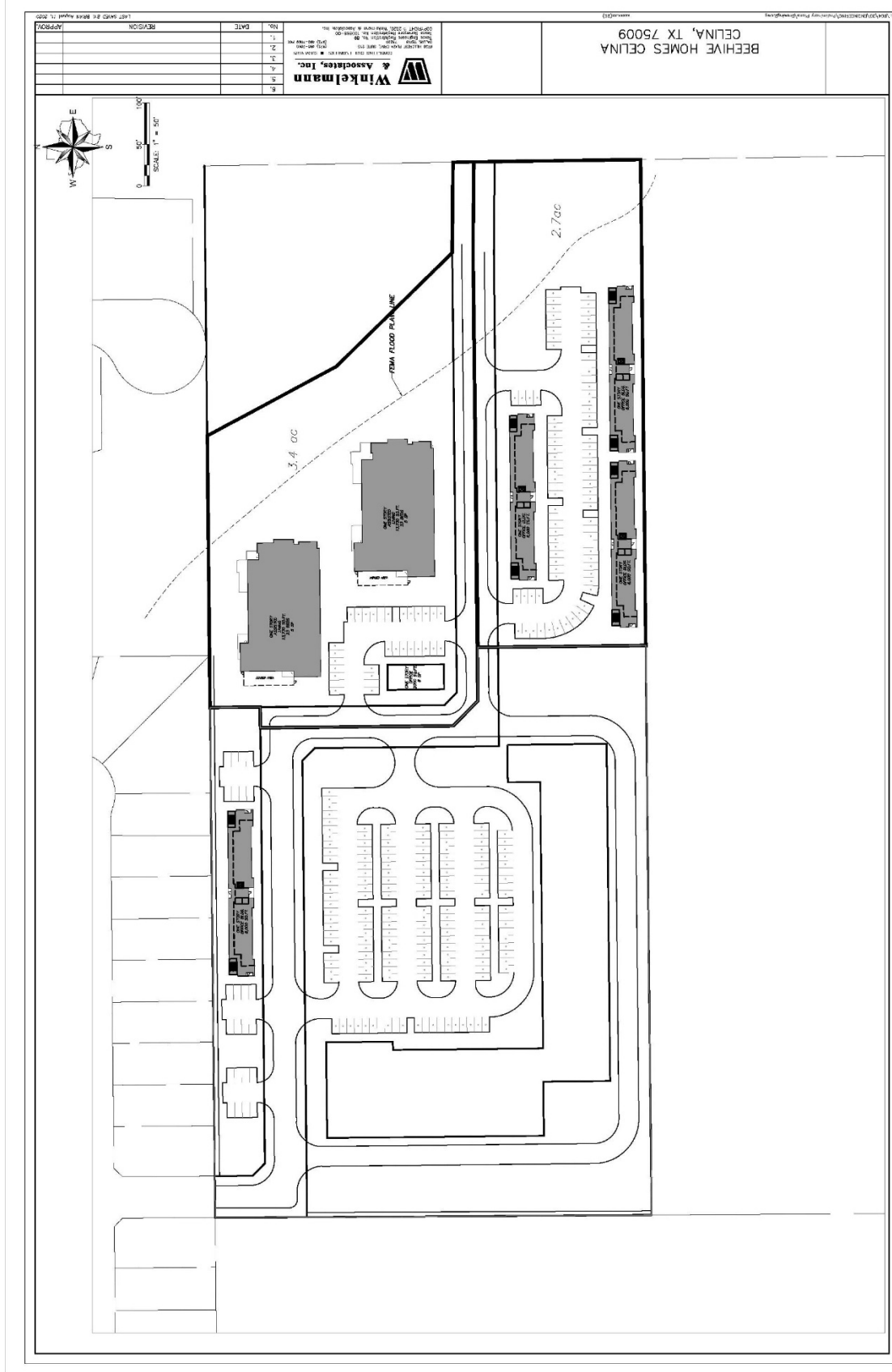


EXHIBIT D
Development Standards

1. The attached Concept Plan is for illustrative purposes and must meet all City regulations at time of permitting. The approximate square footages and bed count may be modified at time of permitting.
2. The following uses and regulations shall be permitted through the approval of a Specific Use:
 - Assisted Living – 1 single story building of about 14000 sq. ft. (24 Beds)
 - Memory Care – 1 single story building of about 14000 sq. ft. (24 Beds)
 - Senior Independent Living – 3 storied single buildings with a total of 186,000 sq. ft. (150 Beds)
3. Parking ratios:
 - Assisted Living – 1 per 4 Beds
 - Memory Care – 1 per 4 Beds
 - Senior Independent Living – 1 per room



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Raha Pouladi, Senior Planner
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Northside at Rollertown - PID Creation

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City of Celina, Texas authorizing and creating the Northside at Rollertown Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. (Northside at Rollertown - PID Creation) (Pouladi)

Background Information:

The resolution is attached.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Staff Presentation
- Resolution

Staff Recommendation:

Staff recommends approval.

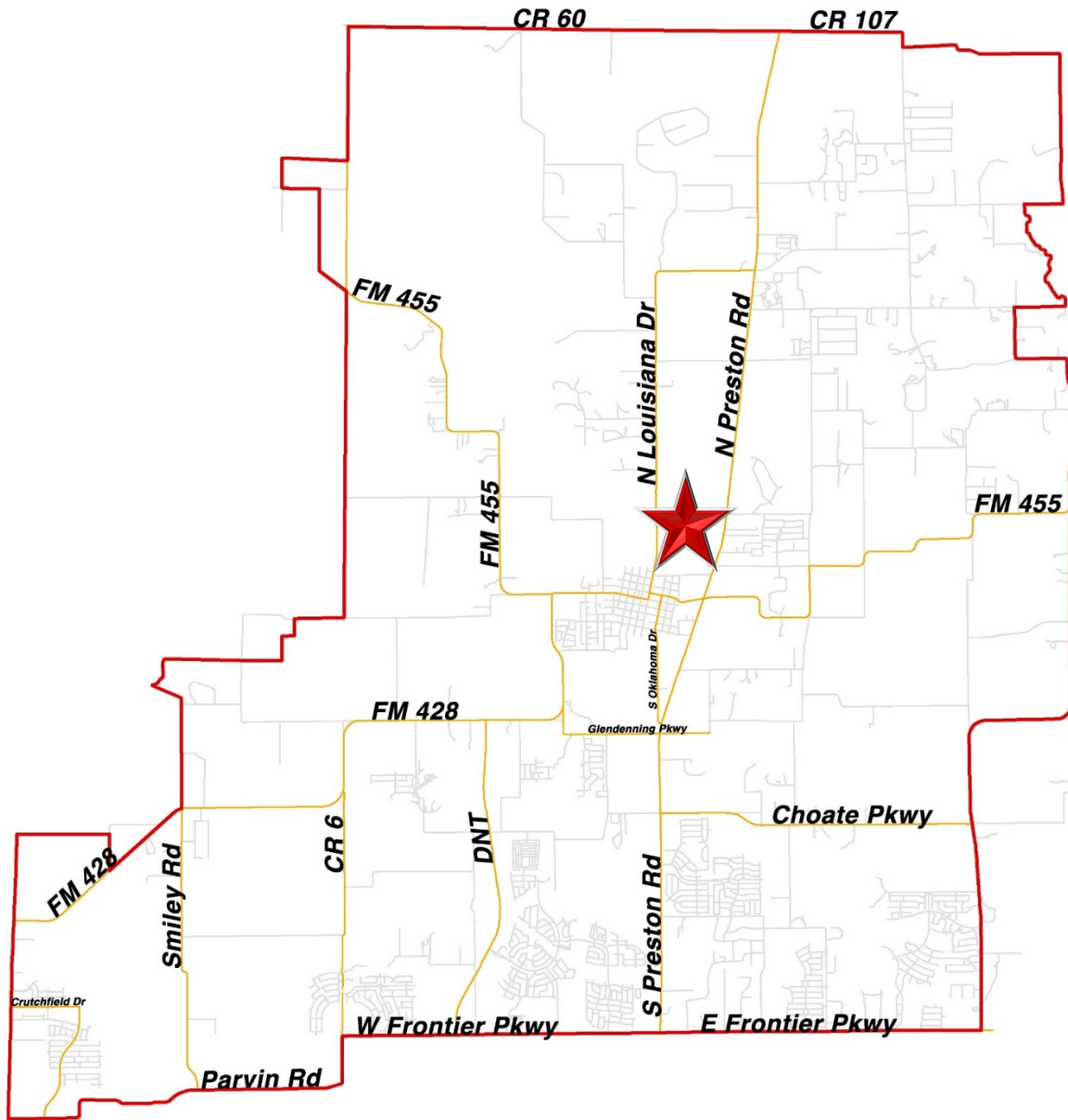
Northside at Rollertown

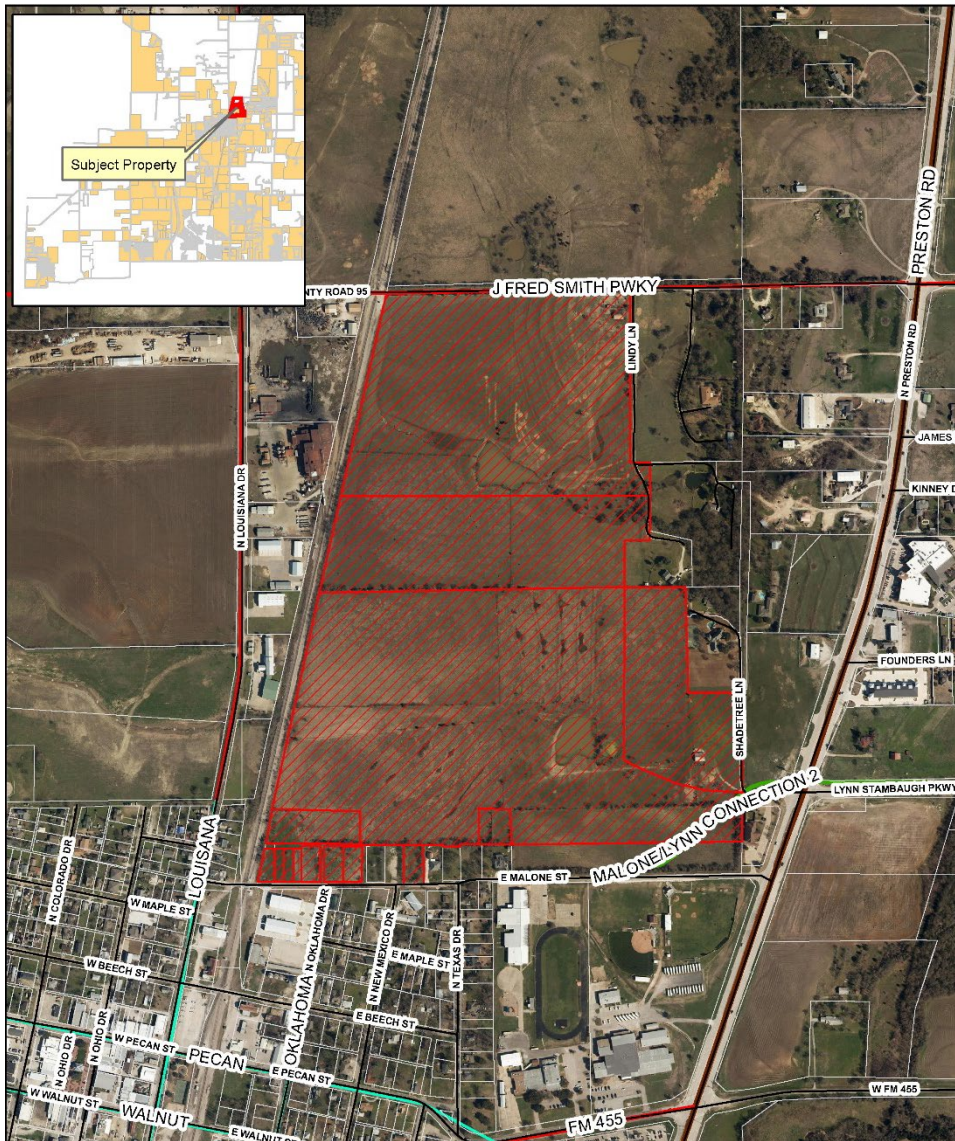
PID Creation

City Council

October 13, 2020

Attachment: Staff Presentation (Northside at Rollertown - PID Creation)





Location Map

The subject property is generally located north of downtown

Background

- The Development Agreement (DA) for the subject property was approved by Council in 2019
- The DA allowed for a PID due to the extensive “pioneering” infrastructure associated with the project
- The associated Planned Development was approved in July 2020

PID Overview

- The PID will consist of approximately 131 acre with extensive infrastructure needed to serve the project
- Maximum funding of \$17.5M in Authorize Improvements costs

PID Timeline

- ~~September 8, 2020 – PID Petition Resolution~~
- October 13, 2020 – PID Creation Resolution
- Later Date – Pre-SAP Resolution
- Later Date – SAP/Levy Ordinance

Recommendation

- Staff recommends approval per the governing Development Agreement

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING
AND CREATING THE NORTHSIDE PUBLIC IMPROVEMENT
DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS
LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED
MATTERS; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Celina, Texas (the “*City*”), is authorized under Chapter 372 of the Texas Local Government Code (the “*Act*”), to create a public improvement district within the corporate limits of the City; and

WHEREAS, on June 26, 2020, RCI-Celina 115, LLC, a Texas limited liability company, (the “*Petitioner*”) submitted and filed with the City Secretary of the City a petition (the “*Petition*”) requesting the establishment of a public improvement district for property within the corporate limits of the City; and

WHEREAS, the Petition requested the creation of the Northside Public Improvement District (the “*District*”), which District is located within the corporate limits of the City and more particularly described by metes and bounds in Exhibit A (the “*Property*”) attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the “*City Council*”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Celina Record*, newspaper of general circulation in the City, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, opened a public hearing on the advisability of the improvements on October 13, 2020; and

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on October 13, 2020, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which Authorized Improvements will include, but not be limited to: (i) water and wastewater system improvements, drainage improvements, roadway improvements, right-of-way acquisition, park and open space improvements, and other improvement projects; (ii) payment of expenses incurred in the establishment, administration and operation of the District; and, (iii) payment of expenses associated with financing such public improvement projects, which may include, but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (the “Authorized Improvements”). These Authorized Improvements promote the interests of the City and confer a special benefit upon the Property.
- (c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs.** The estimated total costs to design, acquire, and construct the Authorized Improvements, including payment of expenses to finance such public improvement projects such as eligible legal and financial fees and expenses incurred in the establishment, administration and operation of the District, is \$17,500,000 which costs shall be paid by assessments levied on the Property within the District. The City will not be obligated to provide any funds to finance the Authorized Improvements, other

than from assessments levied on the Property and possible tax increment reinvestment zone revenue. No municipal property in the District shall be assessed. The developer of the Property (the “*Developer*”) may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

- (d) **Boundaries of the District.** The District is proposed to include approximately 130.809 acres of land generally located in the area encompassed directly south of CR 95, directly north of E. Malone Street, to the west of Preston Road, and to the east of BNSF Railroad, and as more properly described in the metes and bounds described in Exhibit A attached hereto.
- (e) **Proposed Method of Assessment.** The City shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest, may be paid in full at any time, and certain assessments may be paid in annual installments, with interest. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).
- (f) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Northside Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the *Celina Record*, a newspaper of general circulation in the City. Effective upon the publication of such notice, the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED on the 13th day of October, 2020.

ATTEST:

SEAN TERRY, MAYOR

VICKI TARRANT, CITY SECRETARY

Attachment: Resolution (Northside at Rollertown - PID Creation)

EXHIBIT A
Metes and Bounds Description of the Property
(approximately 130.809 acres)

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 170, Collin County, Texas, Collin County, Texas, and being all of a called 114.889 acre tract of land described in a Special Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332040 of the Official Public Records of Collin County, Texas, being all of a called 11.202 acre tract of land described in a Special Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332150 of the Official Public Records of Collin County, Texas, being all of a called 2.932 acre tract of land described in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332120 of the Official Public Records of Collin County, Texas, being all of a called 0.479 acre tract of land described in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332180 of the Official Public Records of Collin County, Texas, and also being all of a called 0.868 acre tract of land described as Tract 1 and all of a called 0.438 acre tract of land described as Tract 2 in a General Warranty Deed with Vendor's Lien to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332190 of the Official Public Records of Collin County, Texas, and also being all of Lots 1 through 5, Block 1, Lots 1 and 2, Block 2, and Lot 1, Block 4 of Malone Addition, an unrecorded plat, and being more particularly described as follows:

BEGINNING at the southeast corner of said 114.889 acre tract on the northerly right-of-way line of Malone Street, a variable width right-of-way, no record found;

THENCE South 88°50'41" West, along the southerly line of said 114.889 acre tract and the northerly right-of-way line of said Malone Street, a distance of 1212.59 feet to the southerly southwest corner of said 114.889 acre tract;

THENCE departing the northerly right-of-way line of said Malone Street and continuing along the southerly line of said 114.889 acre tract, the following:

North 2°00'20" West, a distance of 155.16 feet to an ell corner of said 114.889 acre tract;

North 89°57'33" West, a distance of 457.72 feet to the northeast corner of said 0.479 acre tract;

THENCE South 1°11'25" West, departing the southerly line of said 114.889 acre tract and along the easterly line of said 0.479 acre tract, a distance of 208.88 feet to the southeast corner of said 0.479 acre tract, being on the northerly right-of-way line of said Malone Street;

THENCE North 89°56'31" West, along the southerly line of said 0.479 acre tract and the northerly right-of-way line of said Malone Street, a distance of 100.00 feet to the southwest corner of said 0.479 acre tract;

THENCE North 1°11'25" East, departing the northerly right-of-way line of said Malone Street and along the westerly line of said 0.479 acre tract, a distance of 208.85 feet to the northwest corner of said 0.479 acre tract, being on the southerly line of said 114.889 acre tract;

THENCE North 89°57'33" West, along the southerly line of said 114.889 acre tract, a distance of 234.93 feet to the northeast corner of said Tract 1;

THENCE South 1°15'19" West, departing the southerly line of said 114.889 acre tract and along the easterly line of said Tract 1, a distance of 187.69 feet to the southeast corner of said Tract 1, being on the northerly right-of-way line of said Malone Street;

THENCE North 89°29'53" West, along the southerly line of said Tract 1 and the northerly right-of-way line of said Malone Street, a distance of 200.00 feet to the southwest corner of said Tract 1, being on the easterly right-of-way line of a 20 foot wide alley;

THENCE North 1°15'01" East, departing the northerly right-of-way line of said Malone Street, along the westerly line of said Tract 1 and the easterly right-of-way line of said 20 foot wide alley, a distance of 190.37 feet to the northwest corner of said Tract 1, common to the east end of the northerly terminus of said 20 foot wide alley, being on southerly line of aforesaid 2.932 acre tract;

THENCE North 88°42'26" West, along the northerly terminus of said 20 foot wide alley and the southerly line of said 2.932 acre tract, a distance of 20.00 feet to the west end of said terminus, common to the northeast corner of aforesaid Tract 2;

THENCE South 1°15'01" West, departing the southerly line of said 2.932 acre tract, along the easterly line of said Tract 2 and the westerly right-of-way line of said 20 foot wide alley, a distance of 190.64 feet to the southeast corner of said Tract 2, being on the northerly right-of-way line of said Malone Street;

THENCE North 89°29'53" West, departing the westerly right-of-way line of said 20 foot wide alley, along the southerly line of said Tract 2 and the northerly right-of-way line of said Malone Street, a distance of 99.86 feet to the southwest corner of said Tract 2, being on the easterly line of said 2.932 acre tract;

THENCE South 1°16'58" West, continuing along the northerly right-of-way line of said Malone Street and along the easterly line of said 2.932 acre tract, a distance of 17.01 feet to the southerly southeast corner of said 2.932 acre tract;

THENCE North 88°45'14" West, continuing along the northerly right-of-way line of said Malone Street and along the southerly line of said 2.932 acre tract, a distance of 230.05 feet to the southwest corner of said 2.932 acre tract, being on the easterly right-of-way line of the St. Louis and San Francisco Railroad, a 100 foot wide right-of-way;

THENCE North 12°26'44" East, departing the northerly right-of-way line of said Malone Street, along the westerly line of said 2.932 acre tract and the easterly right-of-way line of said St. Louis and San Francisco Railroad, a distance of 387.82 feet to the northwest corner of said 2.932 acre tract, common to the northerly southwest corner of said 114.889 acre tract;

THENCE North 12°26'19" East, along the westerly line of aforesaid 114.889 acre tract and continuing along the easterly right-of-way line of said St. Louis and San Francisco Railroad, a distance of 2792.89 feet to the northwest corner of said 114.889 acre tract;

THENCE North 88°55'09" East, departing the easterly right-of-way line of said St. Louis and San Francisco Railroad and along the northerly line of said 114.889 acre tract, a distance of 1315.73 feet to the northeast corner of said 114.889 acre tract;

THENCE along the easterly line of said 114.889 acre tract, the following:

South 0°14'01" East, a distance of 915.38 feet to a point for corner;

North 89°52'46" East, a distance of 70.06 feet to a point for corner;

South 0°21'08" East, a distance of 416.20 feet to a point for corner;

South 89°36'42" West, a distance of 133.06 feet to a point for corner;

South 0°18'12" East, a distance of 245.29 feet to the northwest corner of aforesaid 11.202 acre tract;

THENCE North 89°21'01" East, departing the easterly line of said 114.889 acre tract and along the northerly line of said 11.202 acre tract, a distance of 321.10 feet to the northeast corner of said 11.202 acre tract;

THENCE along the easterly line of said 11.202 acre tract and the easterly line of said 114.889 acre tract, the following:

South 1°16'12" East, a distance of 530.89 feet to a point for corner;

North 88°43'48" East, a distance of 269.14 feet to a point for corner;

South 2°04'32" East, a distance of 564.22 feet to a point for corner;

South 0°24'08" West, a distance of 402.60 feet to the **POINT OF BEGINNING** and containing 130.809 acres (5,698,027 square feet) of land, more or less.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Raha Pouladi, Senior Planner
 CC: Jason Laumer, City Manager
 Date: October 13, 2020
 Re: Wells North NIA #4- PID Levy

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Wells North Public Improvement District Amended and Restated Service and Assessment Plan – Updated for Neighborhood Improvement Area #4, including the Neighborhood Improvement Area #4 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #4 of the Wells North Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Neighborhood Improvement Area #4 assessed property in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Wells North NIA #4- PID Levy) (Pouladi)

Background Information:

The ordinance is attached.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Staff Presentation
- Ordinance

Staff Recommendation:

The staff recommends approval.

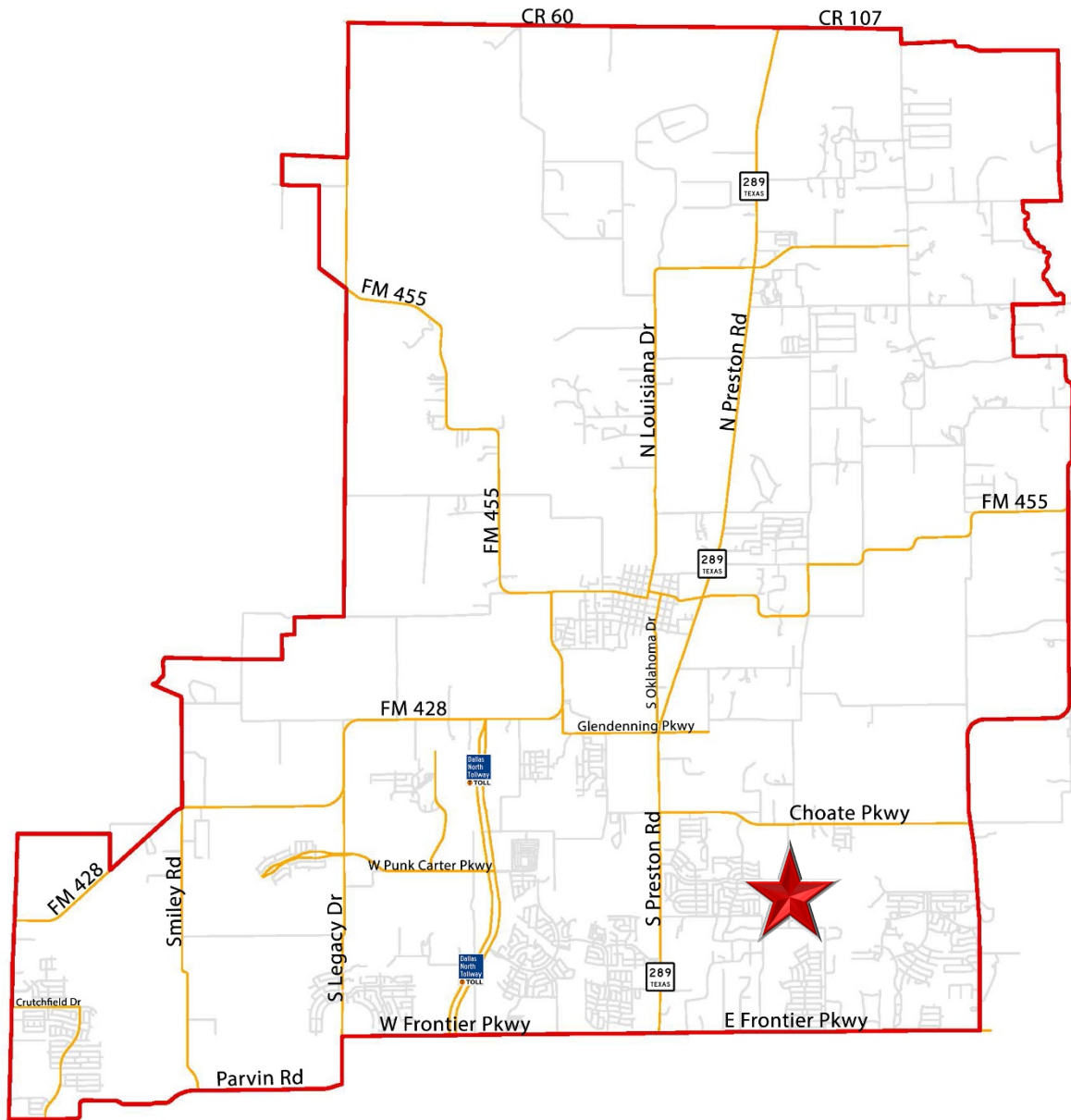
Wells North NIA #4

PID Assessment Levy - Public Hearing

City Council

October 13, 2020

Attachment: Staff Presentation (Wells North NIA #4- PID Levy)



Phasing Exhibit



NIA#4

PID Overview

- 152 lots
- Estimated Improvement cost: \$3.2M
- Estimated PID assessment amount: \$2.8M

PID Assessment

Assessment per Unit	
70' Lot	\$22,870
60' Lot	\$20,271
50' Lot	\$17,023

PID Timeline

- ~~January 12, 2016 – PID Petition Acceptance~~
- ~~February 9, 2016 – PID Creation Resolution~~
- ~~September 08, 2020 – Pre-SAP Resolution~~
- October 13, 2020 – SAP/Levy Ordinance

Recommendation

- Staff recommends approval as presented

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL FOR THE WELLS NORTH PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #4 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #4 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 18, 2015, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the extraterritorial jurisdiction of the City; and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Collin Central Appraisal District, and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on February 9, 2016, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2016-12R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Wells North Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, the City has issued \$3,235,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area

Attachment: Ordinance (Wells North NIA #4- PID Levy)

Project) (the "Major Improvement Area Bonds") that are secured by special assessments levied on the Major Improvement Area Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the City has issued \$6,425,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) (the "Neighborhood Improvement Area #1 Bonds") that are secured by special assessments levied on the Neighborhood Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the City has issued \$1,900,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) (the "Neighborhood Improvement Area #2 Bonds") that are secured by special assessments levied on the Neighborhood Improvement Area #2 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, on September 8, 2020, the City Council adopted a resolution approving a preliminary amended and restated service and assessment plan update, including a proposed assessment roll for Neighborhood Improvement Area #4 of the District; calling for a public hearing to consider an ordinance levying assessments on property within Neighborhood Improvement Area #4 of the District (the "Neighborhood Improvement Area #4 Assessments"); authorizing and directing the City Secretary of the City to file the proposed assessment roll for Neighborhood Improvement Area #4 of the District and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Neighborhood Improvement Area #4 Assessments against the property within the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on September 9, 2020 the City Secretary filed the Neighborhood Improvement Area #4 Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on September ____, 2020 in *The Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Neighborhood Improvement Area #4 Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on October 13, 2020, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Neighborhood Improvement Area #4 Assessment Roll, and the proposed Neighborhood Improvement Area #4 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood

Improvement Area #4 Assessments, the allocation of the Actual Costs of the Authorized Improvements to be undertaken for the benefit of the Neighborhood Improvement Area #4 Assessed Property (as defined in the Service and Assessment Plan) (the "Neighborhood Improvement Area #4 Improvements"), the purposes of the Neighborhood Improvement Area #4 Assessments, the special benefits of the Neighborhood Improvement Area #4 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Neighborhood Improvement Area #4 Assessments; and

WHEREAS, the City Council finds and determines that the Neighborhood Improvement Area #4 Assessment Roll and the Wells North Public Improvement District Amended and Restated Service and Assessment Plan, dated April 1, 2016, as updated for Neighborhood Improvement Area #2 on December 10, 2019, Neighborhood Improvement Area #3 on May 12, 2020, and Neighborhood Improvement Area #4 on October 13, 2020, in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Manager and the City's land use attorney (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Neighborhood Improvement Area #4 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix E (the "Neighborhood Improvement Area #4 Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Neighborhood Improvement Area #4 Improvements (as described in the Service and Assessment Plan), the Neighborhood Improvement Area #4 Assessment Roll, or the levy of the Neighborhood Improvement Area #4 Assessments against the Neighborhood Improvement Area #4 Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Neighborhood Improvement Area #4 of the District, who are the persons to be assessed pursuant to this Ordinance, have previously indicated their approval and acceptance of the Service and Assessment Plan, approval of the Neighborhood Improvement Area #4 Assessment Roll, approval of this Ordinance, and approval of the levy of the Neighborhood Improvement Area #4 Assessments against their property located within Neighborhood Improvement Area #4 of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Neighborhood Improvement Area #4 Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel within the Neighborhood Improvement Area #4 Assessed Property will receive from the construction of the Neighborhood Improvement Area #4 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Neighborhood Improvement Area #4 Improvements and has been reviewed and updated annually, including the updated Service and Assessment Plan attached hereto as **Exhibit A**;

(c) The Service and Assessment Plan apportions the Actual Costs of the Neighborhood Improvement Area #4 Improvements to be assessed against the Neighborhood Improvement Area #4 Assessed Property as Neighborhood Improvement Area #4 Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Neighborhood Improvement Area #4 Improvements;

(d) All of the real property in Neighborhood Improvement Area #4 of the District which is being assessed in the amounts shown in the Neighborhood Improvement Area #4 Assessment Roll will be benefited by the Neighborhood Improvement Area #4 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Neighborhood Improvement Area #4 Assessed Property will receive special benefits in each year equal to or greater than each annual Neighborhood Improvement Area #4 Assessment against such property and will receive special benefits during the term of the Neighborhood Improvement Area #4 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Neighborhood Improvement Area #4 Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Neighborhood Improvement Area #4 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Neighborhood Improvement Area #4 Assessment Roll should be approved as the Neighborhood Improvement Area #4 Assessment Roll for the Neighborhood Improvement Area #4 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Neighborhood Improvement Area #4 Assessments, interest on Annual Installments, interest and penalties on delinquent Neighborhood Improvement Area #4 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Neighborhood Improvement Area #4 Assessments should be approved and will expedite collection of the Neighborhood Improvement Area #4 Assessments in a timely manner in order to provide the services and improvements needed and required for Neighborhood Improvement Area #4 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Neighborhood Improvement Area #4 Assessment Roll.

The Neighborhood Improvement Area #4 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Neighborhood Improvement Area #4 Assessment Roll of the District.

Section 5. Levy and Payment of Neighborhood Improvement Area #4 Assessments for Actual Costs of the Neighborhood Improvement Area #4 Improvements.

(a) The City Council hereby levies an assessment on each parcel of Neighborhood Improvement Area #4 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Neighborhood Improvement Area #4 Assessment Roll, in the respective amounts shown on the Neighborhood Improvement Area #4 Assessment Roll, as a special assessment on the properties set forth in the Neighborhood Improvement Area #4 Assessment Roll.

(b) The levy of the Neighborhood Improvement Area #4 Assessments shall be effective on the date of execution of this Ordinance levying Neighborhood Improvement Area #4 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Neighborhood Improvement Area #4 Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Neighborhood Improvement Area #4 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Neighborhood Improvement Area #4 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for Neighborhood Improvement Area #4 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Neighborhood Improvement Area #4 Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Neighborhood Improvement Area #4 Assessments.

Delinquent Neighborhood Improvement Area #4 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Neighborhood Improvement Area #4 Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Neighborhood Improvement Area #4 Assessed Property subject to a Neighborhood Improvement Area #4 Assessment may prepay the Neighborhood Improvement Area #4 Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Neighborhood Improvement Area #4 Assessed Property, including without limitation such Landowners' obligations related to payment of the Neighborhood Improvement Area #4 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Neighborhood Improvement Area #4

Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Neighborhood Improvement Area #4 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Neighborhood Improvement Area #4 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Neighborhood Improvement Area #4 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Neighborhood Improvement Area #4 Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Neighborhood Improvement Area #4 Assessments by the City.

Section 12. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Neighborhood Improvement Area #4 Assessment Roll, to be recorded in the real property records of Collin County. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council.

Section 13. Severability.

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

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Neighborhood Improvement Area #4 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

PASSED AND ADOPTED, this the 13th day of October, 2020.

CITY OF CELINA, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Sean Terry and Vicki Tarrant, Mayor and Secretary, respectively, of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Attachment: Ordinance (Wells North NIA #4- PID Levy)

EXHIBIT A

Service and Assessment Plan

WELLS NORTH PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

April 1, 2016

As updated for Neighborhood Improvement Area #2 on
December 10, 2019 and Neighborhood Improvement Area
#3 on May 12, 2020, and updated for NIA #4 October 13,
2020

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Ordinance (Wells North NIA #4- PID Levy)

WELLS NORTH PUBLIC IMPROVEMENT DISTRICT

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On February 9, 2016, (the “Creation Date”), the City Council (the "City Council") of the City of Celina, Texas (the "City") approved Resolution No. 2016-12R, which authorized the creation of the Wells North Public Improvement District (the “PID”) to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is located within the corporate limits of the City.

Chapter 372 of the Texas Local Government Code (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this “SAP”) was prepared pursuant to the PID Act. The PID Act requires that a service plan “cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements.” The PID Act also requires a service plan “be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan for the PID is described in more detail in Section V herein.

The Assessment Rolls for the PID are attached hereto as Appendix A, Appendix B, Appendix C, Appendix D, and Appendix E, and are addressed in Section VII of this SAP. The Special Assessments as shown on the Assessment Rolls are based on the method for establishing and levying the Special Assessments described in Sections IV and VI of this SAP.

B. Definitions

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

“**Actual Cost(s)**” means, with respect to a Public Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred in preparing the construction plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes related to such Public Improvement (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of such Public Improvement, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and (g) all payments for Administrative Expenses.

“Additional Interest Component” mean the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% additional interest rate charged on the Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

“Additional Interest Reserve” has the meaning set forth in Section IV.M of this SAP.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the record of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar’s and trustee’s fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) administering the construction of the Public Improvements.

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

“Annual Installment” means, with respect to the Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Rolls attached hereto as Appendix A, Appendix B, Appendix C, Appendix D, or Appendix E, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this SAP, (ii) Administrative Expenses, and (iii) as applicable, (a) the portion of the interest on the Special Assessment designated for the Prepayment Reserve described in Section IV of this SAP, (b) the portion of the interest on the Special Assessment designated for the Delinquency Reserve described in Section IV of this SAP, and/or, (c) the Additional Interest Component of the Special Assessments designated for the Additional Interest Reserve described in Section IV of this SAP.

“Annual Service Plan Update” has the meaning set forth in Section V of this SAP.

“Assessed Property” or **“Assessed Properties”** means property on which Special Assessments have been levied as shown on the Assessment Rolls attached hereto as Appendix A, Appendix B, Appendix C, Appendix D, or Appendix E, as applicable (as each may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

“Assessment Ordinance” means each ordinance adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately as applicable, the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, the Neighborhood Improvement Area #3 Assessment Roll, and the Neighborhood Improvement Area #4 Assessment Roll included in this SAP as Appendix A, Appendix B, Appendix C, Appendix D, and Appendix E, respectively, as each may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act including those listed in Section III.A of this SAP.

“City” means the City of Celina, Texas.

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

“Commercial Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the initial Neighborhood Improvement Area #1 and Major Improvement Area Assessment Rolls and approval of this SAP for the future development of commercial uses such as, but not limited to, office buildings, retail shopping centers, and multi-family residential projects.

“County” means Collin County, Texas.

“Delinquency Reserve” has the meaning set forth in Section IV.L of this SAP.

“Delinquent Collection Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent Special Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means, collectively, the Master Developer, the Neighborhood Improvement Area #2 Developer, the Neighborhood Improvement Area #3 Developer, and the Neighborhood Improvement Area #4 Developer, including its successors and assigns.

“Development Agreement” means that certain "Amended and Restated Development Agreement (Wells North)" by and between the City and Celina Development North, LLC a Texas limited liability company, and related to the Property effective November 10, 2015, as amended on March 29, 2016, and as amended on May 8, 2018 as the same may be amended from time to time.

“Future Neighborhood Improvement Areas” means those Neighborhood Improvement Areas to be defined and developed after Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, and Neighborhood Improvement Area #4, and within the boundaries of the PID but which are not subject to development at this time.

“Future Neighborhood Improvement Area Bonds” means bonds issued to fund Future Neighborhood Improvement Area Improvements (or a portion thereof) in a Future Neighborhood Improvement Area that are secured by Special Assessments levied on Assessed Property within such Future Neighborhood Improvement Area. In connection with Future Neighborhood Improvement Area Bonds, Special Assessments related to such Future Neighborhood Improvement Area Bonds will be levied only on property located within the applicable Future Neighborhood Improvement Area to finance Public Improvements which will only benefit such Future Neighborhood Improvement Area.

“Future Neighborhood Improvement Area Improvements” means those Public Improvements which will confer a special benefit on the related Future Neighborhood Improvement Area.

“Indenture” means an indenture of trust, trust agreement, ordinance or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of PID Bonds, as modified, amended, and/or supplemented from time to time.

“Lot” means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, or other uses), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots based on the front footage of the Lot, as determined by the Administrator and confirmed by the City Council.

“Major Improvements” means the Public Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Major Improvement Area” or **“MIA”** means the property within the PID not within Neighborhood Improvement Area #1, as generally shown on Table II-B and as specifically described in Appendix F and as depicted in Appendix H.

“Major Improvement Area Assessed Property” means, for any year, all Parcels within the Major Improvement Area other than Non-Benefited Property and listed in the Major Improvement Area Assessment Roll against which Special Assessments relating to the Major Improvement Area Projects are levied.

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

“Major Improvement Area Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area Project) that are secured by Special Assessments levied on Major Improvement Area Assessed Property.

“Major Improvement Area Projects” means the Major Improvement Area's proportionate share of the Major Improvements.

“Master Developer” means Celina Development North, LLC, a Texas limited liability company, including its successors and assigns.

“Neighborhood Improvement Area” or **“NIA”** means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within a Neighborhood Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds for the Public Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

“Neighborhood Improvement Area #1” means the property within the PID as depicted on the map on Table II.B consisting of approximately 91.35 acres within the PID and as specifically described in Appendix F and as depicted in Appendix H.

“Neighborhood Improvement Area #1 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #1 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #1 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #1 Improvements are levied.

“Neighborhood Improvement Area #1 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #1 included in this SAP as Appendix B, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #1 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

“Neighborhood Improvement Area #1 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in Section III.C; and, that are to be financed with Neighborhood Improvement Area #1 Bonds.

“Neighborhood Improvement Area #1 Projects” means the Neighborhood Improvement Area #1 Improvements and the portion of the Major Improvements described in Section III.B allocable to Neighborhood Improvement Area #1.

“Neighborhood Improvement Area #2” means the property within the PID as depicted on the map on Table II.B consisting of approximately 33.6 acres within the PID and as specifically described in Appendix F and as depicted in Appendix H.

“Neighborhood Improvement Area #2 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #2 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #2 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #2 Improvements are levied.

“Neighborhood Improvement Area #2 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #2 included in this SAP as Appendix C, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #2 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Property.

“Neighborhood Improvement Area #2 Developer” means Bluewood Phase 2A, LLC, a Texas limited liability company, including its successors and assigns.

“Neighborhood Improvement Area #2 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #2 and are described in Section III.D; and, were financed with Neighborhood Improvement Area #2 Bonds and funds contributed by the Neighborhood Improvement Area #2 Developer.

“Neighborhood Improvement Area #3” means the property within the PID as depicted on the map on Table II.B consisting of approximately 13.420 acres within the PID and as specifically described in Appendix F and as depicted in Appendix H.

“Neighborhood Improvement Area #3 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #3 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #3 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #3 Improvements are levied.

“Neighborhood Improvement Area #3 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #3 included in this SAP as Appendix D, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #3 Developer” means Bluewood Phase 3, LLC, a Texas limited liability company, including its successors and assigns.

“Neighborhood Improvement Area #3 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #3 and are described in Section III.E; and, that were financed with funds contributed by the Neighborhood Improvement Area #3 Developer under the PID Reimbursement Agreement and for which the Neighborhood Improvement Area #4 Developer will be reimbursed, in part, with proceeds from the Neighborhood Improvement Areas #3-4 Bonds

“Neighborhood Improvement Area #4” means the property within the PID as depicted on the map on Table II.B consisting of approximately 30.794 acres within the PID and as specifically described in Appendix F and as depicted in Appendix H .

“Neighborhood Improvement Area #4 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #4 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #4 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #4 Improvements are levied.

“Neighborhood Improvement Area #4 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #4 included in this SAP as Appendix E, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #4 Developer” means Bluewood Phase 4, LLC, a Texas limited liability company, including its successors and assigns.

“Neighborhood Improvement Area #4 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #4 and are described in Section III.F; and, that are to be financed with funds contributed by the Neighborhood Improvement Area #3 Developer under the PID Reimbursement Agreement and for which the Neighborhood Improvement Area #4 Developer will be reimbursed, in part, with proceeds from the Neighborhood Improvement Areas #3-4 Bonds.

“Neighborhood Improvement Areas #3-4 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Projects) that are secured by actual revenues received by or on behalf of the City from the collection of Special Assessments levied against Neighborhood Improvement Area #3 Assessed Property and Neighborhood Improvement Area #4 Assessed Property, or the Annual Installments thereof, for the Neighborhood Improvement Area #3 Improvements and Neighborhood Improvement Area #4 Improvements.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Public Improvements as determined by City Council, which may include Public Property. Property identified as Non-Benefited Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to Section VI.E or Section VI.F, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in Section VI.G.

“Owner” means Celina Development North, LLC a Texas limited liability company.

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Special Assessment Allocation” means 1% of the total Special Assessment for a specific Parcel or Neighborhood Improvement Area that is allocated to cover the PID benefit received by the Owner’s Association from the Public Improvements benefitting the Owner’s Association Property.

“Owner’s 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 easement, to an owner’s association established for the benefit of a group of homeowner’s or property owner’s within the PID.

“Parcel” means a property identified by either a tax map identification number assigned by the Collin County Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID” means the Wells North Public Improvement District created by the City pursuant to Resolution No. 2016-12R approved February 9, 2016.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“PID Bonds” means the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, the Neighborhood Improvement Area #3-4 Bonds, and any Future Neighborhood Improvement Area Bonds which may be issued to finance Public Improvements in the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, or in the Future Neighborhood Improvement Areas.

“PID Reimbursement Agreement” means that certain PID Reimbursement Agreement – Wells North, dated March 29, 2016 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

“Prepayment Costs” mean interest and Administrative Expenses, to the extent not paid in an Annual Installment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment and the PID Bonds secured by such Assessment, each to the date of prepayment and to the extent each is allowable by law.

“Prepayment Reserve” has the meaning set forth in Section IV.K of this SAP.

“Property” means the approximately 244.136 acres of property depicted and described by metes and bounds on Exhibit A to Resolution No. 2016-12R as adopted by City Council on February 9, 2016 as depicted on the map on Table II.A and as specifically described in Appendix F and as depicted in Appendix H.

“Public Improvements” mean the Authorized Improvements designed, constructed, and installed in accordance with this SAP for which Special Assessments are levied against the Assessed Property that receives a special benefit from such improvement.

“Public Property” means real property, right-of-way and easements located within the boundaries of the PID owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, prescription, or by plat.

“Residential Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the initial Neighborhood Improvement Area #1 Assessment Roll and approval of this SAP for the future development of single family residential homes.

“Service and Assessment Plan” or **“SAP”** means this Amended and Restated Wells North Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council in the first Assessment Ordinance.

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

“Trustee” means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is comprised of the Property and is currently located within the corporate limits of the City. The PID contains approximately 244.136 acres planned for development to include a combination of residential and commercial development as well as the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

A map of the property within the PID is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in Appendix F.

Table II-A
Public Improvement District Boundaries



Attachment: Ordinance (Wells North NIA #4- PID Levy)

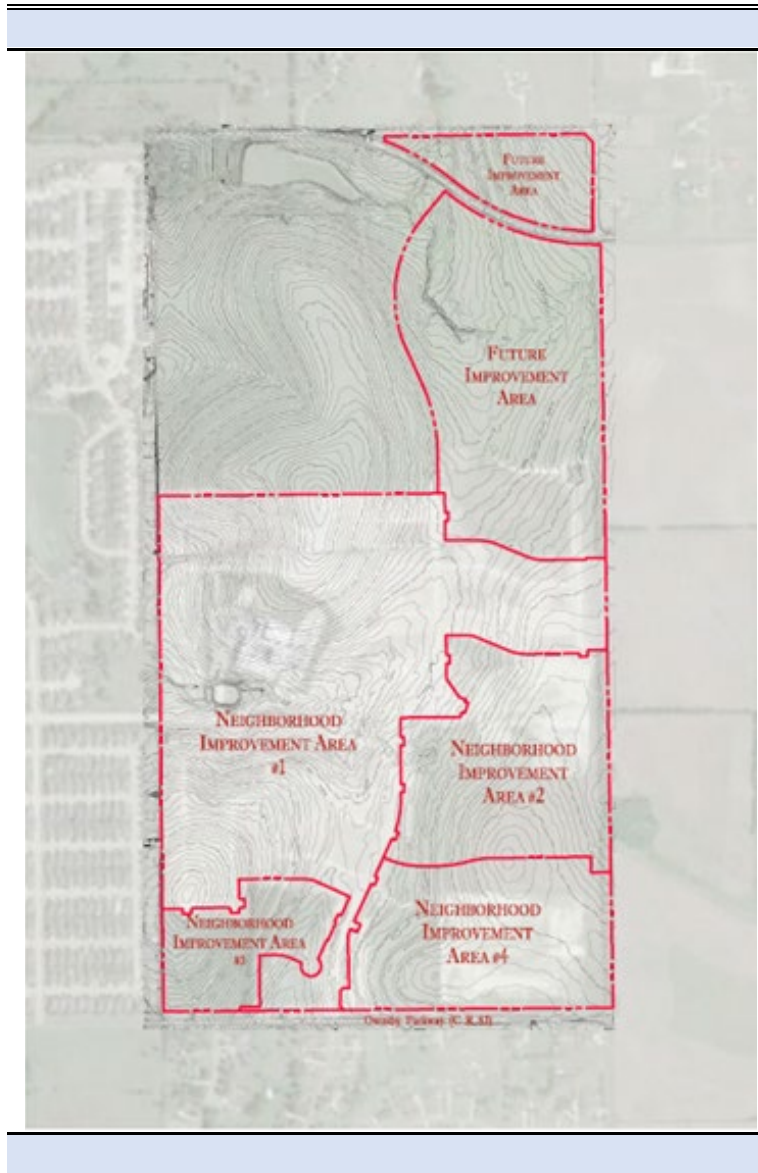
B. PROPERTY LOCATED IN THE MAJOR IMPROVEMENT AREA, NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, NEIGHBORHOOD IMPROVEMENT AREA #3, AND NEIGHBORHOOD IMPROVEMENT AREA #4

The Major Improvement Area consists of approximately 139.9 acres. Neighborhood Improvement Area #1 consists of approximately 91.35 acres consisting of 337 single family residential lots, developed in one phase and which are specially benefitted by the Public Improvements described in Section III.C. Neighborhood Improvement Area #2 consists of approximately 33.6 acres within the Major Improvement Area and projected to consist of 174 single family residential lots, to be developed in one phase and which will be specially benefitted by the Neighborhood Improvement Area #2 Improvements described in Section III.D. Neighborhood Improvement Area #3 consists of approximately 13.420 acres within the Major Improvement Area and projected to consist of 60 single family residential lots, to be developed in one phase and which will be specially benefitted by the Neighborhood Improvement Area #3 Improvements described in Section III.E. Neighborhood Improvement Area #4 consists of approximately 30.794 acres within the Major Improvement Area and projected to consist of 152 single family residential lots, to be developed in one phase and which will be specially benefitted by the Neighborhood Improvement Area #4 Improvements described in Section III.F.

A map of the property within the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, and Neighborhood Improvement Area #4 is shown in Table II-B on the following page. Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, and Neighborhood Improvement Area #4 are also located in the Major Improvement Area. Legal descriptions for all Parcels within the PID are included in Appendix F.

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Table II-B
Public Improvement District Boundaries



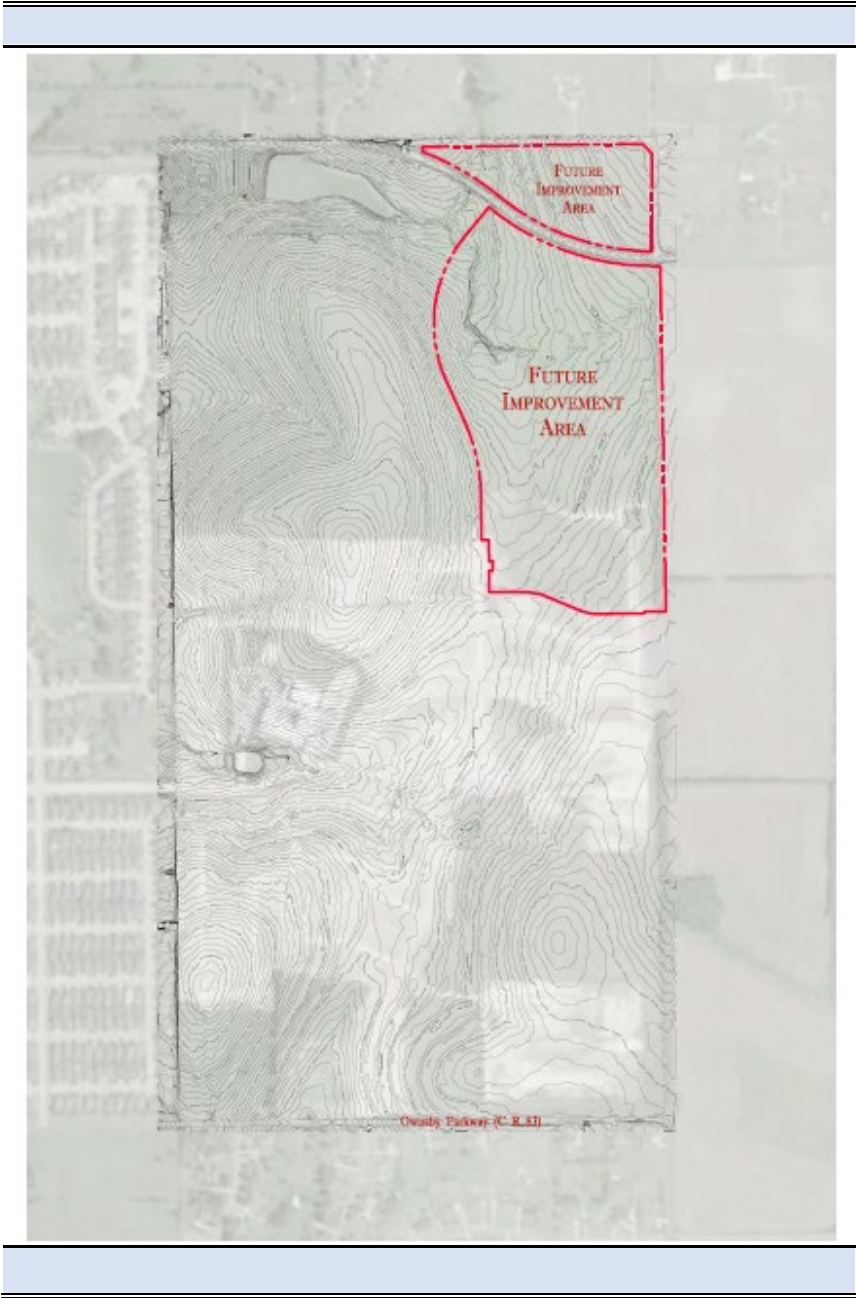
Attachment: Ordinance (Wells North NIA #4- PID Levy)

C. PROPERTY INCLUDED IN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

As Future Neighborhood Improvement Areas are developed and in connection with the issuance of any Future Neighborhood Improvement Area Bonds, this Service and Assessment Plan will be amended to revise the table shown in Section II.B above (e.g. Table II-B will be revised to show the addition of such Future Neighborhood Improvement Area).

A map of the projected property within each Future Neighborhood Improvement Area is shown in Table II-C on the following page. The Future Neighborhood Improvement Area is shown for illustrative purposes only and is subject to adjustment in the future.

Table II-C
Proposed Future Neighborhood Improvement Areas



Attachment: Ordinance (Wells North NIA #4- PID Levy)

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act identifies the authorized improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act 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 mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
- (ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x)
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) development, rehabilitation, or expansion of affordable housing.

The City has determined that of the improvements authorized under the PID Act, it will undertake at this time only those Public Improvements more particularly described in Section III.B, Section III.C, Section III.D, and Section III.E. Any change to the list of Public Improvements, including any Future Neighborhood Improvement Area Improvements as described in Section III.F, will require the approval of the City.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. However, Major Improvement Area Assessed Property does not include Neighborhood Improvement Area #1 Assessed Property; therefore, the costs of the Major Improvements are allocated proportionally between Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property based on the costs of neighborhood improvements planned within their respective boundaries. Major

Improvement Area Bonds fund the Major Improvement Area's proportionate share of the costs of the Major Improvements (the "Major Improvement Area Projects"); and, Neighborhood Improvement Area #1 Bonds fund both Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements as well as the Neighborhood Improvement Area #1 Improvements (collectively, the "Neighborhood Improvement Area #1 Projects"). This cost allocation between the Major Improvement Area and Neighborhood Improvement Area #1 is shown in more detail on Table IV-C. The Major Improvement Area consists of property within the PID excluding Neighborhood Improvement Area #1. As a result, Assessed Property within Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, and Neighborhood Improvement Area #4 is located within the Major Improvement Area and will receive a proportionate share of the costs of the Major Improvements.

The Major Improvements are described below. Table III-A shows the Actual Costs of the Major Improvements. The Actual Cost to construct the Major Improvements is \$4,987,083. The costs shown in Table III-A may be revised in Annual Service Plan Updates.

The Actual Costs for Major Improvements are being funded from (i) the proceeds of the Major Improvement Area Bonds, (ii) a portion of the proceeds of the Neighborhood Improvement Area #1 Bonds, and (iii) from funds contributed by the Master Developer, all as described herein.

A description of the Major Improvements follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consists of the construction of four detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements have been constructed according to City standards and were accepted by the City in September 2017.

Wastewater Improvements

The wastewater improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Major Improvement Area Assessed Property. The wastewater improvements have been constructed according to City standards and were accepted by the City in September 2017.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements have been constructed according to City standards and were accepted by the City in September 2017.

Roadway Improvements

The roadway improvement portion of the Major Improvements consists of the construction of perimeter road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Major Improvement Area Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards and were accepted by the City in September 2017.

CCN Certificate

A portion of the proceeds has been used to reimburse the City for payments made to the Marilee Special Utility District (the “Marilee SUD”) to secure the release by the Marilee SUD in favor of the City of a water certificate of convenience and necessity (a “CCN”) for approximately 31.3 acres within the property in the District. Such release was pursuant to that certain Full and Final Settlement and Release between the City and Marilee SUD (formerly known as Gunter Special Utility District and Gunter Rural Water Supply Corporation) including the Addendums approved by those parties in March 2006, March 2009, and March 2011. The City holds a water certificate of convenience and necessity for the remaining portion of the property within the District.

Table III-A
Major Improvement Costs

Authorized Improvements	NIA #1	MIA	Total
Storm Drainage Improvements	\$135,244	\$1,426,200	\$1,561,444
Wastewater Improvements	\$210,346	\$265,874	\$476,220
Water Improvements	\$138,739	\$300,176	\$438,915
Roadway Improvements	\$440,346	\$1,296,158	\$1,736,504
ROW Acquisition	\$256,000	\$479,000	\$735,000
CCN Certificate	\$14,000	\$25,000	\$39,000
Total Authorized Improvements	\$1,194,675	\$3,792,408	\$4,987,083

Note: Costs provided by the Master Developer as shown on the Master Developer's Quarterly Continuing Disclosure Report available at <https://emma.msrb.org/RE1331502-RE1037138-RE1444745.pdf> (last retrieved April 27, 2020). Major Improvements were completed and accepted by the City in September 2017. The cost overages for the storm drainage, water and road improvements were the result of upgraded construction specifications and were funded entirely by the Developer.

C. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS

The Neighborhood Improvement Area #1 Projects are described below. Table III-B shows the Actual Costs to construct the Neighborhood Improvement Area #1 Projects are \$6,457,710 and includes Neighborhood Improvement Area #1's allocable share of the Major Improvements described above in Section III.B. The proceeds of the Neighborhood Improvement Area #1 Bonds only funded the Neighborhood Improvement Area #1 Projects which benefit Neighborhood

Improvement Area #1 Assessed Property. The Actual Costs shown in Table III-B may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #1 Projects are being funded both from the proceeds of the Neighborhood Improvement Area #1 Bonds as described herein and from funds contributed by the Master Developer.

A description of the Neighborhood Improvement Area #1 Improvements follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #1 Improvements consists of the construction of detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements have been constructed according to City standards and were accepted by the City in September 2017.

Wastewater Improvements

The water improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #1 Assessed Property. The water improvements have been constructed according to City standards and were accepted by the City in September 2017.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #1 Assessed Property. The water improvements will be constructed according to City standards.

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #1 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #1 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards and were accepted by the City in September 2017.

CCN Certificate

A portion of the proceeds were used to reimburse the City for payments made to the Marilee Special Utility District (the “Marilee SUD”) to secure the release by the Marilee SUD in favor of the City of a water certificate of convenience and necessity (a “CCN”) for approximately 31.3 acres within the property in the District. Such release was pursuant to that certain Full and Final Settlement and Release between the City and Marilee SUD (formerly known as Gunter Special Utility District and Gunter Rural Water Supply Corporation) including the Addendums approved by those parties in March 2006, March 2009, and March 2011. The City holds a water certificate of convenience and necessity for the remaining portion of the property within the District.

Table III-B
Neighborhood Improvement Area #1 Costs

Authorized Improvements	Major	Onsite	Total
Storm Drainage Improvements	\$135,244	\$730,684	\$865,928
Wastewater Improvements	\$210,346	\$1,136,439	\$1,346,785
Water Improvements	\$138,739	\$749,564	\$888,303
Roadway Improvements	\$440,346	\$2,646,348	\$3,086,694
ROW Acquisition	\$256,000	\$0	\$256,000
CCN Certificate	\$14,000	\$0	\$14,000
Total Authorized Improvements	\$1,194,675	\$5,263,035	\$6,457,710

Note: Costs provided by the Master Developer as shown on the Master Developer's Quarterly Continuing Disclosure Report available at <https://emma.msrb.org/ES1229868-ES960545-ES1361457.pdf> (last retrieved April 27, 2020). The Neighborhood Improvement Area Improvements and Major Improvements were completed and accepted by the City in September 2017.

D. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

The Neighborhood Improvement Area #2 Improvements are described below. Table III-C shows the Actual Costs to construct the Neighborhood Improvement Area #2 Improvements are \$2,966,841 and are distinct from Neighborhood Improvement Area #2's allocable share of the Major Improvements described above in Section III.B. The proceeds of the Neighborhood Improvement Area #2 Bonds will only fund the Neighborhood Improvement Area #2 Improvements which benefit Neighborhood Improvement Area #2 Assessed Property only. The Actual Costs shown in Table III-C may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #2 Improvements were funded initially from funds contributed by the Neighborhood Improvement Area #2 Developer to be reimbursed, in part, by Special Assessments levied against the Neighborhood Improvement Area #2 Assessed Property under the terms of the PID Reimbursement Agreement. The obligations under the PID Reimbursement Agreement related to the Neighborhood Improvement Area #2 Improvements was paid from the proceeds of the Neighborhood Improvement Area #2 Bonds.

A description of the Neighborhood Improvement Area #2 Improvements follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #2 Improvements consists of the construction of detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements have been constructed according to City standards and were accepted by the City in January 2020.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #2 Assessed Property. The wastewater improvements have been constructed according to City standards and were accepted by the City in January 2020.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #2 Assessed Property. The water improvements have been constructed according to City standards and were accepted by the City in January 2020.

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #2 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #2 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards and were accepted by the City in January 2020.

Table III-C
Neighborhood Improvement Area #2 Costs

Authorized Improvements	Total
Storm Drainage Improvements	\$300,497
Wastewater Improvements	\$358,803
Water Improvements	\$503,745
Roadway Improvements	\$1,108,917
Other Soft & Miscellaneous Costs	\$694,879
Total Authorized Improvements	\$2,966,841

Note: Costs provided by the Neighborhood Improvement Area #2 Developer. The Neighborhood Improvement Area #2 Improvements were completed and accepted by the City in January 2020.

E. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS

The Neighborhood Improvement Area #3 Improvements are described below. Table III-D shows the estimated Actual Costs to construct the Neighborhood Improvement Area #3 Improvements are \$1,149,876 and are distinct from Neighborhood Improvement Area #3's allocable share of the Major Improvements described above in Section III.B. The Actual Costs for Neighborhood Improvement Area #3 Improvements were funded initially from funds contributed by the Neighborhood Improvement Area #3 Developer that are to be reimbursed, in part, by Special Assessments levied against the Neighborhood Improvement Area #3 Assessed Property under the terms of the PID Reimbursement Agreement. The obligations under the PID Reimbursement Agreement related to the Neighborhood Improvement Area #3 Improvements will be paid from the proceeds of the Neighborhood Improvement Area #3-4 Bonds, if and when issued. A portion of the proceeds of the Neighborhood Improvement Areas #3-4 Bonds, if and when issued, will only fund the Neighborhood Improvement Area #3 Improvements which benefit Neighborhood Improvement Area #3 Assessed Property only.

A description of the Neighborhood Improvement Area #3 Improvements follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #3 Improvements consists of erosion control improvements to appropriately control and convey storm water for the benefit of Neighborhood Improvement Area #3 Assessed Property. The storm drainage improvements have been constructed according to City standards and were accepted by the City in May 2020.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #3 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #3 Assessed Property. The wastewater improvements have been constructed according to City standards and were accepted by the City in May 2020.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #3 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #3 Assessed Property. The water improvements have been constructed according to City standards and were accepted by the City in May 2020.

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #3 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement, that benefit the Neighborhood Improvement Area #3 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards and were accepted by the City in May 2020.

Table III-D
Neighborhood Improvement Area #3 Costs

Authorized Improvements	Total
Storm Drainage Improvements	\$170,118
Wastewater Improvements	\$152,974
Water Improvements	\$173,914
Roadway Improvements	\$552,834
Other Soft & Miscellaneous Costs	\$0
Total Authorized Improvements	\$1,049,841

Note: Costs provided by the Neighborhood Improvement Area #3 Developer. Neighborhood Improvement Area #3 were completed and accepted by the City in May 2020

F. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS

The Neighborhood Improvement Area #4 Improvements are described below. Table III-E shows the estimated Actual Costs to construct the Neighborhood Improvement Area #4 Improvements are \$2,779,954 and are distinct from Neighborhood Improvement Area #4's allocable share of the Major Improvements described above in Section III.B. A portion of the proceeds of the Neighborhood Improvement Areas #3-4 Bonds, if and when issued, will only fund the Neighborhood Improvement Area #4 Improvements which benefit Neighborhood Improvement Area #4 Assessed Property only. The Actual Costs shown in Table III-E may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #4 Improvements are to be funded initially from Special Assessments levied against the Neighborhood Improvement Area #4 Assessed Property under the terms of Neighborhood Improvement Areas #3-4 Bonds and from funds contributed by the Neighborhood Improvement Area #4 Neighborhood Improvement Area #4 Developer.

A description of the Neighborhood Improvement Area #4 Improvements follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #4 Improvements consists of erosion control improvements to appropriately control and convey storm water for the benefit of Neighborhood Improvement Area #4 Assessed Property. The storm drainage improvements will be constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #4 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #4 Assessed Property. The wastewater improvements will be constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #4 Improvements consists of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #4 Assessed Property. The water improvements will be constructed according to City standards.

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #4 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement, that benefit the Neighborhood Improvement Area #4 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements will be constructed according to City standards.

Table III-E
Neighborhood Improvement Area #4 Costs

Authorized Improvements	Total
Storm Drainage	\$460,625
Wastewater	\$333,864
Water	\$366,022
Road Improvements	\$975,302
Other Soft & Miscellaneous Costs	\$644,141
Total Authorized Improvements	\$2,779,954

Note: Costs provided by the Neighborhood Improvement Area #4 Developer. The figures shown in Table III-E may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

G. FUTURE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside each Future Neighborhood Improvement Area (e.g. a Table III-F will be added to show the costs for the specific Future Neighborhood Improvement Area Improvements financed within the specific Future Neighborhood Improvement Area being developed.)

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IV. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the cost of the Public Improvements based on the special benefits conferred to each Parcel from the Public Improvements. The PID Act provides that the Actual Costs 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 City Council may establish the methods of assessing the special benefits for various classes of improvements.

Table IV-C details the allocation of costs of the Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. Table IV-D details the allocation of costs of the Neighborhood Improvement Area #1 Projects which consist of Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements and all of the costs of the Neighborhood Improvement Area #1 Improvements. Table IV-E details the allocation of costs of the Neighborhood Improvement Area #2 Improvements benefitting the Neighborhood Improvement Area #2 Assessed Property. Table IV-F details the allocation of costs of the Neighborhood Improvement Area #3 Improvements benefitting the Neighborhood Improvement Area #3 Assessed Property. Table IV-G details the allocation of costs of the Neighborhood Improvement Area #4 Improvements benefitting the Neighborhood Improvement Area #4 Assessed Property.

This section of this Service and Assessment Plan is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Major Improvements, the Neighborhood Improvement Area #1 Improvements, the Neighborhood Improvement Area #2 Improvements, the Neighborhood Improvement Area #3 Improvements, and the Neighborhood Improvement Area #4 Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements, Neighborhood Improvement Area #1 Improvements, the Neighborhood Improvement Area #2 Improvements, the Neighborhood Improvement Area #3 Improvements, and the Neighborhood Improvement Area #4 Improvements, to Parcels or Lots so that there is an equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodology 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 Owners and all future owners and developers of any Assessed Property.

The timetable for the development of Future Neighborhood Improvement Areas have not been finalized at this time and, as such, the special benefit conferred by Future Neighborhood Improvement Area Improvements, if any, cannot be determined with absolute certainty. Accordingly, it is hereby understood and acknowledged by the City and the Owner that the Special Assessments associated with the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, the Neighborhood Improvement Areas #3-4 Bonds are the only Special Assessments that can be addressed with

reasonable certainty in this SAP update. As a result, this SAP will need to be amended by the City Council, if and when a Future Neighborhood Improvement Area is developed and Future Neighborhood Improvement Area Bonds, if any, are issued.

B. SPECIAL BENEFIT

The Assessed Property must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The Major Improvements are provided for the benefit of the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property; and, the Neighborhood Improvement Area #1 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #1 Assessed Property. The Neighborhood Improvement Area #2 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #2 Assessed Property. The Neighborhood Improvement Area #3 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #3 Assessed Property. The Neighborhood Improvement Area #4 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #4 Assessed Property.

When the City Council approved the initial SAP, the Owner owned 100% of the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property. The Owner has acknowledged that the Major Improvements and Neighborhood Improvement Area #1 Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. When the City Council approved this updated SAP, the Owner owned 100% of the Neighborhood Improvement Area #4 Assessed Property. The Owner acknowledged that the Neighborhood Improvement Area #4 Improvements confer a special benefit on the Neighborhood Improvement Area #4 Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs of the Neighborhood Improvement Area #4 Improvements. The Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) this SAP and the Assessment Ordinance, and (iii) the levying of Special Assessments on the Major Improvement Area Assessed Property, the Neighborhood Improvement Area #1 Assessed Property, the Neighborhood Improvement Area #2 Assessed Property, the Neighborhood Improvement Area #3 Assessed Property, and the Neighborhood Improvement Area #4 Assessed Property.

The City Council determined that funding the Actual Costs for the Major Improvements, the Neighborhood Improvement Area #1 Improvements, the Neighborhood Improvement Area #2 Improvements, the Neighborhood Improvement Area #3 Improvements, and the Neighborhood Improvement Area #4 Improvements through the PID is beneficial to the City and the Assessed Property. Accordingly, the Major Improvements, the Neighborhood Improvement Area #1 Improvements, the Neighborhood Improvement Area #2 Improvements, the Neighborhood Improvement Area #3 Improvements, and the Neighborhood Improvement Area #4 Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Major Improvement Area Assessed Property, the Neighborhood Improvement Area #1 Assessed Property, the Neighborhood Improvement Area #2 Assessed Property, the Neighborhood Improvement Area #3 Assessed Property, and the

Neighborhood Improvement Area #4 Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

C. ALLOCATION OF ACTUAL COSTS OF MAJOR IMPROVEMENTS

The Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the Major Improvements are, therefore, allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, as shown in Table IV-C. The costs detailed in Table IV-C are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-C
Original Cost Allocation of Major Improvements

Authorized Improvements	Total Cost (a)	NIA #1 Major Improvements		MIA Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Storm Drainage Improvements	\$463,000	35%	\$161,000	65%	\$302,000
Wastewater Improvements	\$579,000	35%	\$202,000	65%	\$377,000
Water Improvements	\$233,000	35%	\$81,000	65%	\$152,000
Road Improvements	\$1,485,000	35%	\$517,000	65%	\$968,000
ROW Acquisition	\$735,000	35%	\$256,000	65%	\$479,000
CCN Certificate	\$39,000	35%	\$14,000	65%	\$25,000
Total Authorized Improvements	\$3,534,000		\$1,231,000		\$2,303,000

(a) Table IV-C shows the budgeted costs at the time the Assessments for the Major Improvements were levied. See Table III-A for the final costs of the Major Improvements. The Major Improvements were completed and accepted by the City in September 2017. The cost overage for the storm drainage, water and road improvements were the result of upgraded construction specifications and were funded entirely by the Master Developer.

ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECTS

The Neighborhood Improvement Area #1 Projects include the Neighborhood Improvement Area #1 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #1, plus an allocable share of the Major Improvements as described in Section IV.C above. The Actual Costs of the Neighborhood Improvement Area #1 Projects are, therefore, allocated entirely to Neighborhood Improvement Area #1 Assessed Property, as shown in Table IV-D. The costs detailed in Table IV-D are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Attachment: Ordinance (Wells North NIA #4- PID Levy)

Table IV-D
Original Cost Allocation of Neighborhood Improvement Area #1 Projects

Authorized Improvements	Total Cost (a)	NIA #1 Major Improvements		NIA #1 Onsite Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Storm Drainage Improvements	\$782,000	21%	\$161,000	79%	\$621,000
Wastewater Improvements	\$781,000	26%	\$202,000	74%	\$579,000
Water Improvements	\$650,000	12%	\$81,000	88%	\$569,000
Road Improvements	\$3,940,000	13%	\$517,000	87%	\$3,423,000
ROW Acquisition	\$256,000	100%	\$256,000	0%	\$0
CCN Certificate	\$14,000	100%	\$14,000	0%	\$0
Total Authorized Improvements	\$6,423,000		\$1,231,000		\$5,192,000

(a) Table IV-D shows the budgeted costs at the time the Assessments for the Neighborhood Improvement Area Projects were levied. See Table III-B for the final costs of the Neighborhood Improvement Area Projects. The Neighborhood Improvement Area Improvements and Major Improvements were completed and accepted by the City in September 2017. The cost overages for the storm drainage, water and road improvements were the result of upgraded construction specifications and were funded entirely by the Master Developer.

D. ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

The Neighborhood Improvement Area #2 Improvements include the Neighborhood Improvement Area #2 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #2. The Actual Costs of the Neighborhood Improvement Area #2 Improvements are, therefore, allocated entirely to Neighborhood Improvement Area #2 Assessed Property, as shown in Table IV-E. The costs detailed in Table IV-E are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-E
Cost Allocation of Neighborhood Improvement Area #2 Projects

Authorized Improvements	Total Cost (a)	NIA #2 Onsite Improvements	
		% Allocation	Share of Costs
Storm Drainage Improvements	\$300,497	100%	\$300,497
Wastewater Improvements	\$358,803	100%	\$358,803
Water Improvements	\$503,745	100%	\$503,745
Road Improvements	\$1,108,917	100%	\$1,108,917
Soft Costs	\$694,879	100%	\$694,879
Total Authorized Improvements	\$2,966,841		\$2,966,841

(a) See Table III-C for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

E. ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS

The Neighborhood Improvement Area #3 Improvements include the Neighborhood Improvement Area #3 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #3. The Actual Costs of the

Neighborhood Improvement Area #3 Improvements are, therefore, allocated entirely to Neighborhood Improvement Area #3 Assessed Property, as shown in Table IV-F. The costs detailed in Table IV-F are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-F
Cost Allocation of Neighborhood Improvement Area #3 Projects

Authorized Improvements	Total Cost (a)	NIA #3 Onsite Improvements	
		% Allocation	Share of Costs
Storm Drainage Improvements	\$170,118	100%	\$170,118
Wastewater Improvements	\$152,974	100%	\$152,974
Water Improvements	\$173,914	100%	\$173,914
Road Improvements	\$552,834	100%	\$552,834
Soft Costs	\$0	100%	\$0
Total Authorized Improvements	\$1,049,841		\$1,049,841

(a) See Table III-D for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

F. ALLOCATION OF ACTUAL COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS

The Neighborhood Improvement Area #4 Improvements include the Neighborhood Improvement Area #4 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #4. The Actual Costs of the Neighborhood Improvement Area #4 Improvements are, therefore, allocated entirely to Neighborhood Improvement Area #4 Assessed Property, as shown in Table IV-G. The costs detailed in Table IV-G are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-G
Cost Allocation of Neighborhood Improvement Area #4 Projects

Authorized Improvements	Total Cost (a)	NIA #4 Onsite Improvements	
		% Allocation	Share of Costs
Storm Drainage Improvements	\$460,625	100%	\$460,625
Wastewater Improvements	\$333,864	100%	\$333,864
Water Improvements	\$366,022	100%	\$366,022
Road Improvements	\$975,302	100%	\$975,302
Other Soft & Miscellaneous Costs	\$644,141	100%	\$644,141
Total Authorized Improvements	\$2,779,953		\$2,779,953

(a) See Table III-E for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

G. ALLOCATION OF ACTUAL COSTS OF FUTURE IMPROVEMENT AREA IMPROVEMENTS

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future

Neighborhood Improvement Area Improvements that confer a special benefit to the property inside such Future Neighborhood Improvement Areas (e.g. Table IV-H will be created and amended to show the allocation of Actual Costs for Future Neighborhood Improvement Area Improvements.)

H. SPECIAL ASSESSMENT METHODOLOGY

The City Council may assess Actual Costs against Assessed Property so long as the special benefit conferred upon the Assessed Property by the Public Improvements equals or exceeds the amount of the Special 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.

Assessment Methodology for the Major Improvement Area

For purpose of this SAP, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Special Assessment relating to the Major Improvement Area Projects across all Parcels and Lots within the Major Improvement Area based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. Table IV-H.1 summarizes the updated allocation of the original Special Assessments relating to the Major Improvement Area Bonds for the Assessed Property. Table IV-H.2 summarizes the updated allocation of the outstanding Special Assessments relating to the Major Improvement Area Bonds for the Assessed Property.

Based on the costs provided by the Master Developer for the Major Improvement Area Projects, the City Council has determined that the benefit to the Major Improvement Area Assessed Property from the Major Improvement Area Projects is at least equal to the Special Assessments levied on the Major Improvement Area Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in the Major Improvement Area is shown on the Assessment Roll, attached as Appendix C, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-H.1 summarizes the updated allocation of the original Special Assessment relating to the Major Improvement Area Bonds for the Major Improvement Area Assessed Property. Table IV-H.2 summarizes the allocation of the outstanding Special Assessment relating to the Major Improvement Area Bonds for the Major Improvement Area Assessed Property. This SAP will be modified by the City Council as appropriate based on the actual Lot count and other applicable inputs as each Future Improvement Area is developed.

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Table IV-H.1
Major Improvement Area
Updated Special Assessment Allocation – Original Total

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #2</i>							
50'	174	\$54,375,000	\$821,593	\$70,775	\$4,722	\$407	\$0.00
HOA	-	-	\$8,299	\$715	-	-	\$0.00
<i>Subtotal</i>	<i>174</i>	<i>\$54,375,000</i>	<i>\$829,892</i>	<i>\$71,490</i>			
<i>Phase #3</i>							
60'	58	\$25,056,000	\$382,193	\$32,924	\$6,590	\$568	\$0.00
70'	2	\$897,000	\$13,682	\$1,179	\$6,841	\$589	\$0.00
HOA	-	-	\$3,999	\$344	-	-	\$0.00
<i>Subtotal</i>	<i>60</i>	<i>\$25,953,000</i>	<i>\$399,874</i>	<i>\$34,447</i>			
<i>Phase #4</i>							
50'	121	\$39,627,500	\$535,551	\$46,134	\$4,426	\$381	\$0.00
60'	16	\$6,240,000	\$84,331	\$7,265	\$5,271	\$454	\$0.00
70'	15	\$6,600,000	\$89,197	\$7,684	\$5,946	\$512	\$0.00
HOA	-	-	\$7,162	\$617	-	-	\$0.00
<i>Subtotal</i>	<i>152</i>	<i>\$52,467,500</i>	<i>\$716,241</i>	<i>\$61,699</i>			
<i>Phase #5A</i>							
50'	62	\$21,080,000	\$284,888	\$24,541	\$4,595	\$396	\$0.00
60'	48	\$20,736,000	\$280,239	\$24,141	\$5,838	\$503	\$0.00
HOA	-	-	\$5,708	\$492	-	-	\$0.00
<i>Subtotal</i>	<i>110</i>	<i>\$41,816,000</i>	<i>\$570,836</i>	<i>\$49,174</i>			
<i>Phase #5B</i>							
Commercial	61,855	\$7,113,348	\$96,134	\$8,281	\$1.55	\$0.13	\$0.00
Commercial	90,605	\$10,419,552	\$140,816	\$12,130	\$1.55	\$0.13	\$0.00
Multi-Family	305	\$35,075,000	\$474,025	\$40,834	\$1,554.18	\$133.88	\$0.00
HOA	-	-	\$7,182	\$619	-	-	\$0.00
<i>Subtotal</i>	<i>110</i>	<i>\$52,607,900</i>	<i>\$718,157</i>	<i>\$61,864</i>			
Total	496	\$227,219,400	\$3,235,000	\$278,674			

Note: 1) The Major Improvement Area Special Assessments were allocated as part of the NIA #2 Assessment levy, NIA #3 Assessment levy, NIA #4 Assessment levy. The updated Special Assessment of \$2,005,234 (i.e. \$3,235,000 - \$829,892 - \$399,874 = \$2,005,234) allocations are being updated for Phase #5A through Phase #5B.

2) Estimates are based on updated Lot counts and estimated buildout values provided by the Developer as a part of the original SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Bonds and any other documents associated with PID Bonds. The above allocations are calculated based on 5.38% interest rate and a 30-year term for the PID Bonds and annual administrative expense of \$30,000 increasing at 2.0% per year.

Attachment: Ordinance (Wells North NIA #4- PID Levy)

Table IV-H.2
Major Improvement Area
Outstanding Special Assessment Allocation

Lot Size	Units/SF	Estimated Buildout Value	Total Outstanding Special Assessment	Outstanding Average Annual Installment	Outstanding Special Assessment Per Unit/SF	Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #2</i>							
50'	174	\$54,375,000	\$791,117	\$70,454	\$4,722	\$405	\$0
HOA	-	-	\$7,991	\$712	-	-	
<i>Subtotal</i>	<i>174</i>	<i>\$54,375,000</i>	<i>\$799,108</i>	<i>\$71,166</i>			
<i>Phase #3</i>							
60'	58	\$25,056,000	\$368,016	\$32,774	\$6,345	\$565	\$0
70'	2	\$897,000	\$13,175	\$1,173	\$6,587	\$587	\$0
HOA	-	-	\$3,850	\$343	-	-	
<i>Subtotal</i>	<i>60</i>	<i>\$25,953,000</i>	<i>\$385,041</i>	<i>\$34,290</i>			
<i>Phase #4</i>							
50'	121	\$39,627,500	\$515,685	\$45,925	\$4,262	\$380	\$0
60'	16	\$6,240,000	\$81,203	\$7,232	\$5,075	\$452	\$0
70'	15	\$6,600,000	\$85,888	\$7,649	\$5,726	\$510	\$0
HOA	-	-	\$6,897	\$614	-	-	
<i>Subtotal</i>	<i>152</i>	<i>\$52,467,500</i>	<i>\$689,672</i>	<i>\$61,420</i>			
<i>Phase #5A</i>							
50'	62	\$21,080,000	\$274,320	\$24,430	\$4,425	\$394	\$0
60'	48	\$20,736,000	\$269,844	\$24,031	\$5,622	\$501	\$0
HOA	-	-	\$5,497	\$490	-	-	
<i>Subtotal</i>	<i>110</i>	<i>\$41,816,000</i>	<i>\$549,661</i>	<i>\$48,951</i>			
<i>Phase #5B</i>							
Commercial	61,855	\$7,113,348	\$92,568	\$8,244	\$1.50	\$0.13	\$0
Commercial	90,605	\$10,419,552	\$135,593	\$12,075	\$1.50	\$0.13	\$0
Multi-Family	305	\$35,075,000	\$456,442	\$40,649	\$1,496.53	\$133.28	\$0
HOA	-	-	\$6,915	\$616	-	-	
<i>Subtotal</i>	<i>110</i>	<i>\$52,607,900</i>	<i>\$691,518</i>	<i>\$61,584</i>			
Total	496	\$227,219,400	\$3,115,000	\$277,410			

Note: 1) The Major Improvement Area Special Assessments were allocated as part of the NIA #2 Assessment levy, NIA #3 Assessment levy, NIA #4 Assessment levy. The updated Special Assessment of \$2,005,234 (i.e. \$3,235,000 - \$829,892 - \$399,874 = \$2,005,234) allocations are being updated for Phase #5A through Phase #5B.

2) Estimates are based on updated Lot counts and estimated buildout values provided by the Developer as a part of this SAP updated for NIA #4 Assessment levy. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above allocations are calculated based on 5.3 interest rate and a 30-year term for the PID Bonds and annual administrative expense of \$30,000 increasing at 2.0% per year.

Attachment: Ordinance (Wells North NIA #4- PID Levy)

Assessment Methodology for Neighborhood Improvement Area #1

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #1 Projects to be financed with the Neighborhood Improvement Area #1 Bonds shall be allocated to the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Special Assessment relating to the Neighborhood Improvement Area #1 Projects across all Lots within the Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Lot to the total build out value for the Neighborhood Improvement Area #1. Table IV-I.1 summarizes the allocation of the original Special Assessments relating to PID Bonds for the Neighborhood Area #1 Assessed Property. Table IV-I.2 summarizes the allocation of the outstanding Special Assessments relating to PID Bonds for the Neighborhood Area #1 Assessed Property.

Based on the costs provided by the Master Developer for the Neighborhood Area #1 Projects, the City Council has determined that the benefit to the Neighborhood Area #1 Assessed Property from the Neighborhood Area #1 Projects is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #1 are shown on the Assessment Roll, attached as Appendix B, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-I.1 summarizes the allocation of the original Special Assessment relating to the Neighborhood Improvement Area #1 Bonds for the Neighborhood Improvement Area #1 Assessed Property at the time the Assessment Ordinance relating to the Neighborhood Improvement Area #1 Bonds was adopted by the City Council. Table IV-I.2 summarizes the allocation of the outstanding Special Assessment relating to the Neighborhood Improvement Area #1 Bonds for the Neighborhood Improvement Area #1 Assessed Property.

Table IV-I.1
Neighborhood Improvement Area #1
Original Special Assessment Allocation

Lot Size ¹	Units/SF	Estimated Buildout Value	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #1</i>							
50'	184	\$57,468,000	\$3,186,596	\$240,867	\$17,318	\$1,309	\$0.42
60'	149	\$55,378,800	\$3,070,750	\$232,111	\$20,609	\$1,558	\$0.42
70'	4	\$1,864,800	\$103,403	\$7,816	\$25,851	\$1,954	\$0.42
HOA	-	-	\$64,250	\$4,857	-	-	-
Total	337	\$114,711,600	\$6,425,000	\$485,650			

1 -The development agreement requires 70' lot type to have a minimum front footage requirement of 70'. Actual lot sizes are typically 74' of front footage.

Note: Estimates are based on information available as of the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the original assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above allocations are calculated based on 6.25% interest rate and a 30-year term for the PID Bonds and annual administrative expense of \$30,000 increasing at 2.0% per year.

Attachment: Ordinance (Wells North NIA #4- PID Levy)

Table IV-I.2
Neighborhood Improvement Area #1
Outstanding Special Assessment Allocation

Lot Size ¹	Units/SF	Estimated Buildout Value	Total Outstanding Special Assessment	Outstanding Average Annual Installment	Outstanding Special Assessment Per Unit/SF	Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #1</i>							
50'	184	\$57,468,000	\$3,025,407	\$244,603	\$16,442	\$1,329	\$0.43
60'	149	\$55,378,800	\$2,915,421	\$235,711	\$19,567	\$1,582	\$0.43
70'	4	\$1,864,800	\$98,173	\$7,937	\$24,543	\$1,984	\$0.43
HOA	-	-	\$61,000	\$4,932	-	-	
Total	337	\$114,711,600	\$6,100,000	\$493,183			

1 -The development agreement requires 70' lot type to have a minimum front footage requirement of 70'. Actual lot sizes are typically 74' of front footage.

Note: Estimates are based on information available as of the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the outstanding assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above allocations are calculated based on 6.25% interest rate and a 30-year term for the PID Bonds and annual administrative expense of \$30,000 increasing at 2.0% per year.

Assessment Methodology for Neighborhood Improvement Area #2

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #2 Improvements to be financed with the PID Reimbursement Agreement and/or Neighborhood Improvement Area #2 Bonds shall be allocated to the Neighborhood Improvement Area #2 Assessed Property by spreading the Special Assessments relating to Neighborhood Improvement Area #2 Improvements across all Lots within the Neighborhood Improvement Area #2 based on the ratio of the estimated build out value of each Lot to the total build out value for the Neighborhood Improvement Area #2. Table IV-J.1 summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #2 Assessed Property. Table IV-J.2 summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #2 Assessed Property.

Based on the costs provided by the Neighborhood Improvement Area #2 Developer for the Neighborhood Area #2 Improvements benefitting Neighborhood Area #2, the City Council has determined that the benefit to the Neighborhood Area #2 Assessed Property from the Neighborhood Area #2 Improvements is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #2 are shown on the Assessment Roll, attached as Appendix C, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-J.1 summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #2 Bonds for the Neighborhood Improvement Area #2 Assessed Property at the time the Assessment Ordinance relating to the Neighborhood Improvement Area #2 Bonds was adopted by the City Council. Table IV-J.2 summarizes the outstanding special assessments relating to the Neighborhood Improvement Area #2 Assessed Property.

Table IV-J.1
Neighborhood Improvement Area #2
Original Special Assessment Allocation

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #2</i>							
50'	174	\$54,375,000	\$1,881,000	\$146,334	\$10,810	\$841	\$0.27
HOA	-	-	\$19,000	\$1,478	-	-	-
Total	174	\$54,375,000	\$1,900,000	\$147,812			

Note: Estimates are based on information provided by the Neighborhood Improvement Area #2 Developer as part of the update to the SAP relating to the NIA #2 Assessment levy. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Reimbursement Agreement. The above amounts are calculated based on 3.0%-3.875% interest rates and a 30-year term for the applicable Neighborhood Improvement Area #2 Bonds and annual administrative expense of \$25,000 increasing at 2.0% per year.

Table IV-J.2
Neighborhood Improvement Area #2
Outstanding Special Assessment Allocation

Lot Size	Units/SF	Estimated Buildout Value	Total Outstanding Special Assessment	Outstanding Average Annual Installment	Outstanding Special Assessment Per Unit/SF	Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #2</i>							
50'	174	\$54,375,000	\$1,841,400	\$146,272	\$10,583	\$841	\$0.27
HOA	-	-	\$18,600	\$1,477	-	-	-
Total	174	\$54,375,000	\$1,860,000	\$147,750			

Note: Estimates are based on information provided by the Neighborhood Improvement Area #2 Developer as part of this update to the SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Reimbursement Agreement. The above amounts are calculated based on 3.0%-3.875% interest rates and a 30-year term for the applicable Neighborhood Improvement Area #2 Bonds and annual administrative expense of \$25,000 increasing at 2.0% per year.

Neighborhood Improvement Area #2 Assessed Property is part of the Major Improvement Area Assessed Property. As shown in Table IV-H.1, the original Special Assessments related to the Major Improvement Area Bonds have been allocated to Neighborhood Improvement Area #2, representing Neighborhood Improvement Area #2 Assessed Property, and the remaining Future Improvement Areas. The original Special Assessments related to the Neighborhood Improvement Area #2 Improvements for the benefit of the Neighborhood Improvement Area #2 Assessed Property are shown in Table IV-J.1. As a result, the combined original Special Assessment on the Neighborhood Improvement Area #2 Assessed Property, representing the proportional share of the

Special Assessments for Major Improvement Bonds and the Special Assessments for the Neighborhood Improvement Area #2 Bonds for the benefit of the Neighborhood Improvement Area #2 Assessed Property is shown in Table IV-K.1. The outstanding Special Assessments related to the Neighborhood Improvement Area #2 Improvements for the benefit of the Neighborhood Improvement Area #2 Assessed Property are shown in Table IV-J.2. As a result, the combined original Special Assessment on the Neighborhood Improvement Area #2 Assessed Property, representing the proportional share of the Special Assessments for Major Improvement Bonds and the Special Assessments for the Neighborhood Improvement Area #2 Bonds for the benefit of the Neighborhood Improvement Area #2 Assessed Property is shown in Table IV-K.2.

Table IV-K.1
Neighborhood Improvement Area #2
Original Special Assessment Allocation (Combined)

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #2</i>							
50'	174	\$54,375,000	\$2,702,593	\$217,109	\$15,532	\$1,248	\$0.40
HOA	-	-	\$27,299	\$2,193	-	-	-
Total	174	\$54,375,000	\$2,729,892	\$219,302			

Note: The combined amounts show the Phase #2 proportional share of the original Special Assessment for Major Improvement Assessments show in Table IV-H.1 and the Special Assessments for the Neighborhood Improvement Area #2 show in Table IV-J.1 above. Estimates based on updated information provided by the Neighborhood Improvement Area #2 Developer as part of this update to the SAP relating to the NIA #2 Assessment levy.

Table IV-K.2
Neighborhood Improvement Area #2
Outstanding Special Assessment Allocation (Combined)

Lot Size	Units/SF	Estimated Buildout Value	Total Outstanding Special Assessment	Outstanding Average Annual Installment	Outstanding Special Assessment Per Unit/SF	Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #2</i>							
50'	174	\$54,375,000	\$2,632,517	\$216,726	\$15,305	\$1,246	\$0.40
HOA	-	-	\$26,591	\$2,189	-	-	-
Total	174	\$54,375,000	\$2,659,108	\$218,915			

Note: The combined amounts show the Phase #2 proportional share of the outstanding Special Assessment for Major Improvement Assessments show in Table IV-H.2 and the Special Assessments for the Neighborhood Improvement Area #2 show in Table IV-J.2 above. Estimates based on updated information provided by the Neighborhood Improvement Area #2 Developer as part of this update to the SAP relating to the NIA #2 Assessment levy.

Assessment Methodology for Neighborhood Improvement Area #3

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #3 Improvements to be financed with the PID Reimbursement Agreement

and/or Neighborhood Improvement Areas #3-4 Bonds shall be allocated to the Neighborhood Improvement Area #3 Assessed Property by spreading the entire Special Assessment relating to the Neighborhood Improvement Area #3 Improvements across all Lots within the Neighborhood Improvement Area #3 based on the ratio of the estimated build out value of each Lot to the total build out value for the Neighborhood Improvement Area #3. Table IV-L.1 summarizes the allocation of the original Special Assessments relating to PID Bonds for the Neighborhood Area #3 Assessed Property. IV-L.2 summarizes the allocation of the outstanding Special Assessments relating to PID Bonds for the Neighborhood Area #3 Assessed Property.

Based on the costs provided by the Neighborhood Improvement Area #3 Developer for the Neighborhood Area #3 Improvements benefitting Neighborhood Area #3, the City Council has determined that the benefit to the Neighborhood Area #3 Assessed Property from the Neighborhood Area #3 Improvements is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #3 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #3 are shown on the Assessment Roll, attached as Appendix D, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-L.1 summarizes the allocation of the original Special Assessment relating to the Neighborhood Improvement Area #3 Assessed Property at the time the Assessment Ordinance approving this Service and Assessment Plan update was adopted by the City Council. Table IV-L.2 summarizes the allocation of the outstanding Special Assessment relating to the Neighborhood Improvement Area #3 Assessed Property. This SAP will be updated in the future by the City Council for the issuance of Neighborhood Improvement Areas #3-4 Bonds.

Table IV-L.1
Neighborhood Improvement Area #3
Original Special Assessment Allocation

Lot Size ¹	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #3</i>							
60'	58	\$25,056,000	\$951,004	\$81,170	\$16,397	\$1,399	\$0.32
70'	2	\$897,000	\$34,046	\$2,906	\$17,023	\$1,453	\$0.32
HOA	-	-	\$9,950	\$849	-	-	-
Total	60	\$25,953,000	\$995,000	\$84,925			

1 -The development agreement requires 70' lot type to have a minimum front footage requirement of 70'. Actual lot sizes are typically 74' of front footage.

Note: Estimates are based on information provided by the Neighborhood Improvement Area #3 Developer as part of the update to the SAP relating to the NIA #2 Assessment levy. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Reimbursement Agreement. The above amounts are calculated based on an estimated interest rate of 4.75% and a 30-year term for the Neighborhood Improvement Areas #3-4 Bonds and annual administrative expense of \$20,000 increasing at 1.0% per year.

Table IV-L.2
Neighborhood Improvement Area #3
Outstanding Special Assessment Allocation

Lot Size ¹	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #3</i>							
60'	58	\$25,056,000	\$936,667	\$83,820	\$16,149	\$1,445	\$0.33
70'	2	\$897,000	\$33,533	\$3,001	\$16,766	\$1,500	\$0.33
HOA	-	-	\$9,800	\$877	-	-	-
Total	60	\$25,953,000	\$980,000	\$87,698			

1 -The development agreement requires 70' lot type to have a minimum front footage requirement of 70'. Actual lot sizes are typically 74' of front footage.

Note: Estimates are based on information provided by the Neighborhood Improvement Area #3 Developer as part of the update to the SAP relating to the NIA #2 Assessment levy. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Reimbursement Agreement. The above amounts are calculated based on an estimated interest rate of 4.75% and a 30-year term for the Neighborhood Improvement Areas #3-4 Bonds and annual administrative expense of \$20,000 increasing at 1.0% per year.

Neighborhood Improvement Area #3 Assessed Property is part of the Major Improvement Area Assessed Property. As shown in Table IV-H.1, the original Special Assessments related to the Major Improvement Area Bonds have been allocated to Neighborhood Improvement Area #3, representing Neighborhood Improvement Area #3 Assessed Property, and the remaining Future Improvement Areas. The Special Assessments related to the Neighborhood Improvement Area #3 Improvements for the benefit of the Neighborhood Improvement Area #3 Assessed Property are shown in Table IV-L.1. As a result, the combined Special Assessment on the Neighborhood Improvement Area #3 Assessed Property, representing the proportional share of the Special Assessments for Major Improvement Bonds and the Special Assessments for the Neighborhood Improvement Areas #3-4 Bonds for the benefit of the Neighborhood Improvement Area #3 Assessed Property is shown in Table IV-M.1. The outstanding Special Assessments related to the Neighborhood Improvement Area #3 Improvements for the benefit of the Neighborhood Improvement Area #3 Assessed Property are shown in Table IV-L.2. As a result, the combined original Special Assessment on the Neighborhood Improvement Area #3 Assessed Property, representing the proportional share of the Special Assessments for Major Improvement Bonds and the Special Assessments for the Neighborhood Improvement Area #3 Bonds for the benefit of the Neighborhood Improvement Area #2 Assessed Property is shown in Table IV-M.2

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Table IV-M.1
Neighborhood Improvement Area #3
Original Special Assessment Allocation (Combined)

Lot Size ¹	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #3</i>							
60'	58	\$25,056,000	\$1,333,197	\$114,094	\$22,986	\$1,967	\$0.46
70'	2	\$897,000	\$47,728	\$4,085	\$23,864	\$2,042	\$0.46
HOA	-	-	\$13,949	\$1,194	-	-	-
Total	60	\$25,953,000	\$1,394,874	\$119,372			

1 -The development agreement requires 70' lot type to have a minimum front footage requirement of 70'. Actual lot sizes are typically 74' of front footage.

Note: The combined amounts show the NIA #3 proportional share of the Special Assessment for Major Improvement Assessments shown in Table IV-H.1 and the Special Assessments for the Neighborhood Improvement Area #3 shown in Table IV-L.1. Estimates based on updated information provided by the Neighborhood Improvement Area #3 Developer as part of the update to the SAP relating to the NIA #3 Assessment levy.

Table IV-M.2
Neighborhood Improvement Area #3
Outstanding Special Assessment Allocation (Combined)

Lot Size ¹	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #3</i>							
60'	58	\$25,056,000	\$1,304,683	\$116,594	\$22,495	\$2,010	\$0.47
70'	2	\$897,000	\$46,707	\$4,174	\$23,354	\$2,087	\$0.47
HOA	-	-	\$13,650	\$1,220	-	-	-
Total	60	\$25,953,000	\$1,365,041	\$121,988			

1 -The development agreement requires 70' lot type to have a minimum front footage requirement of 70'. Actual lot sizes are typically 74' of front footage.

Note: The combined amounts show the NIA #3 proportional share of the Special Assessment for Major Improvement Assessments shown in Table IV-H.2 and the Special Assessments for the Neighborhood Improvement Area #3 shown in Table IV-L.2. Estimates based on updated information provided by the Neighborhood Improvement Area #3 Developer as part of the update to the SAP relating to the NIA #3 Assessment levy.

Assessment Methodology for Neighborhood Improvement Area #4

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #4 Improvements to be financed with the PID Reimbursement Agreement and/or Neighborhood Improvement Areas #3-4 Bonds shall be allocated to the Neighborhood Improvement Area #4 Assessed Property by spreading the entire Special Assessment relating to the Neighborhood Improvement Area #4 Improvements across all Lots within the Neighborhood Improvement Area #4 based on the ratio of the estimated build out value of each Lot to the total

build out value for the Neighborhood Improvement Area #4. Table IV-N.1 summarizes the allocation of the original Special Assessments relating to PID Bonds for the Neighborhood Area #4 Assessed Property. Table IV-N.2 summarizes the allocation of the original Special Assessments relating to PID Bonds for the Neighborhood Area #4 Assessed Property.

Based on the costs provided by the Neighborhood Improvement Area #4 Developer for the Neighborhood Area #4 Improvements benefitting Neighborhood Area #4, the City Council has determined that the benefit to the Neighborhood Area #4 Assessed Property from the Neighborhood Area #4 Improvements is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #4 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #4 are shown on the Assessment Roll, attached as Appendix E, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-N.1 summarizes the allocation of the original Special Assessment relating to the Neighborhood Improvement Area #4 Assessed Property at the time the Assessment Ordinance approving this Service and Assessment Plan update was adopted by the City Council. Table IV-N.2 summarizes the allocation of the outstanding Special Assessment relating to the Neighborhood Improvement Area #4 Assessed Property. This SAP will be updated in the future by the City Council for the issuance of Neighborhood Improvement Areas #3-4 Bonds.

Table IV-N.1
Neighborhood Improvement Area #4
Original Special Assessment Allocation

Lot Size ¹	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #4</i>							
50'	121	\$39,627,500	\$1,544,051	\$128,721	\$12,761	\$1,064	\$0.32
60'	16	\$6,240,000	\$243,136	\$20,269	\$15,196	\$1,267	\$0.32
70'	15	\$6,600,000	\$257,163	\$21,439	\$17,144	\$1,429	\$0.32
HOA	-	-	\$20,650	\$1,722	-	-	-
Total	152	\$52,467,500	\$2,065,000	\$172,151			

1 - The development agreement requires 70' lot type to have a minimum front footage requirement of 70'. Actual lot sizes are anticipated to be 74' of front footage.

Note: Estimates are based on information provided by the Neighborhood Improvement Area #4 Developer as part of this update to the SAP relating to NIA #4 Assessment levy. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Reimbursement Agreement. The above amounts are calculated based on an interest rate of 5.0% and a 30-year term for the Neighborhood Improvement Areas #3-4 Bonds and annual administrative expense of \$20,000 increasing at 1.0% per year.

Attachment: Ordinance (Wells North NIA #4- PID Levy)

Table IV-N.2
Neighborhood Improvement Area #4
Outstanding Special Assessment Allocation

Lot Size ¹	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #4</i>							
50'	121	\$39,627,500	\$1,544,051	\$128,721	\$12,761	\$1,064	\$0.32
60'	16	\$6,240,000	\$243,136	\$20,269	\$15,196	\$1,267	\$0.32
70'	15	\$6,600,000	\$257,163	\$21,439	\$17,144	\$1,429	\$0.32
HOA	-	-	\$20,650	\$1,722	-	-	-
Total	152	\$52,467,500	\$2,065,000	\$172,151			

1 -The development agreement requires 70' lot type to have a minimum front footage requirement of 70'. Actual lot sizes are anticipated to be 74' of front footage.

Note: Estimates are based on information provided by the Neighborhood Improvement Area #4 Developer as part of this update to the SAP relating to NIA #4 Assessment levy. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Reimbursement Agreement. The above amounts are calculated based on an interest rate of 5.0% and a 30-year term for the Neighborhood Improvement Areas #3-4 Bonds and annual administrative expense of \$20,000 increasing at 1.0% per year.

Neighborhood Improvement Area #4 Assessed Property is part of the Major Improvement Area Assessed Property. As shown in Table IV-H.1, the Special Assessments related to the Major Improvement Area Bonds have been allocated to Neighborhood Improvement Area #4, representing Neighborhood Improvement Area #4 Assessed Property, and the remaining Future Improvement Areas. The original Special Assessments related to the Neighborhood Improvement Area #4 Improvements for the benefit of the Neighborhood Improvement Area #4 Assessed Property are shown in Table IV-N.1. As a result, the combined original Special Assessment on the Neighborhood Improvement Area #4 Assessed Property, representing the proportional share of the Special Assessments for Major Improvement Bonds and the Special Assessments for the Neighborhood Improvement Areas #3-4 Bonds for the benefit of the Neighborhood Improvement Area #4 Assessed Property is shown in Table IV-O.1 on the following page. The outstanding Special Assessments related to the Neighborhood Improvement Area #4 Improvements for the benefit of the Neighborhood Improvement Area #4 Assessed Property are shown in Table IV-N.2. As a result, the combined outstanding Special Assessment on the Neighborhood Improvement Area #4 Assessed Property, representing the proportional share of the Special Assessments for Major Improvement Bonds and the Special Assessments for the Neighborhood Improvement Areas #3-4 Bonds for the benefit of the Neighborhood Improvement Area #4 Assessed Property is shown in Table IV-O.2 on the following page.

Table IV-O.1
Neighborhood Improvement Area #4
Original Special Assessment Allocation (Combined)

Lot Size ¹	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #4</i>							
50'	121	\$39,627,500	\$2,079,601	\$174,855	\$17,187	\$1,445	\$0.44
60'	16	\$6,240,000	\$327,467	\$27,534	\$20,467	\$1,721	\$0.44
70'	15	\$6,600,000	\$346,360	\$29,122	\$23,091	\$1,941	\$0.44
HOA	-	-	\$27,812	\$2,339	-	-	-
Total	152	\$52,467,500	\$2,781,241	\$233,850			

1 -The development agreement requires 70' lot type to have a minimum front footage requirement of 70'. Actual lot sizes are anticipated to be 74' of front footage.

Note: The combined amounts show the NIA #4 proportional share of the Special Assessment for Major Improvement Assessment as shown in Table IV-H.1 and the Special Assessments for the Neighborhood Improvement Area #4 shown in Table IV-N.1. Estimates based on updated information provided by the Neighborhood Improvement Area #4 Developer as part of this update to the SAP.

Table IV-O.2
Neighborhood Improvement Area #4
Outstanding Special Assessment Allocation (Combined)

Lot Size ¹	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per \$100/AV)
<i>Phase #4</i>							
50'	121	\$39,627,500	\$2,059,735	\$174,646	\$17,023	\$1,443	\$0.44
60'	16	\$6,240,000	\$324,339	\$27,501	\$20,271	\$1,719	\$0.44
70'	15	\$6,600,000	\$343,051	\$29,088	\$22,870	\$1,939	\$0.44
HOA	-	-	\$27,547	\$2,336	-	-	-
Total	152	\$52,467,500	\$2,754,672	\$233,571			

1 -The development agreement requires 70' lot type to have a minimum front footage requirement of 70'. Actual lot sizes are anticipated to be 74' of front footage.

Note: The combined amounts show the NIA #4 proportional share of the Special Assessment for Major Improvement Assessment as shown in Table IV-H.2 and the Special Assessments for the Neighborhood Improvement Area #4 shown in Table IV-N.2. Estimates based on updated information provided by the Neighborhood Improvement Area #4 Developer as part of this update to the SAP.

Assessment Methodology for Future Neighborhood Improvement Areas

When and if the Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds are contemplated, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Neighborhood Improvement Area Improvements on Assessed Property similarly benefited within that Future Neighborhood Improvement Area.

I. SPECIAL ASSESSMENT AND ANNUAL INSTALLMENTS

The Special Assessments for the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, and the Neighborhood Improvement Areas #3-4 Bonds will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, the Neighborhood Improvement Area #3 Assessment Roll, and the Neighborhood Improvement Area #4 Assessment Roll, as applicable. The Annual Installments for the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, and the Neighborhood Improvement Areas #3-4 Bonds and will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, the Neighborhood Improvement Area #3 Assessment Roll, and the Neighborhood Improvement Area #4 Assessment Roll, subject to revisions made during an Annual Service Plan Update.

J. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, the Neighborhood Improvement Area #3 Assessment Roll, and the Neighborhood Improvement Area #4 Assessment Roll, shown on Appendix A, Appendix B, Appendix C, Appendix D, and Appendix E, respectively, which are subject to revision through Annual Service Plan Updates.

K. EXCESS INTEREST RATE

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on bonds issued by a PID by no more than one half of one percent (0.50%) per annum, (the “Excess Interest Rate”). With respect to the Special Assessments levied against the Major Improvement Area, Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2, forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e. 0.20%) per annum will be dedicated to fund the Prepayment Reserve as described in Section IV.L below and the remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e. 0.30%) per annum is dedicated to the Delinquency Reserve as described in Section IV.M below. With respect to the Special Assessments levied against Neighborhood Improvement Area #3 and Neighborhood Improvement Area #4, such Excess Interest Rate will be dedicated to fund the Additional Interest Reserve described in Section IV.N below.

L. PREPAYMENT RESERVE – MAJOR IMPROVEMENT AREA, NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which related PID Bonds are actually redeemed (the "Prepayment Reserve"). The Prepayment Reserve created under each applicable Indenture shall be funded each year until it reaches 1.5% of the par amount of the related PID Bonds, but in no event will the annual collections be more than 0.20% per annum higher than the actual interest rate paid on the related PID Bonds. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Special Assessment and the date on which PID Bonds are actually prepaid may be eliminated at the election of the City. If the Prepayment Reserve requirement is so eliminated or in a given year the additional reserve is fully funded at 1.5% of the par amount of the PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indenture.

M. DELINQUENCY RESERVE – MAJOR IMPROVEMENT AREA, NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments. This additional reserve (the "Delinquency Reserve") created under each applicable Indenture shall be funded each year up to 4.0% of the par amount of the related PID Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% per annum higher than the actual interest rate paid on the related PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the related PID Bonds, the City can allocate the Delinquency Reserve component of the Excess Interest Rate collected during that year to redeem PID Bonds as set forth in the Indenture.

N. ADDITIONAL INTEREST RESERVE – NEIGHBORHOOD IMPROVEMENT AREA #3 AND NEIGHBORHOOD IMPROVEMENT AREA #4

Funds generated by the Additional Interest Rate related to the Neighborhood Improvement Areas #3-4 Bonds are held in reserves held under the applicable Trust Indenture (the "Additional Interest Reserve"), which may be used to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Neighborhood Improvement Areas #3-4 Bonds are prepaid, to offset any possible delinquent payments and to make transfers to the Redemption Fund as provided for in the applicable Trust Indenture.

V. SERVICE PLAN

A. INTRODUCTION

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Public Improvements undertaken within the PID during the five-year period. The Major Improvement Area Projects, the Neighborhood Improvement Area #1 Projects, Neighborhood Improvement Area #2 Improvements and Neighborhood Improvement Area #3 Improvements have been constructed and accepted by the City. It is anticipated that it will take approximately 6 months to complete the Neighborhood Improvement Area #4 Improvements and for the City to accept such improvements.

The Actual Costs for the Major Improvement Area Projects plus costs related to the issuance of the Major Improvement Area Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$3,454,050 as shown in Table V-A. The Actual Costs for the Neighborhood Improvement Area #1 Projects plus costs related to the issuance of the Neighborhood Improvement Area #1 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$8,209,506 as shown in Table V-B. The Actual Costs for the Neighborhood Improvement Area #2 Improvements that will benefit Neighborhood Improvement Area #2 Assessed Property plus costs related to the issuance of the Neighborhood Improvement Area #2 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$3,301,974 as shown in Table V-C.2. The Actual Costs for the Neighborhood Improvement Area #3 Projects plus the costs related to the issuance of the Neighborhood Improvement Areas #3-4 Bonds (relating to Neighborhood Improvement Area #3), and payment of expenses incurred in the establishment, administration and operation of the PID is \$1,315,714 as shown in Table V-E. The Actual Costs for the Neighborhood Improvement Area #4 Projects plus the costs related to the issuance of the Neighborhood Improvement Areas #3-4 Bonds (relating to Neighborhood Improvement Area #4), and payment of expenses incurred in the establishment, administration and operation of the PID is \$5,220,053 as shown in Table V-E. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the costs of the Public Improvements, and updating Assessment Roll shown on Appendix A, Appendix B, Appendix C, Appendix D, and Appendix E. Any update to this SAP is herein referred as an “Annual Service Plan Update.”

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Table V-A summarizes the sources and uses of funds required to construct the Major Improvement Area Projects, establish the PID, and issue the Major Improvement Area Bonds. The sources and uses of funds shown in Table V-A shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-A
Major Improvement Area Bonds
Sources and Uses of Funds

Sources of Funds	Amount
Gross Bond Amount	\$3,235,000
Development Agreement Contributions (a)	\$219,050
Owner Contribution (b)	\$1,489,408
Total Sources of Funds	\$4,943,458
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	\$3,792,408
Development Agreement Contributions	
City of Celina Regional Park Improvements	\$219,050
Other Fund Deposits	
Debt Service Reserve Fund (d)	\$230,663
Capitalized Interest (e)	\$403,901
Cost of Issuance	\$200,386
Underwriters Discount/Underwriters Counsel (f)	\$97,050
Total Uses of Funds	\$4,943,458

(a) Per the Development Agreement, the Developer was obligated to make certain payments at the closing of the PID Bonds. These payments are not PID qualified improvements and are not security for the PID Bonds.

(b) The Master Developer funded all costs not covered by the Major Improvement Area Bonds.

(c) See Table III-A and Table IV-C for details.

(d) The PID Bonds will include a debt service reserve fund calculated in accordance with IRS rules.

(e) The PID Bonds will include 28.83 months of capitalized interest.

(f) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.

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Table V-B summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #1 Projects, establish the PID, and issue the Neighborhood Improvement Area #1 Bonds. The sources and uses of funds shown in Table V-B shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-B
Neighborhood Improvement Area #1 Bonds
Sources and Uses of Funds

Sources of Funds	Amount
Gross Bond Amount	\$6,425,000
Development Agreement Contributions (a)	\$365,950
Owner Contribution (b)	\$1,453,266
Total Sources of Funds	\$8,244,216
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	\$6,457,710
Development Agreement Contributions	
City of Celina Regional Park Improvements	\$365,950
Other Fund Deposits	
Debt Service Reserve Fund (d)	\$447,313
Capitalized Interest (e)	\$440,494
Cost of Issuance	\$340,000
Underwriters Discount/Underwriters Counsel (f)	\$192,750
Total Uses of Funds	\$8,244,216

(a) Per the Development Agreement, the Master Developer was obligated to make certain payments at the closing of the PID Bonds. These payments are not PID qualified improvements and are not security for the PID Bonds.

(b) The Master Developer funded all costs not covered by the Neighborhood Improvement Area #1 Bonds.

(c) See Table III-B and Table IV-D for details.

(d) The PID Bonds will include a debt service reserve fund calculated in accordance with IRS rules.

(e) The PID Bonds will include 16.67 months of capitalized interest.

(f) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.

Table V-C.1 summarizes the original sources and uses of funds related to the Neighborhood Improvement Area #2 Improvements under the PID Reimbursement Agreement. Table V-C.2 summarizes the updated sources and uses of funds required to construct the Neighborhood Improvement Area #2 Improvements that will benefit the Neighborhood Improvement Area #2 Assessed Property, pay a portion of the costs related to the administration and operation of the PID and to issue the Neighborhood Improvement Area #2 Bonds. The sources and uses of funds shown in Table V-C.2 shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs.

Table V-C.1
Neighborhood Improvement Area #2 Reimbursement Agreement
Sources and Uses of Funds – Original

Sources of Funds	Amount
Assessments	\$1,900,000
Owner Contribution (a)	\$1,066,841
Total Sources of Funds	\$2,966,841
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (b)	\$2,966,841
Other Costs	\$0
Total Uses of Funds	\$2,966,841

(a) Per the Development Agreement, the Developer is obligated to fund all costs not covered by the collection of Special Assessments levied against the Neighborhood Improvement Area #2 Assessed Property.

(b) See Table III-C for details.

Table V-C.2
Neighborhood Improvement Area #2 Bonds
Sources and Uses of Funds - Updated

Sources of Funds	Amount
Gross Bond Amount	\$1,900,000
Owner Contribution (a)	\$1,401,974
Total Sources of Funds	\$3,301,974
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (b)	\$2,966,841
Other Fund Deposits	
Debt Service Reserve Fund (c)	\$136,133
Cost of Issuance	\$142,000
Underwriters Discount/Underwriters Counsel (d)	\$57,000
Total Uses of Funds	\$3,301,974

(a) The Neighborhood Improvement Area #2 Developer will fund all costs not covered by the net proceeds of the Neighborhood Improvement Area #2 Bonds.

(b) See Table III-C and Table IV-E for details.

(c) The PID Bonds will include a debt service reserve fund calculated in accordance with IRS rules.

(d) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.

Table V-D summarizes the original sources and uses for the PID Reimbursement Agreement relating to the Neighborhood Improvement Area #3 Improvements. An updated sources and uses of funds relating to the Neighborhood Improvement Area #3 Improvements will be provided following the anticipated issue of the Neighborhood Improvement Areas #3-4 Bonds.

Table V-D
Neighborhood Improvement Area #3 Reimbursement Agreement
Sources and Uses of Funds – Original

Sources of Funds	Amount
Assessments	\$995,000
Owner Contribution (a)	\$54,841
Total Sources of Funds	\$1,049,841
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (b)	\$1,049,841
Other Costs	\$0
Total Uses of Funds	\$1,049,841

(a) The Neighborhood Improvement Area #3 Developer will fund all costs not covered by the collection of the Special Assessments levied against the Neighborhood Improvement Area #3 Assessed Property.

(b) See Table III-D for details.

Table V-E summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #3 Improvements and Neighborhood Improvement Area #4 Improvements that will benefit the Neighborhood Improvement Area #3 Assessed Property and Neighborhood Improvement Area #4 Assessed Property, pay a portion of the costs related to the administration and operation of the PID and to issue the Neighborhood Improvement Areas #3-4 Bonds. The sources and uses of funds shown in Table V-E shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs.

Table V-E
Neighborhood Improvement Areas #3-4 Bonds
Sources and Uses of Funds - Updated

Sources of Funds	Neighborhood Improvement Area #3	Neighborhood Improvement Area #4	Total
Neighborhood Improvement Areas #3-4 Bond Amount	\$995,000	\$2,065,000	\$3,060,000
Other funding sources (a)	\$219,966	\$1,171,703	\$1,391,669
Total Sources	\$1,214,966	\$3,236,703	\$4,451,669
Uses of Funds			
Authorized Improvements (b)	\$1,049,841	\$2,779,953	\$3,829,794
Debt Service Reserve Fund	\$65,625	\$147,000	\$212,625
Costs of Issuance	\$69,650	\$144,550	\$214,200
Capitalized Interest	\$0	\$103,250	\$103,250
Underwriter's Discount	\$29,850	\$61,950	\$91,800
Total Uses	\$1,214,966	\$3,236,703	\$4,451,669

(a) The other funding sources represent projected costs of the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements to be paid by the Neighborhood Improvement Area #3 Developer and the Neighborhood Improvement Area #4 Developer, as applicable, in excess of the Neighborhood Improvement Areas #3-4 Bond proceeds.

(b) See Table III-D and Table III-E for details.

The projected Annual Installments for the first five years after the approval of this SAP update for the Major Improvement Area are presented in Table V-E. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-E
Major Improvement Area
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve Delinquency Reserve	Reserve Fund Income	Capitalized Interest	Annual PID Installments
2020 & Prior	\$120,000	\$742,450	\$112,748	\$64,400	(\$14,899)	(\$403,902)	\$620,797
2021	\$65,000	\$165,113	\$33,122	\$15,575	\$0	\$0	\$278,810
2022	\$65,000	\$162,106	\$33,785	\$15,250	\$0	\$0	\$276,141
2023	\$70,000	\$159,100	\$34,461	\$14,925	\$0	\$0	\$278,486
2024	\$70,000	\$155,863	\$35,150	\$14,575	\$0	\$0	\$275,588
2025	\$75,000	\$152,625	\$35,853	\$14,225	\$0	\$0	\$277,703
Total	\$465,000	\$1,537,257	\$285,119	\$138,950	(\$14,899)	(\$403,902)	\$2,007,525

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on 5.38% interest rate, 0.50% additional interest for the Prepayment and Delinquency Reserve and a 30-year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at rate of 2% per year.

The projected Annual Installments for the first five years after the approval of this SAP update for Neighborhood Improvement Area #1 are presented in Table V-F. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-F
Neighborhood Improvement Area #1
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve Delinquency Reserve	Reserve Fund Income	Capitalized Interest	Annual PID Installment
2020 & Prior	\$325,000	\$1,393,451	\$114,748	\$126,915	(\$30,135)	(\$440,494)	\$1,489,485
2021	\$125,000	\$308,094	\$33,122	\$30,500	\$0	\$0	\$496,716
2022	\$125,000	\$302,625	\$33,785	\$29,875	\$0	\$0	\$491,285
2023	\$125,000	\$297,156	\$34,461	\$29,250	\$0	\$0	\$485,867
2024	\$150,000	\$291,688	\$35,150	\$28,625	\$0	\$0	\$505,463
2025	\$150,000	\$285,125	\$35,853	\$27,875	\$0	\$0	\$498,853
Total	\$1,000,000	\$2,878,139	\$287,119	\$273,040	(\$30,135)	(\$440,494)	\$3,967,669

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on 5.13% interest rate, 0.50% additional interest for the Prepayment and Delinquency Reserve and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at rate of 2% per year.

Attachment: Ordinance (Wells North NIA #4- PID Levy)

The projected Annual Installments for the first five years after the approval of this SAP for Neighborhood Improvement Area #2 are presented in Table V-G. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-G
Neighborhood Improvement Area #2
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve Delinquency Reserve	Reserve Fund Income	Capitalized Interest	Annual PID Installments
2020 & Prior	\$40,000	\$47,800	\$29,600	\$0	\$0	\$0	\$117,400
2021	\$40,000	\$68,188	\$25,000	\$9,300	\$0	\$0	\$142,488
2022	\$40,000	\$66,988	\$25,500	\$9,100	\$0	\$0	\$141,588
2023	\$40,000	\$65,788	\$26,010	\$8,900	\$0	\$0	\$140,698
2024	\$40,000	\$64,588	\$26,530	\$8,700	\$0	\$0	\$139,818
2025	\$45,000	\$63,388	\$27,061	\$8,500	\$0	\$0	\$143,949
Total	\$245,000	\$376,738	\$159,701	\$44,500	\$0	\$0	\$825,939

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are calculated using an interest rate of 3.0% for years 202 through 2025, 3.25% for years 2026 through 2030, 3.75% in years 2031 through 2040 and 3.875% in years 2041 through 2049, 0.50% additional interest for the Prepayment and Delinquency Reserve and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2% per year.

The projected Annual Installments for the first five years after the approval of this SAP for the Neighborhood Improvement Area #3 are presented in Table V-H. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-H
Neighborhood Improvement Area #3
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Additional Interest Reserve	Capitalized Interest	Annual PID Installments
2021	\$15,000	\$47,263	\$20,000	\$0	\$0	\$82,263
2022	\$15,000	\$46,550	\$20,200	\$4,900	\$0	\$86,650
2023	\$15,000	\$45,838	\$20,402	\$4,825	\$0	\$86,065
2024	\$20,000	\$45,125	\$20,606	\$4,750	\$0	\$90,481
2025	\$20,000	\$44,175	\$20,812	\$4,650	\$0	\$89,637
2026	\$20,000	\$43,225	\$21,020	\$4,550	\$0	\$88,795
Total	\$105,000	\$272,175	\$123,040	\$23,675	\$0	\$523,890

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are calculated using an interest rate of 4.75%, 0.50% additional interest for the Additional Interest Reserve and a 30 year term for the Neighborhood Improvement Areas #3-4 Bonds. Administrative expenses are estimated to increase at a rate of 2% per year.

Attachment: Ordinance (Wells North NIA #4- PID Levy)

The projected Annual Installments for the first five years after the approval of this SAP for the Neighborhood Improvement Area #4 are presented in Table V-I. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-I
Neighborhood Improvement Area #4
Projected Annual Installments

Period Ending 9/30	Principal Payments	Interest Expense	Administrative Expenses	Additional Interest Reserve	Capitalized Interest	Annual PID Installments
2021	\$0	\$103,250	\$25,000	\$0	(\$103,250)	\$25,000
2022	\$35,000	\$103,250	\$25,500	\$10,325	\$0	\$174,075
2023	\$35,000	\$101,500	\$26,010	\$10,150	\$0	\$172,660
2024	\$35,000	\$99,750	\$26,530	\$9,975	\$0	\$171,255
2025	\$40,000	\$98,000	\$27,061	\$9,800	\$0	\$174,861
2026	\$40,000	\$96,000	\$27,602	\$9,600	\$0	\$173,202
Total	\$185,000	\$601,750	\$157,703	\$49,850	(\$103,250)	\$891,053

Note: The projected Annual Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are calculated using an interest rate of 5.0%, 0.50% additional interest for the Additional Interest Reserve and a 30 year term for the Neighborhood Improvement Areas #3-4 Bonds. Administrative expenses are estimated to increase at a rate of 2% per year.

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Attachment: Ordinance (Wells North NIA #4- PID Levy)

VI. TERMS OF THE SPECIAL ASSESSMENTS

A. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Special Assessments and Annual Installments for the Major Improvement Area Assessed Property are shown on the Major Improvement Area Assessment Roll in Appendix A. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Major Improvement Area Bonds, (ii) to fund the Prepayment Reserve for the Major Improvement Area Bonds, (iii) to fund the Delinquency Reserve for the Major Improvement Area Bonds, and (iv) to cover the Administrative Expenses of the Major Improvement Area.

B. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, NEIGHBORHOOD IMPROVEMENT AREA #3, AND NEIGHBORHOOD IMPROVEMENT AREA #4

The Special Assessments and Annual Installments for each Neighborhood Improvement Area #1 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in Appendix B. The Special Assessments and Annual Installments for each Neighborhood Improvement Area #2 Assessed Property are shown on the Neighborhood Improvement Area #2 Assessment Roll in Appendix C. The Special Assessments and Annual Installments for each Neighborhood Improvement Area #3 Assessed Property are shown on the Neighborhood Improvement Area #3 Assessment Roll in Appendix D. The Special Assessments and Annual Installments for each Neighborhood Improvement Area #4 Assessed Property are shown on the Neighborhood Improvement Area #4 Assessment Roll in Appendix E.

The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected from Neighborhood Improvement Area #1 Assessed Property in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #1 Bonds, (ii) to fund the Prepayment Reserve for the Neighborhood Improvement Area #1 Bonds, (iii) to fund the Delinquency Reserve for the Neighborhood Improvement Area #1 Bonds, and (iv) to cover the Administrative Expenses of Neighborhood Improvement Area #1.

The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected from Neighborhood Improvement Area #2 Assessed Property in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #2 Bonds, (ii) to fund the Prepayment Reserve for the Neighborhood Improvement Area #2 Bonds, (iii) to fund the Delinquency Reserve for the Neighborhood Improvement Area #2 Bonds, and (iv) to cover the Administrative Expenses of Neighborhood Improvement Area #2.

The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected from Neighborhood Improvement Area #3 Assessed Property in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Areas #3-4 Bonds (relating to Neighborhood Improvement Area #3), (ii) to fund the Additional Interest Reserve for the Neighborhood Improvement Areas #3-4 Bonds (relating to Neighborhood Improvement Area #3), (iii) to cover the Administrative Expenses of Neighborhood Improvement Area #3.

The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected from Neighborhood Improvement Area #4 Assessed Property in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Areas #3-4 Bonds (relating to Neighborhood Improvement Area #4), (ii) to fund the Additional Interest Reserve for the Neighborhood Improvement Areas #3-4 Bonds (relating to Neighborhood Improvement Area #4), (iii) to cover the Administrative Expenses of Neighborhood Improvement Area #4.

C. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

When and if Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Special Assessment and Annual Installments associated with the costs of Future Neighborhood Improvement Area Improvements for each Parcel or Lot located within a Future Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by the Assessed Property.

D. REALLOCATION OF ASSESSMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA, NEIGHBORHOOD IMPROVEMENT AREA #1, NEIGHBORHOOD IMPROVEMENT AREA #2, NEIGHBORHOOD IMPROVEMENT AREA #3, AND NEIGHBORHOOD IMPROVEMENT AREA #4

Upon Division Prior to Recording of Subdivision Plat

The Special Assessments for each initial Parcel are based on the estimated build out value for the number and type of expected Lots within that Parcel shown on the parcel map attached hereto as Appendix H (“the Parcel Map”). The number of each type of Lot contained in each Parcel was counted and the amount of Special Assessments shown on Table IV-H.1, Table IV-I.1, Table IV-J.1, Table IV-L.1, and Table IV-N.1 for each Lot type was added up to calculate the amount of the Special Assessment for each Parcel. For example, as shown for Neighborhood Improvement Area #2 on Table IV-J.1, it includes 170 Lots, as well as the Owner’s Association Special Assessment Allocation. Accordingly, the Special Assessment for all Neighborhood Improvement Area #2 Parcels is \$1,900,000. As Lots are platted in accordance with the Parcel Map, each Lot will be assessed the Special Assessment that it was assigned pursuant to Table IV-H.1, Table IV-I.1, Table IV-J.1, Table IV-L.1 and Table IV-N.1.

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation

increase the total Special Assessment for each Lot as identified in Table IV-H.1, Table IV-I.1, Table IV-J.1, Table IV-L.1 and Table IV-N.1.

Upon Subdivision by a Recorded Subdivision Plat

Once a Lot has a Special Assessment applied to it, as shown in Table IV-H.1, Table IV-I.1, Table IV-J.1, Table IV-L.1, and Table IV-N.1, and then proceeds to be subdivided again, in no event will the new subdivision cause the sum of the Special Assessments for the subdivided Lots to be greater than the Special Assessment for the Lot prior to its subdivision.

The allocation method used above is to insure there will not be an increase in the Special Assessment for each specific Parcel. If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in Table IV-H.1, Table IV-I.1, Table IV-J.1, Table IV-L.1, and Table IV-N.1.

Upon Consolidation

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

Upon Change from a Commercial Parcel to a Residential Parcel

Should an owner of an Assessed Property choose to change the intended land use for all or a portion of a Commercial Parcel to a Residential Parcel, the owner will, upon approval for the initial single family residential home building permit from the City, be required to pay down the Special Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Special Assessment that a Lot within its similar Lot type is assessed.

E. REALLOCATION OF ASSESSMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the assessment reallocation methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within each Future Neighborhood Improvement Area.

F. MANDATORY PREPAYMENT OF ASSESSMENTS

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the Special Assessment, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

G. REDUCTION OF SPECIAL ASSESSMENTS

If after all Public Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City shall, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the series of PID Bonds for each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

Similarly, if the City does not undertake some of the Public Improvements to be funded with a series of PID Bonds resulting in excess PID Bond proceeds then the City shall, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in the paragraph immediately above. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

H. PAYMENT OF SPECIAL ASSESSMENTS

1. Payment in Full

The Special Assessment for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.

If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.

Upon payment in full of a Special Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Special Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or Lot owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The City shall provide

the owner of the affected Assessed Property a recordable “Notice of PID Assessment Termination.”

At the option of a Parcel or Lot owner, the Special Assessment on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs, if any, with respect thereto. Upon the payment of such amount for a Parcel or Lot, the Special Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.

2. Payment of Annual Installments

If a Special Assessment is not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel or Lot that is not paid in full will be collected in Annual Installments each year in the amounts shown in the applicable Assessment Roll and which includes interest on the outstanding Special Assessment and Administrative Expenses.

The Annual Installments as listed on the Major Improvement Area Assessment Roll, and the Neighborhood Improvement Area #1 Assessment Roll, have been calculated using the applicable interest rates on the Major Improvement Area Bonds of 4.625%, 5.25% and 5.5%, and the applicable interest rates on the Neighborhood Improvement Area #1 Bonds of 4.375%, 5.00% and 5.25%. The Annual Installments shown in the Neighborhood Improvement Area #2 Assessment Roll have been calculated using the applicable interest rates on the Neighborhood Improvement Area #2 Bonds of 3.00%, 3.25, 3.75% and 3.875%. The Annual Installments shown in the Neighborhood Improvement Area #3 Assessment Roll and the Neighborhood Improvement Area #4 Assessment Roll have been calculated using an interest rate on the Neighborhood Improvement Areas #3-4 Bonds of █%. The Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, the Neighborhood Improvement Area #3 Assessment Roll, and the Neighborhood Improvement Area #4 Assessment Roll, except pursuant to any amendment or update to this SAP.

The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, shall adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Special Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in

the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute “PID Bonds” for purposes of this SAP.

I. COLLECTION OF ANNUAL INSTALLMENTS

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments before Administrative Expenses for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve or Additional Interest Reserve, as required an Indenture relating to PID Bonds. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The Assessments shall have lien priority as specified in the PID Act.

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

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2017.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Neighborhood Improvement Area #2 Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2020.

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #3 Improvements that benefit the Neighborhood Improvement Area #3 Assessed Property will be due when billed, and will be delinquent if not paid prior to the first February 1 following the earlier of (i) the recording of a final subdivision plat in the official public records of the County for the Neighborhood Improvement Area #3 Assessed Property, (ii) upon issuance of the Neighborhood Improvement Areas #3-4 Bonds, or (iii) the second anniversary of the date of Assessment levy.

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #4 Improvements that benefit the Neighborhood Improvement Area #4 Assessed Property will be due when billed, and will be delinquent if not paid prior to the first February 1 following the earlier of (i) the recording of a final subdivision plat in the official public records of the County for the Neighborhood Improvement Area #4 Assessed Property, (ii) upon issuance of the Neighborhood Improvement Areas #3-4 Bonds, or (iii) the second anniversary of the date of Assessment levy.

J. SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BOND ACCOUNT

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.G of this SAP.

K. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #1 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Area #1 Bonds remain after all of the Neighborhood Improvement Area #1 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.G of this SAP.

L. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #2 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Area #2 Bonds remain after all of the Neighborhood Improvement Area #2 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.G of this SAP.

M. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREAS #3-4 BOND ACCOUNT

If proceeds from the Neighborhood Improvement Areas #3-4 Bonds remain after all of the Neighborhood Improvement Area #3 Projects and Neighborhood Improvement Area #4 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.G of this SAP.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT ASSESSMENT ROLL

The City Council has evaluated each Parcel in the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owners Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. Table VII-A summarizes the \$4,724,408 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvements Area Projects, a portion of the costs of the PID formation, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is \$3,235,000, which is less than the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Special Assessment to be applied to all the Major Improvement Area Assessed Property is \$3,235,000 plus annual Administrative Expenses. The Special Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section IV.G. The Major Improvement Area Assessment Roll is attached hereto as Appendix A.

Table VII-A
Major Improvement Area Bonds
Special Benefit Summary

Special Benefit	Total Cost
Major Improvement Area Bonds	
<i>Total Authorized Improvements (a)</i>	<i>\$3,792,408</i>
PID Formation/Bond Costs of Issuance	
Reserve Fund	\$230,663
Capitalized Interest	\$403,901
Underwriter's Discount/Underwriters Counsel	\$97,050
Cost of Issuance	\$200,386
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$932,000</i>
Total Special Benefit	\$4,724,408
Special Benefit	
Total Special Benefit	\$4,724,408
Projected Special Assessment	\$3,235,000
Excess Benefit	\$1,489,408

(a) See Table III-A for details.

Attachment: Ordinance (Wells North NIA #4- PID Levy)

B. NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Neighborhood Improvement Area #1.

The Neighborhood Improvement Area #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #1 Projects. Table VII-B summarizes the \$7,878,267 in special benefit received by the Neighborhood Improvement Area #1 Assessed Property from the Neighborhood Improvement Area #1 Projects, a portion of the costs of the PID formation, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is \$6,425,000, which is less than the benefit received by the Neighborhood Improvement Area #1 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #1 Assessed Property is \$6,425,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section IV.G. The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as Appendix B.

Table VII-B
Neighborhood Improvement Area #1 Bonds
Special Benefit Summary

Special Benefit	Total Cost
Neighborhood Improvement Area #1 Bonds	
<i>Total Authorized Improvements (a)</i>	<i>\$6,457,710</i>
PID Formation/Bond Costs of Issuance	
Reserve Fund	\$447,313
Capitalized Interest	\$440,494
Underwriter's Discount/Underwriters Counsel	\$192,750
Cost of Issuance	\$340,000
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$1,420,557</i>
Total Special Benefit	\$7,878,267
Special Benefit	
Total Special Benefit	\$7,878,267
Projected Special Assessment	\$6,425,000
Excess Benefit	\$1,453,267

(a) See Table III-B for details.

C. NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's

Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Neighborhood Improvement Area #2.

The Neighborhood Improvement Area #2 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #2 Improvements that benefit the Neighborhood Improvement Area #2 Assessed Property. Table VII-C.2 summarizes the \$3,301,974 in special benefit received by the Neighborhood Improvement Area #2 Assessed Property from the Neighborhood Improvement Area #2 Improvements, a portion of the costs of the PID administration, and costs related to financing the Neighborhood Improvement Area #2 Improvements. The amount of the Neighborhood Improvement Area #2 Improvements to be financed by Special Assessments levied against the Neighborhood Improvement Area #2 Assessed Property is \$1,900,000, which is less than the benefit received by the Neighborhood Improvement Area #2 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #2 Assessed Property is \$1,900,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in Section IV.G. The Neighborhood Improvement Area #2 Assessment Roll is attached hereto as Appendix C.

Table VII-C.1
Neighborhood Improvement Area #2 Reimbursement Agreement
Special Benefit Summary (Initial)

Special Benefit	Total Cost
Neighborhood Improvement Area #2 Projects	
<i>Total Authorized Improvements (a)</i>	\$2,877,835
Total Special Benefit	\$2,877,835
Special Benefit	
Total Special Benefit	\$2,877,835
Projected Special Assessment	\$1,900,000
Excess Benefit	\$977,835

(a) See Table III-C for details.

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Table VII-C.2
Neighborhood Improvement Area #2 Bonds
Special Benefit Summary (Updated)

Special Benefit	Total Cost
Neighborhood Improvement Area #2 Bonds	
<i>Total Authorized Improvements (a)</i>	<i>\$2,966,841</i>
PID Formation/Bond Costs of Issuance	
Reserve Fund	\$136,133
Underwriter's Discount/Underwriters Counsel	\$57,000
Cost of Issuance	\$142,000
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$335,133</i>
Total Special Benefit	\$3,301,974
Special Benefit	
Total Special Benefit	\$3,301,974
Projected Special Assessment	\$1,900,000
Excess Benefit	\$1,401,974

(a) See Table III-C for details.

D. NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #3 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Neighborhood Improvement Area #3.

The Neighborhood Improvement Area #3 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #3 Improvements that benefit the Neighborhood Improvement Area #3 Assessed Property. Table VII-D.2 summarizes the \$1,214,966 in special benefit received by the Neighborhood Improvement Area #3 Assessed Property from the Neighborhood Improvement Area #3 Improvements, a portion of the costs of the PID administration, and costs related to financing the Neighborhood Improvement Area #3 Improvements. The amount of the Neighborhood Improvement Area #3 Improvements to be financed by Special Assessments levied against the Neighborhood Improvement Area #3 Assessed Property is \$995,000, which is less than the benefit received by the Neighborhood Improvement Area #3 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #3 Assessed Property is \$995,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #3 Assessed Property is calculated based on the allocation methodologies described in Section IV.G. The Neighborhood Improvement Area #3 Assessment Roll is attached hereto as Appendix D.

Table VII-D.1
Neighborhood Improvement Area #3 Reimbursement Agreement
Special Benefit Summary - Original

Special Benefit	Total Cost
Neighborhood Improvement Area #3 Projects	
<i>Total Authorized Improvements (a)</i>	<i>\$1,049,841</i>
Total Special Benefit	\$1,049,841
Special Benefit	
Total Special Benefit	\$1,049,841
Projected Special Assessment	\$995,000
Excess Benefit	\$54,841

(a) See Table III-D for details.

Table VII-D.2
Neighborhood Improvement Areas #3-4 Bonds
(Relating to Neighborhood Improvement Area #3)
Special Benefit Summary - Updated

Special Benefit	Total Cost
Neighborhood Improvement Areas #3-4 Bonds	
<i>Total Authorized Improvements (a)</i>	<i>\$1,049,841</i>
PID Formation/Bond Costs of Issuance	
Reserve Fund	\$65,625
Underwriter's Discount/Underwriters Counsel	\$29,850
Cost of Issuance	\$69,650
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$165,125</i>
Total Special Benefit	\$1,214,966
Special Benefit	
Total Special Benefit	\$1,214,966
Projected Special Assessment	\$995,000
Excess Benefit	\$219,966

(a) See Table III-D for details.

E. NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #4 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Neighborhood Improvement Area #4.

The Neighborhood Improvement Area #4 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #4

Improvements. Table VII-E summarizes the \$3,236,703 in special benefit received by the Neighborhood Improvement Area #4 Assessed Property from the Neighborhood Improvement Area #4 Improvements, a portion of the costs of the PID formation, and the proportional share of Neighborhood Improvement Areas #3-4 Bond issuance costs. The among of the Neighborhood Improvement Area #4 Improvements to be financed by Special Assessments levied against the Neighborhood Improvement Area #4 Assessed Property is \$2,065,000 which is less than the benefit received by the Neighborhood Improvement Area #4 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #4 Assessed Property is \$2,065,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #4 Assessed Property is calculated based on the allocation methodologies described in Section IV.G. The Neighborhood Improvement Area #4 Assessment Roll is attached hereto as Appendix E.

Table VII-E
Neighborhood Improvement Areas #3-4 Bonds
(Relating to Neighborhood Improvement Area #4)
Special Benefit Summary

Special Benefit	Total Cost
Neighborhood Improvement Area #3-4 Bonds	
<i>Total Authorized Improvements (a)</i>	<i>\$2,779,953</i>
PID Formation/Bond Costs of Issuance	
Reserve Fund	\$147,000
Underwriter's Discount/Underwriters Counsel	\$61,950
Capitalized Interest	\$103,250
Cost of Issuance	\$144,550
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$456,750</i>
Total Special Benefit	\$3,236,703
Special Benefit	
Total Special Benefit	\$3,236,703
Projected Special Assessment	\$2,065,000
Excess Benefit	\$1,171,703

(a) See Table III-E for details.

F. FUTURE NEIGHBORHOOD IMPROVEMENT AREA ASSESSMENT ROLL

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Neighborhood Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

G. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the

identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this SAP and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); (iv) a listing of the major property owners within the PID; and (v) payments of the Special Assessment, if any, as provided by Section VI.H of this SAP.

The Annual Service Plan Update shall reflect the actual interest on the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, and the Neighborhood Improvement Areas #3-4 Bonds, any reduction in the Major Improvement Area Special Assessments, Neighborhood Improvement Area #1 Special Assessments, Neighborhood Improvement Area #2 Special Assessments, Neighborhood Improvement Area #3 Special Assessments, Neighborhood Improvement Area #4 Special Assessments and any revisions in the Actual Costs to be funded by the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, or the Neighborhood Improvement Areas #3-4 Bonds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Owners in writing upon appointing a third-party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

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

B. TERMINATION OF ASSESSMENTS

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special 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 may be made as permitted or required by the PID Act and Texas law.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this SAP, 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 SAP or the application to all or any portion of the Property or other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this SAP that no part thereof, 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 SAP are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP 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
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Appendix A

Major Improvement Area Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
545
\$3,235,000**

Year ¹	Principal	Interest	Administrative Expenses ²	Prepayment Reserve and Delinquency Reserve	Reserve Fund Income	Capitalized Interest	Total Annual Installment ³
9/30/2016	\$0	\$62,576	\$0	\$0	\$0	(\$62,576)	\$0
9/30/2017	\$0	\$170,662	\$30,600	\$16,175	\$0	(\$170,663)	\$46,774
9/30/2018	\$0	\$170,662	\$23,712	\$16,175	\$0	(\$170,663)	\$39,886
9/30/2019	\$60,000	\$170,662	\$31,836	\$16,175	(\$4,000)	\$0	\$274,673
9/30/2020	\$60,000	\$167,888	\$26,600	\$15,875	(\$10,899)	\$0	\$259,464
9/30/2021	\$65,000	\$165,113	\$33,122	\$15,575	\$0	\$0	\$278,810
9/30/2022	\$65,000	\$162,106	\$33,785	\$15,250	\$0	\$0	\$276,141
9/30/2023	\$70,000	\$159,100	\$34,461	\$14,925	\$0	\$0	\$278,486
9/30/2024	\$70,000	\$155,863	\$35,150	\$14,575	\$0	\$0	\$275,588
9/30/2025	\$75,000	\$152,625	\$35,853	\$14,225	\$0	\$0	\$277,703
9/30/2026	\$75,000	\$149,156	\$36,570	\$13,850	\$0	\$0	\$274,576
9/30/2027	\$80,000	\$145,688	\$37,301	\$13,475	\$0	\$0	\$276,464
9/30/2028	\$85,000	\$141,488	\$38,047	\$13,075	\$0	\$0	\$277,610
9/30/2029	\$90,000	\$137,025	\$38,808	\$12,650	\$0	\$0	\$278,483
9/30/2030	\$95,000	\$132,300	\$39,584	\$12,200	\$0	\$0	\$279,084
9/30/2031	\$100,000	\$127,313	\$40,376	\$11,725	\$0	\$0	\$279,414
9/30/2032	\$100,000	\$122,063	\$41,184	\$11,225	\$0	\$0	\$274,472
9/30/2033	\$105,000	\$116,813	\$42,007	\$10,725	\$0	\$0	\$274,545
9/30/2034	\$115,000	\$111,300	\$42,847	\$10,200	\$0	\$0	\$279,347
9/30/2035	\$120,000	\$105,263	\$43,704	\$9,625	\$0	\$0	\$278,592
9/30/2036	\$125,000	\$98,964	\$44,578	\$9,025	\$0	\$0	\$277,567
9/30/2037	\$130,000	\$92,400	\$45,470	\$8,400	\$0	\$0	\$276,270
9/30/2038	\$140,000	\$85,250	\$46,379	\$7,750	\$0	\$0	\$279,379
9/30/2039	\$145,000	\$77,550	\$47,307	\$7,050	\$0	\$0	\$276,907
9/30/2040	\$155,000	\$69,575	\$48,253	\$6,328	\$0	\$0	\$279,156
9/30/2041	\$160,000	\$61,050	\$49,218	\$5,550	\$0	\$0	\$275,818
9/30/2042	\$170,000	\$52,250	\$50,203	\$4,750	\$0	\$0	\$277,203
9/30/2043	\$180,000	\$42,900	\$51,207	\$3,900	\$0	\$0	\$278,007
9/30/2044	\$190,000	\$33,000	\$52,231	\$3,000	\$0	\$0	\$278,231
9/30/2045	\$200,000	\$22,550	\$53,275	\$2,050	\$0	\$0	\$277,875
9/30/2046	\$210,000	\$11,550	\$54,341	\$1,050	\$0	\$0	\$276,941
Total	\$3,235,000	\$3,472,705	\$1,228,009	\$316,553	(\$14,899)	(\$403,902)	\$7,833,466

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming a 5.38% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Ordinance (Wells North NIA #4- PID Levy)

APPENDIX B
NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

Appendix B

Neighborhood Improvement Area #1 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
337
\$6,425,000**

Year ¹	Principal	Interest	Administrative Expenses ²	Prepayment Reserve and Delinquency Reserve	Reserve Fund Income	Capitalized Interest	Total Annual Installment ³
9/30/2016	\$0	\$118,181	\$0	\$0	\$0	(\$118,181)	\$0
9/30/2017	\$0	\$322,314	\$30,600	\$32,125	\$0	(\$322,313)	\$62,726
9/30/2018	\$100,000	\$322,314	\$23,712	\$32,125	\$0	\$0	\$478,151
9/30/2019	\$100,000	\$317,938	\$31,836	\$31,625	(\$9,000)	\$0	\$472,399
9/30/2020	\$125,000	\$312,704	\$28,600	\$31,040	(\$21,135)	\$0	\$476,209
9/30/2021	\$125,000	\$308,094	\$33,122	\$30,500	\$0	\$0	\$496,716
9/30/2022	\$125,000	\$302,625	\$33,785	\$29,875	\$0	\$0	\$491,285
9/30/2023	\$125,000	\$297,156	\$34,461	\$29,250	\$0	\$0	\$485,867
9/30/2024	\$150,000	\$291,688	\$35,150	\$28,625	\$0	\$0	\$505,463
9/30/2025	\$150,000	\$285,125	\$35,853	\$27,875	\$0	\$0	\$498,853
9/30/2026	\$150,000	\$278,563	\$36,570	\$27,125	\$0	\$0	\$492,258
9/30/2027	\$150,000	\$272,000	\$37,301	\$26,375	\$0	\$0	\$485,676
9/30/2028	\$175,000	\$264,500	\$38,047	\$25,625	\$0	\$0	\$503,172
9/30/2029	\$175,000	\$255,750	\$38,808	\$24,750	\$0	\$0	\$494,308
9/30/2030	\$175,000	\$247,000	\$39,584	\$23,875	\$0	\$0	\$485,459
9/30/2031	\$200,000	\$238,250	\$40,376	\$23,000	\$0	\$0	\$501,626
9/30/2032	\$200,000	\$228,250	\$41,184	\$22,000	\$0	\$0	\$491,434
9/30/2033	\$200,000	\$218,250	\$42,007	\$21,000	\$0	\$0	\$481,257
9/30/2034	\$225,000	\$208,250	\$42,847	\$20,000	\$0	\$0	\$496,097
9/30/2035	\$225,000	\$197,000	\$43,704	\$18,875	\$0	\$0	\$484,579
9/30/2036	\$250,000	\$185,750	\$44,578	\$17,750	\$0	\$0	\$498,078
9/30/2037	\$250,000	\$173,250	\$45,470	\$16,500	\$0	\$0	\$485,220
9/30/2038	\$275,000	\$160,125	\$46,379	\$15,250	\$0	\$0	\$496,754
9/30/2039	\$275,000	\$145,688	\$47,307	\$13,875	\$0	\$0	\$481,870
9/30/2040	\$300,000	\$131,250	\$48,253	\$12,500	\$0	\$0	\$492,003
9/30/2041	\$325,000	\$115,500	\$49,218	\$11,000	\$0	\$0	\$500,718
9/30/2042	\$325,000	\$98,438	\$50,203	\$9,375	\$0	\$0	\$483,016
9/30/2043	\$350,000	\$81,375	\$51,207	\$7,750	\$0	\$0	\$490,332
9/30/2044	\$375,000	\$63,000	\$52,231	\$6,000	\$0	\$0	\$496,231
9/30/2045	\$400,000	\$43,313	\$53,275	\$4,125	\$0	\$0	\$500,713
9/30/2046	\$425,000	\$22,313	\$54,341	\$2,125	\$0	\$0	\$503,779
Total	\$6,425,000	\$6,505,954	\$1,230,009	\$621,915	(\$30,135)	(\$440,494)	\$14,312,249

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming a 5.13% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Ordinance (Wells North NIA #4- PID Levy)

APPENDIX C
NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix C Neighborhood Improvement Area #2 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
174
\$1,900,000**

Year ¹	Principal	Interest	Administrative Expenses ²	Prepayment Reserve and Delinquency Reserve	Reserve Fund Income	Capitalized Interest	Total Annual Installment ³
9/30/2020	\$40,000	\$47,800	\$29,600	\$0	\$0	\$0	\$117,400
9/30/2021	\$40,000	\$68,188	\$25,000	\$9,300	\$0	\$0	\$142,488
9/30/2022	\$40,000	\$66,988	\$25,500	\$9,100	\$0	\$0	\$141,588
9/30/2023	\$40,000	\$65,788	\$26,010	\$8,900	\$0	\$0	\$140,698
9/30/2024	\$40,000	\$64,588	\$26,530	\$8,700	\$0	\$0	\$139,818
9/30/2025	\$45,000	\$63,388	\$27,061	\$8,500	\$0	\$0	\$143,949
9/30/2026	\$45,000	\$62,038	\$27,602	\$8,275	\$0	\$0	\$142,915
9/30/2027	\$45,000	\$60,575	\$28,154	\$8,050	\$0	\$0	\$141,779
9/30/2028	\$45,000	\$59,113	\$28,717	\$7,825	\$0	\$0	\$140,655
9/30/2029	\$45,000	\$57,650	\$29,291	\$7,600	\$0	\$0	\$139,541
9/30/2030	\$45,000	\$56,188	\$29,877	\$7,375	\$0	\$0	\$138,440
9/30/2031	\$50,000	\$54,725	\$30,475	\$7,150	\$0	\$0	\$142,350
9/30/2032	\$50,000	\$52,850	\$31,084	\$6,900	\$0	\$0	\$140,834
9/30/2033	\$50,000	\$50,975	\$31,706	\$6,650	\$0	\$0	\$139,331
9/30/2034	\$50,000	\$49,100	\$32,340	\$6,400	\$0	\$0	\$137,840
9/30/2035	\$55,000	\$47,225	\$32,987	\$6,150	\$0	\$0	\$141,362
9/30/2036	\$55,000	\$45,163	\$33,647	\$5,875	\$0	\$0	\$139,685
9/30/2037	\$60,000	\$43,100	\$34,320	\$5,600	\$0	\$0	\$143,020
9/30/2038	\$60,000	\$40,850	\$35,006	\$5,300	\$0	\$0	\$141,156
9/30/2039	\$60,000	\$38,600	\$35,706	\$5,000	\$0	\$0	\$139,306
9/30/2040	\$60,000	\$36,350	\$36,420	\$4,700	\$0	\$0	\$137,470
9/30/2041	\$65,000	\$34,100	\$37,149	\$4,400	\$0	\$0	\$140,649
9/30/2042	\$65,000	\$31,581	\$37,892	\$4,075	\$0	\$0	\$138,548
9/30/2043	\$70,000	\$29,063	\$38,649	\$3,750	\$0	\$0	\$141,462
9/30/2044	\$70,000	\$26,350	\$39,422	\$3,400	\$0	\$0	\$139,172
9/30/2045	\$70,000	\$23,638	\$40,211	\$3,050	\$0	\$0	\$136,899
9/30/2046	\$75,000	\$20,925	\$41,015	\$2,700	\$0	\$0	\$139,640
9/30/2047	\$150,000	\$18,019	\$41,835	\$2,325	\$0	\$0	\$212,179
9/30/2048	\$155,000	\$12,206	\$42,672	\$1,575	\$0	\$0	\$211,453
9/30/2049	\$160,000	\$6,200	\$43,526	\$800	\$0	\$0	\$210,526
Total	\$1,900,000	\$1,333,319	\$999,404	\$169,425	\$0	\$0	\$4,402,148

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming an interest rate of 3.0% for years 2020 through 2025, 3.25% for years 2026 through 2030, 3.75% in years 2031 through 2040 and 3.875% in years 2041 through 2049

Attachment: Ordinance (Wells North NIA #4- PID Levy)

APPENDIX D
NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

Attachment: Ordinance (Wells North NIA #4- PID Levy)

Appendix D Neighborhood Improvement Area #3 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
60
\$995,000**

Year ¹	Principal	Interest	Administrative Expenses ²	Additional Interest Reserve	Capitalized Interest	Total Annual Installment ³
9/30/2021	\$15,000	\$47,263	\$20,000	\$0	\$0	\$82,263
9/30/2022	\$15,000	\$46,550	\$20,200	\$4,900	\$0	\$86,650
9/30/2023	\$15,000	\$45,838	\$20,402	\$4,825	\$0	\$86,065
9/30/2024	\$20,000	\$45,125	\$20,606	\$4,750	\$0	\$90,481
9/30/2025	\$20,000	\$44,175	\$20,812	\$4,650	\$0	\$89,637
9/30/2026	\$20,000	\$43,225	\$21,020	\$4,550	\$0	\$88,795
9/30/2027	\$20,000	\$42,275	\$21,230	\$4,450	\$0	\$87,955
9/30/2028	\$20,000	\$41,325	\$21,443	\$4,350	\$0	\$87,118
9/30/2029	\$25,000	\$40,375	\$21,657	\$4,250	\$0	\$91,282
9/30/2030	\$25,000	\$39,188	\$21,874	\$4,125	\$0	\$90,186
9/30/2031	\$25,000	\$38,000	\$22,092	\$4,000	\$0	\$89,092
9/30/2032	\$25,000	\$36,813	\$22,313	\$3,875	\$0	\$88,001
9/30/2033	\$30,000	\$35,625	\$22,313	\$3,750	\$0	\$91,688
9/30/2034	\$30,000	\$34,200	\$22,313	\$3,600	\$0	\$90,113
9/30/2035	\$30,000	\$32,775	\$22,313	\$3,450	\$0	\$88,538
9/30/2036	\$30,000	\$31,350	\$22,313	\$3,300	\$0	\$86,963
9/30/2037	\$35,000	\$29,925	\$22,313	\$3,150	\$0	\$90,388
9/30/2038	\$35,000	\$28,263	\$22,313	\$2,975	\$0	\$88,551
9/30/2039	\$35,000	\$26,600	\$22,313	\$2,800	\$0	\$86,713
9/30/2040	\$40,000	\$24,938	\$22,313	\$2,625	\$0	\$89,876
9/30/2041	\$40,000	\$23,038	\$22,313	\$2,425	\$0	\$87,776
9/30/2042	\$40,000	\$21,138	\$22,313	\$2,225	\$0	\$85,676
9/30/2043	\$45,000	\$19,238	\$22,313	\$2,025	\$0	\$88,576
9/30/2044	\$45,000	\$17,100	\$22,313	\$1,800	\$0	\$86,213
9/30/2045	\$50,000	\$14,963	\$22,313	\$1,575	\$0	\$88,851
9/30/2046	\$50,000	\$12,588	\$22,313	\$1,325	\$0	\$86,226
9/30/2047	\$55,000	\$10,213	\$22,313	\$1,075	\$0	\$88,601
9/30/2048	\$55,000	\$7,600	\$22,313	\$800	\$0	\$85,713
9/30/2049	\$60,000	\$4,987	\$22,313	\$525	\$0	\$87,826
9/30/2050	\$45,000	\$2,137	\$22,313	\$225	\$0	\$69,676
Total	\$995,000	\$886,825	\$655,291	\$88,375	\$0	\$2,625,491

Attachment: Ordinance (Wells North NIA #4- PID Levy)

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming an estimated 5.0% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

APPENDIX E
PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL

Attachment: Ordinance (Wells North NIA #4- PID Levy)

Appendix E

Proposed Neighborhood Improvement Area #4 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
152
\$2,065,000**

Year ¹	Principal	Interest	Administrative Expenses ²	Additional Interest Reserve	Capitalized Interest	Total Annual Installment ³
9/30/2021	\$0	\$103,250	\$25,000	\$0	(\$103,250)	\$25,000
9/30/2022	\$35,000	\$103,250	\$25,500	\$10,325	\$0	\$174,075
9/30/2023	\$35,000	\$101,500	\$26,010	\$10,150	\$0	\$172,660
9/30/2024	\$35,000	\$99,750	\$26,530	\$9,975	\$0	\$171,255
9/30/2025	\$40,000	\$98,000	\$27,061	\$9,800	\$0	\$174,861
9/30/2026	\$40,000	\$96,000	\$27,602	\$9,600	\$0	\$173,202
9/30/2027	\$40,000	\$94,000	\$28,154	\$9,400	\$0	\$171,554
9/30/2028	\$45,000	\$92,000	\$28,717	\$9,200	\$0	\$174,917
9/30/2029	\$45,000	\$89,750	\$29,291	\$8,975	\$0	\$173,016
9/30/2030	\$50,000	\$87,500	\$29,877	\$8,750	\$0	\$176,127
9/30/2031	\$50,000	\$85,000	\$30,475	\$8,500	\$0	\$173,975
9/30/2032	\$55,000	\$82,500	\$31,084	\$8,250	\$0	\$176,834
9/30/2033	\$55,000	\$79,750	\$31,706	\$7,975	\$0	\$174,431
9/30/2034	\$60,000	\$77,000	\$32,340	\$7,700	\$0	\$177,040
9/30/2035	\$60,000	\$74,000	\$32,987	\$7,400	\$0	\$174,387
9/30/2036	\$65,000	\$71,000	\$33,647	\$7,100	\$0	\$176,747
9/30/2037	\$70,000	\$67,750	\$34,320	\$6,775	\$0	\$178,845
9/30/2038	\$70,000	\$64,250	\$35,006	\$6,425	\$0	\$175,681
9/30/2039	\$75,000	\$60,750	\$35,706	\$6,075	\$0	\$177,531
9/30/2040	\$80,000	\$57,000	\$36,420	\$5,700	\$0	\$179,120
9/30/2041	\$85,000	\$53,000	\$37,149	\$5,300	\$0	\$180,449
9/30/2042	\$90,000	\$48,750	\$37,892	\$4,875	\$0	\$181,517
9/30/2043	\$90,000	\$44,250	\$38,649	\$4,425	\$0	\$177,324
9/30/2044	\$95,000	\$39,750	\$39,422	\$3,975	\$0	\$178,147
9/30/2045	\$100,000	\$35,000	\$40,211	\$3,500	\$0	\$178,711
9/30/2046	\$105,000	\$30,000	\$41,015	\$3,000	\$0	\$179,015
9/30/2047	\$110,000	\$24,750	\$41,835	\$2,475	\$0	\$179,060
9/30/2048	\$120,000	\$19,250	\$42,672	\$1,925	\$0	\$183,847
9/30/2049	\$125,000	\$13,250	\$43,526	\$1,325	\$0	\$183,101
9/30/2050	\$140,000	\$7,000	\$44,396	\$700	\$0	\$192,096
Total	\$2,065,000	\$1,999,000	\$1,014,202	\$189,575	(\$103,250)	\$5,164,527

1 – The 9/30/XX dates represent the fiscal year end for the Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming an estimated 5.0% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Ordinance (Wells North NIA #4- PID Levy)

APPENDIX F
LEGAL DESCRIPTION FOR PARCELS WITHIN THE PID

Appendix F

Legal Descriptions for Parcels within PID

LAND DESCRIPTION ENTIRE PID PROPERTY (approximately 244.136 acres)

TRACT 1:

233.738 ACRES

BEING a tract of land out of the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No. 2005-0005697, Official Public Records of Real Property of Collin County, Texas, said tract also being part of a tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343, Deed Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a ½" iron rod found in County Road No. 88 at the northeast corner of a called 35.814 acre tract of land described in Special Warranty Deed to CTMGT CR 2C FL-2, LLC, recorded in Instrument No. 20130829001223660, Official Public Records of Collin County;

THENCE along the east line of said 35.814 acre tract, South 00°33'04" East, a distance of 39.13 feet to a 5/8" iron rod with "KHA" cap found in the south right-of-way line of said County Road No. 88, for the northwest corner of a called 75.0000 acre tract of land described in Special Warranty Deed to Collin County Community College District, recorded in Instrument No. 20090818001039820, Official Public Records of Collin County;

THENCE departing the said east line of called 35.814 acre tract, along the south right-of-way line of said County Road No. 88 and the north line of said 75.0000 acre tract, the following courses and distances:

North 89°38'04" East, a distance of 854.43 feet to a 5/8" iron rod with "KHA" cap found for corner at the beginning of a tangent curve to the right with a radius of 1,356.38 feet, a central angle of 39°54'51" and a chord bearing and distance of South 70°24'31" East, 925.91 feet;

In a southeasterly direction along said curve, an arc distance of 944.90 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a reverse curve to the left with a radius of 1,396.84 feet, a central angle of 40°11'41" and a chord bearing and distance of South 70°32'56" East, 959.96 feet for the northeast corner of said 75.000 acre tract and the POINT OF BEGINNING;

THENCE continuing along the south right-of-way line of said County Road No. 88, the following courses and distances:

In a southeasterly direction along said curve, an arc distance of 979.93 feet to a 5/8" iron rod with "KHA" cap found at the end of said curve;

North 89°21'13" East, a distance of 22.58 feet (Deed 22.79') to a 5/8" iron rod with "KHA" cap found for corner in the west line of a called 115.503 acre tract of land described in Special Warranty Deed to Westgate 115 Investors, L.P., recorded in Instrument No. 20130621000869270, Official Public Records of Collin County, Texas; from said point a 1/2" iron rod with "Metroplex 1849" cap found for witness bears North 00°55'47" West, a distance of 6.25 feet;

THENCE along the said west line of called 115.503 acre tract, South 00°55'47" East, at a distance of 1,949.66 feet, passing a 1/2" iron rod with "Metroplex 1849" cap found, continuing along the west line of said 115.503 acre tract, at a distance of 3,612.06 feet, passing the northwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20080310000279150, Official Public Records of Collin County, Texas, continuing along the west line of said Wood tract, at a distance of 4,075.82 feet, passing a 1/2" iron rod found at the southwest corner of said Wood tract and the northwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas, continuing with the west line of the second referenced Wood tract, in all a total distance of 4,629.12 feet to a 5/8" iron rod with "KHA" cap found for corner in County Road No. 83;

THENCE departing the said west line of the second reference Wood tract and along the north right-of-way line of County Road No. 83 and the north line of a called 76.69 acre tract of land described in Special Warranty Deed to Collin County Investments, Ltd., recorded in Volume 5419, Page 2461, Official Public Records of Collin

Attachment: Ordinance (Wells North NIA #4- PID Levy)

County, Texas, South 89°30'11" West, a distance of 2,678.92 feet (Deed calls 2,663.76 feet) to a PK nail found for the southeast corner of The Carter Ranch Phase III, an addition to the City of Celina according to the plat recorded in Cabinet 2006, Page 460 of the Map Records of Collin County, Texas and in Instrument No. 20060714010003020, of Official Public Records of Collin County, Texas;

THENCE North 00°33'04" West, at a distance of 58.02 feet, passing the southeast corner of Lot IX, Block B, said The Carter Ranch Phase III, continuing along the east line of said Block B, at a distance of 1,052.02 feet, passing a 5/8" iron rod with "Huitt Zollars" cap found at the northeast corner of Lot 26 of said Block B and the southeast corner of the east terminus of Andalusian Trail (a 50-foot wide right-of-way), continuing along the said east terminus of Andalusian Trail, at a distance of 1,102.02 feet, passing a 5/8" iron rod with "Huitt Zollars" cap found at the northeast corner of the said east terminus of Andalusian Trail and the southeast corner of Lot 20, Block L, said The Carter Ranch Phase III, continuing along the east line of said Block L, at a distance of 1,801.02 feet, passing the northeast corner of Lot 1X, of said Block L and the southeast corner of the east terminus of Carter Ranch Boulevard (an 80-foot wide right-of-way), continuing along the said east terminus of Carter Ranch Boulevard, at a distance of 1,881.02 feet, passing the northeast corner of said terminus of Carter Ranch Boulevard and the southeast corner of Lot Z-1, Block Z, The Carter Ranch Phase IIA, an addition to the City of Celina, Texas according to the plat recorded in Cabinet 2007, Page 292, Map Records of Collin County, Texas and in Instrument No. 20070531010001890, Official Public Records of Collin County, Texas, continuing along the east line of said

Block Z, at a distance of 3,149.24 feet to a 5/8" iron rod with "KHA" cap found for the southwest corner of aforesaid called 75.000 acre tract;

THENCE along the south line of said 75.000 acre tract, North 89°26'56" East, a distance of 1,665.00 to a 5/8" iron rod with "KHA" cap found at the southeast corner of said 75.000 acre tract;

THENCE, along the east line of said 75.000 acre tract, the following courses and distances:

North 00°33'04" West, a distance of 242.54 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the left having a central angle of 23°51'09", a radius of 1,000.00 feet, a chord bearing and distance of North 12°28'39" West, 413.30 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 416.30 feet to a 5/8" iron rod with "KHA" cap found for corner;

North 24°24'13" West, a distance of 239.76 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the right having a central angle of 63°57'09", a radius of 750.00 feet, a chord bearing and distance of North 7°34'21" East, 794.35 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 837.13 feet to a 5/8" iron rod with "KHA" cap found for corner;

North 39°32'55" East, a distance of 200.00 feet to the POINT OF BEGINNING and containing 233.738 acres or 10,181,614 square feet of land, more or less.

TRACT 2 10.3980 ACRES

BEING a tract of land out of the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No.

2005-0005697, Official Public Records of Real Property of Collin County, Texas, and also being part of the tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343 of the Deed Records of Collin County, Texas; said tract also being all of the same resultant tract of land defined by the Right-of-Way Dedication to Collin County recorded in Instrument No. 20061122001662300, Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in County Road No. 88 at the northeast corner of a called 35.814 acre tract of land described in Special Warranty Deed to CTMGT CR 2C FL-2, LLC recorded in Instrument No. 20130829001223660, Official Public Records of Collin County, Texas;

THENCE along the east line of said 35.814 acre tract, South 00°33'04" East a distance of 39.13 feet to a 5/8" iron rod with "KHA" cap found on the south right-of-way line of said County Road No. 88, for the northwest corner of a called 75.0000 acre tract of land described in Special Warranty Deed to Collin County Community College District recorded in Instrument No. 20090818001039820, Official Public Records of Collin County;

THENCE, along the south right-of-way line of County Road No. 88 and north line of said 75.0000 acre tract, North 89°38'04" East, a distance of 854.43 feet to a 5/8" iron rod with "KHA" cap found for the point of beginning of a tangent curve to the right;

THENCE, departing the said south right-of-way line of County Road No. 88 and north line of said 75.000 acre tract, South 88°48'06" West, a distance of 511.14 feet to a 5/8" iron rod with "KHA" cap set for corner on a north right-of-way line of said County Road No. 88 for the POINT OF BEGINNING;

THENCE along a south right-of-way line of said County Road No. 88, the following courses and distances:

North 00°50'34" West, a distance of 25.47 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 89°09'26" East, a distance of 1,192.91 feet to a 5/8" iron rod with "KHA" cap found for corner at the northern most end of a right-of-way corner clip at the intersection of said south right-of-way line and the west right-of-way line of County Road No. 86 (a variable width right-of-way);

THENCE along said right-of-way corner clip, South 45°30'03" East, a distance of 70.29 feet to a 5/8" iron rod with "KHA" cap found for corner at the southernmost end of said corner clip;

THENCE along the said west right-of-way line of County Road No. 86, South 00°09'32" East, a distance of 533.28 feet to a 5/8" iron rod with "KHA" cap found for corner at the intersection of the said west right-of-way line of County Road No. 86 and the north right-of-way line of County Road No. 88; said point also being at the beginning of a non-tangent curve to the right having a radius of 1,316.84 feet, a central angle of 39°15'29", a chord bearing and distance of North 70°04'50" West, 884.73 feet;

THENCE along the said north right-of-way line of County Road No. 88, the following courses and distances:

In a northwesterly direction, along said curve, an arc distance 902.28 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a reverse curve to the left with a radius of 1,436.38 feet, a central angle of 19°04'36", and a chord bearing and distance of North 59°59'23" West, 476.04 feet;

In a northwesterly direction, along said curve, an arc distance of 478.24 feet to the POINT OF BEGINNING and containing 10.3980 acres or 452,936 square feet of land.

LAND DESCRIPTION

Neighborhood Improvement Area #1
(approximately 91.35 acres)

WHEREAS Bluewood Phase 1, LLC, Celina Development North, LLC, and Celina Independent School District are the owners of a tract of land situated in the John Cahill Survey, Abstract No. 171, and in the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being a portion of a tract of land described in instrument to Bluewood Phase 1, LLC, recorded in Document No. 20161114001545920 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being a portion of a tract of land described in instrument to Celina Development North, LLC, recorded in Document No. 20160324000349770, O.P.R.C.C.T., and also being a portion of Streets 1, 2, and 3 as described in instrument to the City of Celina, recorded in Document No. 20160421000479030 and corrected in Document No. 20160831001160750, O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars Cap at the southwest corner of a called 75.0000 acre tract of land described in instrument to Collin County Community College District, recorded under Document No. 20090818001039820, O.P.R.C.C.T., and being in the east line of The Carter Ranch Phase IIA, an addition to the City of Celina, Texas, recorded in Cabinet 2007, Page 292 of the Map Records of Collin County Texas (M.R.C.C.T.);

THENCE, North 89 degrees 26 minutes 56 seconds East along the south line of said Collin County Community College District tract, passing at a distance of 1,665.00 feet a 5/8 inch iron rod found with plastic cap stamped □□□□ at the southeast corner of said Collin County Community College District tract, in all a total distance of 1,704.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 115.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 26 minutes 56 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 26 minutes 56 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 117.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 26 minutes 56 seconds East, a distance of 200.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 82 degrees 37 minutes 23 seconds East, a distance of 74.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 67 degrees 33 minutes 04 seconds East, a distance of 245.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 74 degrees 01 minute 18 seconds East, a distance of 28.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 80 degrees 47 minutes 31 seconds East, a distance of 48.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 04 minutes 13 seconds East, a distance of 263.93 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 55 minutes 47 seconds West, a distance of 6.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 04 minutes 13 seconds East, a distance of 117.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 55 minutes 47 seconds East, a distance of 550.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 04 minutes 13 seconds West, a distance of 117.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 55 minutes 47 seconds East, a distance of 36.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 04 minutes 13 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 55 minutes 47 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 04 minutes 13 seconds West, a distance of 310.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 86 degrees 27 minutes 31 seconds West, a distance of 47.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 76 degrees 22 minutes 01 second West, a distance of 44.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 67 degrees 33 minutes 04 seconds West, a distance of 249.83 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 83 degrees 14 minutes 35 seconds West, a distance of 41.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 26 minutes 56 seconds West, a distance of 121.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 118.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 91.43 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 34 degrees 30 minutes 10 seconds East, a distance of 131.20 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 07 degrees 51 minutes 53 seconds, a radius of 303.50 feet, subtended by a 41.63 foot chord which bears South 69 degrees 33 minutes 11 seconds East;

THENCE, along said curve to the left an arc distance of 41.66 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 16 degrees 30 minutes 52 seconds West, a distance of 14.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 03 degrees 36 minutes 42 seconds, a radius of 317.50 feet, subtended by a 20.01 foot chord which bears South 75 degrees 17 minutes 29 seconds East;

THENCE, along said curve to the left an arc distance of 20.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 16 degrees 30 minutes 52 seconds West, a distance of 65.11 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the right having a central angle of 02 degrees 59 minutes 50 seconds, a radius of 382.50 feet, subtended by a 20.01 foot chord which bears North 74 degrees 59 minutes 03 seconds West;

THENCE, along said curve to the right an arc distance of 20.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 16 degrees 30 minutes 52 seconds West, a distance of 32.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 350.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 41 degrees 31 minutes 49 seconds West, a distance of 11.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 106.49 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 230.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 39.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 20 degrees 43 minutes 47 seconds, a radius of 540.00 feet, subtended by a 194.31 foot chord which bears South 09 degrees 52 minutes 04 seconds West;

THENCE, along said curve to the right an arc distance of 195.37 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 23.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 21.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 247.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 247.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 43.39 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 109.05 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 193.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 13.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 130.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the north right of way line of County Road 83 (70 foot wide right of way) as described in instrument to the City of Celina, recorded in Document No. 20160421000479030 , O.P.R.C.C.T;

THENCE, South 89 degrees 30 minutes 11 seconds West, along the north right of way line of said County Road 83, a distance of 632.89 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, departing the north right of way line of said County Road 83, a distance of 28.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 120.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, a distance of 304.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 96.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 25 degrees 00 minutes 00 seconds, a radius of 225.00 feet, subtended by a 97.40 foot chord which bears South 77 degrees 59 minutes 49 seconds East;

THENCE, along said curve to the right an arc distance of 98.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 93.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 281 degrees 58 minutes 50 seconds, a radius of 60.00 feet, subtended by a 75.53 foot chord which bears North 38 degrees 53 minutes 19 seconds East;

THENCE, along said curve to the left an arc distance of 295.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 115.71 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 50.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 115.71 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 123.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 237.62 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 79 degrees 43 minutes 51 seconds West, a distance of 50.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 395.96 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 108.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 45 degrees 29 minutes 49 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 23.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 23.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 44 degrees 30 minutes 11 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 22.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, a distance of 22.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 45 degrees 29 minutes 49 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 215.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 44 degrees 30 minutes 11 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 25.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, a distance of 30.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 120.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the east line of The Carter Ranch Phase III, an addition to the City of Celina, Texas, recorded in Cabinet 2006, Page 460, M.R.C.C.T. ;

THENCE, along the easterly lines of The Carter Ranch Phase III, an addition to the City of Celina, Texas, recorded in Cabinet 2006, Page 460, M.R.C.C.T., and said Carter Ranch Phase IIA, North 00 degrees 33 minutes 04 seconds West, passing at a distance of 1,199.00 feet a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeast corner of Carter Ranch Road (an 80 foot right of way), as shown on said Carter Ranch IIA plat, in all a total distance of 2,467.11 feet to the POINT OF BEGINNING and CONTAINING 103.35 acres of land, more or less.

SAVE & EXCEPT TRACT

BEING all of a 12.00 acre tract of land described in instrument to Celina Independent School District, recorded in Document No. 20160404000401310, O.P.R.C.C.T.,

GROSS AREA - 103.35 Acres

NET AREA - 91.35 Acres

LAND DESCRIPTION

Neighborhood Improvement Area #2
(approximately 33.60 acres)

WHEREAS BLUEWOOD PHASE 2A, is the owner of a tract of land situated in the J. Cahill Survey, Abstract No. 171, City of Celina, Collin County, Texas, the subject tract being a portion of a tract conveyed to Celina Development North, LLC, as described by deed recorded in Document No. 20160609000720900 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap found for an inset corner of Bluewood Phase 1, an addition recorded in Cabinet 2017, Page 745, Plat Records, Collin County, Texas (PRCCT), being the southwest corner of Lot 1, Block H thereof;

THENCE along the common line of Bluewood Phase 1, the following:

N 89°27'08" E, 121.21 feet;

S 83°14'23" E, 41.23 feet;

S 67°32'52" E, 249.83 feet;

S 76°21'49" E, 44.00 feet to a 5/8" iron rod with plastic cap found;

S 86°27'19" E, 47.78 feet to a 5/8" iron rod with plastic cap found;

N 89°04'25" E, 310.00 feet to a 5/8" iron rod with plastic cap found;

S 00°55'35" E, 20.00 feet;

N 89°04'25" E, 50.00 feet;

N 00°55'35" W, 36.87 feet to a 5/8" iron rod with plastic cap found;

And N 89°04'25" E, 117.07 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for southeasterly corner of Bluewood Phase 1, and being on the west line of a tract conveyed to Westgate HS Celina Investments LP, recorded in Document No. 20171219001670750 DRCCT;

S 00°55'35" E, along the west line thereof, passing at 1188.54 a southwest corner thereof, and being the northwest corner of a tract conveyed to City of Celina, recorded in Document No. 20170710000893950 DRCCT, and continuing along the west line thereof a total distance of 1327.59 feet;

THENCE departing the west line thereof, the following:

S 89°04'25" W, 117.07 feet;

N 00°55'35" W, 95.09 feet;

S 89°04'25" W, 616.70 feet;

A tangent curve to the left having a central angle of 13°01'11", a radius of 360.00 feet, a chord of S 82°33'50" W - 81.63 feet, an arc length of 81.81 feet;

S 76°03'15" W, 67.87 feet;

A tangent curve to the right having a central angle of 13°27'09", a radius of 640.00 feet, a chord of S 82°46'49" W - 149.92 feet, an arc length of 150.26 feet;

S 89°30'23" W, 97.22 feet;

And a tangent curve to the right having a central angle of 26°55'32", a radius of 500.00 feet, a chord of N 77°01'51" W - 232.81 feet, an arc length of 234.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the east line of Bluewood Phase 1;

THENCE along an easterly line of Bluewood Phase 1, the following:

N 24°30'23" E, 123.22 feet;

S 65°29'37" E, 21.50 feet;

N 24°30'23" E, 50.00 feet;

N 65°29'37" W, 23.00 feet;

A non-tangent curve to the left having a central angle of 20°43'47", a radius of 540.00 feet, a chord of N 09°52'16" E - 194.31 feet, an arc length of 195.37 feet;

N 00°29'37" W, 39.54 feet;

N 89°30'23" E, 20.00 feet;

N 00°29'37" W, 50.00 feet;

S 89°30'23" W, 20.00 feet;

N 00°29'37" W, 230.00 feet;

N 89°30'23" E, 20.00 feet;

N 00°29'37" W, 50.00 feet;

S 89°30'23" W, 20.00 feet;

N 00°29'37" W, 106.49 feet;

N 41°32'01" E, 11.46 feet;

N 89°30'23" E, 350.07 feet;

N 16°31'04" E, 32.14 feet;

A non-tangent curve to the left having a central angle of 02°59'50", a radius of 382.50 feet, a chord of S 74°58'51" E - 20.01 feet, an arc length of 20.01 feet;

N 16°31'04" E, 65.11 feet;

A non-tangent curve to the right having a central angle of 03°36'42", a radius of 317.50 feet, a chord of N 75°17'16" W - 20.01 feet, an arc length of 20.01 feet;

N 16°31'04" E, 14.00 feet;

A non-tangent curve to the right having a central angle of 07°51'53", a radius of 303.50 feet, a chord of N 69°32'59" W - 41.63 feet, an arc length of 41.66 feet;

N 34°29'58" W, 131.20 feet;

N 00°32'52" W, 91.43 feet;

N 89°30'23" E, 20.00 feet;

N 00°32'52" W, 50.00 feet;

S 89°30'23" W, 20.00 feet;

And N 00°32'52" W, 118.50 feet to the POINT OF BEGINNING with the subject tract containing 1,463,444 square feet or 33.596 acres of land.

LAND DESCRIPTION

Neighborhood Improvement Area #3
(approximately 13.420 acres)

BEING a tract of land situated in the J. Cahill Survey, Abstract No. 171, City of Celina, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Celina Development North, LLC according to the deed recorded in Document No. 20160609000720900 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at the northwest corner of a right-of-way dedication for County Road 83, also known as Ownsby Parkway, recorded in Document No. 20160421000479030 DRCCT, also being on the east line of The Carter Ranch Phase III, an addition recorded in Cabinet 2006, Page 461 of the Plat Records, Collin County, Texas;

THENCE N 00°32'52" W, 612.13 feet along the east line of The Carter Ranch Phase III to the southwest corner of Bluewood Phase I, an addition recorded in Cabinet 2017, Page 745 and amended in Cabinet 2019, Page 182 PRCCT;

THENCE along the common line thereof, the following:

N 89°30'23" E, 120.57 feet;
S 00°29'37" E, 30.13 feet;
N 89°30'23" E, 50.00 feet;
N 00°29'37" W, 25.00 feet;
N 44°30'23" E, 14.14 feet;
N 89°30'23" E, 215.00 feet;
S 45°29'37" E, 14.14 feet;
S 00°29'37" E, 22.00 feet;
N 89°30'23" E, 50.00 feet;
N 00°29'37" W, 22.00 feet;
N 44°30'23" E, 14.14 feet;
N 89°30'23" E, 23.00 feet;
N 00°29'37" W, 50.00 feet;
S 89°30'23" W, 23.00 feet;
N 45°29'37" W, 14.14 feet;
N 00°29'37" W, 108.50 feet;
N 89°30'23" E, 395.96 feet to a 5/8" iron rod with plastic cap found;
S 79°43'39" E, 50.24 feet to a 5/8" iron rod with plastic cap found;
S 65°29'37" E, 237.62 feet;

S 24°30'23" W, 123.50 feet;

N 65°29'37" W, 20.00 feet;

S 24°30'23" W, 50.00 feet;

S 65°29'37" E, 20.00 feet to a 5/8" iron rod with plastic cap found;

S 24°30'23" W, 115.71 feet;

N 65°29'37" W, 17.43 feet;

S 24°30'23" W, 127.42 feet;

Around a non-tangent curve to the right having a central angle of 245°25'50", a radius of 60.00 feet, a chord of S 77°00'39" W - 100.96 feet, an arc length of 257.01 feet;

N 65°29'37" W, 64.61 feet;

Around a tangent curve to the left having a central angle of 25°00'00", a radius of 225.00 feet, a chord of N 77°59'37" W - 97.40 feet, an arc length of 98.17 feet;

S 89°30'23" W, 96.57 feet;

S 00°29'37" E, 310.00 feet;

S 89°30'23" W, 120.00 feet;

And S 00°29'37" E, 22.00 feet to a 5/8" iron rod with plastic cap found on the north line of County Road 83;

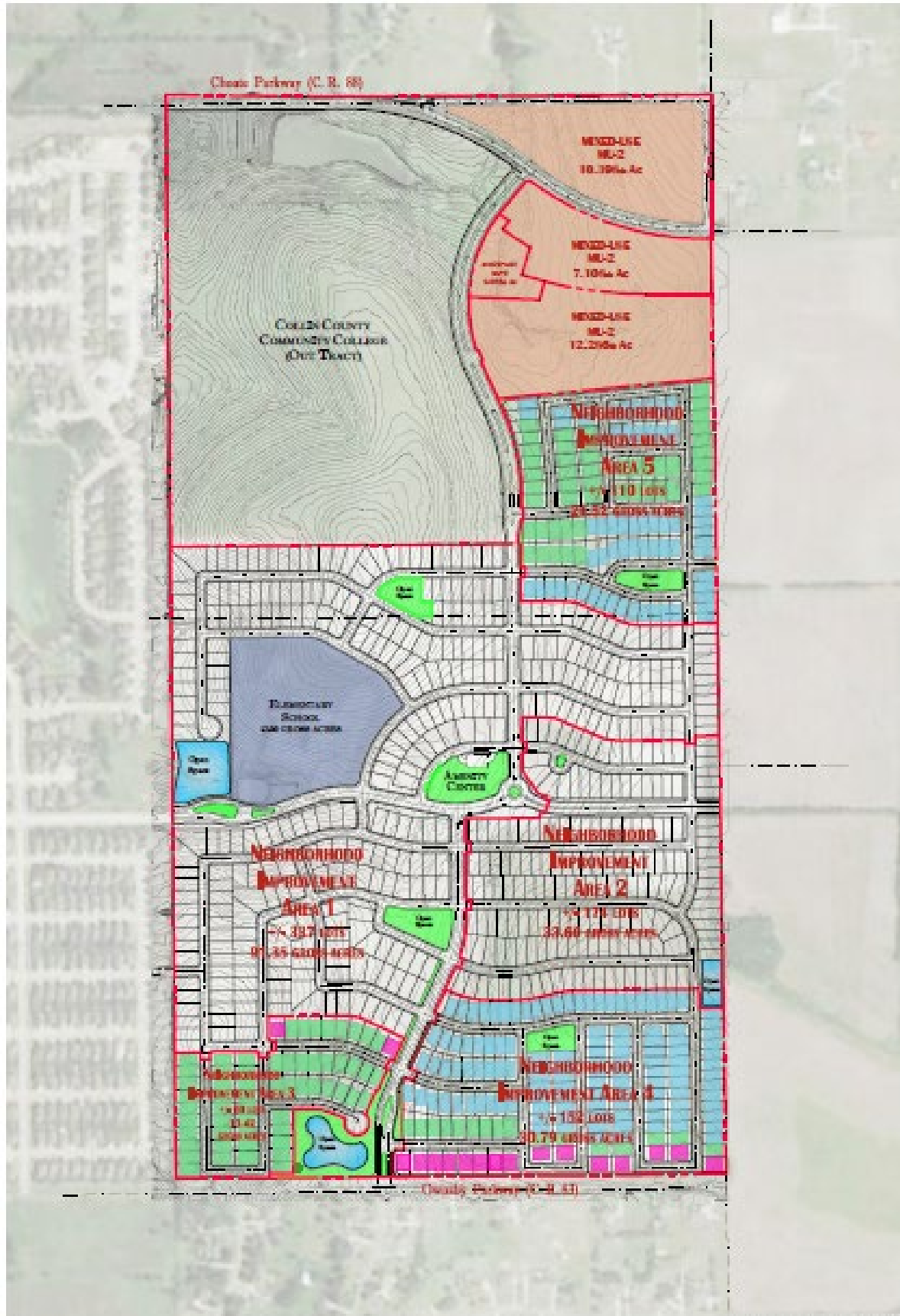
THENCE S 89°30'23" W, 454.99 feet along the north line thereof to the POINT OF BEGINNING with the subject tract containing 584,580 square feet or 13.420 acres of land.

APPENDIX G
TAX RATE AND LEVERAGE SCHEDULE

Appendix F**Tax Rate Equivalent (TRE) and Leverage per Projected Assessed Value and Projected Lot Value**

Lot Size	Units/SF	Projected AV per Unit/SF	Projected Lot Value per Unit/SF	Total Assessment per Unit/SF	Annual Installment Per Unit/SF	TRE (per \$100 AV)	TRE (per \$100 Lot Value)	Leverage (AV)	Levera (Lot Val
<i>Phase #1</i>									
50'	184	\$312,326	\$62,465	\$17,318	\$1,309	\$0.42	\$2.10	18.03	
60'	149	\$371,670	\$74,334	\$20,609	\$1,558	\$0.42	\$2.10	18.03	
70'	4	\$466,200	\$93,240	\$25,851	\$1,954	\$0.42	\$2.10	18.03	
<i>Phase #2</i>									
50'	174	\$312,500	\$62,500	\$15,532	\$1,248	\$0.40	\$2.00	20.12	
60'	-	-	-	-	-	-	-	-	-
70'	-	-	-	-	-	-	-	-	-
<i>Phase #3</i>									
50'	-	-	-	-	-	-	-	-	-
60'	58	\$432,000	\$72,000	\$22,986	\$2,022	\$0.47	\$2.81	18.79	
70'	2	\$448,500	\$78,000	\$23,864	\$2,100	\$0.47	\$2.69	18.79	
<i>Phase #4</i>									
50'	121	\$327,500	\$63,750	\$17,187	\$1,445	\$0.44	\$2.27	19.06	
60'	16	\$390,000	\$75,000	\$20,467	\$1,721	\$0.44	\$2.29	19.06	
70'	15	\$440,000	\$81,000	\$23,091	\$1,941	\$0.44	\$2.40	19.06	
<i>Phase #5A</i>									
50'	62	\$340,000	\$65,000	\$284,888	\$396	\$0.12	\$0.61	1.19	
60'	48	\$432,000	\$78,000	\$280,239	\$503	\$0.12	\$0.64	1.54	
70'	-	-	-	-	-	-	-	-	-
<i>Phase #5B</i>									
Commercial	61,855	\$115	\$29	\$96,134.21	\$0.13	\$0.12	\$0.46	0.00	
Commercial	90,605	\$115	\$29	\$140,816.30	\$0.13	\$0.12	\$0.46	0.00	
Multi-Family	305	\$115,000	\$28,750	\$474,025.35	\$133.88	\$0.12	\$0.47	0.24	

APPENDIX H
PID MAP





Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: October 13, 2020
 Re: 20-02 Annexation Second Public Hearing

Action Requested:

The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-02 Annexation Second Public Hearing) (Mohan)

- 1) Collin CAD Property ID 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
- 2) Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
- 3) Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
- 4) Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
- 5) Collin CAD Property ID 2510786, being an approximate 8.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 64; generally located west of Custer Road and approximately 400 feet north of Choate Parkway,
- 6) Collin CAD Property ID 2616659, being an approximate 3.594 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey (Raelene Addition); generally located north of Choate Parkway and approximately 550 feet west of Custer Road,
- 7) Collin CAD Property ID 2617829, being an approximate 2.954 acre tract of land in Collin County, Texas, legally described as Abstract No. 1030 in the Jonathan Westover Survey, Tract 6; generally located approximately 300 feet south of Choate Parkway and approximately 1,300 feet east of

County Road 86, and

8) Collin CAD Property ID 2647903, being an approximate 3.23 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 12; generally located at southwest corner of Custer Road and Sunset Boulevard, plus, all county road right-of-way adjacent to the above-described property.

Background Information:

The purpose of the public hearing is to annex certain properties in alignment with the City's growth strategies and per the direction from the City Council.

Below is the anticipated annexation schedule for the properties:

~~March 10, 2020 – City Council acts on a resolution to set the public hearing dates.~~

~~April 14, 2020 – First Public Hearing to be held.~~

~~September 2020 – Petition Verification~~

October 13, 2020 - Second Public Hearing to be held.

November 10, 2020 - Third Public Hearing and annexation ordinance adoption.

Board Review/Citizen Input:

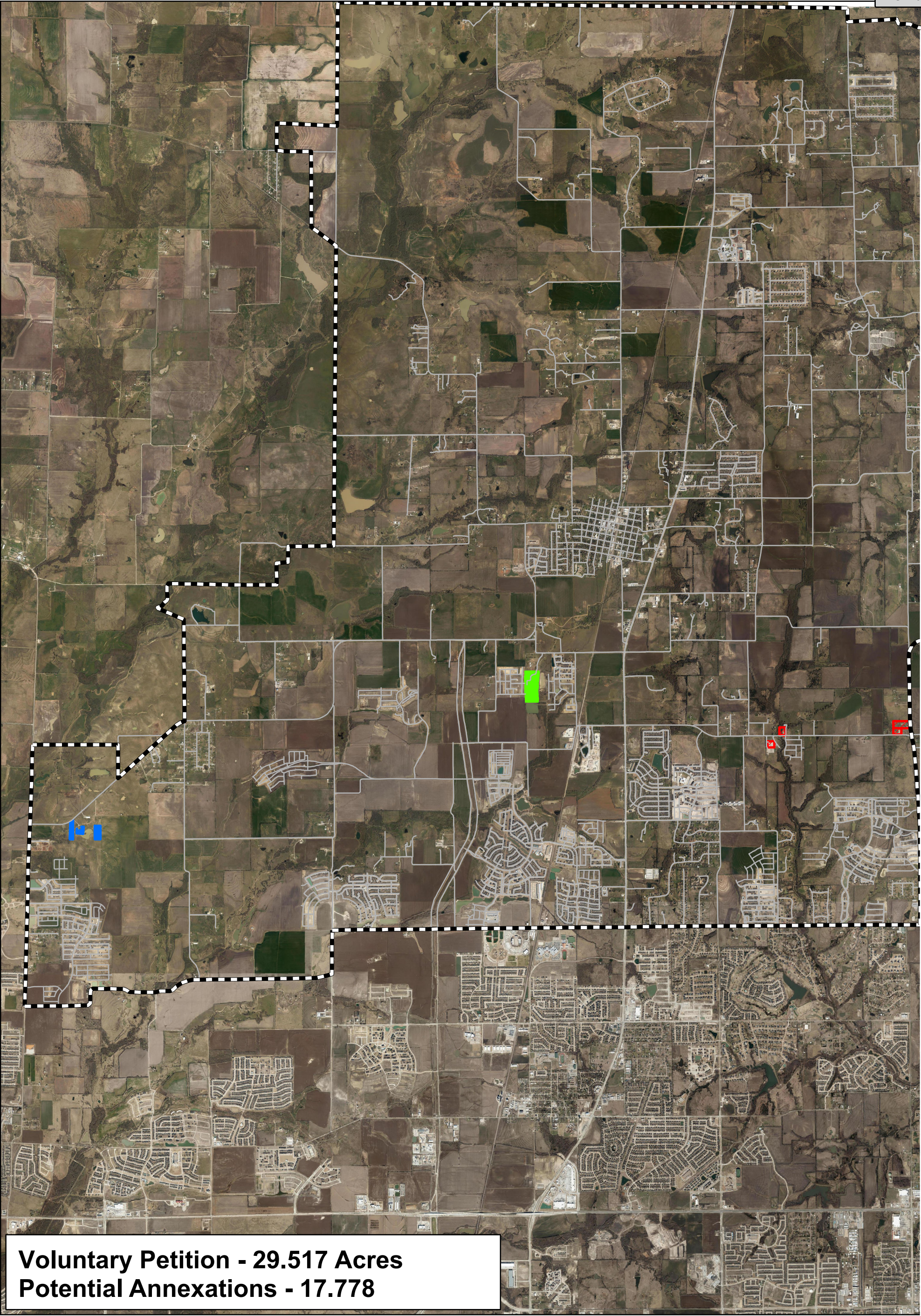
Notice of the first public hearing was published in *The Celina Record* on October 2, 2020.

Supporting Documents:

- Location Map
- Staff Presentation

Staff Recommendation:

The staff recommends approval.



Voluntary Petition - 29.517 Acres
Potential Annexations - 17.778

Attachment: Location Map (20-02 Annexation Second Public Hearing)

CELINA
TEXAS
EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 8/25/2020

Legend

- Ultimate Boundary
- Roads
- Voluntary Petition
- Potential Annexations
- Deferrals Signed

N
W E
S

0 4,875 9,750

Feet

Packet Pg. 774

Annexation 20-02

City Council

October 13, 2020

Annexation Map

Legend

-  Ultimate Boundary
-  Roads
-  Voluntary Petition
-  Potential Annexations
-  Deferrals Signed

Voluntary Petition – 29.517 Acres
Potential Annexations – 17.778 Acres

Annexation Timeline

- ~~March 10, 2020 – Annexation Resolution~~
- ~~April 14, 2020 – 1st Public Hearing~~
- ~~September 2020 – Petition Verification~~
- October 2020 – 2nd Public Hearing
- November 2020 – 3rd Public Hearing and adoption of Annexation Ordinance & Zoning

Recommendation

- Staff recommends approval



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Downtown Logo

Action Requested:

Consider and act upon approval of Downtown Logo for the City of Celina. (Lynch)

Background Information:

This item approves the Downtown Logo of "Life Connected" for the City of Celina.

Supporting Documents:

- Proposed Downtown Logo
- Staff Presentation

Staff Recommendation:

Staff recommends approval.



CELINA MAIN STREET UPDATES

New Logo & Look/Feel



Attachment: Staff Presentation (Downtown Logo)

BACKGROUND

- City Council adopted the Downtown Master Plan in January 2019
- Actions Items for coming out of the MP:
 - Events & Programming
 - Enhanced Special Events
 - Special Area Plan – Entertainment District
 - Update and implement downtown zoning
 - Identify and implement parking opportunities
 - Enhance opportunities for Music
 - Murals
 - Downtown Boards
- Action Items specific to Marketing
 - Branding

MAYOR'S NOTE

Celina's Downtown Master Plan sets forth an exciting Vision for what Downtown can be in the future and details the roadmap to make it happen. This Plan is a collection of observations, ideas, and strategies built on multiple forms of community and stakeholder engagement. The community has expressed that there are significant needs to bring about big changes in Downtown, such as expanding the Square, fixing the parking shortage, providing a better setup for events and festivals, revitalizing vacant spaces, and bringing in new businesses and family fun. Celina is growing, and the community and its stakeholders want to ensure that Downtown can experience a metamorphosis that will keep its Texan heritage and Celina "roots" but evolve it into a sleek and charismatic hub of commerce, culture, and entertainment.

NEW LOGO



BUSINESS CARDS



Attachment: Staff Presentation (Downtown Logo)

ENVELOPE



Attachment: Staff Presentation (Downtown Logo)

LETTERHEAD



www.celina-tx.gov

469-421-0235

214-551-4249

rbarton@celina-tx.gov

142 N. Ohio St. Celina,
TX 75009

LOREM IPSUM DOLOR SIT AMET, MEA PAULO NOBIS IN, EA MEA MODO UTAMUR. PRO
VENIAM ALIENUM COMPLECTITUR ET, AD EXPETENDA PATRIOQUE EST, MEIS ALIQUAM APPAREAT
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REBECCA BARTON
DOWNTOWN MANAGER

CITY OF CELINA

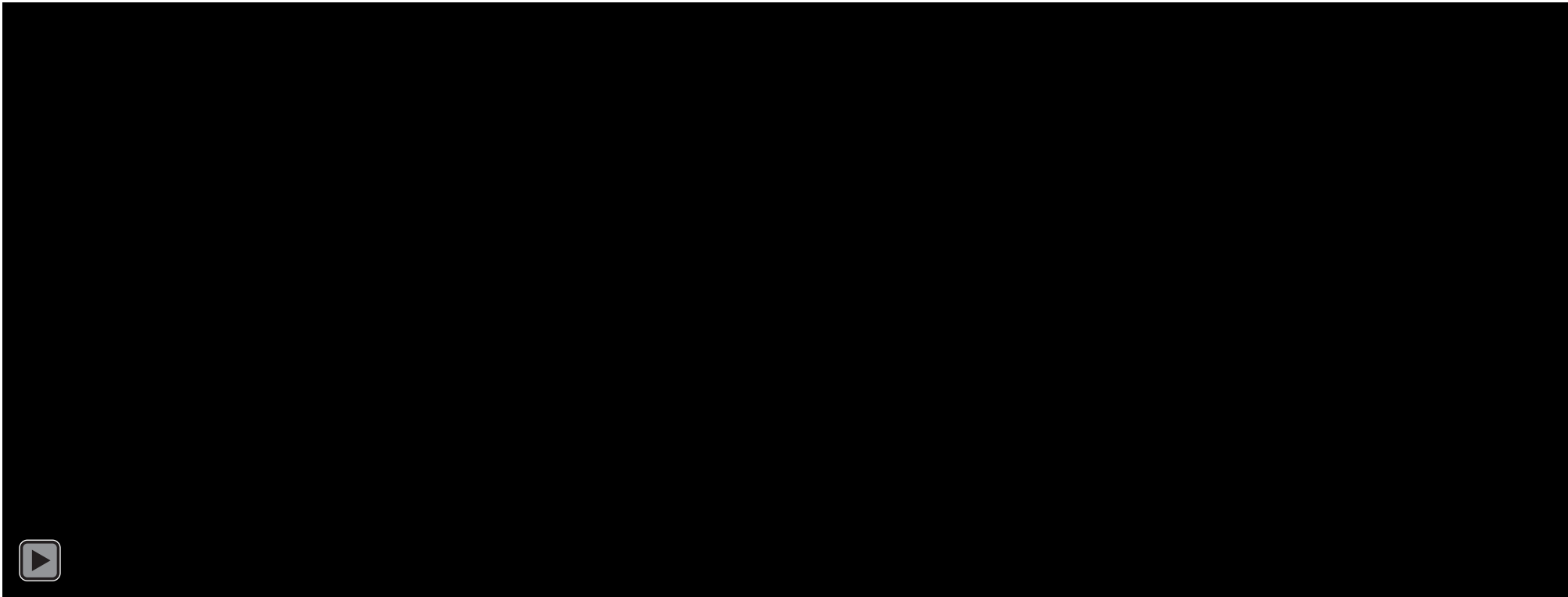
Attachment: Staff Presentation (Downtown Logo)

CLOTHING



Attachment: Staff Presentation (Downtown Logo)

SOCIAL MEDIA HEADER



Attachment: Staff Presentation (Downtown Logo)

SOCIAL MEDIA

- Currently on Social Media, we are referenced as Celina Main Street and Historic Square.
- Main Street Advisory Board
- Moving forward for consistency all reference to Main Street will be encompassed in Downtown Celina

QUESTIONS?



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: eVantage Senior and Assisted Living Development Agreement

Action Requested:

Consider and act upon a development agreement for eVantage Senior and Assisted Living; generally located west of Preston Road and approximately 400 feet south of John Campbell Trail. (eVantage Senior and Assisted Living Development Agreement) (McAfee)

Applicant:

Brian Umberger
6750 Hillcrest Plaza Dr., Ste. 215
Dallas, TX 75230

Background Information:

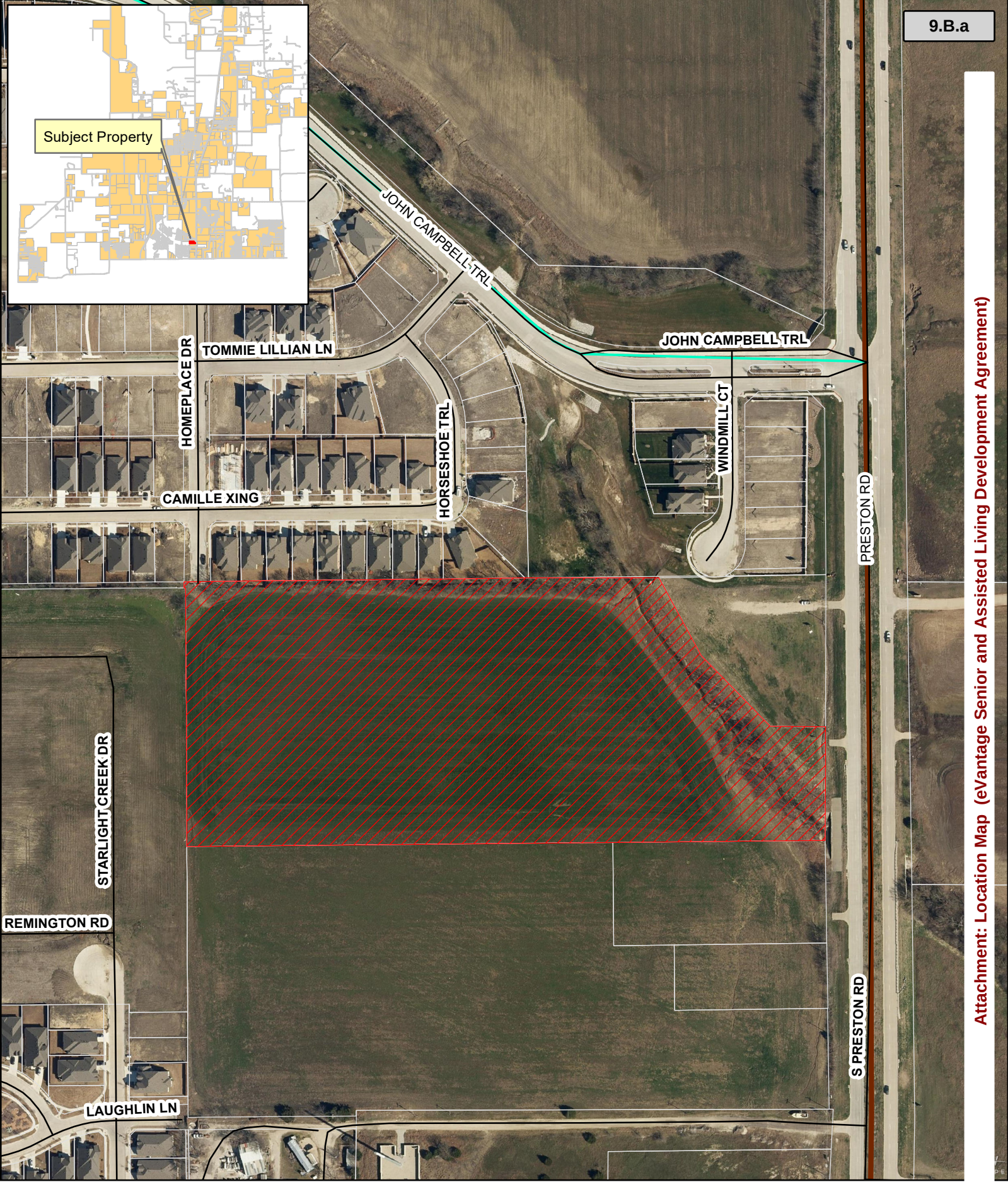
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Development Agreement

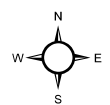
Staff Recommendation:

The staff recommends approval.



Legend

- Roads
-  Subject Property
-  Parcels



eVANTAGE SENIOR LIVING AND MEDICAL COMPLEX DEVELOPMENT AGREEMENT

This **Development Agreement** (this "Agreement") is entered into by and between eVantage Developers LLC, eVantage Holding LLC, and eVantage Ventures LLC (collectively, the "Developer"), and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, eVantage Developers LLC, eVantage Holding LLC, and eVantage Ventures LLC, owns an approximately 15.211 acre tract of land (the "Property"); and

WHEREAS, the Property has a zoning classification of C-2 "General Commercial"; and

WHEREAS, the Developer intends to purchase and develop the Property as a senior living and medical complex with property-wide age deed restrictions for a senior living community; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the agreed concept plan (the "Concept Plan"), attached hereto as **Exhibit C**, and the development standards set forth in certain proposed development zoning standards (the "Development Standards"), which Development Standards are attached hereto as **Exhibit D**; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of the county in which the Property is located; and

WHEREAS, the Developer 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 (the "Public Infrastructure"); and

Attachment: Draft Development Agreement (eVantage Senior and Assisted Living Development Agreement)

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, Development Standards, applicable City Regulations and this Agreement; and

WHEREAS, the Parties agree that the City's standard fees for development shall apply to the Property; and

WHEREAS, the City holds the certificates of convenience and necessity to provide retail water and wastewater service to the Property and the Parties intend for the City to provide water and wastewater service to the Property; and

WHEREAS, the City and the Developer agree that the development of the Property can best proceed pursuant to a development agreement such as this Agreement.

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:

Agreement is defined in the introductory paragraph.

City is defined in the introductory paragraph.

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 Property.

Claims is defined in Section 4.3.

Concept Plan is defined in the Recitals.

Developer is defined in the introductory paragraph.

Development Standards is defined in the Recitals.

Effective Date is defined in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.3.

Indemnified Party is defined in Section 4.3.

Parties means the Developer and the City.

Party means the Developer or the City.

Property means the real property described 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.

ARTICLE II **PUBLIC INFRASTRUCTURE**

2.1 Public Infrastructure. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by Developer in compliance with the City Regulations in effect on the Effective Date and the City's uniform engineering design standards in effect on the Effective Date. 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. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

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) The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(d) 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.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right of way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

ARTICLE III **DEVELOPMENT REGULATIONS**

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations and uniform engineering design standards, as amended, except to the extent that if the Concept Plan and the Development Standards vary from those terms, then the Concept Plan and the Development Standards shall control.

(b) Building permits and certificates of occupancy shall be required for improvements on the Property using the procedures and standards contained in the City Regulations. Permits will

not be issued for permit applications that do not comply with the terms of this Agreement. The City will not be held liable for withholding permits under this section.

(c) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix, and general layout of the project. Any amendment to the Concept Plan approved by the Parties shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement.

(d) All Public Infrastructure shall be dedicated to the City, and upon acceptance by the City of the water and wastewater improvements, the City shall be the retail provider of such services.

3.2 Approval of Plats/Plans/Replat. Approval of plats, permits, site plans, plans, designs or specifications related to the Property shall be in accordance with the City Regulations and meet the requirements of the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, site plans, plans, designs or specifications submitted by the Developer pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. The Developer may submit a replat for all or any portion of the Property.

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.

3.4 Building Codes, Fire Codes and Building Materials. *Developer has requested and the Parties agree that the Development Standards, as applicable, 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 Properties for forty-five (45) years, and voluntarily agrees to burden the Properties with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. This Section shall survive after termination of this Agreement. The City, in its sole discretion, may agree to allow building elevations to conform to the City's architectural standards as they may be amended in the future.*

3.5 Deed Restrictions. The Developer shall file in the official land records of the county age deed restrictions or restrictive covenants for the Senior-only Independent Living (as described in Exhibit D) facility to effectuate its intended purpose of developing independent senior living. These restrictions are not a part of any of the City's regulations and shall not be enforced by the City.

3.6 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control unless otherwise stated herein.

ARTICLE IV

DEVELOPMENT PROCESS AND CHARGES

4.1 Development, Review and Inspection Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation fees relating to platting, impact fees, permit fees, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

4.2 ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way area for Preston Road as reflected on the master thoroughfare plan, generally being approximately one-half of the total right-of-way.

4.3 **INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.**

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.4 DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/ DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(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) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY

PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(B) THIS SECTION 4.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V **TERM**

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding, this Agreement shall be void ab initio and shall have no force or effect should Developer: (a) fail to close on the Property on or before twenty-four (24) months from the Effective Date, or (b) fail to obtain a building permit for one of the senior housing types (construction of the Assisted Living facility, the Memory Care facility and the three Senior-only Independent Living facilities), as all are described in the Development Standards, on the Property on or before twenty-four (24) months from the Effective Date.

ARTICLE VI

ZONING MATTERS

The Property currently has a zoning classification of C-2 “General Commercial” and pursuant to the schedule of uses under a C-2 classification of Celina’s zoning ordinance, a “dwelling, senior living, assisted and advanced care” use requires a special use permit by the City. Developer agrees to apply for and obtain a special use permit for the Developer’s intended use of the Property. The City’s planning and development services staff agree to recommend approval of the special use permit.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

7.1 **Events of Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure. Notwithstanding, the City shall not be required to provide a notice of default for Developers: (a) failure to close on the Property on or before twenty-four (24) months from the Effective Date, or (b) failure obtain building permits for one of the senior housing types (construction of the Assisted Living facility, the Memory Care facility and the three Senior-only Independent Living facilities), as all are described in the Development Standards, on the Property on or before twenty-four (24) months from the Effective Date, and Article V shall control.

7.2 **Remedies.** If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VIII

ASSIGNMENT AND ENCUMBRANCE

8.1 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Developer, or any lien holder on the Property, without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer without the prior

written consent of the City Manager, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. An assignee shall be considered a “Party” for the purposes of this Agreement. Each assignment shall be in writing executed by 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, and shall contain a representation by the assignee acknowledged by a notary public that the assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an assignee shall be provided to all Parties within 15 days after execution. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party’s sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

8.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement, except for the fees and charges to be collected under Article III, without the Developer’s prior written consent, which consent shall not be unreasonably withheld.

8.3 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. Any person or entity upon becoming a Developer of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a “Developer” and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.4 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.

8.5 Notice of Assignment. In addition to the other requirements in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
- (d) the notice must be signed by a duly authorized person representing the Developer.

ARTICLE IX **RECORDATION**

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 the county in which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

ARTICLE X **ADDITIONAL PROVISIONS**

10.1 **Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 **Notices.** Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 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
Email: jlaumer@celina-tx.gov

With a copy to:

Attn: Julie Fort
Messer, Fort & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
Email: julie@txmunicipallaw.com

With a copy to: Attn: Lance Vanzant
 Hayes, Berry, White & Vanzant, LLP
 114 N. Ohio St., Suite 202
 Celina, Texas 75009
 Email: lvanzant@hbvwlaw.com

To the Developer: Attn: Pankaj Shrivastava
 EVantage Developers LLC, eVantage Holding LLC,
 and eVantage Ventures, LLC
 1143 Holford Drive
 Frisco, TX 75036
 Email: pankaj@myendzone.com

With a Copy to: Attn: Brian L. Umberger
 Winkelmann & Associates, Inc.
 6750 Hillcrest Plaza Drive, Suite 215
 Dallas, TX 75230
 Email: brian@winkelmann.com

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

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

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

10.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

10.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

10.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

10.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This Agreement is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

10.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, 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.

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

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

[Execution Page Follows]

EXECUTED by the City and Developer on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2020 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 Development Agreement (eVantage Senior and Assisted Living Development Agreement)

DEVELOPER:

**eVantage Developers LLC, eVantage Holding LLC, eVantage Ventures
LLC**

a Texas corporation

By: _____

Name: Pankaj Srivastava

Title: Member

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

§

This instrument was acknowledged before me on _____, 2020, by Pankaj Srivastava, on behalf of eVantage Developers LLC, eVantage Holding LLC, eVantage Ventures LLC.

Notary Public in and for the State of TEXAS

Attachment: Draft Development Agreement (eVantage Senior and Assisted Living Development Agreement)

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

BEING a 15.211 acre tract of land situated in the Collin County School Land #14 Survey, Abstract Number 167, being that same tract of land described to Marianne S. Waggoner IRA & Larry S. Waggoner IRA #2 & J Altus Inc Profit Sharing Trust & Metroplex Properties LLC, recorded in Document Number 20160114000047420, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows: (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD 83) (US Foot) with a combined scale factor of 1.000152710);

COMMENCING at a 1/2 inch rebar found for the southeast corner of a tract of land described to John Feizy, recorded in Document Number 19930714000567270, Deed Records, Collin County, Texas, also lying on the west right of way line of State Highway 289 (Preston Road) (Variable Width Right of Way), also being the northeast corner of a tract of land described to Ray Hallford, recorded in Volume 2978, Page 32, Deed Records, Collin County, Texas and being the beginning of a curve to the left having a central angle of 00 degrees 16 minutes 17 seconds, a radius of 11459.20 feet, and a chord bearing North 01 degrees, 01 minutes 30 seconds West, 54.29 feet;

THENCE with the west right of way line of said State Highway 289, with an arc length of 54.29 feet to a point;

THENCE North 00 degrees 51 minutes 34 seconds West, continuing along the west line of State Highway 289, a distance of 468.80 feet to a 1/2 inch rebar set with a cap stamped "ASC" for the northeast corner of said Feizy tract, same being the southeast corner of the subject property, and also being THE POINT OF BEGINNING;

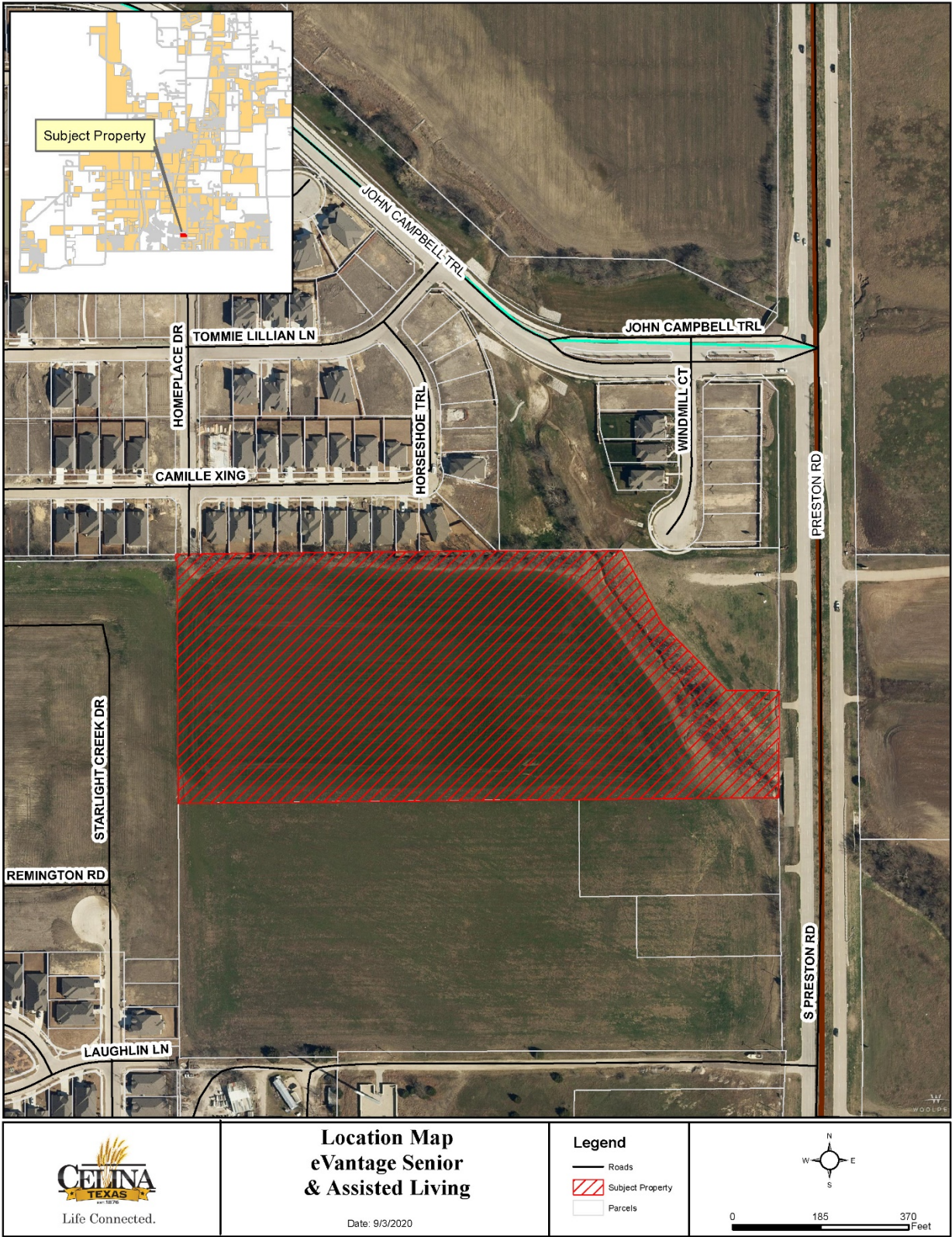
THENCE South 89 degrees 24 minutes 26 seconds West departing the west right of way line of State Highway 289, with the north line of said Feizy tract, a distance of 1268.85 feet to a point for the northwest corner of said Feizy tract, also being on the east line of a tract of land described to LFC Land Company, recorded in Document Number 20121113001449460, Deed Records, Collin County, Texas, from which a 1/2 inch rebar bears South 76 degrees 40 minutes 17 seconds East, a distance of 0.52 feet;

THENCE North 00 degrees 20 minutes 36 seconds West with the east line of said LFC Land Company tract, a distance of 523.04 feet to a 5/8 inch rebar found with a cap stamped "Peloton" for the north east corner of said LFC Land Company tract and also being the northwest corner of said subject tract and lying on the south line of The Homestead at Ownsby Farms, Phase 1, an addition to the City of Celina, recorded in Document Number 20180420010001740, Plat Records, Collin County, Texas;

THENCE North 89 degrees 24 minutes 04 seconds East with the south line of said Ownsby Farms Phase 1, a distance of 1264.45 feet to a point for the northeast corner of the subject property, also being the southeast corner of said Ownsby Farms Phase 1, and lying on the west right of way line of said State Highway 289;

THENCE South 00 degrees 49 minutes 31 seconds East with the west right of way line of said State Highway 289, a distance of 523.17 feet to THE POINT OF BEGINNING and containing 662,588 square feet or 15.211 acres of land, more or less.

EXHIBIT B
DEPICTION OF THE PROPERTY



Attachment: Draft Development Agreement (eVantage Senior and Assisted Living Development Agreement)

EXHIBIT C
CONCEPT PLAN

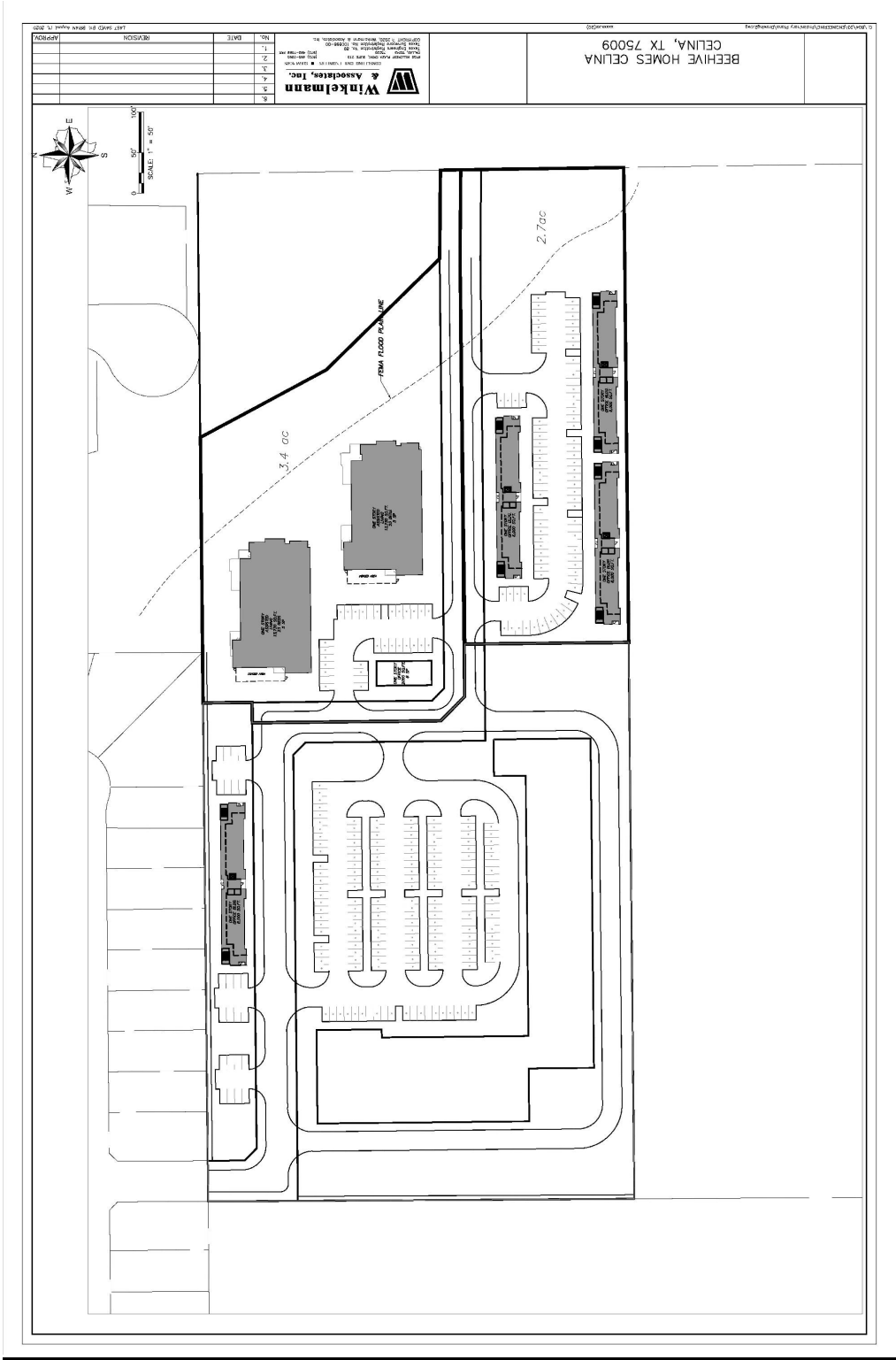


EXHIBIT D

DEVELOPMENT STANDARDS

The following uses and regulations shall be permitted upon approval of a Specific Use Permit and shall be generally located as shown on the Concept Plan, although modifications may be made at time of permitting:

- Assisted Living – 1 single story building of about 14000 sq. ft. (24 Beds)
- Memory Care – 1 single story building of about 14000 sq. ft. (24 Beds)
- Senior-only Independent Living – 3 storied single buildings with a total of 186,000 sq. ft. (150 Beds)
- Parking ratios:
 - Assisted Living – 1 per 4 Beds
 - Memory Care – 1 per 4 Beds
 - Senior-only Independent Living – 1 per room



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Raha Pouladi, Senior Planner
CC: Jason Laumer, City Manager
Date: October 13, 2020
Re: Wells North NIA#3 & NIA#4- Bond Ordinance

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3 - 4 Project); approving and authorizing related agreements; and providing an effective date. (Wells North NIA #3 & NIA#4- Bond Ordinance) (Pouladi)

Background Information:

The pre-pricing ordinance is attached. The ordinance with final pricing will be provided to Council at the regular meeting.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

· Bond Ordinance

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2020-__

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020 (WELLS NORTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

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

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on May 12, 2020, regarding the levy of special assessments against benefitted property located within the third construction phase of the District ("Neighborhood Improvement Area #3"), and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2020-32 (the "Neighborhood Improvement Area #3 Assessment Ordinance") on May 12, 2020; and

WHEREAS, in the Neighborhood Improvement Area #3 Assessment Ordinance, the City Council approved and accepted the Wells North Public Improvement District Service and Assessment Plan, dated May 12, 2020 (the "NIA #3 SAP"), relating to the District and levied special assessments (the "Neighborhood Improvement Area #3 Assessments") against the Neighborhood Improvement Area #3 Assessed Property, as shown on the Neighborhood Improvement Area #3 Assessment Roll that was attached to the NIA #3 SAP; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on October 13, 2020, regarding the levy of special assessments against benefitted property located within the fourth construction phase of the District ("Neighborhood Improvement Area #4"), and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2020-__ (the "Neighborhood Improvement Area #4 Assessment Ordinance") on October 13, 2020; and

WHEREAS, in the Neighborhood Improvement Area #4 Assessment Ordinance, the City Council approved and accepted the Wells North Public Improvement District Amended and Restated Service and Assessment Plan, dated October 13, 2020 (as updated, amended, and/or restated, the "Service and Assessment Plan") relating to the District and levied special assessments (the "Neighborhood Improvement Area #4 Assessments") against the Neighborhood Improvement Area #4 Assessed Property as shown on the Neighborhood Improvement Area #4 Assessment Roll that is attached to the Service and Assessment Plan; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Neighborhood Improvement Area #3 Assessments and the Neighborhood Improvement Area #4 Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Neighborhood Improvement Area #3 Improvements and Neighborhood Improvement Area #4 Improvements, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve an Preliminary Limited Offering Memorandum and a Limited Offering Memorandum (defined below), and (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below); and

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

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

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

(a) The issuance of the Bonds in the principal amount of \$_____ for the purpose of providing funds for (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the administration of the District, and (v) paying costs of issuance, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of October 1, 2020, between the City and U.S. Bank National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A**, which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager and the City's land use attorney) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in

the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such series, and shall never be payable from ad valorem taxes.

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

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") between the City and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Additional Actions. The Mayor, Mayor Pro Tem, the City Manager, the Assistant City Manager, the Director of Finance, and the City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, Mayor Pro Tem, the City Manager, the Assistant City Manager, the Director of Finance, and the City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements.

SECTION 6. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 8. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 9. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 10. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 11. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED, this October 13, 2020.

CITY OF CELINA, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

EXHIBIT A
INDENTURE OF TRUST

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

DATED AS OF OCTOBER 1, 2020

SECURING

\$ _____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

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EXHIBIT A	A-1

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of October 1, 2020 is by and between the CITY OF CELINA, TEXAS (the “City”), and U.S. BANK NATIONAL ASSOCIATION, DALLAS, TEXAS, as trustee (together with its successors, the “Trustee”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted by the Petitioner and filed with the City Secretary of the City (the “City Secretary”) pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”), requesting the creation of a public improvement district located in the extraterritorial jurisdiction of the City to be known as Wells North Public Improvement District (the “District”); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of real taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on February 9, 2016, after due notice, the City Council of the City (the “City Council”) held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on February 9, 2016, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2016-12R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on February 12, 2016, the City published notice of its authorization of the District in the *Celina Record*, a newspaper of general circulation in the City and the extraterritorial jurisdiction of the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after February 12, 2016; and

WHEREAS, the City has previously issued \$6,425,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) that are secured by special assessments levied against assessable property located within the first construction phase of the District (“Neighborhood Improvement Area #1”); and

WHEREAS, the City has previously issued \$3,235,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area Project) (the “Major Improvement Area Bonds”) that are secured by special assessments levied against assessable property located within the District that is not located within Neighborhood Improvement Area #1 (the “Major Improvement Area”); and

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

WHEREAS, the City has previously issued \$1,900,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2019 (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) that are secured by special assessments levied against assessable property located within the second construction phase of the District ("Neighborhood Improvement Area #2"); and

WHEREAS, in the indentures authorizing the Major Improvement Area Bonds, the City reserved the right to issue additional series of bonds as "Additional Obligations" pursuant to other indentures, assessment ordinances, or similar agreements which do not constitute or create a lien on the trust estate and are not payable from pledged revenues which secure, the Major Improvement Area Bonds; provided that prior to the issuance of such "Additional Obligations" the requirements set forth in Section 13.2(c) of the indenture authorizing the issuance of the Major Improvement Area Bonds must be satisfied; and

WHEREAS, on April 14, 2020, the City Council by Resolution 2020-22R made findings and determinations relating to the Actual Costs of certain Authorized Improvements allocable to the property within the District located within the third construction phase of the District ("Neighborhood Improvement Area #3"), received and accepted a preliminary update to the Service and Assessment Plan, including a proposed assessment roll for Neighborhood Improvement Area #3, called a public hearing for May 12, 2020, and directed City staff to: (i) file said proposed assessment roll with the City Secretary and make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish such notice of the May 12, 2020 hearing as required by Section 372.016(b) of the PID Act; and

WHEREAS, on April 17, 2020, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City and in the extraterritorial jurisdiction of the City, to consider the proposed "Neighborhood Improvement Area #3 Assessment Roll" and the "Wells North Public Improvement District Service and Assessment Plan" (the "NIA #3 Service and Assessment Plan Update"), as updated for Neighborhood Improvement Area #3 and the levy of the "Neighborhood Improvement Area #3 Assessments" on property in Neighborhood Improvement Area #3 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Neighborhood Improvement Area #3 Assessment Roll and the NIA #3 Service and Assessment Plan Update and the levy of the Neighborhood Improvement Area #3 Assessments on property in Neighborhood Improvement Area #3 of the District to the last known addresses of the owners of the property liable for the Neighborhood Improvement Area #3 Assessments; and

WHEREAS, the City Council convened the hearing on May 12, 2020, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the NIA #3 Service and Assessment Plan Update, the proposed Neighborhood Improvement Area #3 Assessment Roll and the Neighborhood Improvement Area #3 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #3 Assessments, the allocation of Actual Costs of the Neighborhood Improvement Area #3 Improvements (as defined herein), the purposes of the Neighborhood Improvement Area #3 Assessments, the special benefits of the Neighborhood Improvement Area #3 Improvements, and the penalties and interest on Annual Installments (as defined herein) and on delinquent Annual Installments of the Neighborhood Improvement Area #3 Assessments, and there were no written protests,

objections or evidence submitted to the City Secretary in opposition to the NIA #3 Service and Assessment Plan Update, the allocation of Actual Costs of the Neighborhood Improvement Area #3 Improvements, the Neighborhood Improvement Area #3 Assessment Roll, and the levy of the Neighborhood Improvement Area #3 Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City Council approved Ordinance No. 2020-32 (the "Neighborhood Improvement Area #3 Assessment Ordinance"), which levied the Neighborhood Improvement Area #3 Assessments and approved and accepted NIA #3 Service and Assessment Plan Update as the service and assessment plan in conformity with the requirements of the PID Act and the City Council found and determined that the Neighborhood Improvement Area #3 Assessments should be levied as provided in the NIA #3 Service and Assessment Plan Update and the Neighborhood Improvement Area #3 Assessment Roll; and

WHEREAS, on September 8, 2020, the City Council by Resolution 2020-54R made findings and determinations relating to the Actual Costs of certain Authorized Improvements allocable to the property within the District located within the fourth construction phase of the District ("Neighborhood Improvement Area #4"), received and accepted a preliminary "Wells North Public Improvement District Amended and Restated Service and Assessment Plan", (the "NIA #4 Service and Assessment Plan Update") including a proposed assessment roll for Neighborhood Improvement Area #4, called a public hearing for October 13, 2020, and directed City staff to: (i) file said proposed assessment roll with the City Secretary and make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish such notice of the October 13, 2020 hearing as required by Section 372.016(b) of the PID Act; and

WHEREAS, on September 18, 2020, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City and in the extraterritorial jurisdiction of the City, to consider the proposed "Neighborhood Improvement Area #4 Assessment Roll" and the NIA #4 Service and Assessment Plan Update, and the levy of the "Neighborhood Improvement Area #4 Assessments" on property in Neighborhood Improvement Area #4 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Neighborhood Improvement Area #4 Assessment Roll and the NIA #4 Service and Assessment Plan Update and the levy of the Neighborhood Improvement Area #4 Assessments on property in Neighborhood Improvement Area #4 of the District to the last known address of the owners of the property liable for the Neighborhood Improvement Area #4 Assessments; and

WHEREAS, the City Council convened the hearing on October 13, 2020, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the NIA #4 Service and Assessment Plan Update, the proposed Neighborhood Improvement Area #4 Assessment Roll and the Neighborhood Improvement Area #4 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #4 Assessments, the allocation of Actual Costs of the Neighborhood Improvement Area #4 Improvements (as defined herein), the purposes of the Neighborhood Improvement Area #4 Assessments, the special benefits of the Neighborhood Improvement Area #4 Improvements, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Neighborhood Improvement Area #4 Assessments, and there were no written protests, objections or evidence submitted to the City Secretary in opposition to the NIA #4 Service and Assessment Plan

Update, the allocation of Actual Costs of the Neighborhood Improvement Area #4 Improvements, the Neighborhood Improvement Area #4 Assessment Roll, and the levy of the Neighborhood Improvement Area #4 Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City Council approved Ordinance No. 2020-__ (the "Neighborhood Improvement Area #4 Assessment Ordinance"), which levied the Neighborhood Improvement Area #4 Assessments and approved the "Wells North Public Improvement District Amended and Restated Service and Assessment Plan" dated April 1, 2016, as updated for Neighborhood Improvement Area #2 on December 10, 2019, Neighborhood Improvement Area #3 on May 12, 2020 and Neighborhood Improvement Area #4 on October 13, 2020, (as updated, amended, or restated, the "Service and Assessment Plan") as the service and assessment plan in conformity with the requirements of the PID Act and the City Council found and determined that the Neighborhood Improvement Area #4 Assessments should be levied as provided in the Service and Assessment Plan and the Neighborhood Improvement Area #4 Assessment Roll; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Neighborhood Improvement Area #3 Assessments and Neighborhood Improvement Area #4 Assessments (collectively, the "Special Assessments") for the purpose of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements, (ii) paying a portion of the interest on the Bonds (as defined herein) during and after the period of acquisition and construction of the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act and as Additional Obligations under the indenture authorizing the Major Improvement Area Bonds, such bonds to be entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project)" (the "Bonds"), such Bonds being payable solely from the Trust Estate (defined below) and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, prior to the issuance of the Bonds, evidences satisfactory to the City and its advisors has been presented that the requirement of Section 13.2(c) of the indenture authorizing the Major Improvement Area Bonds have been satisfied and that the Bonds may be issued as Additional Obligations in accordance with that indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Special Assessments have been prepaid, the lien on real property associated with such Special Assessment prepayment shall be released;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price (as defined herein) of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"Account" means any of the accounts established pursuant to Section 6.1 of this Indenture.

"Actual Costs" means, with respect to Neighborhood Improvement Area #3 Improvements and Neighborhood Improvement Area #4 Improvements, the demonstrated, reasonable, allocable, and allowable costs of constructing such Neighborhood Improvement Area #3 Improvements or Neighborhood Improvement Area #4 Improvements, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Costs may include (a) the costs incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/ or implementation of such Neighborhood Improvement Area #3 Improvements or Neighborhood Improvement Area #4 Improvements, (b) the costs incurred in preparing the construction plans for such Neighborhood Improvement Area #3 Improvements or Neighborhood Improvement Area #4 Improvements, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Neighborhood Improvement Area #3 Improvements or Neighborhood Improvement Area #4 Improvements, (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes related to such Neighborhood Improvement Area #3 Improvements or Neighborhood Improvement Area #4 Improvements, (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of such Neighborhood Improvement Area #3 Improvements or Neighborhood Improvement Area #4 Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and (g) all payments for Administrative Expenses.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Special Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Special Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

"Administrative Expenses" means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the District and preparing the assessment rolls, (iii)

Neighborhood Improvement Areas #3-4 Indenture of Trust
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computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the records of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the Bonds, (viii) paying the paying agent/ registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel) related to the Bonds, and (ix) administering the construction of the Neighborhood Improvement Area #3 Improvements and Neighborhood Improvement Area #4 Improvements. Special Assessments collected for Administrative Expenses that are collected and not expensed in any year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of Administrative Expenses.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Special Assessments (including both principal of and interest on the Special Assessments) as shown on the Assessment Rolls attached to the Service and Assessment Plan as Appendix D as it relates to the Neighborhood Improvement Area #3 Improvements and Appendix E as it relates to the Neighborhood Improvement Area #4 Improvements; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Special Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Parcel" means each respective parcel of land located within Neighborhood Improvement Area #3 and Neighborhood Improvement Area #4 of the District against which a Special Assessment is levied by the Assessment Ordinances in accordance with the Service and Assessment Plan.

"Assessment Ordinances" means, collectively (i) Ordinance No. 2020-32 adopted by the City Council on May 12, 2020, that levied the Neighborhood Improvement Area #3 Assessments on the Assessed Parcels located in Neighborhood Improvement Area #3 and (ii) Ordinance No. 2020-__ adopted by the City Council on October 13, 2020, that levied the Neighborhood

Improvement Area #4 Assessments on the Assessed Parcels located in Neighborhood Improvement Area #4.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Special Assessment, or Annual Installment thereof, during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

"Assessment Rolls" means, collectively, the Neighborhood Improvement Area #3 Assessment Roll attached as Appendix D and the Neighborhood Improvement Area #4 Assessment Roll attached as Appendix E to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Special Assessments against each Assessed Parcel related to the Bonds and the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements, as updated, modified, or amended from time to time, in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Authorized Denomination" means \$25,000 and any integral multiple of \$1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond is less than \$25,000 then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements, listed in Section III of the Service and Assessment Plan.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"Bond Fund" means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Ordinance" means Ordinance No. 2020-__ adopted by the City Council on October 13, 2020, authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Bonds" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project)".

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

"Capitalized Interest Account" means the Account of such name established pursuant to Section 6.1.

"Certificate for Payment" means a certificate substantially in the form of Exhibit A attached to the PID Reimbursement Agreement or otherwise approved by the Developer and the City Representative executed by a Person approved by a City Representative, delivered to the City Representative and the Trustee specifying the amount of work performed related to the Authorized Improvements and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund, as further described in the PID Reimbursement Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by a City Representative and delivered to the Trustee.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Special Assessment, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means Celina Development North, LLC, a Texas limited liability company, and its successors and assigns.

“District Administration Account” means the Account of such name established pursuant to Section 6.1.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Special Assessments against any Assessed Parcel or Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Fund” means any of the funds established pursuant to Section 6.1 of this Indenture.

“Indenture” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“Independent Financial Consultant” means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

“Initial Bond” means the Initial Bond as set forth in Exhibit A to this Indenture.

“Interest Payment Date” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing March 1, 2021.

“Investment Securities” means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City’s official investment policy as approved by the City Council from time to time.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“Minor Amount Redemption” means a redemption of Bonds pursuant to Section 4.4 of a principal amount of Bonds redeemed that is less than ten percent (10%) of the Outstanding principal amount of the Bonds.

“Neighborhood Improvement Area #3” means the third phase to be developed within the District and further identified and depicted in Table II.B in the Service and Assessment Plan.

"Neighborhood Improvement Area #3 Assessments" means the aggregate assessments shown on the Neighborhood Improvement Area #3 Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel within the Neighborhood Improvement Area #3, as shown on the Neighborhood Improvement Area #3 Assessment Roll, subject to: (a) reallocation upon the subdivision of an Assessed Parcel within Neighborhood Improvement Area #3 or consolidation of multiple Assessed Parcels within Neighborhood Improvement Area #3, or (b) reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Neighborhood Improvement Area #3 Assessment Roll" means the assessment roll attached as Appendix D to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Neighborhood Improvement Area #3 Assessment against each Assessed Parcel within Neighborhood Improvement Area #3 related to the Bonds and the Neighborhood Improvement Area #3 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Neighborhood Improvement Area #3 Improvement Account" means the Account of such name established pursuant to Section 6.1.

"Neighborhood Improvement Area #3 Improvements" means the Authorized Improvements which will benefit the Neighborhood Improvement Area #3 Assessed Property more particularly described in Section III.E of the Service and Assessment Plan.

"Neighborhood Improvement Area #4" means the fourth phase to be developed within the District and further identified and depicted in Table II.B in the Service and Assessment Plan.

"Neighborhood Improvement Area #4 Assessment Ordinance" means Ordinance No. 2020-__ adopted by the City Council on October 13, 2020, that levied the Neighborhood Improvement Area #4 Assessments on the Assessed Parcels located in Neighborhood Improvement Area #4.

"Neighborhood Improvement Area #4 Assessments" means the aggregate assessments shown on the Neighborhood Improvement Area #4 Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel within the Neighborhood Improvement Area #4, as shown on the Neighborhood Improvement Area #4 Assessment Roll, subject to: (a) reallocation upon the subdivision of an Assessed Parcel within Neighborhood Improvement Area #4 or consolidation of multiple Assessed Parcels within Neighborhood Improvement Area #4, or (b) reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Neighborhood Improvement Area #4 Assessment Roll" means the assessment roll attached as Appendix E to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Neighborhood Improvement Area #4 Assessment against each Assessed Parcel of property within Neighborhood Improvement Area #4 related to the Bonds and the Neighborhood Improvement Area #4 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Neighborhood Improvement Area #4 Improvement Account" means the Account of such name established pursuant to Section 6.1.

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"Neighborhood Improvement Area #4 Improvements" means the Authorized Improvements which will benefit the Neighborhood Improvement Area #4 Assessed Property more particularly described in Section III.F of the Service and Assessment Plan.

"Outstanding" means, as of any particular date when used with reference to the Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Petitioner" means The George White Family Limited Partnership, a Texas limited partnership.

"PID Act" means Texas Local Government Code, Chapter 372, as amended.

"PID Reimbursement Agreement" means the "PID Reimbursement Agreement – Wells North" between the City and the Developer relating to the Bonds, dated as of March 29, 2016, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Authorized Improvements within in the District, the issuance of bonds, the reimbursement of costs to the Developer from the proceeds of the Bonds for funds advanced by the Developer and used to pay costs of Authorized Improvements and other matters related thereto.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds.

"Prepayment" means the payment of all or a portion of a Special Assessment before the due date thereof.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

“Project Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

“Purchaser” means the initial purchaser of the Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Rebate Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

“Record Date” means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

“Redemption Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

“Redemption Price” means, when used with respect to any Bond or portion thereof, the applicable redemption price shown in Article IV of this Indenture.

“Refunding Bonds” means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then-Outstanding Bonds.

“Register” means the register specified in Article III of this Indenture.

“Reserve Account” means the Account of such name established pursuant to Section 6.1.

“Reserve Account Requirement” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date, the Reserve Account Requirement is \$_____ which is an amount equal to [125% of average Annual Debt Service] on the Bonds as of the Closing Date.

“Reserve Fund” means that fund established pursuant to Section 6.1 and administered in Section 6.7 herein.

“Service and Assessment Plan” means the document, including the Assessment Rolls, as amended, including any Annual Service Plan Update, a version of which is attached to the Neighborhood Improvement Area #4 Assessment Ordinance.

“Sinking Fund Installment” means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“Special Assessments” means, collectively the aggregate Neighborhood Improvement Area #3 Assessments and Neighborhood Improvement Area #4 Assessments as shown on the respective Assessment Rolls. The singular of such term means the assessment levied against an Assessed Parcel including the portion to be paid for Administrative Expenses, as shown on

the Assessment Rolls, subject to the reallocation upon the subdivision of an Assessed Parcel or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

“Stated Maturity” means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or prepayment.

“Substantial Amount Redemption” means a redemption of Bonds pursuant to Section 4.4 of a principal amount of Bonds redeemed that is greater than or equal to ten percent (10%) of the Outstanding principal amount of the Bonds.

“Supplemental Indenture” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“Tax Certificate” means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means U.S. Bank National Association, Dallas, Texas and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the

Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the administration of the District, and (v) paying costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated November 10, 2020 (the "Bond Date") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2021 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV

herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (a) a copy of the executed Assessment Ordinances;
- (b) a copy of the executed Bond Ordinance;
- (c) a copy of the executed PID Reimbursement Agreement;
- (d) a copy of this Indenture executed by the Trustee and the City; and
- (e) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to hold such office before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and

shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond redeemed in part.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with its records retention requirements.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in an Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with

the letter of representations from the City to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the of par plus accrued and unpaid interest to the redemption date (the "Redemption Price") from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
------------------------	--

* maturity

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
------------------------	--

* maturity

Term Bonds Maturing September 1, 20

Redemption DateSinking Fund
Installment (\$)_____
* maturity**Term Bonds Maturing September 1, 20**Redemption DateSinking Fund
Installment (\$)_____
* maturity

(b) At least forty-five (45) days prior to each mandatory sinking fund redemption date, the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their respective scheduled maturity date, in whole or in part, on any date on or after September 1, 20__, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part and in an amount specified in a City Certificate, on the first day of any month, at the Redemption Price of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to Sections 6.3(d), 6.7(b), or 6.7(d) or any other transfers to the Redemption Fund under the terms of this Indenture) The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to this Section 4.4.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2, the Trustee may select Bonds in any method that results in a random selection.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond, as applicable, to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds or Bonds, as applicable, shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds are in book-entry-only form and held by DTC as security depository, Owner means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the City, the Trustee, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund; and
- (vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

- (A) Capitalized Interest Account; and
- (B) Principal and Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

- (A) Reserve Account; and
- (B) Additional Interest Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

- (A) Neighborhood Improvement Area #3 Improvement Account;
- (B) Neighborhood Improvement Area #4 Improvement Account; and
- (C) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

- (A) Bond Pledged Revenue Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Capitalized Interest Account of the Bond Fund: \$_____;
- (ii) to the Reserve Account of the Reserve Fund: \$_____;
- (iii) to the District Administration Account of the Administrative Fund: \$_____;
- (iv) to the Costs of Issuance Account of the Project Fund: \$_____;
- (v) to the Neighborhood Improvement Area #3 Improvement Account of the Project Fund: \$_____; and
- (vi) to the Neighborhood Improvement Area #4 Improvement Account of the Project Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds are Outstanding and beginning February 15, 2021 the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Assessment Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement in accordance with Section 6.7 hereof, (iii) third, to the Additional Interest Reserve Account in an amount equal to the Additional Interest collected in accordance with Section 6.7(b) hereof, (iv) fourth, to pay other Actual Costs of the Neighborhood Improvement Area #3 Improvements and Neighborhood Improvement Area #4 Improvements, and (e) fifth, to pay other costs permitted by the PID Act.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in

paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest, and second, to the payment of principal (including any Sinking Fund Installments) on the Bonds, as described in Section 11.4(a) hereof.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds, and third to the Redemption Fund

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in an account of the Reserve Fund, the City may direct the Trustee by City Certificate, to apply Special Assessments for any lawful purposes permitted by the PID Act for which Special Assessments may be paid.

(g) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds, less any amount to be used to pay the interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account, as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(g) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date

Amount

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to either the Neighborhood Improvement Area #3 Improvement Account of the Project Fund or the Neighborhood Improvement Area #4 Improvement Account of the Project Fund, pursuant to directions provided in a City Certificate, or, if both the Neighborhood Improvement Area #3 Improvement Account and the Neighborhood Improvement Area #4 Improvement Account of the Project Fund have been closed as provided in Section 6.5(f) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof. Notwithstanding any other provisions, money on deposit in the Neighborhood Improvement Area #3 Improvement Account of the Project Fund shall only be used to pay Actual Costs of the Neighborhood Improvement Area #3 Improvements and money on deposit in the Neighborhood Improvement Area #4 Improvement Account of the Project Fund shall only be used to pay Actual Costs of Neighborhood Improvement Area #4 Improvements.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from the Neighborhood Improvement Area #3 Improvement Account of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certificate for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. Disbursements from the Neighborhood Improvement Area #4 Improvement Account of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certificate for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Neighborhood Improvement Area #3 Improvement Account and the Neighborhood Improvement Area #4 Improvement Account shall be pursuant to and in accordance with the disbursement procedures described in the PID Reimbursement Agreement or as provided in such written direction. Such provisions and procedures related to such disbursement contained in the PID Reimbursement Agreement, and no other provisions of the PID Reimbursement Agreement, are herein incorporated by reference and deemed set forth herein in full.

(c) If a City Representative determines in his or her sole discretion that amounts then on deposit in the Neighborhood Improvement Area #3 Improvement Account of the Project Fund are not expected to be expended for purposes of the Neighborhood Improvement Area #3 Improvement Account of the Project Fund due to the abandonment, or constructive abandonment, of the Neighborhood Improvement Area #3 Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Neighborhood Improvement Area #3 Improvement Account of the Project Fund will ever be expended for the purposes of the Neighborhood Improvement Area #3 Improvement Account of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Neighborhood Improvement Area #3 Improvement Account of the Project Fund that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Neighborhood Improvement Area #3 Improvement Account of the Project Fund shall be transferred to the Redemption Fund to

redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(d) If a City Representative determines in his or her sole discretion that amounts then on deposit in the Neighborhood Improvement Area #4 Improvement Account of the Project Fund are not expected to be expended for purposes of the Neighborhood Improvement Area #4 Improvement Account of the Project Fund due to the abandonment, or constructive abandonment, of the Neighborhood Improvement Area #4 Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Neighborhood Improvement Area #4 Improvement Account of the Project Fund will ever be expended for the purposes of the Neighborhood Improvement Area #4 Improvement Account of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Neighborhood Improvement Area #4 Improvement Account of the Project Fund that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Neighborhood Improvement Area #4 Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(e) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(f) Upon the filing of a City Certificate stating that all Neighborhood Improvement Area #3 Improvements have been completed and that all Actual Costs of the Neighborhood Improvement Area #3 Improvements have been paid, or that any such Actual Costs of the Neighborhood Improvement Area #3 Improvements are not required to be paid from the Neighborhood Improvement Area #3 Improvement Account of the Project Fund pursuant to a Certificate for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Neighborhood Improvement Area #3 Improvement Account of the Project Fund to the Bond Fund and (ii) the Neighborhood Improvement Area #3 Improvement Account of the Project Fund shall be closed. Upon the filing of a City Certificate stating that all Neighborhood Improvement Area #4 Improvements have been completed and that all Actual Costs of the Neighborhood Improvement Area #4 Improvements have been paid, or that any such Actual Costs of the Neighborhood Improvement Area #4 Improvements are not required to be paid from the Neighborhood Improvement Area #4 Improvement Account of the Project Fund pursuant to a Certificate for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Neighborhood Improvement Area #4 Improvement Account of the Project Fund to the Bond Fund and (ii) the Neighborhood Improvement Area #4 Improvement Account of the Project Fund shall be closed. If both the Neighborhood Improvement Area #3 Improvement Account and the Neighborhood Improvement Area #4 Improvement Account have been closed pursuant to the provisions of this Section and the Cost of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(h), the Project Fund shall be closed.

(g) Not later than 6 months following the Closing Date, upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account of the Project Fund and used to pay Actual Costs, or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate from the deposits outlined in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2022, an amount equal to the Additional Interest until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall begin collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to begin depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Rolls in the Service and Assessment Plan or an Annual Service Plan Update unless and until it receives a City Certificate directing that a different amount be used. Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) Whenever a transfer is made from the Reserve Account to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption

date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds to be redeemed, as identified in a City Certificate as a result of such Prepayment and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of \$1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund and second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f) hereof, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to

the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund; Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds that are due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal

bond law to the effect that failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee shall follow the written instruction of any City Certificate. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City and the Administrator monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Special Assessments.

The City hereby confirms, covenants, and agrees that, the Special Assessments to be collected from the Assessed Parcels in Neighborhood Improvement Area #3 and in Neighborhood Improvement Area #4 are as so reflected in the Service and Assessment Plan (as it may be updated from time to time) and, in accordance with the Assessment Ordinances, it has levied the Special Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Special Assessments.

(a) For so long as any Bonds are Outstanding and/or amounts are due to the Developer to reimburse it for its funds it has contributed to pay Actual Costs of the Neighborhood Improvement Area #3 Improvements or the Neighborhood Improvement Area #4 Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Special Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Special Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Special Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds or liens created in connection with indebtedness issued in compliance with Section 13.2 hereof, the City shall not create and, to the extent Pledged Revenues are timely received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and Refunding Bonds, if any, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, except for indebtedness incurred in compliance with Section 13.2 of this Indenture.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to reimburse it for funds it has contributed to pay Actual Costs of the Neighborhood Improvement Area #3 Improvements or the Neighborhood Improvement Area #4 Improvements remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Special Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty (30) days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Special Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Special Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other

Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinances, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall

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require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the reasonable judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector, or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own gross negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed with due care.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own gross negligence or willful misconduct, both before and after default by the City. In no event shall the Trustee be liable for incidental,

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indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Neighborhood Improvement Area #3 Improvements or the Neighborhood Improvement Area #4 Improvements.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant reasonably believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than thirty (30) days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than ten (10%) of the aggregate outstanding principal of the Bonds.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith (and in no event in excess of 30 days after such vacancy occurs) appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within thirty (30) days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within forty-five (45) days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if

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originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon any portion of the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by both Applicable Laws and this Indenture), or reduce the percentage of Owner of Bonds required for the amendment of this Indenture, as provided herein. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;
- (ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;
- (iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;
- (iv) to provide for the issuance of Refunding Bonds as set forth in Section 13.2 herein; and
- (v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Any modification or amendment made pursuant to the preceding paragraph shall not be subject to the notice procedures specified in Section 10.3 below.

Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the: (i) interest of the Owners in

any material respect, or (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt reasonable rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture, and notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of forty-five (45) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such forty-five day period; provided, however, that the Trustee during such forty-five day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with

respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inaction.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee, and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default

Subject to the second and third sentences of Section 10.1 hereof, with the written consent of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 below.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee

may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Special Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds available to the City to make any such payment; and

(iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds with a copy to the Trustee, specifying such default by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds at the time Outstanding requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be viewed to be an Event of Default if action necessary to prevent the same would be a violation of any applicable State law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any one or more of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds then Outstanding and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by this Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the reasonable judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than twenty-five percent (25%) of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, as advised by counsel, be conditions precedent to the execution of

the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the registered owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for any purpose, including without limitation, the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Special Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens.

(a) The City reserves the right, subject to the provision contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations that do not constitute or create a lien on any portion of the Trust Estate and are not payable from Pledged Revenues or any other portion of the Trust Estate, provided that such Additional Obligations shall comply with Section 13.2(d) hereof.

(b) Other than Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omitted to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(c) Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of the Pledged Revenues securing payment of the Bonds.

(d) Notwithstanding anything to the contrary herein, no Refunding Bonds, Additional Obligations or subordinate obligations described by Section 13.2(c) above may be issued by the City unless: (1) the principal (including sinking fund installments) of such Refunding Bonds, Additional Obligations or subordinate obligations are scheduled to mature on September 1 of the years in which principal is schedule to mature, and (2) the interest on such Refunding Bonds, Additional Obligations or subordinate obligations must be scheduled to be paid on March 1 and/or September 1 of the years in which interest is scheduled to be paid.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Trust Estate and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this

Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate or City Certificate, shall be in writing and shall be delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:

City of Celina, Texas
142 North Ohio Street
Celina, Texas 75009

Attn: City Manager

If to the Trustee
or the Paying Agent/Registrar:

U.S. Bank National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its sole discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a previous or subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of Israel.

The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture with the City is a contract for goods or services, will not boycott Israel during the term thereof. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____
Mayor

Attest:

City Secretary

[CITY SEAL]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

Signature Page to Indenture of Trust
Relating to
CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)

EXHIBIT A(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2019
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____ %	September 1, 20____	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2021, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank National Association, as trustee and paying agent/registrar (the "Trustee", which term

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated November 10, 2020 and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of October 1, 2020 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the administration of the District, and (v) paying costs of issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of \$25,000 and any multiple of \$1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
------------------------	--

* maturity

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
------------------------	--

* maturity

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
------------------------	--

* maturity

Term Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment (\$)</u>
------------------------	--

* maturity

At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, at the Redemption Price of 100% of the principal amount of such Bonds plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, at a Redemption Price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture,

or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not

this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, COLLIN COUNTY, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

Mayor, City of Celina, Texas

City Secretary, City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
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(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B
BOND PURCHASE AGREEMENT

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

\$3,060,000*
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)

BOND PURCHASE AGREEMENT

October 13, 2020

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

Ladies and Gentlemen:

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

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$3,060,000* aggregate principal amount of the “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project)” (the “Bonds”), at a purchase price of \$[] (representing the aggregate principal amount of the Bonds, [less an original issue discount of \$[] and less an Underwriter’s discount of \$[]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a “municipal advisor” (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather

* Preliminary, subject to change

is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Neighborhood Improvement Area #3 Improvements and Neighborhood Improvement Area #4 Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated November 10, 2020, and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on November 10, 2020 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on October 13, 2020 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of October 1, 2020, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the Trust Estate (as defined in the Indenture) consisting primarily of revenue from (i) special assessments (the "Neighborhood Improvement Area #3 Assessments") levied pursuant to a separate ordinance adopted by the City Council on May 12, 2020 (the "Neighborhood Improvement Area #3 Assessment Ordinance") against assessable property (the "Neighborhood Improvement Area #3 Assessed Property") located within Neighborhood Improvement Area #3 (as defined in the Indenture) and (ii) special assessments (the "Neighborhood Improvement Area #4 Assessments" and together with the Neighborhood Improvement Area #3 Assessments, the "Special Assessments") levied pursuant to a separate ordinance adopted by the City Council on October 13, 2020 (the "Neighborhood Improvement Area #4 Assessment Ordinance" and together with the Neighborhood Improvement

Area #3 Assessment Ordinance, the “Assessment Ordinances”) against assessable property (the “Neighborhood Improvement Area #4 Assessed Property”), located within Neighborhood Improvement Area #4 (as defined in the Indenture), of the Wells North Public Improvement District (the “District”) all to the extent and upon the conditions described in the Indenture. The District was established by a resolution (the “Creation Resolution”), enacted by the City Council on February 9, 2016, in accordance with the Act. The initial service and assessment plan for the District was approved on March 29, 2016 and was most recently amended and restated by the City on October 13, 2020 (the “Service and Assessment Plan”). The Creation Resolution, the Assessment Ordinances, the Bond Ordinance and the Indenture are collectively referred to herein as the “Authorizing Documents.”

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

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

4. Establishment of Issue Price.

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

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. The City will treat the first price at which 10% of each maturity of the Bonds is sold to the public as of the sale date as the issue price of that maturity (the “10% test”). At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the Issue Price Certificate the first price at which the Underwriter has sold to the public each maturity of

Bonds, and shall identify to the City on Schedule A to the Issue Price Certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

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

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

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

corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

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

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

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

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

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

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated September 25, 2020 (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited

Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

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

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

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the “end of the underwriting period” for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply

with law, the City will promptly notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the “Non-City Disclosures”) (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps of the District therein or under the captions and subcaptions “PLAN OF FINANCE” (except for the information under the subcaption “— Prior Bond Issuances” and “— The Bonds”), “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BOOK-ENTRY ONLY SYSTEM,” “THE NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS,” “THE NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “THE PID ADMINISTRATOR,” “APPRAISAL,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Neighborhood Improvement Area #3 Improvements, Neighborhood Improvement Area #4 Improvements, and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” INFORMATION RELATING TO THE TRUSTEE,” “APPENDIX E-2” and “APPENDIX F.” If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

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

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

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

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

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

(1) this Agreement;

(2) the Indenture;

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

(4) the Amended and Restated Development Agreement (Wells North Tract) effective as of November 10, 2015, by and between the City and the George White Family Limited Partnership (the “Original Landowner”), as further amended by that certain First Amendment to Amended and Restated Development Agreement (Wells North Tract) effective May 8, 2018, by and between the City and the Master Developer, as successor in interest to Original Landowner, and any future amendments thereto (the “Development Agreement”); and

(5) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of October 1, 2020 (the “Continuing Disclosure Agreement of the Issuer”), executed and delivered by the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc, as Dissemination Agent.

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

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the PID Reimbursement Agreement, (4) the Development Agreement, (5) the Continuing Disclosure Agreement of the Issuer, (6) the Limited Offering Memorandum and (7) any other documents and certificates described in any of the foregoing (the documents

described by subclauses (1) through (7) being referred to collectively herein as the “City Documents”).

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

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

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

whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an “Action”) pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City’s knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

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

g. Special Assessments. The Neighborhood Improvement Area #3 Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Neighborhood Improvement Area #3 Assessment Roll (as defined in the Service and Assessment Plan). The Neighborhood Improvement Area #4 Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Neighborhood Improvement Area #4 Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Special Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition

precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

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

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

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

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

Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

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

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

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

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

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

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

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

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Master Developer and Bluewood Phase 3, LLC, a Texas

limited liability company (the “Neighborhood Improvement Area #3 Developer”), and Bluewood Phase 4, LLC, a Texas limited liability company (the “Neighborhood Improvement Area #4 Developer,” and together with the Neighborhood Improvement Area #3 Developer and the Master Developer, the “Developer”) an executed Developer Letter of Representations (the “Developer Letter of Representations”) in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 10(e) hereof (the “Developer Closing Certificate”).

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter or Underwriter’s Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

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

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

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

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

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

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

(iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinions of Shupe Ventura, PLLC (“Developer’s Special Counsel”), Haynes and Boone, LLP (“Developer’s Co-Counsel”), and Chief Corporate Counsel to Developer (“Chief Corporate Counsel”) shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the PID Reimbursement Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of October 1, 2020, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent (the “Continuing Disclosure Agreement of the Developer” and, together with the Developer Letter of Representations, the Development Agreement, and the PID Reimbursement Agreement, the “Developer Documents”); and

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

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Neighborhood Improvement Area #3 Improvements, the Neighborhood Improvement Area #4 Improvements, and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Neighborhood Improvement Area #3 Developer or the Neighborhood Improvement Area #4 Developer to pay the respective Special Assessments when due.

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

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter’s reasonable judgment, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(i) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S.

Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

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

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

(iv) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(v) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

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

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

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

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

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

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

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

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

the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

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

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

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

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

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

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing therein under the captions and subcaptions "PLAN OF FINANCE — The Bonds" (except for the second and third paragraphs thereof), "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "— Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture;

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

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

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

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

d. Opinion(s) of Developer’s Counsel. (i) An opinion of Developer’s Special Counsel, substantially in the form of Appendix D-1 hereto, dated the Closing Date, (ii) an opinion of Developer’s Co-Counsel, substantially in the form of Appendix D-2 hereto, dated the Closing Date, and (iii) an opinion of Chief Corporate Counsel, substantially in the form of Appendix D-3 hereto, dated the Closing Date, each of which shall be addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee. Such opinions shall be in substantially such forms unless the City and the Underwriter mutually agree upon changes thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Norton Rose Fulbright US LLP, as bond counsel, Hilltop Securities Inc., as financial advisor, the public improvement district administrator, the Developer, and its engineers and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond *[insert date of BPA]*, 2020, and, with respect to the Limited Offering Memorandum, did not extend beyond its date), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of *[insert date of BPA]*, 2020, based on the documents, drafts and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any

information about book-entry, DTC, Cede & Co., tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

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

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

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

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

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

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

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

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

Improvement Area #3 and Neighborhood Improvement Area #4 of the District dated [____], 2020.

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

r. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that (i) the Neighborhood Improvement Area #3 Assessment Ordinance, including the legal description of the property within Neighborhood Improvement Area #3, the Neighborhood Improvement Area #3 Assessment Roll and (ii) the Neighborhood Improvement Area #4 Assessment Ordinance, including the legal description of the property within Neighborhood Improvement Area #4, the Neighborhood Improvement Area #4 Assessment Roll, and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed, have been filed of record in the real property records of Collin County, Texas.

s. Lender Consent Certificate. Lender Consent Certificate of North Dallas Bank & Trust in recordable form, acknowledging the creation of the District and consenting to and acknowledging the adoption of the Neighborhood Improvement Area #4 Assessment Ordinance, the levy of the Neighborhood Improvement Area #4 Assessments, and the subordination of its lien to the lien created by the Neighborhood Improvement Area #4 Assessments, in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

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

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

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

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

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

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

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

13. Costs and Expenses.

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

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

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

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 North Ohio Street, Celina, Texas 75009, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Mr. R.R. "Tripp" Davenport, III, Director.

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

16. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

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

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

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

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

21. Anti-Boycott Verification. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable state or federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with

a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Underwriter understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

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

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

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

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

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

[Signature pages follow]

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

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

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

City of Celina, Texas

By: _____
City Manager

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

SCHEDULE I

\$3,060,000*

CITY OF CELINA, TEXAS

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

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020

(Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project)

Dated Date: November 10, 2020

Interest Accrues From: Date of Delivery

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

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

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

\$ Term Bonds Maturing September 1, 20[]

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

† Stated Maturity

\$ Term Bonds Maturing September 1, 20[]

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

† Stated Maturity

* Preliminary, subject to change

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

\$3,060,000*

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)**

DEVELOPER LETTER OF REPRESENTATIONS

[October __], 2020

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

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$_____ “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, Celina Development North, LLC, a Texas limited liability company (the “Master Developer”), Bluewood Phase 3, LLC, a Texas limited liability company (the “Neighborhood Improvement Area #3 Developer”), and Bluewood Phase 4, LLC, a Texas limited liability company (the “Neighborhood Improvement Area #4 Developer”), collectively referred to as the “Developer”, makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates

* Preliminary, subject to change

otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

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

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions “PLAN OF FINANCE” (except for the information under the subcaption “— The Bonds”), “THE NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS,” “THE NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS,” “THE DEVELOPMENT” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Neighborhood Improvement Area #3 Improvements, the Neighborhood Improvement Area #4 Improvements, and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “APPENDIX E-2” and “APPENDIX F” (collectively, the “Developer Disclosures”) in accordance with subsection 4(f) herein.

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

- a. this Developer Letter of Representations;

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

c. the Amended and Restated Development Agreement (Wells North Tract) effective as of November 10, 2015, by and between the City and the George White Family Limited Partnership (“Original Landowner”), as further amended by that certain First Amendment to Amended and Restated Development Agreement (Wells North Tract) effective May 8, 2018, by and between the City and the Master Developer, as successor in interest to Original Landowner, and any future amendments thereto; and

d. the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of October 1, 2020, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

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

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

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

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

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

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

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

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

g. Events of Default. No “Event of Default” or “event of default” by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Neighborhood Improvement Area #3 Improvements and the Neighborhood Improvement Area #4 Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default,” by the Developer has occurred and is continuing.

5. Indemnification.

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

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof,

with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

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

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

[Signature page follows.]

Celina Development North, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Bluewood Phase 3, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

Bluewood Phase 4, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

APPENDIX B

§ _____
**CITY OF CELINA, TEXAS,
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
 (WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
 NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)**

ISSUE PRICE CERTIFICATE

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

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

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

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

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

3. ***Defined Terms.***

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

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

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

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

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

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

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

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [____], 2020.

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

[Remainder of this page intentionally left blank.]

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

FMSbonds, Inc.,
as Underwriter

By: _____

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

Date: [____], 2020

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached)

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

APPENDIX C

[LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC]

[_____, 2020]

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

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

Haynes & Boone, LLP
1221 McKinney Street
Houston, Texas 77010

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

§ _____
**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)**

Ladies and Gentlemen:

This firm has acted as special counsel to the City of Celina, Texas (the “City”) and are rendering this opinion for limited purposes in connection with the issuance and sale of \$3,060,000* “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. 2020-[], enacted by the City Council of the City (the “City Council”) on October 13, 2020 (the “Bond Ordinance”), and were issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust dated as of October 1, 2020 (the “Indenture”) by and between the City and U.S. Bank National Association, as trustee (the “Trustee”). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated October 13, 2020 between the City and FMSbonds Inc. (the “Bond Purchase Agreement”). This opinion is being delivered pursuant to

* Preliminary, subject to change

Section 10(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

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

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

(b) Ordinance No. 2020-32, accepted and approved by the City Council on May 12, 2020 (the “Neighborhood Improvement Area #3 Assessment Ordinance”), and Ordinance No. [2020-___], accepted and approved by the City Council on October 13, 2020 (the “Neighborhood Improvement Area #4 Assessment Ordinance”, and together with the Neighborhood Improvement Area #3 Assessment Ordinance, the “Assessment Ordinances”), and the Amended and Restated Service and Assessment Plan (the “Service and Assessment Plan”) attached as an exhibit thereto;

(c) The Bond Ordinance;

(d) The Indenture;

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

(f) the Amended and Restated Development Agreement (Wells North Tract) effective as of November 10, 2015, by and between the City and the George White Family Limited Partnership (the “Original Landowner”), as further amended by that certain First Amendment to Amended and Restated Development Agreement (Wells North Tract) effective May 8, 2018, by and between the City and the Master Developer, as successor in interest to Original Landowner, and any future amendments thereto (the “Development Agreement”);

(g) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of October 1, 2020 (the “Continuing Disclosure Agreement of the Issuer”), executed and delivered by the City and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc, as Dissemination Agent; and

(h) Such other documents, records, agreements or certificates as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

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

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents;

(d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on Exhibit A attached to this letter and the exclusions set forth on Exhibit B attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the Developer Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Haynes and Boone, LLP, co-counsel to the Developer; (f) the legal opinion delivered pursuant to the Bond Purchase Agreement by Shupe Ventura, PLLC, special counsel to the Developer; and (g) the legal opinion delivered pursuant to the Bond Purchase Agreement by Chief Corporate Counsel and Compliance Officer at Hillwood Development Company, LLC (collectively, the “Reliance Materials”). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

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

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

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

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

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of Wells North Public Improvement District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Neighborhood Improvement Area #3 Assessments and Neighborhood Improvement Area #4 Assessments in the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability, or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

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

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

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

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

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

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited

Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions “ASSESSMENT PROCEDURES — “Assessment Methodology” and “—Assessment Amounts,” “THE CITY,” “THE DISTRICT,” “LEGAL MATTERS — Litigation — The City,” “CONTINUING DISCLOSURE — The City” and “ — The City's Compliance with Prior Undertakings” and “APPENDIX A” are a fair and accurate summary of the laws and the documents and facts summarized therein.

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

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

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

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the “benefit of its bargain” or (C) exceed the amount of any party’s actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or

definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

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

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

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

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

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect

of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

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

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

Very truly yours,

[ATTORNEY FOR THE CITY]

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

EXHIBIT A TO OPINION LETTER**ADDITIONAL ASSUMPTIONS**

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

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

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

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

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

APPENDIX D-1

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

[____], 2020

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

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

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

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

\$ _____
**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)**

Ladies and Gentlemen:

We have served as Co-Counsel for Hillwood Development Company, LLC, a Texas limited liability company ("**HDC**"), the 100% owner of RE Project Manager, LLC, a Texas limited liability company ("**RE PM**"), the sole general partner of RE Project, LP, a Texas limited partnership, the sole managing member (the "**Managing Member**") of Celina Development, LLC, a Texas limited liability company (the "**Master Developer**"), Bluewood Phase 3, LLC, a Texas limited liability company (the "**Neighborhood Improvement Area #3 Developer**"), and Bluewood Phase 4, LLC, a Texas limited liability company (the "**Neighborhood Improvement Area #4 Developer**"), collectively referred to as the "**Developer**" in connection with the issuance and sale by the City of Celina, Texas (the "**City**"), of \$ _____ "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project)" (the "**Bonds**"), pursuant to that certain Indenture of Trust dated as of October 1, 2020 (the "**Indenture**"), by and between the City and U.S. Bank National Association, a national banking association, as trustee (the "**Trustee**"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Wells North" located in the City and in the Wells South Public Improvement District.

The Bonds are being sold to FMSbonds, Inc. (the "**Underwriter**"), pursuant to that certain Bond Purchase Agreement dated _____, 2020 (the "**Bond Purchase Agreement**"), by and between the

City and the Underwriter. This opinion is being delivered pursuant to Section 9()() of the Bond Purchase Agreement.

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

Assumptions and Bases for Opinions and Assurances

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

- (a) The following documents being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the “**Material Documents**”):
 - (1) the PID Reimbursement Agreement – Wells North effective March 29, 2016 executed and delivered by the City and the Master Developer;
 - (2) the Amended and Restated Development Agreement (Wells North Tract), effective as of November 10, 2015, by and between the City and the George White Family Limited Partnership (“the Original Landowner”), as amended by that certain First Amendment to Amended and Restated Development Agreement (Wells North Tract), effective May 8, 2018, by and between the City and Master Developer, as successor in interest to the Original Landowner, and any future amendments thereto (the Development Agreement”);
 - (3) the Developer Letter of Representations executed by the Developer as of _____; and
 - (4) the Continuing Disclosure Agreement of the Developer with respect to the Bonds dated as of _____, 2020, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.
- (b) Each of the documents and certificates described in **Exhibit A** attached hereto and made a part hereof (the items in paragraphs (i), (iv), (vi), (ix), (x) (xiii), (xiv), (xvii), (xix) and (xxii) are hereinafter referred to as the “**Developer Basic Documents**”);
- (c) Certificates from the Secretary of State of the State of Texas listed on **Exhibit A** indicating that each of the Master Developer, the Neighborhood Improvement Area #3 Developer, and the Neighborhood Improvement Area #4 Developer; are in existence in the State of Texas (each, a “**Texas Existence Certificate**,” and collectively, the “**Texas Existence Certificates**”);
- (d) Statements of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts and listed on **Exhibit A**, which statements indicate that, as of the dates and times thereof, the right of each of the Master Developer, the Neighborhood Improvement Area #3 Developer, and the Neighborhood

Improvement Area #4 Developer to transact business in Texas was “**active**” (each, an “**FTAS Page**,” and collectively, the “**FTAS Pages**”);

(e) The Preliminary Limited Offering Memorandum, dated _____, 2020, relating to the issuance of the Bonds (the “**Preliminary Limited Offering Memorandum**”);

(f) The final Limited Offering Memorandum, dated _____, 2020, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the “**Limited Offering Memorandum**”); and

(g) Such other documents, records, agreements, and certificates of the Master Developer, the Neighborhood Improvement Area #3 Developer, the Neighborhood Improvement Area #4 Developer, and their respective constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

As to questions of fact material to the opinions set for herein, we have, without independent verification of their accuracy, relied to the extent we deem reasonably appropriate upon the representations and warranties of the parties to the Material Documents made in such documents and other certificates.

In making such examinations of the documents referenced above, (including the Material Documents), we have assumed with your consent: (a) the genuineness of all signatures, (b) the authenticity of all documents submitted to us as originals, (c) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (d) the authenticity of the originals of the documents referred to in the immediately preceding clause (c), (e) the prompt and proper recordation of any of such documents for which recordation is anticipated, (f) the legal capacity of natural persons signing such documents on behalf of the parties thereto, (g) that the laws of any jurisdiction other than the jurisdictions that are the subject of this opinion letter do not affect the plain meaning of the terms of such documents, and (h) the correctness and accuracy of all the representations and warranties and certificates upon which we have relied, as described above. In addition, **except to the extent expressly opined in the opinion paragraphs below**, we have assumed with your consent (i) that each party to such documents is validly existing and in good standing under the laws of the state of its formation or organization and has the full power, authority and legal right to enter into and perform all agreements to which it is a party, (j) that such documents have been duly authorized, executed and delivered by each party thereto, (k) that the execution and delivery by each party of, and performance of its agreements in, such documents do not (A) violate such party’s formation or organizational documents, (B) breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party, or (C) violate or contravene any law, statute, rule or regulation applicable to such party, (l) all required orders, consents, approvals, licenses, authorizations, validations, filings recordings, and registrations with, or exemptions by, all governmental authorities have been obtained and remain in full force and effect for the execution, delivery and performance by each party thereto, and (m) that each such document constitutes the valid, binding and enforceable agreement of all the parties thereto.

Opinions and Assurances

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

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

2. The Neighborhood Improvement Area #3 Developer is (a) a limited liability company, (b) based solely upon the relevant Texas Existence Certificate, validly existing under the laws of the State of Texas, and (c) based solely upon the relevant FTAS Page, in good standing under the laws of the State of Texas.

3. The Neighborhood Improvement Area #4 Developer is (a) a limited liability company, (b) based solely upon the relevant Texas Existence Certificate, validly existing under the laws of the State of Texas, and (c) based solely upon the relevant FTAS Page, in good standing under the laws of the State of Texas.

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

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

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

7. The Material Documents to which the Developer is a party have been duly executed and delivered by the Developer and constitute the legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to the following qualifications:

(i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

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

9. The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions “**PLAN OF FINANCE**,” (except for the information under the subcaption “—**THE BONDS**,” “**THE NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS**,” “**THE NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS**,” “**THE DEVELOPMENT**,” and “**THE DEVELOPER**,” and, to the best of our knowledge, under the captions “**BONDHOLDERS’ RISKS**” (only as it pertains to the Developer, the Neighborhood Improvement Area #3 Improvements, the Neighborhood Improvement Area #4 Improvements and the Development), “**LEGAL MATTERS – Litigation – The Developer**,” “**CONTINUING DISCLOSURE – The Developer**” and “—**the Developer’s Compliance with Prior Undertakings**,” “**Appendix E-2**” and “**Appendix F**” [TO BE UPDATED UPON FINALIZING PLOM] adequately and fairly describes the information summarized under such captions and are correct as to matters of law.

In addition, based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the City and its counsel, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph, with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of _____, 2020, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, during the last twelve months, we have not been engaged to give substantive attention to, or represent the Developer in connection with, any actions, suits or proceedings pending in any court of law or equity, or before or by any governmental instrumentality that, if decided adversely to the Developer, could have a material adverse effect on the Developer with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against it of such Material Documents or the transactions described therein; (iv) the titles of the parties executing the Material Documents; (v) the operations or financial condition of the Developer; or (vi) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

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

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

Very truly yours,

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

Schedule I

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

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

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

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

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

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

(ii) Certificate of Fact with respect to the existence of HDC, dated _____, 2020;

(iii) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2020, at _____ .m., which statement indicates that, as of the date and time thereof, the right of HDC to transact business in Texas is "**active**";

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

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

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

(vii) Certificate of Fact with respect to the existence of RE PM, dated _____, 2020;

(viii) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2020, at _____ p.m., which statement indicates that, as of the date and time thereof, the right of RE PM to transact business in Texas is "**active**";

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

(x) Certificate of Formation of the Managing Member, certified by the Secretary of State of the State of Texas on November 6, 2012, and all amendments thereto;

(xi) Certificate of Fact with respect to the existence of the Managing Member, dated _____, 2020;

(xii) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2020 at _____ .m., which statement indicates that, as of the date and time thereof, the right of the Managing Member to transact business in Texas is "**active**";

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

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

(xv) Certificate of Fact with respect to the existence of Master Developer, dated _____, 2020;

(xvi) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2020, at _____ .m., which statement indicates that, as of the date and time thereof, the right of the Master Developer to transact business in Texas is “**active**”;

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

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

(xix) Certificate of Formation of Neighborhood Improvement Area #2 Developer, certified by the Secretary of State of the State of Texas on March 20, 2017;

(xx) Certificate of Fact with respect to the existence of Neighborhood Improvement Area #3 Developer, dated _____, 2020;

(xxi) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2020 at _____ .m., which statement indicates that, as of the date and time thereof, the right of the Neighborhood Improvement Area #3 Developer to transact business in Texas is “**active**”;

(xxii) Limited Liability Company Agreement of the Neighborhood Improvement Area #3 Developer, dated _____; and

(xxiii) Written Consent of the Members of Neighborhood Improvement Area #3 Developer, dated on or about the date hereof;

(xxiv) Certificate of Formation of Neighborhood Improvement Area #4 Developer, certified by the Secretary of State of the State of Texas on _____, 2018;

(xxv) Certificate of Fact with respect to the existence of Neighborhood Improvement Area #4 Developer, dated _____, 2020;

(xxvi) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2020 at _____ .m., which statement indicates that, as of the date and time thereof, the right of the Neighborhood Improvement Area #4 Developer to transact business in Texas is “**active**”;

(xxvii) Limited Liability Company Agreement of the Neighborhood Improvement Area #4 Developer, dated _____; and

(xxviii) Written Consent of the Members of Neighborhood Improvement Area #4 Developer, dated on or about the date hereof.

APPENDIX D-2

SHUPE VENTURA, PLLC

9406 Biscayne Blvd.
Dallas, Texas 75218
214.328.1101

[_____, 2020]

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

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

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Haynes & Boone, LLP
1221 McKinney Street
Houston, Texas 77010

§ _____
**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)**

Ladies & Gentlemen:

We have acted as special counsel to Celina Development North, LLC, a Texas limited liability company (the "Master Developer"), Bluewood Phase 3, LLC, a Texas limited liability company (the "Neighborhood Improvement Area #3 Developer"), and Bluewood Phase 4, LLC, a Texas limited liability company (the "Neighborhood Improvement Area #4 Developer"), collectively referred to as the "**Developer**" in connection with the issuance and sale by the City of Celina, Texas (the "City"), of \$3,060,000* "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project)" (the "Bonds"), pursuant to that certain Indenture of Trust dated as of October 1, 2020 (the "Indenture"), by and between the City and U.S. Bank National Association, a national banking association, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Wells North" located in the City and in the Wells North Public Improvement District.

* Preliminary, subject to change

The Bonds are being sold to FMSbonds, Inc. (the “Underwriter”), pursuant to that certain Bond Purchase Agreement dated October 13, 2020 (the “Bond Purchase Agreement”), between the City and the Underwriter. This opinion is being delivered pursuant to Section __() of the Bond Purchase Agreement.

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

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

- (a) The following documents to which the Developer is a party (collectively, the “Reviewed Documents”):
 - (1) the *PID Reimbursement Agreement Wells North*, effective March 29, 2016, executed and delivered by the City and the Master Developer;
 - (2) the *Amended and Restated Development Agreement (Wells North Tract)* effective as of November 10, 2015, by and between the City and the George White Family Limited Partnership (the “Original Landowner”), as further amended by that certain *First Amendment to Amended and Restated Development Agreement (Wells North Tract)* effective May 8, 2018, by and between the City and the Master Developer, as successor in interest to Original Landowner, and any future amendments thereto;
 - (3) the *Developer Letter of Representations* executed by the Developer as of _____, 2020; and
 - (4) the *Continuing Disclosure Agreement of the Developer* with respect to the Bonds, dated as of _____, 2020, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.
- (b) The *Preliminary Limited Offering Memorandum*, dated _____, 2020 relating to the issuance of the Bonds; and
- (c) The final *Limited Offering Memorandum* dated _____, 2020 relating to the issuance of the Bonds; and
- (d) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the Developer; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the

authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Developer delivered pursuant to the Bond Purchase Agreement; (d) the legal opinion delivered pursuant to the Bond Purchase Agreement by Haynes and Boone, LLP, co-counsel to the Developer and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Messer, Fort & McDonald, PLLC, special counsel to the City (collectively, the “Reliance Materials”). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

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

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

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

1. The Reviewed Documents constitute legal, valid, and binding obligations of and are enforceable against the Developer in accordance with their respective terms.

2. The execution, delivery, and performance by the Developer of its obligations under the Reviewed Documents do not violate any existing laws of the State of Texas applicable to the Developer or any ordinances of the City applicable to the Developer.

3. No consents or approvals are required from the City, the State of Texas, or any other political subdivision or agency of the State of Texas in connection with the execution, delivery, and performance by the Developer of its obligations under the Reviewed Documents except those consents and approvals: (i) already obtained; (ii) required or described in the express terms of the Reviewed Documents; and (iii) that are necessary for the Developer to perform its obligations under the Reviewed Documents and are ordinarily and customarily required to develop land within the City and to operate the businesses of the Developer that are described in the Reviewed Documents.

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

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

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

action begins to accrue; (xxii) an exemption from any sales or other taxes; (xiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

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

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

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

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

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

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the Bond Purchase Agreement and the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. A copy of this opinion letter may be delivered by the Underwriter in connection with the issuance of the Bonds, and the Underwriter may rely on the opinions expressed above. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the

date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

EXHIBIT A TO OPINION LETTER**ADDITIONAL ASSUMPTIONS**

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

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

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

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

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

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

APPENDIX D-3

[LETTERHEAD OF CHIEF CORPORATE COUNSEL TO HILLWOOD]

[_____, 2020]

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

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

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

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

\$ _____
**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)**

Ladies and Gentlemen:

I am the Chief Corporate Counsel for Hillwood Development Company, LLC, a Texas limited liability company, the 100% owner of RE Project Manager, LLC, a Texas limited liability company, the sole general partner of RE Project, LP, a Texas limited partnership, the sole managing member of Celina Development North, LLC, a Texas limited liability company, the sole member of Bluewood Phase 3, LLC, a Texas limited liability company and Bluewood Phase 4, LLC, a Texas limited liability company, (collectively referred to as the “**Developer**”).

This opinion is being delivered pursuant to Section 9(b)(iv) of the Bond Purchase Agreement dated as of October 13, 2020 between the City of Celina, Texas (the “**City**”) and FMSbonds, Inc. relating to the \$_____ “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project)” (the “**Bonds**”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as “Wells North” located in the City and the Wells North Public Improvement District. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Bond Purchase Agreement.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of the following documents being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the “**Material Documents**”):

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

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

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

The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the caption “**LEGAL MATTERS – Litigation – The Developer**” adequately and fairly describes the information summarized under such caption and is correct as to matters of law.

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

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

Very truly yours,

Steve Parker
Chief Corporate Counsel
Hillwood Development Company, LLC

D-3-2

EXHIBIT E

CLOSING CERTIFICATE OF DEVELOPER

Celina Development North, LLC, a Texas limited liability company (the "*Master Developer*"), Bluewood Phase 3, LLC, a Texas limited liability company (the "*Neighborhood Improvement Area #3 Developer*"), and Bluewood Phase 4, LLC, a Texas limited liability company (the "*Neighborhood Improvement Area #4 Developer*"), collectively referred to as the "*Developer*", DO HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

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

2. The Neighborhood Improvement Area #3 Developer is a Texas limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

3. The Neighborhood Improvement Area #4 Developer is a Texas limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

4. Representatives of the Developer have provided information to the City of Celina, Texas (the "*City*") and FMSbonds, Inc. (the "*Underwriter*") to be used in connection with the offering by the City of its \$3,060,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project) (the "*Bonds*"), pursuant to the Preliminary Limited Offering Memorandum, dated _____, 2020 (the "*Preliminary Limited Offering Memorandum*"), and Limited Offering Memorandum dated _____, 2020 (the "*Limited Offering Memorandum*").

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

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

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

* Preliminary, subject to change

- (a) that certain Developer Letter of Representations, dated October 13, 2020;
- (b) the PID Reimbursement Agreement Wells North effective March 29, 2016, executed and delivered by the City and the Master Developer;
- (c) the Amended and Restated Development Agreement (Wells North Tract) effective as of November 10, 2015, by and between the City and the George White Family Limited Partnership(the “Original Landowner”), as further amended by that certain First Amendment to Amended and Restated Development Agreement (Wells North Tract) effective May 8, 2018, by and between the City and the Master Developer, as successor in interest to Original Landowner, and any future amendments thereto; and
- (d) the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of October 1, 2020, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure, a division of Hilltop Securities Inc., as Dissemination Agent.

8. The Neighborhood Improvement Area #3 Developer owned all of the Neighborhood Improvement Area #3 Assessed Property (as defined in the Service and Assessment Plan) located in Neighborhood Improvement Area #3 of the District on the date that the Assessment Ordinance was adopted and such landowner is not an entity that may claim a homestead right under Texas law.

9. The Neighborhood Improvement Area #4 Developer owned all of the Neighborhood Improvement Area #4 Assessed Property (as defined in the Service and Assessment Plan) located in Neighborhood Improvement Area #4 of the District on the date that the Assessment Ordinance was adopted and such landowner is not an entity that may claim a homestead right under Texas law.

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

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

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

13. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps

of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaption "— The Bonds"), "THE NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS," "THE NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS," "THE DEVELOPMENT" and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Neighborhood Improvement Area #3 Improvements, the Neighborhood Improvements Area #4 Improvements, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," "APPENDIX E-2" and "APPENDIX F" and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and the date hereof, respecting the Developer and the portion of the Development owned by the Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or Limited Offering Memorandum.

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

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

16. The levy of the Neighborhood Improvement Area #3 Assessments on property in Neighborhood Improvement Area #3 of the District will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

17. The levy of the Neighborhood Improvement Area #4 Assessments on property in Neighborhood Improvement Area #4 of the District will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

18. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and

adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

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

[Signature page follows.]

Dated: _____

DEVELOPER:

Celina Development North, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Bluewood Phase 3, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

Bluewood Phase 4, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

APPENDIX F

[LETTERHEAD OF INTEGRA REALTY RESOURCES – DFW]

[_____] , 2020

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

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

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project) (the “Bonds”)

Ladies and Gentlemen:

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

1. Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated September 25, 2020 and the Limited Offering Memorandum for the Bonds, dated [_____] , 2020 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in Neighborhood Improvement Area #3 of the District, located in APPENDIX G to the Limited Offering Memorandum, and the description thereof, set forth under the caption “APPRAISAL — The Appraisal.”

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

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

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about [October __], 2020) which would render any such information in the Limited Offering

Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

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

Sincerely yours,

INTEGRA REALTY RESOURCES – DFW

By: _____
Its: _____

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

APPENDIX G

[LETTERHEAD OF MUNICAP, INC.]

[____], 2020

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

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

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

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

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project) (the “Bonds”)

Ladies and Gentlemen:

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

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated September 25, 2020, and the final Limited Offering Memorandum for the Bonds, dated [____], 2020 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES” and “THE PID ADMINISTRATOR” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

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

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about [____], 2020) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

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

Sincerely yours,

MUNICAP, INC.

By: _____
Its: _____

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of October 1, 2020 (this “Disclosure Agreement”) is executed and delivered by and between the City of Celina, Texas (the “Issuer”) and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (in such capacity, the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3-4 Project)” (the “Bonds”). The Issuer and the Dissemination Agent covenant and agree as follows:

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

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of October 1, 2020, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

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

“Administrator” shall mean the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

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

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

“Annual Issuer Report” shall mean any Annual Issuer Report prepared by the Issuer pursuant to, and as described in Section 3, containing the information required by Sections 3 and 4, of this Disclosure Agreement.

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

“Assessed Parcel” means for each respective parcel of land located within Neighborhood Improvement Area #3 and Neighborhood Improvement Area #4 of the District against which a Special Assessment is levied.

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

“Developer” shall mean, collectively, the Neighborhood Improvement Area #3 Developer, the Neighborhood Improvement Area #4 Developer, the Master Developer and the Affiliates of such entities.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of October 1, 2020 executed and delivered by the Developer and the Dissemination Agent.

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

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

“District” shall mean Wells North Public Improvement District.

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

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

“Fiscal Year” shall mean the twelve consecutive months beginning on October 1 and ending on September 30, as same may be changed in accordance with section 3 below.

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

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

“Master Developer” shall mean Celina Development North, LLC, a Texas limited liability company, and its successors and assigns.

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

“Neighborhood Improvement Area #3” shall mean the third phase to be developed within the District and further identified and depicted in Table II-B in the Service and Assessment Plan.

“Neighborhood Improvement Area #3 Assessments” shall have the meaning assigned to such term in the Indenture.

“Neighborhood Improvement Area #3 Developer” shall mean Bluewood Phase 3, LLC, a Texas limited liability company, and its successors and assigns.

“Neighborhood Improvement Area #3 Improvements” shall have the meaning assigned to such term in the Indenture.

“Neighborhood Improvement Area #4” shall mean the fourth phase to be developed within the District and further identified and depicted in Table II-B in the Service and Assessment Plan.

“Neighborhood Improvement Area #4 Assessments” shall have the meaning assigned to such term in the Indenture.

“Neighborhood Improvement Area #4 Developer” shall mean Bluewood Phase 4, LLC, a Texas limited liability company, and its successors and assigns.

“Neighborhood Improvement Area #4 Improvements” shall have the meaning assigned to such term in the Indenture.

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

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

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

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

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

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

“Special Assessments” means the aggregate Neighborhood Improvement Area #3 Assessments and Neighborhood Improvement Area #4 Assessments.

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

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ended September 30, 2020, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and later than the date required in Section 4 of this Disclosure Agreement for the filing of the Annual Issuer Report, if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than six months after the end of the Issuer’s Fiscal Year. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall file notice of such change (and of the period of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Issuer Report pursuant to this paragraph. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six months after the end of each Fiscal Year; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year.

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

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

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

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

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

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

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

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

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

(ii) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "Annual Service Plan Update"), including any changes to the methodology for levying the Neighborhood Improvement Area #3 Assessments or Neighborhood Improvement Area #4 Assessments (collectively, the "Special Assessments"). Until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Neighborhood Improvement Area #3 Assessments levied within Neighborhood Improvement Area #3 and the Neighborhood Improvement Area #4 Assessments levied within Neighborhood Improvement Area #4, such Annual Service Plan Update shall include the number of new homes completed in Neighborhood Improvement Area #3 and Neighborhood Improvement Area #4 during such Fiscal Year and the aggregate number of new homes completed within Neighborhood Improvement Area #3 and Neighborhood Improvement Area #4 since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2020.

(iii) The individual and aggregate taxable assessed valuation for parcels or lots within Neighborhood Improvement Area #3 and Neighborhood Improvement Area #4 based on the most recent certified tax roll available to the Issuer.

(iv) For Neighborhood Improvement Area #3 and Neighborhood Improvement Area #4, the total amount of Annual Installments assessed and collected during such Fiscal Year, together with the amount of delinquent Special Assessments collected and Special Assessments prepaid during such Fiscal Year.

(v) As of February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year), the total amount of the following with respect to Neighborhood Improvement Area #3 and Neighborhood Improvement Area #4:

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

(vi) The current or delinquent status of the payment of the Special Assessments for each parcel or lot in Neighborhood Improvement Area #3 or Neighborhood Improvement Area #4 as of February 15 of the calendar year immediately succeeding such Fiscal Year.

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

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

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

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

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

SECTION 5. Reporting of Significant Events.

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

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

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

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

The Issuer does not intend for any sale by the Developer of real property within Neighborhood Improvement Area #3 or Neighborhood Improvement Area #4 in the ordinary course of the Developer's business to be considered a significant event for the purposes of paragraph (10) above.

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

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

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

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

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the Issuer shall have the

sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

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

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

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

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to such series of Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with

or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.

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

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

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

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

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

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have

no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

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

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Neighborhood Improvement Area #3 Assessments collected from the property owners in Neighborhood Improvement Area #3 of the District or from the Neighborhood Improvement Area #4 Assessments collected from the property owners in Neighborhood Improvement Area #4 of the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the

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

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

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

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

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

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure

Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from Neighborhood Improvement Area #3 Assessments collected from the property owners in Neighborhood Improvement Area #3 of the District or from Neighborhood Improvement Area #4 Assessments collected from the property owners in Neighborhood Improvement Area #4 of the District, for its fees and expenses of the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. Pursuant to Section 2270.002, Texas Government Code, the Dissemination Agent hereby verifies that neither the Dissemination Agent, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent, if any, boycotts Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable state or federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Dissemination Agent understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent and exists to make a profit.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Dissemination Agent represents that neither the Dissemination Agent, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

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

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

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

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

[remainder of page left blank intentionally]

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

CITY OF CELINA, TEXAS
(as Issuer)

By: _____
City Manager

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)

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

By: _____
Authorized Officer

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)

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

Name of Issuer: City of Celina, Texas
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2020
 (Wells North Public Improvement District Neighborhood
 Improvement Areas #3-4 Project)
 Date of Delivery _____, 20____
 CUSIP Nos: [Insert CUSIP Nos]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of the Issuer dated October 1, 2020, between the Issuer and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

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

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

EXHIBIT B

**CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREAS #3-4 PROJECT)**

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

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

BONDS OUTSTANDING

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

INVESTMENTS

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

*Excluding Audited Financial Statements of the Issuer

Attachment: Bond Ordinance (Wells North NIA#3 & NIA#4- Bond Ordinance)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

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

LIABILITIES

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

EQUITY

Assets Less Liabilities	_____
Parity Ratio	_____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

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

[Insert a line item for each applicable listing]

EXHIBIT C

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

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

March 1

29/30

the collection-foreclosure procedure will proceed against all delinquent properties.

Trustee pays bond interest payments to bondholders.

Reserve Fund payment to Bond Fund may be required if Special Assessments are below approximately 50% collection rate.

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

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

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

March 20

48/49

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

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

April 15

74/75

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

If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections,

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

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



Life Connected.

Development Services
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: October 13, 2020
 Re: 20-03 Annexation Petition Verification

Action Requested:

Discussion regarding City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 897 acres, in the extraterritorial jurisdiction; generally located west of Farm To Market Road 2478, south of Katie Court, north of Parvin Road, and east of FM 1385, as described below. (20-03 Annexation Petition Verification) (Tarrant)

- 1) Denton CAD Property ID 52814, being an approximate 15.582 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2; generally located approximately 800 feet south of FM 428 and approximately 1,300 feet east of FM 1385,
- 2) Denton CAD Property ID 159742, being an approximate 3.919 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3A; generally located south of FM 428 and approximately 2,000 feet east of FM 1385,
- 3) Denton CAD Property ID 159743, being an approximate 4.082 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2A; generally located approximately 800 feet south of FM 428 and approximately 2,000 feet east of FM 1385,
- 4) Denton CAD Property ID 524106, being an approximate 14.642 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3B; generally located south of FM 428 and approximately 1,300 feet east of FM 1385,
- 5) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,
- 6) Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,
- 7) Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,
- 8) Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,
- 9) Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 24; generally located east

- of Preston Lakes Drive and north of Kristina Court,
- 10) Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,
 - 11) Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 34; generally located south of Kathie Court and west of the BNSF Railroad,
 - 12) Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,
 - 13) Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,
 - 14) Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,
 - 15) Collin CAD Property ID 1497918, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 19; generally located north of Mark Alexander Court and approximately 1,400 feet west of Kristina Court,
 - 16) Collin CAD Property ID 1497927, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 20; generally located north of Mark Alexander Court and approximately 1,000 feet west of Kristina Court,
 - 17) Collin CAD Property ID 1497954, being an approximate 11.278 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 23; generally located west of the BNSF Railroad and east of Kristina Court,
 - 18) Collin CAD Property ID 1498016, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 29; generally located approximately 1,000 feet west of the BNSF Railroad and north of Kristina Court,
 - 19) Collin CAD Property ID 1725743, being an approximate 50.334 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 Jno M Herron Survey, Tract 7; generally located east of Preston Road and south of CR 100,
 - 20) Denton CAD Property ID 52737, being an approximate 9.08 acre tract of land in Denton County, Texas, legally described as Abstract No. 791A in the J. Morton Survey, Tract 4A(3); generally located approximately 1,250 feet east of Smiley Road and approximately 500 feet north of Old Dairy Farm Road,
 - 21) Denton CAD Property ID 155336, being an approximate 0.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 3; generally located 1,800 feet east of Smiley Road and approximately 900 feet north of Old Dairy Farm Road,
 - 22) Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 17b; generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,
 - 23) Collin CAD Property ID 1004549, being an approximate 64.4 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 4; generally located west of the BNSF Railroad and south of CR 99,
 - 24) Collin CAD Property ID 1725752, being an approximate 12.6 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 6; generally located east of the BNSF Railroad and approximately 450 feet south of CR 99,
 - 25) Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin

- County, Texas, legally described as Preston 450 Addition (GCN), Lot 21; generally located north of Mark Alexander Court and approximately 700 feet west of Kristina Court,
- 26) Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,
 - 27) Collin CAD Property ID 2656677, being an approximate 150.667 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 18; generally located on the southwest corner of Choate Parkway and Custer Road,
 - 28) Collin CAD Property ID 2794435, being an approximate 170.958 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 14; generally located south of Choate Parkway and approximately 1,500 feet west of Custer Road,
 - 29) Collin CAD Property ID 2794473, being an approximate 50.117 acre tract of land in Collin County, Texas, legally described Abstract No. 945 in the Coleman Watson Survey, Tract 28; generally located north of Brinkmann Ranch Road Parkway and approximately 2,500 feet west of Custer Road, and
 - 30) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road, plus, all county road right-of-way adjacent to the above-described property.

Background Information:

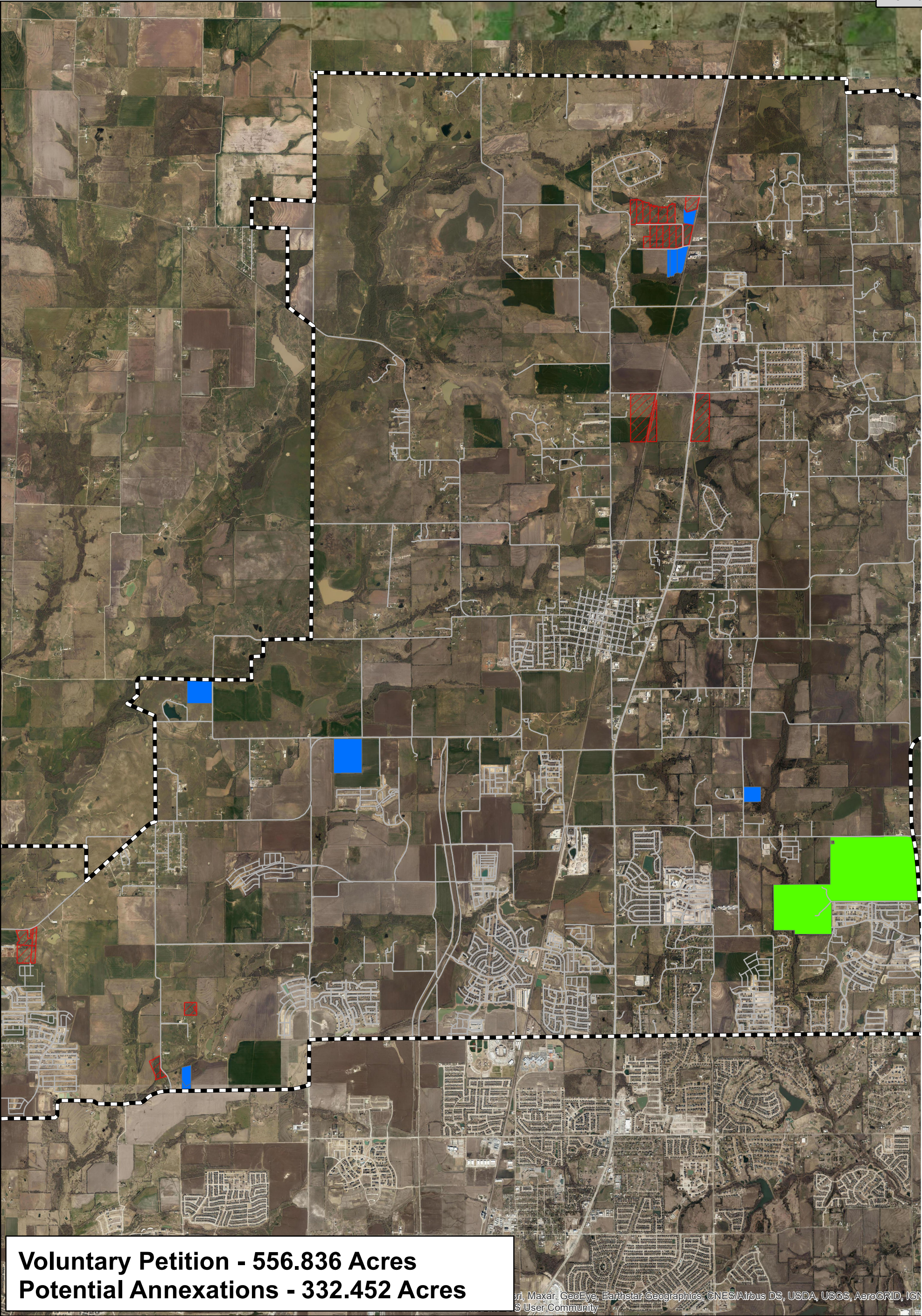
Please refer to the attachments for additional information.

Supporting Documents:

- Location Map
- C-4 Annexation Application
- Petition Verification Table

Staff Recommendation:

The staff recommends approval.



Attachment: Location Map (20-03 Annexation Petition Verification)

Voluntary Petition - 556.836 Acres
Potential Annexations - 332.452 Acres

CELINA
TEXAS
EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 10/7/2020

Legend

- Ultimate Boundary
- Voluntary Petition
- Potential Annexations
- Deferrals Signed / Annexed

N
W E
S

0 4,700 9,400
Feet

Packet Pg. 998

C-4 VOLUNTARY ANNEXATION PETITION OF THE CITY OF CELINA, TEXAS:

The City of Celina has adopted a Resolution of Intent to annex the area described below, provided notice and conducted a public hearing as required by Texas Local Government Code Sections 43.0682, 43.0683 and 43.0684. The City of Celina is now seeking to gather signatures of more than 50% of the registered voters of the area OR, if the registered voters of the area do not own more than 50% of the land in the area, the owners having an ownership interest greater than 50% of the hereinafter described tract(s) or parcel(s) of land (collectively, the "Area").

ONLY IF YOU CONSENT TO THE ANNEXATION OF YOUR PROPERTY AND/OR THE PROPERTY UPON WHICH YOU RESIDE AS A REGISTERED VOTER, execute a signature page below that indicates (A) whether you are an owner of property in the Area, (B) a registered voter in the Area, or (C) both. If the number of signatures required by state law are received, annexation will extend the present city limits over the Area, containing approximately 889.288 acres of land, described as follows:

- 1) Denton CAD Property ID 52814, being an approximate 15.582 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2; generally located approximately 800 feet south of FM 428 and approximately 1,300 feet east of FM 1385,
- 2) Denton CAD Property ID 159742, being an approximate 3.919 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3A; generally located south of FM 428 and approximately 2,000 feet east of FM 1385,
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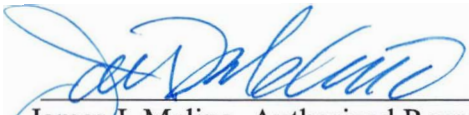
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I desire to enter into a written agreement for municipal services to my property with the City of Celina pursuant to Section 43.0672 of the Local Government Code. If any portion of my property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that (a) I was offered a development agreement pursuant to Section 43.016 of the Local Government Code, (b) declined said development agreement and/or entered into an agreement pursuant to Section 212.172 of the Local Government Code, and (c) voluntarily executed this petition.

I further certify and attest that I have the authority to petition for annexation for the portion of the Area that I own or where I am a registered voter, or both.

OWNER:

CELINA 557 PARTNERS, L.P.,
A Texas limited partnership

Signature:  Number of acres owned: 556.836 Acres
Print Name: James J. Melino, Authorized Representative

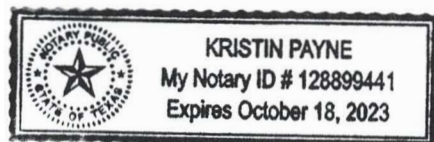
NOTARY ACKNOWLEDGEMENT(S)

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **James J. Melino**, 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 on behalf of the Owner.

Given under my hand and seal of office this 26th day of June, 2020.

(SEAL)



Kristin Payne
NOTARY PUBLIC in and for the
STATE OF TEXAS

Kristin Payne
Printed Name
My commission expires: October 18, 2023

Attachment: Final Application (20-03 Annexation Petition Verification)

FOR OFFICE USE ONLY:

The City has verified that the above signatories to this voluntary petition for annexation pursuant to subchapter C-4 of Chapter 43 of the Texas Local Government Code constitute more than 50% of the registered voters of the area OR, if the registered voters of the area do not own more than 50% of the land in the area, having an ownership interest greater than 50% of the herein described Area.

The signatures hereto were gathered during the time period prescribed by Section 43.0685(b) of the Texas Local Government Code.

Date of verification by City: _____

Attachment: Final Application (20-03 Annexation Petition Verification)

Prop ID	Owner	Address	City	State	Zip	Acres
2656677	Celina 557 Partners LP	8750 N Central Expy Ste 1735	DALLAS	TX	75231-6414	150.667
2794473	Celina 557 Partners LP	8751 N Central Expy Ste 1735	DALLAS	TX	75231-6415	50.117
2794435	Celina 557 Partners LP	8752 N Central Expy Ste 1735	DALLAS	TX	75231-6416	170.958
2122311	Celina 557 Partners LP	8753 N Central Expy Ste 1735	DALLAS	TX	75231-6417	185.094
Total Signed						556.836
52814	BLUE ANGUS RANCH LP	6533 PRESTON RD STE 300	PLANO	TX	75024-2691	16.61
159742	BLUE ANGUS RANCH LP	6533 PRESTON RD STE 300	PLANO	TX	75024-2691	4.29
159743	BLUE ANGUS RANCH LP	6533 PRESTON RD STE 300	PLANO	TX	75024-2691	4.73
524106	BLUE ANGUS RANCH LP	6533 PRESTON RD STE 300	PLANO	TX	75024-2691	13.11
1498007	CHEN WEN & TIMOTHY WANG & AMY ZHENG &	622 SPRING HILL DR	COPPELL	TX	75019-6648	9.54
99165	CLP MANAGEMENT LLC	107 E 3RD ST	PROSPER	TX	75078	10.86
155335	CLP MANAGEMENT LLC	107 E 3RD ST	PROSPER	TX	75078	1.97
1497909	COBB DUSTIN V & CHERYL J	PO BOX 37363	PHOENIX	AZ	85069-7363	10.09
1497963	EVANS BRYCE C & ANGELA IRENE	237 CREEKSIDE DR	MURPHY	TX	75094-4328	9.82
1497972	EVANS BRYCE C & ANGELA IRENE	237 CREEKSIDE DR	MURPHY	TX	75094-4328	9.88
1498061	GADIRAJU RAJU &	2100 DEERFIELD DR	PLANO	TX	75023-5242	11.93
1931832	KHORSAND JAY & SIROSPUR SHERRY	5701 CEDAR GROVE CIR	PLANO	TX	75093-8579	9.75
1497990	KIA GRAYSON LAND MGMT LLC	5404 PRINCE LN	FLOWER MOUND	TX	75022-8100	9.73
1497981	MENDOZA ELPIDIO & ARCELIA DIAZ-DE-MENDOZA	10201 OLIVIA DR	MCKINNEY	TX	75072-2898	9.51
1497918	NORTH TEXAS WINDMILL LP	PO BOX 427	ADDISON	TX	75001-0427	10.08
1497927	NORTH TEXAS WINDMILL LP	PO BOX 427	ADDISON	TX	75001-0427	10.06
1497954	NORTH TEXAS WINDMILL LP	PO BOX 427	ADDISON	TX	75001-0427	10.32
1498016	NORTH TEXAS WINDMILL LP	PO BOX 427	ADDISON	TX	75001-0427	9.56
1725743	PRESTON ACREAGE LP & SPARTAN TEXAS SIX CELINA LTD	5145 LONGVUE DR	FRISCO	TX	75034-7560	49.81
52737	PROSPER 30 PARTNERS, LLC	6950 TPC DR STE 120	MCKINNEY	TX	75070	9.13
155336	PROSPER 30 PARTNERS, LLC	6950 TPC DR STE 120	MCKINNEY	TX	75070	0.75
1963044	TOMPLAIT RANDAL & PAMELA	PO BOX 1210	CELINA	TX	75009-1210	4.94
1004549	WILLARD DENISE LYNN	724 BOUNDS RD	GUNTER	TX	75058-2000	63.70
1725752	WILLARD DENISE LYNN	724 BOUNDS RD	GUNTER	TX	75058-2000	12.70
1497936	WILSON SARAH TRUSTEE	6342 ANNAPOLIS LN	DALLAS	TX	75214-2105	10.16
1497945	WILSON SARAH TRUSTEE	6342 ANNAPOLIS LN	DALLAS	TX	75214-2105	9.42
Total Unsigned						332.452
TOTAL ACREAGE						889.288

This C-4 annexation is for a total of 889.288 acres

The 4 properties who have signed represent 556.836 acres

556.836 acres out of the total acreage of 889.288 represents approximately 62% of signatures

This is more than 50% of ownership interest, which satisfies the C-4 voluntary annexation petition process

Attachment: Petition Verification Table (20-03 Annexation Petition Verification)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: October 13, 2020
 Re: 20-03 Annexation Petition Verification Resolution

Action Requested:

Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 897 acres, in the extraterritorial jurisdiction; generally located west of Farm To Market Road 2478, south of Katie Court, north of Parvin Road, and east of FM 1385, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (20-03 Annexation Petition Verification Resolution) (Mohan)

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- 21) Denton CAD Property ID 155336, being an approximate 0.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 3; generally located 1,800 feet east of Smiley Road and approximately 900 feet north of Old Dairy Farm Road,
- 22) Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 17b; generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,
- 23) Collin CAD Property ID 1004549, being an approximate 64.4 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 4; generally located west of the BNSF Railroad and south of CR 99,
- 24) Collin CAD Property ID 1725752, being an approximate 12.6 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 6; generally

- located east of the BNSF Railroad and approximately 450 feet south of CR 99,
- 25) Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 21; generally located north of Mark Alexander Court and approximately 700 feet west of Kristina Court,
 - 26) Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,
 - 27) Collin CAD Property ID 2656677, being an approximate 150.667 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 18; generally located on the southwest corner of Choate Parkway and Custer Road,
 - 28) Collin CAD Property ID 2794435, being an approximate 170.958 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 14; generally located south of Choate Parkway and approximately 1,500 feet west of Custer Road,
 - 29) Collin CAD Property ID 2794473, being an approximate 50.117 acre tract of land in Collin County, Texas, legally described Abstract No. 945 in the Coleman Watson Survey, Tract 28; generally located north of Brinkmann Ranch Road Parkway and approximately 2,500 feet west of Custer Road, and
 - 30) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road, plus, all county road right-of-way adjacent to the above-described property.

Background Information:

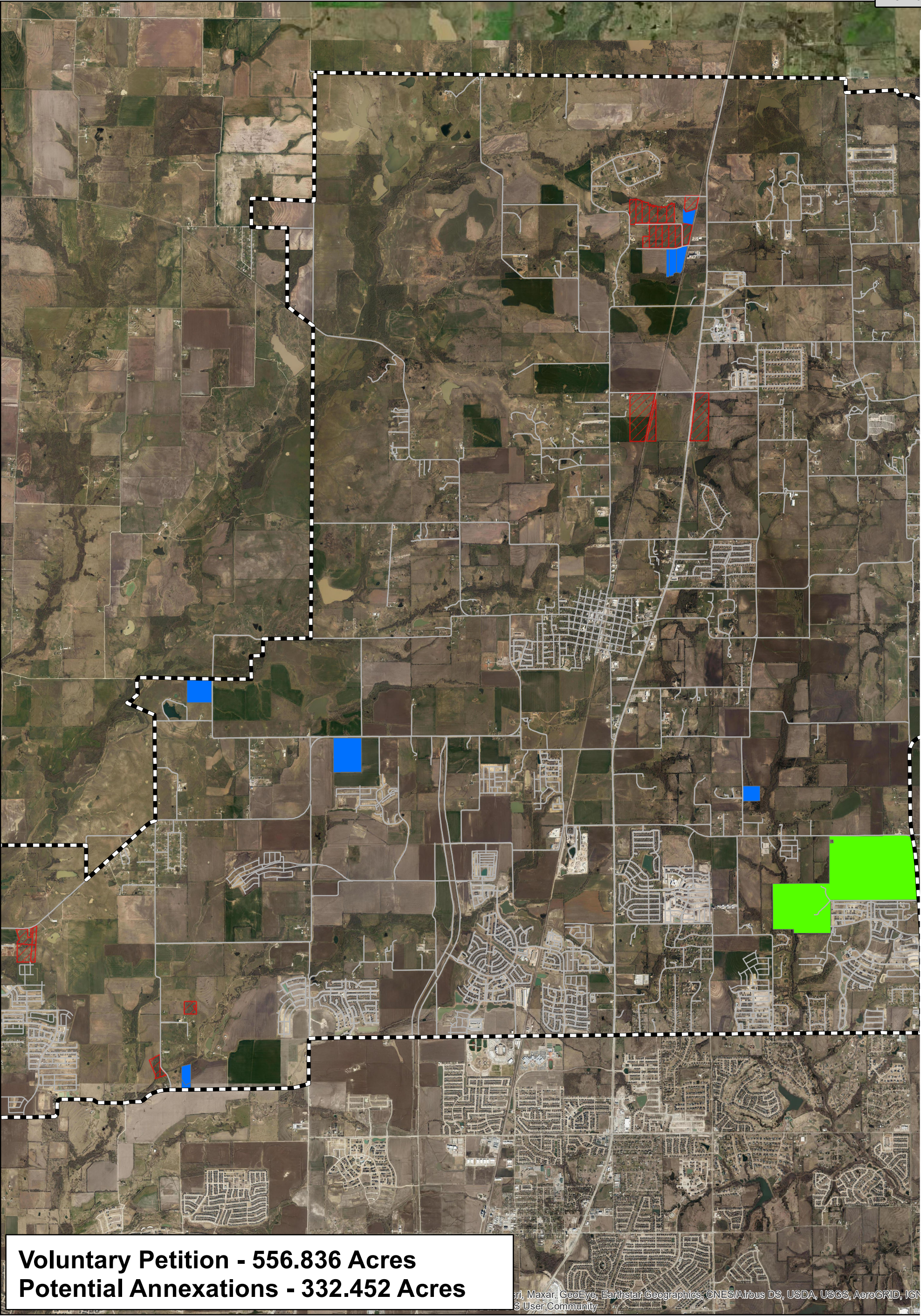
Please refer to the attachment for additional information.

Supporting Documents:

- Location Map
- Staff Presentation
- Resolution

Staff Recommendation:

The staff recommends approval.



Attachment: Location Map (20-03 Annexation Petition Verification Resolution)

Voluntary Petition - 556.836 Acres
Potential Annexations - 332.452 Acres

Data provided by: Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

CELINA
TEXAS
EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 10/7/2020

Legend

- Ultimate Boundary
- Voluntary Petition
- Potential Annexations
- Deferrals Signed / Annexed

N
W E
S

0 4,700 9,400

Feet

Packet Pg. 1008

Annexation 20-03

Petition Verification

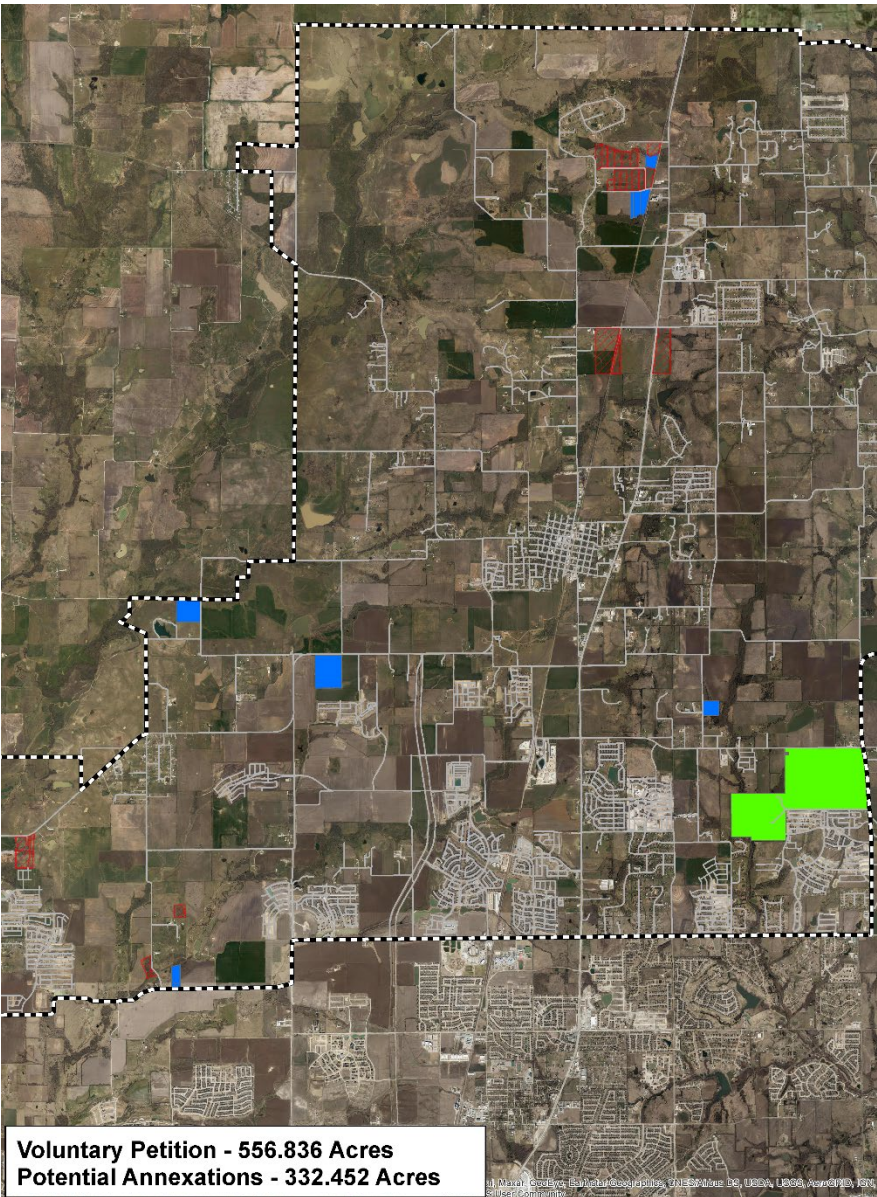
City Council

October 13, 2020

Annexation Map

Legend

-  Ultimate Boundary
-  Voluntary Petition
-  Potential Annexations
-  Deferrals Signed / Annexed



Annexation Timeline

- ~~April 14, 2020 – Annexation Resolution~~
- ~~May 12, 2020 – 1st Public Hearing~~
- October 2020 – Petition Verification
- November 10, 2020 – 2nd Public Hearing
- December 8, 2020 – 3rd Public Hearing and Annexation Ordinance adoption

Recommendation

- Staff recommends approval

CITY OF CELINA, TEXAS

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF CELINA, TEXAS, ACCEPTING THE CITY SECRETARY'S VERIFICATION OF THE SIGNATURES TO THE PETITION FOR ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT BEING ±889.288 ACRES GENERALLY LOCATED WEST OF FARM TO MARKET ROAD 2478, SOUTH OF KATIE COURT, NORTH OF PARVIN ROAD, AND EAST OF FM 1385 AND THAT PORTION OF ALL COUNTY ROAD RIGHTS-OF-WAY ADJACENT TO SAID TERRITORY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; CALLING TWO PUBLIC HEARINGS REGARDING ANNEXATION AND THE SERVICE PLAN, DIRECTING NOTICES OF PUBLIC HEARING BE PROVIDED AS PRESCRIBED BY LAW; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton Counties, Texas, created in accordance with the provisions of the Texas Local Government Code (the "Act") and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter; and

WHEREAS, legal descriptions of the area proposed to be annexed is attached hereto as Exhibit "A" and the area, and adjacent right-of-way to be annexed, is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word (together the "Area"); and

WHEREAS, the City Council adopted Resolution No. 2020-24R expressing its intent to annex the Area and containing all elements required by Section 43.0682 of the Act (the "Resolution of Intent"); and

WHEREAS, following proper notice, a public hearing was held on May 12, 2020, which date was not earlier than 21 days or later than the 30th day after the date of adoption of the Resolution of Intent, after which the City circulated a petition in conformance with the requirements of Section 43.0685 of the Act (the "Petition"); and

WHEREAS, the Petition period prescribed by Section 43.0685 of the Act has ended and the City Secretary verified to the City Council that the Petition contained the minimum number of signatures required to annex the Area; and

WHEREAS, the City Council directs publication, mailing and distribution of notice(s) for two public hearings, as required by the Act, to consider the annexation of the Area; and

WHEREAS, all required statutory notices and procedures related to the Petition in Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the act, a Service Plan for the Area to be annexed, which was included with the Resolution of Intent, shall be presented at the public hearings and made available to the public, and is attached hereto as Exhibit “C” and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Area to be annexed, as set forth in the Petition, is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of the Area is within the extraterritorial jurisdiction of any other incorporated city or town.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct, are incorporated herein, are legislative findings of the City Council, and are made a part hereof for all purposes.

SECTION 2 **ACCEPTANCE OF PETITION VERIFICATION, CALLING OF PUBLIC HEARINGS AND PROVIDING NOTICES**

A. Acceptance of Petition Verification. Prior to the City Council adopting this resolution, the City Secretary, in an open meeting of the City Council, verified that:

- i. the Area has a population of less than 200; and
- ii. registered voters of the Area proposed to be annexed and described in the Petition do not own more than 50 percent of the land in the Area; and
- iii. the Petition was signed by the owners of land in the Area that are not registered voters; and
- iv. the Petition clearly stated whether each signer was signing as a registered voter of the Area, an owner of land in the Area, or both; and
- v. the Petition was signed by more than 50 percent of the owners of land in the Area; and
- vi. the signatures sufficient to verify the Petition were placed on the Petition during the timeframe required by Section 43.0685(b) of the Act.

The City Council hereby accepts and approves the verification, finds and affirms that the statements in this Section 2.A. are true and correct, and adopts the statements in this Section 2.A. as legislative findings of the City Council.

B. Calling of Public Hearings. The City Council hereby calls two public hearings about annexation of the Area, at which members of the public shall be given an opportunity to be heard, at **CELINA COUNCIL CHAMBERS, 112 NORTH COLORADO, CELINA, TEXAS 75009**, on the following dates and times (the second public hearing shall

be not earlier than the 10th day after the first public hearing):

- i. November 10, 2020 at 5:00 p.m.; and
- ii. December 8, 2020 at 5:00 p.m.

The ordinance annexing the Area may be adopted immediately following the second public hearing called above.

C. Notice of Results of Petition and Public Hearings. The City Secretary is hereby authorized and directed to cause notice of the results of the Petition and notice of the two public hearings called by Section 2.B. to be sent to; (i) residents and property owners in the Area, (ii) any school district or public entity providing services to the Area, and (iii) any railroad having right-of-way in the Area, at least 11 days before the date of the first public hearing. In addition, such notice shall be posted on the City's website and published once in a newspaper having general circulation in the City and in the Area at least 11 days before the date of the first public hearing.

SECTION 3 **SERVICE PLAN**

The proposed Service Plan for the Area, attached hereto as Exhibit "C", shall be presented at the beginning of the public hearings, made publicly available and submitted in accordance with Chapter 43 of the Texas Local Government Code.

SECTION 4 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this resolution, or application thereof to any land, property, person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution, and the City Council hereby declares it would have passed such remaining portions of this resolution despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A", the City Council would have included all remaining Area having correct calls or descriptions and or would have corrected the call or description to include the entire intended Area in this resolution.

SECTION 5 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 6 **EFFECTIVE DATE**

This resolution shall be in full force and effect from and after its date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this

13th day of October, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

City Attorney/Attorney for City
City of Celina, Texas

Attachment: Resolution (20-03 Annexation Petition Verification Resolution)

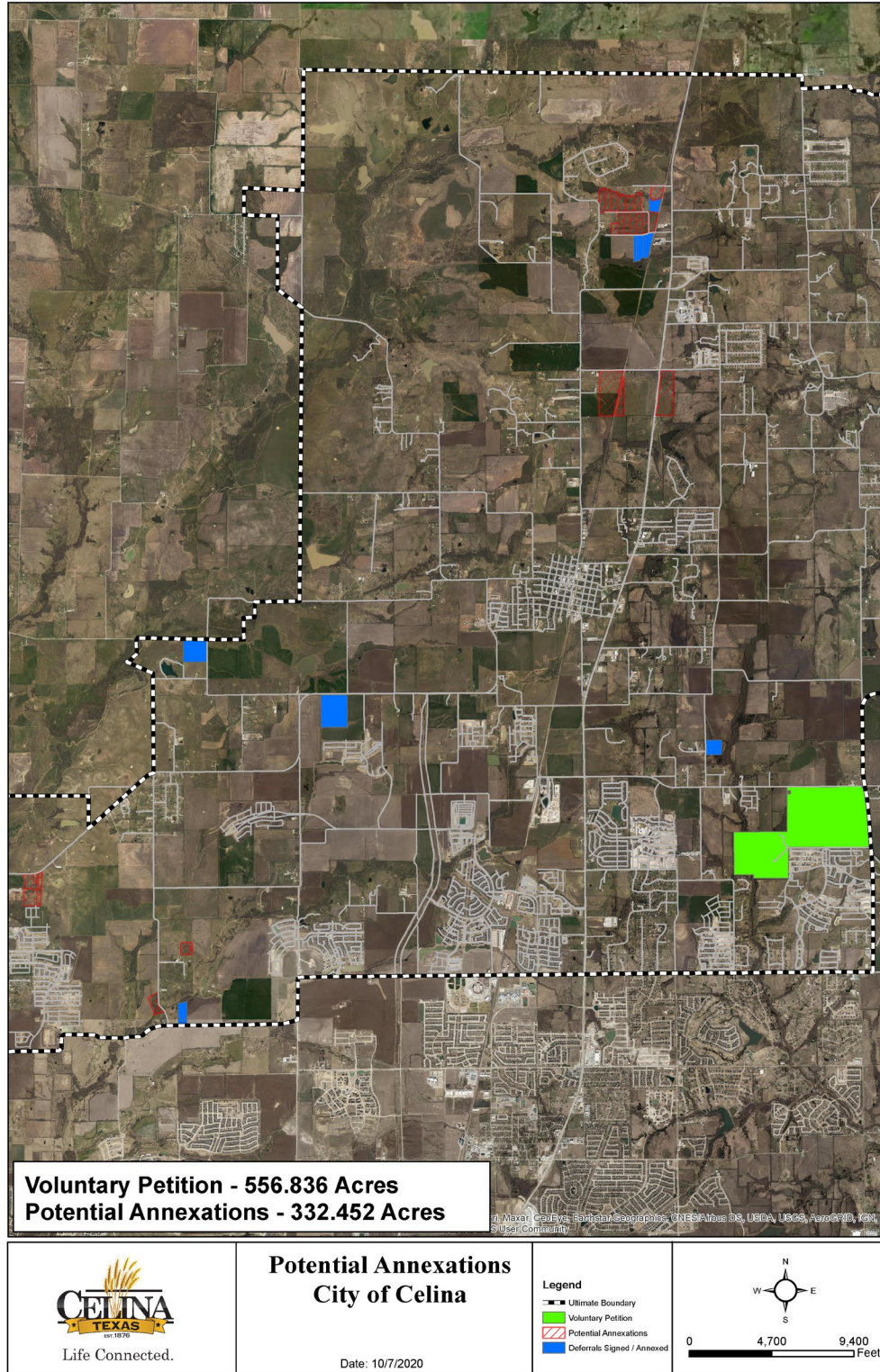
Exhibit “A”
LEGAL DESCRIPTION OF AREA

- 1) Denton CAD Property ID 52814, being an approximate 15.582 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2; generally located approximately 800 feet south of FM 428 and approximately 1,300 feet east of FM 1385,
- 2) Denton CAD Property ID 159742, being an approximate 3.919 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3A; generally located south of FM 428 and approximately 2,000 feet east of FM 1385,
- 3) Denton CAD Property ID 159743, being an approximate 4.082 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2A; generally located approximately 800 feet south of FM 428 and approximately 2,000 feet east of FM 1385,
- 4) Denton CAD Property ID 524106, being an approximate 14.642 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3B; generally located south of FM 428 and approximately 1,300 feet east of FM 1385,
- 5) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,
- 6) Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,
- 7) Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,
- 8) Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,
- 9) Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 24; generally located east of Preston Lakes Drive and north of Kristina Court,
- 10) Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,
- 11) Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 34; generally located south of Kathie Court and west of the BNSF Railroad,
- 12) Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,
- 13) Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,
- 14) Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,

- 15) Collin CAD Property ID 1497918, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 19; generally located north of Mark Alexander Court and approximately 1,400 feet west of Kristina Court,
- 16) Collin CAD Property ID 1497927, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 20; generally located north of Mark Alexander Court and approximately 1,000 feet west of Kristina Court,
- 17) Collin CAD Property ID 1497954, being an approximate 11.278 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 23; generally located west of the BNSF Railroad and east of Kristina Court,
- 18) Collin CAD Property ID 1498016, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 29; generally located approximately 1,000 feet west of the BNSF Railroad and north of Kristina Court,
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- west of Custer Road, and
- 30) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road, plus, all county road right-of-way adjacent to the above-described property.

Exhibit "B"
DEPICTION OF AREA, INCLUDING ADJACENT COUNTY ROWs



Attachment: Resolution (20-03 Annexation Petition Verification Resolution)

Exhibit “C” Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level

consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

- c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.