Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, SEPTEMBER 14, 2021
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. Summer Reading Program 2021 recognitions (Shaw)

B. Arbor Day Proclamation (McAfee)

C. Addie Davenport Proclamation (Terry)

D. National Payroll Week Proclamation (Bromiley)

E. Texas Association of Municipal Information Officers Award (Lynch)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Employee introductions (Laumer) (Bromiley)

B. Utility Rate Study presentation (Wildan)

C. Upper Trinity Regional Water District update (Howard)

D. Personnel Policy update (Stovall)

E. Discussion regarding any and/or all agenda items

V. OPEN FORUM:

Open Forum is for information only. If you wish to speak, please sign the "Speaker List" with the City Secretary. Speakers are limited to three (3) minutes. The Council can take no action. No charges and/or complaints will be heard against any elected official or employee of the city that are prohibited by law.

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

VI. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, 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, and

Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.

A. Discussion regarding negotiations related to the Huffines Development Agreement; generally located in the northeastern quadrant of the City's extra territorial jurisdiction. (McAfee)

B. Discussion regarding an amendment to the Gateway Celina Development Agreement; generally located on the southwest corner of Oklahoma Drive and future Sunset Boulevard. (Mohan)

C. Discussion regarding negotiations related to the Green Meadows Development Agreement.

D. Discussion regarding negotiations related to the Belknap Development Agreement.

E. Discussions regarding negotiations related to the Parks at Wilson Creek Development Agreement.

F. Discussions regarding negotiations related to the Legacy Hills (Dynavest) Amended Development Agreement.

G. Shea Scott v. The City of Celina, Texas, Cause No. DC-20-18195

Reconvene Into Open Session

H. 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 - Aug 10, 2021 5:00 PM

2. City Council - Special Meeting - Aug 28, 2021 9:00 AM

B. Consider and act upon a resolution of a Governing Policy to increase government transparency and accountability to the public, through the method of written principles, polices, and procedures. (Laumer)

C. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Thrown Axe Company, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Axe Throwing – DIP) (Mohan)

D. Consider and act upon a Development Agreement for approximately 36 acres of land, generally located west of Custer Road and approximately 1,800 feet north of Ousley Boulevard. (Honey Creek Estates/Herrin DA) (Mohan)

E. Consider and act to authorize the Mayor to execute a contract by and between the City of Celina and Marilee Special Utility District for the sixth addendum to the Full and Final Settlement Agreement and Release executed on April 24, 2001. (6th Addendum for Settlement with Marilee) (Mohan)

F. Consider and act upon an amendment to the Legacy Hills (Dynavest) development agreement; generally located north of J. Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road, within the City Limits. (Legacy Hills– DA Amendment) (McAfee)

G. Consider and act upon a request to amend and restate Capital Recovery Fees Economic Development Agreement for Legacy Hills (Dynavest); generally located north of J. Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road, within the City Limits. (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees) (McAfee)

H. Consider and act upon a Second Amendment to the Amended and Restated Development Agreement between the City of Celina and The Parks at Wilson Creek, L.P. for The Parks at Wilson Creek development (amending documents recorded in the Official Public Records of Collin County as Instrument Numbers 20150917001181966 and 20191021001322210). (Parks at Wilson Creek - DA Amendment) (Lopez)

I. Consider and act upon a request for an amendment to the Green Meadows Development Agreement; generally located west of Legacy Drive and north of Parvin Road. (Green Meadows - DA Amendment) (Mohan)

J. Consider and act upon a resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Sutton Fields East Public Improvement District within the extraterritorial jurisdiction of the City and calling for a public hearing for the City Council's October 12, 2021 meeting. (Sutton Fields East – PID Petition) (Lopez)

K. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of improvements to be financed within Improvement Area #1 of the Wilson Creek Meadows Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Improvement Area #1 Assessment Roll; directing the filing of the proposed Improvement Area #1 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on October 12, 2021, to consider an ordinance levying assessments on property located within Improvement Area #1 of the Wilson Creek Meadows Public Improvement District. (Wilson Creek Meadows - PID Pre-SAP) (Lopez)

L. Consider and act to authorize an agreement for engineering services for the coordination of easements and ROW for Louisiana Water Line Phase 1B with Specialty Land Services, LLC., in an amount not to exceed $51,400.00. (Berry)

M. Consider and act to award bid 2021-0086 for the construction CR 99 Waterline (Louisiana Phase 2) at the unit prices listed to Four Star Excavating in an amount of $879,362.50 plus ten percent contingency in the amount of $87,936.25 for a total not to exceed $967,298.75 . (Berry)

N. Consider and act to authorize Change Order 4 for additional work on the 2021 Street Maintenance to CR 134 (between CR 97 to DC Ranch Road with Reliable Paving, Inc., in an amount not to exceed $112,841.00 (Berry)

O. Consider and act upon a resolution of the City Council of the City of Celina, Texas, as hereinafter referred to as "applicant," designating certain officials as being responsible for, acting for, and on behalf of the applicant in dealing with the Texas Parks and Wildlife department, hereinafter referred to as "department," for the purpose of participating in the local park grant program, hereinafter referred to as the "program"; certifying that the applicant is eligible to receive program assistance; certifying that the applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses. (Glasgow/Webb)

P. Consider and act upon a resolution authorizing the execution of an agreement by and between the City of Celina and Texas Department of Transportation for the temporary closure of a portion of F.M. 455 between Arizona and Louisiana and the temporary closure of a portion of Louisiana between Elm and Maple for the purpose of holding the Celina Independent School District Homecoming parade; and providing an effective date. (Homecoming Parade Road Closure) (Jenks)

Q. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Two project expenditures; providing a severable clause; and providing an effective date. (Stovall)

R. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Three project expenditures; providing a severability clause; and providing an effective date. (Stovall)

S. 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)

T. Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Five project expenditures; providing a severability clause; and providing an effective date. (Stovall)

U. 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)

V. 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)

W. 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)

X. 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)

Y. 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)

Z. 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)

AA. Consider and act upon approval of appointments, re-appointments and removals from city boards and commissions, Celina Economic Development Corporation and Celina Community Development Corporation. (Tarrant)

AB. Consider and act upon Chapter 380 grant agreement by and between the City of Celina, Texas and TSHH, LLC (Trophy Signature Homes) (Satarino)

AC. Consider and act upon a Chapter 380 grant agreement by and between the City of Celina, Texas and CB Jeni 2020, LLC (Satarino)

AD. Consider and act upon a Chapter 380 grant agreement by and between the City of Celina and Normandy Homes, LLC. (Satarino)

AE. Consider and act upon a resolution of the City of Celina authorizing the City Manager to execute any necessary documents to participate in a statewide settlement of claims related to opioid litigation. (Satarino)

AF. Consider and act upon a resolution of the City of Celina of the intent to establish a City of Celina Assessed Clean Energy (PACE) Program. (Satarino)

AG. Consider and act upon a resolution of the City Council of the City of Celina, Texas approving the issuance of Bonds by the Public Finance Authority to finance facilities to be located in Celina, Texas. (Stovall)

AH. Consider and act to award bid 2021-0095 for the construction and installation of the Choate Parkway Pedestrian Bridge to GRod Construction, LLC in an amount not to exceed $85,000. (Berry)

AI. Consider and act upon the 2021-22 annual service plan update for the Sutton Fields II Public Improvement District. (Stovall)

AJ. 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)

AK. Consider and act upon a resolution of the City of Celina, Texas ratifying and approving the Fiscal Year 2021-2022 budget for the Celina Economic Development Corporation. (Jackson)

AL. Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the Fiscal Year 2021-2022 budget for the Celina Community Development Corporation. (Bromiley)

AM. Consider and act to authorize an amendment to the design agreement for Fire Station 3 with VAI Architects, Inc., in an amount not to exceed $300,000.00. (Berry)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider testimony and receive public input regarding the proposed FY2021-2022 budget. (Bromiley)

B. Conduct a public hearing to consider testimony regarding the proposed 2021 Ad Valorem tax rate. (Bromiley)

C. Conduct the second of two public hearings and act upon an ordinance adopting the annexation of approximately 152 acres, Collin County, Texas, generally located west of Custer Road, east of Preston Road, north of Choate Parkway, and south of Glendenning Parkway. (Outer Loop 2nd Public Hearing and Adoption) (Lopez)

D. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning an approximately 15-acre tract of land to Downtown Code (Bricks Subdistrict) Zoning District (DTC), generally located west of Louisiana Drive, and approximately 235 feet north of Poplar Street, within the City Limits. (Southcreek – South Tract - Zoning) (Mohan)

E. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning an approximately one-acre tract of land to Downtown Code (Bricks Subdistrict) Zoning District (DTC), generally located west of Florida Drive, and approximately 810 feet north of Walnut Street, within the City Limits. (302 N. Florida – Zoning) (Mohan)

F. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Concept Plan and Development Regulations of Planned Development (PD) No. 91 on approximately 10.4 acres, generally located west of Louisiana Drive, and approximately 1,100 feet south of County Road 994, within the City Limits. (Celina 10 – Planned Development Amendment) (Mohan)

G. Conduct a public hearing and act upon a Development Agreement between the City of Celina and The Parks at Wilson Creek, L.P. for approximately 51 acres of land, generally located north of the future Collin County Outer Loop and approximately 1,045 feet west of FM 2478 (future Custer Road), within the ETJ. (Matusek Tract (PAWC Annex) – Development Agreement) (McAfee)

H. Conduct a public hearing and act upon a Development Agreement for approximately 263 acres of land, generally located south of the future Collin County Outer Loop and approximately 2,100 feet west of FM 2478 (future Custer Road), within the ETJ. (Belknap Tract (Corson-Cramer) – Development Agreement) (McAfee)

I. Conduct a public hearing to consider testimony and act upon a resolution of the City of Celina, Texas authorizing and creating the Matusek (The Parks at Wilson Creek Annex) Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. (Matusek (PAWC Annex) PID Creation) (Lopez)

J. Conduct a public hearing to consider testimony regarding the creation of the Legacy Hills Public Improvement District and act upon a resolution creating the Legacy Hills Public Improvement District. (Legacy Hills PID Creation) (Lopez)

K. Conduct a public hearing to consider testimony and act upon an ordinance designating a contiguous geographic area within the extraterritorial jurisdiction and/or corporate limits of the City as a reinvestment zone, to be known as Reinvestment Zone Number Thirteen, City of Celina; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; and providing that the zone take effect immediately upon passage of the ordinance. (Legacy Hills - TIRZ Creation) (Lopez)

L. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Wells South Public Improvement District Amended and Restated Service and Assessment Plan, including the Neighborhood Improvement Area #4 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #4 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 Neighborhood Improvement Area #4 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. This item is to be tabled to the September 28, 2021 Special Meeting. (Wells South PID – Levy Ordinance) (Lopez)

IX. ACTION ITEM:

A. 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 2021 (Wells South Public Improvement District Neighborhood Improvement Area #4 Project); approving and authorizing related agreements; and providing an effective date. This item is to be tabled to the September 28, 2021 Special Meeting. (Wells South PID - Bond) (Lopez)

B. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of improvements to be financed within the Legacy Hills Public Improvement District; approving a preliminary service plan and assessment plan, including proposed Assessment Rolls; directing the filing of the proposed Assessment Rolls with the City Secretary; and providing for noticing and calling two public hearing on September 28, 2021, to consider ordinances levying assessments on property located within the Legacy Hills Public Improvement District. (Legacy Hills PID Pre-SAP) (Lopez)

C. Consider and act upon a resolution of intent to annex approximately 1,508 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (21-02 Annexation Resolution) (Lopez)

1) Denton CAD Property ID 623698, being an approximate 1 acre tract of land in Denton County, Texas, legally described as Merritt Park Addition Lot 1; generally located approximately 2,400 feet north of Parvin Road and 3,000 feet east of Smiley Road,
2) Denton CAD Property ID 623699, being an approximate 1 acre tract of land in Denton County, Texas, legally described as Merritt Park Addition Lot 2; generally located approximately 2,700 feet north of Parvin Road and 3,400 feet east of Smiley Road,
3) Denton CAD Property ID 52706, being an approximate 133 acre tract of land in Denton County,

Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 1; generally located approximately 2,200 feet south of Carey Road and 2,700 feet west of Legacy Drive,

4) Denton CAD Property ID 52723, being an approximate 49.73 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 6; generally located approximately 1,800 feet south of Carey Road and 2,700 feet west of Legacy Drive,
5) Denton CAD Property ID 52757, being an approximate 33.6 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 7; generally located approximately 1,800 feet south of Carey Road and 2,000 feet east of Smiley Road,
6) Denton CAD Property ID 52711, being an approximate 24.82 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 2; generally located approximately 800 feet east of Old Dairy Farm Road and 2,000 feet east of Smiley Road,
7) Denton CAD Property ID 161692, being an approximate 0.78 acre tract of land in Denton County, Texas, legally described as Abstract No. 0253 in the C. Copenhaver Survey, Tract 1; generally located approximately 500 feet east of Old Dairy Farm Road and 2,000 feet east of Smiley Road,
8) Denton CAD Property ID 122984, being an approximate 8.65 acre tract of land in Denton County, Texas, legally described as Smiley Acres Lot 3; generally located east of Old Dairy Farm Road and approximately 1,500 feet east of Smiley Road,
9) Denton CAD Property ID 52745, being an approximate 66.42 acre tract of land in Denton County, Texas, legally described as Abstract No. 0253 in the C. Copenhaver Survey, Tract 9; generally located approximately 300 feet north of Parvin Road and approximately 800 feet east of Smiley Road,
10) Denton CAD Property ID 52761, being an approximate 28.63 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 10; generally located east of Smiley Road and approximately 1,000 feet north of Old Dairy Farm Road,
11) Denton CAD Property ID 52731, being an approximate 370.85 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889 in the J. McKim Survey, Tract 2; generally located at the northwest corner of Legacy Drive and Parvin Road,
12) Denton CAD Property ID 52652, being an approximate 36.09 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265 in the A. Thompson Survey, Tract 3; generally located approximately 1,800 feet south of Carey Road and approximately 1,700 feet west of Legacy Drive,
13) Collin CAD Property ID 991528, being an approximate 58.56 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Tract 17; generally located at the northwest corner of Louisiana Drive and County Road 58,
14) Collin CAD Property ID 995070, being an approximate 42.32 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 1; generally located approximately 3,600 feet east of County Road 10 and approximately 4,700 feet south of County Road 60 (Marilee Road),
15) Collin CAD Property ID 995098, being an approximate 17.75 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 3; generally located approximately 2,000 feet east of County Road 10 and approximately 2,200 feet north of Fritcher Road,
16) Collin CAD Property ID 995739, being an approximate 93.45 acre tract of land in Collin County, Texas, legally described as Abstract No.0569 in the F. L. Meriwether Survey, Tract 1; generally located approximately 3,000 feet east of FM 455 and at the terminus of County Road 946,
17) Collin CAD Property ID 2725109, being an approximate 75.16 acre tract of land in Collin County, Texas, legally described as Abstract No. 0876 in the S. A. & M. G. RY. Co. Survey,

Tract 1; generally located approximately 700 feet west of County Road 58 and approximately 3,250 feet south of County Road 60 (Marilee Road),

18) Collin CAD Property ID 2725111, being an approximate 84.1 acre tract of land in Collin County, Texas, legally described as Abstract No. 0024 in the W. P. Allen Survey, Tract 1; generally located generally located approximately 2,000 feet east of County Road 10 and approximately 3,250 feet south of County Road 60 (Marilee Road),
19) Collin CAD Property ID 2760320, being an approximate 27.8 acre tract of land in Collin County, Texas, legally described as Abstract No. 0387 in the J. E. Heath Survey, Tract 1; generally located at the southwest corner of FM 455 and County Road 946,
20) Collin CAD Property ID 991813, being an approximate 35 acre tract of land in Collin County, Texas, legally described as Abstract No. 0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 18; generally located north County Road 8 and at the terminus of County Road 54,
21) Collin CAD Property ID 2691384, being an approximate 2 acre tract of land in Collin County, Texas, legally described as Abstract No. 0380 in the W. H. Herron Survey, Tract 25; east of Preston Road and approximately 2,000 feet north of County Road 95,
22) Collin CAD Property ID 2756755, being an approximate 3.18 acre tract of land in Collin County, Texas, legally described as Abstract No. 0380 in the W. H. Herron Survey, Tract 28; generally located approximately 300 feet east of Preston Road and approximately 2,000 feet north of County Road 95,
23) Collin CAD Property ID 2753685, being an approximate 22.61 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 14; generally located east of County Road 128 and approximately 1,000 feet north of County Road 130,
24) Collin CAD Property ID 2762213, being an approximate 39.2 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 16; generally located south of County Road 128 and approximately 3,000 feet west of County Road 133,
25) Collin CAD Property ID 2125473, being an approximate 54.57 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 26; generally located west of County Road 59 and approximately 1,800 feet north of County Road 58,
26) Collin CAD Property ID 2719620, being an approximate 15 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 30; generally located south of County Road 59 and approximately 2,000 feet east of County Road 58,
27) Collin CAD Property ID 2071429, being an approximate 20.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 23; generally located east of County Road 58 and approximately 2,250 feet south of County Road 59,
28) Collin CAD Property ID 1005245, being an approximate 35.84 acre tract of land in Collin County, Texas, legally described as Abstract No. 0394 in the Daniel Howell Survey, Tract 17; generally located west of County Road 127 and approximately 2,500 feet north of County Road 129,
29) Collin CAD Property ID 2563027, being an approximate 18.97 acre tract of land in Collin County, Texas, legally described as Abstract No. 0394 in the Daniel Howell Survey, Tract 18; generally located west of County Road 127 and approximately 2,300 feet north of County Road 129, and
30) Collin CAD Property ID 2653064, being an approximate 106.77 acre tract of land in Collin County, Texas, legally described as Abstract No. 0377 in the Jno M. Herron Survey, Tract 1; generally located at the southwest corner of G. A. Moore Parkway and Preston Road.

D. Consider and act upon ratifying the property tax revenue increase reflected in the annual budget for the Fiscal Year 2021-2022; beginning October 1, 2021 and ending September 30, 2022. (Bromiley)

E. Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2021-2022 beginning October 1, 2021, and ending September 30, 2022 and making appropriations for each department, project and account and providing for expenditures of funds. (Roll Call Vote) (Bromiley)

F. 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, 2021, and ending September 30, 2022, 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 $-23.74. (Roll Call Vote) (Bromiley)

X. ADJOURNMENT:

XI.

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 Date Notice Removed

City Secretary, City of Celina, TX

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, AUGUST 10, 2021
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	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Present	5:15 PM
Chad Anderson	City of Celina	Place 6	Present	
Sean Terry	City of Celina	Mayor	Present	

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Pastor Ed Price with Cottage Hill First United Methodist Church gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Summer Reading Program 2021 recognitions. (Shaw)

This was postponed until September.

B. Proclamations:

Mayor Terry read the proclamations and recognized those present. An additional proclamation for the Las Gatitas Drill Team was read.

Samantha Scano-Palomino Horse Breeders of America World Championship

Vie Vie Blanchard-Texas High School Rodeo Association Queen 2021

Celina High School Cheerleaders-1st Place Cheer Camp All Categories

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

Minutes Acceptance: Minutes of Aug 10, 2021 5:00 PM (Minutes Approval)

A. New employee introductions. (Berry) (McAfee)(Cullison)

Purchasing Manager Dawn Berry introduced Purchasing Agent Barbara Sprinkle. Police Chief John Cullison introduced officers Jen DeGroot and Michael Ganados. Director of Development Services Dusty McAfee introduced inspectors George Bunger and Kyle Laneau.

B. Discussion regarding Alcohol Ordinance. (McAfee)

Director of Development Services Dusty McAfee presented proposed options and changes to the current alcohol ordinance.

C. Upper Trinity Regional Water District Update. (Howard)

Director of Government Affairs Corbett Howard played a short video on the progress of Lake Ralph Hall to be located near Ladonia in East Texas.

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

No other items were discussed.

V. OPEN FORUM:

No public comment was received.

VI. EXECUTIVE SESSION:

The Celina City Council adjourned into executive session at 5:26 p.m. with Director of Development Services Dusty McAfee, Executive Director of Public Services Kim Brawner, Assistant City Manager Karla Stovall, City Manager Jason Laumer and City Attorney Lance Vanzant. Mayor Terry recused himself from the discussion on item "C".

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

A. City Manager

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

B. Discussion regarding negotiations on Creekpoint Estates (Herrin), generally located west of Custer road and approximately 1,800 feet north of Ousley Boulevard.

C. Discussion regarding negotiations on amendments to the Dynavest (Legacy Hills) development agreement.

D. Discussion regarding negotiations on amendments to the Parks at Wilson Creek development agreement.

E. Discussion regarding negotiations on the Belknap development agreement.

F. Discussion regarding negotiations on an agreement with Double Tap Entertainment LLC.

G. Discussion regarding Louisiana Street Phase IB Right of Way acquisition.

Minutes Acceptance: Minutes of Aug 10, 2021 5:00 PM (Minutes Approval)

H. Discussion regarding a Memorandum of Understanding with Texas Department of Transportation (TxDOT) regarding FM 428 and FM 455. (Brawner)

Reconvene Into Open Session

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

Councilman Hopkins moved to authorize the city manager to enter into negotiations on an agreement with Double Tap Entertainment LLC. Mayor Pro Tem Koehne seconded. Motion carried. 6-yes;0-no.

VII. CONSENT AGENDA:

Mayor Terry announced that items "H" and "O" would be pulled and voted on separately from the consent agenda. Item was "AI" was pulled from the agenda and not acted upon.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

A. Minutes Approval:

B. City Council - Regular Meeting - Jul 13, 2021 5:00 PM

C. City Council - Worksession - Jul 30, 2021 9:00 AM

D. Consider and act upon a service agreement for C-3 annexed Property between the City of Celina and the owner of approximately 508 acres within the Extraterritorial Jurisdiction, generally located south of J Fred Smith Parkway, west of Louisiana Drive, and approximately 1,300 feet east of Rawhide Road. (Villages of Uptown – Annexation Service Agreement) (Mohan)

E. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of improvements to be financed within Neighborhood Improvement Area #4 of the Wells South Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Neighborhood Improvement Area #4 Assessment Roll; directing the filing of the proposed Neighborhood Improvement Area #4 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on September 14, 2021, to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #4 of the Wells South Public Improvement District. (Wells South NIA#4 (Lilyana) PID - Pre-SAP) (Lopez)

(2021-53R)

F. Consider and act upon a resolution accepting a petition to create the Parks at Wilson Creek Annex Public Improvement District within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas; calling a public hearing; and authorizing the issuance of notices by the City Secretary of Celina, Texas regarding the public hearing. (Matusek - PID Petition) (Lopez)

(2021-54R)

Minutes Acceptance: Minutes of Aug 10, 2021 5:00 PM (Minutes Approval)

G. Consider and act upon a resolution of the City Council of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas; authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing; and directing the City to prepare a preliminary reinvestment zone financing plan. (Legacy Hills (Dynavest) - TIRZ) (Lopez)

(2021-55R)

H. Item Pulled from Consent

(2021-56R)

I. 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 2021 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)

(2021-57R)

J. 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 Frontier Parkway, or parts thereof, within the incorporate limits of the City of Celina. (Frontier Parkway from Dallas Parkway to Preston Road to 30 MPH) (Glasgow)

(2021-55)

K. Consider and act to authorize an agreement for engineering services for to complete a master hydrologic and hydraulic models for Little Elm Creek with Freese and Nichols, Inc., in an amount not to exceed $163,900.00. (Berry)

L. Consider and act to authorize an agreement for engineering services for the design of Frontier Parkway water line (Preston Hills to Lilyana) with Freese and Nichols, Inc., in an amount not to exceed $56,300.00. (Berry)

M. Consider and act to authorize the City Manager of the City of Celina to enter into an Agreement with GBT Celina for temporary use of their property as public parking in Downtown Celina. (Brawner)

N. Consider and act to authorize the City Manager to enter into an agreement with Republic Group, LLC to construct improvements to The Outer Loop and Light Farms Way (Brawner)

O. Item Pulled from Consent

P. Consider and act to authorize the purchase of Sensus water meters from Aquametric Sales as the sole source provider in an amount not to exceed $287,160.00. (Berry)

Minutes Acceptance: Minutes of Aug 10, 2021 5:00 PM (Minutes Approval)

Q. Consider and act to authorize the purchase of a vehicle for the Police Department from Caldwell Country Ford ($38,635) and outfitting equipment from Defender Supply ($5,016) in an amount not to exceed $43,651.00. (Berry)

R. Consider and act to authorize installation services for card access to various Public Works sites to Automation Integration through BuyBoard contract #638-21 in an amount not to exceed $76,039.82. (Berry)

S. Consider and act to authorize the purchase of a vehicle for Engineering from Grapevine Dodge Chrysler Jeep in an amount not to exceed $36,701.00. (Berry)

T. Consider and act to authorize the purchase of a vehicle for the Parks Department from Caldwell Country Chevrolet through a cooperative contract with BuyBoard (Contract 601-19) in an amount not to exceed $42,137.00. (Berry)

U. Consider and act to purchase a Pierce Custom Velocity PUC Engine 3 Fire Station 3 from Siddons Martin Emergency Group, LLC through a cooperative contract with HGAC in an amount not to exceed $873,057.00. (Berry)

V. Consider and act on the 2021-22 annual service plan update for the Cambridge Crossing Public Improvement District. (Stovall)

W. Consider and act on the 2021-2022 annual service plan update for the Lakes at Mustang Ranch Public Improvement District. (Stovall)

X. Consider and act on the 2021-22 annual service plan update for the Ownsby Farms Public Improvement District. (Stovall)

Y. Consider and act on the 2021-22 annual service plan update for the Glen Crossing Public Improvement District. (Stovall)

Z. Consider and act on the 2021-22 annual service plan update for the Chalk Hill Public Improvement District No. 2. (Stovall)

AA. Consider and act on the 2021-22 annual service plan update for the Glen Crossing West Public Improvement District. (Stovall)

AB. Consider and act on the 2021-22 annual service plan update for The Columns Public Improvement District. (Stovall)

AC. Consider and act on the 2021-22 annual service plan update for the Sutton Fields II Public Improvement District. (Stovall)

AD. Consider and act on the 2021-22 annual service plan update for the Wells North Public Improvement District. (Stovall)

AE. Consider and act on the 2021-22 annual service plan update for the Creeks of Legacy Public Improvement District. (Stovall)

AF. Consider and act on the 2021-22 annual service plan update for the Wells South Public Improvement District. (Stovall)

Minutes Acceptance: Minutes of Aug 10, 2021 5:00 PM (Minutes Approval)

AG. Consider and act on the 2021-22 annual service plan update for the Ownsby Farms Public Improvement District. (Stovall)

AH. Consider and act upon an amendment to Exhibit A of Ordinance 2000-45 to modify for the change in school times for Prosper ISD. (Brawner)

AI. Item Pulled from Consent

AJ. Consider and act upon an agreement between the City of Celina and the Celina Economic Development Corporation related to Gigabit funding. (Vanzant)

AK. Consider and act upon an Interlocal Agreement for School Resource Officers between the City of Celina and Celina ISD. (Cullison)

AL. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule, Water Rates, providing a comprehensive fee authority update to enable the adoption of a master fee chart. (Master Fee Chart Revision Ordinance) (McAfee)

(2021-61)

ITEMS MOVED FROM CONSENT AGENDA:

AM. Consider and act upon a resolution accepting a petition to create the Legacy Hills Public Improvement District within the corporate limits of the City of Celina, Collin County, Texas; calling a public hearing; and authorizing the issuance of notices by the City Secretary of Celina, Texas regarding the public hearing. (Legacy Hills (Dynavest) – PID Petition) (Lopez)

Mayor Terry recused himself from this item.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

AN. Consider and act upon an authorization for the City Manager to enter into an agreement with Triaco Land Development, and Rockhill Capital & Investments, LLC to complete flood study for a portion of Doe Branch (Brawner)

Mayor Pro Tem Koehne recused herself from this item.

RESULT:	**APPROVED [5 TO 0]**
MOVER:	Justin Steiner, Place 1
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Pierce, Wigginton, Hopkins, Anderson
ABSTAIN:	Koehne

AO. Consider and act upon a lease agreement between the City of Celina and the Celina Economic Development Corporation. (Vanzant)

RESULT:	**NO ACTION**

VIII. PUBLIC HEARING/ACTION:

Minutes Acceptance: Minutes of Aug 10, 2021 5:00 PM (Minutes Approval)

A. Conduct a public hearing and act upon an ordinance amending the Comprehensive Zoning Ordinance, for a Specific Use Permit (SUP) to allow for a Hospital use on an approximately 13 acre tract of land, generally located at the northeast corner of Dallas Parkway and Punk Carter Parkway, within the City Limits. (CRMC Hospital – Specific Use Permit) (McAfee)

(2021-62) Mayor Terry opened the hearing at 7:07 p.m. No public comment was received. The hearing was closed at 7:11 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Justin Steiner, Place 1
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

B. Conduct the first of two public hearings on the annexation of an approximately 152 acre tract of land, Collin County, Texas, generally located west of Custer Road, east of Preston Road, north of Choate Parkway, and south of Glendenning Parkway. (Outer Loop 1st Public Hearing) (Lopez)

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

RESULT:	**NO ACTION**

C. Conduct a public hearing and act upon an ordinance of the City of Celina, abandoning the rights-of-way totaling approximately 1.82 acres, as more particularly described and depicted in Exhibit "A", to the abutting owner; pursuant to the terms of a development agreement with the owner; and providing for the furnishing of a certified copy of this ordinance for recording in the real property records of Collin County, Texas, as a quit claim deed of the City; and providing an effective date; generally located south of Cherry Wood Lane and east of Oklahoma Drive. (ServPro ROW Abandonment) (Mohan)

(2021-63) Mayor Terry opened the hearing at 7:12 p.m. No public comment was received. The hearing was closed at 7:14 p.m.

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

D. Conduct a public hearing and act upon a Development Agreement for approximately 16 acres of land, generally located 1,650 feet east of Celina Parkway (County Road 52) and 300 feet south of Glendenning Parkway, within the City Limits. (Greenway Ph. 4 – Development Agreement) (Mohan)

Mayor Terry called the meeting to order at 7:14 p.m. No public comment was received. The hearing was closed at 7:16 p.m.

Minutes Acceptance: Minutes of Aug 10, 2021 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

E. Conduct a public hearing and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 16 acres to Planned Development (PD) with Single-Family Residential Estate District (SF-E) base zoning, generally located 1,650 feet east of Celina Parkway (County Road 52) and 300 feet south of Glendenning Parkway, within the City Limits. (Greenway Ph. 4 - PD Zoning) (Mohan)

(2021-64) Mayor Terry opened the hearing at 7:17 p.m. No public comment was received. The hearing was closed at 7:17 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

F. Conduct a public hearing and act upon an ordinance on the voluntary annexation of approximately 508 acres within the Extraterritorial Jurisdiction, generally located south of J Fred Smith Parkway, west of Louisiana Drive, and approximately 1,300 feet east of Rawhide Road. (Villages of Uptown – Annexation) (Mohan)

(2021-65) Mayor Pro Tem Koehne abstained from this item. Mayor Terry opened the hearing at 7:17 p.m. No public comment was received. The hearing was closed at 7:20 p.m.

RESULT:	**APPROVED [5 TO 0]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Pierce, Wigginton, Hopkins, Anderson
ABSTAIN:	Koehne

G. Conduct a public hearing and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 564 acres to Planned Development (PD) with various uses, generally located south of J Fred Smith Parkway, west of Louisiana Drive, and approximately 1,300 feet east of Rawhide Road. (Villages of Uptown – Planned Development) (Mohan)

(2021-66) Mayor Pro Tem Koehne recused herself from this item. Mayor Terry opened the hearing at 7:21 p.m. No public comment was received. The hearing was closed at 7:21 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

H. Conduct a public hearing and act upon an amendment to the Tuscany Estates Development Agreement; generally located at the southeast corner of CR 87 (future Coit Road) and CR 90 (future Glendenning Parkway), within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Tuscany Estates Phase 2 DA Amendment) (Lopez)

Minutes Acceptance: Minutes of Aug 10, 2021 5:00 PM (Minutes Approval)

Mayor Terry opened the hearing at 7:22 p.m. Dale Bainum of 3541 Heritage Trail asked if the rental property section has one owner and could people buy these properties in future. The hearing was closed at 7:27 p.m.

RESULT:	**APPROVED [4 TO 2]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Andy Hopkins, Place 3
AYES:	Pierce, Hopkins, Koehne, Anderson
NAYS:	Steiner, Wigginton

I. Conduct a public hearing and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Development Regulations of Planned Development (PD) No. 117 on approximately 3,237 acres, generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road within the City Limits. (Legacy Hills (Dynavest) – Planned Development Amendment) (McAfee)

(2021-67) Mayor Terry recused himself from this item. Mayor Pro Tem Koehne opened the hearing at 7:28 p.m. Dale Bainum of 3541 Heritage Trail asked what an MMD (Municipal Management District) is versus a development done under a regular development agreement. The hearing was closed at 7:37 p.m.

RESULT:	**APPROVED [5 TO 1]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Pierce, Hopkins, Koehne, Anderson
NAYS:	Wigginton

J. Conduct a public hearing and act upon a Development Agreement for approximately 109 acres of land, generally located north of Parvin Road and 3,000 feet east of Bothwell Boulevard, within the Extraterritorial Jurisdiction. (Sutton Fields East – Development Agreement) (McAfee)

Mayor Terry recused himself from this item. Mayor Pro Tem Koehne called the hearing to order at 7:38 p.m. Marcia Dunn of 5932 Priory Drive (Sutton Fields) raised concerns about roads, traffic conditions, open amenity centers, and the proposed detention pond. She mentioned looking at aesthetics.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

K. Conduct a public hearing to consider testimony regarding the dissolution of the existing The Parks at Wilson Creek Public Improvement District and act upon a resolution dissolving the existing The Parks at Wilson Creek Public Improvement District. (Parks at Wilson Creek - PID Dissolution) (Lopez)

Mayor Terry called the hearing to order at 7:44 p.m. Dale Bainum of 3542 Heritage Trail asked if any bonds had been issued for this PID and how that would relate to the new PID. The hearing was closed at 7:47 p.m.

Minutes Acceptance: Minutes of Aug 10, 2021 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Justin Steiner, Place 1
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

L. Conduct a public hearing to consider testimony regarding the creation of a new The Parks at Wilson Creek Public Improvement District and act upon a resolution creating a new The Parks at Wilson Creek Public Improvement District. (Parks at Wilson Creek - PID Creation) (Lopez)

(2021-58R) Mayor Terry opened the hearing at 7:48 p.m. No public comment was received. The hearing was closed at 7:49 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Justin Steiner, Chad Anderson
SECONDER:	Wendie Wigginton, Place 4
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

M. Conduct a public hearing and act upon a resolution of the City of Celina, Texas authorizing and creating the Hillside Village Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. (Hillside Village – PID Creation) (Lopez)

(2021-59R) Mayor Terry opened the hearing at 7:49 p.m. No public comment was received. The hearing was closed at 7:51 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

N. Conduct a public hearing and act upon a resolution of the City of Celina, Texas authorizing and creating the Tuscany Estates Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. (Tuscany Estates – PID Creation) (Lopez)

(2021-60R) Mayor Terry opened the hearing at 7:51 p.m. No public comment was received. The hearing was closed at 7:52 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Justin Steiner, Place 1
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

O. Conduct the first of three public hearings to annex approximately 449 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (21-01 Annexation First Public Hearing) (Lopez)

Mayor Terry opened and closed the hearings for each property at the times below. No public comment was received on any of the individual properties.

Minutes Acceptance: Minutes of Aug 10, 2021 5:00 PM (Minutes Approval)

1) 7:53 - 7:55
2) 7:56 - 7:56
3) 7:56 - 7:56
4) 7:56 - 7:56
5) 7:56 - 7:56
6) 7:57 - 7:57
7) 7:57 - 7:57
8) 7:57 - 7:57
9) 7:57 - 7:57
10) 7:57 - 7:57
11) 7:57 - 7:57

IX. ACTION ITEM:

A. Consider and act upon a resolution taking a record vote to place a proposal for adoption of the Fiscal Year 2021-2022 budget and tax rate on the September 14, 2021 agenda; specifying the proposed property tax rate; establishing date for public hearing on the proposed property tax rate; and providing for publication as provided by the Texas Property Tax Code. (Bromiley)

(2021-61R) Mayor Pro Tem Koehne moved to approve a resolution taking a record vote to place a proposal for adoption of the Fiscal Year 2021-2022 budget and tax rate on the September 14, 2021, agenda; specifying the proposed property tax rate, establishing a date for public hearing on the proposed property tax rate; and providing for publication as provided by the Texas Property Tax Code.

Mayor Terry called the roll for a vote
Deputy Mayor Pro Tem Justin Steiner - aye
Mayor Pro Tem Mindy Koehne - aye
Council Place 3 Andy Hopkins - aye
Council Place 2 Jay Pierce - aye
Council Place 4 Wendie Wigginton - aye
Council Place 6 Chad Anderson - aye

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mindy Koehne, Place 5
SECONDER:	Wendie Wigginton, Place 4
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

B. Consider and act to award RFQ 2021-0078 for CMAR (Construction Manager at Risk) Services to Crossland Construction and authorize pre-construction services in the amount $10,000 and a pre-construction fee of 2.5 % for Fire Station #3. (Berry)

A representative from Crossland Construction thanked the city council for the opportunity.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

X. ADJOURNMENT:

Minutes Acceptance: Minutes of Aug 10, 2021 5:00 PM (Minutes Approval)

Sean Terry, Mayor

_____ _____

Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Aug 10, 2021 5:00 PM (Minutes Approval)

Life Connected.

CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
SATURDAY, AUGUST 28, 2021
9:00 AM

MINUTES

I. CALL TO ORDER:

Attendee Name	Organization	Title	Status	Arrived
Justin Steiner	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Present	9:19 AM
Chad Anderson	City of Celina	Place 6	Absent	
Sean Terry	City of Celina	Mayor	Present	

Mayor Terry called the meeting to order at 10:48 a.m.

II. ACTION:

A. Conduct interviews and make recommendations for various boards and commissions openings.

The City Council conducted seven interviews for the Planning and Zoning Commission, Library Board, and Community Development Corporation/Park Board.

III. EXECUTIVE SESSION:

The City Council convened into executive session at 9:52 p.m. with City Manager Jason Laumer and Assistant City Manager Karla Stovall.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

A. Director of Human Resources

Reconvene into Open Session:

The City Council reconvened into open session at 10:24 p.m.

Minutes Acceptance: Minutes of Aug 28, 2021 9:00 AM (Minutes Approval)

B. Consider and act upon appointment of Director of Human Resources.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Wendie Wigginton, Place 4
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne
ABSENT:	Anderson

IV. DISCUSSION:

A. Discussion regarding City Charter Commission.

General discussion took place regarding the Charter Review Commission and process.

V. ADJOURN:

There being no further comment Mayor Terry adjourned the meeting 10:48 a.m.

_____
Sean Terry, Mayor

_____ _____
Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Aug 28, 2021 9:00 AM (Minutes Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	David Amsler, Assistant
CC:	Jason Laumer, City Manager
Date:	September 14, 2021
Re:	In an effort of transparency the Governing Policy puts in place standards and ethics for Mayor, Council, and Staff for their interaction with one another, public, and decision making process.

Action Requested:
Consider and act upon a resolution of a Governing Policy to increase government transparency and accountability to the public, through the method of written principles, polices, and procedures. (Laumer)

Background Information:
The City currently does not have a governing policy in place, the policy remedies that.

Board Review/Citizen Input:
N/A

Alternatives:
Continue to have no policy in place

Financial Considerations:
None

Legal Review:
N/A

Supporting Documents:
City of Celina Governing Policy

Staff Recommendation:
Approve

RESOLUTION NO. 2021 –

WHEREAS, the City Council desires that city government be transparent and accountable to the public; and

WHEREAS, the City Council seeks to govern in a manner that is responsive to the community in collaboration with City management and in a business-like and professional manner; and

WHEREAS, written principles, polices, and procedures best assure an atmosphere conductive to principled, accountable, and transparent governance,

NOW THERFORE THE CITY COUNCIL OF THE CITY OF CELINA DOES HERBEBY RESOLVE AS FOLLOWS:

Section 1. There is hereby adopted by reference, "City of Celina Governing Policy Manual" dated _____ which is attached hereto as Exhibit "A"

ADOPTED by the City Council of Celina this _____ by a vote of _ for and _ against and _ abstaining

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

Life Connected.

CITY OF CELINA GOVERNING POLICY MANUAL

Updated ____ 2021

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SUMMARY

SECTION 1	A description of Celina's Core Values
SECTION 2	Servant Leadership and its implementation in the City
SECTION 3	Discussing what and how Mayor and Council fulfill their duties and represent the community
SECTION 4	Sets groundwork for agenda items being placed by Council or Staff
SECTION 5	Briefly discuses state law mandates and their implications concerning open meetings
SECTION 6	Lays out proper Council meeting Procedures in accordance to state laws
SECTION 7	Guidelines for Council interaction with Administrative Staff
SECTION 8	Shows in depth the proper communication channels for Staff and Council when attempting to assign projects or objectives to one another
SECTION 9	Refers to the City's ethics section and reaffirms all representatives of the City to abide by it
SECTION 10	Gives transparency and guidelines to the decision-making process

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

INTRODUCTION/COUNCIL-MANAGER FORM OF GOVERNANCE

The City of Celina (here and after referred to as the City) is a Council-Manager form of government. The council-manager form is a system of local government that combines the strong political leadership of elected officials in the form of a council or other governing body, with the strong managerial experience of an appointed local government manager. The form establishes a representative system where all power is concentrated in the elected council and where the council hires a professionally trained manager to oversee the delivery of public services. The council is the legislative body; its members are the community's decision makers. Power is centralized in the elected council, which approves the budget and determines the tax rate, for example. The council also focuses on the community's goals, major projects, and such long-term considerations as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The council hires a professional manager to carry out the administrative responsibilities and supervises the manager's performance. The manager is hired to serve the council and the community and to bring to the local government the benefits of training and experience in administering local government projects and programs on behalf of the governing body. The manager prepares a budget for the council's consideration; recruits, hires, and supervises the government's staff; serves as the council's chief adviser; and carries out the council's policies. Council members and citizens count on the manager to provide complete and objective information, pros and cons of alternatives, and long-term consequences. The manager makes policy recommendations to the council, but the council may or may not adopt them and may modify the recommendations. The manager is bound by whatever action the council takes.

The City prides itself on its ability to offer citizens a representative form of governance by respectfully maintaining efficient and professional policies for its stakeholders. The City also holds the Core Values of Excellence, Community, Integrity, and Service. To further achieve these core values in decision making this manual is intended to serve as a guide for the Council, City management, and the community This manual can be a valuable resource for the City's citizens, the City Council, and City management as we continue to work together for effective and efficient local government. These rules should not be construed to invalidate any action of the City Council or City Manager that is otherwise in compliance with applicable law. It is recommended that the members of the City Council and City management be familiar with the contents of this manual and keep it close at hand. This manual (as adopted by Resolution) is a legislative act and is intended to remain in force and effect except to the extent that any portion may subsequently be amended or rescinded by act of Council. The City of Celina manual of Governance Policy represents standards for the City's government practices in a single document.

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 1 – CORE VALUES

EXCELLENCE

- We always do our best
- We embrace innovation and efficiency while remaining good stewards of City resources
- We are accountable and take pride in our work
- We seek opportunities to learn and expand our professional horizons

COMMUNITY

- We are a unified body and work as a team
- When we disagree, we resolve it according to our Core Values
- We value and respect all employees and our customers
- We foster a culture that includes understanding, support, balance, and a sense of humor
- We embrace openness, diversity, and inclusion

INTEGRITY

- We always do the right thing
- We are committed to building and maintaining creditability and trust, both internally and externally
- We are accountable in our words and actions
- We question actions that may be inconsistent with our Core Values

SERVICE

- We are selfless public servants and believe in helping others
- We treat everyone the way we wish to be treated
- We are caring and empathetic in all we do
- We work to deliver excellent service to all we encounter

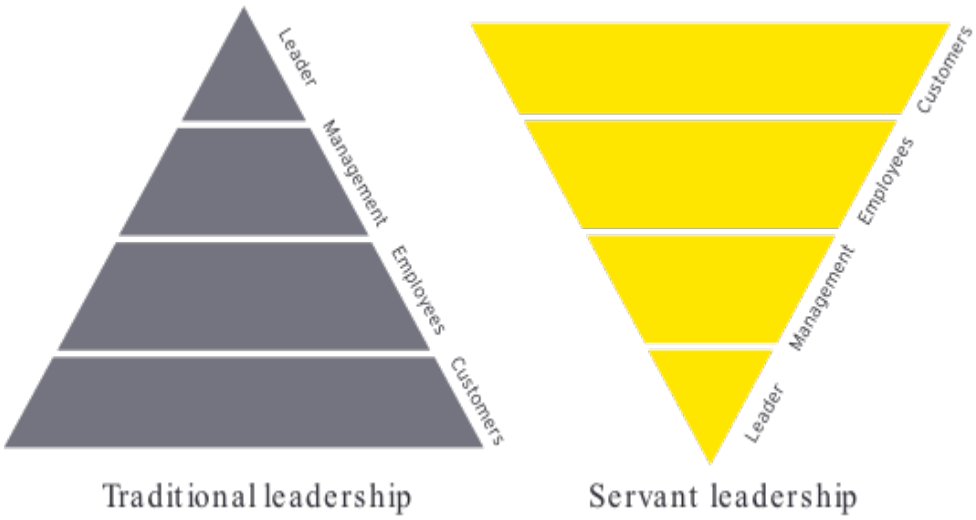
"LIFE CONNECTED"

Creating a genuine connection from the City to all our residents and businesses, we pride ourselves on our authentic relationships. Living Life Connected is how we, as the City, bring Life to our core values; ensuring every decision about the City is made through the lens of rightful actions, honesty, transparency, and mindfulness for our future success.

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 2 – SERVANT LEADERSHIP

The culture of the City is founded on the principle of "Servant Leadership." Servant Leadership is a set of behaviors and practices that turn the traditional "power leadership" model upside down. Instead of people working to serve the leader, the leader exists to serve the people. As a result, the practice is centered on a desire to serve and emphasizes collaboration, trust, empathy, and the ethical use of power. Its primary goal is to enhance individual growth, teamwork, and overall employee engagement and satisfaction. The servant leader is not only identified at the top of the organization but at all levels; each employee has the responsibility of Servant Leadership. This concept facilitates an avenue and mindset for all employees to truly embrace what is best for the collective organization when decisions are made. Coupled with this mindset, we are reminded that the residents we serve are at the forefront of this model.



Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 3 - MAYOR AND COUNCIL ROLES AND DUTIES

PURPOSE

To ensure Mayor, Council, and all residents of Celina understand what is considered proper interaction of one another.

(3.1) MAYOR

The Mayor presides over Council meetings and formally exercises a legislative role equal to that of his or her colleagues. In conjunction with legislative roles, the Represent the City in meetings with other government agencies, businesses, community groups, developers, and other entities with the understanding the City is not obligated to any action without the consideration and form of consent from the full Council. The Mayor is a member of City Council with a vote equal to other members. As part of his or her role the Mayor shall perform the following duties:

- Work to minimize conflict between Council Members and seek to facilitate compromises and consensus among Members when possible.
- Ensure all members of Council are afforded proper discourse and opportunity to be heard during discussion of issues or agenda items.
- Issue proclamations to provide groups or individuals special recognition.

(3.2) COUNCIL MEMBERS

City Council's primary responsibility is to create policy. A policy is a course of action for a community. The City Council serves as the legislative body and adopts policies that determine the broad functions of the City of Celina. Council has the power to enact ordinances and polices, consistent with state law. Focus on Celina's Strategic Goals and long-term objectives identified in the Council Strategic Plan.

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 3 - MAYOR AND COUNCIL ROLES AND DUTIES

(3.3) COUNCIL MEMBERS COUNTINUED

- Mayor Pro Tem – One person will be elected to perform the duties of the Mayor shall the Mayor become unable to perform the required duties
- Provide City Manager with clear direction and expectations to achieve City goals and objectives
- Give City Manager adequate authority to take administrative actions and not political ambitions
- Participate in civil discussion during meetings
- Do not interfere with personnel decisions or administration of the City
- Hold the City Manager accountable of Council policies
- Analyze community needs, program alternatives, and available resources and arrive at meetings well informed
- Make decisions based on Celina's needs and interests rather than personal or grandstanding

(3.4) MAYOR AND COUNCIL INTERACTION

The Mayor and City Council will work as a team and maintain positive and effective relationships with one another to provide effective governance for the City of Celina. It is the duty of the members to promote dialogue: frank, honest, and open communication: consensus: and a good governing environment in which Council Members, the Mayor as well as City staff can better fulfil their duties as public servants. The Mayor and Council shall treat each other with respect both in Council meetings and in the community or any other time representing the City. Refrain from undermining your constituents in community forums or discussions with residents, seek to keep on another informed and avoid hidden

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 3 - MAYOR AND COUNCIL ROLES AND DUTIES

(3.5) MAYOR AND COUNCIL INTERACTION CONT.

agendas. To promote a team-oriented environment of professional conduct Council shall:

- Act within legal and ethical guidelines
- Avoid grandstanding or promoting a personal agenda
- Consider an issue, debate it, vote on it, and move on without letting issues carry over
- Look for common ground
- Agree to disagree, when necessary
- Treat everyone with respect and avoid grudges
- Display a mature tolerance for honest difference of opinion on policy matters

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 4 - AGENDA

PURPOSE

The City Council Agenda is the official working guide from which Council conducts its special and regular meetings. The Agenda is prepared by City staff and, in consultation with the Mayor, includes items that require council action and that deal with policy issues that require council review and discussion.

(4.1) AGENDA ITEM INQURIES

Contact:	• City Manager's Office
Best Method of Communication:	• Email or by Phone
Guidelines and Considerations:	• Questions regarding specific agenda items should be provided to the City Manager prior to meeting with ample time to research • The City Manager may consult with other City staff and provide feedback as soon as possible

(4.2) REQUEST FOR A NEW AGENDA ITEM

Contact:	• City Manager's Office
Best Method of Communication:	• Email or by Phone
Guidelines and Considerations:	• Contact the City Manager • The City Manager may consult with the Mayor regarding the request • Items are due the Friday before the 1st Tuesday of the month • 2 or more Council Members may follow the same process

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 5 - STATE LAW MANDATES

PURPOSE

Being a local municipality with home rule still must follow state law which supersedes local. Council and Staff in all situations must follow the Open Meetings Act and Robert's Rules of Order.

(5.1) OPEN MEETINGS ACT

Guidelines

- The Open Meetings Act generally applies when a quorum of a government body is present and discusses public business
- By State Law, the City Council Agenda must be posted 72 hours in advance of the meeting
- A governmental body must post notice of an open meeting when it receives a briefing from staff unless a specific statutory exception allows an executive session
- The City Manager will consult with the City Attorney if direction is needed

Required Training:

- Elected and appointed public officials are required by state law to receive training in Texas open government laws. Online training can be obtained by visiting the Texas Attorney General's Website: https://www.texasattorneygeneral.gov/open-government/open-meetings-act-training

Reference: Texas Government Code § 551.001 (4) (A)

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 5 - STATE LAW MANDATES

(5.2) ROBERTS RULES OF ORDER

Guidelines and Considerations:

- Roberts Rules of Order shall be consulted regarding parliamentary procedure
- City Secretary, City Attorney, and City Manager can be consulted for questions regarding parliamentary procedure

Reference: Roberts Rules of Order Newly Revised, Latest Edition

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 6 - COUNCIL MEETING PROCEDURES (RULES OF ORDER)

(6.1) The Council will use the following procedures as a general guide for parliamentary procedure and may consult Robert's Rules of Order as a guide in instances not addressed by these procedures.

The Mayor shall be the presiding officer at all meetings. The Mayor Pro- Tempore shall preside at meetings in the absence of the Mayor, and the Deputy Mayor Pro- Tempore shall preside at meetings in the absence of the Mayor and Mayor Pro-Tempore.

The Mayor shall have a voice in all matters before the Council.

When an item is presented to the Council, the Mayor (or presiding officer) shall recognize the presenter(s) and the order of presentation. During City Council discussion of an item, the Mayor shall recognize members of the Council who desire to ask questions or speak on an item. When two or more members desire to speak on an item, the Mayor shall choose which member is to speak first. Each member of the Council, including the Mayor, will be given an opportunity to ask questions following presentation of an agenda item. Each member will be given an initial allotted time for questions until all members have had an opportunity to ask questions. Then, members shall be given the opportunity to ask additional questions in the same manner until no member has additional questions. During discussion of an item, each member will be given an initial allotted time to speak until all members have had an opportunity to ask questions. Following the initial round of discussion, the Mayor (or presiding officer) shall recognize a member desiring to make a motion. If a motion is made and seconded, the discussion of the motion shall follow the procedure outlined above. If no motion is made, the discussion will continue in the same manner outlined above. There shall be no limit on the number of times the Mayor or a member may speak. The procedure described herein is intended to give each member a timely opportunity to speak and to avoid one member monopolizing the floor for an extended period of time before others have an opportunity to speak.

The Mayor (or presiding officer) shall preserve order and shall require Council members engaged in debate to limit discussion to the question under consideration.

The Mayor (or presiding officer) will give all members of the Council a full opportunity to speak on an item.

Should a conflict arise between Council members, the Mayor (or presiding officer) shall serve as the mediator. If the Mayor or presiding officer is a part of the conflict, the Council shall determine the procedure to conclude the matter.

Members of the Council shall confine their remarks to the item under consideration and shall avoid references to personality, integrity, or motives of any other members of the Council or City staff.

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 6 - COUNCIL MEETING PROCEDURES

Any Council member may ask the Mayor (or presiding officer) to enforce the procedures established by the Council. Should the Mayor (or presiding officer) fail to do so, a majority of the Council may direct him/her to enforce the procedures.

All personal communication devices should be placed in a silent mode during any City Council meetings. Personal communication devices shall not be used for communicating or conducting Council related business during any City Council meetings. Personal communication devices may be used to access agenda items but shall not be used to access social media or text messages during the meeting. If an emergency arises, the Mayor or Council member shall excuse themselves from the dais or meeting room to engage in that communication.

All members shall keep confidential information and Executive Sessions confidential.

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 7 - GUIDELINES FOR COUNCIL INTERACTION WITH CITY MANAGER AND EXCUTIVE STAFF

(7.1) Employees should feel valuable and important in executing the will of the people. Council Members should remain professional and never exceed the and relationship guidelines established in the City Charter. The City Manager should be aware of all requests to City Staff since staff does not report directly to Council.

If a council Member questions a decision, they shall immediately take their concern or disagreement to the City Manager in a confidential and diplomatic format. Likewise, the City Manager shall agree to the same commitment. Respect for one another is paramount.

- Council Members must not give orders to any staff below the Executive-Level. If the Council needs operational information the City Manager or other executive level staff will provide the information.
- Action items and informational requests may be requested of City Employees, but the City Manager should be included in any communication, copied on all emails, and should be the driving force.
- Council Members must not harass or make unreasonable inquiries of City Staff
- The City Manager will intervene if such activities are taking place
- Requests for meetings with City Staff will be coordinated through the City Manager
- Council Members do not have the authority to terminate or discipline City Staff excluding the City Manager, or those outlined by the City Charter.

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 8 - COMMUNICATION PROTOCOLS

PURPOSE

Communication is used daily as a tool to increase productivity, share information, and solve difficult issues. If not used properly issues could exacerbate or misperceptions of Celina could begin to grow. The following is a guideline for communication between staff and Council.

(8.1) RESIDENT SERVICE REQUEST

Contact:	• City Manager/Executive Team
Process:	• City Manager's/Executive Team office will refer the request to th correct department to handle service request and will update when finished
Expectations:	• This process can sometimes tak time which should be relayed by Council and Staff
Encourage Correct Service Request	• Once request has been given encourage citizens to call department or City Manager's Office in the future
Multiple Requests/Unsatisfied:	• If citizen has made the same request multiple times and is calling Council unsatisfied let th know Council will investigate an gather their information
Contact and Process:	• Discuss with City Manager/Executive Team the is and inform them of your expectations handling the reque

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 8 - COMMUNICATION PROTOCOLS

(8.2) STANDARD INFORMATION REQUEST

Contact:	• City Manager's Office/Executive Team
Best Method of Communication:	• Email or Phone
Guidelines:	• Clear and concise expectations • Outline what information is desired • Provide a timeline for request

(8.3) COUNCIL POLICY INITIATIVE

Contact:	• City Manager's Office/Executive Team
Best Method of Communication:	• Email or Phone
Guidelines:	• Contact City Manager and Mayor concerning the policy initiative for consideration • Be detailed and clear concerning goals of policy

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 8 - COMMUNICATION PROTOCOLS

(8.4) CONTACT BETWEEN STAFF AND COUNCIL

Communication *from* Administration:	• All communication from City staff and administration goes through the City Manager/Executive Team to Mayor and Council Members
Communication *to* Administration:	• Communications from Mayor and Council to staff and/or administration goes through the City Manager/Executive Team not directly to members of staff

(8.5) CONTACTING STAFF DIRECTLY

Council Initiated:	• Be wary of legal violation (State Law)
Employee Initiated:	• Send communication to City Manger • Refer to section above regarding communication with staff

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 8 - COMMUNICATION PROTOCOLS

(8.6) GUIDELINES FOR TRADITIONAL AND NEW FORMS OF MEDIA I.E., SOCIAL MEDIA

The Mayor, City Council, and the City Manager shall always remember they are always representatives of Celina in all circumstances, and, as public officials, their actions are a direct reflection of the City. Elected officials shall conduct themselves in a professional manner and not engage in any behavior that could paint the City in a negative light. The Mayor and City Council are expected to:

- Refrain from any behavior that could cause embarrassment for the City
- Refrain from any activity that may give the perception of impropriety or unethical behavior
- Refrain from social media activities that are profane, untruthful, or especially argumentative
- Refrain from posting or forwarding information on social media before being fact checked or an issue has been researched
- Refrain from activities or behavior that are rightfully under the domain of the City's Marketing or Chief Information Officer

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 8 - COMMUNICATION PROTOCOLS

(8.7) EMAIL GUIDELINES

General:	• If responding do not copy other Council Members • If directed to Mayor and Council, the Mayor responds "On Behalf of : Mayor and Council • Concerning above each individual Member has a choice of responding or not, and method of response • Avoid REPLY ALL in all cases
Open Records Reminder:	• Written communication including emails communication software's and texts can and will be requested via the Texas Public Information Act • Any discussion or deliberation should take place in a compliant meeting and not through email or other forms of written communication
Reference:	• Texas Government Code § 552

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SECTION 9 – ETHICS

PURPOSE

Representatives of the City of Celina have a strong ethical responsibility. The Mayor and Council shall govern in line with the State's Ethics Law and ensure that they maintain compliance. Officials should also refrain from activities that may be perceived as unethical in nature.

(9.1) ETHICAL LEADERSHIP AND CONFLICT OF INTEREST

All members of the City Council, Boards, Commissions, and Corporations shall be familiar with the requirements of the Texas Ethics Commission which enforces the laws in chapters 302, 303, 305, 572, and 2004. The Texas Ethics Commission standards and practices is located in Chapter 571. Subchapter A in the Texas Code.

Below are common ethical dilemmas to avoid:

- Using the position as an elected official to secure special privileges or exemptions for him, herself, or others
- Directly or indirectly, giving or receiving any gift, compensations, gratuity, or reward from any source, except the employing city, for a matter related to official services
- Accepting employment or engaging in business that the employer might reasonably expect would require the elected official to disclose confidential information acquired due to his or her position as an elected official
- Disclosing confidential information gained due to position as an elected official, or use of such information for personal gain

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

SECTION 10 – DECISION-MAKING PROCESS

PURPOSE

Decision making is at the crux of what Council, the City Manager, and Executive Team must do daily. This will serve as a guide and transparency to Staff, Council, and our Citizens why and how to make correct decisions.

(10.1) OVERVIEW OF GOVERNANCE

Each decision must be made considering what is best for the City as well as our residents, and shall incorporate, to every extent, the overall fundamental approach to democratic representation governance. When introducing new polices or significant change the City should look towards experts in various fields, and solicit the opinion of resident boards, commissions, and groups. It is the responsibility of council to convey the preferences of residents, yet ultimately decide on what is best for the City. No special interests or groups impartial to public concerns shall take precedence on any agenda.

(10.2) GUIDELINES

Decision making should be based on:

- The adopted Strategic Plan
- Utilize an unbiased approach
- A focus on the issue rather than personalities
- Comprehensive understanding of all sides of an issue before making a judgment
- Comprehensive knowledge or advisors on complex subject matter
- Council should always ask "Is this consistent with the Council's adopted Strategic Plan?"
- The best interest of the community and not on self-serving political interests

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

Attachment: Governance Policy Manual for Council 9.14 (Governing Policy)

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:	September 14, 2021
Re:	Axe Throwing - DIP Agreement

Action Requested:
Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Thrown Axe Company, LLC for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Axe Throwing – DIP) (Mohan)

Applicant:
Thrown Axe Company, LLC
Brian Grubbs
5800 Granite Parkway, Suite 210
Plano, TX 72024

Background:
The agreement is between the Celina EDC and the Developer for the remodeling of an existing 1,800 sq. ft. structure at 412 N. Oklahoma Street for an entertainment venue (axe-throwing). The EDC intends to contribute up to $35,000 (in two equal payments) towards the cost of the facility improvements. Please refer to the attachment for additional information.

Supporting Documents:
- Draft Agreement

Staff Recommendation:
Staff recommends approval.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
THROWN AXE. CO, LLC

This Economic Development Incentive Agreement ("Agreement") is made by and among the Celina Economic Development Corporation (the "CEDC"), and Thrown Axe Company, LLC (the "Developer") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Celina Business Park Phase 1, LLC, is the owner (the "Owner") of the real property described in **Exhibit "A"**, which consists of an approximately 1.076± acre tract of land, Celina, Collin County, Texas, generally located at 412 N. Oklahoma Street, Suite 108, Celina, Texas (the "Property"); and

WHEREAS, the Developer intends to lease from Owner and remodel an existing 1,800 foot structure on the portion of the Property containing Suite # 108 and adjacent parking and exterior portion used by the suite to include an axe throwing entertainment venue, more fully described in the submittals filed by Developer with the CEDC and in the concept plans attached as **Exhibit "B"** in order to obtain one or more building permits (hereinafter defined as the "Facility"); and

WHEREAS, the Developer has advised the CEDC that a contributing factor that would induce the Developer to remodel the Facility would be an agreement with the CEDC to participate in the costs of construction of improvements to the Facility consisting of improvements to the interior and exterior of the building (the "Facility Improvements") through economic development grants and incentives as set forth herein; and

WHEREAS, the CEDC desires to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base and generate additional sales tax and other revenue for the City; and

WHEREAS, CEDC intends to contribute an amount not to exceed thirty-five thousand and no/100 dollars ($35,000.00) toward the cost of the Facility Improvements; and

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the CEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505, Section 501.103 of the Texas Local Government Code (the "Act" or "Development Corporation

Attachment: Draft Agreement (Axe Throwing – DIP Agreement)

Act") authorizes the CEDC to fund expenditures of site improvements and related improvements for projects; and

WHEREAS, the CEDC has determined that the CEDC Grant (hereinafter defined) for the Facility Improvements to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a "project," as that term is defined in the Act; and

WHEREAS, the CEDC has determined that making the CEDC Grant for the Facility Improvements in accordance with this Agreement will further the objectives of the CEDC, will benefit the City and the City's inhabitants, and will promote or develop new or expanded business enterprises and stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Act" or "Development Corporation Act" shall have the meaning ascribed in the Recitals above.

"Agreement" shall have the meaning ascribed in the introductory paragraph above.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"CEDC" shall have the meaning ascribed in the introductory paragraph above.

"CEDC Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed thirty-five thousand and no/100 dollars ($35,000.00), to be paid as set forth herein.

"City" shall have the meaning ascribed in the introductory paragraph above.

Attachment: Draft Agreement (Axe Throwing – DIP Agreement)

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facility Improvements, as the case may be; (ii) all necessary permits for the construction of the Facility Improvements, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction on the Facility Improvements has commenced.

"Completion of Construction" shall mean that (i) construction of the Facility Improvements have been substantially completed, (ii) the City has inspected and accepted the Facility Improvements, and (iii) the City has issued a final certificate of occupancy for the Facility.

"Concept Plan" shall mean the architectural renderings and design plan attached hereto as **Exhibit "B".**

"Developer" shall have the meaning ascribed in the introductory paragraph above.

"Effective Date" shall have the meaning in Article II below.

"Expenditure Information" shall have the meaning ascribed in Sec. 3.2(b).

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

"Facility" shall have the meaning ascribed in the Recitals above and is generally depicted in the Concept Plan attached as **Exhibit "B"**.

"Facility Improvements" shall have the meaning ascribed in the Recitals above.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, or work stoppages.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by the developer or any of its affiliates or related entities.

"Party" and "Parties" shall have the meaning ascribed in the introductory paragraph above.

"Payment Request" means a complete written request from the Developer to the

Attachment: Draft Agreement (Axe Throwing – DIP Agreement)

CEDC for payment of the CEDC Grant, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the CEDC, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements.

"Owner" shall have the meaning ascribed in the Recitals above.

"Property" shall have the meaning ascribed in the Recitals above.

"Related Agreement" shall mean any agreement (other than this Agreement) by and between the CEDC and the Developer.

Article II
Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III
Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Facility Improvements to occur not later than August 20, 2021, and subject to events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than 12 months after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit "B"**, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ninety (90) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least $100,000 on interior and exterior Facility Improvements.

3.2 Facility Improvements Project. (a) Cost Participation. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility

Attachment: Draft Agreement (Axe Throwing – DIP Agreement)

Improvements through the payment of the CEDC Grant. The initial payment of $17,500 of the of the CEDC Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) CEDC's receipt of the Payment Request; and (ii) issuance of a certificate of occupancy from the City for the Facility Improvements. The second and final payment of $17,500 of the CEDC Grant shall be paid one year after the date of the initial payments, respectively, if there is an ongoing business operating in the Facility.

(b) Facility Improvement Cost Verification. Following Completion of Construction of the Facility Improvements, but not later than thirty (30) days after Completion of Construction of the Facility Improvements, Developer shall submit to the CEDC the Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of the Facility Improvements, and such other records as the CEDC may reasonably request to verify such the final actual costs are at least $100,000 on interior and exterior Facility Improvements (the "Expenditure Information"). The CEDC shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

Article IV
Conditions to Grant Payments

4.1 The obligation of the CEDC to pay the CEDC Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Developer, plus each of the terms and conditions set forth below:

(a) Payment Request. Developer shall have timely provided the CEDC with the Payment Request, which includes the Expenditure Information. The CEDC is entitled to verify the Expenditure Information before the CEDC Grant is paid.

(b) Good Standing. Developer shall not have an uncured breach of this Agreement or a Related Agreement.

(c) Construction. Commencement of Construction and Completion of Construction occur within the time required by this Agreement.

(d) Certificate of Occupancy. Developer shall have timely received a certificate of occupancy for the Facility.

(e) Expenditure Information. Developer timely submits the Expenditure Information to the CEDC and the CEDC verifies that Developer incurred costs of at least $100,000 on interior and exterior the Facility Improvements.

(f) Celina Chamber of Commerce. Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement.

Attachment: Draft Agreement (Axe Throwing – DIP Agreement)

Article V
Termination

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

(a) by mutual written agreement of all the Parties;
(b) by the CEDC, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(c) by the CEDC, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
(d) by the CEDC if the Developer suffers an event of Bankruptcy or Insolvency;
(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
(f) by the CEDC immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;
(g) by the CEDC, if any applicable building permits required for the Facility or the Facility Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by CEDC and such default is not cured by Developer within thirty (30) days after written notice thereof; or
(h) by the CEDC immediately upon the filing by Developer of any lawsuit against the City or CEDC.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the CEDC may, at its option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the CEDC or the City from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due to the CEDC or the City has been reduced to judgment by a court. If the CEDC exercises this right of offset, the CEDC shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the CEDC and/or the City, and (iii) what other debts were paid and in what amounts.

Article VI
Miscellaneous

Attachment: Draft Agreement (Axe Throwing – DIP Agreement)

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Developer to receive the CEDC Grant shall be personal to the Developer and shall not transfer to the Developer's successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.

6.2 Limitation on Liability. Except for the CEDC's obligations to pay the CEDC Grant as set forth in this Agreement, the CEDC, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility, Facility Improvements and/or the Property, and Developer hereby waives any and all claims against the CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees or agents of the CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for CEDC, to:

Attn: Executive Director
Celina Economic Development Corporation
302 W Walnut St
Celina, Texas 75009

If intended for Developer, to:

Thrown Axe Company, LLC
Attn: Brian Grubbs, Developer
5800 Granite Parkway Ste 210

Attachment: Draft Agreement (Axe Throwing – DIP Agreement)

Plano, TX 75024

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

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

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers, and if convicted of a

Attachment: Draft Agreement (Axe Throwing – DIP Agreement)

violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the CEDC grant herein and any other funds received by the Developer from the CEDC as of the date of such violation within 120 days after the date the Developer is notified by the CEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Developer or by a person or entity with whom the Developer contracts.

EXECUTED on be effective the ___ day of _____, 2021.

CELINA ECONOMIC DEVELOPMENT CORP.

By:_____
_____, President

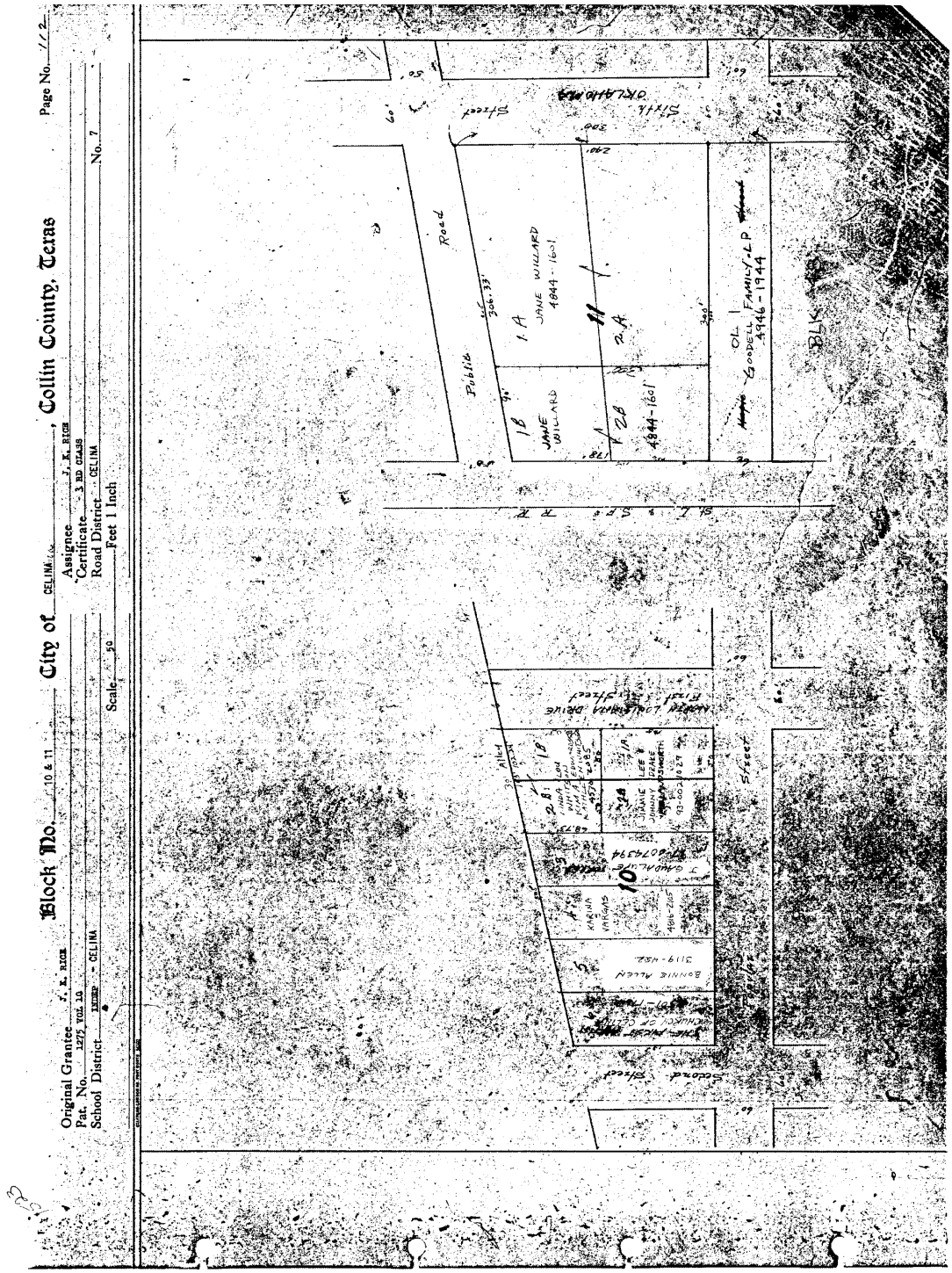
THROWN AXE COMPANY, LLC

By:_____
_____, Developer

Attachment: Draft Agreement (Axe Throwing – DIP Agreement)

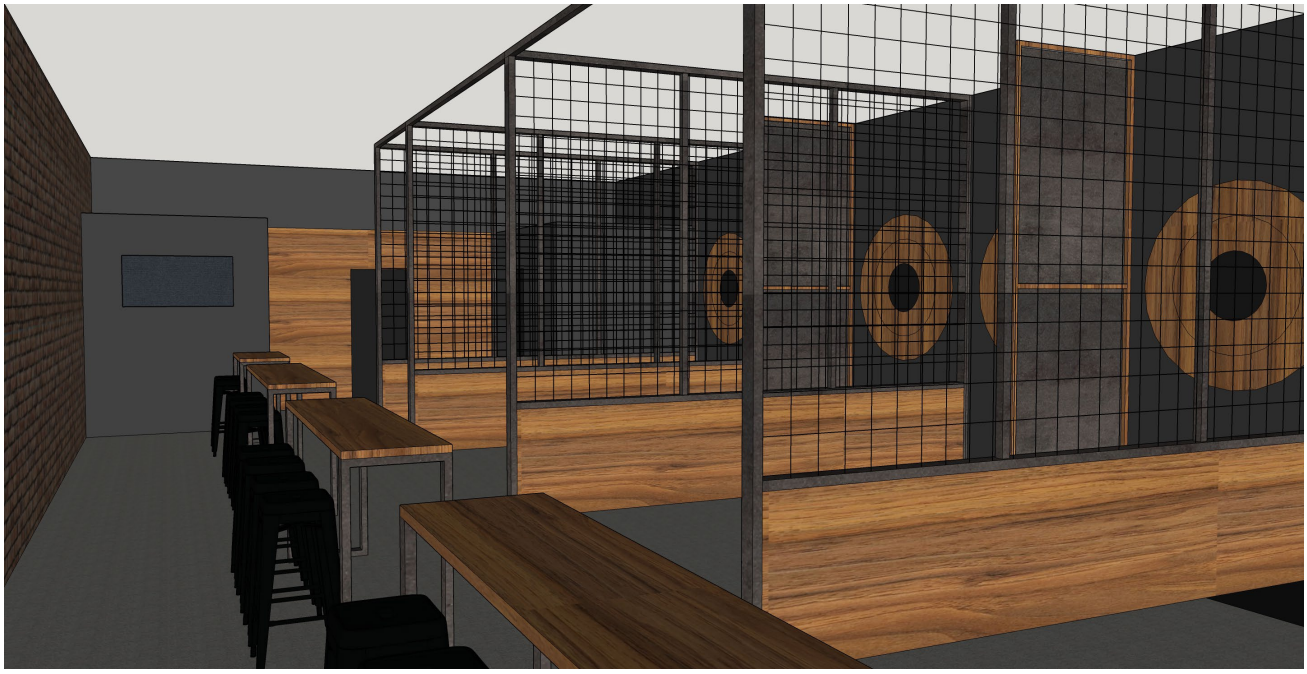
EXHIBIT "A"
Property Description

Ste. 108 of Celina Original Donation, Blk 11, Lot 1a 2a



Attachment: Draft Agreement (Axe Throwing – DIP Agreement)

EXHIBIT "B"
CONCEPT PLAN



Attachment: Draft Agreement (Axe Throwing – DIP 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:	September 14, 2021
Re:	Honey Creek Estates/Herrin - Development Agreement

Action Requested:
Consider and act upon a Development Agreement for approximately 36 acres of land, generally located west of Custer Road and approximately 1,800 feet north of Ousley Boulevard. (Honey Creek Estates/Herrin DA) (Mohan)

Developer:
Cyndee V. Herring
Like Mind Strategy Group, Ltd.
10182 County Road 133
Celina, Texas 75009

Background:
This Development Agreement is for approximately 36 acres of property currently in the Extraterritorial Jurisdiction (ETJ). The applicant desires to develop an estate residential neighborhood (lots over an acre). Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.

ROSELAND PKWY

CUSTER RD

OUSLEY BLVD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Herrin Honey Creek Estates Location Map

City of Celina

8/3/2021

N W E S

0 345 690 Feet

Attachment: Location Map (Honey Creek Estates/Herrin – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Like Mind Strategy Group, Ltd. (the "Developer") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain capitalized terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement, the Developer owns 35.945 acres of land, generally located northwest of the intersection of County Road 127 and County Road 129, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, the Developer intends to develop the Property as a planned development with residential uses (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan"), and the development standards attached hereto as **Exhibit D** (the "Development Standards"); and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, in consideration of the Developer's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

WHEREAS, the City holds will hold the certificates of convenience and necessity (the "CCNs") to provide retail water service to the Property, and the Parties intend for the City to provide retail water service to the Property in the future; and

WHEREAS, the Parties acknowledge that the Marilee Special Utility District ("Marilee") currently holds the water CCN over the Property, and that the Developer will pay fees for the City to acquire the Marilee CCN so that the City may provide retail water service to the Property in the future;

WHEREAS, the Parties intend for Marilee to provide water service to the Property until such time as the City acquires the Marilee CCN and assumes responsibility for providing water service to the Property; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure required to develop consistent with the Concept Plan and the Development Standards, including streets and roads; drainage; water, septic/sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements, and Water Improvements (each hereinafter defined in Sec. 2.1) (the "Public Infrastructure"); and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties intend for the Property to remain in the ETJ and defer annexation of the Property until at least the fifteenth year (15) after the date the City accepts the Public Infrastructure

WHEREAS, the Parties intend that the Developer will execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below upon request of the City.

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:

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 8.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 8.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

End-Buyer is defined in Section 9.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

Property is defined in the Recitals.

Public Infrastructure means water, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements.

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however franchise utilities must be in an easement separate from the right-of-way. Except as otherwise expressly provided for in this Agreement, the size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for internal and perimeter thoroughfares, roads, streets, and alleys.

(c) Roadway Improvements by Developer. As required by the City Regulations Developer shall, as its sole cost and expense, design and construct the following at no cost to the City: All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development. All roadway Onsite Public Improvements will be constructed based on the City's rural street section with six inches of concrete of a six-inch lime stabilized base.

(d) Water Improvements by Developer. As required by Marilee and the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City: All water Onsite Public Improvements required by Marilee, including an eight-inch oversized water line. The Parties acknowledge that Marilee will provide water service to the Property until such time as the City acquires the Marilee CCN and assumes responsibility for providing water service to the Property.

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water Infrastructure. The City, at its own cost, shall have the right to inspect the construction of all water Public Infrastructure at any time, which water shall be inspected, designed and constructed in compliance with all applicable statutory and regulatory requirements, including design and construction criteria, and the City Regulations. If there is a conflict between Marilee requirements and City Regulations, Marilee requirements will control. The timing of construction of the various components of the water Public Infrastructure shall be as required by Marilee until the City acquires the Marilee CCN then as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. The City acknowledges that the water Public Infrastructure will be owned by Marilee until such time as the City acquires the Marilee CCN.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations, except that building permits shall be issued by Collin County until annexation of the Property occurs. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon City acquisition of the Marilee CCN and inspection, approval, and acceptance of the water Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water infrastructure or any accepted portion thereof and provide water service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations. That plat, when submitted, will be required to include a landscape easement in the general location of Lot 6X and Lot 12X shown on **Exhibit E**.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim additional vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the impact fees being waived for the Property, Developer has consented to and requested, and the Parties agree, that* ***Exhibit D****, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other city ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the to the Property.*

3.5 Internet Lines. If fiber is available within one mile of the Property and assuming it is commercially reasonable to extend it, simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) to the perimeter of each lot. The high-speed internet infrastructure/fiber shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure.

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Residential Fees Altered. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways, sidewalk escrow fees, and other capital recovery fees shall be charged for single-family development against the Property other than the CCN acquisition costs described in this Article IV.

(b) CCN Acquisition Costs. The Parties agree that the City will be the ultimate retail water service provider to the Property. Within sixty (60) days of the date the final plat of the Property is recorded, the Developer shall pay to the City a fee in the amount of $1,750 per acre, which will be owed by the City to Marilee pursuant to this Agreement and that certain Full and Final Settlement and Release dated April 24, 2001, as subsequently amended, or another amount negotiated by City. The City will give Marilee notice that City would like to acquire the Marilee CCN prior to annexing the Property one year before the planned acquisition date.

(c) Park Fees in Lieu of Dedication. Park fees in lieu of dedication shall be waived for all lots that are at least one (1) acre in size and developed according to the terms of this Agreement.

(d) Tree Mitigation Fees. Tree mitigation fees as required in the City Regulations shall be waived for all lots that are at least one (1) acre in size and developed according to the terms of this Agreement.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

(THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR FOUR YEARS.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

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

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

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

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

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

(C) NUISANCE.

(II) OTHER THAN THE EIGHT-INCH WATER LINE REQUIRED BY MARILEE, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR FOUR YEARS.

ARTICLE V
TERM

The term of this Agreement shall be for a period of fifteen (15) years after the date the City accepts the Public Infrastructure, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain

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additional acres (collectively, the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Prior to annexation of the Property, the City shall have considered this Agreement, shall have submitted to Developer, and Developer shall review and approve, and this annexation service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Developer. Developer acknowledges and agrees that this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property may be voluntarily annexed fifteen (15) years after the City accepts the Public Infrastructure and in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

8.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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 each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

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:

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: jlaumer@celina-tx.gov TEL: (972) 382-2682 FAX: (972) 382-3736
With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
To the Developer:	Attn: Cyndee V. Herring Like Mind Strategy Group, Ltd. 10182 County Road 133 Celina, Texas 75009 Email: Cyndeeh@drwhomes.com TEL: (972) 346-2015
With a copy to:	Attn: Ms. Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, Texas 75218 E-mail:misty.ventura@svlandlaw.com TEL: (214) 328-1101 FAX: (800) 519-3768

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

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

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 each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

10.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

10.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

10.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Depiction of the Landscape Easement

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 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 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 the Developer expressly amending the terms of this Agreement.

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

[signatures on following pages]

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on September 14, 2021.

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 _____, 2021, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

DEVELOPER:

LIKE MIND STRATEGY GROUP, Ltd.

By: B.C. Security Investments, LLC,
General Partner

By:_____
Cyndee V. Herrin, Vice-President

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared Cyndee V. Herrin, Vice President of B.C. Security Investments, LLC, general partner of Like Mind Strategy Group, Ltd. a Texas limited partnership and acknowledged that she executed the foregoing document on behalf of said limited partnership.

_____
Notary Public in and for the State of Texas

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Being a parcel of land located in Collin County, Texas, being a part of the Daniel Howell Survey, Abstract Number 394, and being all of that called 35.947 acre tract of land described in deed to Celina Warren 36, LP as recorded in Document Number 20070521000684890, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a "PK" Nail set at the northeast corner of said 35.947 acre tract, said point being the southeast corner of that called 35.843 acre tract of land described in deed to SSAR Enterprises, LTD and Praachi Holdings, LLC as recorded in Document Number 20200925001648920, Official Public Records of Collin County, Texas, said point also being in the west side of asphalt paved road for (County Road 127);

THENCE along the east line of said 35.947 acre tract and along the west side of paved County Road 127 as follows:

South 00 degrees 38 minutes 48 seconds West, 232.00 feet to a "PK" Nail set for corner;

South 00 degrees 42 minutes 19 seconds West, 371.00 feet to a "PK" Nail set for corner, said point being the southeast corner of said 35.947 acre tract, said point also being the northeast corner of that called 147.024 acre tract of land described in Evans Family Trust as recorded in Document Number 20091124001426210, Official Public Records of Collin County, Texas;

THENCE along the south line of said 35.947 acre tract and along the north line of said 147.024 acre tract as follows:

North 87 degrees 18 minutes 30 seconds West, 234.98 feet to a fence corner post found for corner;

South 76 degrees 44 minutes 13 seconds West, 202.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 83 degrees 15 minutes 19 seconds West, 353.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 89 degrees 21 minutes 25 seconds West, 906.16 feet to a five-eighths inch iron rod found for corner, said point being in the north line of that called 163.945 acre tract of land described in deed to Charles Mullaney as recorded in Volume 1094, Page 645, Official Public Records of Collin County, Texas;

THENCE South 89 degrees 59 minutes 51 seconds West, 230.74 feet to a three-eighths inch iron rod found at the southwest corner of said 35.947 acre tract, said point being in the north line of

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

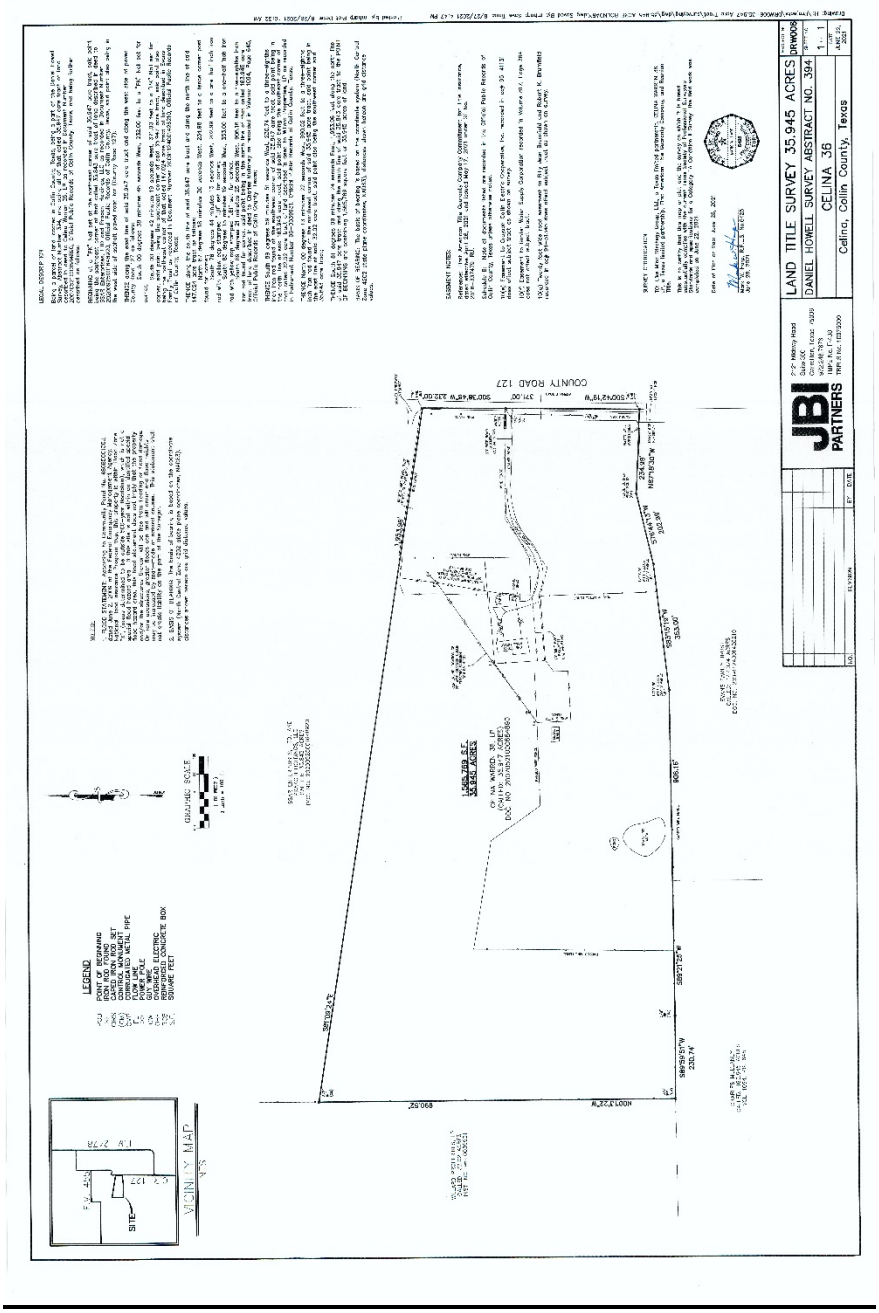
said 163.945 acre tract, said point also being the southeast corner of that called 32.02 acre tract of land described in deed to Willard Properties, LP as recorded in Instrument Number 96-0039931, Official Public Records of Collin County, Texas;

THENCE North 00 degrees 13 minutes 22 seconds West, 990.52 feet to a three-eighths inch iron rod found at the northwest corner of said 35.945 acre tract, said point being in the east line of said 32.02 acre tract, said point also being the southwest corner said 35.843 acre tract;

THENCE South 81 degrees 09 minutes 24 seconds East, 1,953.96 feet along the north line of said 35.947 acre tract and along the south line of said 35.843 acre tract to the POINT OF BEGINNING and containing 1,565,769 square feet or 35.945 acres of land.

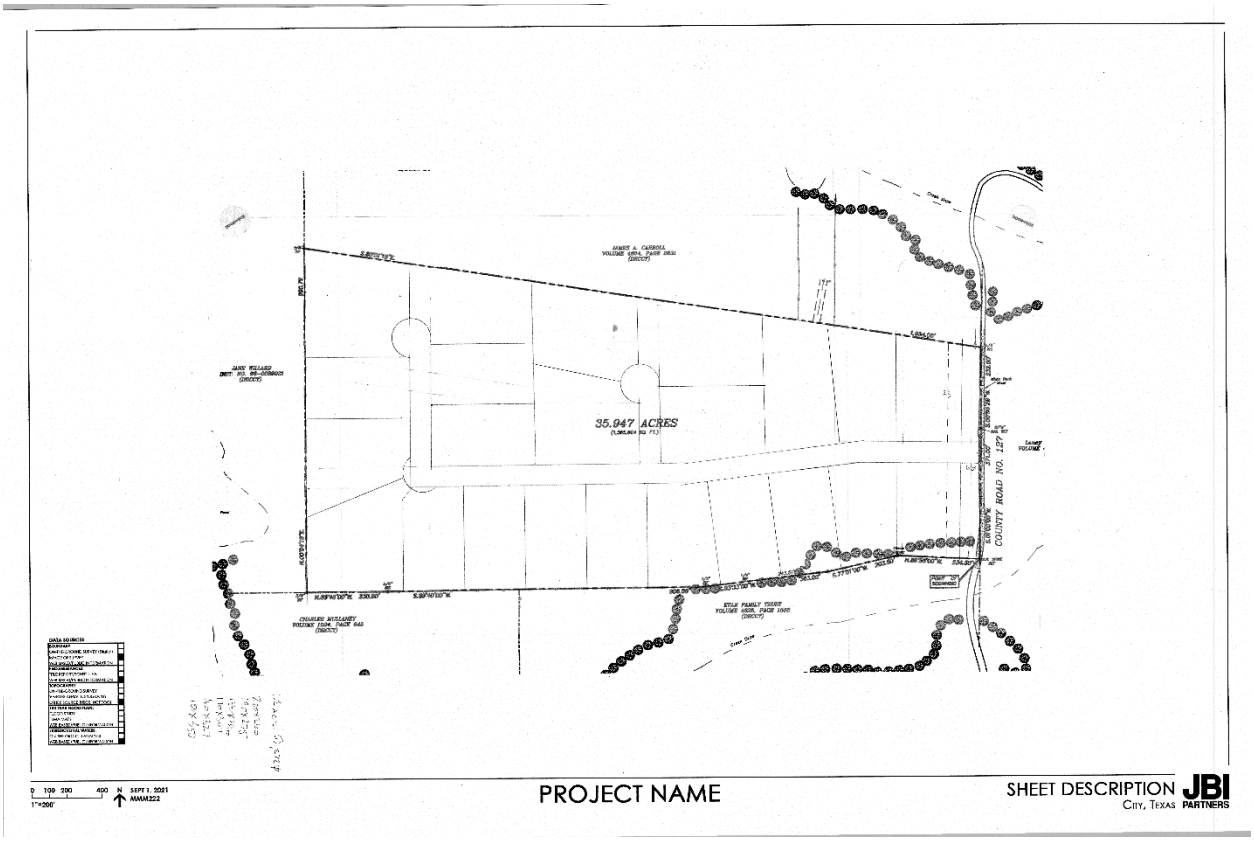
Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERTY



Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

EXHIBIT C
CONCEPT PLAN



Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, roadway Public Infrastructure, and other area features. Minor modifications due to the final engineering and design of the project, and minor changes to the boundaries and configuration of each land use area are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature. All other modifications to the original Concept Plan, such as major relocations of land uses, shall require a revision to the governing Planned Development district zoning.

Purpose

The subject property is intended to provide for a large-lot, rural country estate development. In general, design standards will follow all applicable City standards, and land uses shall be consistent with these development standards.

Architecture

All structures shall abide by the City's applicable architectural standards, as amended.

Open Space, Trails, & Amenities

None required due to minimum lot size being one (1) acre other than the landscape easement shown generally as Lot 6X and Lot 12X on Exhibit E.

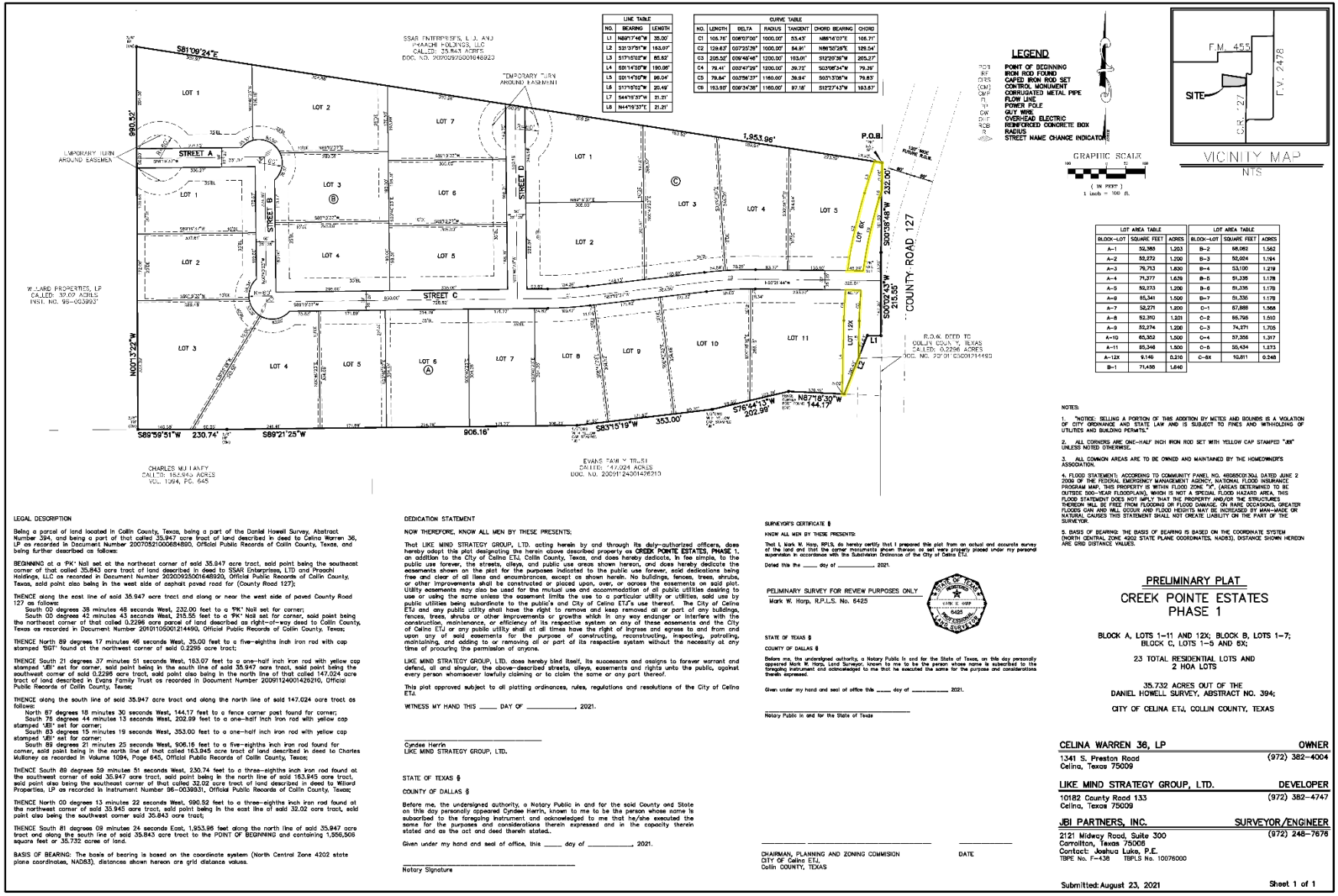
Zoning

The base zoning shall be single-family residential estate district ("SF-E"), and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, as may be amended, except as follows:

1. No sidewalks shall be required.
2. No curb-and-gutter street sections shall be required.
3. The exterior of all structures must be at least seventy-five percent (75%) masonry and/or stone. Twenty-five percent (25%) of the exterior of all structures may be Hardy Board and similar products.

Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development Agreement)

EXHIBIT E
DEPICTION OF THE LANDSCAPE EASEMENT



Attachment: Draft Development_Agreement (Honey Creek Estates/Herrin – Development 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:	September 14, 2021
Re:	6th Addendum for Settlement with Marilee

Action Requested:
Consider and act to authorize the Mayor to execute a contract by and between the City of Celina and Marilee Special Utility District for the sixth addendum to the Full and Final Settlement Agreement and Release executed on April 24, 2001. (6th Addendum for Settlement with Marilee) (Mohan)

Background Information:
This agreement outlines the payments (and timing) due from the City to the Marilee Special Utility District related to the Final Plat of the associated Honey Creek Estates/Herrin Development Agreement.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Addendum

Staff Recommendation:
Staff recommends approval.

NO.401-01829-00

CITY OF CELINA, TEXAS Plaintiff	§ § § §	IN THE 401st JUDICIAL
vs.	§ §	DISTRICT COURT OF
MARILEE SPECIAL UTILITY DISTRICT, Defendant.	§ § §	COLLIN COUNTY, TEXAS

SIXTH ADDENDUM TO THE FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE

This Sixth Addendum is being entered into to modify the Full and Final Settlement Agreement and Release executed by the parties on April 24, 2001 (the "Agreement") in the above referenced case based on the following considerations:

WHEREAS, based on a modification of the policy of the City of Celina (the "City") relating to annexations, the City has requested that Marilee Special Utility District f/k/a Gunter Special Utility District f/k/a Gunter Rural Water Supply Corporation (the "District") modify Section C.9 of the Agreement and add the Exhibit 1, attached hereto and incorporated herein for all purposes, as Exhibit "K" to the Agreement; and

WHEREAS, the District contemplates a future merger/consolidation with Mustang Special Utility District; and

WHEREAS, the City and the District have determined that it is the best interests of all concerned that Section C.9 of the Agreement be modified, that the attached Exhibit 1 should be added as Exhibit "K" to the Agreement in order to accommodate the City, and that Section H of the Agreement should be modified to provide that the Agreement binds any entities that the parties may consolidate or merge with.

NOW THEREFORE, the City and the District agree as follows:

1. Section C.9 of the Agreement is modified to provide as follows, with additions underlined (note that subsection (f) is new and prior subsections (f) and (g) now become (g) and (h)):

"9. The term "District" shall mean Marilee Special Utility District f/k/a Gunter Special Utility District f/k/a Gunter Rural Water Supply

Attachment: Draft Addendum (6th Addendum for Settlement with Marilee)

Corporation, and being the same entity as “Gunter” or “Defendant” as defined herein this Agreement.

(a) Except for the three subdivisions set forth above in paragraph C.8 and below in paragraph C.9.(d)-(f), Celina shall pay the District within sixty (60) days from the last of the following actions to occur: (i) the voluntary annexation of any developed areas that are within the District’s CCN and (ii) Celina’s initiation of water service to the areas voluntary annexed, according to the following terms:

Years	Price	
2001-2009	$750.00 per acre	$1,500.00 per meter**
2010-2019	$1250.00 per acre	$2,000.00 per meter**
2020 forward	$1750.00 per acre	$2,500.00 per meter**

** The greater of the per meter price or the per acre price for developed areas. As used herein, compensation for meters shall be determined by the number of water meters physically located on the ground within the CCN area being annexed by Celina as of the date of an annexation ordinance.

(b) Except for the three subdivisions set forth above in paragraph C.8 and below in paragraph C.9.(d)-(f), Celina shall pay the District within sixty (60) days following the involuntary annexation of any developed areas that are within the District’s CCN according to the following terms:

Years	Price	
2001-2009	$750.00 per acre	$1,500.00 per meter**
2010-2019	$1250.00 per acre	$2,000.00 per meter**
2020 forward	$1750.00 per acre	$2,500.00 per meter**

** The greater of the per meter price or the per acre price for developed areas. As used herein, compensation for meters shall be determined by the number of water meters physically located on the ground within the CCN area being annexed by Celina as of the date of an annexation ordinance.

(c) Except for the property set forth below in paragraph C.9.(d)-(f), Celina shall pay the District for any undeveloped area that is located wholly or partially within the District’s CCN on or before the thirtieth (30th) day following Celina’s approval of a final plat of any territory located wholly or partially within the District CCN.

The amount to be paid by Celina to the District for the

Attachment: Draft Addendum (6th Addendum for Settlement with Marilee)

District's CCN for undeveloped areas will be determined by the year in which the payment is due pursuant to the following:

Years	Price
2001-2009	$750.00 per acre
2010-2019	$1250.00 per acre
2020 forward	$1750.00 per acre

(d) Celina shall acquire from the District the portion of the District's CCN found in Exhibit "I", attached hereto and incorporated herein for all purposes, (the "2018 Territory"), upon Celina's annexation of the 2018 Territory.

(i) The District shall receive Five Hundred Dollars ($500.00) per acre for the 2,254.74 acres within the 2018 Territory for a total amount not to exceed **One Million One Hundred Twenty-Seven Thousand Three Hundred Seventy Dollars ($1,127,370.00)** from Celina. Such payment for the 2018 Territory shall be made to the District in five (5) equal annual installments at the interest rate of zero percent (0%) per annum, with each payment equaling Two Hundred Twenty-Five Thousand Four Hundred Seventy-Four Dollars ($225,474.00) due October 15th of each year, beginning October 15, 2019.

(ii) If Celina executes a development agreement with the property owner(s) of the 2018 Territory, then Celina shall pay the District full payment and/or any remaining payments for the 2018 Territory within twelve (12) months from the executed date of such development agreement.

(e) Celina shall acquire from the District the portion of the District's CCN found in Exhibit "J", attached hereto and incorporated herein for all purposes, (the "2019 Territory"), in accordance with the following:

(i) The District shall receive $1,250.00 per acre for the 35.049 acres within the 2019 Territory for a total amount of **Forty-Three Thousand Eight Hundred Eleven Dollars and Twenty-Five Cents ($43,811.25)** from Celina due on or before December 31, 2019;

(ii) The District will provide retail water service to the 2019 Territory, subject to the District's rates, rules, and regulations, until Celina is able to provide continuous and adequate water service to the 2019 Territory and has given

Attachment: Draft Addendum (6th Addendum for Settlement with Marilee)

the District at least sixty (60) days written notice prior to Celina's intent to serve the 2019 Territory; and

(iii) The parties shall file a Joint Application to be prepared by Celina to transfer the District's CCN for the 2019 Territory to Celina. Celina shall be responsible for any fees associated with filing such Application until completion.

(f) For the property within the portion of the District's CCN described in Exhibit "K", which is attached hereto and incorporated herein for all purposes (the "Creeks Pointe Estates"), Celina shall pay the amount identified in paragraph C.9.(a) above within ninety (90) days of Celina's filing a final plat for any portion of Creeks Pointe Estates. Following the District's receipt of the payment for the CCN, the District shall continue to serve the Creeks Pointe Estates, during and after development, with water service until such time as Celina connects the Creeks Pointe Estates to Celina's water system. Celina shall give the District a one (1) years' notice of the City's connection to provide water service and, at the expiration of such one-year period, any and all infrastructure within the Creeks Pointe Estates shall become Celina's public improvements and customers shall become customers of the City. Celina will then be the sole retail water service provider to the Creeks Pointe Estates. Each party agrees to execute any documents that may be reasonably necessary to transfer ownership and service to Celina.

(g) Within ten (10) days following approval, the City will deliver to the District a true and correct copy of each final plat that is approved by the City that relates to any territory that this located wholly or partially within the District's CCN.

(h) Any payments required by this Agreement that are not paid on or before the due date will earn interest at the rate of one percent (1%) per month from and after the due date."

2. Section C. of the Agreement is modified to add a subsection 12 to provide as follows:

"12. The District agrees to disconnect water service for any of the District's customers in the Creeks Pointe Estates that receive sanitary sewer service from Celina for nonpayment of Celina's sanitary sewer bill upon written request from Celina, as authorized by Texas Water Code Section 13.250."

Attachment: Draft Addendum (6th Addendum for Settlement with Marilee)

3. The attached "Attachment 1" to this Sixth Addendum, which depicts the Creeks Pointe Estates, shall be added to the Agreement as Exhibit "K" of the Agreement.

4. Section H of the Agreement is modified to provide as follows:

> "It is understood and agreed that this Settlement Agreement shall be binding upon and inure to the benefit of Celina and Gunter, their successors, assigns, permitted assigns, and any entities or third parties that they consolidate or merge with. No other person or entity including but not limited to the members or water customers of Gunter and Celina is intended to benefit by or be deemed a third-party beneficiary of this Agreement."

5. The City and the District ratify, affirm and republish the Agreement, as modified herein, as a valid and enforceable agreement between the parties pursuant to its terms.

6. The undersigned, on behalf of a party to this Addendum, by their signatures, bind, covenant, represent and warrant that they have the authority of their principal to bind it to the terms, covenants and conditions of this Addendum and the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Addendum on the dates set forth in the respective acknowledgments.

CITY OF CELINA, TEXAS

By:_____
Sean Terry, Mayor

MARILEE SPECIAL UTILITY DISTRICT

By:_____
Denny Brackeen,
President of the Board of Directors

Attachment: Draft Addendum (6th Addendum for Settlement with Marilee)

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This document was acknowledged before me on the_____ day of__, 2021, by, **Sean Terry**, Mayor of the City of Celina, Texas.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This document was acknowledged before me on the _____ day of_, 2021, by **Denny Brackeen,** President for the Board of Directors of Marilee Special Utility District.

_____
Notary Public in and for the State of Texas

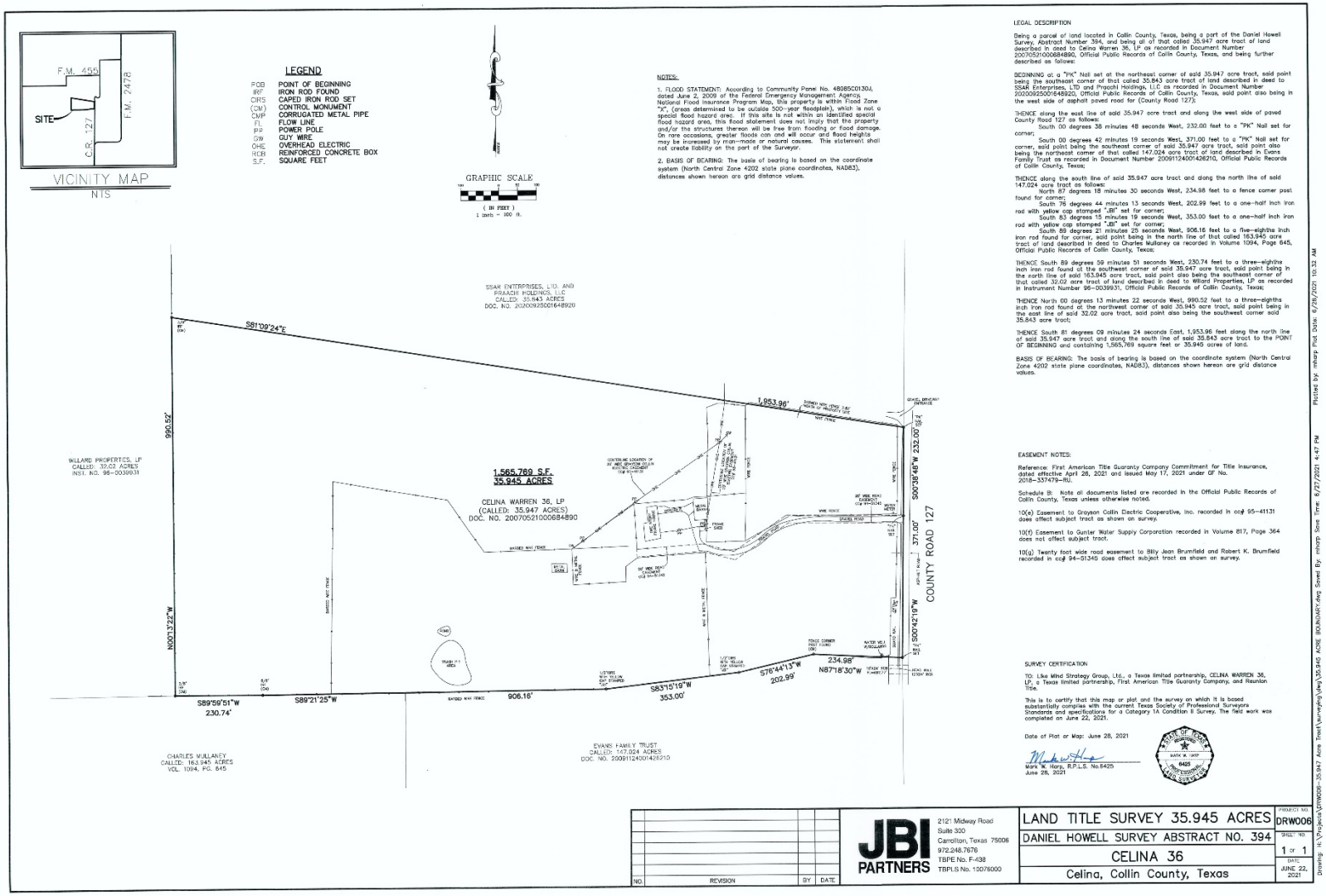
_____

Attachment: Draft Addendum (6th Addendum for Settlement with Marilee)

Attachment 1

Exhibit K

Attachment: Draft Addendum (6th Addendum for Settlement with Marilee)


F.M. 455
F.M. 2478
C.R. 127
SITE
VICINITY MAP
NTS
LEGEND
POB POINT OF BEGINNING
IRF IRON ROD FOUND
CIRS CAPED IRON ROD SET
(CM) CONTROL MONUMENT
CMP CORRUGATED METAL PIPE
FL FLOW LINE
PP POWER POLE
GW GUY WIRE
OHE OVERHEAD ELECTRIC
RCB REINFORCED CONCRETE BOX
S.F. SQUARE FEET
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
NOTES:
1. FLOOD STATEMENT: According to Community Panel No. 48085C0130J, dated June 2, 2009 of the Federal Emergency Management Agency National Flood Insurance Program Map, this property is within Flood Zone "X", (areas determined to be outside 500-year floodplain), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.
2. BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 state plane coordinates, NAD83), distances shown hereon are grid distance values.
SSAR ENTERPRISES, LTD. AND PRAACHI HOLDINGS, LLC
CALLED: 35.843 ACRES
DOC. NO. 20200925001648920
S81°09'24"E
1,953.96'
990.52'
N00°13'22"W
WILLARD PROPERTIES, LP
CALLED: 32.02 ACRES
INST. NO. 96-0039831
1,565,769 S.F.
35.945 ACRES
CELINA WARREN 36, LP
(CALLED: 35.947 ACRES)
DOC. NO. 20070521000884890
S00°38'46"W 232.00'
371.00'
S00°42'19"W
COUNTY ROAD 127
S89°59'51"W
230.74'
S89°21'25"W
906.16'
S83°15'19"W
353.00'
S76°44'13"W
202.99'
234.98'
N87°18'30"W
CHARLES MULLANEY
CALLED: 163.845 ACRES
VOL. 1094, PG. 645
EVANS FAMILY TRUST
CALLED: 147.024 ACRES
DOC. NO. 20091124001428210
LEGAL DESCRIPTION
Being a parcel of land located in Collin County, Texas, being a part of the Daniel Howell Survey, Abstract Number 394, and being all of that called 35.947 acre tract of land described in deed to Celina Warren 36, LP as recorded in Document Number 20070521000884890, Official Public Records of Collin County, Texas, and being further described as follows:
BEGINNING at a "PK" Nail set at the northeast corner of said 35.947 acre tract, said point being the southeast corner of that called 35.843 acre tract of land described in deed to SSAR Enterprises, LTD and Praachi Holdings, LLC as recorded in Document Number 20200925001648920, Official Public Records of Collin County, Texas, said point also being in the west side of asphalt paved road for (County Road 127);
THENCE along the east line of said 35.947 acre tract and along the west side of paved County Road 127 as follows:
South 00 degrees 38 minutes 48 seconds West, 232.00 feet to a "PK" Nail set for corner;
South 00 degrees 42 minutes 19 seconds West, 371.00 feet to a "PK" Nail set for corner, said point being the southeast corner of said 35.947 acre tract, said point also being the northeast corner of that called 147.024 acre tract of land described in Evans Family Trust as recorded in Document Number 20091124001428210, Official Public Records of Collin County, Texas;
THENCE along the south line of said 35.947 acre tract and along the north line of said 147.024 acre tract as follows:
North 87 degrees 18 minutes 30 seconds West, 234.98 feet to a fence corner post found for corner;
South 76 degrees 44 minutes 13 seconds West, 202.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 83 degrees 15 minutes 19 seconds West, 353.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 89 degrees 21 minutes 25 seconds West, 906.16 feet to a five-eighths inch iron rod found for corner, said point being in the north line of that called 163.845 acre tract of land described in deed to Charles Mullaney as recorded in Volume 1094, Page 645, Official Public Records of Collin County, Texas;
THENCE South 89 degrees 59 minutes 51 seconds West, 230.74 feet to a three-eighths inch iron rod found at the southwest corner of said 35.947 acre tract, said point being in the north line of said 163.845 acre tract, said point also being the southeast corner of that called 32.02 acre tract of land described in deed to Willard Properties, LP as recorded in Instrument Number 96-0039831, Official Public Records of Collin County, Texas;
THENCE North 00 degrees 13 minutes 22 seconds West, 990.52 feet to a three-eighths inch iron rod found at the northwest corner of said 35.945 acre tract, said point being in the east line of said 32.02 acre tract, said point also being the southwest corner said 35.843 acre tract;
THENCE South 81 degrees 09 minutes 24 seconds East, 1,953.96 feet along the north line of said 35.947 acre tract and along the south line of said 35.843 acre tract to the POINT OF BEGINNING and containing 1,565,769 square feet or 35.945 acres of land.
BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 state plane coordinates, NAD83), distances shown hereon are grid distance values.
EASEMENT NOTES:
Reference: First American Title Guaranty Company Commitment for Title Insurance, dated effective April 26, 2021 and issued May 17, 2021 under GF No. 2018-337479-RU.
Schedule B: Note all documents listed are recorded in the Official Public Records of Collin County, Texas unless otherwise noted.
10(e) Easement to Grayson Collin Electric Cooperative, Inc. recorded in co# 95-41131 does affect subject tract as shown on survey.
10(f) Easement to Gunter Water Supply Corporation recorded in Volume 817, Page 364 does not affect subject tract.
10(g) Twenty foot wide road easement to Billy Jean Brumfield and Robert K. Brumfield recorded in co# 94-51345 does affect subject tract as shown on survey.
SURVEY CERTIFICATION
TO: Like Mind Strategy Group, Ltd., a Texas limited partnership, CELINA WARREN 36, LP, a Texas limited partnership, First American Title Guaranty Company, and Reunion Title.
This is to certify that this map or plat and the survey on which it is based substantially complies with the current Texas Society of Professional Surveyors Standards and specifications for a Category 1A Condition II Survey. The field work was completed on June 22, 2021.
Date of Plat or Map: June 28, 2021
Mark W. Harp, R.P.L.S. No.6425
June 28, 2021
NO. REVISION BY DATE
JBI PARTNERS
2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000
LAND TITLE SURVEY 35.945 ACRES
DANIEL HOWELL SURVEY ABSTRACT NO. 394
CELINA 36
Celina, Collin County, Texas
PROJECT NO. DRW006
SHEET NO. 1 OF 1
DATE: JUNE 22, 2021
Plotted By: mharp Plot Date: 6/28/2021 10:32 AM
Drawing: H:\Projects\DRW006-35.947 Acre Tract\surveying\Survey\35.945 ACRE BOUNDARY.dwg Saved By: mharp Save Time: 6/27/2021 4:47 PM

LEGAL DESCRIPTION

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BEGINNING at a "PK" Nail set at the northeast corner of said 35.947 acre tract, said point being the southeast corner of that called 35.843 acre tract of land described in deed to SSAR Enterprises, LTD and Praachi Holdings, LLC as recorded in Document Number 20200925001648920, Official Public Records of Collin County, Texas, said point also being in the west side of asphalt paved road for (County Road 127);

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South 00 degrees 42 minutes 19 seconds West, 371.00 feet to a "PK" Nail set for corner, said point being the southeast corner of said 35.947 acre tract, said point also being the northeast corner of that called 147.024 acre tract of land described in Evans Family Trust as recorded in Document Number 20091124001426210, Official Public Records of Collin County, Texas;

THENCE along the south line of said 35.947 acre tract and along the north line of said 147.024 acre tract as follows:

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South 76 degrees 44 minutes 13 seconds West, 202.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 83 degrees 15 minutes 19 seconds West, 353.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

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THENCE South 89 degrees 59 minutes 51 seconds West, 230.74 feet to a three-eighths inch iron rod found at the southwest corner of said 35.947 acre tract, said point being in the north line of said 163.945 acre tract, said point also being the southeast corner of that

Attachment: Draft Addendum (6th Addendum for Settlement with Marilee)

called 32.02 acre tract of land described in deed to Willard Properties, LP as recorded in Instrument Number 96-0039931, Official Public Records of Collin County, Texas;

THENCE North 00 degrees 13 minutes 22 seconds West, 990.52 feet to a three-eighths inch iron rod found at the northwest corner of said 35.945 acre tract, said point being in the east line of said 32.02 acre tract, said point also being the southwest corner said 35.843 acre tract;

THENCE South 81 degrees 09 minutes 24 seconds East, 1,953.96 feet along the north line of said 35.947 acre tract and along the south line of said 35.843 acre tract to the POINT OF BEGINNING and containing 1,565,769 square feet or 35.945 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 state plane coordinates, NAD83), distances shown hereon are grid distance values.

Attachment: Draft Addendum (6th Addendum for Settlement with Marilee)

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: September 14, 2021
Re: Legacy Hills- DA Amendment

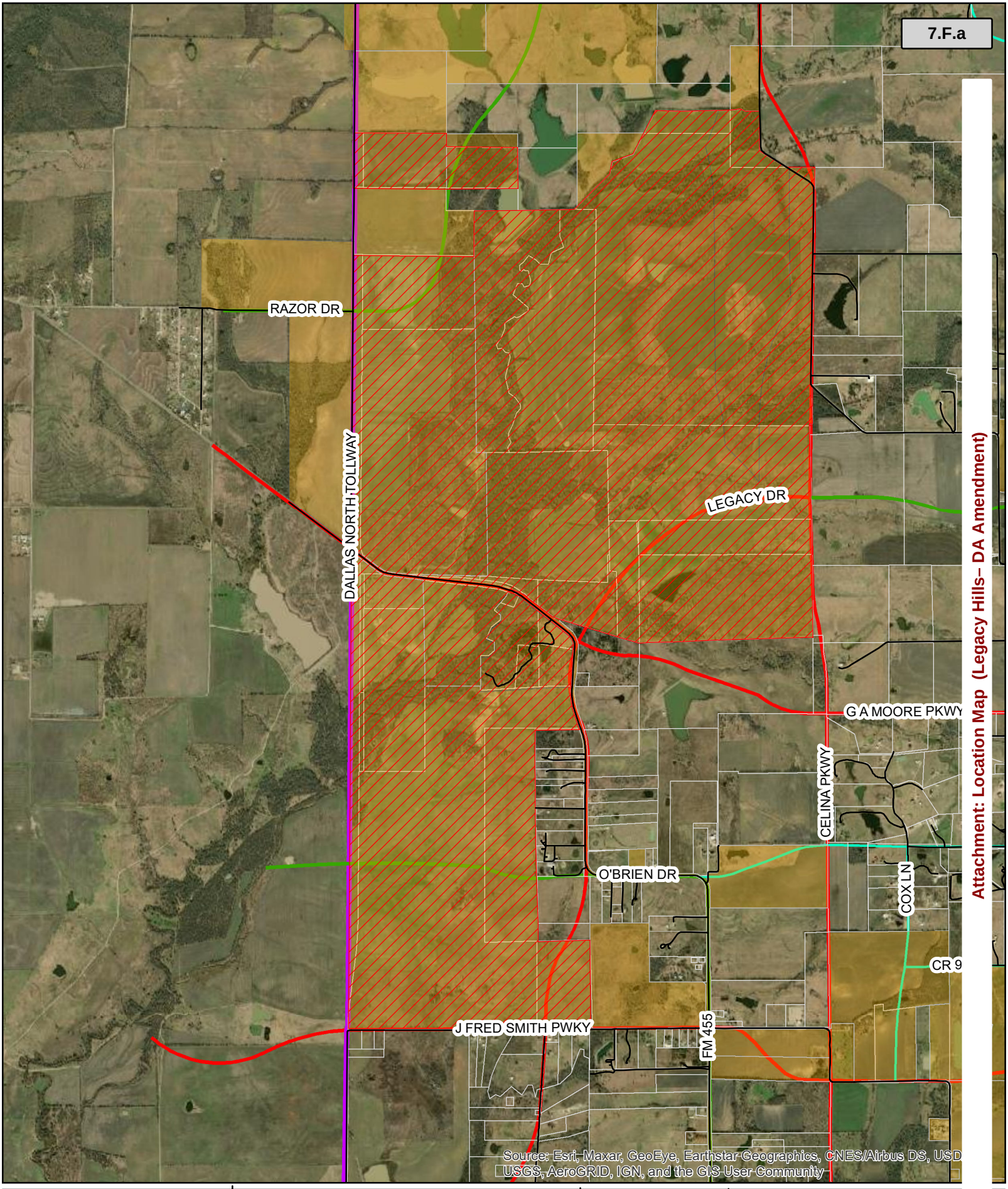
Action Requested:
Consider and act upon an amendment to the Legacy Hills (Dynavest) development agreement; generally located north of J. Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road, within the City Limits. (Legacy Hills– DA Amendment) (McAfee)

Applicant:
MM Celina 3200, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, TX 75234

Background Information:
This Development Agreement amendment request is for the Legacy Hills (Dynavest) development to amend tree mitigation, capital recovery fees, and public infrastructure (water). Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Legacy Hills– DA Amendment)

CELINA TEXAS est. 1876
Life Connected.

Dynavest Location Map

Date: 4/13/2021

Legend

- Roads
- Dynavest
- City Limits
- Parcels

N
W E
S

0 Feet

SECOND AMENDMENT TO DEVELOPMENT, SETTLEMENT, AND ANNEXATION AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT, SETTLEMENT, AND ANNEXATION AGREEMENT ("Second Amendment") is made and entered into by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality located in Collin and Denton Counties, Texas (the "City"), **NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1**, a special district created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, formerly known as NORTH CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 3 (the "District"), and **MM CELINA 3200, LLC**, a Texas limited liability company (the "Developer" or "Owner"), to be effective on September 14, 2021 (the "Effective Date").

RECITALS

WHEREAS, the Developer, the District, and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, the City and Dynavest Joint Venture, a joint venture formed under the laws of the State of Texas with its principal place of business in Dallas, Texas (the "Original Owner"), previously entered into the Development, Settlement and Annexation Agreement (the "Original Development Agreement"), effective as of September 8, 2020, for the development of approximately 3236.601 acres of undeveloped property located wholly in Collin County, Texas; and

WHEREAS, the City, the District, and the Developer entered into the First Amendment to Development, Settlement and Annexation Agreement, effective on August 2, 2021 (the "First Amendment" and collectively with the Original Development Agreement and this Second Amendment, the "Development Agreement"); and

WHEREAS, the Developer purchased and closed on the Property (as defined in the First Amendment) on August 2, 2021, and

WHEREAS, the Parties desire to amend the Development Agreement to amend Section 2.9 b. and Section 3.1(b) of the Development Agreement and to amend Exhibit L attached to the Development Agreement; and

WHEREAS, the Parties acknowledge and agree that, except to the extent amended by this Second Amendment herein, all provisions and terms contained in the Development Agreement shall remain in full force and effect; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Second Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

AGREEMENT

Attachment: Draft Agreement (Legacy Hills– DA Amendment)

1. Defined Terms. All capitalized terms used in this Second Amendment, to the extent not otherwise expressly defined herein, shall have the meanings assigned to them in the Development Agreement.

2. Amendment to Section 2.9 b. Landscaping. The Parties agree that Section 2.9 b. of the Development Agreement shall be amended and replaced in its entirety to read as follows:

> b. Any tree removed for the construction of the collector roadways and thoroughfares, the water Public Infrastructure shown on Exhibit L, the wastewater Public Infrastructure shown on Exhibit M, the neighborhood trails, or the golf course shall not accrue tree mitigation costs.

3. Amendment to Section 3.1(b) Fees. The Parties agree that Section 3.1(b) Fees of the Development Agreement shall be amended and replaced in its entirety to read as follows:

> (b) Capital Recovery Fees. The Developer is responsible for the construction or causing the construction of all Public Infrastructure, to the extent such improvements are necessitated by and attributable to the development of the Property. The Parties agree that Public Infrastructure will include all of the capital improvements and facility expansions necessitated by and attributable to the Property; therefore, pursuant to Section 395.001(4) of the Texas Local Government Code, **no impact fees levied by the City will apply to single-family residential lots within the Property**. Instead, the City and Developer agree to set capital recovery fees ("Capital Recovery Fees") for single-family residential lots as follows: (i) roadway capital recovery fees shall be set at $3,000.00 per single-family residential lot for the first five (5) years following August 2, 2021, $3,500.00 for years six (6) through ten (10) following August 2, 2021, and increased by an additional $500.00 each five-year period thereafter, (ii) water capital recovery fees shall be set at $2,500.00 per single-family residential lot for the first five (5) years following August 2, 2021, $3,000.00 for years six (6) through ten (10) following August 2, 2021, and increased by an additional $500.00 each five-year period thereafter, and (iii) wastewater capital recovery fees shall be set at $2,500.00 per single-family residential lot for the first five (5) years following August 2, 2021, $3,000.00 for years six (6) through ten (10) following August 2, 2021, and increased by an additional $500.00 each five-year period thereafter. All Capital Recovery Fees will be due and payable at the time building permits are issued for each single-family residential lot. Capital Recovery Fees collected upon the issuance of a building permit for the first 2,011 single-family residential lots within the Property shall be placed into a segregated interest-bearing account (the "Segregated Capital Recovery Fees Account"). Monies shall be paid to the District from the Segregated Capital Recovery Fees Account on a quarterly basis in an amount not to exceed twenty million dollars ($20,000,000.00) pursuant to a Chapter 380 grant or contract revenues for and pledged to the payment of the District's issuance of contract revenue bonds for the benefit of the Dynavest Development or the District, the proceeds of which may be used for the construction, acquisition or reimbursement of or for Public Infrastructure or any authorized purpose of the

Attachment: Draft Agreement (Legacy Hills– DA Amendment)

District. In the event the District does not issue contract revenue bonds secured by the Capital Recovery Fees by February 15, 2022, the District shall assign all rights, title, and interest to the Amended and Restated Capital Recovery Fees Economic Development Agreement between the City and the District (the "Amended and Restated Capital Recovery Fees Agreement") to the Developer within three (3) business days of the Developer's request and shall provide notice to the City as provided in the Amended and Restated Capital Recovery Fees Agreement. Thereafter, the City shall reimburse the Developer or its assigns from the Segregated Capital Recovery Fees Account on a quarterly basis in an amount not to exceed twenty million dollars ($20,000,000.00) pursuant to the Amended and Restated Capital Recovery Fees Agreement. Nonresidential lots will not be charged the Capital Recovery Fees provided in this Section; however nonresidential lots will pay all capital recovery fees, including but not limited to impact fees, pro-rata fees, tap fees and the like, due and payable to the City under the City Regulations in connection with the development of the Property at the time such nonresidential lots are developed. For purpose of this paragraph, "nonresidential lot" means all development other than single-family residential lots.

4. Amendment to Section 4.2 Oversized Public Infrastructure. The Parties agree that Section 4.2 of the Development Agreement shall be amended and replaced in its entirety to read as follows:

4.2 Oversized Public Infrastructure. The Developer shall not be required to construct or fund any Oversized Public Infrastructure when such oversizing provides a benefit to land outside the Property, unless, by the commencement of construction, the City pays the Developer the increased cost directly attributable to the oversizing requested by the City; however, the City may pay such costs in installments and construction draws when due under the construction contract.

5. Amendment to Section 4.7 Water Public Infrastructure. The Parties agree that Section 4.7 of the Development Agreement shall be amended and replaced in its entirety to read as follows:

4.7 Water Public Infrastructure. The City agrees to construct a Dallas North Tollway water line south of J. Fred Smith Parkway (the "Southern DNT Water Line") as shown on **Exhibit L** on or before the date that is eighteen (18) months following the City's receipt of Developer's Contribution and subject to Section 4.9 below; provided however, that if the Southern DNT Water Line is not complete by such date, the Developer may, at its option construct or cause the completion of the construction of the Southern DNT Water Line, and the City agrees to reimburse the Developer for the Developer's costs to complete the Southern DNT Water Line. Other than the Southern DNT Water Line, the Developer agrees to construct or cause the construction of all water Public Infrastructure as shown on **Exhibit L**. The water service plan for the water Public Infrastructure is shown on **Exhibit L**. The City agrees to pay or reimburse the Developer for the Developer's construction of any Oversized Public Infrastructure for water, including costs for the Developer's permitting, and construction, but excluding design costs and interest, described in the water

Attachment: Draft Agreement (Legacy Hills– DA Amendment)

service plan and this Section 4.7, and such payment or reimbursement shall occur as set forth in Section 4.2.

6. Amendment to Section 4.8 Wastewater Public Infrastructure. The Parties agree that Section 4.8 of the Development Agreement shall be amended and replaced in its entirety to read as follows:

4.8 Wastewater Public Infrastructure. The Developer agrees to construct or cause the construction of all wastewater Public Infrastructure as shown on **Exhibit M**. The wastewater service plan for the wastewater Public Infrastructure is shown on **Exhibit M**. The City agrees to pay or reimburse the Developer for the Developer's construction of any Oversized Public Infrastructure for the wastewater Public Infrastructure, including reasonable and customary costs for the Developer's design, permitting, and construction, but excluding interest, described in the wastewater service plan and this Section 4.8, and such payment or reimbursement shall occur as set forth in Section 4.2. Subject to the City's obligation to pay or reimburse for wastewater Oversized Public Infrastructure provided herein, the Developer agrees to fund and construct or cause to be funded and constructed the following wastewater Public Infrastructure as shown on **Exhibit M**:

(a) one (1) regional lift station on the South Tract; provided, however, the City agrees to pay the Oversized Public Infrastructure costs for oversizing of the regional lift station, and the City agrees to fund and construct any future pumps and electrical associated with the regional lift station beyond what is necessary for development of the Property; and

(b) the gravity lines and force main lines as needed for development of the Property.

7. Amendment to Exhibit L. The water Public Infrastructure as shown on Exhibit L to the Development Agreement shall be amended and replaced in its entirety with the water Public Infrastructure attached hereto as **Exhibit L** and incorporated herein by reference.

8. Miscellaneous.

(a) This Second Amendment amends the Development Agreement in no other manner except as expressly set forth herein, including the exhibits attached hereto. Except as amended herein, the terms, provisions, agreements, covenants and conditions of the Development Agreement shall continue in full force and effect. In the event of a conflict between this Second Amendment, including the exhibits attached hereto, and the Development Agreement, the terms of this Second Amendment, including the exhibits attached hereto, shall control.

(b) This Second Amendment together with the Original Development Agreement and the First Amendment shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the

Attachment: Draft Agreement (Legacy Hills– DA Amendment)

subject matter of this Second Amendment and the Original Development Agreement and First Amendment. This Second Amendment and the Original Development Agreement and First Amendment shall not be modified or amended except in writing signed by the Parties.

(c) If any provision of this Second Amendment is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Second Amendment; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Second Amendment shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

(d) This Second Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same instrument.

(e) The City represents and warrants that the individual executing this Second Amendment on behalf of the City has been duly authorized to do so. The MMD represents and warrants that the individual executing this Second Amendment on behalf of the MMD has been duly authorized to do so. The Developer represents and warrants that this Second Amendment has been approved by appropriate action of Developer, and that each individual executing this Second Amendment on behalf of Developer has been duly authorized to do so.

(f) Certificate of Interested Parties Form 1295. The Developer represents and warrants that it is required to comply with Section 2252.908 of the Texas Government Code, as amended, and must file, and has filed, a Certificate of Interested Parties Form 1295 prescribed thereunder with the City and the MMD.

(g) No Boycott of Israel; No Business With Sanctioned Countries. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Second Amendment is a contract for goods or services, will not boycott Israel during the term of this Second Amendment. 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 Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

The Developer represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https ://comptroller.texas .gov/purchasing/docs/sudan-list.pdf,

Attachment: Draft Agreement (Legacy Hills– DA Amendment)

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

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

(h) Verification Regarding Energy Company Boycotts. To the extent this Second Amendment constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Second Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(i) Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Second Amendment constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Second Amendment against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Signature Page to Follow]

Attachment: Draft Agreement (Legacy Hills– DA Amendment)

EXECUTED by the City and Developer to be effective as of the Effective Date.

CITY OF CELINA

By: _____
Mindy Koehne, Mayor Pro Tem

ATTEST:

_____
Vicki Faulkner, City Secretary

APPROVED AS TO FORM

_____
Julie Fort, Attorney for the City

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of September, 2021 by Mindy Koehne, Mayor Pro Tem of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Agreement (Legacy Hills– DA Amendment)

DEVELOPER

MM CELINA 3200, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of September, 2021 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM CELINA 3200, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

Attachment: Draft Agreement (Legacy Hills– DA Amendment)

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

By:_____
Name: John Peavy
Its: President

ATTEST:

By:_____
Paul Schlosberg, Secretary

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of September, 2021 by John Peavy, President of North Parkway Municipal Management District No. 1, on behalf of said district.

_____
Notary Public, State of Texas

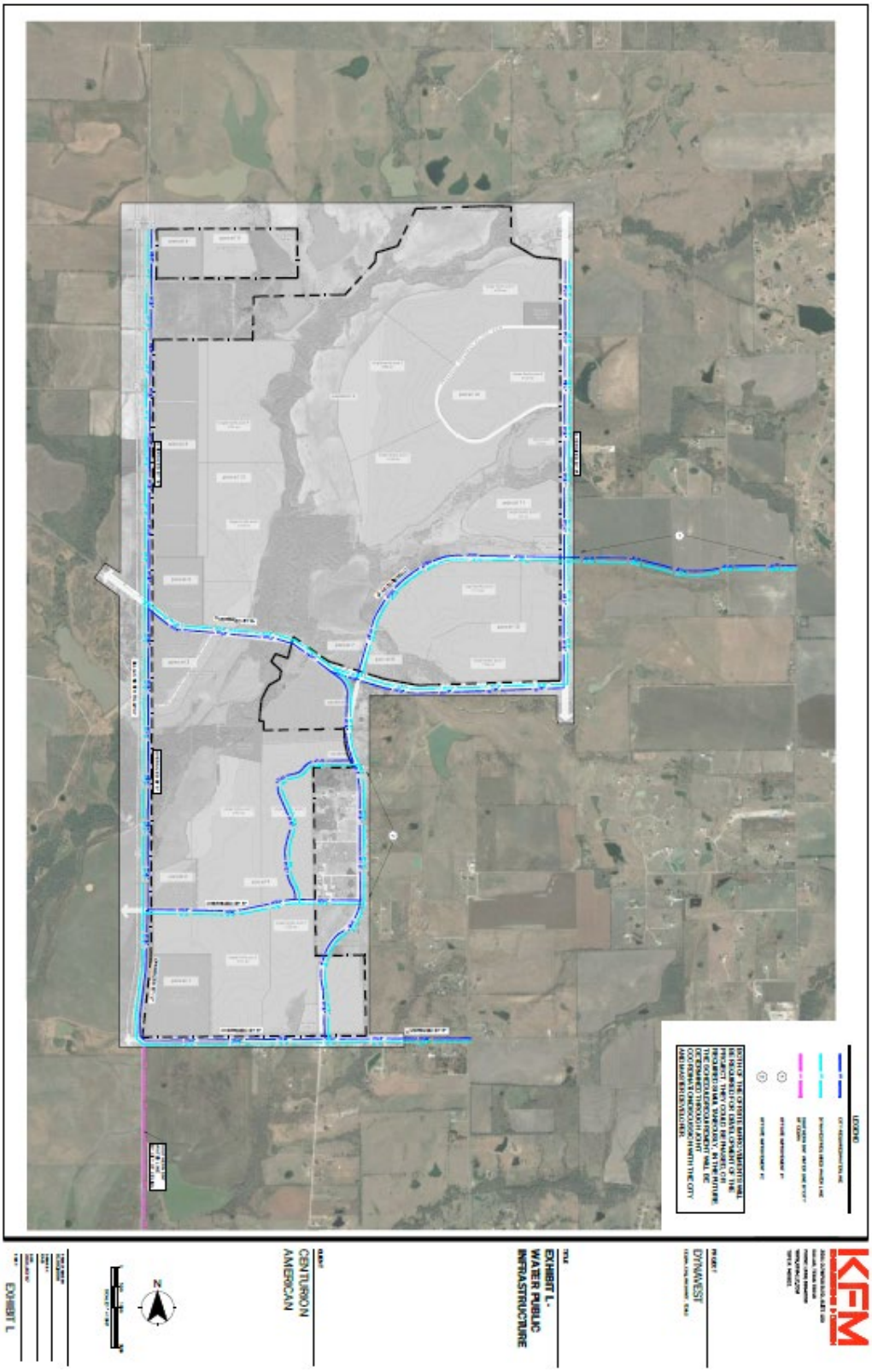
(SEAL)

_____
Name printed or typed

Commission Expires: _____

Attachment: Draft Agreement (Legacy Hills– DA Amendment)

EXHIBIT L
WATER PUBLIC INFRASTRUCTURE



Attachment: Draft Agreement (Legacy Hills– DA Amendment)

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:	September 14, 2021
Re:	Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees

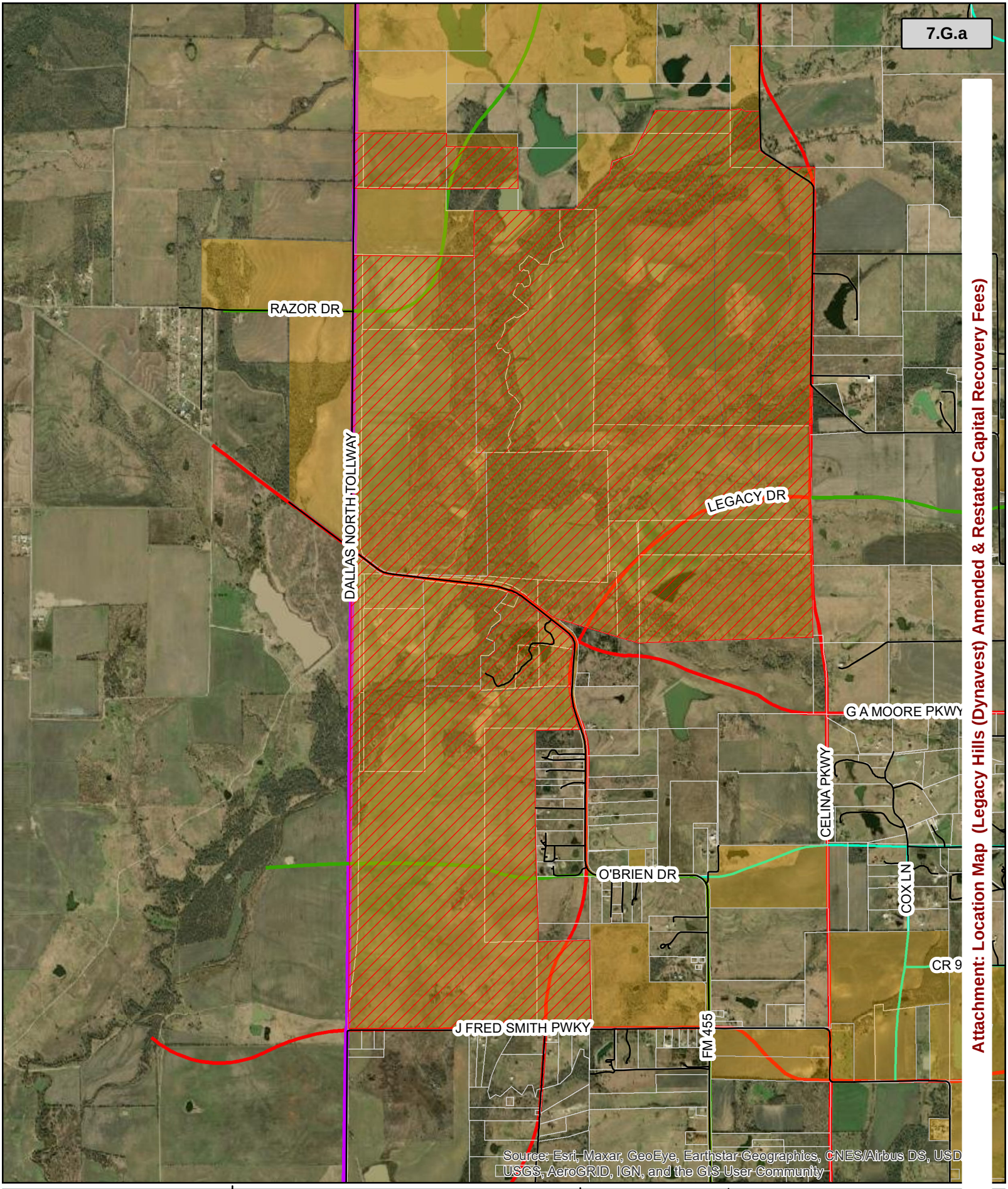
Action Requested:
Consider and act upon a request to amend and restate Capital Recovery Fees Economic Development Agreement for Legacy Hills (Dynavest); generally located north of J. Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road, within the City Limits. (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees) (McAfee)

Owner:
MM Celina 3200, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, TX 75234

Background Information:
This item is associated with the Legacy Hills (Dynavest) Development Agreement amendment for the revision of Capital Recovery Fees. Please refer to the attached agreements for further information.

Supporting Documents:
- Location Map
- Draft Agreement

Staff Recommendation:
Staff recommends approval.



Attachment: Location Map (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

CELINA TEXAS est. 1876
Life Connected.

Dynavest Location Map

Date: 4/13/2021

Legend

- Roads
- Dynavest
- City Limits
- Parcels

N
W E
S

0 Feet

AMENDED AND RESTATED CAPITAL RECOVERY FEES ECONOMIC DEVELOPMENT AGREEMENT

THIS **AMENDED AND RESTATED CAPITAL RECOVERY FEES ECONOMIC DEVELOPMENT AGREEMENT** (the "Agreement") by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality located in Collin and Denton Counties, Texas (the "City") and **NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1**, a special district created and operating under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution and Chapter 3986, Texas Special District Local Laws Code (the "District Act"), formerly known as NORTH CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 3 (the "District"), to be effective on the Effective Date (hereinafter defined).

RECITALS

WHEREAS, the District and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, the City and Dynavest Joint Venture, a joint venture formed under the laws of the State of Texas with its principal place of business in Dallas, Texas (the "Original Owner"), previously entered into the Development, Settlement and Annexation Agreement (the "Original Development Agreement"), effective as of September 8, 2020; and

WHEREAS, the City, the District, and MM Celina 3200, LLC, a Texas limited liability company (the "Developer"), as successor in interest to the Original Owner, entered into that certain First Amendment to Development, Settlement and Annexation Agreement (the "First Amendment"), as amended by the Second Amendment to Development, Settlement and Annexation Agreement (the "Second Amendment" and collectively with the Original Development Agreement and the First Amendment, the "Development Agreement") for the design, development, and construction of a mixed-use residential and commercial development (the "Dynavest Development") containing approximately 3,187.804 acres of land, as described by metes and bounds and depicted on Exhibit A to the Development Agreement (the "Property") within the City; and

WHEREAS, terms used herein but not otherwise defined shall have the meaning ascribed to them in the Development Agreement; and

WHEREAS, the City, the District, and the Developer entered into that certain Capital Recovery Fees Economic Development Agreement, effective as of August 2, 2021 (the "Original Capital Recovery Fees Agreement"), and this Agreement amends and restates the Original Capital Recovery Fees Agreement; and

WHEREAS, the construction and operation of the Dynavest Development will: (a) bring a positive impact to the City; (b) promote state and local economic development; (c) stimulate business and commercial activity in the municipality; (d) promote the development and diversification of the economy of the state; (e) promote the development and expansion of commerce in the state; and (f) eliminate some unemployment or underemployment in the state; and

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

WHEREAS, the District desires and intends to cause to be constructed water, wastewater, drainage, roadway improvements, and other public infrastructure that will serve the Property, including landscaping, public parking and floodplain reclamation costs (collectively, the "Public Infrastructure") within the Dynavest Development; and

WHEREAS, pursuant to Section 3.1 of the Development Agreement, the Parties agreed for the City to provide a grant to the District for collected Capital Recovery Fees (hereinafter defined) for the sole purpose of the District's issuance of contract revenue bonds for the construction of improvements to benefit the City and the District; and

WHEREAS, Article III, Section 52-a of the Texas Constitution and Chapter 380 of Texas Local Government Code provide constitutional and statutory authority for establishing and administering a program to provide grants or incentives of public money to promote local economic development and to stimulate business and commercial activity in the City;

WHEREAS, the City has found that providing a grant of funds to District in exchange for causing the Developer's development of the Dynavest Development or reimbursement of Developer for Public Infrastructure will promote local economic development and stimulate business and commercial activity and create jobs within the City (the "Program"); and

WHEREAS, the District is authorized by Section 3986.0504 and Section 3986.0505 of the District Act to issue bonds secured by contract revenues: and

WHEREAS, the City has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain controls likely to ensure that public purpose is accomplished; and

WHEREAS, the Parties have agreed for the District to cause the undertaking of the Dynavest Development as set forth in the Development Agreement, and the Development Agreement or the reimbursement agreements between the Developer and the District contain controls to ensure the public purpose is accomplished; and

WHEREAS, the Parties intend for this Agreement to become effective upon the bondholder's execution of a bond purchase agreement for the issuance of contract revenue bonds (the "Effective Date"); and

NOW THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, and payments authorized herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**.

"Agreement" means this Amended and Restated Capital Recovery Fees Economic Development Agreement.

"Capital Recovery Fees" has the meaning set forth in the Development Agreement.

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

"Capital Recovery Fees Grant" means the grant of Capital Recovery Fees to the District as set forth in Section 4 and payable only from Capital Recovery Fees.

"Chapter 380" means Chapter 380, Texas Local Government Code, as amended.

"City" means the City of Celina, a home rule municipality located in Collin County and Denton County, Texas.

"City Council" means the City Council of the City.

"Developer" means MM Celina 3200, LLC, a Texas limited liability company, and its successors and assigns.

"Development Agreement" has the meaning set forth in the Recitals.

"District" means the North Celina Municipal Management District No. 3, a special district created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, to be known as North Parkway Municipal Management District No. 1.

"District Act" means Chapter 3986, Texas Special District Local Laws Code

"Dynavest Development" has the meaning set forth in the Recitals.

"Effective Date" has the meaning set forth in the Recitals.

"First Amendment" has the meaning set forth in the Recitals.

"Force Majeure" means events or circumstances that are not within the reasonable control of the Party whose performance is suspended, and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

"Original Development Agreement" has the meaning set forth in the Recitals.

"Original Owner" means Dynavest Joint Venture, a joint venture formed under the laws of the State of Texas with its principal place of business in Dallas, Texas.

"Party" or "Parties" means District and the City.

"Program" has the meaning set forth in the Recitals.

"Property" means approximately 3,187.804 acres of land described by metes and bounds and depicted on Exhibit A to the Development Agreement.

"Public Infrastructure" has the meaning set forth in the Recitals.

"Second Amendment" has the meaning set forth in the Recitals.

"Segregated Capital Recovery Fees Account" has the meaning set forth in Section 4.

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

2. **Term**. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until the first to occur of (a) the issuance of a building permit for the 2,011th single-family residential lots in the Property and the District is paid from the Segregated Capital Recovery Fees Account, or (b) the amount of the Capital Recovery Fees Grant (hereinafter defined) reaches $20,000,000.00 and is reimbursed or provided to the District from the Segregated Capital Recovery Fees Account.

3. **District's Obligations**.

(a) Public Infrastructure. In consideration of the City entering into this Agreement providing for the payment of funds constituting a grant to the District under the terms and conditions set forth herein, District agrees to cause to be designed and constructed the Public Infrastructure as set forth in the Development Agreement.

4. **Capital Recovery Fees Grant**. The City agrees to provide a grant of collected capital recovery fees to the District, payable solely from the Capital Recovery Fees and no other revenues of the City, (the "Capital Recovery Fees Grant") pursuant to Chapter 380 as follows:

(a) Pursuant to the Development Agreement, the City, the District, and Developer agreed to set Capital Recovery Fees for single-family residential lots as follows: (i) roadway capital recovery fees shall be set at $3,000.00 per single-family residential lot for the first five (5) years following August 2, 2021, $3,500.00 for years six (6) through ten (10) following August 2, 2021, and increased by an additional $500.00 each five-year period thereafter, (ii) water capital recovery fees shall be set at $2,500.00 per single-family residential lot for the first five (5) years following August 2, 2021, $3,000.00 for years six (6) through ten (10) following August 2, 2021, and increased by an additional $500.00 each five-year period thereafter, and (iii) wastewater capital recovery fees shall be set at $2,500.00 per single-family residential lot for the first five (5) years following August 2, 2021, $3,000.00 for years six (6) through ten (10) following August 2, 2021, and increased by an additional $500.00 each five-year period thereafter.

(b) All Capital Recovery Fees are due and payable at the time building permits are issued for each single-family residential lot. Capital Recovery Fees collected upon the issuance of a building permit for the first 2,011 single-family residential lots in the Property shall be placed into a segregated interest-bearing account (the "Segregated Capital Recovery Fees Account").

(c) Assuming there is no default under this Agreement or the Development Agreement, monies shall be reimbursed or provided to the District as contract revenues or a Capital Recovery Fee Grant from the Segregated Capital Recovery Fees Account on a quarterly basis, being distributed to the District within fifteen (15) days of the commencement of the next succeeding quarter (no later than April 15th, July 15th, October 15th, and January 15th), in an amount not to exceed twenty million dollars ($20,000,000.00) for and pledged to the payment of the District's contract revenue bonds for the benefit of the Dynavest Development, the proceeds of which may be used for the construction,

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

acquisition or reimbursement of or for the Public Infrastructure or any authorized purpose of the District. If the District does not by February 15, 2022 issue a series of contract revenue bonds secured by the Capital Recovery Fees, the District shall assign all of its rights, title, and interest to this Agreement to the Developer within three (3) business days of the Developer's request as agreed to between the District and the Developer pursuant to the Second Amendment, and the District shall have no claim to amounts collected in the Capital Recovery Fees Account and shall not be obligated to issue contract revenue bonds secured by the Capital Recovery Fees. The Developer and its lienholder(s) have agreed and consented to this Agreement, and such consents are attached hereto as **Exhibit A** (the "Developer Consent") and **Exhibit B** (the "Lienholder Consent").

5. **Indemnification**.

DISTRICT IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT IS ACTING INDEPENDENTLY, AND THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE DYNAVEST DEVELOPMENT. TO THE EXTENT PERMITTED BY LAW, DISTRICT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS' FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF, LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT, EXCLUDING ANY ERRORS OR OMISSIONS, OR GROSSLY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

6. **Events of Default; Remedies.**

(a) **Events of Default**. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written Notice of the alleged failure has been given). In addition, if a Cure Time Notice (as defined below) has been provided within thirty (30) days of the Notice, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within thirty (30) business days after receipt of a Notice of failure to provide payment. If a Party who has received Notice under this Section cannot cure an alleged failure to perform within thirty (30) days after receipt of written Notice, such Party shall give written Notice to the other Party within such thirty (30) day period: (a) stating that the Party cannot cure the alleged failure within thirty (30) days after receipt of written Notice and explaining the reason; and (b) providing a date by

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within thirty (30) days after the initial written Notice of the alleged failure has been given. The City's failure to fulfill an obligation or intention of the City contained in this Agreement that creates a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions shall not be considered an event of default.

(b) **Remedies**. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT AND PREVENT THE DEVELOPER, THE DISTRICT, OR THE CITY FROM RECEIVING ANY REIMBURSEMENTS OR PAYMENTS DUE AND OWED TO THE DEVELOPER, THE DISTRICT, OR THE CITY UNDER THIS AGREEMENT.

7. **General Provisions**.

(a) **Representations and Warranties.** The City represents and warrants that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The District represents and warrants that the individual executing this Agreement on behalf of the District has been duly authorized to do so.

(b) **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) **Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by the District and the City and approved by the City through its City Council.

(d) **Assignment**. This Agreement may only be assigned by the District to the Developer or to a trustee in connection with a trust indenture relating to the issuance of contract revenue bonds as contemplated herein, and may be assigned without the express written consent of, but upon written Notice to, the City in accordance with this Agreement. The Developer previously collaterally assigned the receivables under the Original Capital Recovery Fees Agreement to Trez Capital Funding II, LLC, a Delaware limited liability company ("Trez"),and Trez has agreed that such collateral assignment may be released upon the full execution of a bond purchase agreement or bond placement agreement relating to the issuance of contract revenue bonds secured by the Capital Recovery Fees. If assigned to the Developer, the Developer may collaterally assign the receivables under this Agreement to an assignee as collateral for any loan, and Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without consent, but with Notice, to the City and the District. If bonds or other obligations have been issued by the District using contract revenues provided under this Agreement,

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

Developer may not collaterally assign the receivables under this Agreement without the written consent of the District. The provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

(e) **District Bond Issuance**. The District has been made a Party to this Agreement for the sole purpose of issuing contract revenue bonds secured by the Capital Recovery Fees and the Capital Recovery Fees Grant by February 15, 2022. This Agreement is a contract to which the District is a party and such revenues are provided as contract revenues to secure the payment of debt service for bonds issued by the District pursuant to the District Act. In no other event shall the District be entitled to any portion of the Capital Recovery Fees or the Capital Recovery Fees Grant. If the District does not issue a series of contract revenue bonds as described in Section 4(c) secured by the Capital Recovery Fees by February 15, 2022, the District shall (i) assign all rights, title, and interest to this Agreement to the Developer within three (3) business days of the Developer's request as agreed to between the District and the Developer pursuant to the Second Amendment, and (ii) the District shall have no claim to amounts collected in the Capital Recovery Fees Account and shall not be obligated to issue contract revenue bonds secured by the Capital Recovery Fees or the Capital Recovery Fees Grant.

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

To the City:	City of Celina, Texas Attn: City Manager 142 N. Ohio Celina, Texas 75009
With a Copy to:	Julie Fort Messer, Fort, & McDonald, PLLC 6371 Preston Rd. Suite 200 Frisco, Texas 75034
To the District:	Ross Martin Winstead PC 2728 N. Harwood Street, Suite 500 Dallas, Texas 75201 Email: rmartin@winstead.com

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

(g) **Interpretation.** The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

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

(i) **Severability.** This Agreement and the Development Agreement constitute the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement and the Development Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

(j) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

(k) **Independent Parties.** Nothing herein shall be construed as creating a partnership or joint enterprise between the City and the District. Furthermore, the Parties acknowledge and agree that the doctrine of respondeat superior shall not apply between the City and the District, nor between the City and any officer, director, member, agent, employee, contractor, subcontractor, licensee, or invitee of District.

(l) **No Rights Conferred on Others.** Nothing in this Agreement shall confer any right upon any person other than the City and the District and no other person is considered a third party beneficiary to this Agreement.

(m) **Approval Not Guaranteed.** Nothing contained in this Agreement shall be construed as obligating the City to approve any application required for development of the Dynavest Development that is not in conformity with the City's adopted development regulations, except as expressly otherwise contemplated herein.

(n) **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the transaction contemplated herein.

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

(o) **Non Waiver**. Any failure by a Party to insist upon strict performance by another 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 written agreement, 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.

(p) **No Acceleration**. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

(q) **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 obligations affected by the Force Majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties that includes a detailed explanation of the Force Majeure, a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time, and the length of time needed to resume full performance. Any other Party may object in writing to the length of time claimed to be needed to resume performance by the Party suffering the event of Force Majeure if it provides a commercially reasonable explanation regarding how full performance could reasonably be resumed at an earlier date, in which case full performance shall resume at the earlier date.

(r) **Effective Upon Execution of Bond Purchase Agreement**. This Agreement shall become effective upon the bondholder's execution of a bond purchase agreement for the issuance of contract revenue bonds.

Signature pages follow

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

EXECUTED by the City and the District to be effective as of the Effective Date.

CITY OF CELINA

By: _____
Mindy Koehne, Mayor Pro Tem

ATTEST:

_____
Vicki Faulkner, City Secretary

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

By:_____
Name:
Its: President

ATTEST:

By:_____
_____, Secretary

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

Exhibit A
Developer Consent

MM Celina 3200, LLC (the "Developer") previously entered into that certain Capital Recovery Fees Economic Development Agreement (the "Agreement") by and between the Developer, the City of Celina, Texas (the "City"), and North Celina Municipal Management District No. 3, a special district created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution and Chapter 3986, Texas Special District Local Laws Code, to be known as North Parkway Municipal Management District No. 1 (the "District"), effective as of August 2, 2021.

The Developer hereby consents and agrees to the Amended and Restated Capital Recovery Fees Economic Development Agreement, between the City and the District, which amendment removes the Developer as a party to such agreement.

DEVELOPER:

MM CELINA 3200, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

Exhibit B
Lienholder Consent

The undersigned, a duly authorized representative of Trez Capital Funding II, LLC, a Delaware limited liability company, acting as administrative agent for the benefit and security of Trez Capital (2015) Corporation, a British Columbia corporation (the "Lender") is an "Assignee" pursuant to that certain Collateral Assignment and Reimbursables and Agreements, effective as of August 2, 2021 (the "Collateral Assignment"), which collaterally assigned the Capital Recovery Fees Economic Development Agreement ("Capital Recovery Fees Agreement"), effective as of August 2, 2021, between the City of Celina, Texas, MM Celina 3200, LLC, a Texas limited liability company, and NORTH CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 3, a special district created and operating under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution and Chapter 3986, Texas Special District Local Laws Code, to be known as NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1.

The Lender hereby consents and agrees to the Amended and Restated Capital Recovery Fees Economic Development Agreement between the City and the District. Further, the Lender agrees to provide a release of the Collateral Assignment to the trustee upon the full execution of a bond purchase agreement or bond placement agreement relating to the issuance of contract revenue bonds secured by the capital recovery fees.

TREZ CAPITAL (2015) CORPORATION,
a British Columbia corporation,

By: Trez Capital Funding II, LLC,
a Delaware limited liability company,
its administrative agent

By: _____
Name: John D. Hutchinson
Title: President

Attachment: Draft Agreement (Legacy Hills (Dynavest) Amended & Restated Capital Recovery Fees)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: Parks at Wilson Creek - DA Amendment

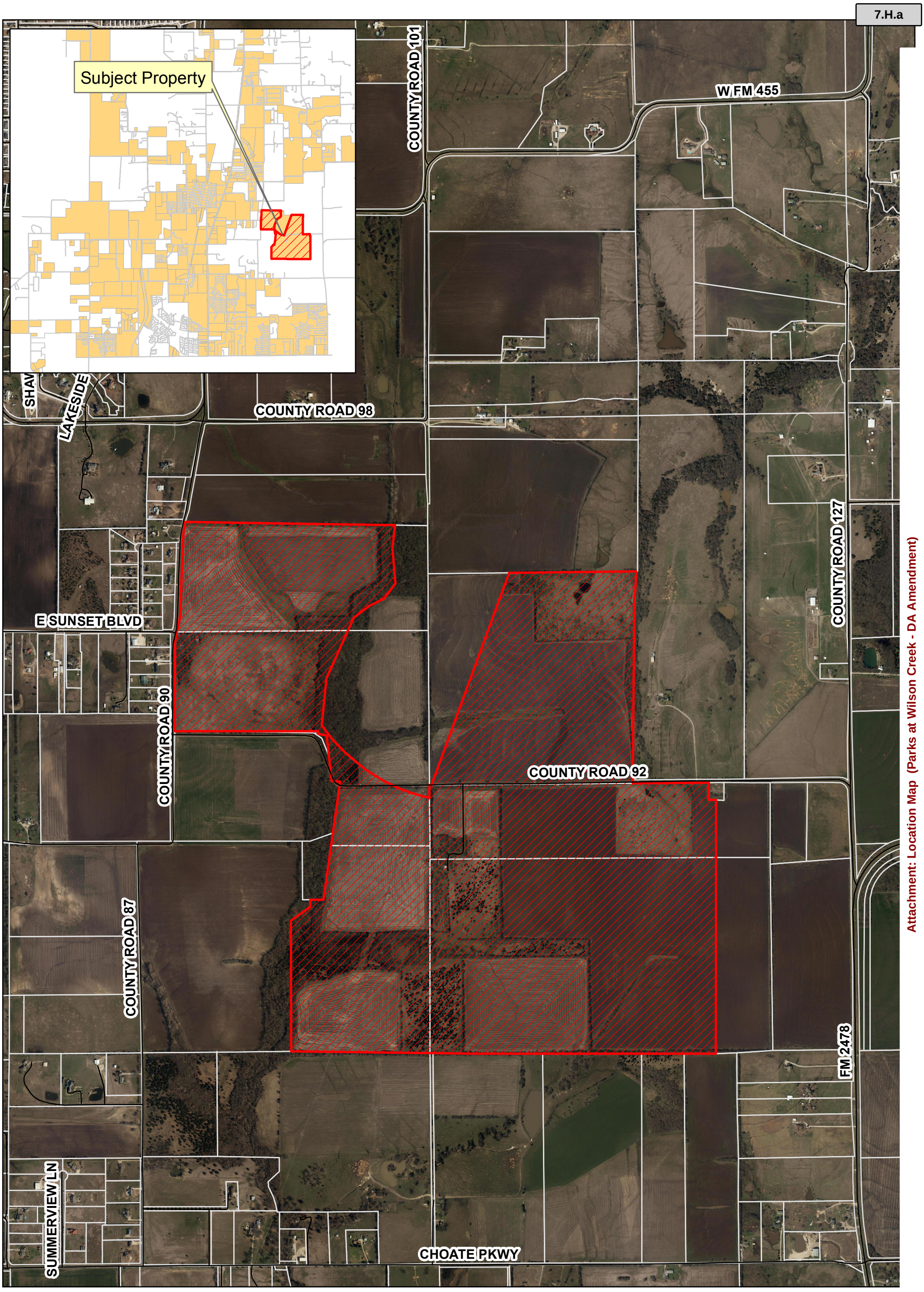
Action Requested:
Consider and act upon a Second Amendment to the Amended and Restated Development Agreement between the City of Celina and The Parks at Wilson Creek, L.P. for The Parks at Wilson Creek development (amending documents recorded in the Official Public Records of Collin County as Instrument Numbers 20150917001181966 and 20191021001322210). (Parks at Wilson Creek - DA Amendment) (Lopez)

Owner:
The Parks at Wilson Creek, L.P.
c/o The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, TX 75231

Background Information:
The proposed revised development agreement is for The Parks at Wilson Creek, related to the City park, capital recovery fees, road and utility infrastructure, and other changes. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Revised Development Agreement

Staff Recommendation:
Staff recommends approval.



Attachment: Location Map (Parks at Wilson Creek - DA Amendment)

CELINA TEXAS EST. 1876

The Parks at Wilson Creek Location Map

Date: 9/3/2019

Legend

- Roads
- Parks at Wilson Creek
- Parcels

N W E S

0 1,000 2,000 Feet

SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(The Parks at Wilson Creek)

This Second Amendment to Amended and Restated Development Agreement (this "Amendment") is made and entered into as of the 14th day of September, 2021 (the "Effective Date"), by and between THE CITY OF CELINA, TEXAS (the "City"), a home rule municipality located within Collin County, Texas, THE PARKS AT WILSON CREEK, L.P., a Texas limited partnership (the "Owner") (the City and the Owner are each individually, a "Party" and collectively, the "Parties").

WHEREAS, this Amendment amends that certain Amended and Restated Development Agreement between the Parties that was entered into as of the 9th day of September, 2015, recorded in the Official Public Records of Collin County, Texas, as Instrument Number 20150917001181966 (the "Development Agreement"), as amended by First Amendment to Amended and Restated Development Agreement entered into as of October 8, 2019 and recorded in the Official Public Records of Collin County, Texas, as Instrument Number 20191021001322210 (the "First Amendment") and the nothing herein is intended to amend any other agreements between the Parties; and

WHEREAS, the Development Agreement governs two tracts of land in the City of Celina, Collin County, Texas, one containing 540 acres and the other containing 161 acres (as defined in the Development Agreement, the "Property") as described in **Exhibit "A"**, save and except that approximate 17.14-acre parcel of land conveyed to Collin County, Texas by Special Warranty Deed recorded November 18, 2019, in the Official Public Records of Collin County, Texas, as Instrument Number 20191118001467990; and

WHEREAS, the construction plans for Phase 1 of the Development have been approved for construction by the City (the "Approved Phase 1 Plans"), including for the roundabout at the intersection of Roseland Parkway and Sunset Boulevard (the "Roundabout");

WHEREAS, following receipt of a petition requesting a public improvement district from the Owner, the City created The Parks at Wilson Creek Public Improvement District on November 11, 2014, through passage of Resolution No. 2014-54R (the "Original PID"), for the purpose of financing the Perimeter Road Improvements and the Onsite Public Improvements that confer a special benefit on the Original Property;

WHEREAS, on January 13, 2015, the City Council levied assessments on benefitted property within the Original PID by Ordinance No. 2015-09 for the Offsite Public Improvements defined as "City Contributed Major Improvements" in the service and assessment plan for the Original PID;

WHEREAS, following receipt of a petition requesting a public improvement district from the Owner and the Additional Property Owner (as defined in the petition), the City created a new The Parks at Wilson Creek Public Improvement District on August 11, 2015, through passage of Resolution No. 2015-38R (the "2015 PID"), for the purpose of financing the Perimeter Road Improvements and the Onsite Public Improvements that confer a special benefit on the Property;

WHEREAS, on February 14, 2017, the City Council levied assessments on benefitted property within the 2015 PID by Ordinance No. 2017-13 for the Offsite Public Improvements defined as "City Contributed Major Improvements" in the service and assessment plan for the 2015 PID;

WHEREAS, following receipt of a petition requesting dissolution of the Original PID subject to the creation of the 2015 PID and requesting release of all assessments on the property within the Original

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

PID subject to the levy of new assessments on property within the 2015 PID, the City dissolved the Original PID on February 14, 2017 and terminated all assessments levied on property within the Original PID by Resolution No. 2017-07R;

WHEREAS, on August 11, 2020, the assessments levied for the Offsite Public Improvements defined as "City Contributed Major Improvements" were permanently reduced in the annual update to the service and assessment plan for the 2015 PID;

WHEREAS, following receipt of a petition requesting a public improvement district from the Owner, the City created a new The Parks at Wilson Creek Public Improvement District on August 10, 2021, through passage of Resolution No. 2021-58R recorded in the real property records of Collin County as Instrument No. 20210817001660740 (the "2021 PID"), for the purpose of financing the Perimeter Road Improvements and the Onsite Public Improvements that confer a special benefit on the Property;

WHEREAS, following the creation of the 2021 PID, the 2015 PID was dissolved by Resolution No. 2021-62R, approved by the City Council on August 10, 2021;

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Development Agreement and the First Amendment unless otherwise defined herein; and

WHEREAS, the Parties have determined that they have the authority to enter into this Amendment; and

WHEREAS, it is the intent of this Amendment to establish certain legally binding restrictions and commitments to be imposed upon the Property and the City and the Owner are proceeding in reliance on the enforceability of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. City Park Development. The last sentence of Section 3.08(c) of the Development Agreement, as amended in Section 3 of the First Amendment, is hereby deleted and replaced in its entirety with the following new sentences:

> "The City shall commence development of the initial phase of the City Park as soon as the City has collected at least $2,000,000 in Collective Park Fees, provided there is water and sanitary sewer availability, storm sewer availability within Sunset Boulevard and Roseland Parkway, and roadway access, to the City Park. At a minimum, roadway access shall mean at least two lanes of Sunset Boulevard adjacent to the City Park, and four lanes of Roseland Parkway adjacent to the City Park at least to the ring road around the Celina ISD school site at the northeast corner of the intersection of Sunset Boulevard and Roseland Parkway."

2. Exclusive Fees. Notwithstanding anything in the Agreement (as amended by the First Amendment) to the contrary, including, without limitation, Section 3.08(a) thereof, the Capital Recovery Fees of $5,500 per lot will increase to $6,000 per lot for all lots developed after phase 1 of the Development.

3. Road and Utility Infrastructure. Article V of the Development Agreement, as amended in Section 4 of the First Amendment, is hereby deleted and replaced in its entirety with the following new Article V:

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

"ARTICLE V
ROAD AND UTILITY INFRASTRUCTURE

5.01 Roadway Improvements. Certain thoroughfare and other roadway improvements are necessary and beneficial to the Development, and are described below in this Section 5.01 (the "Roadway Improvements"). With the exception of the Roadway Improvements described below, no off-site or perimeter Roadway Improvements are required to be constructed in connection with the use or development of the Property.

a. Sunset Boulevard from Preston Road to Coit Road. Provided the City has acquired all necessary right of way, has obtained all necessary utility relocation agreements and has fully engineered the roadway improvements, the Owner will construct (and the City will permit Owner to construct) with Phase 4 of the Development (or in any phase of the Development prior thereto) two lanes (one lane in each direction) of Sunset Boulevard from Preston Road to Coit Road, consisting of a 28-foot, 10-inch thick pavement section, over an 8-inch lime stabilized subgrade, but flared to four lanes at the intersections of Preston Road and Coit Road (the "Preston to Coit Section") as generally shown on **Exhibit "B"**, and including a roundabout at the intersection of Sunset Boulevard and Coit Road. The two lanes shall either be the northern two lanes or the southern two lanes, at the City's discretion; however, if the City chooses the southern two lanes, then the City will be responsible for, and will pay on a current basis as incurred, any costs associated with the relocation of utilities necessary for the construction of the southern two lanes (which utilities include, without limitation, any Marilee water lines, any overhead power lines and any underground transmission lines). The City will increase the width of the right-of-way for this roadway section from 90 feet to 100 feet by shifting the current centerline of the right-of-way 5 feet to the south and the current southern right-of-way line 10 feet to the south. The right-of-way will contain a parkway sufficient for a 10-foot wide trail; however, the Owner is not obligated to construct or fund such trail. The Owner will, however, include landscaping and irrigation improvements within the centerpiece of the aforesaid roundabout which will be maintained by the homeowners association formed to manage the Development, and may include ornamentation (but no signage).

b. Sunset Boulevard from Coit Road to Roseland Parkway and 18-Inch Water Line. The Owner will construct (and the City will permit Owner to construct) with Phase 4 of the Development (or in any phase of the Development prior thereto) the northern two lanes (one lane in each direction) of Sunset Boulevard from Coit Road to Roseland Parkway, consisting of a 28-foot, 10-inch thick, pavement section (the "Coit to Roseland Section"), over an 8-inch lime stabilized subgrade, and, subject to the terms set forth below, with a 10-foot wide trail on the north side of the roadway and a 6-foot wide trail on the south side of the roadway, all within a 100-foot wide right-of-way as generally shown on **Exhibit "B"**. Notwithstanding anything to the contrary set forth above, all trails are to be constructed concurrently with the development of the phase of single family lots on the portion of the Property adjacent to the trails. The Owner will also construct the Roundabout at the intersection of Sunset Boulevard and Roseland Parkway in accordance with the Approved Phase 1 Plans, within the centerpiece of which the Owner will include landscaping and irrigation improvements which will be maintained by the homeowners association formed to manage the Development, and may include ornamentation (but no signage). Furthermore, the Approved Phase 1 Plans will be revised to increase the size of the water line to be constructed by Owner within the Sunset Boulevard right of way from 12" to 18" in diameter (the "Phase 1 Oversized Water Line") to serve the Property and service area outside the Property. As construction on the Phase 1 Oversized Water Line proceeds, the City will pay for the cost of upsizing and plan revisions for the Phase 1 Oversized Water Line from 12" to 18" in diameter in

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

a typical construction draw fashion as construction occurs within thirty days of being invoiced for such costs.

c. Residential Streets. All local residential streets (non-thoroughfares) will consist of a 29-foot wide, 6-inch thick pavement section over a 6-inch lime stabilized subgrade with 5-foot wide sidewalks on both sides, all within a 50-foot wide right-of-way. All sidewalks will be constructed concurrently with the construction of homes on the portion of the Property adjacent to the sidewalks.

d. Roseland Parkway South of Sunset Boulevard. Roseland Parkway south of Sunset Boulevard will consist of an undivided, four lane (two lanes in each direction), 55-foot wide, 9-inch thick, pavement section, over an 8-inch lime stabilized subgrade, a 12" diameter water line and a 6-foot wide trail on both sides, all within a 75-foot wide right of way as generally shown on **Exhibit "B"**. All future sections of Roseland Parkway and associated trails will be constructed concurrently with the development of the phase of single family lots on the portion of the Property adjacent to the roadway and trails. Owner will include the median(s) associated with the Roundabout at the intersection of Roseland Parkway and Sunset Boulevard and the median at the intersection of Roseland Parkway and the Outer Loop, within which medians the Owner will include landscaping and irrigation improvements to be maintained by the homeowners association formed to manage the Development, and may include ornamentation (and signage but only within the median at the intersection of Roseland Parkway and the Outer Loop).

e. Roseland Parkway North of Sunset Boulevard and 18-Inch Water Line. Owner's obligation with respect to Roseland Parkway north of Sunset Boulevard consists only of the two eastern lanes thereof (one lane in each direction), with a 27.5-foot wide, 9-inch thick, pavement section, over an 8-inch lime stabilized subgrade, and a 6-foot wide trail along the east side thereof, all within a 37.5-foot wide right of way as generally shown on **Exhibit "B"**. This pavement section will require only one curb along the easternmost lane. The respective pavement section and trails will be constructed concurrently with the development of the phase of single family lots on the portion of the Property adjacent to the roadway and trails. Owner will include the median(s) associated with the Roundabout at the intersection of Roseland Parkway and Sunset Boulevard, within which median(s) the Owner will include landscaping and irrigation improvements to be maintained by the homeowners association formed to manage the Development, and may include ornamentation (but no signage). Furthermore, an 18" diameter water line (the "Roseland Oversized Water Line") will be constructed within the Roseland Parkway (north of Sunset Boulevard) right-of-way by the Owner to serve the Property and service area outside the Property. Finally, when Owner commences the design of any portion of Roseland Parkway north of Sunset Boulevard, it will notify the City thereof and the City will confirm that Owner is to include the two lanes adjacent thereto and adjacent to the City Park (the "City's Half of Roseland") in Owner's construction plans at the City's cost, provided Owner has notified City at least nine (9) months' in advance of Owner's intent to begin construction. The City's Half of Roseland and the cost of oversizing the Roseland Oversized Water Line from 12" to 18" in diameter (the "City's Share of the Roseland Oversized Water Line") will be constructed by Owner on behalf of the City in connection with Owner's construction of the adjacent two lanes of Roseland Parkway, and the City will pay for the costs of constructing the City's Half of Roseland and the City's Share of the Roseland Oversized Water Line in a typical construction draw fashion as construction occurs within thirty days of being invoiced for such costs.

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

f. Current Portion of Sunset Boulevard.

1. Construction. Provided the City has acquired all necessary right of way, has obtained all necessary utility relocation agreements and has fully engineered the roadway improvements, the Owner will construct (and the City will permit Owner to construct) the Preston to Coit Section and the Coit to Roseland Section of Sunset Boulevard (collectively, the "Current Portion of Sunset"), together or in separate sections, in connection with Phase 4 of the Development (or in any phase of the Development prior thereto). The Current Portion of Sunset is a Public Improvement financed under the PID Act to the extent the costs thereof are not reimbursed in accordance with Section 5.01.f.2. below.

2. Owner Reimbursement. The City will pay or reimburse (i) the Owner for its actual construction cost (but not including the design costs which will continue to be paid by the City and shall not be included in the construction costs or in the soft costs described below) to construct the Preston to Coit Section, plus an additional 15-percent in soft costs, and (ii) the Owner's actual construction cost (but not including the design costs which are included within the soft costs described below) to construct the Coit to Roseland Section (but not including the 10-foot trail on the north side thereof) adjacent to the City Park, plus an additional 20-percent in soft costs, as well as a set amount of interest on both sections in the aggregate amount of $657,927 (collectively, the "Current Portion Construction Cost"), which payment or reimbursement will not exceed $6,444,108 (the "Current Portion Maximum Reimbursement"). The City will pay or reimburse the Current Portion Construction Cost up to the Current Portion Maximum Reimbursement by rebating to the Owner $1,400,000 in Sunset Boulevard Construction Funds and up to $5,044,108 in Capital Recovery Fees pursuant to its authority under Chapter 380 of the Texas Local Government Code (the "Current Portion Reimbursement"). The Current Portion Reimbursement will be paid or reimbursed to Owner in the following manner: (a) the Sunset Boulevard Construction Funds will be paid or reimbursed to Owner in a typical construction draw fashion for hard construction costs (exclusive of design costs) as the improvements are constructed within thirty days of being invoiced for such costs, and (b) the Capital Recovery Fees will be rebated to Owner on a quarterly basis as received by the City starting three months after the date the City accepts the Current Portion of Sunset. The City will, to the extent the Capital Recovery Fees are not sufficient to do so, make a minimum annual payment to the Owner equal to one sixth of the Current Portion Construction Cost, not to exceed the Current Portion Maximum Reimbursement, less the Sunset Boulevard Construction Funds (the "Current Portion Minimum Annual Payment"), with the first payment due one year following the date the City accepts the Current Portion of Sunset. The quarterly payments of Capital Recovery Fees for the year will apply against the Current Portion Minimum Annual Payment, the 1-Inch Minimum Annual Payment (hereinafter defined) and the Utility Improvement Minimum Annual Payment (hereinafter defined) (collectively, the "Minimum Annual Payment") for that year, and if the Capital Recovery Fees for that year exceed the Minimum Annual Payment for that year, then the excess will cumulate and apply to subsequent Minimum Annual Payments as necessary. All Capital Recovery Fees collected by the City will be deposited into a segregated account and dedicated to the payment to the Owner of the Current Portion Reimbursement, the 1-Inch Reimbursement (hereinafter defined) and the Utility Improvement Reimbursement (hereinafter defined) (collectively, the "Reimbursement"), until the Reimbursement has been paid in full. The Reimbursement is illustrated on **Exhibit "C"**.

g. Coit Road. The Owner will design and construct the eastern two lanes of Coit Road as a 28-foot, 10-inch thick, pavement section, over an 8-inch lime stabilized subgrade, within the eastern half of the right-of-way, to the extent immediately adjacent to the Property, as shown on

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

Exhibit "B" (the "Coit Road Improvements"). Construction of the Coit Road Improvements will be required only in conjunction with the construction of the immediately adjacent phase development within the Property (including those areas adjacent to green spaces that are adjacent to the Coit Road Improvements).

h. Increased Pavement Thickness. The City has required, and Owner has agreed, to increase the thickness of the concrete from 8" to 9" within Roseland Parkway, and from 9" to 10" within Sunset Boulevard and Coit Road, and the City will pay or reimburse the Owner for the actual increased construction cost (but not including the design costs which are included within the soft costs described below) associated with the increased concrete thickness, plus an additional 20-percent in soft costs, as well as a set amount of interest in the amount of $62,848 (collectively, the "1-Inch Construction Cost"), which payment or reimbursement will not exceed $481,834 (the "1-Inch Maximum Reimbursement"). The City will pay or reimburse the 1-Inch Construction Cost, not to exceed the 1-Inch Maximum Reimbursement, by rebating Capital Recovery Fees to the Owner pursuant to the City's authority under Chapter 380 of the Texas Local Government Code (the "1-Inch Reimbursement"). The 1-Inch Reimbursement will be paid or reimbursed to the Owner on a quarterly basis starting three months after the date the City accepts the portion of the constructed roadway at issue, or on the next quarterly payment due date with respect to the Current Portion Reimbursement, whichever occurs first. The City will make a minimum annual payment to the Owner of one sixth of the 1-Inch Construction Cost (the "1-Inch Minimum Annual Payment"), not to exceed the 1-Inch Maximum Amount, with the first payment due one year following the date the City accepts the portion of the constructed roadway at issue. The Reimbursement is illustrated on **Exhibit "C"**.

i. Off-Site Right-of-Way. To the extent right-of-way is required to construct the road improvements described in this Section 5.01, the City is responsible for acquiring, at its cost, such off-site right-of-way.

5.02 Water and Sewer Utility Improvements. Certain water and sewer utility improvements are necessary and beneficial to the Development, and are described below in this Section 5.02 (the "Utility Improvements"). With the exception of the Utility Improvements described below, no off-site or perimeter Utility Improvements are required to be constructed in connection with the use or development of the Property.

a. Construction. Owner will construct, and the City will permit Owner to construct, the Utility Improvements, as generally shown on **Exhibit "B"**, consisting of (i) an oversized on-site sewer line reducing in size from 27" (858 lf) to 24" (4,541 lf) to 21" (2,392 lf) from south to north within the Property (the "Oversized Sewer Line"), (ii) the Phase 1 Oversized Water Line, (iii) the Roseland Oversized Water Line, (iv) an oversized 18" diameter water line in Sunset Boulevard from Roseland Parkway to the eastern boundary of the Property (the "Sunset Oversized Water Line"), and (v) an offsite 12" water line generally extending along the future alignment of Roseland Parkway to Choate Parkway and then generally extending west along the north side of Choate Parkway from Roseland Parkway to the western boundary line of a tract described as ABS A09779 Levin Routh Survey, Tract 11, 122.759 acres ± (the "Offsite Water Line"), and extending southerly to the south side of Choate Parkway. The City will extend (or cause to be extended) the 12" water line from the aforesaid western boundary line to the existing 24-inch water line in Coit Road, as generally shown on **Exhibit "B"**. The Approved Phase 1 Plans will be revised to increase the size of the oversized on-site sewer line within phase 1 from a sewer line reducing in size from 21" (858 lf) to 18" (3,024 lf) in diameter to a sewer line reducing in size from 27" (858 lf) to 24" (3,024 lf) in diameter (the "Phase 1 Additionally Oversized Sewer Line") to serve the Property and the remainder of the sewer basin that includes the Property. As

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

construction on the Phase 1 Additionally Oversized Sewer Line proceeds, the City will pay for the cost of upsizing (and redesigning) from the Approved Phase 1 Plans to the Phase 1 Additionally Oversized Sewer Line in a typical construction draw fashion as construction occurs within thirty days of being invoiced for such costs. Further, as construction on the portions of the Oversized Sewer Line to be constructed in later phases proceeds, the City will pay for the cost of the oversized sewer line from a sewer line reducing in size from 18" (340 lf) to 15" (2,420 lf) to 10" (1,149 lf) in diameter to a sewer line reducing in size from 24" (1,517 lf) to 21" (2,392 lf) in diameter in a typical construction draw fashion as construction occurs within thirty days of being invoiced for such costs. The Offsite Water Line is included in the Approved Phase 1 Plans and will be constructed with Phase 1 of the Development. The Phase 1 Oversized Water Line will be constructed with Phase 1 of the Development. The Roseland Oversized Water Line will be constructed in connection with the construction of Roseland Parkway north of Sunset Boulevard, as Roseland Parkway north of Sunset Boulevard is constructed. The Sunset Oversized Water Line will be constructed in connection with the construction of Sunset Boulevard east of Roseland Parkway, as Sunset Boulevard east of Roseland Parkway is constructed. The Utility Improvements are a Public Improvement financed under the PID Act to the extent the costs thereof are not reimbursed in accordance with Section 5.02.b. below.

b. Owner Reimbursement. The City will pay or reimburse the Owner for its actual construction cost to construct (i) the oversizing of the Oversized Sewer Line prior to being resized as set forth above in Section 5.02(a), (ii) the 18" water line adjacent to the City owned park land, and (iii) the Offsite Water Line, plus an additional 20-percent in soft costs on each, as well as a set amount of interest on each in the aggregate amount of $241,375 (collectively, the "Utility Improvement Construction Cost"), which payment or reimbursement will not exceed $1,850,539 (the "Utility Improvement Maximum Reimbursement"). The City will pay or reimburse the Utility Improvement Construction Cost, not to exceed the Utility Improvement Maximum Reimbursement, by rebating Capital Recovery Fees to the Owner pursuant to the City's authority under Chapter 380 of the Texas Local Government Code (the "Utility Improvement Reimbursement"). The Utility Improvement Reimbursement will be paid or reimbursed to the Owner on a quarterly basis starting three months after the date the City accepts the Utility Improvements, or on the next quarterly payment due date with respect to the Current Portion Reimbursement, whichever occurs first. The City will make a minimum annual payment to the Owner of one sixth of the Utility Improvement Construction Cost, not to exceed the Utility Improvement Maximum Reimbursement (the "Utility Improvement Minimum Annual Payment"), with the first payment due one year following the date the City accepts the Utility Improvements. The Reimbursement is illustrated on **Exhibit "C"**."

4. Public Improvement District. All references in the Development Agreement, the First Amendment and this Amendment to "the PID" shall mean the 2021 PID created by Resolution No. 2021-58R recorded in the real property records of Collin County as Instrument No. 20210817001660740. Section 7.02(a) is hereby deleted and replaced in its entirety with the following:

The Original PID created by Resolution No. 2014-54R included the Original Property. The 2015 PID created by Resolution No. 2015-38R included approximately 700.438 acres within the Property. Both the Original PID and the 2015 PID have been dissolved. The 2021 PID includes approximately 646.967 acres within the Property.

5. Primary Amenity Center. Section 6 of the First Amendment is hereby amended to change the term "500th" in the 4th sentence to "1,250th".

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

6. 380 Grants and Reimbursements. If required by applicable law, all City payments owed to the Owner pursuant to this Agreement will be annually budgeted, appropriated and segregated for their intended use. City payments or reimbursements will be made from Capital Recovery Fees received from the Property and from other lawfully available funds. The 380 grant payable by the City to the Owner as more fully set forth in this Agreement are not secured by a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City but is payable only from funds of the City authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380. Any costs reimbursed by the City to the Owner under this section is not subject to reimbursement under the PID Act.

7. Recitals. The recitals contained in this Amendment: (a) are true and correct as of the Effective Date of this Amendment; (b) form the basis upon which the Parties negotiated and entered into this Amendment; (c) reflect the final intent of the Parties with regard to the subject matter of this Amendment; and (d) constitute a legislative finding by the City Council. In the event it becomes necessary to interpret any provision of this Amendment, 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 Amendment and, but for the intent of the Parties reflected by the recitals, would not have entered into this Amendment.

8. Public Education Support. Owner requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Owner will cause the homeowner's association that Owner intends to create over all or some of the Property (which will initially be controlled by Owner) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as **Exhibit "E"**, at the first/organization meeting of said association. In addition, when Owner creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit "E"**.

9. Internet and Gas Lines. Owner has contracted with Atmos Energy and AT&T Services, Inc. to install, respectively, natural gas and high-speed internet infrastructure (among other things) to serve all residential lots within the Development as the Development is developed. The foregoing infrastructure will be installed within public rights-of-way or public easements. The high-speed internet infrastructure will consist of either fiber or a future technology approved by the City. The high-speed internet infrastructure/fiber and natural gas lines will be adequately sized to serve the intended use of the lot. Once installed, the Owner will have no obligation to own, maintain or upgrade such high-speed internet infrastructure or natural gas lines.

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

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

To the City:	Attn: Jason Laumer, City Manager City of Celina 302 W. Walnut St. Celina, Texas 75009 E-mail: jlaumer@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Lance Vanzant Hayes, Berry, White & Vanzant, LLP 512 W. Hickory St., Ste. 100 Denton, TX 75206 E-mail: lvanzant@hbwvlaw.com TEL: (940) 387-3518
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald, P.L.L.C. 6371 Preston Rd., Ste. 200 Frisco, Texas 75034 E-mail: julie@txmunicipallaw.com TEL: (972) 668-6400
To the Owner:	Attn: Mr. James J. Melino The Parks at Wilson Creek, L.P. c/o The Cambridge Companies, Inc. 8750 N. Central Expressway, Suite 1735 Dallas, Texas 75231 E-mail: jmelino@cambridgecos.com TEL: (214) 691-2556
With a copy to:	Attn: Ms. Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, Texas 75218 E-mail: misty.ventura@svlandlaw.com TEL: (214)328-1101

11. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Amendment. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Amendment. In the event of any dispute over the meaning or application of any provision of this Amendment, 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.

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

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

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

14. Exhibits. The following Exhibits are attached to this Amendment and are part of this Amendment:

Exhibit "A"	Property
Exhibit "B"	Roadway and Utility Line Improvement Illustration
Exhibit "C"	Illustration of the Structure of the Reimbursement
Exhibit "D"	Matusek Tract
Exhibit "E"	Education Support Agreement with HOA CCRs

Exhibits "B" and **"C"** are replacement exhibits for **Exhibits "A"** and **"B"** attached to the First Amendment.

[the remainder of this page intentionally left blank - signature pages and exhibits to follow]

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Tarrant, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On _____, 2021, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of TEXAS

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

THE PARKS AT WILSON CREEK, L.P,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2021, by James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as the Manager of The Parks at Wilson Creek GP, LLC, a Texas limited liability company, on behalf thereof as the General Partner of The Parks at Wilson Creek, L.P., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of TEXAS

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

Exhibit "A"

Property Description

Being a portion of that certain 160 acre lot tract or parcel of land situated in the Mary Howell Survey, Abstract No. 395, and being located in Collin County, Texas, and being a portion of that certain tract of land to Moses Hubbard, by Warranty Deed Recorded in Volume 5, Page 273, Deed Records, Collin County, Texas, and being a portion of that certain 210.066 acre and 399.849 acre lot tract or parcel of land situated in the Charles P. Rice 320 acre Survey, Abstract No. 771, J.B. Wilmeth 78 acre and 320 acre Surveys, Abstracts No. 985 & 983, the Levin Routh 640 acre Survey, Abstract No. 779, and the Samuel Queen Survey, Abstract No. 731, and being located in Collin County, Texas, and being all of that certain tract of land to The Parks at Wilson Creek, L.P., by deeds recorded under Instrument Number 20130830001229360 and Instrument Number 20130830001229380, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a MAG Nail found in asphalt for the southwest corner of said Hubbard tract, same being the approximate center of an east/west asphalt road commonly known as County Road 92 (an undedicated prescriptive public right-of-way at this point), same being a northwest corner of said Wilson Creek tract, same being on the east line of that certain tract of land conveyed to The City of Celina, by deed recorded under Instrument Number 20130830001229430, Official Public Records, Collin County, Texas;

THENCE North 89 deg. 49 min. 15 sec. East, along the common line of said Hubbard tract and said Wilson Creek tract, and the approximate center of said County Road 92, a distance of 28.38 feet to a point for an internal corner of the herein described tract;

THENCE North 20 deg. 03 min. 37 sec. East, through the interior of said Hubbard tract, a distance of 2819.44 feet to a 1/2 inch iron rod set for a northwest corner of herein described tract, same being in the north line of said Hubbard tract, same being in the South line of that certain tract of land conveyed to Jerry Bob Willard and Wife, Jane Willard, by deed recorded in Volume 1337, Page 248, aforesaid Deed Records;

THENCE North 89 deg. 18 min. 42 sec. East, along the common line of said Hubbard tract and said Willard tract, a distance of 1681.28 feet to a Bois D' arc fence post found for a northeast corner of the herein described tract, same being the northeast corner of said Hubbard tract, same being the Southeast corner of said Willard tract, same being in the West line of that certain tract of land conveyed to Charles F. Mullaney, no deed recording information found;

THENCE along the common line of said Hubbard tract and said Mullaney tract as follows:

South 03 deg. 42 min. 25 sec. West, a distance of 242.79 feet to a point for angle point;

South 02 deg. 46 min. 12 sec. West, a distance of 170.00 feet to a Bois D'arc fence post found for angle point;

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

South 00 deg. 54 min. 56 sec. West, a distance of 436.90 feet to a 30" Bois D'arc tree found for angle point;

South 00 deg. 31 min. 29 sec. West, a distance of 789.02 feet to a fence post found for angle point;

South 00 deg. 24 min. 03 sec. West, a distance of 1022.54 feet to a mag nail found in asphalt for an angle point of the herein described tract, same being the southeast corner of said Hubbard tract, same being the Southwest corner of said Mullaney tract, same being in the approximate center of aforesaid County Road 92, same being in the North line of aforesaid Wilson Creek tract;

THENCE North 89 deg. 48 min. 33 sec. East, along the common line of said Wilson Creek tract, and said Mullany tract, and the approximate center of said County Road 92, a distance of 891.03 feet to a MAG Nail found for a northeast corner of the herein described tract, same being a northeast corner of said Wilson Creek tract, same being the projection of the west fence line of that certain tract of land to Corinth Church (Cemetery) (no recording information found);

THENCE South 00 deg. 31 min. 00 sec. West, departing said County Road 92, and along said west fence line, a distance of 216.87 feet to a fence post found for an internal corner of the herein described tract, same being an internal corner of said Wilson Creek tract, same being the southwest corner of said Corinth Church (Cemetery) tract;

THENCE North 89 deg. 55 min. 37 sec. East, along the south fence line of said Corinth Church (Cemetery) tract, a distance of 94.21 feet to a 1/2 inch iron rod found for a northeast corner of the herein described tract, same being a northeast corner of said Wilson Creek tract, same being the most westerly northwest corner of that certain called 52.94 acre tract of land to Trustee of the Bilinda Cox Matusek Special Trust, dated June 20, 2012, as recorded in Instrument No. 20120724000891520, Official Public Records, Collin County, Texas, and recorded in Volume 1102, Page 767, said Deed Records;

THENCE South 00 deg. 06 min. 22 sec. West, along the common line of said Wilson Creek tract, and said Bilinda Cox Matusek tract, a distance of 3,197.93 feet to a 1/2 inch iron rod found for the southeast corner of the herein described tract, same being the southeast corner of said Wilson Creek tract, same being the southwest corner of said Bilinda Cox Matusek Special Trust tract, same being in the north line of that certain tract of land to Belknap FP, Ltd., by deed recorded in Volume 4288, Page 156, and Volume 4288, Page 162, aforesaid Deed Records;

THENCE West, along the common line of said Wilson Creek tract, and said Belknap FP tract, a distance of 3,213.06 feet to a 3/8 inch iron rod found for an angle point for the herein described tract, same being an angle point in the south line of said Wilson Creek tract;

THENCE North 89 deg. 29 min. 42 sec. West, continuing along the common line of said Wilson Creek tract and said Belknap FP tract, a distance of 2,140.47 feet to an old fence corner post found for the southwest corner of the herein described tract, same being the southwest corner of said Wilson Creek tract, same being the southeast corner of that certain tract of land to

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

Celina/Coit Road, LLC, as recorded in Instrument No. 20080206000145430, aforesaid Official Public Records;

THENCE along the common line of said Wilson Creek tract, and said Celina/Coit Road tract as follows:

North 00 deg. 06 min. 46 sec. West, a distance of 1,649.88 feet to a 1/2 inch iron rod found for an angle point;

North 54 deg. 49 min. 00 sec. East, a distance of 297.00 feet to a 1/2 inch iron rod found for an angle point;

North 00 deg. 55 min. 00 sec. East, a distance of 91.10 feet to a 1/2 inch iron rod found for an angle point, said corner being a northeast corner of said Celina/Coit Road tract;

South 89 deg. 54 min. 18 sec. East, a distance of 166.57 feet to a 1/2 inch iron rod found for an angle point, said point being in a north/south wire fence;

North 08 deg. 01 min. 31 sec. East, passing the southeast corner of that certain tract of land to A.J. McKnight, by deed recorded in Volume 5554, Page 1022, aforesaid Deed Records, and continuing along the common line of said Wilson Creek tract, and said McKnight tract (V5554,Pg1002), a total distance of 1,483.98 feet to a MAG Nail found in asphalt for a northwest corner of the herein described tract, same being a northwest corner of said Wilson Creek tract, same being in a northerly bend in aforesaid County Road 92;

THENCE along the common line of said Wilson Creek tract, and said McKnight tract (V5554,Pg1002) as follows:

North 08 deg. 24 min. 00 sec. East, a distance of 21.99 feet to a 1/2 inch iron rod found for an internal corner of the herein described tract, same being an internal corner of said Wilson Creek tract and a northeast corner of said McKnight tract (V5554,Pg1002);

North 89 deg. 17 min. 59 sec. West, a distance of 106.69 feet to a 1/2 inch iron rod found for a southwest corner of the herein described tract, same being a southwest corner of said Wilson Creek tract, same being an internal corner of said McKnight tract (V5554,Pg1002);

North 06 deg. 24 min. 00 sec. West, a distance of 258.73 feet to a Mag Nail found in the approximate center of said County Road 92 (a northwesterly turn of said County Road 92), same being an angle point for the herein described tract, same being an angle point of said Wilson Creek tract, said angle point being the south corner of that certain called 0.690 acre tract of land to Mrs. Guy R. Bunch, aka Vera M. Bunch, by deed recorded in Volume 840, Page 685, aforesaid Deed Records;

THENCE along the common line of said Wilson Creek tract, and said Bunch tract as follows:

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

North 06 deg. 23 min. 59 sec. West, departing said County Road 92, a distance of 321.67 feet to a 1/2 inch iron rod found;

North 79 deg. 59 min. 40 sec. West, a distance of 111.10 feet to a 1/2 inch iron rod found;

North 02 deg. 12 min. 00 sec. East, a distance of 33.30 feet to a 1/2 inch iron rod found for an internal angle of the herein described tract, same being and internal angle of said Wilson Creek tract same being the northeast corner of said Bunch tract, same being at a westerly turn in said County Road 92;

West, passing at a distance of 1,231.08 feet a MAG Nail found in the approximate center of said County Road 92, same being the west corner of said Bunch tract, same being an angle point in the north line of aforesaid McKnight tract (V5554,Pg1002), and continuing along the common line of said Wilson Creek tract, and said McKnight tract (V5554,Pg1002), and along the approximate center of said County Road 92, a total distance of 1808.17 feet to a MAG Nail found for the most westerly southwest corner of the herein described tract, same being the southwest corner of said Wilson Creek tract, same being the intersection of the approximate center of said County Road 92 (an undedicated prescriptive public right-of-way at this point) with the approximate center of a north/south asphalt road commonly known as County Road 90 (an undedicated prescriptive public right-of-way), same being the northwest corner of said McKnight tract (V5554,Pg1002), same being in the east line of that certain called 61.8810 acre tract of land to A.J. McKnight and Opal A. McKnight (recording information unknown);

THENCE along the approximate center of said County Road 90 as follows:

North 00 deg. 20 min. 27 sec. East, along the west line of said Wilson Creek tract, and along the east line of said McKnight tract (called 61.8810 acres), passing the northeast corner of said McKnight tract (called 61.8810 acres), and continuing a total distance of 1,042.95 feet to a MAG Nail found for the beginning of a curve to the right, having a radius of 820.10 feet, and a delta angle of 18 deg. 41 min. 21 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 267.50 feet, and a chord bearing and distance of North 08 deg. 48 min. 32 sec. East, 266.32 feet to a MAG Nail found at the approximate intersection of said County Road 90 with the approximate centerline of an east/west asphalt road commonly known as County Road 91, said corner being the southeast end of a 45' right-of-way dedication from the centerline of said County Road 90 to the West, by Copperfield Settlement, as recorded in Cabinet N, Page 737, aforesaid Deed Records, said corner being the beginning of a curve to the left having a radius of 1090.03 feet, and a delta angle of 15 deg. 28 min. 07 sec.;

In a northeasterly direction, and along said curve to the left, an arc distance of 294.28 feet, and a chord bearing and distance of North 06 deg. 01 min. 16 sec. East, 293.39 feet to a MAG Nail found;

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

North 02 deg. 37 min. 59 sec. East, a distance of 867.17 feet to a MAG Nail found for the beginning of a curve to the right having a radius of 971.20 feet, and a delta angle of 10 deg. 24 min. 10 sec.;

In a northeasterly direction, and along said curve to the right, an arc distance of 176.34 feet, and a chord bearing and distance of North 08 deg. 15 min. 43 sec. East, 176.09 feet to a MAG Nail found for the northwest corner of the herein described tract, the most northerly northwest corner of said Wilson Creek tract, same being in the south line of that certain tract of land to Willard Properties, LP, by Instrument No. 20070320000376380, Official Public Records, Collin County, Texas;

THENCE South 89 deg. 33 min. 16 sec. East, along the common line of said Wilson Creek tract, and said Willard Properties tract, a distance of 2,530.20 feet to a 1/2 inch iron rod found for the most northerly northeast corner of the herein described tract, same being the most northerly northeast corner of said Wilson Creek tract, same being the northwest corner of aforesaid City of Celina tract;

THENCE along the common line of said Wilson Creek tract, and City of Celina tract as follows:

South 16 deg. 19 min. 27 sec. West, 215.25 feet to a 1/2 inch iron rod found;

South 22 deg. 07 min. 10 sec. West, 515.30 feet to a 1/2 inch iron rod found;

South 11 deg. 47 min. 13 sec. West, 616.95 feet to a 1/2 inch iron rod found;

South 25 deg. 58 min. 10 sec. West, 502.16 feet to a 1/2 inch iron rod found;

South 10 deg. 04 min. 38 sec. East, 566.59 feet to a 1/2 inch iron rod found;

South 13 deg. 57 min. 18 sec. West, 482.67 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the left having a radius of 2250.00 feet, and a delta angle of 34 deg. 30 min. 39 sec.;

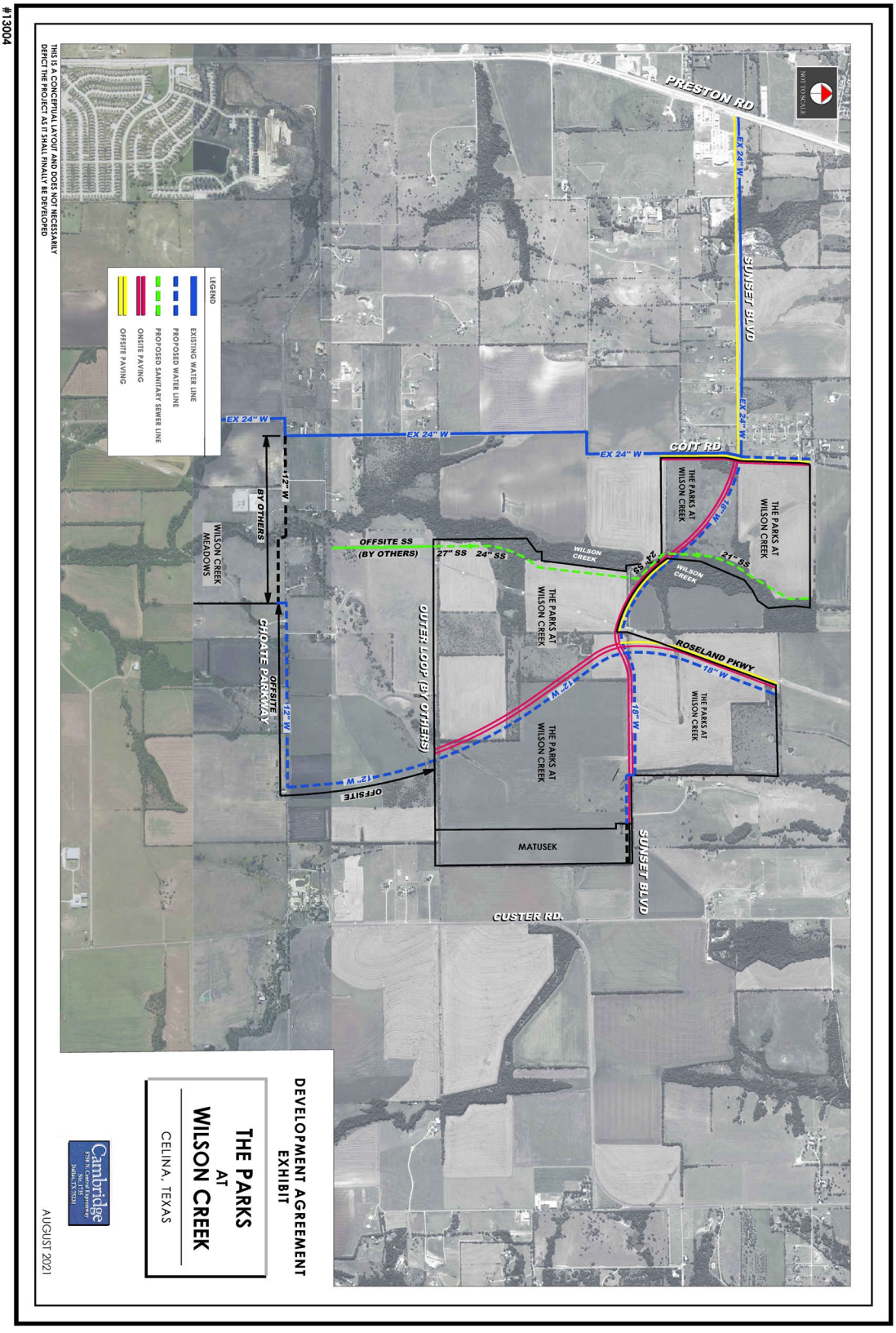
In a southeasterly direction, and along said non-tangent curve to the left, an arc distance of 1355.24 feet, with a chord bearing and distance of South 60 deg. 14 min. 31 sec. East, 1334.85 feet to a 1/2 inch iron rod found for an angle point for the herein described tract, same being the south corner of said Wilson Creek tract, same being an angle point of said City of Celina Tract;

THENCE North 00 deg. 09 min. 01 sec. East, a distance of 160.54 feet to the POINT OF BEGINNING and containing 669.95 acres of computed land, more or less.

Save and Except property conveyed to Collin County, Texas by Special Warranty Deed recorded November 18, 2019, in the Official Public Records of Collin County, Texas, as Instrument Number 20191118001467990 being an approximate 17.14-acre parcel of land.

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

Exhibit "B"
Roadway and Utility Line Improvement Illustration



Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

Exhibit "C"
Illustration of the Structure of the Reimbursement

The Parks at Wilson Creek, L.P.
Construction Cost Funding Illustration - City Share
FOR ILLUSTRATION PURPOSES ONLY

Oversize Sewer and Offsite Water Lines (City Share)			
	Construction Cost	$1,340,970	Offsite Water: $755,393.77, Belknap Water Easement
	Soft Cost (20%)	$268,194	Acquisition Cost: $109,090, Oversized SS: $476,486.20
		$1,609,164	
	Plus Interest Carry	$241,375	
Total Oversize Sewer and Offsite Water		$1,850,539	$308,423 annual (6 yr. ammo)
Sunset - Current Portion (City Share)			
	Preston to Coit Section		
	Construction Cost	$2,951,777	(excludes easement/right of way acquisition costs)
	Soft Cost (15%)	$442,767	(City currently paying its share of engineering)
		$3,394,543	
	Coit to Roseland Section		
	Construction Cost	$1,993,032	
	Soft Cost (20%)	$398,606	
		$2,391,638	
Total City Share (Current Portion of Sunset)		$5,786,181	
Less Sunset Boulevard Construction Funds		($1,400,000)	
Net Total City Share (Current Portion of Sunset)		$4,386,181	
	Plus Interest Carry	$657,927	
		$5,044,108	$840,685 annual (6 yr. ammo)
Additional Concrete of 1" Thickness to Meet Current Engineering Standards			
	Sunset Construction Cost Adder	$221,580	
	Roseland Construction Cost Adder	$91,800	
	Coit Construction Cost Adder	$35,775	
	Soft Cost (20%)	$69,831	
	Total Additional 1" Thick Concrete	$418,986	
	Plus Interest Carry	$62,848	
		$481,834	$80,306 annual (6 yr. ammo)

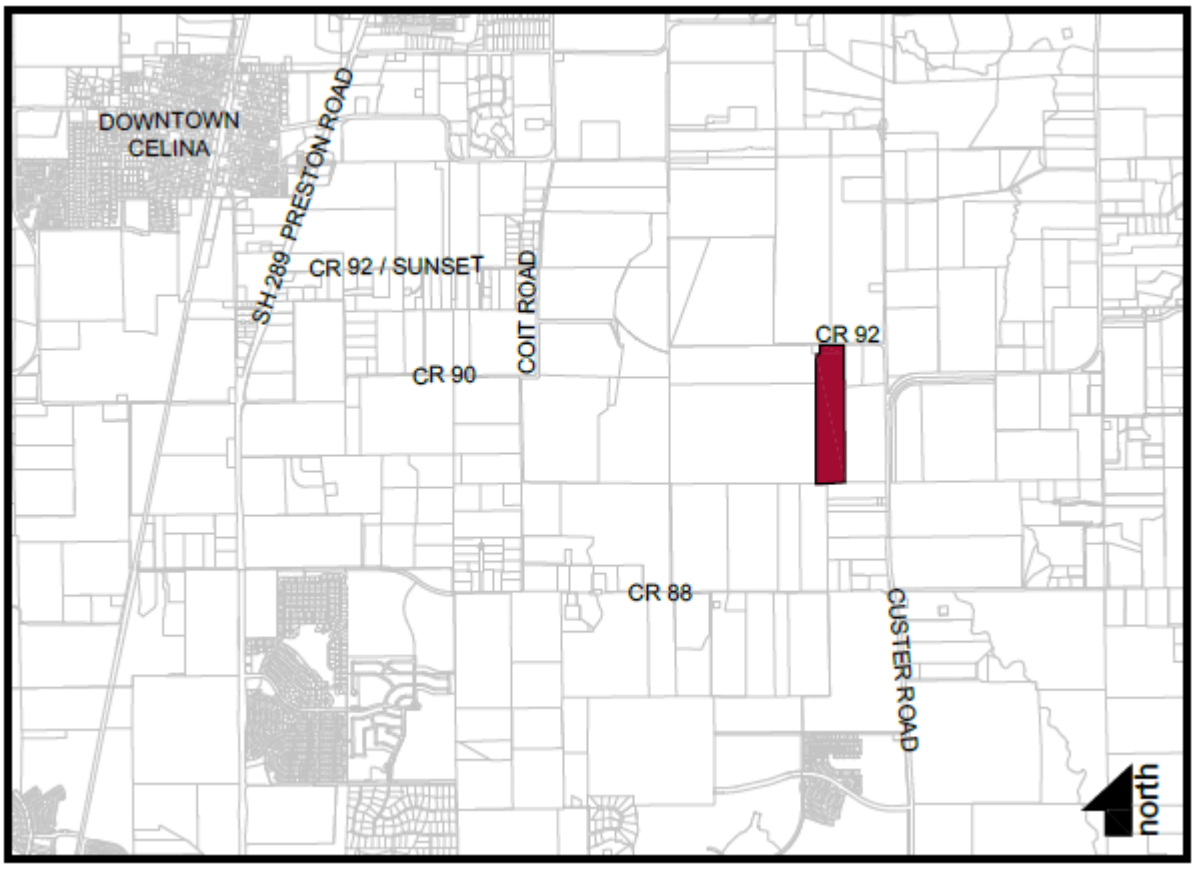
	Phase 1 Only	Phases 2-8	
Capital Recovery Fees:	$5,500	$6,000	Phases 2-8
Assumed Building Permits per year:	200	200	
Available to pay	$1,100,000	$1,200,000	

Oversize Sewer	1" Concrete Add-on	Sunset Current	Agg. Min. Annual Pymt.	Pym't From Capital Fees	Cumulative Pym't (Credit) From (to) City	Required Add. Pym't From City (Other)	Outstanding Balance	
							$1,850,539	
$308,423	$0	$0	$308,423	$1,100,000	($791,577)	$0	$750,539	year 1
$308,423	$0	$0	$308,423	$1,121,000	($1,604,154)	$0	($370,461)	year 2
$308,423	$80,306	$840,685	$1,229,413	$1,200,000	($1,574,740)	$0	$3,955,481	year 3*
$308,423	$80,306	$840,685	$1,229,413	$1,200,000	($1,545,327)	$0	$2,755,481	year 4
$308,423	$80,306	$840,685	$1,229,413	$1,200,000	($1,515,913)	$0	$1,555,481	year 5
$308,423	$80,306	$840,685	$1,229,413	$1,200,000	($1,486,500)	$0	$355,481	year 6
$0	$80,306	$840,685	$920,990	$1,200,000	($1,765,510)	$0	($844,519)	year 7
$0	$80,306	$840,685	$920,990	$1,200,000	($2,044,519)	$0	($2,044,519)	year 8
$0	$0	$0	$0	$1,200,000	($3,244,519)	$0	($3,244,519)	year 9
$0	$0	$0	$0	$1,200,000	($4,444,519)	$0	($4,444,519)	year 10
$0	$0	$0	$0	$984,000	($5,428,519)	$0	($5,428,519)	year 11
$0	$0	$0	$0	$0	($5,428,519)	$0	($5,428,519)	year 12

*added Current Sunset and 1" Concrete Reimbursement

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

Exhibit "D"
Matusek Tract – 50.9806 Acres



BEING a tract of land situated in the J.B.Wilmeth Survey, Abstract Number 985 and the J.B. Wilmeth Survey Abstract Number 983, Collin County, Texas, said tract being a portion of that tract of land conveyed to the Bilinda Cox Matusek Trust, according to the document filed of record in Document Number 20120724000891520, Official Public Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the most southerly northwest corner of said Matusek tract;

THENCE North 89°35'50" East, a distance of 120.23 feet to a point for corner;

THENCE North 0°13'10" West, a distance of 218.35 feet to a point for the most northerly northwest corner;

THENCE North 89°17'50" East, a distance of 561.60 feet to a point for the northeast corner;

THENCE South 0°24'55" East, a distance of 3304.66 to a point for the southeast corner, at the beginning of a non-tangent curve to the right having a central angle of 2°44'01", a radius of 14335.50 feet, a chord bearing and distance of North 87°52'25" West, 683.90 feet;

THENCE in a northwesterly direction, with said curve to the right, an arc distance of 683.97 feet to a point for the southwest corner;

THENCE North 0°24'10" West, a distance of 3053.19 feet to the **POINT OF BEGINNING** and containing 50.9806 acres or 2,220,714 square feet of land, more or less.

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

Exhibit "E"

EDUCATION FUND AGREEMENT
The Parks at Wilson Creek

This EDUCATION FUND AGREEMENT (this "Agreement") is made between The Parks at Wilson Creek Owners Association, Inc. (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in Collin County, Texas, known as "The Parks at Wilson Creek" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

arising from the sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

NOW THEREFORE, for and in consideration of the mutual promises of the Parties as set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I.

EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit "A"**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment. Notwithstanding the foregoing, as to the first phase of residential lots within the Community, the Contribution shall not apply to any of the sales of Homes by a homebuilder to a homeowner.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

ARTICLE II.

ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the date actually received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

HOA:

_____

_____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____

_____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

EXHIBIT "A"

SAMPLE CCC

ARTICLE XX

DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means The Parks at Wilson Creek Owners Association, Inc. created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to the master planned community known as "The Parks at Wilson Creek".

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Home within the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Home**" refers to a completed residence on a Lot for which a certificate of occupancy has been issued by appropriate governmental authorities and includes the Lot on which it is built.

"**Lot**" means any portion of the Community which is shown as a subdivided residential lot on a recorded plat, excluding any common area lot(s) intended to be owned and maintained by the Association.

"**Majority**" means more than half.

"**Owner**" means the fee simple owner of a Home.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of the ownership of a Home, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Home; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Homes; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Homes; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

"**Transferred Price**" means either: (a) on a transfer of fee simple title, the price paid by the Transferee for the Home; or (b) on any other Transfer, the value of the Home, as determined by the Central Appraisal District of the county in which the Home is located in their most recent valuation, excluding any reductions or exemptions, of such Home for ad valorem tax purposes.

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX

COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Home within the Community by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the property encumbered by the Master Covenant.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Home within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transferred Price multiplied by .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Home), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Home for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Home; (ii) sets forth the Transferred Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any Owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee. The Community Enhancement Fee Report shall be used solely for the purposes of this paragraph, and for no other purpose, and is confidential to, and shall not be disclosed to parties other than, the Association and Celina Association of Renaissance Excellence, a 501(c)(3) nonprofit corporation registered in the State of Texas.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each Owner, by accepting an interest in or title to a Home, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Home and is secured by a continuing lien on the Home in the same manner as an assessment lien arising under the Master Covenant. Each Owner, and each prospective Owner, is placed on notice that the Owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the Owner purchased a Home. An express lien on each Home is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Home, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Home in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded subordinate deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Home regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Home unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Home for an unpaid Community Enhancement Fee that became due before the sale but does not extinguish the

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

Association's claim against the former Owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing Owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Home, each Owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, district or other political subdivision of the State of Texas.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or its respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any Owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any Owner who is in the business of constructing residences for resale to third parties and intends to construct a residence for resale to a third party.

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

vi. Transfer from Homebuilder. Any Transfer from a Homebuilder to a homeowner/end user.

vii. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

viii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust, decree of distribution or transfer on death deed.

ix. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

x. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

xi. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xii. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.

xiii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiv. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Home wherein the interim owner acquires such Home for the sole purpose of immediately re-conveying such Home to the ultimate owner and such interim owner receives no right to use or enjoyment of such Home, provided the Board specifically approves such exemption in each particular case.

Attachment: Revised Development Agreement (Parks at Wilson Creek - DA Amendment)

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: September 14, 2021
Re: Green Meadows - DA Amendment

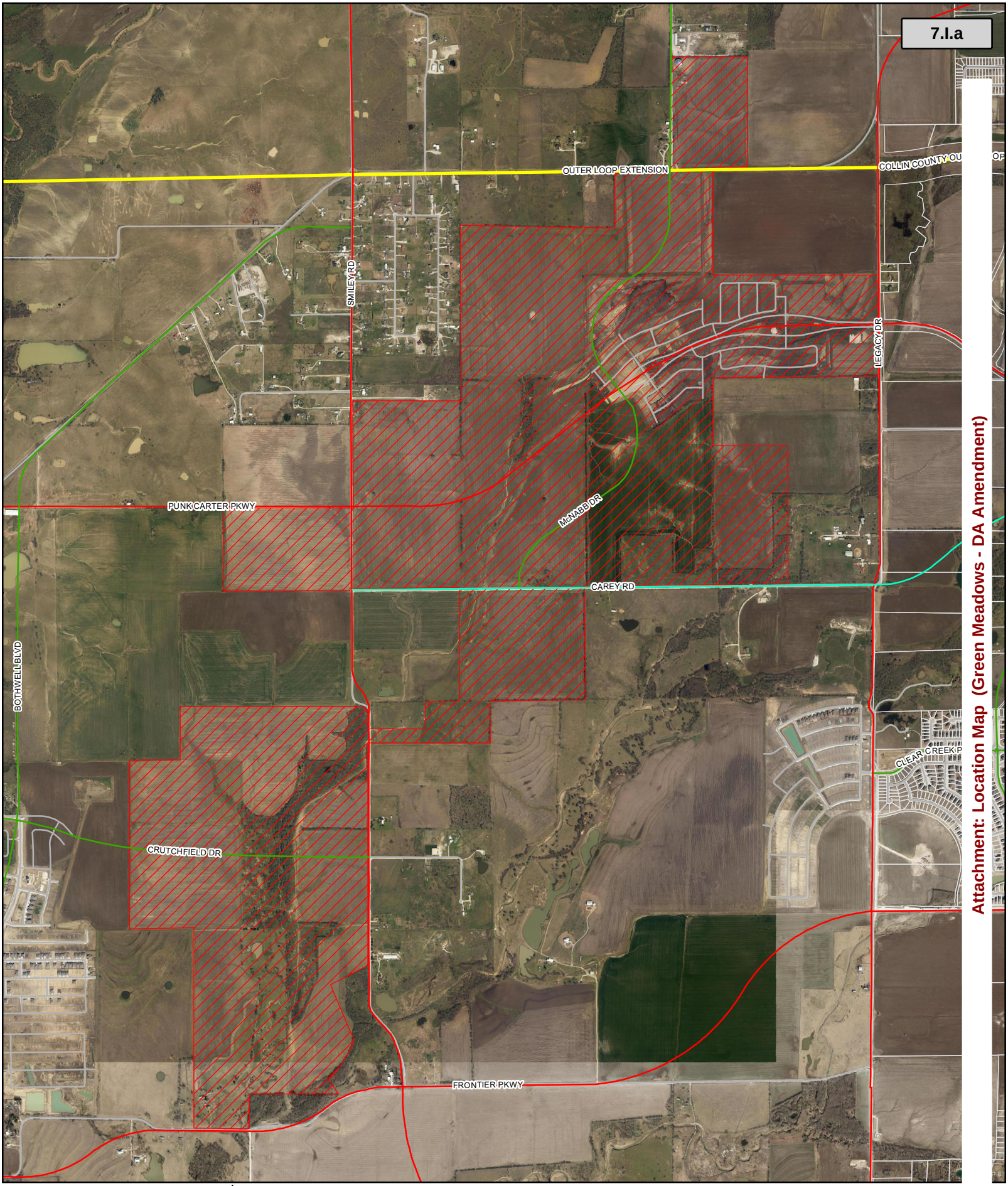
Action Requested:
Consider and act upon a request for an amendment to the Green Meadows Development Agreement; generally located west of Legacy Drive and north of Parvin Road. (Green Meadows - DA Amendment) (Mohan)

Owner:
Scott Norris
Smiley Road, Ltd.
4265 Kellway Circle
Addison, Texas 75001

Background:
The original Green Meadows Development Agreement was approved in 2008. This amendment is related to clarify and amend portions of the original agreement in relation to trails, parks, school sites, fire and police stations, fees, development regulations, engineering, and other items related to Phase 2 of the development. Please refer to the attachments for further information.

Supporting Documents:
- Location Map
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval.



Attachment: Location Map (Green Meadows - DA Amendment)

CELINA TEXAS EST. 1876
Life Connected.

Location Map
Green Meadows

Date:09/08/2021

Legend

- Roads
- GreenMeadows
- Parcels

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FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

This Fourth Amendment to Development Agreement (the "Fourth Amendment") is by and among the CITY OF CELINA, TEXAS, a home rule city located in Collin and Denton County, Texas (the "City"), SMILEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, a conservation and reclamation district ("Original District" or "District No. 1"), SMILEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2 ("District No. 2"), SMILEY ROAD, LTD., a Texas limited partnership ("Smiley"), and GREEN MEADOWS COMMUNITIES INC., a Texas corporation ("Green Meadows") and is made and entered into effective as of the date signed by the Mayor of the City (the "Effective Date"). The foregoing parties are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City, Original District and Smiley entered into that certain Development Agreement concerning land previously owned solely by Smiley (the "Property", as described in Exhibit A hereto) and now owned by Smiley and Green Meadows (together "Owner") in the City's extraterritorial jurisdiction with an effective date of August 11, 2008, as subsequently amended ("2008 Development Agreement"); and

WHEREAS, the Original District has been bifurcated into District No. 1 and District No. 2 (individually referred to as "District" and collectively as "Districts"); and

WHEREAS, the 2008 Development Agreement was amended by the First Amendment with an effective date of September 13, 2010, the Second Amendment with an effective date of June 30, 2019, and the Third Amendment with an effective date of November 10, 2020; and

WHEREAS, the City and the Districts entered into agreements on November 10, 2020 related to building permits, inspections, and fire protection services; and

WHEREAS, the Parties agree that the Property shall be developed in accordance with the Land Plan attached as Exhibit B.

WHEREAS, the Parties desire to clarify and amend sections of the 2008 Development Agreement regarding trails, parks, school sites, fire and police stations, fees, development regulations, engineering and more starting with Phase 2 of the Development.

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties contract and agree to amend the 2008 Development Agreement as follows:

1. Section 2.1(c) is amended to update the definition of "Master Thoroughfare Plan" to mean the current Master Thoroughfare Plan of the City adopted by Ordinance No. _____.

2. Amend Section 2.2 to read in its entirety as follows:

2.2 Development Fees and Charges. Development of the Property shall be subject to the payment of the following fees and charges (collectively, the "Development Fees"):

Attachment: Development Agreement (Green Meadows - DA Amendment)

(a) building permit fees as provided by Section 2.3 of this Agreement; (b) park dedication fees as provided by Section 2.6 of this Agreement; (c) Plan Review Fees as provided by Section 4.7 of this Agreement; (d) the costs to design and construct the Water Facilities and Sewer Facilities; (e) the costs to design and construct the water distribution lines and appurtenances and sanitary sewer collection lines and appurtenances as necessary to serve individual lots or connections within the Property; (f) the City's standard plat application fees (as adopted by the City's Master Fee Schedule, as amended); (g) the City's standard professional fees for plat review (as adopted by the City's Professional Review Fee Ordinance, as amended); (h) Roadway Capital Fees as set forth in 2.5; and (i) fire capital fees in an amount not to exceed $2,000 per residential dwelling unit, with an additional $500 every five (5) years that this Agreement is in effect. In the event of any conflict or inconsistency between the Development Fees and any development fees or charges otherwise referenced in the Applicable Regulations, the Development Fees shall control. No development fees, impact fees, front foot fees, pro-rata charges, capital recovery charges, or charges of any kind shall apply to the development of the Property other than the Development Fees. The Development Fees are charged pursuant to the authority of the Texas Local Government Code Section 212.172(b) and are not Texas Local Government Code Chapter 395 impact fees.

3. Amend Section 2.5 to read in its entirety as follows:

2.5 Roads and Right-of-Way. The dedications required herein shall be transferred at the time of final platting, or if construction is to start prior to recording a final plat of any portion of said rights-of-ways, then by separate instrument within ten (10) days of being requested by the City.

(a) Owner shall transfer (with a reservation of all outstanding mineral interests) to the District (or otherwise as may be necessary to facilitate private maintenance), at no cost to the City or Denton County, all right-of-way within the Property that is necessary for the construction or maintenance of thoroughfare roads within the Property, including but not limited to right-of-way needed for the construction or maintenance of entry and exit roads to the Property.

(b) Owner shall dedicate right-of-way to the City for future Collin County Outer Loop in the general location and in the width reflected in Exhibit C hereto.

(c) Owner shall dedicate right-of-way to the District, being the total full-width needed if onsite and one-half of the full width needed if a perimeter road, within such phase and construct the number of lanes indicated on Exhibit C hereto for the following thoroughfares and roadways:

(i) Punk Carter Parkway;

(ii) Legacy Dr.;

(iii) Smiley Road;

(iv) any others reflected on the City's Thoroughfare Plan.

Attachment: Development Agreement (Green Meadows - DA Amendment)

(d) Owner shall construct roundabouts at the intersections reflected on Exhibit C.

(e) Owner and/or the District shall provide the following to the City:

(i) Legacy Drive: Provide final engineering plans to extend street from Punk Carter North to F.M. 428 (Outer Loop) within eighteen (18) months after the effective date of this Fourth Amendment.

(ii) Smiley Road: Obtain the necessary right-of-way and construct a minimum of two (2) lanes from the terminal at Carey Road approximately 1,800 feet south in conjunction with the development of phases located south of Carey Road.

(iii) Parvin Road: Dedicate at no cost the necessary right-of-way upon request of the appropriate governmental entity.

(iv) Future Northern Collector (as identified on Thoroughfare Plan Exhibit): Obtain right-of-way and construct a minimum of two (2) lanes from northern boundary of the Property to F.M. 428 in conjunction with the construction of first phase located west of McNabb Road and Punk Carter Parkway.

(v) McNabb Road shall have a 20 foot landscape buffer on the East side and a minimum of fifty (50) foot buffer on the West side.

(f) Starting with the 876th building permit for a single-family unit, a Roadway Capital Fee in the amount of $450 per single family unit shall be paid at the time of building permit issuance. At the time a multi-family building permit is issued, a Roadway Capital Fee in the amount of $150 per multi-family unit in the apartment project shall be paid to the City.

4. Amend Section 2.6 to read in its entirety as follows:

2.6 Park Dedication Fees. Development of the Property shall require the payment of park fees (the "Park Fees") in the amount of $500.00 per single-family lot for the first eight hundred seventy-five (875) lots and $1,000.00 per single-family lot for each single-family lot after the first eight hundred seventy-five (875) lots. The Park Fee for each lot shall be payable at the time a building permit is issued for the home or other structure to be built on the lot. Except to the extent of the Required Park Dedication, no Required Park Dedication shall ever be required to be made by Owner and the Property shall not be subject to any current or any future ordinances requiring any park dedication or payments or contributions in lieu thereof in addition to that set forth in this Section 2.6.

5. Amend Section 2.7 to read in its entirety as follows:

2.7 Dedications for Public Parks, Open Space, and Trail Construction.

(a) Owner shall reserve, improve and maintain parks and open space as shown on the Parks and Open Space print. The parks and open space will be developed in phases in accordance with Exhibit D when the adjacent phase of development is final platted. Open space areas shall be

Attachment: Development Agreement (Green Meadows - DA Amendment)

maintained by a homeowners' association or the District, but shall be open to the public (excluding amenity centers, which shall be private). Open space shall be in conformance with the City's Neighborhood Vision Book. The Developer agrees to reserve, improve and maintain, at no cost to the City, the following, as generally depicted in Exhibit D, at mutually agreed upon locations:

(i) amenity center at the locations shown on the land plan;

(ii) park and open space land that makes efficient use of open space, flood plains, and non-floodplains for the entire base area; and

(iii) 10' wide concrete trails along the creek, floodplains or lakes, including trail heads, in conformance with the Neighborhood Vision Book containing the following amenity items within the linear park: fitness stations; a dog park; playgrounds; Frisbee golf or other similar uses and improvements approved by the Director of Development Services.

6. Amend Section 2.8 to read in its entirety as follows:

2.8 Site For Public Safety Facility. Owner agrees to dedicate to the City not less than seven (7) and not more than 8 ½ acres within the Property in two possible locations as conceptually set forth in the Land Plan the sole purpose of constructing, using, operating, maintaining, and repairing police, fire, and/or EMS facilities that will serve the Property and the remainder of the City. Owner agrees to dedicate three (3) emergency siren sites at the sites shown on the Land Plan. Owner also agrees to dedicate to the City non-exclusive easements reasonably necessary for access, power, utilities, and telecommunications to such site (including temporary construction easements as reasonably required). The exact location of the site shall be designated by Owner and must be approved in writing by the City, which approval shall not be unreasonably withheld or delayed. Owner prefers the proposed location nearest the proposed joint/school park site conceptually set forth in the Land Plan due to the unique opportunity to provide additional public safety in conjunction with our children, whether upon the school grounds or the playground. The dedication will occur at the earlier of such time as the land surrounding the site receives final plat approval or at such time as the City gives the Owner written notice that it is ready to proceed with the development of the site for police, fire, and/or EMS facilities and has funding for such use approved by the City Council and available. Such conveyance shall include a restriction which provides that the City may use such site solely for construction of police, fire, and/or EMS facilities.

7. Add Section 2.12 to read in its entirety as follows:

2.12 Building Codes, Fire Codes and Building Materials. *As consideration for certain capital recovery fees being reduced, Owner has consented to and requested, and the Parties agree, that* ***Exhibit E****, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other city ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may*

Attachment: Development Agreement (Green Meadows - DA Amendment)

be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the to the Property.

8. Add Section 2.13 to read in its entirety as follows:

2.13 Dedication for Schools. Two (2) 10-12 acre sites for elementary schools shall be reserved by the Owner. The site may be dedicated or sold to the school district by separate agreement between the school district and the Owner.

10. Add Section 2.14 to read in its entirety as follows:

2.14 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with the 2008 Development Agreement, the Parties agree that the Concept Plan, Development Standards, Land Plan and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. *The City shall provide a quarterly list to the Owner and the District identifying the number of building permits submitted within the District during the prior quarter..*

12. Annexation by District. The Parties agree that the District may annex up to 350 additional acres of land as shown on Exhibit F as such annexed property is contiguous to the District boundaries and is located within the extraterritorial jurisdiction of the City. Upon annexation, the definition of "Property" shall automatically include the newly annexed land. If requested by District, the City agrees to provide an ordinance or resolution evidencing its consent to the creation of and inclusion of lands within the District.

13. Limited Purpose Annexation of District by City. The District consents to limited purpose annexation by the City of any commercial or retail areas for purposes of the City collecting sales and use taxes. The City will remit 50% of the sales taxes that are collected to the District.

14. Conflicts. To the extent of any conflict between this Fourth Amendment and the 2008 Development Agreement, this Fourth Amendment shall control.

Attachment: Development Agreement (Green Meadows - DA Amendment)

15. Notices. All notices required or contemplated by the 2008 Development Agreement or this Fourth Amendment (or otherwise given in connection with the 2008 Development Agreement or this Fourth Amendment) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by email; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person or delivery by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the City:
Attn: Jason Laumer, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682

With a copy to:
Attn: Julie Fort
Messer, Fort & McDonald, P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400

To the Owner:
Attn: Scott Norris
Smiley Road, Ltd.
4265 Kellway Circle
Addison, Texas 75001
E-mail: snorris@tomlininvestments.com
TEL: (972) 239-0707

With a copy to:
Attn: Arthur J. Anderson
Winstead, P.C.
2728 N. Harwood Street, Ste. 500
Dallas, Texas 75201
E-mail: aanderson@winstead.com
TEL: (214) 745-5745

16. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Fourth Amendment. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Amendment. In the event of any dispute over the meaning or application of any provision of this Amendment, 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.

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

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

Attachment: Development Agreement (Green Meadows - DA Amendment)

19. Assignability. Article XI is hereby amended to add the following sentence: The City agrees that execution of the notice of assignment form attached hereto as Exhibit G shall constitute the City's consent to an assignment of the Agreement.

20. Exhibits. The following Exhibits are attached to this Amendment and are part of this Fourth Amendment:

Exhibit A	Property Legal Description
Exhibit B	Land Plan
Exhibit C	Thoroughfare Plan
Exhibit D	Parks and Open Space Plans
Exhibit E	Development Standards
Exhibit F	Expansion Map
Exhibit G	Assignment Form

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment to be effective as of the Effective Date. This Fourth Amendment shall be filed in the land records of the county.

[SIGNATURE PAGES IMMEDIATELY FOLLOW THIS PAGE]

Attachment: Development Agreement (Green Meadows - DA Amendment)

Accepted and executed as of the _____ day of _____, 2021.

CITY OF CELINA, TEXAS

By:_____

_____

STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____, _____ of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

Attachment: Development Agreement (Green Meadows - DA Amendment)

Accepted and executed as of the _____ day of _____, 2021.

SMILEY 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 _____, 2021, by _____, _____ of the Smiley Water Control and Improvement District, on behalf of said District.

_____
Notary Public in and for the State of Texas

Attachment: Development Agreement (Green Meadows - DA Amendment)

Accepted and executed as of the _____ day of _____, 2021.

SMILEY ROAD, LTD.,
a Texas limited partnership

By: Land Advisors, Ltd.,
a Texas limited liability company,
Its General Partner

By: Land Advisors Management, L.L.C.,
a Texas limited liability company,
Its General Partner

By:_____
Name: D. O. Tomlin, III
Title: President

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this _____ day of _____, 2021, by D. O. Tomlin, III, President of Land Advisors Management, L.L.C., a Texas limited liability company, the general partner of Land Advisors, Ltd., a Texas limited partnership, the general partner of SMILEY ROAD, LTD., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of Texas

Attachment: Development Agreement (Green Meadows - DA Amendment)

Accepted and executed as of the _____ day of _____, 2021.

GREEN MEADOWS COMMUNITIES INC.,
a Texas Corporation

By:_____
Name: D.O. Tomlin III
Title: President

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by D.O. Tomlin III, President of Green Meadows Communities, Inc., a Texas corporation.

_____
Notary Public in and for the State of Texas

Attachment: Development Agreement (Green Meadows - DA Amendment)

Accepted and executed as of the _____ day of _____, 2021.

SMILEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2

By:_____

_____

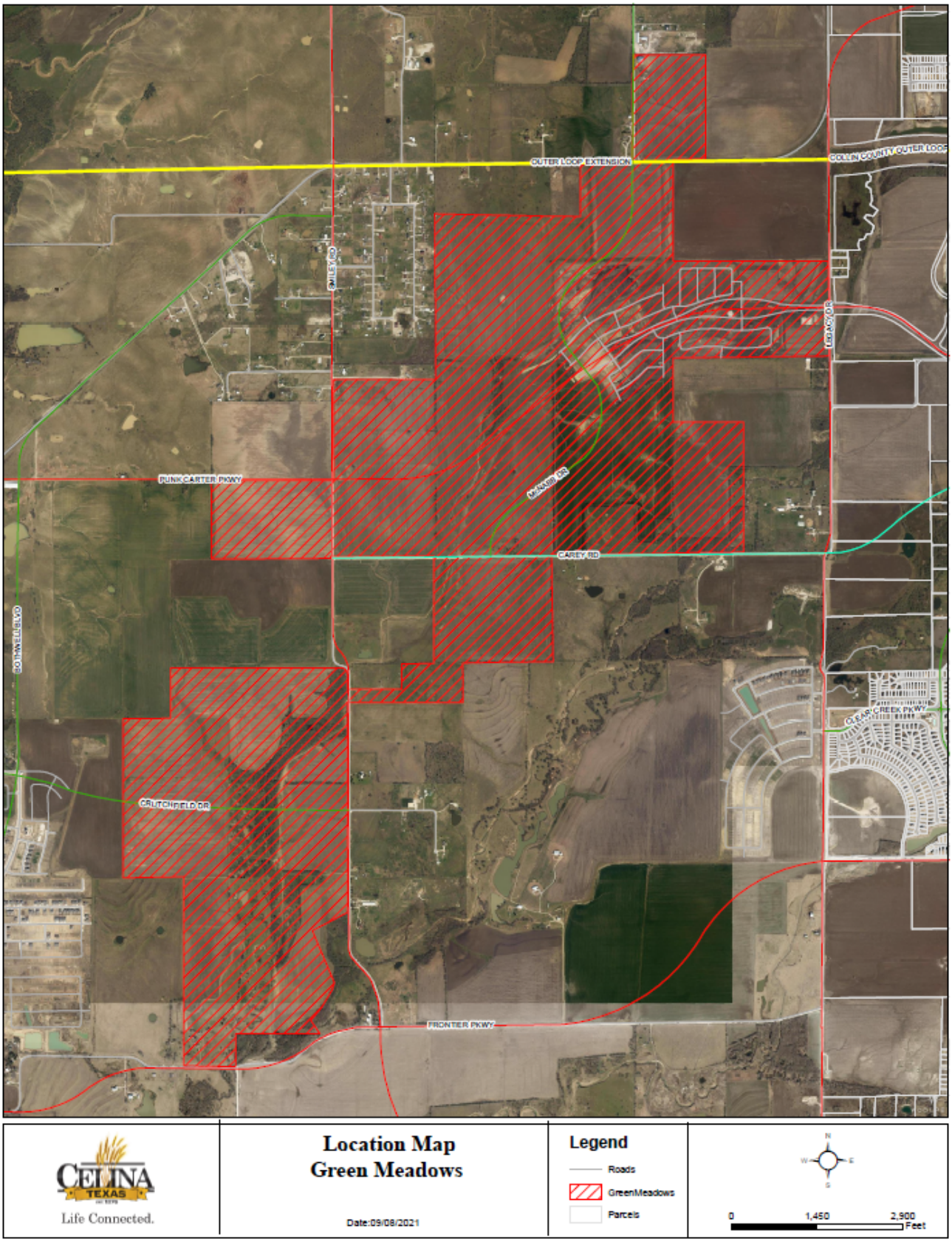
STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____, _____ of Smiley Water Control and Improvement District No. 2.

_____
Notary Public in and for the State of Texas

Attachment: Development Agreement (Green Meadows - DA Amendment)

EXHIBIT A
PROPERTY LEGAL DESCRIPTION



Attachment: Development Agreement (Green Meadows - DA Amendment)

EXHIBIT "A-1"

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 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.), 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, 2005-102910, 2015-52357, 2015-52666, 2015-52800, 2015-52804, 2015-52807, 2015-53058, 2018-113248, 2018-113251, AND 2017-120458, OFFICAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), AND 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., 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.;

Attachment: Development Agreement (Green Meadows - DA Amendment)

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 DESCIBED 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. 20140827000924 70, 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 820.89 FEET TO A POINT, FROM WHICH A 1/2" IRON ROD FOUND BEARS SOUTH 00°18'16" EAST, A DISTANCE OF 236.13 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 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

Attachment: Development Agreement (Green Meadows - DA Amendment)

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, 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

Attachment: Development Agreement (Green Meadows - DA Amendment)

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;

Attachment: Development Agreement (Green Meadows - DA Amendment)

(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 THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO SMILEY ROAD, LTD., RECORDED IN DOCUMENT NO. 2017-120458, O.R.D.C.T., SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2006-15660, O.R.D.C.T., THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID BUENTELLO TRACT, AND IN THE NORTH LINE OF SAID SMILEY ROAD TRACT REOCRDED IN DOCUMENT NO. 2017-120458, O.R.D.C.T., 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°53'05" EAST, ALONG THE NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2017-120458, O.R.D.C.T., AND THE SOUTH LINE OF SAID BUENTELLO TRACT, A DISTANCE OF 128.19 FEET TO A 60D NAIL FOUND IN PARVIN ROAD;

THENCE ALONG PARVIN ROAD AND THE SOUTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2017-120458, O.R.D.C.T., AS FOLLOWS:

(1) SOUTH 71°10'29" WEST, A DISTANCE OF 4.12 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 SOUTH 68°43'16" WEST, 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, BEING THE SOUTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2017-120458, O.R.D.C.T., THE

Attachment: Development Agreement (Green Meadows - DA Amendment)

NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO JO LYNN CAREY NINEMIRE, LAURA JEAN CAREY VARNER, AND MARK CARLTON CAREY, RECORDED IN DOCUMENT NO. 2014-16824, O.R.D.C.T., AND THE MOST SOUTHERLY SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS "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 SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2017-120458, O.R.D.C.T., AND THE MOST SOUTHERLY EAST LINE OF SAID JACKSON TRACT, A DISTANCE OF 568.51 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "SPIARS ENG", SAID IRON ROD BEING A RE-ENTRANT CORNER OF SAID JACKSON TRACT AND THE NORTHWEST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2017-120458, O.R.D.C.T.;

THENCE NORTH 89°28'31" EAST, ALONG A NORTH LINE OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2017-120458, O.R.D.C.T., AND THE MOST EASTERLY SOUTH LINE OF SAID JACKSON 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" RON 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

Attachment: Development Agreement (Green Meadows - DA Amendment)

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

Attachment: Development Agreement (Green Meadows - DA Amendment)

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 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 SORELLS 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

Attachment: Development Agreement (Green Meadows - DA Amendment)

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, 1742.68 FEET TO A POINT, BEING THE NORTHEAST CORNER OF SAID SMILEY ROAD TRACT RECORDED IN DOCUMENT NO. 2005-102910, O.R.D.C.T., THE SOUTHEAST CORNER OF SAID MCCARTY TRACT, AND IN THE WEST LINE OF SAID 150.69 ACRE TRACT;

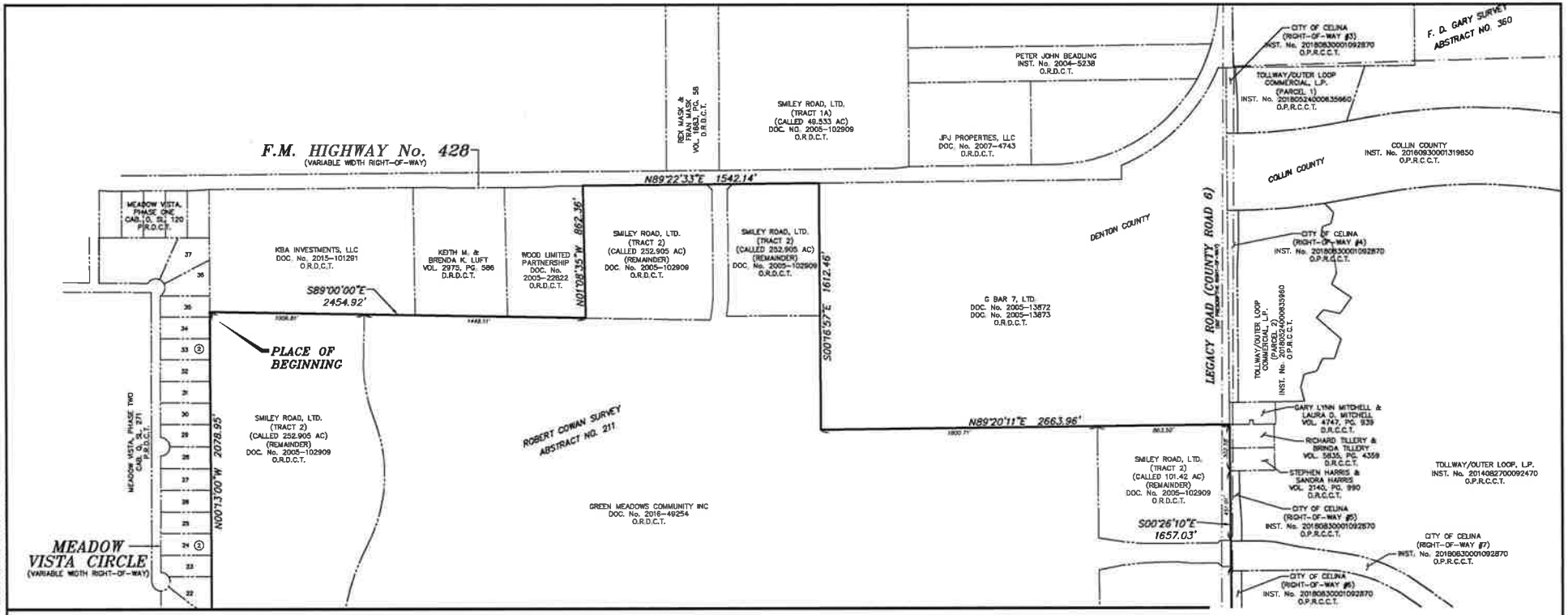
THENCE NORTH 00°24'21" WEST, ALONG THE WEST LINE OF SAID 150.69 ACRE TRACT AND THE EAST LINE OF SAID MCCARTY TRACT, A DISTANCE OF 250.12 FEET TO A POINT, BEING THE NORTHEAST CORNER OF SAID MCCARTY TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO 18 FARM ON SMILEY ROAD, LTD., RECORDED 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 1,371.495 ACRES (59,742,332 SQUARE FEET) OF LAND, MORE OR LESS;

Attachment: Development Agreement (Green Meadows - DA Amendment)



MATCH LINE – SEE SHEET 2

NOTES:

(1) ALL BEARINGS AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983, AS DERIVED BY FIELD OBSERVATIONS UTILIZING THE RTK NETWORK ADMINISTRATED BY WESTERN DATA SYSTEMS.

(2) THIS EXHIBIT WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT.

(3) THIS SURVEY WAS MADE ON THE GROUND DURING THE MONTHS OF FEBRUARY THRU SEPTEMBER, 2015 UNDER THE DIRECT SUPERVISION OF AARON L. STRINGFELLOW, R.P.L.S. NO. 6373.

(4) ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UTILIZING A COMBINED SCALE FACTOR OF 0.99985595.

A-1

BOUNDARY EXHIBIT
1,371.495 ACRES OF LAND

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 TEXAS & PACIFIC RAILROAD CO. SURVEY, ABSTRACT NO. 1298, 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

PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 355E ARLINGTON, TEXAS 76006 PHONE (817)460-7700
Texas Firm Registration No. F-2776 www.WierAssociates.com
Texas Board of Professional Land Surveying Registration No. 100330-00

SHEET 1 OF 3

DATE: 9/8/2021
W.A. No. 13135.03

PRINTED: 9/8/2021 3:19 PM FILE: W:\ER-SURVEY\3TH LAST SAVED: 9/8/2021 2:51 PM SAVED BY: AARONLS FILE: EXHIBIT FOR DEVELOPMENT AGREEMENT.DWG
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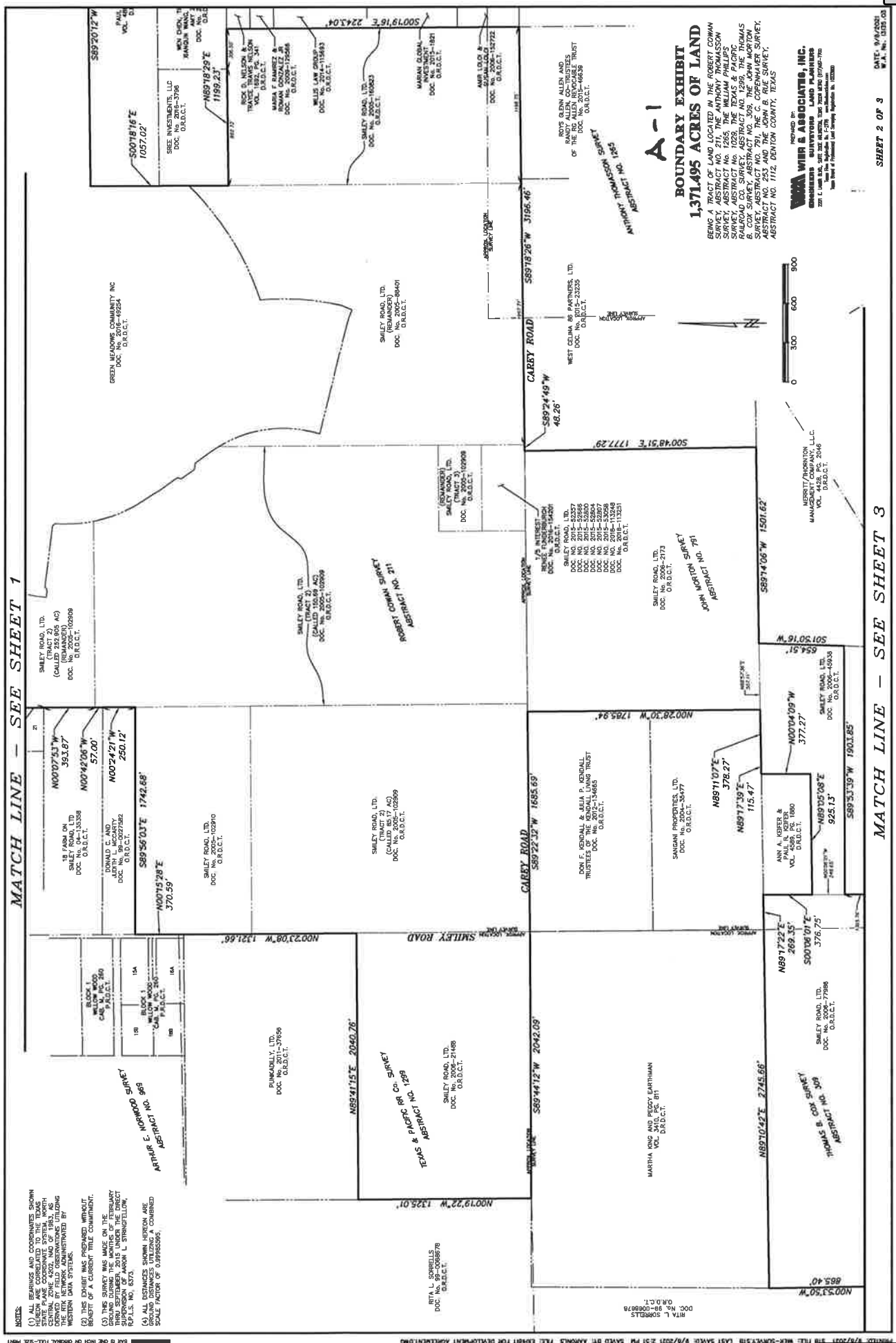
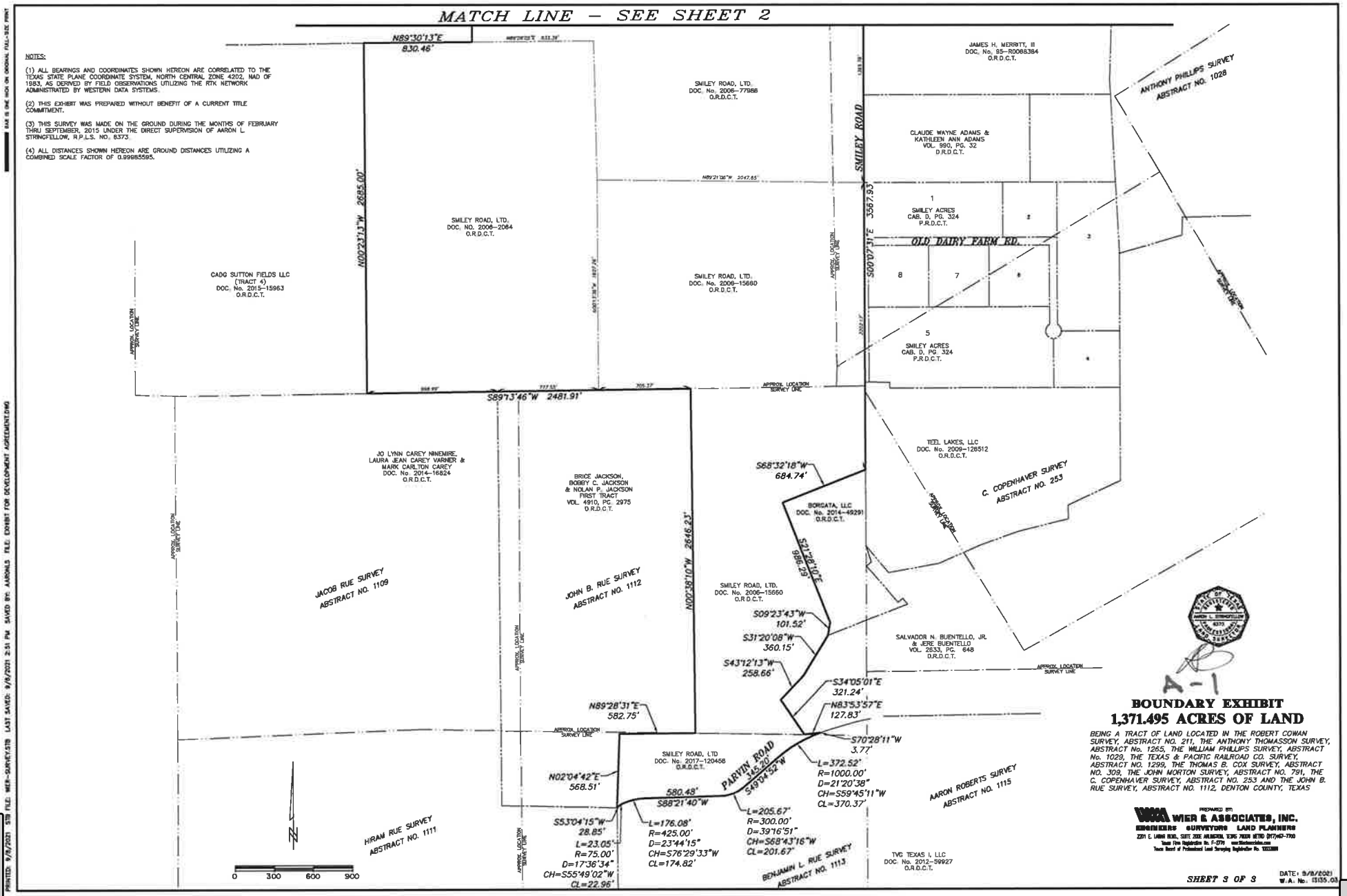


Attachment: Development Agreement (Green Meadows - DA Amendment)



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BAR IS ONE INCH ON ORIGINAL FULL-SIZE PRINT

EXHIBIT-A-2
LEGAL DESCRIPTION
GREEN MEADOWS
TRACT TWO

BEING A TRACT OF LAND situated in Denton County Texas, being part of the Robert Cowan Survey, Abstract No. 211, and being that certain tract of land described as a 49.57 acre tract described in Denton County Clerk Instrument No. 2005-56544 of the Real Property Records of Denton County Texas, and being the

Commencing at the southwest corner of said 49.57 acre tract, on the north right-of-way line of F.M. No. 428 (variable width right-of-way), being a common property corner with the southeast property corner of a called 3.00 acre tract described in a deed to Rex Mask, and wife, recorded in Volume 1883, Page 58, of the Real Property Records of Denton County Texas, and being the PLACE OF BEGINNING:

THENCE North 00 degrees 45 minutes 15 seconds East, along the west line of said 49.57 acre tract, a distance of 1748.07 feet;

THENCE South 89 degrees 42 minutes 14 seconds East, along the north line of said 49.57 acre tract, a distance of 1748.07 feet;

THENCE North 00 degrees 45 minutes 15 seconds East, along the west line of said 49.57 acre tract, a distance of 1234.26 feet;

THENCE South 00 degrees 38 minutes 57 seconds West, along the east line of said 49.57 acre tract, a distance of 1737.40 feet;

THENCE South 83 degrees 47 minutes 25 seconds West, along the South line of said 49.57 acre tract, and on the North R.O.W. of F. M. No. 428, a distance of 88.67 feet;

THENCE North 89 degrees 44 minutes 02 seconds West, along the South line of said 49.57 acre tract, and on the North R.O.W. of F.M. No. 428, a distance of 1149.43 feet, to the PLACE OF BEGINNING AND CONTAINING 49.57 acres of land, more or less.

Attachment: Development Agreement (Green Meadows - DA Amendment)

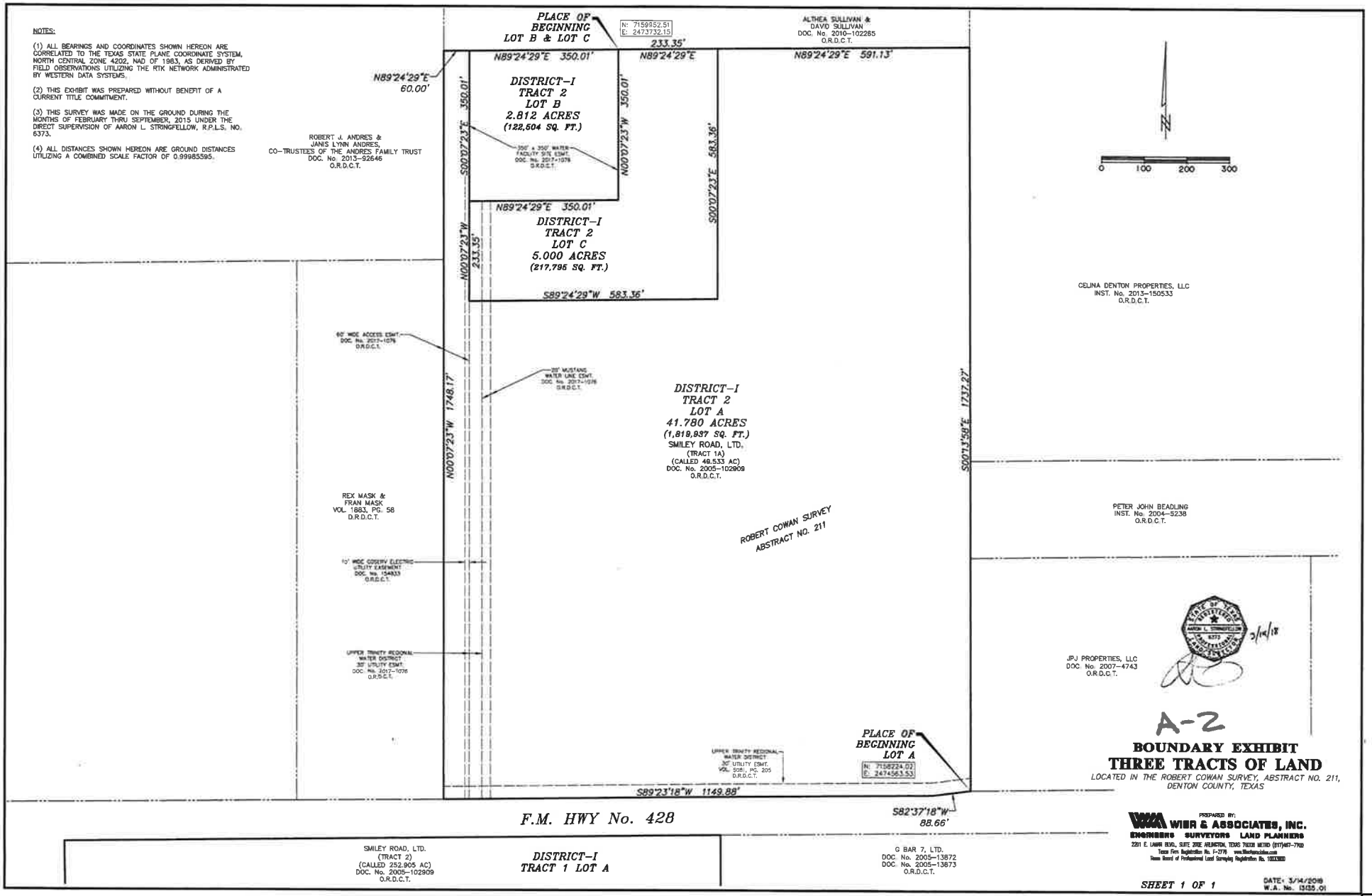
NOTES:
(1) ALL BEARINGS AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983, AS DERIVED BY FIELD OBSERVATIONS UTILIZING THE RTK NETWORK ADMINISTRATED BY WESTERN DATA SYSTEMS.
(2) THIS EXHIBIT WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT.
(3) THIS SURVEY WAS MADE ON THE GROUND DURING THE MONTHS OF FEBRUARY THRU SEPTEMBER, 2015 UNDER THE DIRECT SUPERVISION OF AARON L. STRINGFELLOW, R.P.L.S. NO. 6373.
(4) ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UTILIZING A COMBINED SCALE FACTOR OF 0.99985595.
PLACE OF BEGINNING LOT B & LOT C
N: 7159952.51
E: 2473732.15
ALTHEA SULLIVAN & DAVID SULLIVAN
DOC. No. 2010-102265
O.R.D.C.T.
N89°24'29"E 233.35'
N89°24'29"E 350.01'
N89°24'29"E 591.13'
N89°24'29"E 60.00'
DISTRICT-I TRACT 2 LOT B 2.812 ACRES (122,504 SQ. FT.)
S00°07'23"E 350.01'
N00°07'23"W 350.01'
S00°07'23"E 583.36'
ROBERT J. ANDRES & JANIS LYNN ANDRES, CO-TRUSTEES OF THE ANDRES FAMILY TRUST
DOC. No. 2013-92646
O.R.D.C.T.
N89°24'29"E 350.01'
DISTRICT-I TRACT 2 LOT C 5.000 ACRES (217,795 SQ. FT.)
N00°07'23"W 233.35'
S89°24'29"W 583.36'
0 100 200 300
CELINA DENTON PROPERTIES, LLC
INST. No. 2013-150533
O.R.D.C.T.
60' WIDE ACCESS ESMT.
DOC. No. 2017-1076
O.R.D.C.T.
20' MUSTANG WATER LINE ESMT.
DOC. No. 2017-1076
O.R.D.C.T.
N00°07'23"W 1748.17'
DISTRICT-I TRACT 2 LOT A 41.780 ACRES (1,819,937 SQ. FT.)
SMILEY ROAD, LTD.
(TRACT 1A)
(CALLED 46.533 AC)
DOC. No. 2005-102909
O.R.D.C.T.
S00°13'59"E 1737.22'
REX MASK & FRAN MASK
VOL. 1883, PG. 58
D.R.D.C.T.
ROBERT COWAN SURVEY ABSTRACT NO. 211
PETER JOHN BEADLING
INST. No. 2004-5238
O.R.D.C.T.
10' WIDE COSERV ELECTRIC UTILITY EASEMENT
DOC. No. 154833
O.R.D.C.T.
UPPER TRINITY REGIONAL WATER DISTRICT 30' UTILITY ESMT.
DOC. No. 2017-1076
O.R.D.C.T.
JPJ PROPERTIES, LLC
DOC. No. 2007-4743
O.R.D.C.T.
3/14/18
A-2
BOUNDARY EXHIBIT
THREE TRACTS OF LAND
LOCATED IN THE ROBERT COWAN SURVEY, ABSTRACT NO. 211, DENTON COUNTY, TEXAS
PLACE OF BEGINNING LOT A
N: 7156224.02
E: 2474563.53
UPPER TRINITY REGIONAL WATER DISTRICT 30' UTILITY ESMT. VOL. 5081, PG. 205 D.R.D.C.T.
S89°23'18"W 1149.88'
S82°37'18"W 88.66'
F.M. HWY No. 428
SMILEY ROAD, LTD. (TRACT 2) (CALLED 252.905 AC) DOC. No. 2005-102909 O.R.D.C.T.
DISTRICT-I TRACT 1 LOT A
G BAR 7, LTD. DOC. No. 2005-13872 DOC. No. 2005-13873 O.R.D.C.T.
PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700
Texas Firm Registration No. F-276 www.WierAssociates.com
Texas Board of Professional Land Surveying Registration No. 100330-00
SHEET 1 OF 1
DATE: 3/14/2018
W.A. No. 13135.01
PRINTED: 3/14/2018 STB FILE: W:\ER-SURVEY.STB LAST SAVED: 3/14/2018 12:49 PM SAVED BY: AARONLS FILE: NORTH-EXHIBIT-13135-REVI.DWG

EXHIBIT B
LAND PLAN

Attachment: Development Agreement (Green Meadows - DA Amendment)

TRACT 24
MUSTANG
2.8 ACRES

TRACT 14
FUT. MF
26.0 ACRES

TRACT 15
FUT. COM
20.8 ACRES

FM 428

SANCANI

TRACT 16
FUT. COM
16.8 ACRES

TRACT 17
FUT. COM
11.9 ACRES

LEGACY PKWY

TRACT 6
FUT. SF LOTS
158.4 ACRES

TRACT 2
GM PH. 2
118.1 ACRES

GREEN MEADOWS
FUT. DAY CARE

GREEN MEADOWS
AMENITY CENTER

TRACT 20
FUT. RET
14.9 ACRES

TRACT 1
EXIST. SF LOTS
GREEN MEADOWS
PHASE ONE
127.9 ACRES

PUNK CARTER

TRACT 19
FUT. RET
14.9 ACRES

TRACT
BOUNDARY
YELLOW

TRACT 7
FUT. SF LOTS
68.8 ACRES

TRACT 23
FUT. ISD
15.4 ACRES

GM PHASE 2
BOUNDARY - RED

SMILEY

TRACT 2
GM PH. 2
118.1 ACRES

PRELIMINARY PLAT
BOUNDARY - BLUE

TRACT 21
PUB. SAFETY FAC.
4.1 ACRES

TRACT 4
FUT. SF LOTS
89.3 ACRES

PUNK CARTER

TRACT 18
FUT. RET
18.8 ACRES

TRACT 5
FUT. SF LOTS
77.8 ACRES

TRACT 8
FUT. SF LOTS
112.2 ACRES

TRACT 8
FUT. SF LOTS
112.2 ACRES

TRACT 3
FUT. SF LOTS
54.3 ACRES

CAREY

TRACT 9
FUT. SF LOTS
102.0 ACRES

TRACT 12
FUT. SF LOTS
147.4 ACRES

14 ACRE POSSIBLE
PROSPER ISD SITE

TRACT 22
PUB. SAFETY FAC.
3.6 ACRES

CRUTCH

TRACT 11
FUT. SF LOTS
68.3 ACRES

TRACT 10
FUT. SF LOTS
92.5 ACRES

TRACT 13
FUT. MF
54.1 ACRES

PARVIN ROAD

EMERGENCY SIREN

MINOR AMENITY CENTER

LAND USE DATA

TRACT	ACRES	ZONING	LOT COUNT
1	127.9	SF	396
2	118.1	SF	458
3	54.3	SF	196
4	89.3	SF	319
5	77.8	SF	266
6	158.4	SF	559
7	68.8	SF	274
8	112.2	SF	422
9	102.0	SF	338
10	92.5	SF	238
11	68.3	SF	262
12	147.4	SF	508
13	54.1	MF	
14	26.0	MF	
15	20.8	COM	
16	16.8	COM	
17	11.9	COM	
18	18.8	RET	
19	14.9	RET	
20	14.9	RET	
21	4.1	FIRE	
22	3.6	FIRE	
23	15.4	ISD	
24	2.8	MUSTANG	
TOTAL	1421.1		4236

EXHIBIT B
DEVELOPMENT AGREEMENT EXHIBIT
GREEN MEADOWS COMMUNITIES INC

EXHIBIT B-DEVELOPMENT AGREEMENT EXHIBIT-090821

Attachment: Development Agreement (Green Meadows - DA Amendment)

EXHIBIT C
THOROUGHFARE PLAN

Attachment: Development Agreement (Green Meadows - DA Amendment)

80' ROW PURCHASED FOR OUTER LOOP
75' ROW DEDICATION
EX. 90' FM 428 ROW
75' ROW DEDICATION
80' ROW PURCHASED FOR OUTER LOOP
80' / 75' / 90' / 75' / 80' = 400' OUTER LOOP (240')

OUTER LOOP DEDICATION

TRACT 24
MUSTANG
2.8 ACRES

TRACT 14
FUT. MF
26.0 ACRES

TRACT 15
FUT. COM
20.8 ACRES

McNABB ROAD & FM 428
INTERSECTION IMPROVEMENTS
CONSTRUCTED WITH
GREEN MEADOWS PHASE 2

FM 428

OFFSITE FUTURE COLLECTOR
WITH FIRST LOT WEST OF McNABB
AND NORTH OF PUNK CARTER

SANGANI

TRACT 16
FUT. COM
16.8 ACRES

TRACT 17
FUT. COM
11.9 ACRES

McNABB SOUTH OF FM 428
CONSTRUCT EAST SIDE WITH
GREEN MEADOWS PHASE 2

SRWCID#1 TO
PROVIDE THE
ENGINEERING
PLANS FOR FUTURE
LEGACY AS CREDIT

LEGACY PKWY

TRACT 6
FUT. SF LOTS
158.4 ACRES

TRACT 2
GM PH. 2
118.1 ACRES

GREEN MEADOWS
AMENITY CENTER

TRACT 20
FUT. RET
14.9 ACRES

TRACT 1
EXIST. SF LOTS
GREEN MEADOWS
PHASE ONE
127.9 ACRES

PUNK CARTER

TRACT 19
FUT. RET
14.9 ACRES

McNABB SOUTH OF FM 428
CONSTRUCT WEST SIDE WITH
GREEN MEADOWS TRACT 6

SMILEY ROAD
CONSTRUCT EAST SIDE WITH
GREEN MEADOWS TRACT 7

TRACT 7
FUT. SF LOTS
68.8 ACRES

TRACT 23
FUT. ISD
15.4 ACRES

SMILEY

TRACT 2
GM PH. 2
118.1 ACRES

PUNK CARTER WEST
CONSTRUCT SOUTH SIDE WITH
GREEN MEADOWS TRACT 8

TRACT 21
PUB. SAFETY FAC.
4.1 ACRES

TRACT 4
FUT. SF LOTS
89.3 ACRES

PUNK CARTER

TRACT 5
FUT. SF LOTS
77.8 ACRES

TRACT 18
FUT. RET
18.8 ACRES

TRACT 8
FUT. SF LOTS
112.2 ACRES

TRACT 8
FUT. SF LOTS
112.2 ACRES

TRACT 3
FUT. SF LOTS
54.3 ACRES

CAREY

SMILRY ROAD CONNECTION
4 LANE DIVIDED - CONSTRUCT
WEST SIDE REQUIRED BY
TRAFFIC STUDY

TRACT 9
FUT. SF LOTS
102.0 ACRES

TRACT 12
FUT. SF LOTS
147.4 ACRES

14 ACRE POSSIBLE
PROPER. ISD SITE

TRACT 22
PUB. SAFETY FAC.
3.6 ACRES

SMILEY ROAD
CONSTRUCT WEST SIDE WITH
GREEN MEADOWS TRACT 9

CRUTCH

TRACT 11
FUT. SF LOTS
68.3 ACRES

TRACT 10
FUT. SF LOTS
92.5 ACRES

SMILEY

TRACT 13
FUT. MF
54.1 ACRES

EXISTING FM 428
MAJOR ROW ONSITE (CONSTRUCT AS PLATTED)
MAJOR ROW OFFSITE (CONSTRUCT OR FUND AS NEEDED)
COLLECTOR ROW ONSITE (CONSTRUCT AS PLATTED)
SANGANI COLLECTOR ROW OFFSITE (CONSTRUCT WITH TRACT 6)
CITY ROAD PROJECTS
ROUND-ABOUT

PARVIN ROAD
ROW DEDICATION ONLY

EXHIBIT C
THOROUGHFARE PLAN
GREEN MEADOWS COMMUNITIES INC

EXHIBIT C-THOROUGHFARE PLAN-090821

Attachment: Development Agreement (Green Meadows - DA Amendment)

EXHIBIT D
PARKS & OPEN SPACE PLANS

Attachment: Development Agreement (Green Meadows - DA Amendment)

TRACT 24
MUSTANG
2.8 ACRES

TRACT 14
FUT. MF
26.0 ACRES

TRACT 15
FUT. COM
20.8 ACRES

FM 428

SANGANI

TRACT 16
FUT. COM
16.8 ACRES

TRACT 17
FUT. COM
11.9 ACRES

LEGACY PKWY

TRACT 6
FUT. SF LOTS
158.4 ACRES

TRACT 2
GM PH. 2
118.1 ACRES

GREEN MEADOWS
FUT. DAY CARE

GREEN MEADOWS
AMENITY CENTER

TRACT 20
FUT. RET
14.9 ACRES

PUNK CARTER

IRRIGATION
TANK

TRACT 1
EXIST. SF LOTS
GREEN MEADOWS
PHASE ONE
127.9 ACRES

TRACT 19
FUT. RET.
14.9 ACRES

TRACT
BOUNDARY
YELLOW

TRACT 7
FUT. SF LOTS
68.8 ACRES

TRACT 23
FUT. ISD
15.4 ACRES

GM PHASE 2
BOUNDARY - WHITE

SMILEY

TRACT 2
GM PH. 2
118.1 ACRES

PRELIMINARY PLAT
BOUNDARY - BLUE

TRACT 21
PUB. SAFETY FAC.
4.1 ACRES

TRACT 4
FUT. SF LOTS
89.3 ACRES

PUNK CARTER

TRACT 18
FUT. RET
18.8 ACRES

TRACT 8
FUT. SF LOTS
112.2 ACRES

TRACT 5
FUT. SF LOTS
77.8 ACRES

TRACT 3
FUT. SF LOTS
54.3 ACRES

TRACT 8
FUT. SF LOTS
112.2 ACRES

CAREY

TRACT 9
FUT. SF LOTS
102.0 ACRES

TRACT 12
FUT. SF LOTS
147.4 ACRES

14 ACRE POSSIBLE
PROSPER ISD SITE

TRACT 22
PUB. SAFETY FAC.
3.6 ACRES

CRUTCH

TRACT 11
FUT. SF LOTS
68.3 ACRES

TRACT 10
FUT. SF LOTS
92.5 ACRES

SMILEY

TRACT 13
FUT. MF
54.1 ACRES

PARVIN ROAD

EMERGENCY SIREN

MINOR AMENITY CENTER

HIKE & BIKE TRAIL

EXHIBIT D
PARKS AND OPEN SPACE
GREEN MEADOWS COMMUNITIES INC

EXHIBIT D-PARKS AND OPEN SPACE-090821

Attachment: Development Agreement (Green Meadows - DA Amendment)

EXHIBIT E
DEVELOPMENT STANDARDS

Attachment: Development Agreement (Green Meadows - DA Amendment)

Concept Plan

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, arterials, and other area features. Minor modifications due to the final engineering and design of the project (including changes to street layouts), and minor changes to the boundaries and configuration of each land use area, amenity center, and park are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature. All other modifications to the original Concept Plan, such as major relocations of land uses, shall require a revision to the governing Planned Development district zoning or Development Agreement.

Purpose

Green Meadows is envisioned as a mixed use, master planned community generally located along multiple arterials and waterways in the southwestern quadrant of Celina's ultimate growth boundary. Ultimately, with the subject property being annexed in the future, all development shall generally abide by all City design standards and regulations, including landscaping, architecture, signage, engineering design standards, Subdivision regulations, and other applicable regulations, and as amended, unless otherwise modified within this Development Agreement.

Architecture

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, and as may be amended.

Open Space, Trails, & Amenities

1. The development shall comply with the Neighborhood Vision Book, unless otherwise modified herein.
2. McNabb Road shall have a 20 foot landscape buffer on the East side and a minimum of fifty (50) foot buffer on the West side.

Zoning

1. The base zoning shall comply with the land use categories displayed on the Concept Plan.
2. Multi-family development shall abide by the MF-0, MF-2, or MF-3 design standards.
3. Single Family development shall be limited to a maximum of 50% 50' wide lots or less and a minimum of 20% 70' wide lots, with the remaining lot sizes being flexible, with at least 3 different lot sizes.
4. Alleys are required on all lots less than 50' in width.
5. Non-residential development shall abide by the City's design standards for Commercial.

Attachment: Development Agreement (Green Meadows - DA Amendment)

EXHIBIT F
EXPANSION MAP

Attachment: Development Agreement (Green Meadows - DA Amendment)

TRACT 24
MUSTANG
2.8 ACRES

TRACT 14
FUT. MF
26.0 ACRES

TRACT 15
FUT. COM
20.8 ACRES

FM 428

SANGANI

TRACT 16
FUT. COM
16.8 ACRES

TRACT 17
FUT. COM
11.9 ACRES

LEGACY PKWY

TRACT 6
FUT. SF LOTS
158.4 ACRES

TRACT 2
GM PH. 2
118.1 ACRES

GREEN MEADOWS AMENITY CENTER

TRACT 20
FUT. RET
14.9 ACRES

TRACT 1
EXIST. SF LOTS
GREEN MEADOWS
PHASE ONE
127.9 ACRES

PUNK CARTER

SRWCID#1

TRACT 19
FUT. RET.
14.9 ACRES

EXPANSION LAND
29 ACRES

TRACT 7
FUT. SF LOTS
68.8 ACRES

TRACT 23
FUT. ISD
15.4 ACRES

SMILEY

TRACT 2
GM PH. 2
118.1 ACRES

TRACT 21
PUB. SAFETY FAC.
4.1 ACRES

TRACT 4
FUT. SF LOTS
89.3 ACRES

PUNK CARTER

TRACT 5
FUT. SF LOTS
77.8 ACRES

TRACT 18
FUT. RET
18.8 ACRES

SRWCID#2

TRACT 8
FUT. SF LOTS
112.2 ACRES

TRACT 8
FUT. SF LOTS
112.2 ACRES

TRACT 3
FUT. SF LOTS
54.3 ACRES

CAREY

EXPANSION LAND
110 ACRES

EXPANSION LAND
80 ACRES

TRACT 9
FUT. SF LOTS
102.0 ACRES

TRACT 12
FUT. SF LOTS
147.4 ACRES

14 ACRE POSSIBLE PROSPER ISD SITE

TRACT 22
PUB. SAFETY FAC.
3.6 ACRES

SMILEY

CRUTCH

SRWCID#2

TRACT 11
FUT. SF LOTS
68.3 ACRES

TRACT 10
FUT. SF LOTS
92.5 ACRES

EXPANSION LAND
100 ACRES

TRACT 13
FUT. MF
54.1 ACRES

EXPANSION LAND

SRWCID#1 BOUNDARY

EXHIBIT F
EXPANSION PLAN
GREEN MEADOWS COMMUNITIES INC

EXHIBIT F-EXPANSION PLAN-090821

Attachment: Development Agreement (Green Meadows - DA Amendment)

EXHIBIT G
ASSIGNMENT FORM

Attachment: Development Agreement (Green Meadows - DA Amendment)

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "Agreement") is made this _____ day of _____, 20__, by and between _____, a Texas _____ ("Assignor"), and _____, a Texas _____ ("Assignee").

RECITALS

WHEREAS, on or about June 30, 2009, the City of Celina, Smiley Road Water Control and Improvement District and Smiley Road, Ltd., entered into that certain Development Agreement (the "Original Development Agreement") pertaining to a certain 950.65-acre tract of land in Denton County, Texas, located within the boundaries of the Smiley Water Control and Improvement District (the "Property") as amended by that certain First Amendment to Development Agreement (the "First Amendment") dated effective as of September 13, 2010 that certain Second Amendment to Development Agreement (the "Second Amendment") dated effective as of July __, 2011; and that certain Third Amendment to Development Agreement dated effective as of _____ ___, 2021 (the Original development Agreement as amended by the First, Second and Third Amendments being hereinafter referred to as the "Development Agreement"); and

WHEREAS, the Development Agreement addresses matters related to the development of the Property and the financing of certain infrastructure improvements; and

WHEREAS, Assignor owns land within the Property and is considered to be an "Owner" under the Development Agreement; and

WHEREAS, the Assignor and Assignee wish to memorialize their mutual understanding of the obligations and benefits of the Development Agreement this assignment document ("Assignment"); and

WHEREAS, the City of Celina has approved the form of this Assignment.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants herein contained, and other consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns, conveys and transfers to Assignee the Development Agreement rights owned by Assignor and on an "AS IS, WHERE IS" basis, without any representations or warranties from Assignor (except as expressly stated below), and subject to all the terms and conditions relating thereto, including without limitation all terms and

Attachment: Development Agreement (Green Meadows - DA Amendment)

conditions of the Agreement as it pertains to the tract of land described in Exhibit A ("Assignor Tract").

2. Assumption. Assignee agrees that it has become a "Developer" as defined in the Development Agreement and as such is subject to all the terms of the Development Agreement, and Assignee (i) assumes the liabilities of a "Developer" (including without limitation any indemnity obligations located therein), and (ii) assumes and agrees to perform the obligations of a "Developer", accruing from and after the date hereof insofar as the Development Agreement pertains to the Assignor Tract.

3. Entire Agreement; Authority. This Assignment, when executed by the parties hereto, contains the complete and entire understanding of the parties with respect to the subject matter hereof, and no changes shall be recognized as valid unless they are made in writing and similarly executed. Each of the parties represents and warrants to the others that they have the full power and authority to enter into this Assignment.

4. Counterparts. This Agreement may be executed in multiple counterparts, each of which, for all purposes, shall be deemed an original, and all of which taken together shall constitute but one and the same instrument.

[*Signature Page Follows*.]

Attachment: Development Agreement (Green Meadows - DA Amendment)

EXECUTED as of the date written above.

ASSIGNOR:

By: _____

ASSIGNEE:

By: _____

Attachment: Development Agreement (Green Meadows - DA Amendment)

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, _____ of _____, a Texas _____, in its capacity as _____ of _____, a Texas _____, on behalf of the company and limited partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, _____ of _____, a Texas _____, on behalf of the company.

_____
Notary Public, State of Texas

Attachment: Development Agreement (Green Meadows - DA Amendment)

Exhibit A

Description of Assignor Tract

Attachment: Development Agreement (Green Meadows - DA Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: Sutton Fields East - PID Petition

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Sutton Fields East Public Improvement District within the extraterritorial jurisdiction of the City and calling for a public hearing for the City Council's October 12, 2021 meeting. (Sutton Fields East – PID Petition) (Lopez)

Background Information:
The applicant has submitted a petition to create a Public Improvement District (PID) for a proposed 110-acre single-family development known as Sutton Fields East.

Please refer to the attachment for additional information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommend approval of the resolution.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF THE SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING.

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 its corporate limits and its extraterritorial jurisdiction ("ETJ"); and

WHEREAS, on _____, 2021, the owner(s) of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), submitted and filed with the City Secretary of Celina (the "City Secretary") a petition ("Petition"), attached as **Exhibit A**, requesting the establishment of a public improvement district for property within the ETJ of the City; and

WHEREAS, the City Council of Celina, Texas (the "City Council") will hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in the ETJ of the City in accordance with the Petition; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality and in a newspaper of general circulation in the ETJ of the City before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on *October 12, 2021* on the creation of a public improvement district; and

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of the City.

Attachment: Draft Resolution (Sutton Fields East – PID Petition)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: All of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2: City Staff reviewed the Petition and determined that the same complied with the requirements of the Act and the City Council accepts the Petition.

Section 3: That a public hearing is hereby called for *October 12, 2021, at 5:00 p.m. in the Celina City Council Chambers, 112 N. Colorado Street*, *Celina, Texas 75009*, for the purpose of hearing public testimony with respect to the creation of a public improvement district.

Section 4: At such time and place the City Council will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

Section 5: Attached hereto as **Exhibit A** is the Petition for the Creation of a Public Improvement District within the ETJ of the City for the Sutton Fields East Public Improvement District.

Section 6: Attached here to as **Exhibit B** is a form of the Notice of Public Hearing (the "Notice") the form and substance of which is here by adopted and approved.

Section 7: Attached here to as **Exhibit C** is a legal description of the approximately 110 acres of property to be included in the proposed public improvement district.

Section 8: The City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City and a newspaper of general circulation in the ETJ of the City, and to notify any affected landowners within the boundaries of the proposed public improvement district as required by law. The City Secretary shall provide notice **on or before September 26, 2021**, which is before the 15th day before the *October 12, 2021* hearing.

Section 9: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 10: This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

Attachment: Draft Resolution (Sutton Fields East – PID Petition)

PASSED AND APPROVED ON THIS 14th *DAY OF SEPTEMBER, 2021*.

_____
Mindy Koehne, Mayor Pro-Tem

ATTEST:

_____
Vicki Tarrant, City Secretary

Attachment: Draft Resolution (Sutton Fields East – PID Petition)

EXHIBIT A

Petition for the Creation of a Public Improvement District

Attachment: Draft Resolution (Sutton Fields East – PID Petition)

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Celina, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by certain property owners within the extraterritorial jurisdiction of the City (collectively, the "Petitioner"), requesting that the City create the Sutton Fields East Public Improvement District (the "District") to include property owned by the Petitioner.

Time and Place of the Hearing. The public hearing will start at *5:00 p.m. on October 12, 2021, in the Celina Council Chambers, 112 N. Colorado Street*, *Celina, Texas 75009*.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vii) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vii) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is not to exceed $25,000,000.00.

Proposed District Boundaries. The District is proposed to include approximately *110* acres of land generally located *east of Wilder Avenue and north of Parvin Road*, located within the extraterritorial jurisdiction of the City and as more particularly described by a metes and bounds description available at Celina City Hall and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). 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 assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Attachment: Draft Resolution (Sutton Fields East – PID Petition)

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, except for PID assessments levied on real property within the District and possible tax reinvestment zone revenue, if created. No municipal property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

Attachment: Draft Resolution (Sutton Fields East – PID Petition)

EXHIBIT C

Metes and Bounds

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain tract of land described in deed to Jo Lynn Carey Ninemire, Laura Jean Carey Ninemire, and Mark Carlton Carey recorded in Document No. 2014-16824, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 60D nail in asphalt found in the approximate center of Parvin Road (undedicated public road), said nail being an ell corner of a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDCT, from which a 3/8-inch iron rod found bears North 89º11'44" West, a distance of 1163.46 feet;

THENCE North 00º41'45" East, with a line described in said Boundary Line Agreement, as located on a west line of said Carey tract, a distance of 2985.21 feet to a 1/2-inch iron rod found for corner;

THENCE North 89º13'31" East, with a line described in said Boundary Line Agreement, as located on the most northerly line of said Carey tract, a distance of 527.69 feet to a capped 5/8-inch iron rod found for corner;

THENCE North 89º13'50" East, with the most northerly line of said Carey tract, and the south line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Instrument No. 2006-2064, RPRDCT, a distance of 998.50 feet to a 1/2-inch iron rod found for corner at the most northerly northeast corner of said Carey tract, and the northwest corner of that certain tract of land described as First Tract in deed to Brice Jackson, Bobby C. Jackson, and Nolan P. Jackson recorded in Volume 4910, Page 2975 (Document No. 2001-R0089934), RPRDCT;

THENCE South 00º26'26" East, with the most northerly east line of said Carey tract and the west line of said Jackson tract, passing at a called distance of 3155.56 feet an interior ell corner of said Carey tract, continuing in all, a total distance of 3181.36 feet to a 3/8-inch iron rod found for corner in said approximate center of Parvin Road;

THENCE North 89º16'58" West, over and across said Carey tract, and with the approximate center of Parvin Road, a distance of 505.81 feet to a point for corner at the beginning of a tangent curve to the right;

THENCE northwesterly, continuing over and across said Carey tract, and said approximate center of Parvin Road, and with said curve having a central angle of 33º01'00", a radius of 350.00 feet, a chord which bears North 72º46'28" West, a chord distance of 198.91 feet, and an arc distance of 201.69 feet to the end of said curve, a point for corner;

THENCE North 56º15'58" West, continuing over and across said Carey tract, and said approximate center of Parvin Road, passing at a distance of 38.18 feet a PK nail found at the northeast corner of that certain tract of land described in deed to Mark Carey and Cathi Carey recorded in Document No. 2007-985, RPRDCT (Save and Excepted as Tract 2 in said Carey deed recorded in Document No.

Attachment: Draft Resolution (Sutton Fields East – PID Petition)

2014-16824, RPRDCT), continuing with the northerly line of said Mark Carey and Cathi Carey tract, in all, a total distance of 180.24 feet to a point for corner;

THENCE North 89º11’44” West, continuing with said approximate center of Parvin Road, and with said northerly line of the Mark Carey and Cathi Carey tract, passing at a distance of 181.00 feet a PK nail found at the northwest corner of said Mark Carey and Cathi Carey tract, and the northeast corner of that certain tract of land Save and Excepted as Tract 1 in said Carey deed recorded in Document No. 2014-16824, RPRDCT, passing the called northwest corner of said Tract 1 at a distance of 456.77 feet, continuing with said approximate center of Parvin Road, in all, a total distance of 741.18 feet to the POINT OF BEGINNING, containing an area of 109.926 acres of land.

Attachment: Draft Resolution (Sutton Fields East – PID Petition)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: Wilson Creek Meadows - PID Pre-SAP

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, determining the costs of improvements to be financed within Improvement Area #1 of the Wilson Creek Meadows Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Improvement Area #1 Assessment Roll; directing the filing of the proposed Improvement Area #1 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on October 12, 2021, to consider an ordinance levying assessments on property located within Improvement Area #1 of the Wilson Creek Meadows Public Improvement District. (Wilson Creek Meadows - PID Pre-SAP) (Lopez)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2021-__R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN IMPROVEMENT AREA #1 OF THE WILSON CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED IMPROVEMENT AREA #1 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED IMPROVEMENT AREA #1 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR OCTOBER 12, 2021 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #1 OF THE WILSON CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”) authorizes the City of Celina, Texas (the "City") to create a public improvement district within the corporate boundaries and the extraterritorial jurisdiction of the City; and

WHEREAS, on July 9, 2019, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City requesting the creation of a public improvement district within the corporate boundaries of the City; and

WHEREAS, on July 9, 2019, the City Council adopted Resolution No. 2019-38R (the "Authorization Resolution"), authorizing, establishing, and creating the “Wilson Creek Meadows Public Improvement District” (the “District”); and

WHEREAS, the City authorized the creation of the District and the issuance of up to $27,000,000.00 in bonds for the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the City Council and the City staff have been presented a “Wilson Creek Meadows Public Improvement District, City of Celina, Texas Preliminary Service and Assessment Plan”, including a proposed Improvement Area #1 Assessment Roll attached thereto (the “Preliminary SAP”), relating to certain assessments proposed to be levied against property within Improvement Area #1 of the District that benefit from the Improvement Area #1 Improvements. A copy of the Preliminary SAP is (i) attached hereto as **Exhibit A,** (ii) is

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

incorporated herein for all purposes, (iii) identifies the area constituting Improvement Area #1 of the District, (iv) identifies the costs of the Improvement Area #1 Improvements, and (v) sets forth the proposed assessment roll for Improvement Area #1 (the "Proposed Improvement Area #1 Assessment Roll"); and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District at this time and the Proposed Improvement Area #1 Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Improvement Area #1 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary SAP; and

WHEREAS, the PID Act requires that the Proposed Improvement Area #1 Assessment Roll be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments against the benefitted property within Improvement Area #1 of the District and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

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

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

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

SECTION 2. The City Council does hereby accept the Preliminary SAP for the District, including the Proposed Improvement Area #1 Assessment Roll, 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, and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

SECTION 3. The City Council hereby determines that the total costs of the Improvement Area #1 Improvements to be financed by the District are as set forth in Section III.B of the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Improvement Area #1 Improvements, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan which will include a final Improvement Area #1 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Improvement Area #1 Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in Improvement Area #1 of the District that benefits from the Improvement Area #1 Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Improvement Area #1 Assessment Roll with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 7. The City Council expressly defers the levy of Assessments against property within Future Improvement Areas for Authorized Improvements that will benefit such property until such time as the costs of such Authorized Improvements can be determined with certainty as referenced in the Preliminary SAP.

Section 8. The City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing, as defined above) to be held on **October 12, 2021, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within Improvement Area #1 of the District that benefits from the Improvement Area #1 Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 9. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on **October 12, 2021**, in substantially the

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **September 30, 2021**, as required by Section 372.016(b) of the PID Act.

SECTION 10. When the Proposed Improvement Area #1 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **September 30, 2021**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **October 12, 2021**, as required by Section 372.016(c) of the PID Act.

SECTION 11. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **October 12, 2021** meeting of the City Council.

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

[*Remainder of Page Intentionally Left Blank*]

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

ADOPTED, PASSED, AND APPROVED on this the 14th day of September, 2021.

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

EXHIBIT A

PRELIMINARY SAP

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

WILSON CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

DRAFT

_____, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

WILSON CREEK MEADOWS
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

I. PLAN DESCRIPTION AND DEFINED TERMS 4

A. INTRODUCTION 4

II. PROPERTY INCLUDED IN THE PID 11

A. PROPERTY INCLUDED IN THE PID 11
B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1 11
C. PROPERTY INCLUDED IN FUTURE IMPROVEMENT AREAS 11

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS 13

A. AUTHORIZED IMPROVEMENT OVERVIEW 13
B. DESCRIPTIONS AND COSTS OF THE IMPROVEMENT AREA #1 PROJECTS 14
C. FUTURE IMPROVEMENT AREAS 15

IV. SERVICE PLAN 16

A. SOURCES AND USES OF FUNDS 16
B. ANNUAL PROJECTED COSTS AND INDEBTEDNESS 17

V. SERVICE PLAN 18

A. INTRODUCTION 18
B. SPECIAL BENEFIT 19
C. ASSESSMENT METHODOLOGY 20
D. ASSESSMENTS 21
E. ADMINISTRATIVE EXPENSES 21

VI. TERMS OF THE ASSESSMENTS 22

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1 22
B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE IMPROVEMENT AREAS 22
C. REALLOCATION OF ASSESSMENTS 22
D. MANDATORY PREPAYMENT OF ASSESSMENTS 23
E. REDUCTION OF ASSESSMENTS 24
F. PAYMENT OF ASSESSMENTS 24
G. COLLECTION OF ANNUAL INSTALLMENTS 26

VII. THE ASSESSMENT ROLL 27

A. IMPROVEMENT AREA #1 ASSESSMENT ROLL 27
B. FUTURE IMPROVEMENT AREA ASSESSMENT ROLL 28
C. ANNUAL ASSESSMENT ROLL UPDATES 28

VIII. MISCELLANEOUS PROVISIONS 29

A. ADMINISTRATIVE REVIEW 29
B. TERMINATION OF ASSESSMENTS 29
C. AMENDMENTS 29
D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS 30
E. SEVERABILITY 30

APPENDIX A - PID MAP

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Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

APPENDIX B - ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX C - DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX D - LEGAL DESCRIPTION

APPENDIX E - ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

APPENDIX F - HOMEBUYER DISCLOSURE

APPENDIX G - PROPOSED IMPROVEMENT AREA #1 ASSESSMENT ROLL

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On July 9, 2019 (the "Creation Date") the City Council (the "City Council") of the City of Celina, Texas (the "City") passed and approved Resolution No. 2019-38R approving and authorizing the creation of the Wilson Creek Meadows 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"), a portion of which was located within the corporate limits of the City and a portion of which was located within the extraterritorial jurisdiction of the City on the creation date. As of December 8, 2020, all of the property is located within the corporate limits of the City.

The property in the PID is proposed to be developed in multiple phases, and the City will finance public improvements by levying assessments against benefitted property within each phase as each phase is developed. Assessments will be imposed on the property in each phase for the public improvements to be constructed for the benefit of that phase.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Wilson Creek Meadows Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix F.

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

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

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for Improvement Area #1 is included as Appendix G of this Service and Assessment Plan. The Assessments as shown or as to be shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

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B. Definitions

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

"**Actual Cost(s)**" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (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, City permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

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

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

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

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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 in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Roll attached hereto as Appendix G (with respect to Improvement Area #1), or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, and (ii) the Administrative Expenses.

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

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within Improvement Area #1 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 including the portion of those Annual Installments 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 Roll" means the Improvement Area #1 Assessment Roll or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

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

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessments.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

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"**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: (1) GRBK Edgewood, LLC, a Texas limited liability company, for the portion of the Property within East Phase #1 and East Phase #2, and (2) Pulte Homes of Texas, L.P., a Texas limited partnership, for the portion of the Property within West Phase #1.

"Development Agreement" means that certain Development Agreement between the City and Celina Titus, LLC effective August 8, 2017 and recorded in the Real Property Records of Collin County, Texas as Document No. 20170815001091940, as amended by that certain Development Agreement between the City and Celina Titus, LLC and Celina Ownsby Coit, LLC effective June 11, 2019 and recorded in the Real Property Records of Collin County, Texas as Document No. 20190701000768090, and as partially assigned by: (1) that certain Partial Assignment of Development Agreement relating to the property within East Phase #1 and East Phase #2, by and between Celina Titus, LLC, and GRBK Edgewood, LLC effective as of December 18, 2020, and (2) that certain Partial Assignment of Development Agreement relating to the property within West Phase #1, by and between Celina Titus, LLC, Celina Ownsby Coit, LLC and Pulte Homes of Texas, L.P., effective as of June 21, 2021.

"East Phase #1" means the Assessed Property identified as East Phase #1 on the map attached as Appendix A

"East Phase #2" means the Assessed Property identified as East Phase #2 on the map attached as Appendix A

"**Future Improvement Areas**" means Improvement Areas that are fully developed after Improvement Area #1, as such areas are generally depicted in Appendix A. The Future Improvement Areas are subject to adjustment and are shown for example only.

"Homebuyer Disclosure" means the form of notice required by the PID Act and Section 5.014 of the Texas Property Code, as amended. A copy of the homebuyer disclosure for the PID is attached as Appendix F.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner's association.

"Improvement Area" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within an Improvement Area will be assessed for the costs

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of the Authorized Improvements (or the portion thereof) that specially benefit the Parcels within the Improvement Area.

"Improvement #1" means, collectively, East Phase #1, East Phase #2, and West Phase #1 to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

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

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

"Improvement Area #1 Maximum Assessment Per Unit" means for Improvement Area #1 an Assessment per unit relating to the Improvement Area #1 Improvements for each applicable Lot Type as follows:

Lot Type 1 (70 Ft) - $31,770.49
Lot Type 2 (60 Ft) - $30,464.85
Lot Type 3 (50 Ft) - $29,159.21

"**Improvement Area #1 Improvements**" mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.B.

"Improvement Area #1 Reimbursement Obligation" means an amount not to exceed $12,864,000 secured by the Assessments levied against the Improvement Area #1 Assessed Property to be paid to the Original Developer pursuant to the Reimbursement Agreement.

"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 average home value for each home at the time of assessment levy, 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.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that

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create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

"Original Developer" means, collectively, Celina Titus, LLC, a Texas limited liability company, and Celina Ownsby Coit, LLC, a Texas limited liability company.

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

"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.

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

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

"Reimbursement Agreement" means that certain "Reimbursement Agreement – Wilson Creek Meadows Public Improvement District", dated _____, 2021, by and between the City and the Original Developer in which the City agrees to reimburse Original Developer for a portion of such Actual Costs expended by Developer in accordance with the Development Agreement for Authorized Improvements constructed and accepted by the City for the benefit of the Assessed Property with interest as permitted by the PID Act.

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

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

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

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"West Phase #1" means the Assessed Property identified as West Phase #1 on the map attached as Appendix A

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Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 185.8118 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 652 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

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

Table II-A
Proposed Development within the PID

Proposed Development	Quantity	Measurement
Single-Family - 70 Ft	52	Units
Single-Family - 60 Ft	115	Units
Single-Family - 50 Ft	485	Units
Total	**652**	**Units**

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1

Improvement Area #1 consists of approximately 123.679 acres and is projected to consist of 434 single family residential units, to be developed as Improvement Area #1, as further described in Section III. A map of the property within Improvement Area #1 depicting the boundaries of each proposed Phase is shown in Appendix A.

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Single-Family - 70 Ft	52	Units
Single-Family - 60 Ft	56	Units
Single-Family - 50 Ft	326	Units
Total	**434**	**Units**

C. PROPERTY INCLUDED IN FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed, Assessments may be levied against for each new Improvement Area. In connection with the levy of Assessments, or with the issuance of each series of Bonds, this Service and Assessment Plan will be updated to add additional details of each new Improvement Area(s) similar to what is shown for Improvement Area #1 in Section II.B. A map

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

of the projected property within each Future Improvement Area is shown in Appendix A. The Future Improvement Areas are shown for illustrative purposes only and are subject to adjustment. The current Parcels in Improvement Area #1 are shown on the Assessment Roll included as Appendix G.

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.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.C. below and shown in the opinion of probable costs and on the diagrams included as Appendix

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B for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF THE IMPROVEMENT AREA #1 IMPROVEMENTS

The Improvement Area #1 Improvement descriptions are presented below as provided by the project engineers Kimley-Horn and Associates, Inc. The costs of the Improvement Area #1 Improvements are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Improvement Area #1 Improvements are as follows.

Roadway Improvements

The roadway improvement portion of the Improvement Area #1 Improvements consists of the construction of entrance road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Improvement Area #1 Assessed Property. 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 Improvements

The water improvement portion of the Improvement Area #1 Improvements consists of construction and installation of waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Improvement Area #1 Assessed Property. The water improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Improvement Area #1 Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Improvement Area #1 Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Improvement Area #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Improvement Area #1 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

Table III-A
Estimated Improvement Area #1 Improvements Costs

Authorized Improvements	East Phase #1	East Phase #2	West Phase #1	Total
Roadway Improvements	$1,371,109	$836,158	$1,999,103	$4,206,370
Water Improvements	$759,116	$338,136	$815,124	$1,912,376
Sanitary Sewer Improvements	$383,950	$366,277	$836,538	$1,586,765
Storm Drainage Improvements	$911,421	$515,700	$859,466	$2,286,587
Other Soft and Miscellaneous Costs	$1,055,227	$674,698	$1,664,047	$3,393,972
Total Authorized Improvements	**$4,480,823**	**$2,730,969**	**$6,174,278**	**$13,386,070**

Note: Costs provided by Kimley-Horn and Associates, Inc. and/or finalized construction contracts. The figures shown in Table III-A 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.

C. FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed and/or Bonds are issued, this SAP will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the property inside each Future Improvement Area (e.g. a Table III-B will be added to show the costs for the specific Authorized Improvements financed within the specific Future Improvement Area being developed.)

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Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 16 months to construct the Authorized Improvements.

The Budgeted Costs for the Authorized Improvements and payment of expenses incurred in the establishment, administration and operation of the PID are $13,386,070 as shown in Table IV-A. The PID Act requires that 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 City Council shall approve the Annual Service Plan Update by ordinance each year; and, within seven (7) days from the date of approval, the City Secretary shall file a copy of the Annual Service Plan Update in the with the County Clerk of Collin County, Texas.

As Future Improvement Areas are developed and/or Bonds are issued, this Service and Assessment Plan will be amended (e.g. Table IV-B will be added for Improvement Area #2, etc.).

Table IV-A shows the estimated sources and uses of funds for the Improvement Area #1 Improvements.

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

Sources of Funds	**Total**
Assessment	$12,864,000
Other funding sources	$522,070
Total Sources	**$13,386,070**
Uses of Funds	
Improvement Area #1 Improvements:	
Roadway Improvements	$4,206,370
Water Improvements	$1,912,376
Sanitary Sewer Improvements	$1,586,765
Storm Drainage Improvements	$2,286,587
Other Soft and Miscellaneous Costs	$3,393,972
Sub-total	*$13,386,070*
Total Uses	**$13,386,070**

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Under the terms of the Development Agreement and the Reimbursement Agreement, the Original Developer will be reimbursed for the costs of the Improvement Area #1 Improvements constructed by the Developer, but only from Assessments levied against the Improvement Area #1 Assessed Property. This Service and Assessment Plan may be updated to include the costs of issuing Bonds, if any. However, any future update to include such costs of issuing Bonds will not increase the Assessments.

B. ANNUAL PROJECTED COSTS AND INDEBTEDNESS

The annual projected costs and annual projected indebtedness is shown by Table IV-B. 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.

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds	Projected Improvement Area #1 Annual Installments
2021	$13,386,070	$12,864,000	$522,070	$0
2022	$0	$0	$0	$812,845
2023	$0	$0	$0	$812,845
2024	$0	$0	$0	$812,845
2025	$0	$0	$0	$812,845
2026	$0	$0	$0	$812,845
Total	**$13,386,070**	**$12,864,000**	**$522,070**	**$4,064,225**

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Improvement Area #1 Improvements shown in Table III-A and the costs associated with setting up the PID shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer. As Future Improvement Areas are developed and or Bonds are issued, Table IV-B will be updated to identify the Authorized Improvements to be financed by such Bonds and the projected indebtedness resulting from the Bonds.

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Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

V. SERVICE 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.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Improvement Area #1 Improvements that benefit Improvement Area #1 shall be allocated on the basis of Equivalent Units calculated using the average home value of each Lot Type 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.

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

In connection with the development of Future Improvement Areas and/or the issuance of Bonds for the Future Improvement Areas, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Improvement Areas receives from the specific Authorized Improvements benefitting such Assessed Property.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within Improvement Area #1 as a result of the Improvement Area #1 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 Improvement Area #1 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Improvement Area #1 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

As Future Improvement Areas are developed and/or in connection with the issuance of Bonds, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Improvement Area.

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 payment of costs incurred in the establishment of the PID shown in Table IV-A 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 the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

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

The Original Developer and Developer have 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 will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the 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 the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ASSESSMENT METHODOLOGY

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

1. Assessment Methodology for Improvement Area #1

For purpose of this Service and Assessment Plan, the City Council determined that the costs of the Improvement Area #1 Improvements shall be allocated to the Improvement Area #1 Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

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Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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

3. Assessment Methodology for Future Improvement Areas

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

D. ASSESSMENTS

The Assessments for the Improvement Area #1 Improvements will be levied on each Parcel or Lot according to the Improvement Area #1 Assessment Roll. The Annual Installments for the Improvement Area #1 Improvements will be collected on the dates and in the amounts shown on the Improvement Area #1 Assessment Roll, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix E for Assessment per Equivalent Unit, leverage, and estimated tax rate equivalent calculation details.

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 each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

VI. TERMS OF THE ASSESSMENTS

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

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

The Annual Installments shall be collected from Improvement Area #1 Assessed Property in an amount sufficient to pay (i) principal and interest due under the Reimbursement Agreement for the costs of the Improvement Area #1 Improvements, and (ii) to to pay Administrative Expenses related to Improvement Area #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within the Future Improvement Area (e.g., an Appendix will be added as the Assessment Roll for Improvement Area #2, etc.). 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 number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

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

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. If at any time the Assessment per Unit on a Parcel within Improvement Area #1 exceeds the applicable Improvement Area #1 Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the applicable Improvement Area #1 Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. 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 PID Act.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

E. REDUCTION OF ASSESSMENTS, IN THE EVENT BONDS ARE ISSUED

1. If after all Authorized Improvements to be funded with a series of Bonds, if any, have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, 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. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, if any Bonds are issued, and such excess Bond proceeds shall be applied to redeem Bonds as provided in the Indenture, 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. 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 number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

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 Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced

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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 and Administrative Expenses. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

The interest on the unpaid portion of each Assessment shall be paid: (i) at the rate of the actual interest on Bonds secured by such Assessment, if issued by the City, and (ii) if Bonds are not issued, at a rate (i) not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessment and continuing for a period of five years from such date, and (ii) not to exceed two hundred basis points above such bond index rate for the period beginning with the sixth year and shall continue until the Assessment is paid in full. The Improvement Area #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.00% for years 1 through 5 and 4.00% thereafter. Unless and until the City issues Bonds secured by Assessments levied against the Improvement Area #1 Assessed Property, the interest on the Improvement Area #1 Reimbursement Obligation under the Reimbursement Agreement shall be paid based on an interest rate of 4.00% per annum for years 1 through 5 and 4.00% per annum following the fifth Annual Installment in accordance with the Reimbursement Agreement. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments was 2.50%. Furthermore, the Annual Installments may not exceed the amounts shown on the Improvement Area #1 Assessment Roll. Upon the issuance of Bonds for the Improvement Area #1 Improvements, the Improvement Area #1 Reimbursement Obligation shall bear interest at the rate of the Bonds, plus additional interest under Section 372.018 of the PID Act, which rate may exceed the current rates set forth in the Improvement Area #1 Assessment Roll.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds or Reimbursement Agreement obligation 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.

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The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. 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 consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes 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 PID Act.

The collection of the first Annual Installment for a Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of a series of Bonds for the Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable phase shall begin collection, or (ii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Assessed Property, such that all Assessments in the applicable phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

Each Improvement Area #1 Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Improvement Area #1 Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

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

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

VII. THE ASSESSMENT ROLL

A. IMPROVEMENT AREA #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner 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 Improvement Area #1.

The Improvement Area #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Improvement Area #1 Improvements. Table VII-B summarizes the $13,386,070 in special benefit received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Improvements. The par amount of the obligation owed under the Reimbursement Agreement for the Improvement Area #1 Improvements is $12,864,000, which is less than the benefit received by the Improvement Area #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Improvement Area #1 Assessed Property is $12,864,000 plus Administrative Expenses. The Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D and is summarized in the Improvement Area #1 Assessment Roll. The Improvement Area #1 Assessment Roll is attached hereto as Appendix G.

Table VII-A
Improvement Area #1
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements[(a)]	$13,386,070
PID Formation/Bond Costs of Issuance:	
Reserve Fund	$0
Capitalized Interest	$0
Underwriter's Discount/Underwriters Counsel	$0
Cost of Issuance	$0
Underwriters Discount	$0
PID Formation/Bond Cost of Issuance	*$0*
Total Special Benefit	**$13,386,070**
Special Benefit:	
Total Special Benefit	$13,386,070
Projected Special Assessment	$12,864,000
Excess Benefit	**$522,070**

(a) See Table III-B for details.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

B. Future Improvement Area Assessment Roll

As Future Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Improvement Area (e.g. an appendix will be added for each new Improvement Area).

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Improvement Area #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Original Developer and 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 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.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

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

E. Severability

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

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

F. Homebuyer Disclosure

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The homebuyer disclosure is attached hereto as Appendix F and may be updated in an Annual Service Plan Update.

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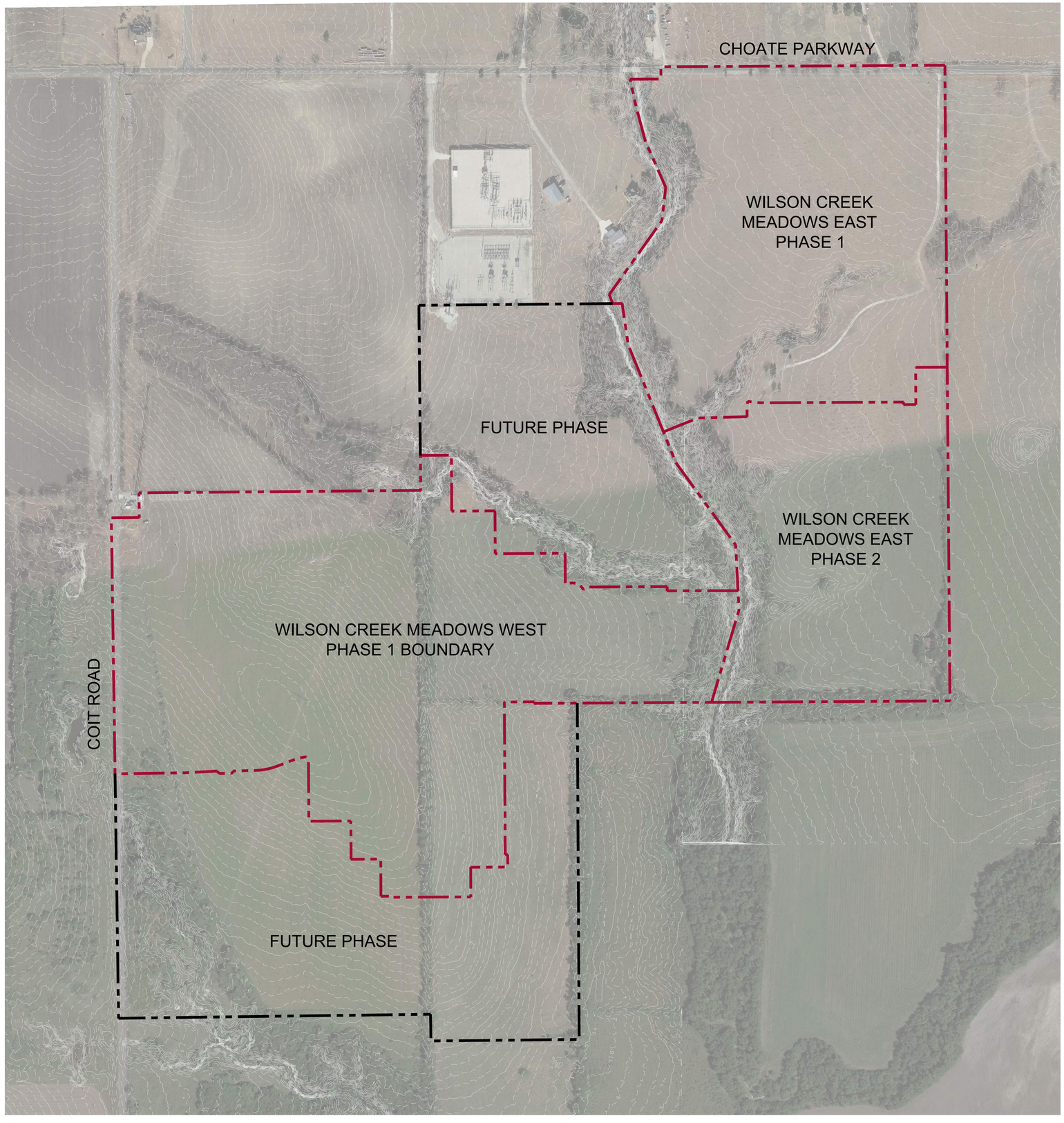
Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

APPENDIX A
PID MAP

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)



GRAPHIC SCALE IN FEET
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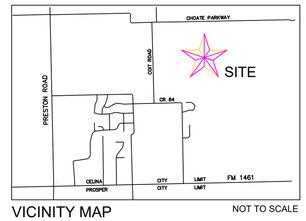
1"= 200' @ 24x36



VICINITY MAP NOT TO SCALE

Wilson Creek Meadows PID

EXHIBIT 1 - BOUNDARY MAP - WILSON CREEK MEADOWS

±80.01 ACRE TRACT LOCATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT #1030 AND MCKENZIE WILHITE SURVEYS, ABSTRACTS #1008 & #1009, IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

September 2021

OWNER / APPLICANT:
Celina Ownsby Coit, LLC
Celina Titus, LLC
106 Decker Drive, Suite 310
Irving, TX 75062
P (214) 212-6326
E terry.mitchell@contrastdevelopment.com

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
P (972) 770-1300
Contact: Matt Duenwald, PE

Kimley»Horn

Plotted By:Hitch, CJ Date:September 01, 2021 09:41:25am File Path:K:\DAL_Civil\063222901--Botes Tract\Coit\Exhibits\PlanSheets\PID Exhibits\Exhibit 1 - Boundary Map - WCM.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

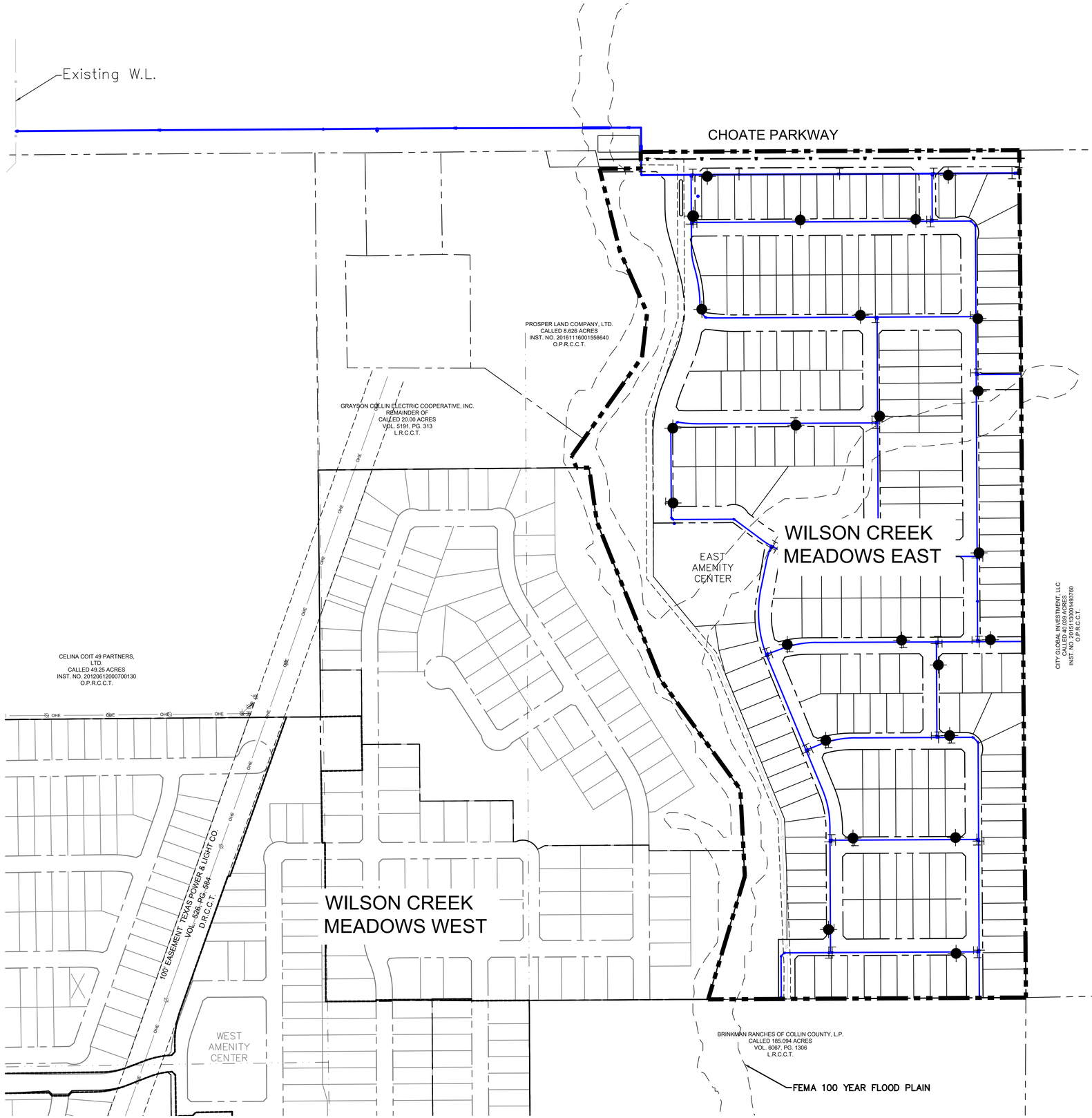
Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

WILSON CREEK MEADOWS OPINION OF PROBABLE COST					
		EAST		WEST	
		PHASE 1	PHASE 2	PHASE 1	TOTAL
PUBLIC COSTS					
ROADS (Including Excavation, Paving, Sidewalks and Barrier Free Ramps)		$1,371,109	$836,158	$1,999,103	$4,206,370
SANITARY SEWER		$383,950	$366,277	$836,538	$1,586,765
STORM DRAINAGE AND EROSION CONTROL		$911,421	$515,700	$859,466	$2,286,587
WATER SYSTEM		$759,116	$338,136	$815,124	$1,912,376
SOFT COSTS (Including Material Testing/Geotechnical Report; Engineering, Staking and Developer PID Costs; City Fees and Contingency)		$1,045,717	$666,722	$1,648,249	$3,360,689
DISTRICT FORMATION COSTS		$9,510	$7,976	$15,798	$33,283
TOTAL		$4,480,823	$2,730,969	$6,174,278	$13,386,070
PRIVATE COST					
ROADS (Including Excavation, Paving, Sidewalks and Barrier Free Ramps)		$142,059	$123,882	$335,360	$601,302
STORM DRAINAGE AND EROSION CONTROL		$11,965	$14,575	$20,600	$47,140
WATER SYSTEM		$25,628	$0	$7,000	$32,628
RETAINING WALLS		$90,420	$93,900	$929,347	$1,113,667
LANDSCAPE/ SCREENING/ TRAILS/AMENITY CENTER		$2,018,796	$71,764	$2,822,201	$4,912,761
MATERIAL TESTING/GEOTECHNICAL REPORT		$46,340	$17,825	$39,722	$103,887
CITY FEES		$195,472	$164,245	$319,489	$679,205
ENGINEERING AND STAKING		$308,341	$163,702	$112,278	$584,320
CONTINGENCY		$283,902	$64,989	$458,600	$807,491
TOTAL		$3,122,923	$714,883	$5,044,596	$8,882,402
TOTAL PROJECT - PUBLIC AND PRIVATE		$7,603,746	$3,445,852	$11,218,874	$22,268,472

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)



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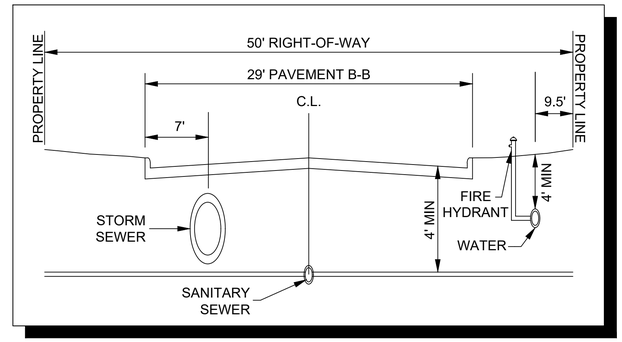
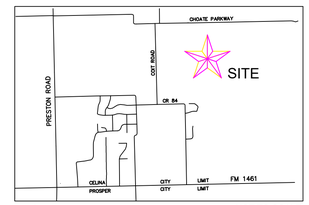
TYPICAL WATER LOCATION





VICINITY MAP NOT TO SCALE

Wilson Creek Meadows East

EXHIBIT 8 - WATER IMPROVEMENTS

±80.01 ACRE TRACT LOCATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT #1030 AND MCKENZIE WILHITE SURVEYS, ABSTRACTS #1008 & #1009, IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

June 2021

OWNER / APPLICANT:
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Celina Titus, LLC
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Irving, TX 75062
P (214) 212-6326
E terry.mitchell@contrastdevelopment.com

ENGINEER / SURVEYOR:
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P (972) 770-1300
Contact: Matt Duenwald, PE

Kimley»Horn

Plotted By:Mazza, John Date:June 15, 2021 11:11:35am File Path:K:\DAL_Civil\063223901-Bates Tract\Cad\Exhibits\PlanSheets\PID Exhibits\Exhibits 6-9.dwg
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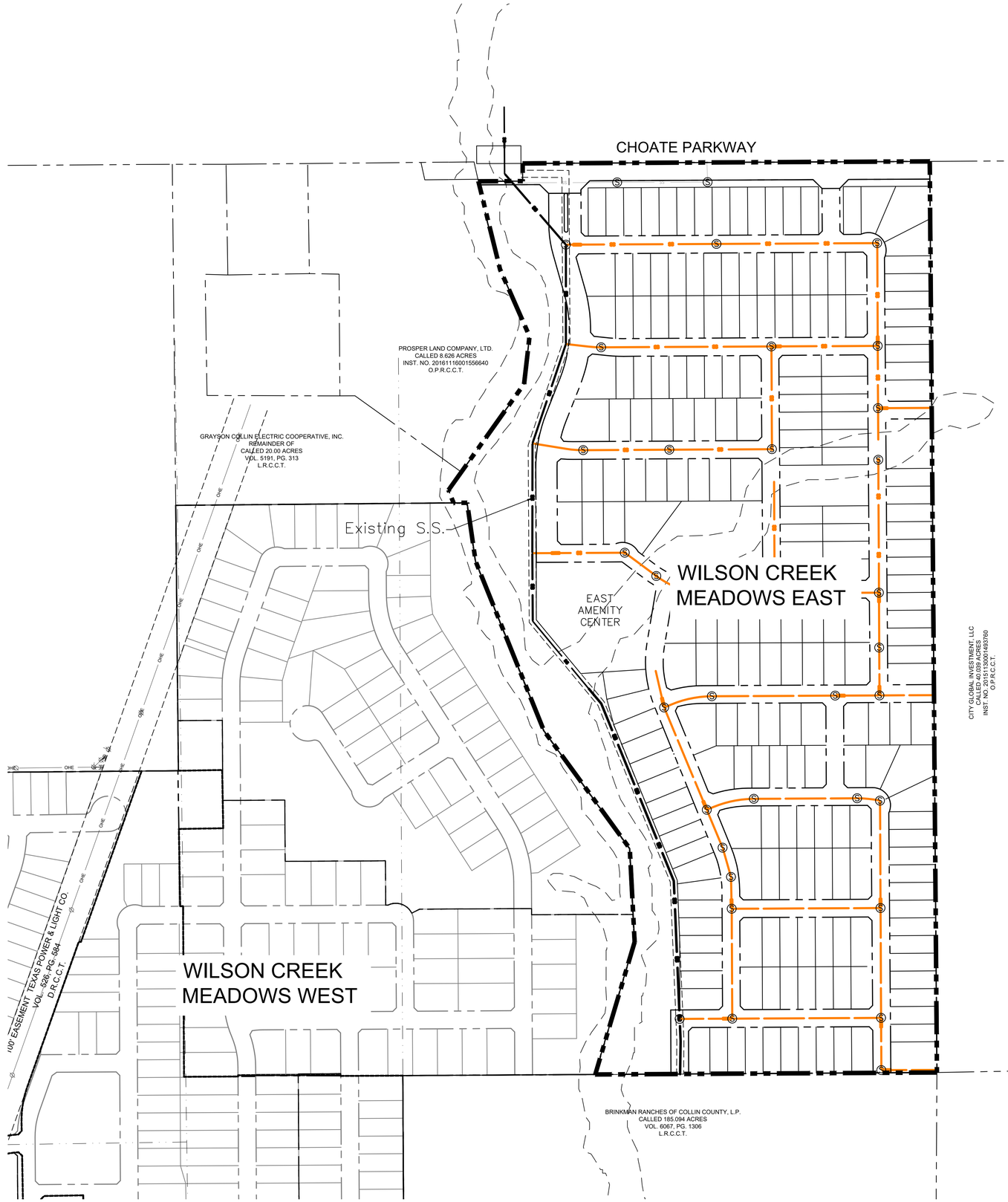
Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)



GRAPHIC SCALE IN FEET
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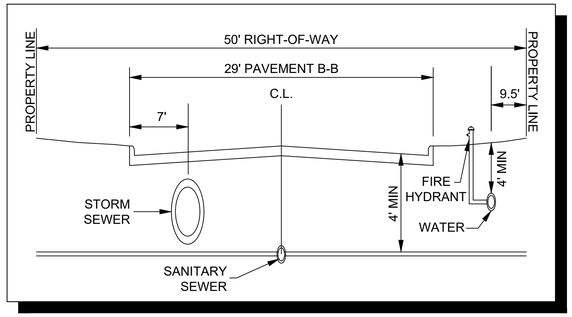
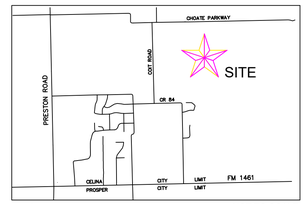
TYPICAL SEWER LOCATION





VICINITY MAP NOT TO SCALE

Wilson Creek Meadows East

EXHIBIT 9 - SEWER IMPROVEMENTS

±80.01 ACRE TRACT LOCATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT #1030 AND MCKENZIE WILHITE SURVEYS, ABSTRACTS #1008 & #1009, IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

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Kimley»Horn

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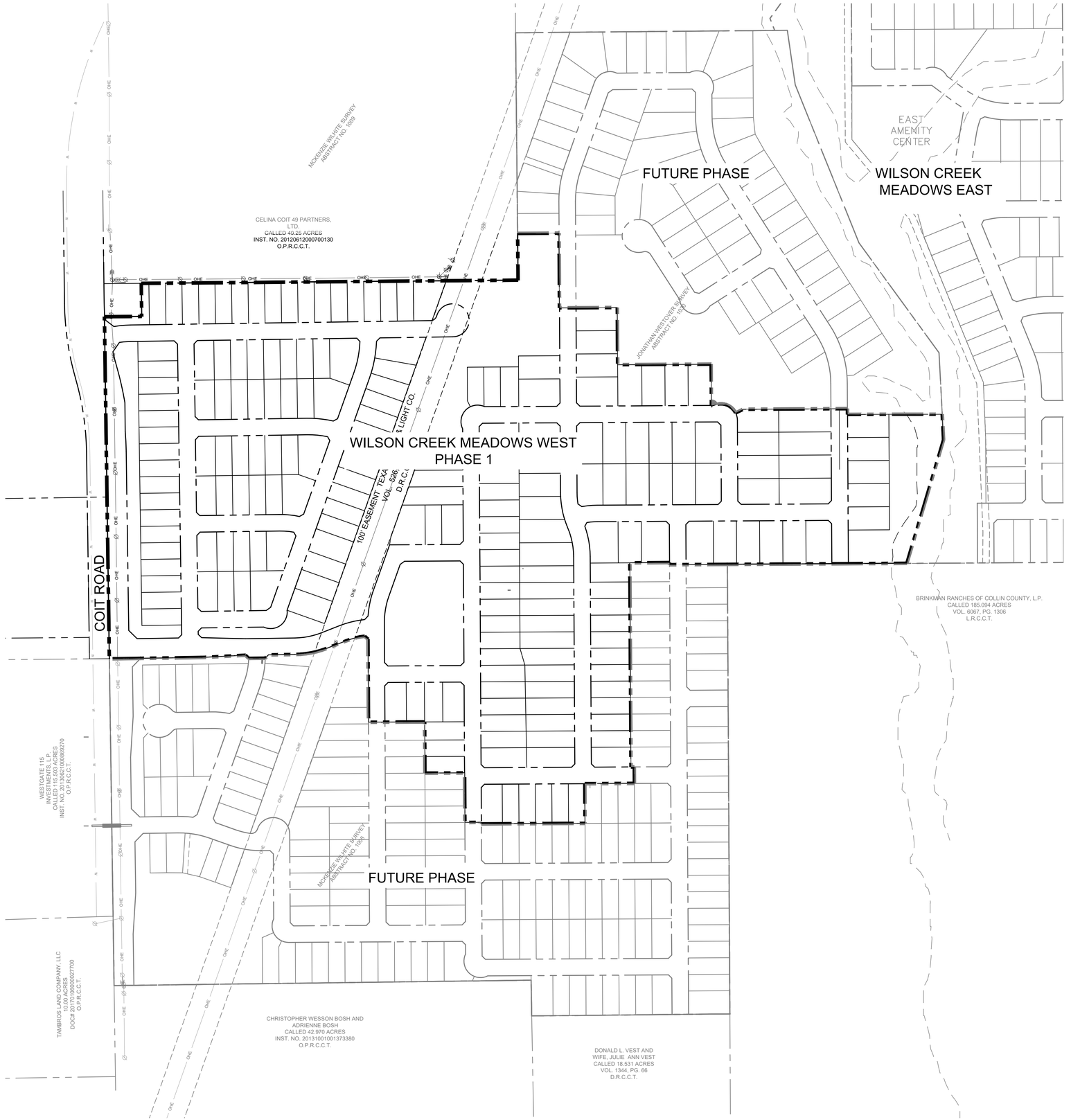
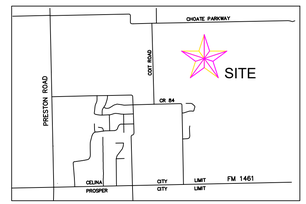
Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)





VICINITY MAP NOT TO SCALE

Wilson Creek Meadows West Phase 1

EXHIBIT 10 - MASTER PLAN

±80.01 ACRE TRACT LOCATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT #1030 AND MCKENZIE WILHITE SURVEYS, ABSTRACTS #1008 & #1009, IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

February 2021

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Kimley»Horn

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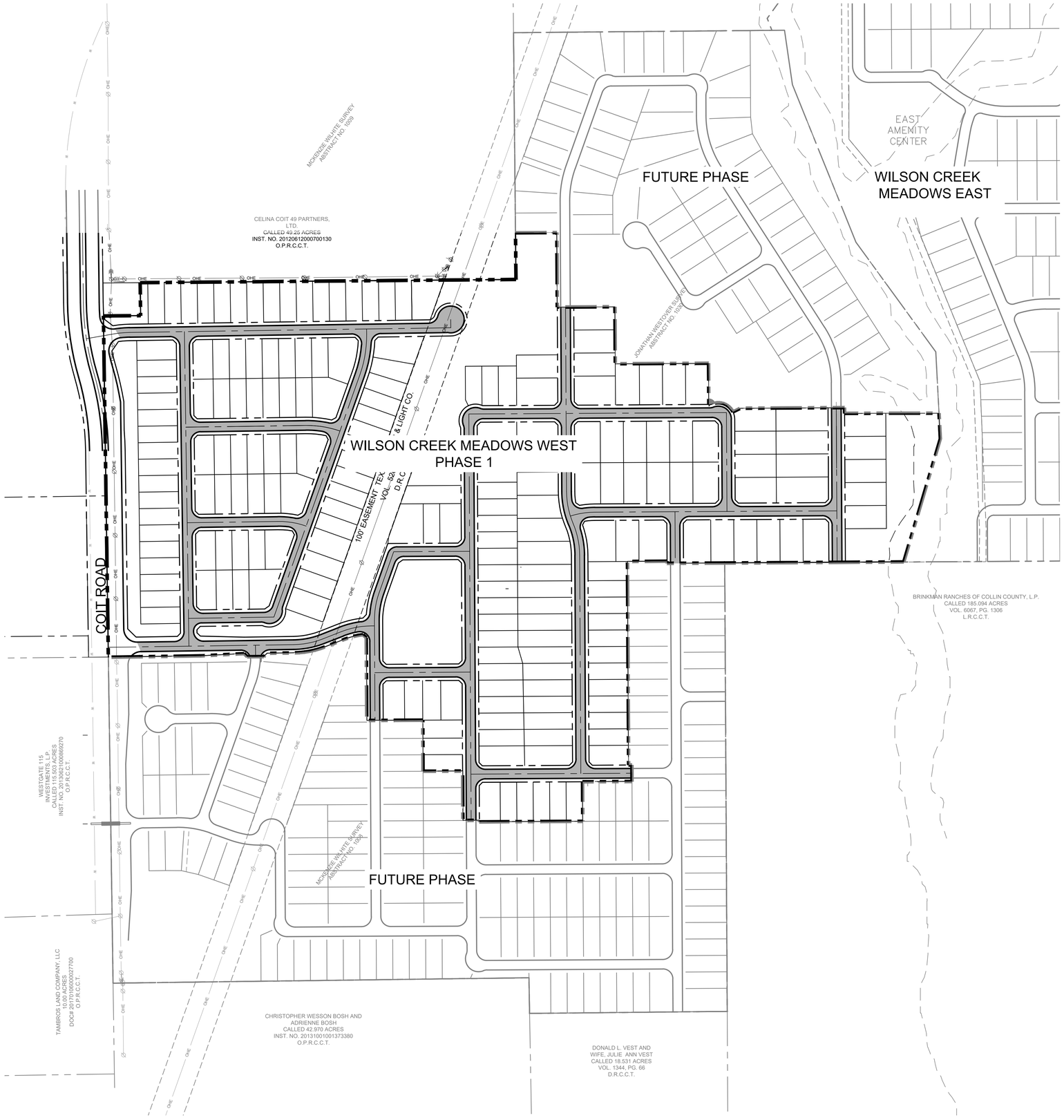

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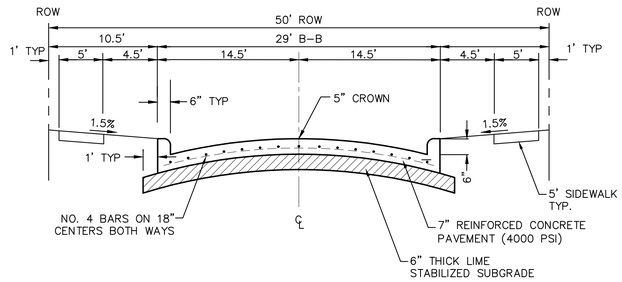
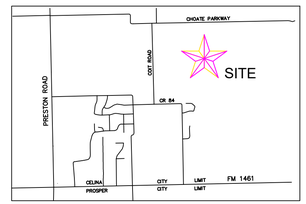


50' RESIDENTIAL STREET
NTS



VICINITY MAP
NOT TO SCALE

Wilson Creek Meadows West Phase 1

EXHIBIT 11 - ROAD IMPROVEMENTS

±80.01 ACRE TRACT LOCATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT #1030 AND MCKENZIE WILHITE SURVEYS, ABSTRACTS #1008 & #1009, IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

February 2021

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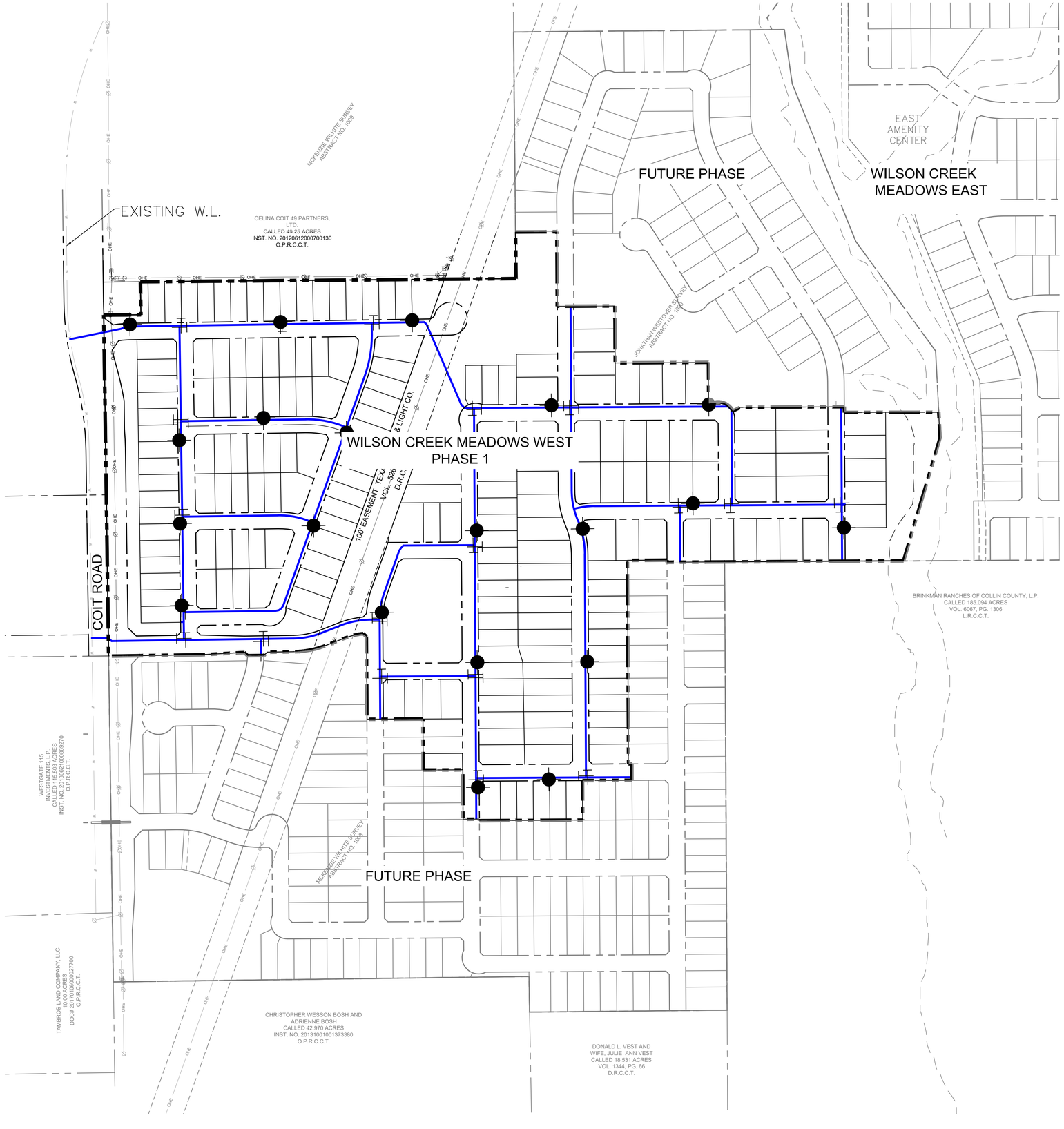
Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)



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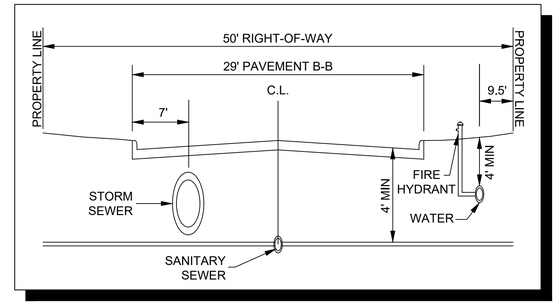
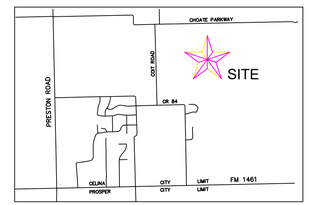
TYPICAL WATER LOCATION





VICINITY MAP NOT TO SCALE

Wilson Creek Meadows West Phase 1

EXHIBIT 12 - WATER IMPROVEMENTS

±80.01 ACRE TRACT LOCATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT #1030 AND MCKENZIE WILHITE SURVEYS, ABSTRACTS #1008 & #1009, IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

February 2021

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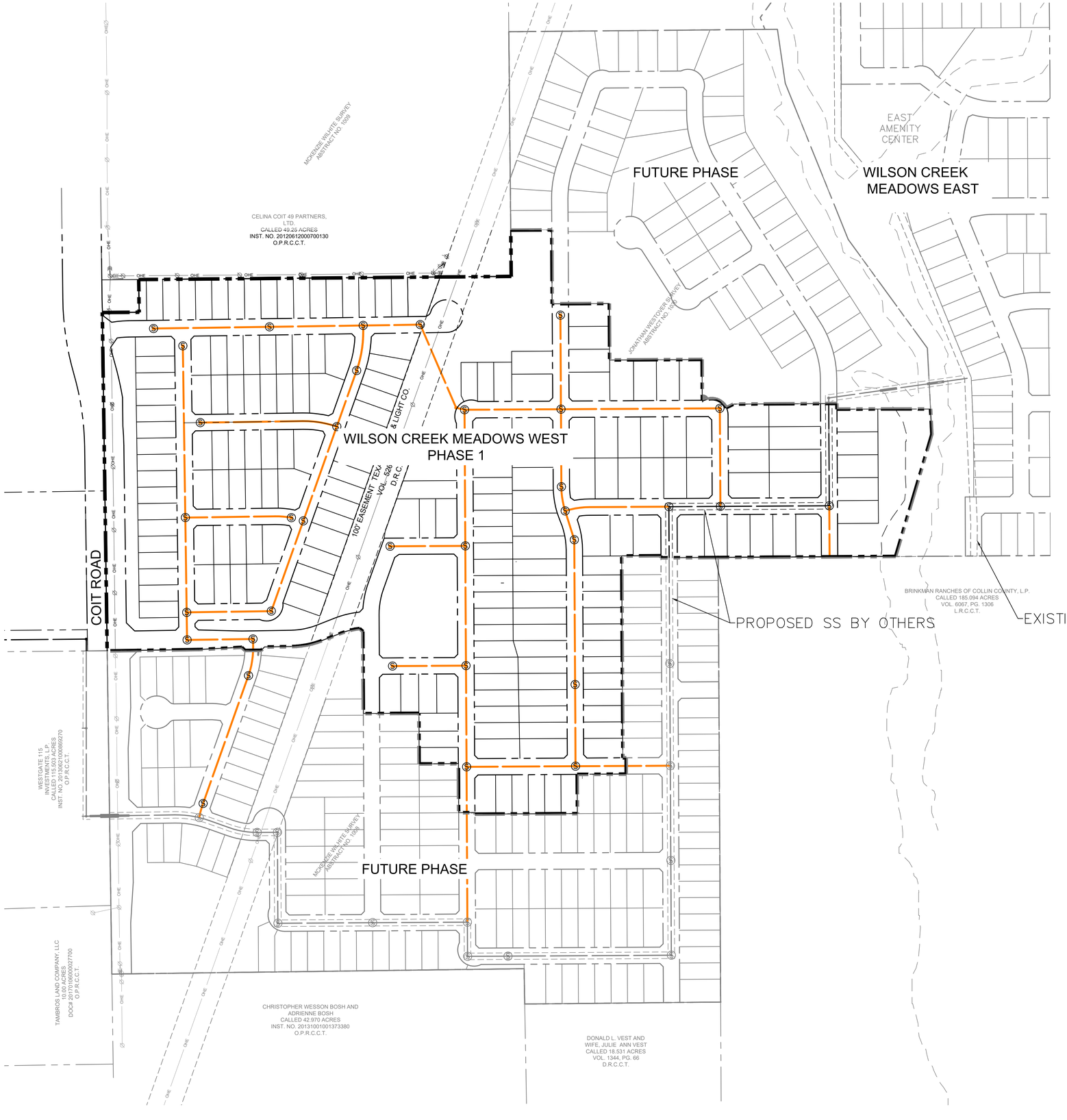
Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)



GRAPHIC SCALE IN FEET
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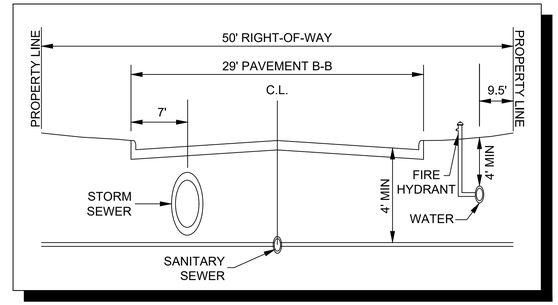
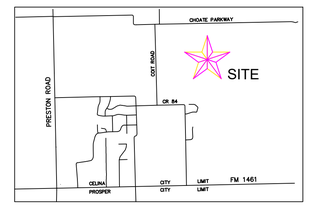
TYPICAL SEWER LOCATION





VICINITY MAP NOT TO SCALE

Wilson Creek Meadows West Phase 1

EXHIBIT 13 - SEWER IMPROVEMENTS

±80.01 ACRE TRACT LOCATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT #1030 AND MCKENZIE WILHITE SURVEYS, ABSTRACTS #1008 & #1009, IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

February 2021

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Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

APPENDIX D
LEGAL DESCRIPTION

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

LEGAL DESCRIPTION

185.8118 ACRES

BEING a tract of land situated in the McKenzie Wilhite Surveys, Abstract Numbers 1008 and 1009, the Jonathan Westover Survey, Abstract Number 1030 and the Coleman Watson Survey, Abstract Number 945, Collin County, Texas, and being all that called 60.971 acre tract of land conveyed to Celina Ownsby Coit, according to the document filed of record in Instrument Number 20180518000609810, all that called 105.79 acre tract of land conveyed to Celina Titus, LLC, according to the document filed of record in Instrument Number 20160401000388930 and all that called 19.048 acre tract of land conveyed to Celina Ownsby Coit, LLC, according to the document filed of record in Instrument Number 20180816001026240, all being from the Official Public Records Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at the northwest corner of that tract of land conveyed to Christopher Wesson Bosh and Adrienne Bosh, according to the document filed of record in Document Number 20131001001373380, Official Public Records Collin County, Texas, same being the southwest corner of said 60.971 acre tract, being located in the east line of that tract of land conveyed to Tambros Land Company, LLC, according to the document filed of record in Document Number 20170106000027700, Official Public Records Collin County, Texas, from which a "PK NAIL" found for witness in Collin County Road 86 bears North 03°49'24" West, 0.50 feet;

THENCE North 00°49'54" West, generally with said road, with the west line of the above mentioned 60.971 acre tract, a portion of the east line of said Tambros tract and passing at a distance of 210.00 feet a "PK NAIL" found for the northeast corner of said Tambros tract, same being common with the southeast corner of that tract of land conveyed to Westgate 115 Investors, L.P., according to the document filed of record in Document Number 20130621000869270, Official Public Records Collin County, Texas and continuing with the east line of said Westgate tract, same being common with the west line of said 60.971 acre tract for a total distance of 2024.54 feet to a "PK nail" set in said common line for the most westerly northwest corner of said 60.971 acre tract;

THENCE North 89°30'21" East, leaving said road and common line, over and across said 60.971 acre tract, a distance of 113.00 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for an interior "ell" corner of said 60.971 acre tract;

THENCE North 00°49'54" West, a distance of 100.00 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the most easterly northwest corner of said 60.971 acre tract and being in the south line of that tract of land conveyed to Celina Coit 49 Partners, LTD., according to the document filed of record in Document Number 20120612000700130, Official Public Records Collin County, Texas;

THENCE North 89°30'21" East, with said south line, same being common with the north line of said 60.971 acre tract, a distance of 1140.10 feet to a 1/2" iron rod found in the west line of the above mentioned 105.79 acre tract for the southeast corner of said Celina Coit 49 Partners tract and common northeast corner of the above mentioned 60.971 acre tract;

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

THENCE North 0°34'09" West, with the west line of said 105.79 acre tract same being the east line of said 49.25 acre tract, a distance of 748.86 feet to a 3/4 inch iron pipe found for the southerly northwest corner of said 105.79 acre tract, common to the southwest corner of a called 20.00 acre tract of land described in a deed to Grayson Collin Electric Cooperative, Inc., as recorded in Volume 5191, Page 313 of the Land Records of Collin County, Texas;

THENCE North 89°29'12" East, departing the easterly line of said 49.25 acre tract, along the northerly line of said 105.79 acre tract and the southerly line of said 20.00 acre tract, a distance of 783.89 feet to a point for the southeast corner of said 20.00 acre tract, common to an ell corner of said 105.79 acre tract, same being in the center of Wilson Creek;

THENCE North 21°13'48" West, along the westerly line of said 105.79 acre tract, the easterly line of said 20.00 acre tract, and along said creek, a distance of 38.95 feet to a point for corner;

THENCE North 35°29'12" East, continuing with the westerly line of said 105.79 acre tract and the easterly line of said 20.00 acre tract, along the easterly line of a called 8.626 acre tract of land described in a deed to Prosper Land Company, Ltd., as recorded in Instrument No. 20161116001556640 of the Official Public Records of Collin County, Texas, and continuing along said creek, a distance of 367.50 feet to a point for corner;

THENCE continuing with the westerly line of said 105.79 acre tract and the easterly line of said 8.626 acre tract, with the westerly line of aforesaid southeastern 0.172 acre tract, the easterly line of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2383, Page 570 of the Deed Records of Collin County, Texas (described as the southwestern 0.172 acre tract from hereon), and continuing along said creek, the following courses:

North 06°29'12" East, a distance of 135.40 feet to a point for corner;

North 23°45'48" West, a distance of 206.30 feet to a point for corner;

North 14°59'48" West, a distance of 136.00 feet to a point for corner;

North 12°30'48" West, a distance of 119.98 feet to a point for corner;

THENCE North 89°42'50" East, leaving said creek, a distance of 125.00 feet to a point for corner;

THENCE North 0°17'10" West, a distance of 50.00 feet to a point for corner in the above mentioned County Road Number 88;

THENCE North 89°42'50" East, along said County Road, a distance of 1148.86 feet to a railroad spike found in said road for the northeast corner of the above mentioned 105.79 acre tract, same being the common northwest corner of a called 40.039 acre tract of land described in a deed to City Global Investment, LLC, as recorded in Instrument No. 20151130001493760 of the Official Public Records of Collin County, Texas and being on the south line of a called 317.729 acre tract of land described in

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

a deed to Belknap FP, Ltd., as recorded in Volume 4288, Page 156 of the Land Records of Collin County, Texas;

THENCE South 00°27'04" East, leaving said County Road 88, with the east line of said 105.79 acre tract and the west line of said 40.039 acre tract, a distance of 2571.21 feet to the southeast corner of said 105.79 acre tract, same being common with the southwest corner of said 40.039 acre tract and being on the northerly line of a called 185.094 acre tract of land described in a deed to Brinkman Ranches of Collin County, L.P., as recorded in Volume 6067, Page 1306 of the Land Records of Collin County, Texas, from which a 1/2 inch iron rod found for witness bears South 05°02; West, 0.2 foot;

THENCE South 89°39'55" West, with the south line of said 105.79 acre tract, and generally along a fence, a distance of 1507.18 feet to a 3/4 inch iron pipe found for the northeast corner of the above mentioned 19.048 acre tract, same being common with the northwest corner of a called 185.094 acre tract of land conveyed to Brinkman Ranches of Collin County, L.P., according to the document filed of record in Volume 6067, Page 1306 of the Land Records of Collin County, Texas;

THENCE South 00°19'07" East, leaving the south line of said 105.79 acre tract, with the east line of said 19.048 acre tract, same being common with the west line of said 185.094 acre tract and generally along a fence, a distance of 1360.48 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for the southeast corner of said 19.048 acre tract and common northeast corner of a called 18.531 acre tract of land described in a deed to Donald L. Vest and wife, Julie Ann Vest, as recorded in Volume 1344, Page 66 of the Deed Records of Collin County, Texas;

THENCE South 89°24'52" West, along the south line of said 19.048 acre tract and common north line of said 18.531 acre tract, generally along a fence, a distance of 599.52 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set in the east line of the above mentioned Christopher Wesson Bosh and Adrienne Bosh tract, for the southwest corner of said 19.048 acre tract and being common with the northwest corner of said 18.531 acre tract;

THENCE North 1°01'45" West, with said east line, same being common with the west line of said 19.048 acre tract, a distance of 108.16 feet to a 5/8” iron rod with plastic cap stamped “KHA” found in said west line for the northeast corner of said Christopher Wesson Bosh and Adrienne Bosh tract, same being common with the southeast corner of the above mentioned 60.971 acre tract;

THENCE South 89°15'31" West, leaving said west line, with the north line of said Christopher Wesson Bosh and Adrienne Bosh tract, same being the common south line of said 60.971 acre tract, a distance of 1261.77 feet to the **POINT OF BEGINNING** and containing 8,093,961 square feet or 185.8118 acres of land, more or less.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

APPENDIX E
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

Appendix E

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 70 feet.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

A) Proposed Development

Table E-1 shows the proposed residential units to be developed within the PID.

Table E-1
Proposed Development within the PID

Description	Proposed Development	
70 Ft Lots	52	Units
60 Ft Lots	115	Units
50 Ft Lots	485	Units
Total	**652**	**Units**

Table E-2 below shows the proposed residential units within Improvement Area #1.

Table E-2
Proposed Development – Improvement Area #1

Description	Proposed Development	
70 Ft Lots	52	Units
60 Ft Lots	56	Units
50 Ft Lots	326	Units
Total	**434**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Improvements to be financed under the Reimbursement Agreement shall be allocated to the Improvement Area #1 Assessed Property by spreading the entire Assessment across the Parcels of Improvement Area #1 Assessed Property based on the estimated Equivalent Units.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Improvement Area #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., 70 Ft, 60 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 (70 Ft Lots) representing the highest value to Lot Type 3 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table E-3 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 (70 Ft Lots) to 1.0.

Table E-3
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (70 Ft Lot)	$365,000	1.00 per dwelling unit
Lot Type 2 (60 Ft Lot)	$350,000	0.96 per dwelling unit
Lot Type 3 (50 Ft Lot)	$335,000	0.92 per dwelling unit

The total estimated Equivalent Units for Improvement Area #1 are shown in Table E-4 below as calculated based on the Equivalent Unit factors shown in Table E-3 above, estimated Lot Types and number of units estimated to be built within Improvement Area #1.

Table E-4
Estimated Equivalent Units - Improvement Area #1

Lot Type	Planned No. of Units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft Lot)	52	1.00	52.00
Lot Type 2 (60 Ft Lot)	56	0.96	53.70
Lot Type 3 (50 Ft Lot)	326	0.92	299.21
Total	**434**		**404.90**

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

C) Allocation of Assessments to Lots within Improvement Area #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the obligation under the Reimbursement Agreement for the Improvement Area #1 Improvements, which represents the total Assessment to be allocated on all Parcels within Improvement Area #1, is $12,864,000 As shown in Table E-4, there are a total of 404.90 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of $31,770.49.

The Assessment per dwelling unit or acre is calculated as the product of (i) $31,770.49 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is $31,770.49 (i.e. $31,770.49 × 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $30,464.85 (i.e. $31,770.49 × 0.96). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $29,159.21 (i.e. $31,770.49 × 0.92). Table E-5 below sets forth the Assessment per dwelling unit for each Lot Type in Improvement Area #1.

Table E-5
Assessment Per Unit – Improvement Area #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (70 Ft Lot)	52	$31,770.49	1.00	$31,770.49	per dwelling unit	$1,652,065
Lot Type 2 (60 Ft Lot)	56	$31,770.49	0.96	$30,464.85	per dwelling unit	$1,706,032
Lot Type 3 (50 Ft Lot)	326	$31,770.49	0.92	$29,159.21	per dwelling unit	$9,505,903
Total	**434**					**$12,864,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-6 below.

Table E-6
Projected Leverage – Improvement Area #1

Description	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)
70 Ft Lots	52	$90,000	$365,000	$31,770	2.83	11.49
60 Ft Lots	56	$80,000	$350,000	$30,465	2.63	11.49
50 Ft Lots	326	$71,250	$335,000	$29,159	2.44	11.49

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 unit is shown in Table E-7 on the following page.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

Table E-7
Estimated Tax Rate Equivalent per unit – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
70 Ft Lots	52	$90,000	$365,000	$2,007	$2.23	$0.55
60 Ft Lots	56	$80,000	$350,000	$1,925	$2.41	$0.55
50 Ft Lots	326	$71,250	$335,000	$1,842	$2.59	$0.55

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

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

APPENDIX F
HOMEBUYER DISCLOSURE

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wilson Creek Meadows Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF Collin §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

APPENDIX G
PROPOSED IMPROVEMENT AREA #1 ASSESSMENT ROLL

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

Appendix G-1
Proposed Improvement Area #1 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**404.90**
Assessment	**$12,864,000**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$247,000	$514,560	$51,285	$812,845
2	$255,000	$504,680	$53,165	$812,845
3	$264,000	$494,480	$54,365	$812,845
4	$273,000	$483,920	$55,925	$812,845
5	$282,000	$473,000	$57,845	$812,845
6	$292,000	$461,720	$59,125	$812,845
7	$302,000	$450,040	$60,805	$812,845
8	$313,000	$437,960	$61,885	$812,845
9	$324,000	$425,440	$63,405	$812,845
10	$335,000	$412,480	$65,365	$812,845
11	$347,000	$399,080	$66,765	$812,845
12	$360,000	$385,200	$67,645	$812,845
13	$372,000	$370,800	$70,045	$812,845
14	$386,000	$355,920	$70,925	$812,845
15	$400,000	$340,480	$72,365	$812,845
16	$414,000	$324,480	$74,365	$812,845
17	$429,000	$307,920	$75,925	$812,845
18	$445,000	$290,760	$77,085	$812,845
19	$461,000	$272,960	$78,885	$812,845
20	$478,000	$254,520	$80,325	$812,845
21	$496,000	$235,400	$81,445	$812,845
22	$515,000	$215,560	$82,285	$812,845
23	$534,000	$194,960	$83,885	$812,845
24	$554,000	$173,600	$85,245	$812,845
25	$574,000	$151,440	$87,405	$812,845
26	$596,000	$128,480	$88,365	$812,845
27	$618,000	$104,640	$90,205	$812,845
28	$641,000	$79,920	$91,925	$812,845
29	$666,000	$54,280	$92,565	$812,845
30	$691,000	$27,640	$94,205	$812,845
Total	**$12,864,000**	**$9,326,320**	**$2,195,030**	**$24,385,350**

1 – The interest is calculated assuming an estimated 4.00% interest rate on the obligations under the Reimbursement Agreement for the Improvement Area #1 Improvements and will be updated at the time of levy.
2 – Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

Appendix G-2
Proposed Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (70 Ft)**
Assessment	**1.00**
Equivalent Unit	**$31,770**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$610	$1,271	$127	$2,007
2	$630	$1,246	$131	$2,007
3	$652	$1,221	$134	$2,007
4	$674	$1,195	$138	$2,007
5	$696	$1,168	$143	$2,007
6	$721	$1,140	$146	$2,007
7	$746	$1,111	$150	$2,007
8	$773	$1,082	$153	$2,007
9	$800	$1,051	$157	$2,007
10	$827	$1,019	$161	$2,007
11	$857	$986	$165	$2,007
12	$889	$951	$167	$2,007
13	$919	$916	$173	$2,007
14	$953	$879	$175	$2,007
15	$988	$841	$179	$2,007
16	$1,022	$801	$184	$2,007
17	$1,060	$760	$188	$2,007
18	$1,099	$718	$190	$2,007
19	$1,139	$674	$195	$2,007
20	$1,181	$629	$198	$2,007
21	$1,225	$581	$201	$2,007
22	$1,272	$532	$203	$2,007
23	$1,319	$481	$207	$2,007
24	$1,368	$429	$211	$2,007
25	$1,418	$374	$216	$2,007
26	$1,472	$317	$218	$2,007
27	$1,526	$258	$223	$2,007
28	$1,583	$197	$227	$2,007
29	$1,645	$134	$229	$2,007
30	$1,707	$68	$233	$2,007
Total	**$31,770**	**$23,033**	**$5,421**	**$60,225**

1 – The interest is calculated assuming an estimated 4.00% interest rate on the obligations under the Reimbursement Agreement for the Improvement Area #1 Improvements and will be updated at the time of levy.
2 – Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

Appendix G-3
Proposed Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Assessment	**0.96**
Equivalent Unit	**$30,465**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$585	$1,219	$121	$1,925
2	$604	$1,195	$126	$1,925
3	$625	$1,171	$129	$1,925
4	$647	$1,146	$132	$1,925
5	$668	$1,120	$137	$1,925
6	$692	$1,093	$140	$1,925
7	$715	$1,066	$144	$1,925
8	$741	$1,037	$147	$1,925
9	$767	$1,008	$150	$1,925
10	$793	$977	$155	$1,925
11	$822	$945	$158	$1,925
12	$853	$912	$160	$1,925
13	$881	$878	$166	$1,925
14	$914	$843	$168	$1,925
15	$947	$806	$171	$1,925
16	$980	$768	$176	$1,925
17	$1,016	$729	$180	$1,925
18	$1,054	$689	$183	$1,925
19	$1,092	$646	$187	$1,925
20	$1,132	$603	$190	$1,925
21	$1,175	$557	$193	$1,925
22	$1,220	$510	$195	$1,925
23	$1,265	$462	$199	$1,925
24	$1,312	$411	$202	$1,925
25	$1,359	$359	$207	$1,925
26	$1,411	$304	$209	$1,925
27	$1,464	$248	$214	$1,925
28	$1,518	$189	$218	$1,925
29	$1,577	$129	$219	$1,925
30	$1,636	$65	$223	$1,925
Total	**$30,465**	**$22,087**	**$5,198**	**$57,750**

1 – The interest is calculated assuming an estimated 4.00% interest rate on the obligations under the Reimbursement Agreement for the Improvement Area #1 Improvements and will be updated at the time of levy.
2 – Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

Appendix G-4
Proposed Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Assessment	**0.92**
Equivalent Unit	**$29,159**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$560	$1,166	$116	$1,842
2	$578	$1,144	$121	$1,842
3	$598	$1,121	$123	$1,842
4	$619	$1,097	$127	$1,842
5	$639	$1,072	$131	$1,842
6	$662	$1,047	$134	$1,842
7	$685	$1,020	$138	$1,842
8	$709	$993	$140	$1,842
9	$734	$964	$144	$1,842
10	$759	$935	$148	$1,842
11	$787	$905	$151	$1,842
12	$816	$873	$153	$1,842
13	$843	$841	$159	$1,842
14	$875	$807	$161	$1,842
15	$907	$772	$164	$1,842
16	$938	$736	$169	$1,842
17	$972	$698	$172	$1,842
18	$1,009	$659	$175	$1,842
19	$1,045	$619	$179	$1,842
20	$1,083	$577	$182	$1,842
21	$1,124	$534	$185	$1,842
22	$1,167	$489	$187	$1,842
23	$1,210	$442	$190	$1,842
24	$1,256	$394	$193	$1,842
25	$1,301	$343	$198	$1,842
26	$1,351	$291	$200	$1,842
27	$1,401	$237	$204	$1,842
28	$1,453	$181	$208	$1,842
29	$1,510	$123	$210	$1,842
30	$1,566	$63	$214	$1,842
Total	**$29,159**	**$21,140**	**$4,976**	**$55,275**

1 – The interest is calculated assuming an estimated 4.00% interest rate on the obligations under the Reimbursement Agreement for the Improvement Area #1 Improvements and will be updated at the time of levy.
2 – Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on October 12, 2021, at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Improvement Area #1 of the Wilson Creek Meadows Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed Authorized Improvements to be undertaken at this time (the "Improvement Area #1 Improvements") include (i) roadway improvements; storm drainage improvements; water and wastewater system improvements; and other similar improvement projects; (ii) payments 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 within the District. .

The total costs of the Improvement Area #1 Improvements, including administrative costs and the costs of issuing bonds, is $13,386,070.

The boundaries of the District include approximately 185.8118 acres of land generally located north of Collin County Road 84, south of Collin County Road 88, east of Collin County Road 86, and west of F.M. 2478, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessments within Improvement Area #1 of the District will be considered at the public hearing.

A copy of the proposed Improvement Area #1 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Improvement Area #1 of the District that benefits from the Improvement Area #1 Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Attachment: Draft Resolution (Wilson Creek Meadows - PID Pre-SAP)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: September 14, 2021
Re: Louisiana Water Line Phase 1B ROW/Easements

Action Requested:
Consider and act to authorize an agreement for engineering services for the coordination of easements and ROW for Louisiana Water Line Phase 1B with Specialty Land Services, LLC., in an amount not to exceed $51,400.00. (Berry)

Background Information:
Services include the coordination of the purchase of easements and/or right of way for Louisiana water line Phase 1B. The agreement including the fee schedule is attached.

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

Alternatives:
Council may reject the authorization and direct staff.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Work Order

Authentisign ID: 9BB19782-546D-4DFC-824F-4782F6FFE032

Life Connected.

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** _____

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

Consultant:	Specialty Land Services LLC		
Consultant Project #:	XXXXXX		
Project Name:	LOUISIANA DR (BUS 289) 18-INCH WATER LINE - PHASE 1B		
Purchase Order#		**Project #(s)**	W39

INVOICE SUBMITTAL

Billing Period:	7/6/2021
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Louisiana Waterline Easements Phase 1B and Appraisal(s)**
2. **Compensation:** **$51,400 – Cost breakdown attached as Exhibit B**
3. **Timeline:** **N/A**

Attachment: Work Order - Speciality Land Services (Louisiana Waterline Phase 1B W39)

Authentisign ID: 9BB19782-546D-4DFC-824F-4782F6FFE032

ACCEPTANCE:

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

CITY OF CELINA	**CONSULTANT**
	Authentisign Buddy Minett 7/9/2021 5:37:32 PM GMT
	Signature
	Buddy Minett
Dawn Berry, Purchasing Manager	Buddy Minett – President
	07/09/2021
Date	Date

Attachment: Work Order - Speciality Land Services (Louisiana Waterline Phase 1B W39)

Authentisign ID: 9BB19782-546D-4DFC-824F-4782F6FFE032

Exhibit B
Easement/ROW Parcel List

Celina	W39 Louisiana Waterline Phase 1B	1	Water easement w/ TCE	95 Land Partners	$2,500
Celina	W39 Louisiana Waterline Phase 1B	2	Water easement w/ TCE	Aloha Village	$2,500
Celina	W39 Louisiana Waterline Phase 1B	3	Water easement w/ TCE	Anzualda	$2,500
Celina	W39 Louisiana Waterline Phase 1B	4	Water easement w/ TCE	FCS	$2,500
Celina	W39 Louisiana Waterline Phase 1B	5	Water easement w/ TCE	GBT Celina 10	$2,500
Celina	W39 Louisiana Waterline Phase 1B	6	Water easement w/ TCE	Govea	$2,500
Celina	W39 Louisiana Waterline Phase 1B	7	Water easement w/ TCE	Harper	$2,500
Celina	W39 Louisiana Waterline Phase 1B	8	Water easement w/ TCE	Kay O'Brien	$2,500
Celina	W39 Louisiana Waterline Phase 1B	9	Water easement w/ TCE	Marinko Living Trust	$2,500
Celina	W39 Louisiana Waterline Phase 1B	10	Water easement w/ TCE	Quest	$2,500
Celina	W39 Louisiana Waterline Phase 1B	11	Water easement w/ TCE	Richard O'Brien	$2,500
Celina	W39 Louisiana Waterline Phase 1B	12	Water easement w/ TCE	Selvamani	$2,500
Celina	W39 Louisiana Waterline Phase 1B	13	Water easement w/ TCE	Vision & Structure LLC	$2,500
Celina	W39 Louisiana Waterline Phase 1B	14	Water easement w/ TCE	Willard	$2,500
Celina	W39 Louisiana Waterline Phase 1B		Appraisal	1	$4,100
Celina	W39 Louisiana Waterline Phase 1B		Appraisal	2	$4,100
Celina	W39 Louisiana Waterline Phase 1B		Appraisal	3	$4,100
Celina	W39 Louisiana Waterline Phase 1B		Appraisal	4	$4,100
				Total	$51,400

Attachment: Work Order - Speciality Land Services (Louisiana Waterline Phase 1B W39)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: September 14, 2021
Re: CR 99 Waterline Phase 2, Bid 2021-0086, W40

Action Requested:
Consider and act to award bid 2021-0086 for the construction CR 99 Waterline (Louisiana Phase 2) at the unit prices listed to Four Star Excavating in an amount of $879,362.50 plus ten percent contingency in the amount of $87,936.25 for a total not to exceed $967,298.75 . (Berry)

Background Information:
On August 31, 2021, the City received responses to bid 2021-0086 for the Louisiana Waterline Phase 2. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred twenty-two vendors and plan rooms were notified. Two No-Bids and sixteen responses were received.

The construction includes approximately 4,465 linear feet of 18 inch water pipe with appurtenances to be installed along CR 99/GA Moore Parkway.

An initial review was conducted by Purchasing. Additional review was conducted by the Engineer of Record. All reviewers recommend the apparent low bidder.

The contract period is for 95 calendar days.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available through bond funds and will be tracked in project W40. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Standard contract documents have been used and previously reviewed.

Supporting Documents:
Tab Sheet

Staff Recommendation:

Award Bid #2021-0086

Kimley»Horn

August 31, 2021

Scott Harper, PE
City of Celina
142 N Ohio St
Celina, TX 75009

RE: *Louisiana Phase 2 Water Lines*

Bid Event # - 2021-0086 Addendum 1

Dear Mr. Harper:

On August 31, 2021, the City of Celina received bids for the "Louisiana Phase 2 Water Lines" project. The following bids were received:

Bidder	Base Bid
Four Star Excavating	$879,362.50
Saber Development	$958,780.00
ANA Site Construction	$972,446.50
Dickerson Construction Company	$972,645.00
WillCo Underground (Osmus)	$973,580.00
Wilson Contractor Services, LLC	$1,005,898.80
Quality Excavation, LLC	$1,031,647.00
Canary Construction, Inc.	$1,065,570.00
A&M Construction and Utilities	$1,128,600.00
Blackrock Construction	$1,180,384.00
GRod Construction, LLC	$1,208,065.00
Maya Underground Contractors	$1,217,673.00
Interstate Pipeline Utility Company	$1,256,232.50
Dowager Utility Construction, Ltd.	$1,305,520.00
Joe Funk Construction, Inc.	$1,364,331.10
Timco Blasting and Coatings, Inc.	$1,463,957.00

It appears that Four Star Excavating is the lowest responsive bidder to the project. Kimley-Horn and Associates, Inc. has reviewed the lowest bidder's qualifications. Based on this review and the bids received, Kimley-Horn recommends award of the construction contract to Four Star Excavating.

Enclosed is a copy of the bid tabulation for your reference. Thank you for the opportunity to be of service to the City of Celina.

Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Todd Strouse, P.E.

kimley-horn.com | 260 East Davis Street, Suite 100, McKinney, TX 75069 | 469-301-2580

Attachment: Recommendation / Tab Sheet (CR 99 Water Line W40 (Louisiana Phase 2))

				FOUR STAR EXCAVATING		Saber Development		ANA Site Construction		Dickerson Construction Company Inc.		WillCo Underground		Wilson Contractor Services, LLC		Quality Excavation, LLC		Canary Construction, Inc.		A&M Construction and Utilities INC		Blackrock Construction (BRCT, LLC)		GRod Construction, LLC		Maya Underground Contractors LLC		TATE PIPELINE UTILITY CONSTRUCTIO		Dowager Utility Construction, Ltd		Joe Funk Construction, Inc.		Timco Blasting and Coatings, Inc	
				Total Price	$879,362.50	Total Price	$958,780.00	Total Price	$972,446.50	Total Price	$972,645.00	Total Price	$973,580.00	Total Price	$1,005,898.80	Total Price	$1,031,647.00	Total Price	$1,065,570.00	Total Price	$1,128,600.00	Total Price	$1,180,384.00	Total Price	$1,208,065.00	Total Price	$1,217,673.00	Total Price	$1,256,232.50	Total Price	$1,305,520.00	Total Price	$1,364,331.10	Total Price	$1,463,957.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Clearing & Grubbing	1	LS	$33,100.00	$33,100.00	$6,000.00	$6,000.00	$34,245.00	$34,245.00	$23,000.00	$23,000.00	$30,000.00	$30,000.00	$50,970.00	$50,970.00	$19,000.00	$19,000.00	$40,000.00	$40,000.00	$10,000.00	$10,000.00	$47,290.00	$47,290.00	$50,000.00	$50,000.00	$58,902.00	$58,902.00	$4,000.00	$4,000.00	$25,000.00	$25,000.00	$66,300.00	$66,300.00	$5,000.00	$5,000.00
2	Polyvinyl Chloride Pipe (PVC), 12" dia., C900, DR 18	25	LF	$107.00	$2,675.00	$150.00	$3,750.00	$157.00	$3,925.00	$200.00	$5,000.00	$90.00	$2,250.00	$213.61	$5,340.25	$281.00	$7,025.00	$115.00	$2,875.00	$145.00	$3,625.00	$155.00	$3,875.00	$188.00	$4,700.00	$261.00	$6,525.00	$247.00	$6,175.00	$140.00	$3,500.00	$163.19	$4,079.75	$200.00	$5,000.00
3	Polyvinyl Chloride Pipe (PVC), 18" dia., C900, DR 18	4105	LF	$108.50	$445,392.50	$130.00	$533,650.00	$114.00	$467,970.00	$125.00	$513,125.00	$124.00	$509,020.00	$121.24	$497,690.20	$131.00	$537,755.00	$145.00	$595,225.00	$149.00	$611,645.00	$164.00	$673,220.00	$153.00	$628,065.00	$150.00	$615,750.00	$173.00	$710,165.00	$178.00	$730,690.00	$163.19	$669,894.95	$205.00	$841,525.00
4	Polyvinyl Chloride Pipe (PVC), 18" dia., C900, DR 18 - Installed in Casing Pipe	360	LF	$89.00	$32,040.00	$165.00	$59,400.00	$155.00	$55,800.00	$150.00	$54,000.00	$90.00	$32,400.00	$147.60	$53,136.00	$158.00	$56,880.00	$145.00	$52,200.00	$181.00	$65,160.00	$175.00	$63,000.00	$194.00	$69,840.00	$221.25	$79,650.00	$182.00	$65,520.00	$190.00	$68,400.00	$216.08	$77,788.80	$204.00	$73,440.00
5	30" Steel Casing (Installed by Bore)	75	LF	$483.00	$36,225.00	$600.00	$45,000.00	$625.00	$46,875.00	$440.00	$33,000.00	$700.00	$52,500.00	$472.03	$35,402.25	$600.00	$45,000.00	$450.00	$33,750.00	$570.00	$42,750.00	$700.00	$52,500.00	$708.00	$53,100.00	$653.00	$48,975.00	$808.00	$60,600.00	$800.00	$60,000.00	$990.00	$74,250.00	$618.00	$46,350.00
6	30" Steel Casing (Installed by Open Cut)	180	LF	$212.00	$38,160.00	$200.00	$36,000.00	$210.00	$37,800.00	$200.00	$36,000.00	$200.00	$36,000.00	$269.42	$48,495.60	$230.00	$41,400.00	$250.00	$45,000.00	$280.00	$50,400.00	$240.00	$43,200.00	$211.00	$37,980.00	$207.00	$37,260.00	$309.00	$55,620.00	$280.00	$50,400.00	$300.00	$54,000.00	$328.00	$59,040.00
7	Trench Safety	4310	LF	$1.00	$4,310.00	$2.00	$8,620.00	$0.65	$2,801.50	$2.00	$8,620.00	$1.00	$4,310.00	$0.65	$2,801.50	$0.20	$862.00	$2.00	$8,620.00	$2.00	$8,620.00	$0.40	$1,724.00	$3.00	$12,930.00	$1.10	$4,741.00	$7.25	$31,247.50	$3.00	$12,930.00	$7.20	$31,032.00	$10.00	$43,100.00
8	12" Gate Valve	5	EA	$2,700.00	$13,500.00	$3,000.00	$15,000.00	$3,750.00	$18,750.00	$3,000.00	$15,000.00	$5,000.00	$25,000.00	$3,175.00	$15,875.00	$3,000.00	$15,000.00	$2,500.00	$12,500.00	$3,500.00	$17,500.00	$3,200.00	$16,000.00	$3,700.00	$18,500.00	$4,145.00	$20,725.00	$3,135.00	$15,675.00	$3,000.00	$15,000.00	$3,180.00	$15,900.00	$3,833.00	$19,165.00
9	18" Gate Valve	11	EA	$16,100.00	$177,100.00	$15,000.00	$165,000.00	$19,380.00	$213,180.00	$15,000.00	$165,000.00	$16,000.00	$176,000.00	$16,590.00	$182,490.00	$17,500.00	$192,500.00	$16,000.00	$176,000.00	$18,000.00	$198,000.00	$15,800.00	$173,800.00	$17,900.00	$196,900.00	$16,630.00	$182,930.00	$14,375.00	$158,125.00	$18,000.00	$198,000.00	$19,164.00	$210,804.00	$21,000.00	$231,000.00
10	Fire Hydrant Assembly	9	EA	$6,000.00	$54,000.00	$6,500.00	$58,500.00	$7,080.00	$63,720.00	$7,250.00	$65,250.00	$8,000.00	$72,000.00	$7,395.00	$66,555.00	$7,450.00	$67,050.00	$5,200.00	$46,800.00	$6,600.00	$59,400.00	$7,550.00	$67,950.00	$8,100.00	$72,900.00	$11,272.00	$101,448.00	$10,670.00	$96,030.00	$9,000.00	$81,000.00	$8,342.40	$75,081.60	$9,323.00	$83,907.00
11	Connect to Existing Water Line	4	EA	$3,200.00	$12,800.00	$3,500.00	$14,000.00	$3,890.00	$15,560.00	$5,000.00	$20,000.00	$3,500.00	$14,000.00	$3,850.00	$15,400.00	$5,510.00	$22,040.00	$4,000.00	$16,000.00	$3,000.00	$12,000.00	$4,000.00	$16,000.00	$5,700.00	$22,800.00	$8,888.00	$35,552.00	$7,250.00	$29,000.00	$6,000.00	$24,000.00	$4,200.00	$16,800.00	$2,400.00	$9,600.00
12	Grass Seed	11100	SY	$1.80	$19,980.00	$0.60	$6,660.00	$0.40	$4,440.00	$1.50	$16,650.00	$1.00	$11,100.00	$1.53	$16,983.00	$1.35	$14,985.00	$2.00	$22,200.00	$3.00	$33,300.00	$0.75	$8,325.00	$2.50	$27,750.00	$1.25	$13,875.00	$0.75	$8,325.00	$2.00	$22,200.00	$4.80	$53,280.00	$1.30	$14,430.00
13	Sod	1800	SY	$5.60	$10,080.00	$4.00	$7,200.00	$4.10	$7,380.00	$10.00	$18,000.00	$5.00	$9,000.00	$8.20	$14,760.00	$6.75	$12,150.00	$8.00	$14,400.00	$9.00	$16,200.00	$7.50	$13,500.00	$7.00	$12,600.00	$6.30	$11,340.00	$8.75	$15,750.00	$8.00	$14,400.00	$8.40	$15,120.00	$18.00	$32,400.00

Attachment: Recommendation / Tab Sheet (CR 99 Water Line W40 (Louisiana Phase 2))

SECTION 00400

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **Four Star Excavating** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Celina
Louisiana Water Line – Phase 2
BID 2021-0086
PROJECT W40

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction project includes:

Approximately 4,465 LF of 18" water pipe with appurtenances to be installed along CR 99/GA Moore Parkway.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

Kimley-Horn
Todd Strouse, PE
260 East Davis Street
Suite 100
McKinney, TX 75069

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness or final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 8**0** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within ***95*** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified

Attachment: Agreement - Louisiana Phase 2 Final (CR 99 Water Line W40 (Louisiana Phase 2))

in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: $879,362.50

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the ***last*** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

Attachment: Agreement - Louisiana Phase 2 Final (CR 99 Water Line W40 (Louisiana Phase 2))

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;

Attachment: Agreement - Louisiana Phase 2 Final (CR 99 Water Line W40 (Louisiana Phase 2))

8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents 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.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

Attachment: Agreement - Louisiana Phase 2 Final (CR 99 Water Line W40 (Louisiana Phase 2))

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **September 14, 2021.**

CITY OF CELINA, TEXAS	**CONTRACTOR.**
_____	_____
Jason Laumer, City Manager	
	_____
	Printed Name & Title
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **contracts@celina-tx.gov**	

EJCDC® C-400, Modified Bid Form for Construction Contract.
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Attachment: Agreement - Louisiana Phase 2 Final (CR 99 Water Line W40 (Louisiana Phase 2))

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: September 14, 2021
Re: 2021 Street Maintenance Change Order 4

Action Requested:
Consider and act to authorize Change Order 4 for additional work on the 2021 Street Maintenance to CR 134 (between CR 97 to DC Ranch Road with Reliable Paving, Inc., in an amount not to exceed $112,841.00 (Berry)

Background Information:
On April 13, 2021 Council authorized the award of Bid 2021-0069 for the 2021 Street Maintenance. The award was authorized and included ten percent contingency funds. Change Order 4, exceeds $50,000 and by statute requires Council authorization.

Alternatives:
Council may reject the change order and direct staff.

Financial Considerations:
Funding is available in the current project.

Legal Review:
N/A

Supporting Documents:
Change Order 4

Staff Recommendation:
Authorize Change Order 4

CITY OF CELINA

CHANGE ORDER # 4 **PO #** _____ **CONTRACT #** _____

BID/PROJECT NAME: 2021 Street Improvements

VENDOR NAME: Reliable Paving, Inc.

Item	Description		Amount	Days (+/-)
1.1	Prepare ROW - Traffic Control - for CR134 from Inter of CR 97 to DC Ranch Road	$	3,600.00	0
1.3	Cement Treated (FDR) Existing Roadway	$	58,235.00	
1.4	2" HMAC Type D	$	51,006.00	
4		$	-	
5		$	-	
6		$	-	
7		$	-	
8		$	-	
9		$	-	
10		$	-	
11		$	-	
12		$	-	
13		$	-	
14		$	-	
15		$	-	
16		$	-	
	Total Change	**$**	**112,841.00**	**0**

Change in Contract Price:	
Original Contract Price:	$1,385,561.17
Change Order #1	$98,187.00
Change Order #2	$83,589.00
Change Order #3	$16,829.13
Change Order #4	$112,841.00
Change Order #5	$0.00
New Contract Amount	$1,697,007.30
Precentage of Original Contract:	22.48%

Change in Contract Times:	
Original Number of Days:	120
Change Order 1	15
Change Order 2	15
Change Order 3	5
Change Order 4	15
Change order 5	
New Number of Days	170
New End Date:	

Please amend the PO by adding or deducting the following amounts to/from the funding sources listed here:

Account Number	Amount

APPROVAL: Contractor

Signature Contractor — Steven Lancaster - PM — Date: 7/23/2021

APPROVAL: City of Celina

Project Manager _____ Date _____ Director _____ Date _____

Inspector _____ Date _____ Town Manager _____ Date _____

FINANCE / PURCHASING

Is the change order amount over 25% of the original contract? ____ Yes ____ No

If yes, date of Council authorization (approval of new amount) _____ Date

Was a budget amendment form needed / submitted? ____ Yes ____ No

JE Date for budget transfer. _____ Date

Dawn Berry, Purchasing Agent _____ Date _____ Finance _____ Date _____

Attachment: CO 4 (2021 Street Maintenance CO4)

RELIABLE PAVING, INC.
BUSINESS BUILT ON INTEGRITY

PROPOSAL

1903 N. Peyco · Arlington, Texas 76001
Phone (817) 467-0779 · FAX (817) 467-9148

Proposal Number: 80485
Proposal Date: Jul 14, 2021
Page: 1

City of Celina
142 N. Ohio Street
Celina, TX 75009

City of Celina
2021 Street Maintenance Contract
Main, Arizona, Ash & Illinois
Celina, TX 75009

Description	Amount
Change Order Request for Additional work on CR 134, from Intersection of CR 97 to DC Ranch to be added to Contract No.021 - 0069 for 2021 Street maintenance	
Provide Traffic Control for this Location	3,600.00
8" Deep Stabilization of Existing pulverized Roadway with 26 # of Portland per SY, 4490 SY @ $12.97 / SY	58,235.00
2" Type D Hmac Surface, 449051006 SY @ $11.36 / SY	51,006.00
Based on Closing this section of road in half widths for duration of construction Request an additional 20 days be added to project Duration for this work	
Subtotal	112,841.0
Sales Tax	
TOTAL PROPOSAL AMOUNT	112,841.0

I. GENERAL TERMS

Unless Reliable and the customer have expressly agreed that a lump sum fixed price is to be paid, the customer understands that the above quoted sum and quantities are estimated only. If Reliable and the customer have not agreed to such a l customer agrees to pay Reliable based upon stated prices and actual work performed.
Payment is due immediately upon receipt of Reliable's invoice. If Reliable has agreed to the payment of progress draws, then these payments shall be made weekly based on the percentage of work completed by Reliable the previous week.
If the work performed by Reliable continues for more than one month, then the customer agrees to make payments on or before the 10th day of the month, based on the work performed in the prior month. Such payments shall be based on the e
All payments to Reliable Paving, Inc shall be made to 1903 N. Peyco Drive Arlington, TX 76001.
If the customer fails to remit payment by the due date, interest at the maximum rate allowed by law will accrue on the unpaid balance until the outstanding balance and interest are received by Reliable.
If Reliable is required to engage an attorney to collect amounts due hereunder, the customer shall be responsible for reasonable attorney's fees and the cost of collection.
The cost of City Permits (if applicable) are not included in the total cost and will be paid by the customer.

II.RESPONSIBILITES

Reliable Paving, Inc is dedicated to serving you, the customer. Accordingly, all work is to be completed in a workmanlike manner according to standard practices. However, there are certain situations for which Reliable will not be responsible. Reliable will not be responsible for any delays in the completion of work due to labor strikes, inclement weather, acts of God, or any other events beyond the control of Reliable. Reliable is not responsible for the consequences of soil expansion o informing Reliable of any conditions which might affect the work and Reliable shall not be liable for the consequences of undisclosed and/or unknown conditions.
The customer is responsible for the provision and maintenance of any necessary insurance.
The customer shall be responsible for locating, clearly identifying, and marking all buried utility lines and structures prior to Reliable beginning work. If the customer does clearly mark and identify all utility lines and structures, and Reliable damag assume the responsibility for any repair costs associated with fixing the damages. Through the acceptance of this proposal, the customer agrees to indemnify and to hold Reliable harmless for all claims, including reasonable attorney's fees incurr damages to any utility line or structure not clearly marked by the customer. Please note that the State of Texas provides free line location services. This is available by calling 1-877-778-8111 or visiting www.texas811.org <http://www.texas811.o made at least 72 hours prior to any excavation.
Waiver of Consumer Rights: By executing this contract, the customer agrees to waive his or her rights under the Deceptive Trade Practices-Consumer Protection Act, Section4. et seq., of the Texas Business & Commerce code.

III. COMPLETE AGREEMENT

Upon acceptance of this contract, Reliable and the customer agree and understand that this contract represents the full and complete agreement between the parties, including all terms and conditions set forth herein, and that no oral agreement supplement this contract in any way.

ACCEPTED, and ,made a part pf this agreement, on this date, the _____day of _____, 20____.

Reliable Paving, Inc. Steven Forrester, agent

Note: This proposal may be withdrawn by us if not accept within 15 days.

_____

_____

Attachment: CO 4 (2021 Street Maintenance CO4)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Cody Webb, Director of Parks and Recreation
Date: September 14, 2021
Re:

Action Requested:
Consider and act upon a resolution of the City Council of the City of Celina, Texas, as hereinafter referred to as "applicant," designating certain officials as being responsible for, acting for, and on behalf of the applicant in dealing with the Texas Parks and Wildlife department, hereinafter referred to as "department," for the purpose of participating in the local park grant program, hereinafter referred to as the "program"; certifying that the applicant is eligible to receive program assistance; certifying that the applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses. (Glasgow/Webb)

Background Information:
The City of Celina is submitting a second grant application to the Texas Parks and Wildlife department to fund the Old Celina Park Playground. The proposed project will construct an additional playground at Old Celina Park that will be designed for children from 8-13 years of age. The proposed playground equipment will challenge that age bracket to achieve a higher level of fitness, to improve coordination skills, and to redirect that age bracket from the existing playground to allow the current equipment to serve children from 4-8. The new playground will also incorporate elements that will allow for all physical abilities to utilize the equipment.

The proposed project will cost approximately $4,962,000. For the grant application, the major recreation equipment is approximately $1,500,000 of the project cost. The proposed grant is for $750,000 and will require a 50/50 match from the City of Celina.

Board Review/Citizen Input:
The project will be brought to the Parks Board for final approval before the project is started.

Alternatives:
Council could chose to direct staff to not proceed.

Financial Considerations:
The city will apply for approximately $750,000 in grant funds. The remainder of the construction cost is expected to come from a combination of park fees and bond funds.

Legal Review:
City Attorney has reviewed.

Supporting Documents:
See attached

Staff Recommendation:
Staff recommends approval of Resolution.

CITY OF CELINA, TEXAS

RESOLUTION NO. 21 -

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 Old Celina Park in the City of Celina for 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.

Attachment: Resolution_TPWD 2021 (Texas Parks & Wildlife Grant)

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of September, 2021.

_____

Sean Terry, Mayor

ATTEST:

_____

Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____

Lance Vanzant, City Attorney

Attachment: Resolution_TPWD 2021 (Texas Parks & Wildlife Grant)

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: September 14, 2021
Re: Homecoming Parade Road Closures

Action Requested:
Consider and act upon a resolution authorizing the execution of an agreement by and between the City of Celina and Texas Department of Transportation for the temporary closure of a portion of F.M. 455 between Arizona and Louisiana and the temporary closure of a portion of Louisiana between Elm and Maple for the purpose of holding the Celina Independent School District Homecoming parade; and providing an effective date. (Homecoming Parade Road Closure) (Jenks)

Background Information:
The Celina Homecoming parade is set for September 24th. This agreement is to authorize the City to close roads for this event and to enter into an agreement with TxDOT for the closure of a portion of State roads. It is proposed to close portions of F.M. 455 and Louisiana, both of which are TxDOT roads.

The parade will be from 2:00pm to 4:00pm on Friday September 24th and will use portions of Pecan, Ohio, Walnut, Colorado, Main, F.M. 455 and Louisiana.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Map of Parade Route
Proposed Resolution
Proposed Agreement with TxDOT

Staff Recommendation:

Attachment: Celina Homecoming Parade Route (Homecoming Parade Road Closures)

CITY OF CELINA, TEXAS

RESOLUTION 2021-__R

CONSIDER AND ACT UPON A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF CELINA AND TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF A PORTION OF F.M. 455 BETWEEN ARIZONA AND LOUISIANA AND THE TEMPORARY CLOSURE OF A PORTION OF LOUISIANA BETWEEN ELM AND MAPLE FOR THE PURPOSE OF HOLDING THE CELINA INDEPENDENT SCHOOL DISTRICT HOMECOMING PARADE;

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

WHEREAS, the City Council has determined that the Celina Homecoming Parade (the "Event") will utilize both City and State rights-of-way;

WHEREAS, the City has permission to utilize portions of City rights-of-way for the Event;

WHEREAS, the State of Texas (the "State") owns and operates a system of highways for public use and benefit within the City of Celina, Texas; and

WHEREAS, the 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four (4) hours;

WHEREAS, the City has determined that the Event will serve a public purpose by enhancing community development within the City and is consistent with its policy for community development;

WHEREAS, the City Council believes it to be in the best interest, safety and welfare of its citizens to close portions of F.M. 455 and Louisiana for purposes of holding the Celina Homecoming Parade; and

WHEREAS, the City in recognition of the public purpose for the Event wishes to cooperate with the State, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12.

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

Attachment: Road Closure Resolution for 2021 Homecoming (Homecoming Parade Road Closures)

Section 1: That the City Council of the City of Celina authorizes and approves the temporary closure of portions of F.M. 455 between Arizona and Oklahoma and Louisiana between Maple and Elm for the 2021 Celina High School Homecoming Parade. This closure shall be for the public purpose of holding the community event referenced herein.

Section 2: That approximate time period of all street closure shall be between the time period of 2:00 p.m. and 4:00 p.m. on Friday, September 24, 2021. The City will not initiate closure prior to 24 hours before the scheduled event and all barriers and barricades will be removed and the highway re-opened to traffic within 24 hours after the completion of the Event.

Section 3: That the City assumes full responsibility for the direction, protection, and regulation of the traffic during the time the Event is taking place.

Section 4: That the traffic from the closed portion of F.M. 455 and Louisiana shall be detoured over routes within an all-weather surface that accept the anticipated amount of traffic.

Section 5: That barricades will be installed at both ends of the closure that provide the City's citizens information of the closure.

Section 6: That police officers or authorized personnel shall be positioned at each end of the closed section and at other posts as may be necessary to assist in directing traffic through the detour.

Section 7: That provision shall be made for emergency response through the closed area.

Section 8: That all debris shall be removed by the City of Celina prior to the re-opening of the temporary closed portions of F.M. 455 and Louisiana.

Section 9: That the closure granted by the City Council is shown on the attached **Exhibit A.**

Section 10: That the City Manager be authorized to sign an Agreement for the Temporary Closure of State Right-of-Way (Form TEA 30A) by and between the City of Celina, Texas and the State of Texas for the temporary closure and use of portions of F.M. 455 between Arizona and Oklahoma and Louisiana between Maple and Elm the Celina High School Homecoming Parade, an event scheduled not to exceed two hours in length and found by the city to serve a public purpose.

Section 11: Incorporation of Recitals. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as part of this Resolution.

Section 12: This Resolution shall be in full force and shall take effect immediately upon its passage.

Attachment: Road Closure Resolution for 2021 Homecoming (Homecoming Parade Road Closures)

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of _____, 2021.

_____
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: Road Closure Resolution for 2021 Homecoming (Homecoming Parade Road Closures)

Agreement No._____

STATE OF TEXAS §

COUNTY OF COLLIN §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Celina, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 455 and Louisiana, in Collin, County; and

WHEREAS, the local government has requested the temporary closure of portions of FM 455 and Louisiana for the purpose of the 2021 Celina Independent School District Homecoming Parade, from 2:00pm to 4:00pm as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 14 day of September, 2021, the Celina City Council passed Resolution / Ordinance No.__, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Attachment: TXDOT Temporary Road Closure Agreement (Homecoming Parade Road Closures)

Agreement No._____

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as “Exhibit C.”

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State’s right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

Attachment: TXDOT Temporary Road Closure Agreement (Homecoming Parade Road Closures)

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

Attachment: TXDOT Temporary Road Closure Agreement (Homecoming Parade Road Closures)

that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
_____	Texas Department of Transportation
_____	_____
_____	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Attachment: TXDOT Temporary Road Closure Agreement (Homecoming Parade Road Closures)

Agreement No._____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF _____
Executed on behalf of the local government by:

By_____ Date_____
City Official

Typed or Printed Name and Title _____

_____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

Attachment: TXDOT Temporary Road Closure Agreement (Homecoming Parade Road Closures)

Agreement No._____

Exhibit A

Attachment: TXDOT Temporary Road Closure Agreement (Homecoming Parade Road Closures)

Agreement No._____

Exhibit B

Attachment: TXDOT Temporary Road Closure Agreement (Homecoming Parade Road Closures)

Agreement No._____

Exhibit C

Attachment: TXDOT Temporary Road Closure Agreement (Homecoming Parade Road Closures)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: David Amsler, Assistant
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: TIRZ #2 Project Expenditures

Action Requested:
Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Two project expenditures; providing a severable clause; and providing an effective date. (Stovall)

Background Information:
The Tax Reinvestment Zone Board approved the project expenditures. All project expenditures provided within the Resolution are authorized spending under the Act. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Resolution

Staff Recommendation:
Approval

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL 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.

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

WHEREAS, on May 20, 2014, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Two, City of Celina, Texas*, and *Project Plan*, for a tax increment reinvestment zone containing approximately 322 acres of property located within the City; and

WHEREAS, such property is coterminous with the land within Creeks at Legacy Public Improvement District located within the City; and

WHEREAS, on May 22, 2014, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance 2014-21, providing for the creation of *Tax Increment Reinvestment Zone Number Two, City of Celina, Texas.* Ordinance 2014-21 designated the contiguous geographic area within the City as a reinvestment zone, described the boundaries of the zone, created a board of directors for the zone, established a tax increment fund for the zone, contained findings related to the creation of the zone, and provided for a date of termination of the zone.

WHEREAS, the Board of Directors of Reinvestment Zone Number Two, City of Celina, Texas, authorized through the passage of TIRZ # 2 Resolution No. 2021- on September 14, 2021, for certain expenditures as follows: (1) TIRZ credit payment from collections FY2019-2020 payment in FY2020-2021 in the amount not to exceed $460,323.71 and (2) TIRZ credit payment from collections FY2020-2021 payment in FY2021-2022 in the amount not to exceed $669,738.40; and facilitate development and encourage development within the zone; all of which the Board found were authorized expenditures under the Act; and are authorized expenditures under the Act.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the following expenditures authorized by the Board of Directors of Reinvestment Zone Number Two, City of Celina, Texas:

Attachment: TIRZ 2 Council Resolution 2021 (TIRZ #2 Approval)

(1) TIRZ credit payment from collections FY2019-2020 payment in FY2020-2021 in the amount not to exceed $460,323.71 and (2) TIRZ credit payment from collections FY2020-2021 payment in FY2021-2022 in the amount not to exceed $669,738.40; directly related to facilitate development and encourage development within the zone.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14th DAY OF SEPTEMBER 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, Attorney for the City

Attachment: TIRZ 2 Council Resolution 2021 (TIRZ #2 Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: David Amsler, Assistant
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: TIRZ #3 Project Expenditures

Action Requested:
Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Three project expenditures; providing a severability clause; and providing an effective date. (Stovall)

Background Information:
The Tax Reinvestment Zone Board approved the project expenditures. All project expenditures provided within the Resolution are authorized spending under the Act. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Resolution

Staff Recommendation:
Approval

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER THREE PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, on September 10, 2015, pursuant to and as required by the Act, the has prepared a *Preliminary Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Three, City of Celina, Texas*, and *Project Plan*, for a tax increment reinvestment zone containing approximately 400.524 acres of property located within the City of Celina, Texas; and

WHEREAS, on September 17, 2015, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance 2015-46, providing for the creation of *Tax Increment Reinvestment Zone Number Three, City of Celina, Wells South.* Ordinance 2015-46 designated the contiguous geographic area within the City as a reinvestment zone; describing the boundaries of the zone; created a board of directors for the zone; established a tax increment fund for the zone; contained findings related to the creation of the zone; and provided for a date for the termination of the zone.

WHEREAS, the Board of Directors of Reinvestment Zone Number Three, City of Celina, Texas, authorized through the passage of Resolution No. 2021- on September 14, 2021 for TIRZ # 3, for certain expenditures (1) TIRZ credit Payment from collections FY2019-2020, payment FY2020-2021 in the amount not to exceed $330,000 and (2) TIRZ credit Payment from collections FY2020-2021, payment in FY2021-2022 in the amount not to exceed $764,976; directly related to facilitate development and encourage development within the zone; all of which the Board found were authorized expenditures under the Act; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER THREE OF THE CITY OF CELINA, TEXAS:

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the following expenditures authorized by the Board of Directors of Reinvestment Zone Number Three, City of Celina, Texas: (1) TIRZ credit Payment from collections FY2019-2020, payment FY2020-2021 in the amount not to exceed $330,000 and (2) TIRZ credit Payment from collections FY2020-2021, payment in

Attachment: TIRZ 3 Council Resolution 2021 (TIRZ #3 Approval)

FY2021-2022 in the amount not to exceed $764,976; related to facilitate development and encourage development within the zone.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14th DAY OF SEPTEMBER 2021.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, Attorney for the City

Attachment: TIRZ 3 Council Resolution 2021 (TIRZ #3 Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: David Amsler, Assistant
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: TIRZ #4 Project Expenditures

Action Requested:
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)

Background Information:
The Tax Reinvestment Zone Board approved the project expenditures. All project expenditures provided within the Resolution are authorized spending under the Act. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Resolution

Staff Recommendation:
Approval

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL 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.

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

WHEREAS, in October 2015, pursuant to and as required by the Act, the City has prepared a *Reinvestment Zone Number Four, City of Celina, Preliminary Project and Financing Plan* for a tax increment reinvestment zone containing approximately 129.34 acres of property located within the City; and

WHEREAS, on November 5, 2015, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance 2015-52, providing for the creation of *Tax Increment Reinvestment Zone Number Four, City of Celina, Sutton Fields.* Ordinance 2015-52 designated the contiguous geographic area within the City as a reinvestment zone, created a board of directors for the zone, directed final preparation of a Final Project and Financing Plan, established a tax increment fund for the zone, contained findings related to the creation of the zone, and provided for a date of termination of the zone.

WHEREAS, the Board of Directors of Reinvestment Zone Number Four, City of Celina, Texas, desires to authorize through the passage of Resolution on September 14, 2021 for TIRZ # 4, for certain expenditures (1) TIRZ credit Payment from collections FY2019-2020, in the amount not to exceed $57,662.36 payment in FY2020-2021 and (2) TIRZ credit Payment from collections FY2020-2021 payment in FY 2021-2022 in the amount not to exceed $100,644.74;directly related to facilitate development and encourage development within the zone; all of which the Board found were authorized expenditures under the Act; and

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the following expenditures authorized by the Board of Directors of Reinvestment Zone Number Four, City of Celina, Texas, in accordance with the Act, hereby authorize certain expenditures (1) TIRZ credit Payment from collections FY2019-2020, in the amount not to exceed $57,662.36 payment in FY2020-2021 and (2) TIRZ credit Payment from collections FY2020-2021 payment in FY 2021-2022 in the amount not to exceed $100,644.74;directly related to facilitate development and encourage development

Attachment: TIRZ 4 Council Resolution 2021 (TIRZ #4 Approval)

within the zone.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14th DAY OF SEPTEMBER 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, Attorney for the City

Attachment: TIRZ 4 Council Resolution 2021 (TIRZ #4 Approval)

Attachment: TIRZ 4 Council Resolution 2021 (TIRZ #4 Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: David Amsler, Assistant
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: TIRZ #5 Project Expenditures

Action Requested:
Consider and act on a resolution of the City of Celina, Texas, approving certain Tax Increment Reinvestment Zone Number Five project expenditures; providing a severability clause; and providing an effective date. (Stovall)

Background Information:
The Tax Reinvestment Zone Board approved the project expenditures. All project expenditures provided within the Resolution are authorized spending under the Act. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Resolution

Staff Recommendation:
Approval

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, on March 8, 2016, pursuant to and as required by the Act, the has prepared a *Preliminary Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of Celina, Texas*, and *Project Plan*, for a tax increment reinvestment zone containing approximately 1,233.3 acres of property located within the City of Celina, Texas; and

WHEREAS, on March 8, 2015, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance 2016-46, providing for the creation of *Tax Increment Reinvestment Zone Number Five, City of Celina, Wells South.* Ordinance 2016-16 designated the contiguous geographic area within the City as a reinvestment zone; describing the boundaries of the zone; created a board of directors for the zone; established a tax increment fund for the zone; contained findings related to the creation of the zone; and provided for a date for the termination of the zone.

WHEREAS, the Board of Directors of Reinvestment Zone Number Three, City of Celina, Texas, authorized through the passage of TIRZ # 3 Resolution No. 2021- on September 14, 2021 for TIRZ # 5, for certain expenditures (1) TIRZ credit Payment from collections FY2019-2020, payment FY2020-2021 in the amount not to exceed $2,400 and (2) TIRZ credit Payment from collections FY2020-2021, payment in FY2021-2022 in the amount not to exceed $38,038; directly related to facilitate development and encourage development within the zone; all of which the Board found were authorized expenditures under the Act; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE OF THE CITY OF CELINA, TEXAS:

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the following expenditures authorized by the Board of Directors of Reinvestment Zone Number Three, City of Celina, Texas: (1) TIRZ credit Payment from collections FY2019-2020, payment FY2020-2021 in the amount not to exceed $2,400 and (2) TIRZ credit Payment from collections FY2020-2021, payment in

Attachment: TIRZ 5 Council Resolution 2021 (TIRZ #5 Approval)

FY2021-2022 in the amount not to exceed $38,038; related to facilitate development and encourage development within the zone.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14th DAY OF SEPTEMBER 2021.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, Attorney for the City

Attachment: TIRZ 5 Council Resolution 2021 (TIRZ #5 Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: David Amsler, Assistant
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: TIRZ #6 Project Expenditures

Action Requested:
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)

Background Information:
The Tax Reinvestment Zone Board approved the project expenditures. All project expenditures provided within the Resolution are authorized spending under the Act. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Resolution

Staff Recommendation:
Approval

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL 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.

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

WHEREAS, ON June 2, 2016, pursuant to and as required by the Act, the City has prepared a *Reinvestment Zone Number Six, City of Celina, Preliminary Project and Financing Plan* for a tax increment reinvestment zone containing approximately 41.499 acres of property located within the City of Celina, Texas; and

WHEREAS, on June 14, 2016, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance 2016-43, providing for the creation of *Tax Increment Reinvestment Zone Number Six, City of Celina, Glen Crossing*. Ordinance 2016-43 designated the contiguous geographic area within the City as a reinvestment zone; created a board of directors for the zone, directed final preparation of a Final Project and Financing Plan; established a tax increment fund for the zone; contained findings related to the creation of the zone; and provided for the date of termination of the zone.

WHEREAS, the Board of Directors of Reinvestment Zone Number Six, City of Celina, Texas, desires to authorize through the passage of Resolution on September 14, 2021 for TIRZ # 6, for certain expenditures (1) TIRZ credit Payment from collections FY2019-2020, in the amount not to exceed $83,407.06 payment in FY 2020-2021 and (2) TIRZ credit Payment from collections FY2020-2021 payment in FY2021-2022 in the amount not to exceed $141,882.38; directly related to facilitate development and encourage development within the zone; all of which the Board found were authorized expenditures under the Act; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER SIX OF THE CITY OF CELINA, TEXAS:

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the following expenditures authorized by the Board of Directors of Reinvestment Zone Number Six, City of Celina, Texas, in accordance with the Act, hereby authorize certain expenditures 1) TIRZ credit Payment from collections FY2019-2020, in the amount not to exceed $83,407.06 payment in FY 2020-2021 and

Attachment: TIRZ 6 Council Resolution 2021 (TIRZ #6 Approval)

(2) TIRZ credit Payment from collections FY2020-2021 payment in FY2021-2022 in the amount not to exceed $141,882.38; directly related to facilitate development and encourage development within the zone.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Board of Directors hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14th DAY OF SEPTEMBER 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, Attorney for the City

Attachment: TIRZ 6 Council Resolution 2021 (TIRZ #6 Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: David Amsler, Assistant
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: TIRZ #7 Project Expenditures

Action Requested:
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)

Background Information:
The Tax Reinvestment Zone Board approved the project expenditures. All project expenditures provided within the Resolution are authorized spending under the Act. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Resolution

Staff Recommendation:
Approval

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL 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.

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

WHEREAS, on August 31, 2016, pursuant to and as required by the Act, the City has prepared a *Reinvestment Zone Number Seven, City of Celina, Preliminary Project and Financing Plan* for a tax increment reinvestment zone containing approximately 113 acres of property located within the City; and

WHEREAS, on September 13, 2016, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance 2016-64, providing for the creation of *Tax Increment Reinvestment Zone Number Seven, City of Celina, Ownsby Farms.* Ordinance 2016-64 designated the contiguous geographic area within the City as a reinvestment zone, created a board of directors for the zone, directed final preparation of a Final Project and Financing Plan, established a tax increment fund for the zone, contained findings related to the creation of the zone, and provided for a date of termination of the zone.

WHEREAS, the Board of Directors of Reinvestment Zone Number Seven, City of Celina, Texas, desires to authorize through the passage of Resolution on September 14, 2021 for TIRZ # 7, for certain expenditures (1) TIRZ credit Payment from collections FY2019-2020, payment in FY2020-2021 in the amount not to exceed $37,297.01 and (2) TIRZ credit Payment from collections FY2020-2021, payment in FY2021-2022 in the amount not to exceed $106,804.19 directly related to facilitate development and encourage development within the zone; all of which the Board found were authorized expenditures under the Act; and

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the following expenditures authorized by the Board of Directors of Reinvestment Zone Number Seven, City of Celina, Texas, in accordance with the Act, hereby authorize certain expenditures (1) TIRZ credit Payment from collections FY2019-2020, payment in FY2020-2021 in the amount not to exceed $37,297.01 and (2) TIRZ credit Payment from collections FY2020-2021, payment in FY2021-2022 in the amount

Attachment: TIRZ 7 Council Resolution 2021 (TIRZ #7 Approval)

not to exceed $106,804.19 directly related to facilitate development and encourage development within the zone

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14th DAY OF SEPTEMBER 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, Attorney for the City

Attachment: TIRZ 7 Council Resolution 2021 (TIRZ #7 Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: David Amsler, Assistant
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: TIRZ #8 Project Expenditures

Action Requested:
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)

Background Information:
The Tax Reinvestment Zone Board approved the project expenditures. All project expenditures provided within the Resolution are authorized spending under the Act. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Resolution

Staff Recommendation:
Approval

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL 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.

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

WHEREAS, ON August 8, 2017, pursuant to and as required by the Act, the City has prepared a *Reinvestment Zone Number Eight, City of Celina, Preliminary Project and Financing Plan* for a tax increment reinvestment zone located within the City; and

WHEREAS, on September 12, 2017, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance 2017-49, providing for the creation of *Tax Increment Reinvestment Zone Number Eight, City of Celina, Sutton Fields II.* Ordinance 2017-49 designated the contiguous geographic area within the City as a reinvestment zone, created a board of directors for the zone, directed final preparation of a Final Project and Financing Plan, established a tax increment fund for the zone, contained findings related to the creation of the zone, and provided for a date of termination of the zone.

WHEREAS, the Board of Directors of Reinvestment Zone Number Eight, City of Celina, Texas, authorized through the passage of TIRZ #8 Resolution No. 2021 on September 14, 2021 for certain expenditures as follows: (1) TIRZ credit Payment from collections FY2019-2020, payment in FY 2020-2021 in the amount not to exceed $9,367.36 and (2) TIRZ credit Payment from collections FY2020-2021, payment in FY 2021-2022 in the amount not to exceed $34,521.42; directly related to facilitate development and encourage development within the zone; all of which the Board found were authorized expenditures under the Act; and

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the expenditures authorized by the Board of Directors of Reinvestment Zone Number Eight, City of Celina, Texas: (1) TIRZ credit Payment from collections FY2019-2020, payment in FY 2020-2021 in the amount not to exceed $9,367.36 and (2) TIRZ credit Payment from collections FY2020-2021, payment in FY 2021-2022 in the amount not to exceed $34,521.42;

Attachment: TIRZ 8 Council Resolution 2021 (TIRZ #8 Approval)

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14th DAY OF SEPTEMBER 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, Attorney for the City

Attachment: TIRZ 8 Council Resolution 2021 (TIRZ #8 Approval)

Attachment: TIRZ 8 Council Resolution 2021 (TIRZ #8 Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: David Amsler, Assistant
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: TIRZ #9 Project Expenditures

Action Requested:
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)

Background Information:
The Tax Reinvestment Zone Board approved the project expenditures. All project expenditures provided within the Resolution are authorized spending under the Act. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Resolution

Staff Recommendation:
Approval

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT ZONE NUMBER NINE, CITY OF CELINA, PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, dated November 2017, pursuant to and as required by the Act, the City has prepared a *Reinvestment Zone Number Nine, City of Celina, Preliminary Project and Financing Plan* for a tax increment reinvestment zone located within the City; and

WHEREAS, on November 14, 2017, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance 2017-70, providing for the creation of *Tax Increment Reinvestment Zone Number Nine, City of Celina, Texas.* Ordinance 2017-70 designated the contiguous geographic area within the City as a reinvestment zone, created a board of directors for the zone, directed final preparation of a Final Project and Financing Plan, established a tax increment fund for the zone, contained findings related to the creation of the zone, and provided for a date of termination of the zone.

WHEREAS, the Board of Directors of Reinvestment Zone Number Nine, City of Celina, Texas, authorized through the passage of TIRZ # 9 Resolution No. 2021- on September 14, 2021 for certain expenditures as follows: (1) TIRZ credit Payment from collections FY2019-2020, payment FY2020-2021 in the amount not to exceed $4,175.85 and (2) TIRZ credit Payment from collections FY2020-2021, payment in FY2021-2022 in the amount not to exceed $31,111.59; directly related to facilitate development and encourage development within the zone; authorized expenditures under the Act.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the following expenditures authorized by the Board of Directors of Reinvestment Zone Number Nine, City of Celina, Texas: (1) TIRZ credit Payment from collections FY2019-2020, payment FY2020-2021 in the amount not to exceed $4,175.85 and (2) TIRZ credit Payment from collections FY2020-2021, payment in FY2021-2022 in the amount not to exceed $31,111.59;

Attachment: TIRZ 9 Council Resolution 2021 (TIRZ #9 Approval)

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14th DAY OF SEPTEMBER 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, Attorney for the City

Attachment: TIRZ 9 Council Resolution 2021 (TIRZ #9 Approval)

Attachment: TIRZ 9 Council Resolution 2021 (TIRZ #9 Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: TIRZ #10 Project Expenditures

Action Requested:
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)

Background Information:
The Tax Reinvestment Zone Board approved the project expenditures. All project expenditures provided within the Resolution are authorized spending under the Act. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Resolution

Staff Recommendation:
Approval

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL 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.

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

WHEREAS, dated November 14, 2017, pursuant to and as required by the Act, the City has prepared a *Reinvestment Zone Number Ten, City of Celina, Preliminary Project and Financing Plan* for a tax increment reinvestment zone located within the City of Celina, Texas; and

WHEREAS, on November 14, 2017, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance 2017-71, providing for the creation of *Tax Increment Reinvestment Zone Number Ten, City of Celina, Texas.* Ordinance 2017-71 designated the contiguous geographic area within the City as a reinvestment zone, created a board of directors for the zone, directed final preparation of a Final Project and Financing Plan, established a tax increment fund for the zone, contained findings related to the creation of the zone, and provided for a date of termination of the zone.

WHEREAS, the Board of Directors of Reinvestment Zone Number Ten, City of Celina, Texas, authorized through the passage of TIRZ #10 Resolution No. 2021 on September 14, 2021 for certain expenditures as follows (1) TIRZ credit payment from collections FY 2019-2020 payment in FY 2020-2021, in the amount not to exceed $4,026.93 and; (2) TIRZ credit payment from collections FY2020-2021, payment in FY 2021-2022 in the amount not to exceed $7,263.49; facilitate development and encourage development within the zone; authorized expenditures under the Act.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the expenditures approved by the Board of Directors of Reinvestment Zone Number Ten, City of Celina, Texas: (1) TIRZ credit payment from collections FY 2019-2020 payment in FY 2020-2021, in the amount not to exceed $4,026.93 and; (2) TIRZ credit payment from collections FY2020-2021, payment in FY 2021-2022 in the amount not to exceed $7,263.49; facilitate development and encourage development within the zone; authorized expenditures under the Act.

Attachment: TIRZ 10 Council Resolution 2021 (TIRZ #10 Approval)

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City hereby declares it would have passed such

remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14th DAY OF SEPTEMBER 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, Attorney for the City

Attachment: TIRZ 10 Council Resolution 2021 (TIRZ #10 Approval)

Attachment: TIRZ 10 Council Resolution 2021 (TIRZ #10 Approval)

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Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: David Amsler, Assistant
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: TIRZ #11 Project Expenditures

Action Requested:
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)

Background Information:
The Tax Reinvestment Zone Board approved the project expenditures. All project expenditures provided within the Resolution are authorized spending under the Act. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Resolution

Staff Recommendation:
Approval

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, on December 12, 2017, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the "City Council") approved and adopted by Ordinance No. 2017-136, a *Final Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Eleven, City of Celina, Texas*, and a *Final Project Plan*, for a tax increment reinvestment zone containing approximately 687 acres of property located within the City of Celina, Texas; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Three, City of Celina, Texas, authorized through the passage of TIRZ #11 Resolution No. 2021- on September 14, 2021 for certain expenditures (1) for the purchase of property of $400,000 directly related to facilitate development and encourage development within the zone; all of which the Board found were authorized expenditures under the Act; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN OF THE CITY OF CELINA, TEXAS:

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the following expenditures authorized by the Board of Directors of Reinvestment Zone Number Elven, City of Celina, Texas: hereby authorize certain expenditures for the purchase of property of $400,000 directly related to facilitate development and encourage development within the zone.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City 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.

Attachment: TIRZ 11 Council Resolution 2021 (TIRZ #11 Approval)

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14th DAY OF SEPTEMBER 2021.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, Attorney for the City

Attachment: TIRZ 11 Council Resolution 2021 (TIRZ #11 Approval)

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City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: Boards and Commissions Nominations

Action Requested:
Consider and act upon approval of appointments, re-appointments and removals from city boards and commissions, Celina Economic Development Corporation and Celina Community Development Corporation. (Tarrant)

Background Information:
This action approves nominations for new appointments, re-appointments and/or removals from city boards, commissions and development corporations.

Board Review/Citizen Input:
Mayor Pro Tem Koehne chaired a nominations committee that met, reviewed applications and made recommendations on July 29, 2021. The City Council held interviews on August 28, 2021.

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Nominations list

Staff Recommendation:

Opening	Board & Commission Nominations 2022	*	Term	Expires
	Planning and Zoning (3 year term)			
re-appoint	Shawn Bain		full	2024
re-appoint	Jace Ousley		full	2024
appoint	K J Clark		full	2024
	Board of Adjustments/Building & Standards (2 year term)			
re-appoint	Lee Waddell		full	2023
re-appoint	Daniel Chavez		full	2023
appoint	Russell Boswell		full	2023
	Library (2 year term)			
appoint	Jo Rutt		full	2023
appoint	Molly Page		full	2023
appoint	Jessica Biwot		full	2023
	Community Development/Park Board (2 year term/3year term)			
re-appoint	Kelly Osburn		full	2023
appoint	Lassine Konate		full	2023
appoint	Ryan Samuelson		full	2023
	Special Events Committee (2 year term)			
appoint	Philip Ferguson-Chairman		full	2023
appoint	Jeremy Page		full	2023
appoint	Tawnia King		full	2023
appoint	Carolyn Stratton		full	2023
appoint	Drew Smith		full	2022
appoint	Juan Martinez		full	2022
appoint	Matthew Eberius		full	2022
	Economic Development (2 year term)			
re-appoint	Kyle Rose		full	2023
re-appoint	Jay Pierce		full	2023
re-appoint	Clint Bissett		full	2023

Attachment: 4 Nominating Committee Worksheet 2022 (Boards and Commissions Nominations)

Column1

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	September 14, 2021
Re:	Chapter 380 - TSHH, LLC (Trophy Signature Homes)

Action Requested:
Consider and act upon Chapter 380 grant agreement by and between the City of Celina, Texas and TSHH, LLC (Trophy Signature Homes) (Satarino)

Background Information:
TSHH, LCC builds and continues to build homes in Celina. Currently, the City does not receive any sales tax from the purchase of building materials made outside of the City. This 380 agreement would allow the City to receive 20% of its sales tax and for the CDC and EDC to receive 100% of its sales tax that are spend on building materials outside of Celina.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
80% rebate of City sales tax on building materials purchased outside the of Celina to TSHH, LLC (Trophy Signature Homes).

Legal Review:
Reviewed and approved by the City Attorney.

Supporting Documents:
Chapter 380 Agreement

Staff Recommendation:
Approve

Attachment: Celina 380 Agreement with TSHH LLC Effective October 1 2021 CLEAN (Chapter 380 - TSHH, LLC (Trophy Signature Homes))

CHAPTER 380 GRANT AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS AND TSHH, LLC

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Celina, Texas ("City", also referred to as "Grantor") and TSHH, LLC (the "Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on homebuilding and related amenity construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development, ad valorem taxes, and local use tax revenue that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Celina ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

WHEREAS, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants, will promote local economic development and stimulate business and commercial activity in the City, and will therefore advance the underlying purposes of Chapter 380;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Attachment: Celina 380 Agreement with TSHH LLC Effective October 1 2021 CLEAN (Chapter 380 - TSHH, LLC (Trophy Signature Homes))

ARTICLE I
DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" and "Grantor" shall mean The City of Celina, Texas, or those areas outside of the corporate limits that are subject to the imposition of sales and use taxes under a Strategic Partnership Agreement executed pursuant to Chapter 43 of the Texas Local Government Code.

"Company" shall mean TSHH, LLC.

"Commencement Date" shall mean October 1, 2021.

"Effective Date" shall mean October 1, 2021.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules, whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever that is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code, together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement. "Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of December 2021 following the Effective Date. For illustration purposes, assume the Effective Date is October 1, 2021 then the first Grant Period would begin on October 1,

2021 and continue through and include December 31, 2021. The next Grant Period would begin on January 1, 2022 and continue through and include June 30, 2022. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2031 and end on September 30, 2031.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the Grantor's receipts from the State of Texas from the collection of one percent (1%) General City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company's collection of use tax imposed by and received by the Grantor from the State of Texas for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period that are used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

ARTICLE II
TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III
ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance with: (a) all of the terms and conditions of this Agreement, and (b) all of the City's codes, rules and regulations regarding the development of property within the City's corporate limits and ETJ, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 80% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing October 1, 2021. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments or failures to report in a timely manner related to the Use Tax Receipts.

Attachment: Celina 380 Agreement with TSHH LLC Effective October 1 2021 CLEAN (Chapter 380 - TSHH, LLC (Trophy Signature Homes))

3.02 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on October 1, 2021 and continues through and includes December 31, 2021. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2022 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars ($5,000.00), then the amount of the first Grant would be Four Thousand Dollars ($4,000.00).

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may, at its option, adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV
DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall, within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grand Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support, and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or

Attachment: Celina 380 Agreement with TSHH LLC Effective October 1 2021 CLEAN (Chapter 380 - TSHH, LLC (Trophy Signature Homes))

credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and

b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

c. Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's written consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V
TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

(a) by mutual written agreement of the parties;

(b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;

(c) by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);

Attachment: Celina 380 Agreement with TSHH LLC Effective October 1 2021 CLEAN (Chapter 380 - TSHH, LLC (Trophy Signature Homes))

(d) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;

(e) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;

(g) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI
MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax or via email at the email address provided below.

Attachment: Celina 380 Agreement with TSHH LLC Effective October 1 2021 CLEAN (Chapter 380 - TSHH, LLC (Trophy Signature Homes))

If intended for City, to:

Attn: Jason Laumer
Celina City Manager
142 N. Ohio St.
Celina, TX 75009
Email: jlaumer@Celina-tx.gov

With a copy to:

Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory, Suite 100
Denton, TX 76201
Email: lvanzant@hbwvlaw.com

If intended for the Company:

Attn: Jed Dolson
Chief Operating Office
TSHH, LLC
2805 Dallas Parkway, Suite 400
Plano, TX 75093
Email: jdolson@greenbrickpartners.com

With a copy to:

Attn: Neal Suit
General Counsel
TSHH, LLC
2805 Dallas Parkway, Suite 400
Plano, TX 75093
Email: nsuit@greenbrickpartners.com

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. No representation, warranty, condition, understanding or agreement of any kind with respect to this subject matter shall be relied upon by the Parties except those expressly stated herein. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

6.08 No Presumption. This Agreement was prepared with the input of all parties and shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

Attachment: Celina 380 Agreement with TSHH LLC Effective October 1 2021 CLEAN (Chapter 380 - TSHH, LLC (Trophy Signature Homes))

6.09 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.10 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.11 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 and any such counterparts shall be deemed to be incorporated herein.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.15 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally and shall jointly select the mediator. The mediation shall be held in Celina, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

Attachment: Celina 380 Agreement with TSHH LLC Effective October 1 2021 CLEAN (Chapter 380 - TSHH, LLC (Trophy Signature Homes))

EXECUTED as of the ____ day of _____, 2021.

THE CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

_____
City Secretary

By: _____

EXECUTED as of the ____ day of _____, 2021.

By: TSHH LLC
a Texas limited liability company

By:_____
Name: Jed Dolson
Title: Chief Operating Officer

Attachment: Celina 380 Agreement with TSHH LLC Effective October 1 2021 CLEAN (Chapter 380 - TSHH, LLC (Trophy Signature Homes))

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
CITY OF CELINA §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Jason Laumer, City Manager of The City of Celina, Texas, on behalf of said city.

Name: _____

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §
§
CITY OF PLANO §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Jed Dolson, Chief Operating Officer of TSHH, LLC, a Texas limited liability company, on behalf of said company.

Name:_____

Notary Public - State of Texas

My commission expires: _____

Attachment: Celina 380 Agreement with TSHH LLC Effective October 1 2021 CLEAN (Chapter 380 - TSHH, LLC (Trophy Signature Homes))

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	September 14, 2021
Re:	Chapter 380 - CB Jeni 2020, LLC

Action Requested:
Consider and act upon a Chapter 380 grant agreement by and between the City of Celina, Texas and CB Jeni 2020, LLC (Satarino)

Background Information:
CB Jeni 202, LLC builds and continues to build homes in Celina. Currently, the City does not receive any sales tax from the purchase of building materials made outside of the City. This 380 agreement would allow the City to receive 20% of its sales tax and for the CDC and EDC to receive 100% of its sales tax that are spent on building materials outside of Celina.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
80% rebate of City sales tax on building materials purchased outside of Celina to CB Jeni 2020, LLC

Legal Review:
Reviewed and approved by the City Attorney

Supporting Documents:
Chapter 380 Agreement

Staff Recommendation:
Approve

CHAPTER 380 GRANT AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS AND CB Jeni 2020, LLC

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Celina, Texas ("City", also referred to as "Grantor") and CB Jeni 2020, LLC (the "Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on homebuilding and related amenity construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development, ad valorem taxes, and local use tax revenue that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Celina ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

WHEREAS, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants, will promote local economic development and stimulate business and commercial activity in the City, and will therefore advance the underlying purposes of Chapter 380;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Attachment: Celina 380 Agreement with CB Jeni 2020, LLC Effective October 1 2021 CLEAN (Chapter 380 - CB Jeni 2020, LLC)

ARTICLE I
DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" and "Grantor" shall mean The City of Celina, Texas, or those areas outside of the corporate limits that are subject to the imposition of sales and use taxes under a Strategic Partnership Agreement executed pursuant to Chapter 43 of the Texas Local Government Code.

"Company" shall mean CB Jeni 2020, LLC.

"Commencement Date" shall mean October 1, 2021.

"Effective Date" shall mean October 1, 2021.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules, whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever that is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code, together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement. "Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of December 2021 following the Effective Date. For illustration purposes, assume the Effective Date is October 1, 2021 then the first Grant Period would begin on October 1,

Attachment: Celina 380 Agreement with CB Jeni 2020, LLC Effective October 1 2021 CLEAN (Chapter 380 - CB Jeni 2020, LLC)

2021 and continue through and include December 31, 2021. The next Grant Period would begin on January 1, 2022 and continue through and include June 30, 2022. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2031 and end on September 30, 2031.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the Grantor's receipts from the State of Texas from the collection of one percent (1%) General City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company's collection of use tax imposed by and received by the Grantor from the State of Texas for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period that are used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

ARTICLE II
TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III
ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance with: (a) all of the terms and conditions of this Agreement, and (b) all of the City's codes, rules and regulations regarding the development of property within the City's corporate limits and ETJ, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 80% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing October 1, 2021. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments or failures to report in a timely manner related to the Use Tax Receipts.

Attachment: Celina 380 Agreement with CB Jeni 2020, LLC Effective October 1 2021 CLEAN (Chapter 380 - CB Jeni 2020, LLC)

3.02 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on October 1, 2021 and continues through and includes December 31, 2021. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2022 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars ($5,000.00), then the amount of the first Grant would be Four Thousand Dollars ($4,000.00).

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may, at its option, adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV
DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall, within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grand Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support, and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or

Attachment: Celina 380 Agreement with CB Jeni 2020, LLC Effective October 1 2021 CLEAN (Chapter 380 - CB Jeni 2020, LLC)

credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and

b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

c. Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's written consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V
TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

(a) by mutual written agreement of the parties;

(b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;

(c) by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);

Attachment: Celina 380 Agreement with CB Jeni 2020, LLC Effective October 1 2021 CLEAN (Chapter 380 - CB Jeni 2020, LLC)

(d) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;

(e) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;

(g) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI
MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax or via email at the email address provided below.

Attachment: Celina 380 Agreement with CB Jeni 2020, LLC Effective October 1 2021 CLEAN (Chapter 380 - CB Jeni 2020, LLC)

If intended for City, to:

Attn: Jason Laumer
Celina City Manager
142 N. Ohio St.
Celina, TX 75009
Email: jlaumer@Celina-tx.gov

With a copy to:

Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory, Suite 100
Denton, TX 76201
Email: lvanzant@hbwvlaw.com

If intended for the Company:

Attn: Jed Dolson
Chief Operating Office
CB Jeni 2020, LLC
2805 Dallas Parkway, Suite 400
Plano, TX 75093
Email: jdolson@greenbrickpartners.com

With a copy to:

Attn: Neal Suit
General Counsel
CB Jeni 2020, LLC
2805 Dallas Parkway, Suite 400
Plano, TX 75093
Email: nsuit@greenbrickpartners.com

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. No representation, warranty, condition, understanding or agreement of any kind with respect to this subject matter shall be relied upon by the Parties except those expressly stated herein. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

6.08 No Presumption. This Agreement was prepared with the input of all parties and shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

Attachment: Celina 380 Agreement with CB Jeni 2020, LLC Effective October 1 2021 CLEAN (Chapter 380 - CB Jeni 2020, LLC)

6.09 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.10 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.11 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 and any such counterparts shall be deemed to be incorporated herein.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.15 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally and shall jointly select the mediator. The mediation shall be held in Celina, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

Attachment: Celina 380 Agreement with CB Jeni 2020, LLC Effective October 1 2021 CLEAN (Chapter 380 - CB Jeni 2020, LLC)

EXECUTED as of the ____ day of _____, 2021.

THE CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

_____
City Secretary

By: _____

EXECUTED as of the ____ day of _____, 2021.

By: CB Jeni 2020, LLC
a Texas limited liability company

By:_____
Name: Jed Dolson
Title: Chief Operating Officer

Attachment: Celina 380 Agreement with CB Jeni 2020, LLC Effective October 1 2021 CLEAN (Chapter 380 - CB Jeni 2020, LLC)

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
CITY OF CELINA §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Jason Laumer, City Manager of The City of Celina, Texas, on behalf of said city.

Name: _____

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §
§
CITY OF PLANO §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Jed Dolson, Chief Operating Officer of CB Jeni 2020, LLC, a Texas limited liability company, on behalf of said company.

Name:_____

Notary Public - State of Texas

My commission expires: _____

Attachment: Celina 380 Agreement with CB Jeni 2020, LLC Effective October 1 2021 CLEAN (Chapter 380 - CB Jeni 2020, LLC)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	September 14, 2021
Re:	Consider and act upon a Chapter 380 grant agreement by and between the City of Celina and Normandy Homes, LLC. (Satarino)

Action Requested:
Consider and act upon a Chapter 380 grant agreement by and between the City of Celina and Normandy Homes, LLC. (Satarino)

Background Information:
Normandy Homes, LLC builds and continues to build homes in Celina. Currently, the City does not receive any sales tax from the purchase of building materials made outside of the City. This 380 agreement would allow the City to receive 20% of its sales tax and for the CDC and EDC to receive 100% of its sales tax that are spent on building materials outside of Celina.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
80% rebate on City sales tax on building materials purchased outside of Celina to Normandy Homes, LLC

Legal Review:
Reviewed and approved by the City Attorney.

Supporting Documents:
Chapter 380 Agreement

Staff Recommendation:
Approve

CHAPTER 380 GRANT AGREEMENT BY
AND BETWEEN THE CITY OF CELINA, TEXAS
AND Normandy Homes, LLC

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Celina, Texas ("City", also referred to as "Grantor") and Normandy Homes, LLC (the "Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on homebuilding and related amenity construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development, ad valorem taxes, and local use tax revenue that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Celina ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

WHEREAS, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants, will promote local economic development and stimulate business and commercial activity in the City, and will therefore advance the underlying purposes of Chapter 380;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Attachment: Celina 380 Agreement with Normandy Homes LLC Effective October 1 2021 CLEAN (Chapter 380 - Normandy Homes, LLC)

Attachment: Celina 380 Agreement with Normandy Homes LLC Effective October 1 2021 CLEAN (Chapter 380 - Normandy Homes, LLC)

ARTICLE I
DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" and "Grantor" shall mean The City of Celina, Texas, or those areas outside of the corporate limits that are subject to the imposition of sales and use taxes under a Strategic Partnership Agreement executed pursuant to Chapter 43 of the Texas Local Government Code.

"Company" shall mean Normandy Homes, LLC.

"Commencement Date" shall mean October 1, 2021.

"Effective Date" shall mean October 1, 2021.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules, whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever that is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code, together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement. "Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of December 2021 following the Effective Date. For illustration purposes, assume the Effective Date is October 1, 2021 then the first Grant Period would begin on October 1,

2021 and continue through and include December 31, 2021. The next Grant Period would begin on January 1, 2022 and continue through and include June 30, 2022. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2031 and end on September 30, 2031.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the Grantor's receipts from the State of Texas from the collection of one percent (1%) General City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company's collection of use tax imposed by and received by the Grantor from the State of Texas for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period that are used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

ARTICLE II
TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III
ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance with: (a) all of the terms and conditions of this Agreement, and (b) all of the City's codes, rules and regulations regarding the development of property within the City's corporate limits and ETJ, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 80% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing October 1, 2021. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments or failures to report in a timely manner related to the Use Tax Receipts.

Attachment: Celina 380 Agreement with Normandy Homes LLC Effective October 1 2021 CLEAN (Chapter 380 - Normandy Homes, LLC)

3.02 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on October 1, 2021 and continues through and includes December 31, 2021. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2022 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars ($5,000.00), then the amount of the first Grant would be Four Thousand Dollars ($4,000.00).

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may, at its option, adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV
DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall, within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grand Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support, and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or

Attachment: Celina 380 Agreement with Normandy Homes LLC Effective October 1 2021 CLEAN (Chapter 380 - Normandy Homes, LLC)

credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and

b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

c. Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's written consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V
TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

(a) by mutual written agreement of the parties;

(b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;

(c) by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);

Attachment: Celina 380 Agreement with Normandy Homes LLC Effective October 1 2021 CLEAN (Chapter 380 - Normandy Homes, LLC)

Attachment: Celina 380 Agreement with Normandy Homes LLC Effective October 1 2021 CLEAN (Chapter 380 - Normandy Homes, LLC)

(d) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;

(e) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;

(g) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI
MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax or via email at the email address provided below.

If intended for City, to:

Attn: Jason Laumer
Celina City Manager
142 N. Ohio St.
Celina, TX 75009
Email: jlaumer@Celina-tx.gov

With a copy to:

Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory, Suite 100
Denton, TX 76201
Email: lvanzant@hbwvlaw.com

If intended for the Company:

Attn: Jed Dolson
Chief Operating Office
Normandy Homes, LLC
2805 Dallas Parkway, Suite 400
Plano, TX 75093
Email: jdolson@greenbrickpartners.com

With a copy to:

Attn: Neal Suit
General Counsel
Normandy Homes, LLC
2805 Dallas Parkway, Suite 400
Plano, TX 75093
Email: nsuit@greenbrickpartners.com

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. No representation, warranty, condition, understanding or agreement of any kind with respect to this subject matter shall be relied upon by the Parties except those expressly stated herein. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

6.08 No Presumption. This Agreement was prepared with the input of all parties and shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

Attachment: Celina 380 Agreement with Normandy Homes LLC Effective October 1 2021 CLEAN (Chapter 380 - Normandy Homes, LLC)

6.09 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.10 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.11 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 and any such counterparts shall be deemed to be incorporated herein.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.15 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally and shall jointly select the mediator. The mediation shall be held in Celina, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

Attachment: Celina 380 Agreement with Normandy Homes LLC Effective October 1 2021 CLEAN (Chapter 380 - Normandy Homes, LLC)

EXECUTED as of the ____ day of _____, 2021.

THE CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

_____
City Secretary

By: _____

EXECUTED as of the ____ day of _____, 2021.

By: Normandy Homes, LLC
a Texas limited liability company

By:_____
Name: Jed Dolson
Title: Chief Operating Officer

Attachment: Celina 380 Agreement with Normandy Homes LLC Effective October 1 2021 CLEAN (Chapter 380 - Normandy Homes, LLC)

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
CITY OF CELINA §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Jason Laumer, City Manager of The City of Celina, Texas, on behalf of said city.

Name: _____

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §
§
CITY OF PLANO §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Jed Dolson, Chief Operating Officer of Normandy Homes, LLC, a Texas limited liability company, on behalf of said company.

Name:_____

Notary Public - State of Texas

My commission expires: _____

Attachment: Celina 380 Agreement with Normandy Homes LLC Effective October 1 2021 CLEAN (Chapter 380 - Normandy Homes, LLC)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: Resolution - Texas Opioid Abatement

Action Requested:
Consider and act upon a resolution of the City of Celina authorizing the City Manager to execute any necessary documents to participate in a statewide settlement of claims related to opioid litigation. (Satarino)

Background Information:
Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson (J&J). The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

The two agreements provide for $26 billion in payments over 18 years, with $23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Texas' combined share is almost $1.5 billion: $1.17 billion from the distributors and $268 million from J&J. Distribution within Texas is handled through the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Attached is the Resolution that authorizes the City Manager to execute any necessary documents allowing Celina to participate in the settlement of claims, according to the Texas Term Sheet.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
Reviewed and approved by the City Attorney

Supporting Documents:
Resolution

Staff Recommendation:
Approve

CITY OF CELINA

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS MAKING CERTAIN FINDINGS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS TO PARTICIPATE IN A STATEWIDE SETTLEMENT OF CLAIMS RELATED TO OPIOID LITIGATION; 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 obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter the "Texas Term Sheet") which is attached hereto as Exhibit "A"; and

WHEREAS, Special Counsel and the State of Texas have recommended that the City support the adoption and approval of the Texas Term Sheet in its entirety.

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

Section 1: The Celina City Council supports the adoption and approval of the Texas Term Sheet in its entirety; and

Section 2: The Celina City Councils finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and

Section 3: The Celina City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit "A". The City

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in the City and throughout Texas.

Section 4: The City Manager is hereby authorized to sign any documents necessary to effectuate the findings in this Resolution.

Section 5: This Resolution shall be in full force and shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of September, 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, City Attorney

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

EXHIBIT "A"
Texas Term Sheet

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

1. "The State" shall mean the State of Texas acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Texas municipality and county.
3. "The Parties" shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs' Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. "Litigating Political Subdivision" means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. "National Fund" shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. "Negotiating Committee" shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas'

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Political Subdivisions (collectively, "Members"). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas' Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O'Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. "Approved Purpose(s)" shall mean those uses identified in Exhibit A hereto.
9. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

10. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

11. "Texas Opioid Council" shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions ("Subdivision Share"), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas ("State Share"). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the "Texas Opioid Fee and Expense Fund," which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.

5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.

8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

Ken Paxton

KENNETH PAXTON, JR.
ATTORNEY GENERAL

FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:

Mikal Watts

MIKAL WATTS
WATTS GUERRA LLP

Jeffrey Simon

JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC

Dara Hegar

DARA HEGAR
LANIER LAW FIRM, PC

DAN DOWNEY
DAN DOWNEY, PC

:sas

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

EXHIBIT A

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members*.

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members*.

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
b. One member representing Region 3 (Houston);
c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
e. One member representing Regions 1, 2, 17, 18 (East Texas); and
f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

a. Chapter 316 of the Government Code (Appropriations);
b. Chapter 322 of the Government Code (Legislative Budget Board);
c. Chapter 325 of the Government Code (Sunset);
d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
e. Chapter 2001 of the Government Code (Administrative Procedure);
f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
h. Chapter 2262 of the Government Code (Statewide Contract Management);

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. Transparency

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
ii. The Council may convene in a closed, non-public meeting:
    a. If the Commission must discuss:
        1. Negotiation of contract awards; and
        2. Matters specifically exempted from disclosure by federal and state statutes.
    b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. Authority

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. Executive Director

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.

2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.

3. *Annual Allocation*. Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

EXHIBIT B

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Exhibit B: Municipal Area Allocations: 15% of Total ($150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is $1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	$688	Lakeport	$463
Abernathy	$110	Lakeside	$4,474
Abilene	$563,818	Lakeside City	$222
Ackerly	$21	Lakeview	$427
Addison	$58,094	Lakeway	$31,657
Adrian	$181	Lakewood Village	$557
Agua Dulce	$43	Lamar County	$141,598
Alamo	$22,121	Lamb County	$50,681
Alamo Heights	$28,198	Lamesa	$29,656
Alba	$3,196	Lampasas	$28,211
Albany	$180	Lampasas County	$42,818
Aledo	$331	Lancaster	$90,653
Alice	$71,291	Laredo	$763,174
Allen	$315,081	Latexo	$124
Alma	$1,107	Lavaca County	$45,973
Alpine	$29,686	Lavon	$7,435
Alto	$3,767	Lawn	$58
Alton	$11,540	League City	$302,418
Alvarado	$29,029	Leakey	$256
Alvin	$113,962	Leander	$88,641
Alvord	$358	Leary	$797
Amarillo	$987,661	Lee County	$30,457
Ames	$5,571	Lefors	$159
Amherst	$22	Leon County	$67,393
Anahuac	$542	Leon Valley	$23,258
Anderson	$19	Leona	$883
Anderson County	$268,763	Leonard	$8,505
Andrews	$18,983	Leroy	$176
Andrews County	$37,606	Levelland	$46,848
Angelina County	$229,956	Lewisville	$382,094
Angleton	$62,791	Lexington	$2,318
Angus	$331	Liberty	$72,343
Anna	$9,075	Liberty County	$531,212
Annetta	$5,956	Liberty Hill	$2,780
Annetta North	$34	Limestone County	$135,684

(Table continues on multiple pages below)

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Annetta South	$602	Lincoln Park	$677
Annona	$738	Lindale	$24,202
Anson	$5,134	Linden	$3,661
Anthony	$4,514	Lindsay	$1,228
Anton	$444	Lipan	$44
Appleby	$1,551	Lipscomb County	$10,132
Aquilla	$208	Little Elm	$69,326
Aransas County	$266,512	Little River-Academy	$798
Aransas Pass	$57,813	Littlefield	$7,678
Archer City	$10,554	Live Oak	$32,740
Archer County	$45,534	Live Oak County	$39,716
Arcola	$7,290	Liverpool	$1,435
Argyle	$11,406	Livingston	$73,165
Arlington	$735,803	Llano	$23,121
Armstrong County	$974	Llano County	$115,647
Arp	$2,009	Lockhart	$49,050
Asherton	$112	Lockney	$3,301
Aspermont	$9	Log Cabin	$1,960
Atascosa County	$176,903	Lometa	$1,176
Athens	$105,942	Lone Oak	$1,705
Atlanta	$30,995	Lone Star	$8,283
Aubrey	$15,141	Longview	$482,254
Aurora	$1,849	Loraine	$188
Austin County	$76,030	Lorena	$3,390
Austin	$4,877,716	Lorenzo	$11,358
Austwell	$109	Los Fresnos	$11,185
Avery	$138	Los Indios	$159
Avinger	$1,115	Los Ybanez	$0
Azle	$32,213	Lott	$1,516
Bailey	$950	Lovelady	$249
Bailey County	$15,377	Loving County	$1,000
Bailey's Prairie	$5,604	Lowry Crossing	$783
Baird	$2,802	Lubbock	$319,867
Balch Springs	$27,358	Lubbock County	$1,379,719
Balcones Heights	$23,811	Lucas	$5,266
Ballinger	$9,172	Lueders	$508
Balmorhea	$63	Lufkin	$281,592
Bandera	$2,893	Luling	$29,421
Bandera County	$86,815	Lumberton	$36,609
Bangs	$3,050	Lyford	$3,071

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Bardwell	$362	Lynn County	$6,275
Barry	$200	Lytle	$7,223
Barstow	$61	Mabank	$19,443
Bartlett	$3,374	Madison County	$49,492
Bartonville	$8,887	Madisonville	$11,458
Bastrop	$46,320	Magnolia	$26,031
Bastrop County	$343,960	Malakoff	$12,614
Bay City	$57,912	Malone	$439
Baylor County	$29,832	Manor	$12,499
Bayou Vista	$6,240	Mansfield	$150,788
Bayside	$242	Manvel	$12,305
Baytown	$216,066	Marble Falls	$37,039
Bayview	$41	Marfa	$65
Beach City	$12,505	Marietta	$338
Bear Creek	$906	Marion	$275
Beasley	$130	Marion County	$54,728
Beaumont	$683,010	Marlin	$21,634
Beckville	$1,247	Marquez	$1,322
Bedford	$94,314	Marshall	$108,371
Bedias	$3,475	Mart	$928
Bee Cave	$12,863	Martin County	$10,862
Bee County	$97,844	Martindale	$2,437
Beeville	$24,027	Mason	$777
Bell County	$650,748	Mason County	$3,134
Bellaire	$41,264	Matador	$1,203
Bellevue	$56	Matagorda County	$135,239
Bellmead	$14,487	Mathis	$15,720
Bells	$1,891	Maud	$423
Bellville	$7,488	Maverick County	$115,919
Belton	$72,680	Maypearl	$986
Benavides	$152	McAllen	$364,424
Benbrook	$43,919	McCamey	$542
Benjamin	$951	McGregor	$9,155
Berryville	$14,379	McKinney	$450,383
Bertram	$182	McLean	$14
Beverly Hills	$4,336	McLendon-Chisholm	$411
Bevil Oaks	$549	Mcculloch County	$20,021
Bexar County	$7,007,152	Mclennan County	$529,641
Big Lake	$547	Mcmullen County	$1,000
Big Sandy	$4,579	Meadow	$1,121

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Big Spring	$189,928	Meadowlakes	$905
Big Wells	$236	Meadows Place	$18,148
Bishop	$8,213	Medina County	$48,355
Bishop Hills	$323	Megargel	$611
Blackwell	$31	Melissa	$15,381
Blanco	$6,191	Melvin	$345
Blanco County	$49,223	Memphis	$7,203
Blanket	$147	Menard	$991
Bloomburg	$1,010	Menard County	$14,717
Blooming Grove	$352	Mercedes	$21,441
Blossom	$198	Meridian	$3,546
Blue Mound	$2,888	Merkel	$10,117
Blue Ridge	$1,345	Mertens	$239
Blum	$1,622	Mertzon	$29
Boerne	$45,576	Mesquite	$310,709
Bogata	$3,649	Mexia	$21,096
Bonham	$100,909	Miami	$455
Bonney	$2,510	Midland County	$279,927
Booker	$1,036	Midland	$521,849
Borden County	$1,000	Midlothian	$95,799
Borger	$69,680	Midway	$78
Bosque County	$71,073	Milam County	$97,386
Bovina	$173	Milano	$904
Bowie	$83,620	Mildred	$286
Bowie County	$233,190	Miles	$93
Boyd	$6,953	Milford	$6,177
Brackettville	$8	Miller's Cove	$97
Brady	$27,480	Millican	$417
Brazoria	$11,537	Mills County	$19,931
Brazoria County	$1,021,090	Millsap	$34
Brazos Bend	$462	Mineola	$48,719
Brazos Country	$902	Mineral Wells	$92,061
Brazos County	$342,087	Mingus	$189
Breckenridge	$23,976	Mission	$124,768
Bremond	$5,554	Missouri City	$209,633
Brenham	$54,750	Mitchell County	$20,850
Brewster County	$60,087	Mobeetie	$52
Briarcliff	$572	Mobile City	$2,034
Briaroaks	$57	Monahans	$5,849
Bridge City	$80,756	Mont Belvieu	$19,669

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Bridgeport	$33,301	Montague County	$94,796
Briscoe County	$977	Montgomery	$1,884
Broaddus	$31	Montgomery County	$2,700,911
Bronte	$99	Moody	$828
Brooks County	$20,710	Moore County	$40,627
Brookshire	$6,406	Moore Station	$772
Brookside Village	$1,110	Moran	$50
Brown County	$193,417	Morgan	$605
Browndell	$152	Morgan's Point	$3,105
Brownfield	$14,452	Morgan's Point Resort	$8,024
Brownsboro	$3,176	Morris County	$53,328
Brownsville	$425,057	Morton	$167
Brownwood	$166,572	Motley County	$3,344
Bruceville-Eddy	$1,692	Moulton	$999
Bryan	$246,897	Mount Calm	$605
Bryson	$1,228	Mount Enterprise	$1,832
Buckholts	$1,113	Mount Pleasant	$65,684
Buda	$10,784	Mount Vernon	$6,049
Buffalo	$11,866	Mountain City	$1,548
Buffalo Gap	$88	Muenster	$4,656
Buffalo Springs	$188	Muleshoe	$4,910
Bullard	$7,487	Mullin	$384
Bulverde	$14,436	Munday	$2,047
Bunker Hill Village	$472	Murchison	$2,302
Burkburnett	$37,844	Murphy	$51,893
Burke	$1,114	Mustang	$7
Burleson County	$70,244	Mustang Ridge	$2,462
Burleson	$151,779	Nacogdoches	$205,992
Burnet	$33,345	Nacogdoches County	$198,583
Burnet County	$189,829	Naples	$4,224
Burton	$937	Nash	$7,999
Byers	$77	Nassau Bay	$11,247
Bynum	$380	Natalia	$625
Cactus	$4,779	Navarro	$334
Caddo Mills	$43	Navarro County	$103,513
Caldwell	$18,245	Navasota	$37,676
Caldwell County	$86,413	Nazareth	$124
Calhoun County	$127,926	Nederland	$44,585
Callahan County	$12,894	Needville	$10,341
Callisburg	$101	Nevada	$237

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Calvert	$772
Cameron	$11,091
Cameron County	$537,026
Camp County	$28,851
Camp Wood	$422
Campbell	$1,116
Canadian	$1,090
Caney City	$2,005
Canton	$56,734
Canyon	$26,251
Carbon	$620
Carl's Corner	$48
Carmine	$385
Carrizo Springs	$1,671
Carrollton	$310,255
Carson County	$29,493
Carthage	$18,927
Cashion Community	$322
Cass County	$93,155
Castle Hills	$12,780
Castro County	$4,420
Castroville	$4,525
Cedar Hill	$70,127
Cedar Park	$185,567
Celeste	$1,280
Celina	$18,283
Center	$58,838
Centerville	$385
Chambers County	$153,188
Chandler	$17,364
Channing	$2
Charlotte	$4,257
Cherokee County	$156,612
Chester	$1,174
Chico	$2,928
Childress	$37,916
Childress County	$50,582
Chillicothe	$172
China	$522
China Grove	$598
New Berlin	$4
New Boston	$6,953
New Braunfels	$307,313
New Chapel Hill	$288
New Deal	$338
New Fairview	$2,334
New Home	$9
New Hope	$1,024
New London	$4,129
New Summerfield	$442
New Waverly	$2,562
Newark	$520
Newcastle	$914
Newton	$6,102
Newton County	$158,006
Neylandville	$163
Niederwald	$16
Nixon	$2,283
Nocona	$16,536
Nolan County	$50,262
Nolanville	$4,247
Nome	$391
Noonday	$226
Nordheim	$697
Normangee	$6,192
North Cleveland	$105
North Richland Hills	$146,419
Northlake	$8,905
Novice	$76
Nueces County	$1,367,932
O'Brien	$76
O'Donnell	$27
Oak Grove	$2,769
Oak Leaf	$612
Oak Point	$9,011
Oak Ridge	$358
Oak Ridge North	$33,512
Oak Valley	$7
Oakwood	$148
Ochiltree County	$15,476

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Chireno	$1,568
Christine	$354
Cibolo	$13,690
Cisco	$7,218
Clarendon	$114
Clarksville	$20,891
Clarksville City	$54
Claude	$26
Clay County	$72,050
Clear Lake Shores	$6,682
Cleburne	$228,184
Cleveland	$96,897
Clifton	$9,939
Clint	$375
Clute	$51,350
Clyde	$17,287
Coahoma	$2,291
Cochran County	$3,389
Cockrell Hill	$512
Coffee City	$1,087
Coke County	$5,522
Coldspring	$447
Coleman	$5,442
Coleman County	$4,164
College Station	$258,147
Colleyville	$46,049
Collin County	$1,266,721
Collingsworth County	$19,234
Collinsville	$1,831
Colmesneil	$2,211
Colorado City	$8,405
Colorado County	$49,084
Columbus	$6,867
Comal County	$396,142
Comanche	$16,503
Comanche County	$50,964
Combes	$1,710
Combine	$1,892
Commerce	$33,869
Como	$415
Odem	$7,420
Odessa	$559,163
Oglesby	$29
Old River-Winfree	$21,653
Oldham County	$10,318
Olmos Park	$9,801
Olney	$6,088
Olton	$1,197
Omaha	$4,185
Onalaska	$31,654
Opdyke West	$479
Orange	$311,339
Orange County	$689,818
Orange Grove	$1,677
Orchard	$867
Ore City	$6,806
Overton	$7,900
Ovilla	$13,391
Oyster Creek	$9,633
Paducah	$125
Paint Rock	$141
Palacios	$14,036
Palestine	$178,009
Palisades	$240
Palm Valley	$1,918
Palmer	$12,666
Palmhurst	$4,660
Palmview	$7,577
Palo Pinto County	$124,621
Pampa	$67,227
Panhandle	$9,536
Panola County	$80,699
Panorama Village	$1,292
Pantego	$12,898
Paradise	$52
Paris	$201,180
Parker	$10,307
Parker County	$476,254
Parmer County	$15,866
Pasadena	$356,536

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Concho County	$3,859	Pattison	$1,148
Conroe	$466,671	Patton Village	$9,268
Converse	$27,693	Payne Springs	$1,770
Cooke County	$200,451	Pearland	$333,752
Cool	$731	Pearsall	$11,570
Coolidge	$243	Pecan Gap	$719
Cooper	$362	Pecan Hill	$229
Coppell	$86,593	Pecos	$7,622
Copper Canyon	$489	Pecos County	$46,997
Copperas Cove	$133,492	Pelican Bay	$1,199
Corinth	$75,298	Penelope	$415
Corpus Christi	$1,812,707	Penitas	$312
Corral City	$143	Perryton	$23,364
Corrigan	$21,318	Petersburg	$1,691
Corsicana	$87,310	Petrolia	$17
Coryell County	$123,659	Petronila	$5
Cottle County	$875	Pflugerville	$86,408
Cottonwood	$289	Pharr	$144,721
Cottonwood Shores	$1,203	Pilot Point	$11,613
Cotulla	$1,251	Pine Forest	$3,894
Coupland	$266	Pine Island	$3,141
Cove	$387	Pinehurst	$32,671
Covington	$519	Pineland	$4,138
Coyote Flats	$1,472	Piney Point Village	$15,738
Crandall	$12,094	Pittsburg	$20,526
Crane	$10,599	Plains	$129
Crane County	$26,146	Plainview	$60,298
Cranfills Gap	$128	Plano	$1,151,608
Crawford	$383	Pleak	$270
Creedmoor	$16	Pleasant Valley	$308
Cresson	$1,086	Pleasanton	$29,011
Crockett	$23,403	Plum Grove	$258
Crockett County	$18,210	Point	$1,519
Crosby County	$18,388	Point Blank	$355
Crosbyton	$1,498	Point Comfort	$447
Cross Plains	$4,877	Point Venture	$588
Cross Roads	$244	Polk County	$370,831
Cross Timber	$542	Ponder	$1,282
Crowell	$6,335	Port Aransas	$31,022
Crowley	$22,345	Port Arthur	$367,945

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Crystal City	$19,412	Port Isabel	$9,802
Cuero	$24,689	Port Lavaca	$11,752
Culberson County	$789	Port Neches	$38,849
Cumby	$5,320	Portland	$76,517
Cuney	$606	Post	$2,332
Cushing	$1,120	Post Oak Bend City	$1,034
Cut and Shoot	$2,141	Poteet	$6,767
DISH	$19	Poth	$3,974
Daingerfield	$12,476	Potter County	$371,701
Daisetta	$5,370	Pottsboro	$12,302
Dalhart	$11,609	Powell	$110
Dallam County	$21,686	Poynor	$1,180
Dallas County	$8,538,291	Prairie View	$7,600
Dallas	$2,999,902	Premont	$3,321
Dalworthington Gardens	$6,060	Presidio	$148
Danbury	$4,231	Presidio County	$787
Darrouzett	$101	Primera	$2,958
Dawson	$600	Princeton	$19,245
Dawson County	$46,911	Progreso	$8,072
Dayton	$47,122	Progreso Lakes	$39
Dayton Lakes	$38	Prosper	$22,770
De Kalb	$1,035	Providence Village	$508
De Leon	$8,218	Putnam	$14
De Witt County	$68,895	Pyote	$22
DeCordova	$13,778	Quanah	$207
DeSoto	$72,400	Queen City	$4,837
Deaf Smith County	$34,532	Quinlan	$7,304
Dean	$141	Quintana	$492
Decatur	$56,669	Quitaque	$8
Deer Park	$49,388	Quitman	$15,619
Del Rio	$59,056	Rains County	$53,190
Dell City	$15	Ralls	$3,967
Delta County	$30,584	Rancho Viejo	$3,836
Denison	$210,426	Randall County	$278,126
Denton	$458,334	Ranger	$12,186
Denton County	$1,132,298	Rankin	$1,613
Denver City	$2,104	Ransom Canyon	$930
Deport	$42	Ravenna	$685
Detroit	$965	Raymondville	$7,466
Devers	$191	Reagan County	$25,215

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Devine	$4,354
Diboll	$25,533
Dickens	$71
Dickens County	$1,873
Dickinson	$83,683
Dilley	$2,633
Dimmit County	$33,294
Dimmitt	$1,012
Dodd City	$1,211
Dodson	$447
Domino	$196
Donley County	$22,370
Donna	$13,798
Dorchester	$231
Double Oak	$4,765
Douglassville	$574
Dripping Springs	$811
Driscoll	$39
Dublin	$14,478
Dumas	$26,229
Duncanville	$58,328
Duval County	$49,109
Eagle Lake	$4,882
Eagle Pass	$56,005
Early	$14,838
Earth	$242
East Bernard	$5,554
East Mountain	$2,494
East Tawakoni	$2,723
Eastland	$15,896
Eastland County	$52,275
Easton	$329
Ector	$1,108
Ector County	$480,000
Edcouch	$4,101
Eden	$497
Edgecliff Village	$2,232
Edgewood	$13,154
Edinburg	$120,884
Edmonson	$136
Real County	$5,073
Red Lick	$23
Red Oak	$26,843
Red River County	$29,306
Redwater	$1,058
Reeves County	$103,350
Refugio	$8,839
Refugio County	$46,216
Reklaw	$1,136
Reno	$3,791
Reno	$11,164
Retreat	$52
Rhome	$12,285
Rice	$1,972
Richardson	$260,315
Richland	$210
Richland Hills	$24,438
Richland Springs	$2,234
Richmond	$77,606
Richwood	$12,112
Riesel	$1,118
Rio Bravo	$8,548
Rio Grande City	$25,947
Rio Hondo	$3,550
Rio Vista	$4,419
Rising Star	$1,933
River Oaks	$11,917
Riverside	$858
Roanoke	$275
Roaring Springs	$461
Robert Lee	$85
Roberts County	$547
Robertson County	$44,642
Robinson	$18,002
Robstown	$40,154
Roby	$428
Rochester	$674
Rockdale	$20,973
Rockport	$54,253
Rocksprings	$25

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Edna	$18,194	Rockwall	$114,308
Edom	$2,149	Rockwall County	$168,820
Edwards County	$975	Rocky Mound	$280
El Campo	$31,700	Rogers	$3,818
El Cenizo	$621	Rollingwood	$4,754
El Lago	$5,604	Roma	$16,629
El Paso	$1,224,371	Roman Forest	$8,610
El Paso County	$2,592,121	Ropesville	$2,122
Eldorado	$50	Roscoe	$778
Electra	$15,716	Rose City	$4,012
Elgin	$26,284	Rose Hill Acres	$2,311
Elkhart	$301	Rosebud	$1,489
Ellis County	$315,372	Rosenberg	$126,593
Elmendorf	$746	Ross	$147
Elsa	$7,720	Rosser	$549
Emhouse	$83	Rotan	$1,493
Emory	$3,878	Round Mountain	$454
Enchanted Oaks	$1,299	Round Rock	$475,992
Encinal	$1,515	Round Top	$140
Ennis	$81,839	Rowlett	$99,963
Erath County	$102,616	Roxton	$47
Escobares	$40	Royse City	$23,494
Estelline	$909	Rule	$800
Euless	$92,824	Runaway Bay	$6,931
Eureka	$334	Runge	$255
Eustace	$2,089	Runnels County	$33,831
Evant	$2,068	Rusk	$17,991
Everman	$7,692	Rusk County	$151,390
Fair Oaks Ranch	$8,077	Sabinal	$1,811
Fairchilds	$81	Sabine County	$46,479
Fairfield	$1,245	Sachse	$23,400
Fairview	$32,245	Sadler	$925
Falfurrias	$2,221	Saginaw	$31,973
Falls City	$41	Salado	$3,210
Falls County	$34,522	San Angelo	$536,509
Fannin County	$131,653	San Antonio	$4,365,416
Farmers Branch	$94,532	San Augustine	$25,182
Farmersville	$10,532	San Augustine County	$37,854
Farwell	$343	San Benito	$40,015
Fate	$3,473	San Diego	$11,771

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Fayette County	$92,440	San Elizario	$7,831
Fayetteville	$391	San Felipe	$1,498
Ferris	$13,873	San Jacinto County	$197,398
Fisher County	$5,518	San Juan	$28,845
Flatonia	$5,661	San Leanna	$36
Florence	$3,949	San Marcos	$325,688
Floresville	$21,699	San Patricio	$4,213
Flower Mound	$215,256	San Patricio County	$271,916
Floyd County	$9,049	San Perlita	$2,219
Floydada	$6,357	San Saba	$10,057
Foard County	$5,764	San Saba County	$17,562
Follett	$212	Sanctuary	$17
Forest Hill	$26,132	Sandy Oaks	$9,863
Forney	$80,112	Sandy Point	$1,637
Forsan	$576	Sanford	$308
Fort Bend County	$1,506,719	Sanger	$22,237
Fort Stockton	$4,411	Sansom Park	$223
Fort Worth	$2,120,790	Santa Anna	$329
Franklin	$3,931	Santa Clara	$87
Franklin County	$25,783	Santa Fe	$33,272
Frankston	$274	Santa Rosa	$2,138
Fredericksburg	$56,486	Savoy	$2,349
Freeport	$72,973	Schertz	$60,110
Freer	$3,271	Schleicher County	$5,695
Freestone County	$50,495	Schulenburg	$2,560
Friendswood	$140,330	Scotland	$148
Frio County	$19,954	Scottsville	$708
Friona	$2,848	Scurry	$1,110
Frisco	$405,309	Scurry County	$73,116
Fritch	$4,548	Seabrook	$30,270
Frost	$321	Seadrift	$991
Fruitvale	$2,344	Seagoville	$17,106
Fulshear	$5,272	Seagraves	$7,531
Fulton	$1,602	Sealy	$20,637
Gaines County	$54,347	Seguin	$376,538
Gainesville	$153,980	Selma	$22,429
Galena Park	$13,093	Seminole	$16,092
Gallatin	$1,253	Seven Oaks	$3,917
Galveston	$488,187	Seven Points	$7,452
Galveston County	$1,124,093	Seymour	$14,218

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Ganado	$5,510	Shackelford County	$1,288
Garden Ridge	$11,351	Shady Shores	$594
Garland	$420,244	Shallowater	$1,907
Garrett	$2,510	Shamrock	$4,328
Garrison	$3,555	Shavano Park	$3,178
Gary City	$450	Shelby County	$109,925
Garza County	$8,944	Shenandoah	$47,122
Gatesville	$26,994	Shepherd	$147
George West	$6,207	Sherman	$330,585
Georgetown	$225,896	Sherman County	$7,930
Gholson	$1,505	Shiner	$4,042
Giddings	$12,674	Shoreacres	$958
Gillespie County	$63,191	Silsbee	$66,442
Gilmer	$33,951	Silverton	$14
Gladewater	$24,638	Simonton	$1,906
Glasscock County	$1,000	Sinton	$23,658
Glen Rose	$540	Skellytown	$400
Glenn Heights	$16,593	Slaton	$154
Godley	$3,115	Smiley	$655
Goldsmith	$677	Smith County	$758,961
Goldthwaite	$1,225	Smithville	$17,009
Goliad	$3,563	Smyer	$300
Goliad County	$34,660	Snook	$1,422
Golinda	$100	Snyder	$9,018
Gonzales	$14,882	Socorro	$11,125
Gonzales County	$33,230	Somerset	$1,527
Goodlow	$221	Somervell County	$57,076
Goodrich	$9,643	Somerville	$3,806
Gordon	$365	Sonora	$7,337
Goree	$749	Sour Lake	$17,856
Gorman	$3,107	South Houston	$25,620
Graford	$23	South Mountain	$154
Graham	$235,428	South Padre Island	$30,629
Granbury	$71,735	Southlake	$70,846
Grand Prairie	$445,439	Southmayd	$7,096
Grand Saline	$36,413	Southside Place	$885
Grandfalls	$65	Spearman	$14,000
Grandview	$6,600	Splendora	$7,756
Granger	$2,741	Spofford	$7
Granite Shoals	$11,834	Spring Valley Village	$16,404

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Granjeno	$43
Grapeland	$7,287
Grapevine	$129,195
Gray County	$65,884
Grays Prairie	$17
Grayson County	$539,083
Greenville	$203,112
Gregg County	$243,744
Gregory	$4,697
Grey Forest	$474
Grimes County	$94,878
Groesbeck	$5,745
Groom	$965
Groves	$40,752
Groveton	$8,827
Gruver	$1,166
Guadalupe County	$146,824
Gun Barrel City	$36,302
Gunter	$4,609
Gustine	$34
Hackberry	$94
Hale Center	$6,042
Hale County	$79,150
Hall County	$8,933
Hallettsville	$6,895
Hallsburg	$272
Hallsville	$10,239
Haltom City	$71,800
Hamilton	$3,581
Hamilton County	$66,357
Hamlin	$4,656
Hansford County	$16,416
Happy	$327
Hardeman County	$15,219
Hardin	$100
Hardin County	$379,800
Harker Heights	$113,681
Harlingen	$165,429
Harris County	$14,966,202
Harrison County	$185,910
Springlake	$3
Springtown	$14,244
Spur	$427
St. Hedwig	$111
St. Jo	$7,360
St. Paul	$21
Stafford	$75,145
Stagecoach	$3,036
Stamford	$398
Stanton	$3,838
Staples	$19
Star Harbor	$151
Starr County	$99,896
Stephens County	$35,244
Stephenville	$83,472
Sterling City	$62
Sterling County	$939
Stinnett	$4,097
Stockdale	$741
Stonewall County	$1,822
Stratford	$8,378
Strawn	$987
Streetman	$5
Sudan	$32
Sugar Land	$321,561
Sullivan City	$6,121
Sulphur Springs	$124,603
Sun Valley	$4
Sundown	$2,592
Sunnyvale	$3,248
Sunray	$2,571
Sunrise Beach Village	$2,083
Sunset Valley	$9,425
Surfside Beach	$6,530
Sutton County	$6,541
Sweeny	$4,503
Sweetwater	$68,248
Swisher County	$7,251
Taft	$5,861
Tahoka	$430

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Hart	$86	Talco	$372
Hartley County	$786	Talty	$9,124
Haskell	$10,829	Tarrant County	$6,171,159
Haskell County	$22,011	Tatum	$972
Haslet	$1,908	Taylor	$57,945
Hawk Cove	$674	Taylor County	$351,078
Hawkins	$7,932	Taylor Lake Village	$412
Hawley	$931	Taylor Landing	$153
Hays	$506	Teague	$1,714
Hays County	$529,489	Tehuacana	$12
Hearne	$16,824	Temple	$280,747
Heath	$28,751	Tenaha	$4,718
Hebron	$687	Terrell	$148,706
Hedley	$70	Terrell County	$5,737
Hedwig Village	$13,067	Terrell Hills	$9,858
Helotes	$15,790	Terry County	$25,423
Hemphill	$8,035	Texarkana	$192,094
Hemphill County	$14,394	Texas City	$298,702
Hempstead	$21,240	Texhoma	$156
Henderson	$59,966	Texline	$865
Henderson County	$327,965	The Colony	$114,297
Henrietta	$2,720	The Hills	$1,004
Hereford	$20,423	Thompsons	$1,897
Hewitt	$19,776	Thorndale	$1,595
Hickory Creek	$16,510	Thornton	$270
Hico	$5,534	Thorntonville	$87
Hidalgo	$26,621	Thrall	$825
Hidalgo County	$1,253,103	Three Rivers	$4,669
Hideaway	$922	Throckmorton	$29
Higgins	$43	Throckmorton County	$5,695
Highland Haven	$320	Tiki Island	$2,178
Highland Park	$43,383	Timbercreek Canyon	$369
Highland Village	$50,315	Timpson	$12,642
Hill Country Village	$6,485	Tioga	$2,390
Hill County	$127,477	Tira	$185
Hillcrest	$5,345	Titus County	$70,611
Hillsboro	$46,609	Toco	$4
Hilshire Village	$859	Todd Mission	$1,680
Hitchcock	$28,796	Tolar	$2,369
Hockley County	$46,407	Tom Bean	$2,293

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Holiday Lakes	$1,795	Tom Green County	$282,427
Holland	$77	Tomball	$34,620
Holliday	$5,910	Tool	$14,787
Hollywood Park	$9,424	Toyah	$40
Hondo	$115,288	Travis County	$4,703,473
Honey Grove	$7,196	Trent	$63
Hood County	$292,105	Trenton	$3,089
Hooks	$2,702	Trinidad	$5,859
Hopkins County	$149,518	Trinity	$23,652
Horizon City	$7,520	Trinity County	$105,766
Horseshoe Bay	$48,173	Trophy Club	$29,370
Houston County	$78,648	Troup	$7,918
Houston	$7,021,793	Troy	$5,320
Howard County	$89,330	Tulia	$8,911
Howardwick	$84	Turkey	$737
Howe	$9,177	Tuscola	$138
Hubbard	$3,635	Tye	$1,766
Hudson	$6,840	Tyler	$723,829
Hudson Oaks	$15,637	Tyler County	$131,743
Hudspeth County	$985	Uhland	$1,545
Hughes Springs	$4,442	Uncertain	$185
Humble	$73,952	Union Grove	$994
Hunt County	$309,851	Union Valley	$666
Hunters Creek Village	$14,708	Universal City	$28,428
Huntington	$8,792	University Park	$50,833
Huntsville	$80,373	Upshur County	$128,300
Hurst	$99,187	Upton County	$8,499
Hutchins	$9,551	Uvalde	$18,439
Hutchinson County	$74,630	Uvalde County	$36,244
Hutto	$38,346	Val Verde County	$117,815
Huxley	$738	Valentine	$207
Idalou	$1,999	Valley Mills	$2,228
Impact	$8	Valley View	$1,824
Indian Lake	$473	Van	$6,206
Industry	$604	Van Alstyne	$43,749
Ingleside on the Bay	$142	Van Horn	$211
Ingleside	$40,487	Van Zandt County	$248,747
Ingram	$5,243	Vega	$974
Iola	$3,164	Venus	$9,792
Iowa Colony	$4,090	Vernon	$81,337

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Iowa Park	$23,487
Iraan	$56
Iredell	$216
Irion County	$9,105
Irving	$427,818
Italy	$5,349
Itasca	$8,694
Ivanhoe	$26
Jacinto City	$14,141
Jack County	$14,799
Jacksboro	$23,254
Jackson County	$37,984
Jacksonville	$80,179
Jamaica Beach	$4,913
Jarrell	$2,423
Jasper	$78,422
Jasper County	$248,855
Jayton	$63
Jeff Davis County	$8,500
Jefferson	$11,194
Jefferson County	$756,614
Jersey Village	$36,347
Jewett	$9,338
Jim Hogg County	$12,718
Jim Wells County	$166,539
Joaquin	$810
Johnson City	$3,581
Johnson County	$408,692
Jolly	$26
Jones County	$22,001
Jones Creek	$5,078
Jonestown	$6,419
Josephine	$881
Joshua	$20,619
Jourdanton	$9,600
Junction	$4,825
Justin	$8,575
Karnes City	$11,632
Karnes County	$35,249
Katy	$52,467
Victoria	$84,598
Victoria County	$520,886
Vidor	$95,620
Vinton	$622
Volente	$333
Von Ormy	$513
Waco	$512,007
Waelder	$3,427
Wake Village	$174
Walker County	$184,624
Waller County	$126,206
Waller	$11,295
Wallis	$2,698
Walnut Springs	$183
Ward County	$67,920
Warren City	$66
Washington County	$83,727
Waskom	$5,346
Watauga	$33,216
Waxahachie	$152,094
Weatherford	$207,872
Webb County	$505,304
Webberville	$1,280
Webster	$53,202
Weimar	$5,830
Weinert	$234
Weir	$443
Wellington	$9,111
Wellman	$383
Wells	$1,357
Weslaco	$73,949
West	$3,522
West Columbia	$17,958
West Lake Hills	$17,056
West Orange	$42,452
West Tawakoni	$6,995
West University Place	$34,672
Westbrook	$43
Westlake	$41,540
Weston	$266

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Kaufman	$27,607	Weston Lakes	$189
Kaufman County	$353,047	Westover Hills	$4,509
Keene	$38,296	Westworth Village	$7,842
Keller	$79,189	Wharton	$31,700
Kemah	$28,325	Wharton County	$72,887
Kemp	$6,419	Wheeler	$447
Kempner	$330	Wheeler County	$26,273
Kendall County	$100,643	White Deer	$1,273
Kendleton	$13	White Oak	$15,305
Kenedy	$676	White Settlement	$23,304
Kenedy County	$1,000	Whiteface	$155
Kenefick	$416	Whitehouse	$29,017
Kennard	$132	Whitesboro	$18,932
Kennedale	$21,024	Whitewright	$7,098
Kent County	$939	Whitney	$73
Kerens	$1,924	Wichita County	$552,371
Kermit	$5,652	Wichita Falls	$832,574
Kerr County	$218,452	Wickett	$87
Kerrville	$190,357	Wilbarger County	$55,124
Kilgore	$105,583	Willacy County	$24,581
Killeen	$535,650	Williamson County	$1,195,987
Kimble County	$20,480	Willis	$24,384
King County	$1,000	Willow Park	$26,737
Kingsville	$20,083	Wills Point	$43,765
Kinney County	$2,142	Wilmer	$426
Kirby	$8,752	Wilson	$12
Kirbyville	$10,690	Wilson County	$121,034
Kirvin	$2	Wimberley	$724
Kleberg County	$124,109	Windcrest	$12,908
Knollwood	$1,160	Windom	$1,087
Knox City	$1,962	Windthorst	$3,385
Knox County	$11,730	Winfield	$290
Kosse	$2,468	Wink	$120
Kountze	$19,716	Winkler County	$61,163
Kress	$186	Winnsboro	$28,791
Krugerville	$1,508	Winona	$319
Krum	$9,661	Winters	$6,229
Kurten	$686	Wise County	$289,074
Kyle	$51,835	Wixon Valley	$441
La Feria	$10,381	Wolfe City	$5,466

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

La Grange	$9,623	Wolfforth	$4,022
La Grulla	$1,708	Wood County	$267,048
La Joya	$8,457	Woodbranch	$9,617
La Marque	$98,930	Woodcreek	$358
La Porte	$91,532	Woodloch	$1,012
La Salle County	$14,975	Woodsboro	$1,130
La Vernia	$3,217	Woodson	$122
La Villa	$572	Woodville	$20,340
La Ward	$321	Woodway	$25,713
LaCoste	$159	Wortham	$376
Lacy-Lakeview	$11,599	Wylie	$114,708
Ladonia	$2,011	Yantis	$2,072
Lago Vista	$13,768	Yoakum County	$34,924
Laguna Vista	$3,689	Yoakum	$20,210
Lake Bridgeport	$232	Yorktown	$5,447
Lake City	$2,918	Young County	$44,120
Lake Dallas	$25,314	Zapata County	$56,480
Lake Jackson	$75,781	Zavala County	$38,147
Lake Tanglewood	$613	Zavalla	$1,088
Lake Worth	$20,051		

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

EXHIBIT C

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total ($700 million)

Health Care Region Allocation*: $693 million; Administrative Costs: $7 million

Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	$24,220,521
9	Dallas, Kaufman	$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	$12,124,354
15	El Paso, Hudspeth	$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	$23,042,947
18	Collin, Denton, Grayson, Rockwall	$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	$6,755,656
	Administrative Costs	$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

Attachment: 2021 0826 Res Opioid Litigation (Resolution - Texas Opioid Abatement)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: Resolution - Intent to establish PACE

Action Requested:
Consider and act upon a resolution of the City of Celina of the intent to establish a City of Celina Assessed Clean Energy (PACE) Program. (Satarino)

Background Information:
Property Assessed Clean Energy (PACE) is an innovative financing program that enables owners of commercial and industrial properties to obtain low--cost, long--term loans for 100% of the cost of energy---efficiency and water conservation improvements. PACE loans help property owners overcome financial barriers that typically discourage investment in water conservation and energy efficiency retrofits to existing properties. Improvements financed through PACE can generate positive cash flow upon completion with no up--front, out--of--pocket cost to property owners. The term of a PACE loan may extend up to 20 years, resulting in cost savings that exceed the amount of the assessment payment.

PACE loans are paid through and secured by a property assessment voluntarily imposed on the property by its owner with the consent of existing mortgage holders. PACE assessments attach to and follow title to the property, and they are not subject to acceleration upon default or foreclosure. If the property is sold before the PACE loan is fully repaid, the assessment remains in place and the repayment obligation is automatically transferred to the next owner. The senior lien status of PACE assessments substantially reduces the risk of non---payment, making PACE loans very secure and attractive to long--term, risk--averse lenders.

PACE financing enables owners of commercial and industrial properties to help conserve critical water and energy resources, while simultaneously reducing their utility costs and improving their bottom--line profitability. In a broader sense, the availability of PACE financing will help improve the quality and efficiency of our building stock, reduce harmful carbon emissions, and create numerous jobs in the manufacturing, construction and service sectors of the economy. Local jurisdictions are permitted to adopt their own PACE program, which is path that Celina has chosen. The first step is to adopt a Resolution stating the intent to establish the PACE program and set a public hearing date.

Board Review/Citizen Input:
N/A

Alternatives:

N/A

Financial Considerations:
N/A

Legal Review:
Reviewed and approved by the City Attorney.

Supporting Documents:
Resolution of the intent to establish PACE.

Staff Recommendation:
Approve

CITY OF CELINA, TEXAS

RESOLUTION NO. 2021-__

A RESOLUTION OF THE CITY OF CELINA, TEXAS OF INTENT TO ESTABLISH A CITY OF CELINA PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM; AND PROVIDING FOR AN AFFECTIVE DATE.

WHEREAS, The 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the "PACE Act"), which allows the governing body of a local government, including a municipality, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Celina will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the City Council finds that financing energy and water conserving projects through contractual assessments ("PACE financing") furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving water resources; and

WHEREAS, the City Council, subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the City's jurisdiction as a region within which a designated City of Celina authorized representative and the record owners of qualified real property may enter into PACE financing arrangements.

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

SECTION 1. The Recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.

Attachment: Resolution Intent to Adopt PACE CELINA (Resolution - Intent to establsh PACE)

SECTION 2. The City of Celina hereby adopts this Resolution of Intent and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.

SECTION 3. The City of Celina intends to make contractual assessments to repay PACE financing for qualified energy or water conserving projects available to owners of commercial, industrial, and large multifamily residential real property. The program is to be called the City of Celina Property Assessed Clean Energy Program ("City of Celina PACE").

SECTION 4. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments: Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

SECTION 5. The boundaries of the entire geographic area within the City's jurisdiction are the boundaries of the region where PACE financing and assessments can occur.

SECTION 6. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the City of Celina's authorized representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that City will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The City of Celina will not, at this time, provide financing of any sort for the PACE program.

SECTION 7. The City of Celina will contract with a qualified non-profit organization to be the independent third-party Authorized Representative.

SECTION 8. The report on the proposed PACE program prepared as provided by Tex. Local Gov't Code Sec. 399.009, is available for public inspection on the Internet website of the City of Celina and in the office of the City Manager at 142 N. Ohio Street Celina, Texas 75009 and is incorporated in this resolution and made a part hereof for all purposes.

SECTION 9. The City Council will conduct a public hearing on the proposed PACE program and report on October 12, at 5:00p.m. in the City Council Chambers, 112 N. Colorado, Celina, Texas 75009.

[*Remainder of Page Intentionally Left Blank*]

ADOPTED, PASSED, AND APPROVED on this the 14th day of September, 2021.

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

Attachment: Resolution Intent to Adopt PACE CELINA (Resolution - Intent to establsh PACE)

3. [City/County] intends to make contractual assessments to repay PACE financing for qualified energy or water conserving projects available to owners of commercial, industrial, **[removed "agricultural"]**, and large multifamily residential real property. The program is to be called [City/County] Property Assessed Clean Energy ("[City/County] PACE").

4. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments: Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or agricultural real property or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.
   An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. The boundaries of the entire geographic area within [City/County]'s jurisdiction are the boundaries of the region where PACE financing and assessments can occur. [A City PACE program may include its ETJ].

6. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with [City/County]'s [added "authorized"] representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that [City/County] will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner.
   [City/County] will not, at this time, provide financing of any sort for the PACE program.

7. [City/County] will contract with a qualified non-profit organization to be the independent third-party Program Administrator.

8. The report on the proposed PACE program prepared as provided by Tex. Local Gov't Code Sec. 399.009, is available for public inspection on the Internet website of [City/County] and in the office of the [City/County] at [address] and is incorporated in this resolution and made a part hereof for all purposes.

9. The [City Council/County Commissioners Court] will hold a public hearing on the proposed PACE program and report on [date] at _____.m. in the [City Council Room/County Commissioners Courtroom], [address].

Adopted this _____ day of _____, 201_.

[City Council/County Commissioners Court signatures]

Attachment: Resolution Intent to Adopt PACE CELINA (Resolution - Intent to establsh PACE)

3. [City/County] intends to make contractual assessments to repay PACE financing for qualified energy or water conserving projects available to owners of commercial, industrial, **[removed "agricultural"]**, and large multifamily residential real property. The program is to be called [City/County] Property Assessed Clean Energy ("[City/County] PACE").

4. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments: Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or agricultural real property or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.
   An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. The boundaries of the entire geographic area within [City/County]'s jurisdiction are the boundaries of the region where PACE financing and assessments can occur. [A City PACE program may include its ETJ].

6. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with [City/County]'s [added "authorized"] representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that [City/County] will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner.
   [City/County] will not, at this time, provide financing of any sort for the PACE program.

7. [City/County] will contract with a qualified non-profit organization to be the independent third-party Program Administrator.

8. The report on the proposed PACE program prepared as provided by Tex. Local Gov't Code Sec. 399.009, is available for public inspection on the Internet website of [City/County] and in the office of the [City/County] at [address] and is incorporated in this resolution and made a part hereof for all purposes.

9. The [City Council/County Commissioners Court] will hold a public hearing on the proposed PACE program and report on [date] at _____.m. in the [City Council Room/County Commissioners Courtroom], [address].

Adopted this _____ day of _____, 201_.

[City Council/County Commissioners Court signatures]

Attachment: Resolution Intent to Adopt PACE CELINA (Resolution - Intent to establsh PACE)

REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 399.009

FOR PROPOSED CITY OF CELINA

PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

This Report is adopted by the City Council for the City of Celina Property Assessed Clean Energy (PACE) Program (**the "program")** in accordance with the requirements of the Property Assessed Clean Energy Act (**the "PACE Act"**) as set forth in Texas Local Government Code Chapter 399.

The City of Celina and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. As described in this Report, the City of Celina is establishing the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner. The 2015 legislative session streamlined the process.

Loans made under the PACE Program will be secured by assessments on the property that are voluntarily imposed by the owner. Assessments may be amortized over the projected life of the improvements. The annual utility cost savings derived from improvements financed with PACE loans are expected to exceed the amount of the annual assessment payments. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the payment obligation for the remaining balance of the assessment is transferred automatically to the next owner. As a result, the program will help property owners overcome market barriers which often discourage investment in energy efficiency and water conservation improvements.

1. Eligible Properties

The City of Celina PACE program is a strictly voluntary program. All private sector owners of Eligible Properties located within the City's PACE region may participate in PACE financing. ***"Eligible Properties"*** include commercial, industrial, and multi-family residential properties with

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

five or more dwelling units. Government, residential[1], and undeveloped property and property undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. ***"Qualified Improvements"*** are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not considered to be Qualified Improvements.

The following items may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning ("HVAC") systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

3. Benefits of PACE to Property Owners

The PACE program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment upon sale of the property.

By financing Qualified Improvements through the program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

[1] This encompasses single family residential and any multi-family properties less than five units.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

4. Benefits of PACE to the City of Celina

Among other things, projects financed through PACE will:

- Enable property owners and occupants to save substantial amounts in utility costs
- Reduce demand on the electricity grid
- Mitigate greenhouse gas emissions associated with energy generation
- Enhance the value and efficiency of existing buildings
- Boost the local economy by creating new job opportunities for laborers and new business opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufactures
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property
- Improve productivity through optimized energy usage
- Support the State's water conservation plan
- Better enable the City to meet its water conservation goals

Finally, EPA regulations have significant impacts on air quality standards in Texas. For example, the recent adjustment in the NAAQS to a lower standard increased the difficulty for the City to bring the area into attainment. Being non-attainment for priority pollutants in the Clean Air Act endangers federal transportation funding. Through the reduction in energy consumption, as a result of the PACE program, there will be a decreased demand for power resulting in lower emissions from power plants.

The PACE program requires minimal support from the City. It is designed to be self-sustaining. Furthermore, because the PACE program is tax neutral, it achieves all of the benefits listed in this Report without imposing a burden on the City's general fund.

The 84th Texas Legislature added a provision that explicitly shields County and its employees members of the governing body of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a program under this chapter.[2]

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist existing and new customers in addressing an almost universal pent-up demand for needed commercial and industrial property equipment modernization. In order to protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

[2] TX. Local Gov't Code §399.019. In the 85th legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the PACE Program

Under the PACE Act, the establishment and operation of the program are considered to be governmental functions. The PACE Act further authorizes the City to enter into a contract with a third party to provide administrative services for the PACE program (the ***"Authorized Representative"***). The City of Celina intends to delegate administration of the PACE program to Texas PACE Authority, a qualified, non-profit organization that can administer the program at no cost to the City.

The Authorized Representative will be funded by transaction fees paid by the parties, charitable grants or other sources of revenue. The Authorized Representative will not receive compensation or reimbursement from the City. Periodic updates to the standard form documents (described in Section 9) will be necessary as the program evolves, incorporating best practices and standardizing the PACE contracts across various PACE programs. The Authorized Representative will be tasked with maintaining the form contracts and making technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The City will follow best practices of other PACE programs by recommending that lenders be:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business
- Small business investment company;
- Any publicly traded entity; or
- Any private entity that:
  - Has a minimum net worth of $5 million; and
  - Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending; and
  - Can provide independent certification as to availability of funds; and
- All lenders must have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

Any lender can participate in the PACE program as long as it is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts. The property owner, not the City or the Authorized Representative, selects the lender.

The Authorized Representative will not guarantee or imply that funding will automatically be provided from a third-party lender, imply or create any endorsement of, or responsibility for, any lender; or create any type of express or implied favoritism for any eligible lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following describes all aspects of the PACE Program:

a. Map of Region. A map of the boundaries of the region included in the program is attached to this Report as Exhibit 1. The region encompasses the City limits

b. Form Contract with Owner. A form contract between the City of Celina and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the terms of the assessment under the PACE program and the financing to be provided by an Eligible Lender of the property owner's choosing.

c. Form Contract with Lender. A form contract between the City of Celina and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the financing and servicing of the debt through assessments.

d. Form Notice of Contractual Assessment Lien. A form Notice of Assessment Lien to be filed by the City of Celina with the county Clerk is attached to this Report as Exhibit 4.

e. Qualified Improvement. The following types of projects are qualified improvements that may be subject to contractual assessments under the PACE program:

> Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial or residential real property with five (5) or more dwelling units;[3] and (b) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature. [4]

[3] TX. Local Gov't Code §399.002(5).
[4] TX. Local Gov't Code §399.002(3).

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE program may not be used to finance improvements to undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.[5]

e. Authorized Representative. HB 3187 was signed into law on June 16, 2015. It authorizes a municipality to delegate administration of the PACE program to a third-party "representative." The City of Celina intends to delegate all official administrative responsibilities, like the execution of individual contracts with property owners and lenders, to an Authorized Representative. This relationship will be monitored and maintained by the City Manager or his/her designee.

f. Plans for Insuring Sufficient Capital[6]. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the owner's financing of the Qualified Improvements. The lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

g. No Use of Bonds or Public Funds. The City of Celina does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.

h. Limit on Length of Loan. One of the statutory criteria of a PACE loan is that the assessment payment period cannot exceed the useful life of the Qualified Improvement that is the basis for the loan and assessment. As part of the application process, the property owners will submit a third-party review showing the water or energy baseline conditions and the projected water or energy savings. This review will aid the Authorized Representative in making a determination that the period of the requested assessment does not exceed the useful life of the Qualified Improvement.

i. Application Process. The Authorized Representative will accept applications from property owners seeking to finance Qualified Improvements under the program. Each application must be accompanied by the required application fee and must include:

(1) A description of the specific Qualified Improvements to be installed or modified on the property,
(2) A description of the specific real property to which the qualified improvements will be permanently fixed, and
(3) The total amount of financing, including any transaction costs, to be repaid through assessments.

[5] TX. Local Gov't Code §399.004.

[6] The Texas PACE Authority's website (www.texaspaceauthority.org) offers a non-exhaustive list of interested and qualified lenders to assist property owners in funding PACE projects in Texas.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

Based on this information, the Authorized Representative may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

Once the above processes are completed, the property owner will submit the application to the Authorized Representative to obtain preliminary approval. The property owner is expected to produce the following documentation prior to closing on the PACE loan:

(1) A Report conducted by a qualified, independent third party, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;
(2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
(3) All other information required by the Authorized Representative.

j. Financial Eligibility Requirements. The Authorized Representative will determine whether the owner, the property and the improvements are eligible for financing under the program. The Eligible Lender chosen by the owner will determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The statutory method[7] for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including the following:

(1) verification that the person requesting to participate in the program is the legal record owner of the benefitted property,
(2) the applicant is current on mortgage and property tax payments,
(3) the applicant is not insolvent or in bankruptcy proceedings,
(4) the title of the benefitted property is not in dispute; and
(5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property.

k. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the Authorized Representative and the property owner imposing an assessment under the program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.[8]

[7] TX. Local Gov't Code §399.009(b).
[8] TX. Local Gov't Code §399.010.

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l. Imposition of Assessment. The Authorized Representative will enter into a written contract with the property owner, only after:

(1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;

(2) The Authorized Representative's determination that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and

(3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Eligible Lender will file "A Notice of Contractual Assessment Lien," in substantially the form in Exhibit 4 in the Official Public Records of Denton County, depending on where the Eligible Property is located, as notice to the public of the assessment, from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

m. Collection of Assessments. The execution of the written contract between the Authorized Representative and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and with the lender to repay the financing secured by the assessment. The third-party lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form lender contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.[9]

With funds from the lender, the property owner can purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all of the following conditions are met:

[9] The servicer will be responsible for maintaining payment records, account balances, and reporting to the Authorized Representative as required.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

(1) The assignment or transfer is made to an Eligible Lender, as defined above;
(2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the schedule for repayment of the debt; and
(3) The assignee or transferee, by operation of the financing documents or otherwise, written evidence of which shall be provided, assumes lender's obligations under the lender contract.

n. Verification Review. After a Qualified Improvement is completed, the Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.[10] The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE program.

o. Marketing and Education Services. The City of Celina may subsequently enter into agreements with one or more other local governments or non-profit organizations that promote energy and water conservation and/or economic development to provide marketing and education services for the PACE program.

p. Quality Assurance and Antifraud Measures. The Authorized Representative will institute quality assurance and antifraud measures for the Program. The Authorized Representative will review each PACE application for completeness and supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer, before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

[10] TX. Local Gov't Code §399.011.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

q. Delinquency. Under the terms of the form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender will agree to take at least the following steps to collect the delinquent installment:

(1) Mail to the owner a written notice of delinquency and demand for payment by both certified mail (return receipt requested) and first class mail, and

(2) Mail to the owner a second notice of delinquency and demand for payment by both certified mail (return receipt requested) and first class mail, at least 30 days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency within 30 days after mailing the second notice of delinquency, the lender may notify the Authorized Representative of the owner's default. Pursuant to Texas Local Government Code Section 399.014(c), the Authorized Representative will initiate steps for the City to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, of the Texas Constitution. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the City to offset the cost of collection.

In no event will the total amount of interest on the Assessment, including statutory interest payable to the City of Celina and contractual interest payable to the lender under the financing documents, exceed the maximum amount or rate of non-usurious interest that may be contracted for, charged, or collected under Texas law (the "usury limit"). If the total amount of interest payable to the City of Celina will be reduced, and any interest in excess of the usury limit will be credited to the amount payable to the City of Celina or refunded. If the City files suit to enforce collection, the City may also recover costs and expenses, including attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rate as in suit to collect a delinquent property tax. If a delinquent installment of an assessment is collected after the filing of a suit, the City will remit to the lender the net amount of the delinquent installments and contractual interest collected and remit to the Authorized Representative the amount of any administrative fees collected but will retain any statutory penalties, interest, and attorney's fees collected.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT 1 MAP OF CITY/COUNTY PACE REGION

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT 2

FORM OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY ("PACE") OWNER CONTRACT ("**Owner Contract**") is made as of the _____ day of _____, _____, by and between the City of Celina, Texas ("**Local Government**"), and _____ ("**Property Owner**").

RECITALS

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City Council (the "**PACE Program**"), and has designated Texas Property Assessed Clean Energy Authority ("**Authorized Representative**") as the representative authorized to enter into the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the City of Celina jurisdiction as a region ("Region") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

C. Property Owner is the legal and record owner of the qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas, _____-____ (the "**Property**").

D. Pursuant to Application number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**"). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the "**Assessment**") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the in the Official Public Records of Denton County, Texas (the "**Notice of Contractual Assessment Lien**"), a copy of which is attached hereto as Exhibit A and made a part hereof, to repay the financing of such Qualified Improvements. The Property,

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. The financing of such Qualified Improvements will be provided to Property Owner by _____ ("**Lender**"), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act and by the PACE Program (the "**Lender Contract**"). The financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until such financing is repaid in full and to release the Assessment upon notice from Lender of such payment, or foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner's intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the amount of $_____, as set forth in the Notice of Contractual Assessment Lien, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the "**Financing Documents**") which are described or listed on Exhibit C attached hereto and made a part hereof by reference. Property Owner promises and agrees to pay such amount and interest to Local Government, in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to the Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to secure the payment of such amount, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender's agreement to advance financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to undertake reasonable efforts to enforce the Assessment against the Property for the benefit of Lender in the event of a default by Property Owner. Local Government agrees to send an annual notice of assessment to the Property Owner each year there is a PACE lien balance.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

3. Installments. The Assessment, including the amount financed and contractual interest, is due and payable in installments as set forth in the Notice of Contractual Assessment Lien and the Financing Documents ("**Installments**"). The Assessment shall include: (1) an application fee paid by Property Owner to Authorized Representative at loan closing, and (2) a recurring administration fee paid by Property Owner to the Authorized Representative. The recurring administration fee amount shall be collected by Lender and paid to the Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by the Program Administrator. The amounts due to the Authorized Representative are identified in Exhibit C hereto. As required by Section 399.009(a) (8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project. When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this Owner Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and this Owner Contract. Thereafter, the Authorized Representative will record the release.

4. Assignment of Right to Receive Installments. Lender will have the right to assign or transfer the right to receive the Installments of the financing secured by the Assessment, provided all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Notice of Contractual Assessment Lien and the Financing Documents; and

(c) The assignee or transferee, by operation of the Financing Documents or otherwise, written evidence of which shall be provided to Authorized Representative, assumes Lender's obligations under this Lender Contract.

Upon written notice to Property Owner and Authorized Representative of an assignment or transfer of the right to receive the Installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under such Lender Contract accruing after the date of the assignment assumed by and transferred to such assignee or transferee and all of such obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments that does not meet all of these conditions is void.

5. Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act,

(a) Delinquent Installments of the Assessment will incur interest and penalties in the same manner and in the same amount as delinquent property taxes, viz., a delinquent Installment incurs a penalty of 6% of the amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

However, an Installment delinquent on July 1 incurs a total penalty of 12% of the amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment will also accrue interest at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be assessed by Lender and retained by Lender.

(b) The Assessment, together with any penalties and interest thereon,

(1) is a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is filed in the Official Public Records of Denton County as provided by Section 399.014 of the PACE Act, until the financing secured by the Assessment and any penalties and interest are paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or the Authorized Representative.

(d) In the event of a default by Property Owner in payment of the Installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) After written notice of the Assessment is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act, the lien created by the Assessment may not be contested on the basis that

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between the Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the Official Public Records of Denton County as notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees that all improvements purchased, constructed and/or installed through financing obtained pursuant to this Owner Contract shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of and sale or assignment of the Property.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by the Local Government.

9. Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in: (1) the PACE Program, and/or (2) the PACE Act.

10. Binding Effect. This Owner Contract inures to the benefit of Local Government and is binding upon Property Owner, its heirs, successors, and assigns.

11. Notices. All notices and other communications required or permitted by this Owner Contract shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at its address shown below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

15. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and contractual interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the "usury limit"). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

17. Counterparts. This Owner Contract may be executed in any number of counterparts, each counterpart may be delivered originally or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

18. Costs. No provisions of this Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

19. Construction Terms. If the Lender Contract includes requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

PROPERTY OWNER:

_____

By:_____

Name: _____

Title: _____

Address: _____

_____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____§

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

_____

_____(print name)

NOTARY PUBLIC, STATE OF TEXAS

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

LOCAL GOVERNMENT:

CITY OF Celina

By:_____
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

Name: _____

Title: _____

Address: _____

_____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____, Texas.

_____
_____
_____
_____
_____
_____

_____(print name)

NOTARY PUBLIC, STATE OF TEXAS

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT B

MORTGAGE HOLDER(S) CONSENT

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT D

CONSTRUCTION TERMS

[if applicable]

Date	Draw down Amount	Purpose

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT 3

FORM LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY ("PACE") LENDER CONTRACT (the "**Lender Contract**") is made as of the _____ day of _____, _____, by and between the City of Celina, Texas ("**Local Government**") and _____ ("**Lender**").

RECITALS

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City Council (the "**PACE Program**"), and has designated Texas Property Assessed Clean Energy Authority ("**Authorized Representative**") as the representative authorized to enter into the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the City of Celina, Texas jurisdiction as a region ("**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

C. Pursuant to Application number _____, _____ ("**Property Owner**") has applied to Local Government to participate in the PACE Program with respect to certain real property located at _____, _____, Texas, __ -____ (the "**Property**") by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**").

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the "**Owner Contract**"), in which Property Owner has requested that Local Government impose an assessment (the "**Assessment**") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

the in the Official Public Records of Denton County, Texas (the "**Notice of Contractual Assessment Lien**"), a copy of which is attached to the Owner Contract as Exhibit A, to repay the financing of such Qualified Improvements. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (the "**Financing**") will be provided to Property Owner by Lender in accordance with financing documents which are described or listed on Exhibit B attached hereto and made a part hereof (the "**Financing Documents**"). Such Financing includes only those costs and fees for which an assessment may be imposed under the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing secured by the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner's intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide the Financing for the Project in the total amount of $_____, according to the terms set out in the Financing Documents attached hereto as Exhibit B. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest, any prepayment premium, additional penalties and interest imposed by the Lender under the Financing Documents according to the Financing Documents, and any statutory penalties, interest, attorney's fees, or costs accrued in the event of default are paid in full. Local Government will not release the Assessment until which time Lender notifies Local Government that all amounts owing have been paid in full. Local Government shall not sell, assign or transfer the Assessment or the assessment lien against the Property to any third party without the prior written consent of the Lender. Local Government agrees to enforce the assessment lien against the Property for the benefit of Lender in the event of a default by Property Owner in accordance with the provisions set forth in paragraph 6. Local Government shall have no obligation to repurchase the assessment and no liability to Lender should there be a default or an event of default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment, including the amount financed and contractual interest, is due and payable to Lender in installments as set forth in the Notice of Contractual Assessment Lien and Financing Documents ("**Installments**"). The Assessment shall include: (1) an application fee paid by Property Owner to Authorized Representative at loan closing, and (2) a recurring administration fee paid by Property Owner to the Authorized Representative. The recurring administration fee amount shall be collected by Lender and paid to the Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

by the Program Administrator. The amounts due to the Authorized Representative are identified in Exhibit B hereto. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project. Notwithstanding the foregoing, in event of default by Property Owner resulting in an Installments payment delinquency, Lender will, upon notice to Program Administrator, stay any amounts due to Program Administrator until such default has been cured and payments are received from Property Owner. Lender agrees that any stay in payments due to Program Administrator shall not reduce the total payments due to Program Administrator under the Financing Documents. When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this Lender Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and this Lender Contract. Thereafter, the Authorized Representative will record the release.

3. Assignment of Right to Receive Installments. Lender will have the right to assign or transfer the right to receive the Installments of the Assessment, provided all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity; or

(5) Any private entity that:

(i) Has a minimum net worth of $5 million;

(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts

(6) A financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents; and

(c) The assignee or transferee, by operation of the Financing Documents or otherwise, written evidence of which shall be provided to Authorized Representative, assumes Lender's obligations under this Lender Contract.

Upon written notice to Property Owner and Authorized Representative of an assignment or transfer of the right to receive the Installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under this Lender Contract accruing after the date of the assignment and all of such obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments of the Assessment that does not meet all of these conditions is void.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder.

5. Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

(a) Delinquent Installments of the Assessment incur interest and penalties in the same manner and in the same amount as delinquent property taxes, viz., a delinquent Installment incurs a penalty of 6% of the amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment also accrues interest at the rate of 1% for each month or portion of a month the Installment remains unpaid. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be assessed by Lender and retained by Lender.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

(b) The Assessment, together with any penalties and interest thereon,

(1) is a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is filed in the Official Public Records of Denton County, Texas, as provided by Section 399.014 of the PACE Act, until the Assessment and any penalties and interest are paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or the Authorized Representative.

(d) In the event of a default by Property Owner in payment of the Installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) After written notice of the Assessment is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Assessment payments will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Local Government agrees to send an annual notice of assessment to the Property Owner each year there is a PACE lien balance.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any installment of the Assessment as specified in the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency to the Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, the Lender or its designated servicer may notify the Authorized Representative who will certify to the Local Government in writing of a default by the Property Owner, and upon receipt of such certification and after doing its own due diligence, Local Government will enforce the assessment lien for the benefit of Lender pursuant to Tex. Local Gov't Code Sec. 399.014(c), in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(d) Final Payment and Release. When the Assessment has been satisfied and paid in full, together with all interest and prepayment premiums, if any, provided under the Financing Documents and all costs, fees, penalties, and interest applicable under the PACE Act and payable to Lender or Local Government, Local Government's rights under the Owner Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and the Owner Contract. Thereafter, the Authorized Representative will record the Release.

(e) Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government will not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(f) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

(g) Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

9. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in: (1) the Notice of Contractual Assessment Lien, (2) the Owner Contract, (3) the PACE Program, and/or (4) the PACE Act.

10. Binding Effect. This Lender Contract is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. All notices and other communications required or permitted hereunder shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

13. Entire Agreement. This Lender Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Lender Contract may be executed in any number of counterparts, each counterpart may be delivered originally or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and contractual interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the "usury limit"). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

17. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a "qualified project" as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

18. Construction Terms. If this Lender Contract includes requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit C attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

LENDER:

_____

By:_____

Name: _____

Title: _____

Address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

_____

_____(print name)

NOTARY PUBLIC, STATE OF TEXAS

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

LOCAL GOVERNMENT:

CITY OF Celina, TEXAS

By:_____
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

Name: _____

Title: _____

Address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____, Texas.

_____
_____
_____
_____
_____
_____

_____(print name)

NOTARY PUBLIC, STATE OF TEXAS

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT A

OWNER CONTRACT

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT B

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT C

CONSTRUCTION TERMS

[if applicable]

Date	Draw down Amount	Purpose

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT 4

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

STATE OF TEXAS §
§
CITY OF Celina §

RECITALS

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. The City of Celina, Texas ("**Local Government**") has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City Council (the "**PACE Program**"), and has designated Texas Property Assessed Clean Energy Authority ("**Authorized Representative**") as the representative authorized to enter into and enforce the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the City of Celina jurisdiction as a region ("**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

C. _____ ("**Property Owner**") is the legal and record owner of the qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas, _____ and more fully described in Exhibit A attached hereto and made a part hereof (the "**Property**").

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the **Qualified Project**"). Property Owner has entered into a written contract (the "**Owner Contract**") with Local Government pursuant to the PACE Act and the PACE Program and has

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements will be provided to Property Owner by _____ ("**Lender**"), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act and by the PACE Program (the "**Lender Contract**"). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the amount of $_____, as set forth on Exhibit C attached hereto, which together with all interest, fees, penalties, costs and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the "**Financing Documents**") is herein referred to as the "**Assessment**".

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment, including interest and any penalties, costs, or fees accrued thereon,

   (i) is a first and prior lien on the Property from the date that this Notice of Contractual Assessment Lien is recorded in the Official Public Records of Denton County, Texas, until such Assessment, interest, penalties, costs, and fees are paid in full; and

   (ii) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

2. The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or the Authorized Representative.

3. After this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act, the lien created by the Assessment may not be contested on the basis that the improvement is not a Qualified Improvement or the project is not a Qualified Project.

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXECUTED on _____, _____.

LOCAL GOVERNMENT:
CITY OF Celina, TEXAS

By:

Name: _____

Title: _____

AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____, Texas.

_____

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT A

PROPERTY DESCRIPTION

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT B

QUALIFIED IMPROVEMENTS

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

EXHIBIT C

ASSESSMENT

Assessment Payment Schedule

Assessment Total:
Payment Frequency:
Interest Rate:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

INDEXING INSTRUCTION:

Grantor: _____, Property Owner
Grantees: _____, Local Government
_____, Lender

After recording, return to- _____
_____
_____
_____

Attachment: Celina DRAFT PACE Report (Resolution - Intent to establsh PACE)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: TEFRA Resolution - PFA Bonds

Action Requested:
Consider and act upon a resolution of the City Council of the City of Celina, Texas approving the issuance of Bonds by the Public Finance Authority to finance facilities to be located in Celina, Texas. (Stovall)

Background Information:

The project being financed is a 32-bed hospital to be built on a site at the northeast corner of the intersection of Punk Carter Road and Dallas Parkway in the City of Celina. The hospital will be almost identical to Trinity Regional Hospital in Sachse which is nearly complete and is scheduled to open in September. The Sachse hospital was financed with bonds issued by Public Finance Authority ("PFA"), a Wisconsin based national issuer. One of the reasons PFA is being used is that the development group is working on developing the same model hospital in Arizona and it is much easier to keep the finance team the same.

The proposed bond, which will be qualified 501(c)(3) bonds, are private activity bonds under the tax code. A requirement for private activity bonds to be tax-exempt is TEFRA approval by the local jurisdictions in which the bond issuer and project are located. The TEFRA approval requirements are for a public hearing to be held after 7 days' notice in a local paper or the City's notice sited and approval by the governing body of the jurisdiction or the highest elected executive officer.

Board Review/Citizen Input:
NA

Alternatives:

Financial Considerations:

Legal Review:
City Attorney and Bond Counsel completed review

Supporting Documents:
Resolution

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS APPROVING THE ISSUANCE OF BONDS BY THE PUBLIC FINANCE AUTHORITY TO FINANCE FACILITIES TO BE LOCATED IN CELINA, TEXAS.

WHEREAS, Celina Regional Medical Center Inc. (the "Borrower"), a Texas nonprofit corporation that is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), desires to finance the costs of design, construction, and equipping of a general acute care hospital with a capacity of 32 beds to be located at 2810 South Dallas Parkway, Celina, Texas, including land expected to be leased to others on which a medical office building and related parking facilities will be constructed (the "Project"); and

WHEREAS, the Public Finance Authority (the "Public Finance Authority"), a national issuer based in Wisconsin is proposing to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed $150,000,000 (the "Bonds") and to lend the proceeds of the Bonds to the Borrower for the purpose of (i) financing the costs of design, acquisition, construction, and equipping of the Project, (ii) funding capitalized interest, (iii) funding a debt service reserve fund for the Bonds, (iv) funding start-up expenses and working capital, and (v) financing the cost of issuing the Bonds; and

WHEREAS, the Project will be owned and operated by the Borrower and will be managed by Quorum Health Resources, LLC or its affiliate; and

WHEREAS, in order for interest on the Bonds to be excludable from gross income for federal income tax purposes, the issuance of the Bonds must, among other things, be approved by the governmental unit of the jurisdiction in which the Project is located, in compliance with Section 147(f) of the Code; and

WHEREAS, the legislation creating the Public Finance Authority provides that it may not issue bonds to finance a capital improvement project in any state or territory of the United States unless a political subdivision within whose boundaries the project is to be located has approved the financing of the project; and

WHEREAS, after publication of a notice of public hearing at least 7 days prior to the date of this approval, which notice was published in the *Celina Record*, a newspaper of general circulation in Celina, Texas (the "City"), on September 10, 2021 a public hearing was held regarding the financing of the Project with the proceeds of the Bonds in accordance with Rev. Proc. 2020-49; and

WHEREAS, there has been submitted to the City Council, as the governing body of the City, the report of the City's authorized hearing officer regarding such public hearing; and

WHEREAS, the purposes of this approval are to (i) satisfy the public approval requirement of Section 147(f) of the Code, in order to qualify the interest on the Bonds for

Attachment: Celina - TEFRA Approval (Celina) (Hospital TEFRA Resolution)

exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code, and (ii) comply with the requirements of the Public Finance Authority; and

WHEREAS, the Bonds will be limited obligations of the Public Finance Authority payable solely from the loan repayments to be made by the Borrower to the Authority, and certain funds and accounts established by the trust indenture for the Bonds. In no event shall the City be liable for such Bonds, nor shall the Bonds constitute a debt or any other obligation of the City. None of the City's assets shall be pledged to the payment of the Bonds; and

WHEREAS, pursuant to the requirements of the Code, the issuance of the Bonds must be approved by the governing body or highest ranking executive or administrator of the political body having jurisdiction over the area in which the Project is located; and

WHEREAS, the Public Finance Authority has requested that the City Council approve the financing of the costs of the Project and the issuance of the Bonds in order to satisfy Section 147(f) of the Code and the requirements of the Public Finance Authority;

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

1. For the limited purposes of satisfying the provisions of Section 147(f) of the Cost and complying with the requirements of the Public Finance Authority, the issuance of the Bonds in the aggregate principal amount not to exceed $150,000,000 for the purpose of (i) financing the costs of design, acquisition, construction, and equipping of the Project, (ii) funding capitalized interest, (iii) funding a debt service reserve fund for the Bonds, (iv) funding start-up expenses and working capital, and (v) financing the cost of issuing the Bonds is hereby approved.

2. This approval is given solely for the purpose of compliance with provisions of the Code and the requirements of the Public Finance Authority and in no event shall this approval constitute any obligation on the part of the City with respect to the Bonds or for any other purposes.

3. This Resolution does not constitute an approval by the City of any other aspect of the Project. In particular, but without limitation, this Resolution does not constitute zoning approval, approval of any building permit, or any other approval required by the City in regard to the Project other than approval of the Bonds.

4. The Council hereby ratifies Jerry G. Peterson as the City's hearing officer for purposes of attending and reporting on the public hearing recited in the seventh WHEREAS clause above.

[Remainder of page left blank intentionally]

Attachment: Celina - TEFRA Approval (Celina) (Hospital TEFRA Resolution)

PASSED AND APPROVED THIS THE 14th DAY OF SEPTEMBER, 2021.

CITY OF CELINA, TEXAS

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

Attachment: Celina - TEFRA Approval (Celina) (Hospital TEFRA Resolution)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: September 14, 2021
Re: Choate Parkway Pedestrian Bridge

Action Requested:
Consider and act to award bid 2021-0095 for the construction and installation of the Choate Parkway Pedestrian Bridge to GRod Construction, LLC in an amount not to exceed $85,000. (Berry)

Background Information:
On August 31, 2021, the City received responses to bid 2021-0095 for the Choate Parkway Pedestrian Bridge. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two-hundred eighty-nine vendors and plan rooms were notified. One No-Bid and one response was received.

An initial review was conducted by Purchasing and the responses were reviewed by the Engineer of Record.

The contract period is for 120 calendar days.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available through bond funds and will be tracked in project R30. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Standard contract documents have been used and previously reviewed.

Supporting Documents:
Tab Sheet

Staff Recommendation:
Award Bid #2021-0095

Event Number	2021-0095 Addendum 1	**Organization**	City of Celina eBid
Event Title	Choate Pkwy Pedestrian Bridge	**Workgroup**	Purchasing
Event Type	BID	**Email**	dberry@celina-tx.gov
Issue Date	8/16/2021 04:03:22 PM (CT)	**Phone**	(469) 813-4194
Close Date	8/31/2021 10:00:00 AM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
GRod Construction, LLC	Boyd	TX	8/31/2021 09:26:18 AM (CT)	1	$85,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and GRod Construction, LLC (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Celina
Choate Pkwy Pedestrian Bridge
BID 2021-0095
PROJECT R30

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction project includes:

Installation of a two 75 LF of black powder coated galvanized steel pedestrian rail with foundation adjacent to an existing headwall located 90 feet west of the Choate-Kinship roundabout.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

Halff Associates
Michael M. Lesh
3803 Parkwood Blvd.
Suite 800
Frisco, TX 75034-8641

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within ***120*** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified

Attachment: Agreement - Choate Bridge - GRod (Choate Pedestrian Bridge R30)

in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: $85,000.00

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the ***last*** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

Attachment: Agreement - Choate Bridge - GRod (Choate Pedestrian Bridge R30)

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;

Attachment: Agreement - Choate Bridge - GRod (Choate Pedestrian Bridge R30)

8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents 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.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

Attachment: Agreement - Choate Bridge - GRod (Choate Pedestrian Bridge R30)

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **September 14, 2021.**

CITY OF CELINA, TEXAS	**CONTRACTOR.**
_____	_____
Jason Laumer, City Manager	
	_____
	Printed Name & Title
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **contracts@celina-tx.gov**	

Attachment: Agreement - Choate Bridge - GRod (Choate Pedestrian Bridge R30)

EJCDC® C-410, Bid Form for Construction Contract.
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Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: David Amsler, Assistant
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: Sutton Fields II PID SAP update

Action Requested:
Consider and act upon the 2021-22 annual service plan update for the Sutton Fields II Public Improvement District. (Stovall)

Background Information:
The Sutton Fields PID was created by the City Council pursuant to the PID Act and a resolution approved on September 8, 2015. The PID is located approximately one mile west of the Dallas North Tollway service extension. The PID is anticipated to contain an estimated 2,348 residential units on approximately 622 acres within five phases.

- Incorporates correct NIA #4 lot count mix (confirmed with developer)
  - Minor changes within body of report as it relates to this item
  - NIA #4 Assessment Roll reflects changes to assessments per lot and annual installments to be billed
- No budgeted amounts (aggregate amount) or TIRZ calculations of any improvement area have been changed from what was approved at the August 10th meeting
- House Bill 1543

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Annual SAP update

Staff Recommendation:

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE 2021-22 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE FOR THE SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT

WHEREAS, the City of Celina (the "City") is authorized pursuant to Texas Local Government Code, Chapter 372, as amended (the "PID Act") to create public improvement districts for the purposes described therein; and

WHEREAS, the City received a petition (the "Petition") requesting the creation of the Sutton Fields II Public Improvement District (the "PID); and

WHEREAS, on October 13, 2015, the City held a public hearing then passed and adopted Resolution No. 2015-51R establishing the Sutton Fields II Public Improvement District in accordance with the PID Act; and

WHEREAS, on November 10, 2015, the City passed and adopted Ordinance No. 2015-54 approving a Service and Assessment Plan (the "SAP") for the PID;

WHEREAS, the PID Act requires that the city council of the City review and update the SAP annually for the purposes of determining the annual budget for improvements; and

WHEREAS, the PID requires that not later than the seventh date after the date the city council of the City amends or updates the SAP, including the notice form required by Section 5.014 of the Texas Property Code, as amended, the city council shall file a copy of the amended or updated SAP with the county clerk of each county in which all or a part of the PID is located.

WHEREAS, the city council previously approved an Annual Service Plan Update for 2021-22 on August 10, 2021;

WHEREAS, the city council wishes to approve an amended 2021-22 Annual Update of the SAP (the "Amended Annual Service Plan Update") for the PID to update certain development details and related budget.

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The Amended Annual Service Plan Update, attached to this Ordinance as Exhibit A, complies with the requirements of the PID Act, as amended, is hereby approved and adopted by the City as the Service and Assessment Plan for the PID.

Section 3. All ordinances, resolutions, and agreements and parts of ordinances, resolutions, and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

Attachment: Sutton Fields - 2021-22 Amended SAP Update Draft Ordinance v1 (002) (SAP Update - Sutton Fields II PID)

Section 4. It is hereby found and determined that the meeting at which this ordinance was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law. The Ordinance shall become effective immediately upon passage. The City Secretary shall cause this Ordinance to be filed with the county clerk in each county in which all or a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Attachment: Sutton Fields - 2021-22 Amended SAP Update Draft Ordinance v1 (002) (SAP Update - Sutton Fields II PID)

PASSED AND ADOPTED on the _____ day of _____, 2021.

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

Attachment: Sutton Fields - 2021-22 Amended SAP Update Draft Ordinance v1 (002) (SAP Update - Sutton Fields II PID)

SUTTON FIELDS II
PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

AMENDED ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 - 8/31/22)

AS APPROVED BY CITY COUNCIL ON:
SEPTEMBER 14, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

SUTTON FIELDS II
PUBLIC IMPROVEMENT DISTRICT
AMENDED ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 – 8/31/22)

TABLE OF CONTENTS

I. INTRODUCTION 1

II. UPDATE OF THE SERVICE PLAN 3

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS 3
B. FIVE YEAR SERVICE PLAN 9
C. STATUS OF DEVELOPMENT 10
D. ANNUAL BUDGET – NIA #1 12
E. ANNUAL INSTALLMENTS PER UNIT - NIA #1 15
F. ANNUAL BUDGET – NIA #2-5 MAJOR IMPROVEMENT AREA 15
G. ANNUAL INSTALLMENTS PER UNIT - NIA #2-5 MAJOR IMPROVEMENT AREA 19
H. ANNUAL BUDGET – NIA #2 19
I. ANNUAL INSTALLMENTS PER UNIT - NIA #2 23
J. ANNUAL BUDGET – NIA #3 23
K. ANNUAL INSTALLMENTS PER UNIT - NIA #3 26
L. ANNUAL BUDGET – NIA #4 27
M. ANNUAL INSTALLMENTS PER UNIT - NIA #4 29
N. ANNUAL BUDGET – NIA #5A 30
O. BOND REDEMPTION RELATED UPDATES 30

III. UPDATE OF THE ASSESSMENT PLAN 33

IV. UPDATE OF THE ASSESSMENT ROLL 34

A. PARCEL UPDATES 34
B. PREPAYMENT OF ASSESSMENTS 37

APPENDIX A - PID MAP

APPENDIX B - PREPAID PARCELS

APPENDIX C - ASSESSED VALUE BY NEIGHBORHOOD IMPROVEMENT AREA

APPENDIX D-1 - NIA #1 ASSESSMENT ROLL - 2021-22

APPENDIX D-2 - TIRZ CREDIT CALCULATION - NIA #1 - 2021-22

APPENDIX E-1 - NIA #2-5 MAJOR IMPROVEMENT ASSESSMENT ROLL -2021-22

APPENDIX E-2 - TIRZ CREDIT CALCULATION - NIA #2-5 MAJOR IMPROVEMENT AREA - 2021-22

APPENDIX F - NIA #2 ASSESSMENT ROLL - 2021-22

APPENDIX G - NIA #3 ASSESSMENT ROLL - 2021-22

APPENDIX H - NIA #4 ASSESSMENT ROLL - 2021-22

APPENDIX I - NIA #5A ASSESSMENT ROLL

APPENDIX J - PID ASSESSMENT NOTICE

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

I. INTRODUCTION

The Sutton Fields II Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the City Council on October 13, 2015 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #1 Project) (the "NIA #1 Bonds") in the aggregate principal amount of $11,560,000, and the City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #2-5 Major Improvement Project) (the "NIA #2-5 Major Improvement Bonds") in the aggregate principal amount of $16,825,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the City identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. The Service and Assessment Plan was amended and restated in July 2017 to include changes to the project costs and financing structure (the "Amended SAP"). The Amended SAP was updated for NIA #2 and NIA #3 collectively on September 10, 2019 to issue the City of Celina, Texas Special Assessment Revenue Bonds, Series 2019 (Sutton Fields II Public Improvement District Neighborhood Improvement Areas #2-3 Projects) (the "NIA #2-3 Bonds") to repay the reimbursement obligations for NIA #2 and NIA #3 in the aggregate principal amount of $6,355,000; updated for NIA #4 on July 14, 2020 and September 8, 2020 to issue the City of Celina, Texas Special Assessment Revenue Bonds, Series 2020 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #4 Projects) (the "NIA #4 Bonds") to repay the reimbursement obligations for NIA #4 in the aggregate principal amount of $4,000,000; and updated for NIA #5 on July 13, 2021 to issue the Sutton Fields II Public Improvement District Neighborhood Improvement Area #5A Reimbursement Agreement (the "NIA #5A Reimbursement Agreement") in the aggregate principal amount of $7,300,000 (the "Updated Service and Assessment Plan"). Pursuant to the PID Act, the Updated Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for the Authorized Improvements. This document is the annual update of the Updated Service and Assessment Plan for 2021-22 (the "Annual Service Plan Update").

The City also adopted assessment rolls (the "Assessment Rolls") identifying the Assessments on each Parcel within the PID, based on the method of assessment identified in the Updated Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Rolls for 2021-22.

Section 372.013 of the PID Act, as amended, stipulates that a person who proposes to sell or otherwise convey real property that is located in the PID, except in certain situation described in

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

the PID Act, shall first give to the purchaser of the property a copy of the completed PID Assessment Notice. The PID Assessment Notice shall be given to a prospective purchase before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller provided the required notice, the purchaser, subject to certain exceptions described in the PID act, is entitled to terminate the contract.

The PID Assessment Notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located at the closing of the purchase and sale of the property.

Capitalized terms shall have the meanings set forth in the Updated Service and Assessment Plan unless otherwise defined herein.

(remainder of page left intentionally blank)

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

NIA #1 Improvements Sources and Uses

There have been no changes reported by the Developer to the revised estimated costs of the Authorized Improvement shown in the Updated Service and Assessment Plan for NIA #1. Refer to Table II-A-1 on the following page for actual costs of the NIA #1 Improvements.

(remainder of page left intentionally blank)

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-A-1
Actual Sources and Uses – NIA #1 Improvements

Sources of Funds	Estimated Budget	Actual Amount	Variance
Bond par amount	$11,560,000	$11,560,000	$0
Other funding sources	$4,682,238	$4,682,238	$0
Total Sources	**$16,242,238**	**$16,242,238**	**$0**
Uses of Funds			
Major Improvements			
Detention Ponds	$356,525	$356,525	$0
Paving Road A - Fenwick	$365,701	$365,701	$0
Paving Road F - Sutton Fields	$276,568	$276,568	$0
Paving - FM 1385	$98,503	$98,503	$0
Crutchfield Road	$211,455	$211,455	$0
Boleyn Paving - Road B	$54,686	$54,686	$0
ROW, open space land acquisition and park contribution	$1,352,650	$1,352,650	$0
Offsite water improvements	$211,366	$211,366	$0
Offsite sewer improvements	$584,180	$584,180	$0
Professional consulting, legal fees and additional debt service reserve funding	$129,022	$129,022	$0
Subtotal: Major Improvements	*$3,640,657*	*$3,640,657*	*$0*
NIA #1 Authorized Improvements			
Water distribution improvements	$1,484,079	$1,484,079	$0
Sewer collection improvements	$1,327,844	$1,327,844	$0
Storm sewer collection improvements	$2,563,601	$2,563,601	$0
Roadway improvements including site preparation	$3,627,916	$3,627,916	$0
Subtotal: NIA #1 Improvements	*$9,003,440*	*$9,003,440*	*$0*
Estimated Bond issue costs			
Debt Service Reserve Fund	$978,100	$978,100	$0
Capitalized Interest	$1,448,051	$1,448,051	$0
Costs of Issuance	$871,556	$871,556	$0
Underwriter's Discount	$300,434	$300,434	$0
Subtotal: Bond Issuance Costs	*$3,598,141*	*$3,598,141*	*$0*
Total Uses	**$16,242,238**	**$16,242,238**	**$0**

According to the City, the NIA #1A and NIA #1B Improvements were completed and accepted by the City on September 19, 2017, and November 30, 2017, respectively.

NIA #2-5 Major Improvements Sources and Uses

There have been no changes reported by the Developer to the revised estimated costs of the Authorized Improvement shown in the Updated Service and Assessment Plan for NIA #2-5. Refer to Table II-A-2 on the following page for actual costs of the NIA #2-5 Major Improvements.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-A-2
Actual Sources and Uses – NIA #2-5 Major Improvements

Sources of Funds	Estimated Budget	Actual Amount	Variance
Bond par amount	$16,825,000	$16,825,000	$0
Other funding sources	$2,474,494	$2,474,494	$0
Total Sources	**$19,299,494**	**$19,299,494**	**$0**
Uses of Funds			
Major Improvements			
Detention Ponds	$1,356,714	$1,356,714	$0
Paving Road A - Fenwick	$1,391,631	$1,391,631	$0
Paving Road F - Sutton Fields	$1,052,447	$1,052,447	$0
Paving - FM 1385	$374,842	$374,842	$0
Crutchfield Road	$804,666	$804,666	$0
Boleyn Paving - Road B	$208,103	$208,103	$0
ROW, open space land acquisition and park contribution	$5,147,350	$5,147,350	$0
Offsite water improvements	$804,329	$804,329	$0
Offsite sewer improvements	$2,223,028	$2,223,028	$0
Professional consulting, legal fees and additional debt service reserve funding	$490,978	$490,978	$0
Subtotal: Major Improvements	*$13,854,089*	*$13,854,089*	*$0*
Estimated Bond issue costs			
Debt Service Reserve Fund	$1,430,125	$1,430,125	$0
Capitalized Interest	$2,398,264	$2,398,264	$0
Costs of Issuance	$1,179,750	$1,179,750	$0
Underwriter's Discount	$437,266	$437,266	$0
Subtotal: Bond Issuance Costs	*$5,445,405*	*$5,445,405*	*$0*
Total Uses	**$19,299,494**	**$19,299,494**	**$0**

According to the Developer's Quarterly Improvement Implementation Report for NIA #2-5 dated as of June 30, 2020, the NIA #2-5 Major Improvements were completed and accepted by the City.

NIA #2 Improvements Sources and Uses

There have been no changes reported by the Developer to the revised estimated costs of the Authorized Improvement shown in the Updated Service and Assessment Plan for NIA #2. Refer to Table II-A-3 on the following page for actual costs of the NIA #2 Improvements.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-A-3
Actual Sources and Uses – NIA #2 Improvements

Sources of Funds	Estimated Budget	Actual Amount	Variance
Bond par amount	$1,905,000	$1,905,000	$0
Other funding sources	$2,467,016	$2,467,016	$0
Total Sources	**$4,372,016**	**$4,372,016**	**$0**
Uses of Funds			
NIA #2 Authorized Improvements			
Roadway improvements	$1,312,024	$1,312,024	$0
Water distribution improvements	$1,203,966	$1,203,966	$0
Sewer collection improvements	$413,815	$413,815	$0
Storm sewer collection improvements	$765,336	$765,336	$0
Other soft and miscellaneous costs	$328,594	$328,594	$0
Subtotal	*$4,023,735*	*$4,023,735*	*$0*
Estimated Bond issue costs	$348,282	$348,282	$0
Total Uses	**$4,372,017**	**$4,372,017**	**$0**

According to the City, the NIA #2 Improvements were completed and accepted on August 15, 2018.

NIA #3 Improvements Sources and Uses

Pursuant to the Updated Service and Assessment Plan, the initial total estimated costs of the NIA #3 Improvements, including bond issuance costs, were equal to $7,638,842. As described in the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2020, the actual costs of the NIA #3 Improvements were $7,836,604, which represents a $197,762 increase from the initial total estimated NIA #3 Improvement costs. Refer to Table II-A-4 on the following page for actual costs of the NIA #3 Improvements.

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Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-A-4
Actual Sources and Uses – NIA #3 Improvements

Sources of Funds	Estimated Budget[1]	Actual Amount[1]	Variance[2]
Bond par amount	$4,450,000	$4,450,000	$0
Other funding sources	$3,188,842	$3,386,604	$197,762
Total Sources	**$7,638,842**	**$7,836,604**	**$197,762**
Uses of Funds			
NIA #3 Authorized Improvements			
Roadway improvements	$2,215,224	$2,437,225	$222,001
Water distribution improvements	$825,120	$697,756	($127,364)
Sewer collection improvements	$679,260	$629,868	($49,392)
Storm sewer collection improvements	$1,786,223	$1,962,024	$175,801
Other soft and miscellaneous costs	$931,336	$988,693	$57,357
Subtotal	*$6,437,163*	*$6,715,566*	*$278,403*
Estimated Bond issue costs	$1,201,679	$1,121,038	($80,641)
Total Uses	**$7,638,842**	**$7,836,604**	**$197,762**

According to the Developer's Quarterly Improvement Implementation Report for NIA #2-3 dated as of June 30, 2020, the NIA #3 Improvements were completed and accepted by the City in July 2019.

NIA #3 Improvement Area Cost Variances

As shown in Table II-A-4 above, the additional actual costs for the NIA #3 Improvements ($197,762) were paid by the Developer.

NIA #4 Improvements Sources and Uses

Pursuant to the Updated Service and Assessment Plan, the initial total estimated costs of the NIA #4 Improvements, including bond issuance costs, were equal to $6,645,676. According to the Developer, the actual costs of the NIA #4 Improvements were $7,869,255, which represents a $1,223,579 increase from the initial total estimated NIA #4 Improvement costs.

Table II-A-5 on the following page summarizes the updated sources and uses of funds required to (1) construct the NIA #4 Improvements, (2) establish the PID, and (3) issue NIA #4 Improvement Bonds. Additional NIA #4 development-related information can be found using the link below:

https://emma.msrb.org/IssueView/Details/P1404101

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-A-5
Actual Sources and Uses – NIA #4 Improvements

Sources of Funds	Estimated Budget[1]	Actual Amount[1]	Variance[2]
Bond par amount	$4,000,000	$4,000,000	$0
Other funding sources	$2,645,676	$3,869,255	$1,223,579
Total Sources	**$6,645,676**	**$7,869,255**	**$1,223,579**
Uses of Funds			
NIA #4 Authorized Improvements			
Roadway Improvements	$2,286,637	$2,318,193	$31,556
Water distribution improvements	$753,549	$719,506	($34,043)
Sewer collection improvements	$1,294,285	$1,311,376	$17,091
Storm sewer collection improvements	$1,443,748	$1,504,741	$60,993
Other soft and miscellaneous costs	$0	$1,147,983	$1,147,983
Subtotal	*$5,778,220*	*$7,001,799*	*$1,223,579*
Estimated Bond issue costs	$867,456	$867,456	$0
Total Uses	**$6,645,676**	**$7,869,255**	**$1,223,579**

1 – According to the Developer.
2 – Additional actual costs are funded by the Developer and did not result in increased Assessment.

According to the Developer's Quarterly Improvement Implementation Report for NIA #4 dated as of March 31, 2021, the NIA #4 Improvements were completed and accepted by the City in the first quarter of 2021.

NIA #4 Improvement Area Cost Variances

As shown in Table II-A-1 above, the additional actual costs for the NIA #4 Improvements ($1,223,579) were paid by the Developer.

NIA #5A Improvements Sources and Uses

Pursuant to the Updated Service and Assessment Plan, the initial total estimated costs of the NIA #5A Improvements were equal to $10,435,347. According to the Developer, there have been no changes to estimated costs of the NIA #5A Improvements.

Table II-A-6 on the following page summarizes the updated sources and uses of funds required to (1) construct the NIA #5A Improvements and (2) establish the PID.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-A-6
Updated Sources and Uses – NIA #5A Improvements

Sources of Funds	Estimated Budget[1]	Budget Changes	Revised Budget	Funded to Date	Remaining Balance to be Funded
NIA #5A Reimbursement Agreement	$7,300,000	$0	$7,300,000	$0	$7,300,000
Other funding sources	$3,135,347	$0	$3,135,347	$0	$3,135,347
Total Sources	**$10,435,347**	**$0**	**$10,435,347**	**$0**	**$10,435,347**
Uses of Funds					
NIA #5A Authorized Improvements					
Roadway Improvements	$3,325,589	$0	$3,325,589	$0	$3,325,589
Water distribution improvements	$970,144	$0	$970,144	$0	$970,144
Sewer collection improvements	$959,493	$0	$959,493	$0	$959,493
Storm sewer collection improvements	$1,107,463	$0	$1,107,463	$0	$1,107,463
Other soft and miscellaneous costs	$4,072,658	$0	$4,072,658	$0	$4,072,658
Subtotal	*$10,435,347*	*$0*	*$10,435,347*	*$0*	*$10,435,347*
Estimated Bond issue costs	$0	$0	$0	$0	$0
Total Uses	**$10,435,347**	**$0**	**$10,435,347**	**$0**	**$10,435,347**

1 – According to the Developer.

NIA #5A Improvement Area Cost Variances

As shown in Table II-A-2 above, there are no significant variances to the estimated costs for the NIA #5A Improvements.

Actual costs of the NIA #5A Improvements and amounts funded to date will be provided in a future Updated Service and Assessment Plan or a future Annual Service and Assessment Plan Update.

B. Five Year Service Plan

According to the PID Act, a service plan must cover a period of five years.

For additional NIA #2-5 and NIA #1 development and improvement related information, refer to the links provided in Section II.A. of this report.

All of the Authorized Improvements are expected to be built within a period of five years. The anticipated budget for the Authorized Improvements over a period of five years and the Annual Installments expected to be collected for these costs is shown by Table II-B-1 on the following page.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-B-1
Projected Annual Installments (2020-2027)

Assessment Year ending 09/01	NIA #1 Projected Annual Installments[1]	NIA #2-5 Projected Annual Installments[1]	NIA #2 Projected Annual Installments[1]	NIA #3 Projected Annual Installments[1]	NIA #4 Projected Annual Installments[1]	NIA #5A Projected Annual Installments[1]
2016-2021	$4,393,050	$8,029,495	$477,863	$256,488	$0	$0
2022	$960,045	$1,754,600	$108,631	$256,488	$225,000	$0
2023	$1,084,033	$1,792,811	$121,955	$251,830	$225,469	$368,610
2024	$1,086,408	$1,758,612	$122,265	$251,667	$225,952	$419,310
2025	$1,087,648	$1,762,003	$122,585	$251,515	$226,449	$422,739
2026	$1,082,751	$1,757,002	$122,917	$251,373	$226,960	$425,954
2027	$1,082,108	$1,758,994	$123,260	$251,242	$227,487	$423,955
Total	**$10,776,042**	**$18,613,517**	**$1,199,476**	**$1,770,603**	**$1,357,316**	**$2,060,567**

1 – Projected Annual Installments for Assessment Years ending 2016-2022 include available credits, if any. Projected Annual Installments f Assessment Years ending 2023-2027 represent do not include applicable credits, if any, and will be updated in future annual service pl updates.

C. Status of Development

NIA #1 Completed Homes

According to the City, four hundred forty-one (485) building permits have been issued for NIA #1 of the PID as of June 30, 2021, representing 94.2 percent of the total building permits expected to be issued within NIA #1. The 441 building permits issued as of June 30, 2020 reported in the 2020-21 Annual Service Plan Update was in error. The total building permits issued by the City as of June 30, 2020 was 437.

See Table II-C-1 below for the status of completed homes within NIA #1 as of June 30, 2021.

Table II-C-1
NIA #1 Completed Homes

Status	As of September 30, 2019[1]	As of June 30, 2020[2]	As of June 30, 2021[3]
NIA #1 Completed Homes	245	375	455

1 – According to the Sutton Fields II Annual Continuing Disclosure Report for fiscal year ending September 30, 2019.
2 – According to the number of certificates of occupancy issued as of June 30, 2020 as reported by the City. Previous completed homes (385) reported as of June 30, 2020 was in error.
3 – According to the number of certificates of occupancy issued as of June 30, 2021 as reported by the City.

NIA #2 Completed Homes

According to the City, one hundred fifty-seven (157) building permits have been issued for NIA #2 of the PID as of June 30, 2021, representing 96.9 percent of the total building permits expected to be issued within NIA #2. The 161 building permits issued as of June 30, 2020 reported in the

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

2020-21 Annual Service Plan Update was in error. The total building permits issued by the City as of June 30, 2020 was 157.

See Table II-C-2 below for the status of completed homes within NIA #2 as of June 30, 2021.

Table II-C-2
NIA #2 Completed Homes

Status	As of September 30, 2019[1]	As of June 30, 2020[2]	As of June 30, 2021[3]
NIA #2 Completed Homes	17	145	157

1 – According to the Sutton Fields II Annual Continuing Disclosure Report for fiscal year ending September 30, 2019.
2 – According to the number of certificates of occupancy issued as of June 30, 2020 as reported by the City. Previous completed homes (147) reported as of June 30, 2020 was in error.
3 – According to the number of certificates of occupancy issued as of June 30, 2021 as reported by the City.

NIA #3 Completed Homes

According to the City, three hundred twenty-nine (329) building permits have been issued for NIA #3 of the PID as of June 30, 2021, representing 89.4 percent of the total building permits expected to be issued within NIA #3. The 104 building permits issued as of June 30, 2020 reported in the 2020-21 Annual Service Plan Update was in error. The total building permits issued by the City as of June 30, 2020 was 102.

See Table II-C-3 below for the status of completed homes within NIA #3 as of June 30, 2021.

Table II-C-3
NIA #3 Completed Homes

Status	As of September 30, 2019[1]	As of June 30, 2020[1]	As of June 30, 2021[3]
NIA #3 Completed Homes	0	56	190

1 – According to the Sutton Fields II Annual Continuing Disclosure Report for fiscal year ending September 30, 2019.
2 – According to the number of certificates of occupancy issued as of June 30, 2020 as reported by the City. Previous completed homes (61) reported as of June 30, 2020 was in error.
3 – According to the number of certificates of occupancy issued as of June 30, 2021 as reported by the City.

NIA #4 Completed Homes

According to the City, two hundred sixty-five (265) building permits have been issued for NIA #4 of the PID as of June 30, 2021, representing 86.9 percent of the total building permits expected to be issued within NIA #4.

See Table II-C-4 on the following page for the status of completed homes within NIA #4 as of June 30, 2021.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-C-4
NIA #4 Completed Homes

Status	As of September 30, 2019[1]	As of June 30, 2020[1]	As of June 30, 2021[3]
NIA #4 Completed Homes	0	0	30

1 – According to the Sutton Fields II Annual Continuing Disclosure Report for fiscal year ending September 30, 2019.
2 – According to the number of certificates of occupancy issued as of June 30, 2020 as reported by the City.
3 – According to the number of certificates of occupancy issued as of June 30, 2021 as reported by the City.

See Appendix C for 2021 preliminary assessed values of all Parcels within the PID.

D. ANNUAL BUDGET – NIA #1

NIA #1 - Annual Installments – 2021-22

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments of principal and interest beginning with the tax year following the issuance of the NIA #1 Bonds, of which twenty-four (24) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the NIA #1 Bonds commencing with the issuance of the NIA #1 Bonds. The effective interest rate on the NIA #1 Bonds is 7.25 percent per annum for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5 percent) higher than the actual interest rate (Excess Interest Rate) paid on the debt. Accordingly, the effective interest rate on the NIA #1 Bonds (7.25 percent) plus an additional interest of one-half of one percent are used to calculate the interests on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Assessments on a Parcel within NIA #1 to the total amount of NIA #1 Assessments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Updated Service and Assessment Plan and applicable Indenture, such as the TIRZ Credit, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the NIA #1 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Annual Installments will be used to fund the prepayment and delinquency reserve amounts as described in the Updated Service and Assessment plan and applicable Indenture.

NIA #1 Annual Installments to be Collected for 2021-22

The budget for NIA #1 of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-D-1 below.

Table II-D-1
Budget for the NIA #1 Annual Installments
to be Collected for 2021-22

	NIA #1 Bonds
Interest payment on March 1, 2022	$391,703
Interest payment on September 1, 2022	$391,703
Principal payment on September 1, 2022	$180,000
Subtotal debt service on bonds	*$963,406*
Administrative expenses	$38,000
Excess interest for prepayment and delinquency reserves	$54,028
Subtotal Expenses	$1,055,434
Available TIRZ Revenues	($95,389)
Available reserve fund income	$0
Available capitalized interest account	$0
Available Administrative Expense account	$0
Subtotal funds available	*($95,389)*
Annual Installments	**$960,045**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $391,703 and on September 1, 2022 in the amount of $391,703, which equal interest on the outstanding NIA #1 Assessments balance of $10,805,602 for six months each and an effective interest rate of 7.25 percent. Annual Installments to be collected include a principal amount of $180,000 due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $963,406.

Administrative Expenses

Administrative expenses include the City, Trustee, Administrator, auditor, dissemination agent and contingency fees. As shown in Table II-D-2 on the following page, the total administrative expenses to be collected for 2021-22 are estimated to be $38,000.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-D-2
Administrative Budget Breakdown
NIA #1

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
City	$4,465
PID Administrator	$25,000
Trustee	$2,500
Auditor	$1,000
Dissemination Agent	$2,000
Contingency	$3,035
Total	**$38,000**

Excess Interest for Prepayment and Delinquency Reserve

Annual Installments to be collected for excess interest for prepayment and delinquency reserves in the amount of $54,028, which equals 0.5 percent interest on the outstanding NIA #1 Assessments balance of $10,805,602.

Available TIRZ Credit

According to the City, there have been TIRZ increments collected for tax year 2020 in the total amount of $95,389 that are available to be used as TIRZ Credit in 2021-22 for the respective Parcels within NIA #1. This TIRZ Credit amount is allocated to each Parcel within NIA #1 that generated the TIRZ Revenues in 2020 as shown in Appendix D-2.

Available Reserve Fund Income

As of June 30, 2021, there are no excess Reserve Fund income anticipated to be available to pay a portion of the NIA #1 Bonds debt service for 2021-22.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the 2021-22 Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the Administrative Expense Fund was $14,366. The current balance is anticipated to be used for the payment of current year administrative expenses through January 31, 2022. As a result, there are no available administrative expense funds to reduce the NIA #1 2021-22 Annual Installment.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

E. Annual Installments Per Unit - NIA #1

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIA #1 Bonds, to fund the Prepayment Reserve and Delinquency Reserve described in the Updated Service and Assessment Plan, and to cover Administrative Expenses of NIA #1.

The Annual Installment for 2021-22 will only be collected from the Assessed Property within NIA #1 that are shown in the Updated Service and Assessment Plan. The Annual Installment to be collected from each Lot Type in NIA #1 is determined using the percentage of Special Assessments for each Lot Type, including the HOA, as shown in Table II-E-1 below.

Table II-E-1
Annual Installment Per Unit – NIA #1

Lot Size	Total 2021-22 Annual Installment	Allocation Percentage[1]	Annual Installment Per Unit[2]
50'	$1,055,434	0.19%	$1,967.02
60'	$1,055,434	0.20%	$2,157.85
70'	$1,055,434	0.23%	$2,414.60
HOA	$0	0.00%	$0.00

1 – Allocation percentage for each lot size is calculated as each lot's respective estimated buildout value as a percent of the total estimated buildout value for NIA #1.
2 – Annual Installment per unit does not include applicable TIRZ Credit, if any.

The list of Parcels within NIA #1 of the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll attached hereto as Appendix D-1.

F. Annual Budget – NIA #2-5 Major Improvement Area

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the NIA #2-5 Major Improvement Bonds, of which nineteen (19) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the NIA #2-5 Major Improvement Bonds. The effective interest rate on the NIA #2-5 Major Improvement Bonds is 8.25 percent for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the NIA #2-5 Major Improvement Bonds (8.25 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Trust Indenture capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the NIA #2-5 Major Improvement Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Updated Service and Assessment Plan and applicable Trust Indenture.

NIA #2-5 Annual Installments to be Collected for 2021-22

The budget for NIA #2-5 of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-F-1 on the following page.

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Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-F-1
Budget for the NIA #2-5 Major Improvement Area
Annual Installments to be Collected for 2021-22

	NIA #2-5 Major Improvement Bonds
Interest payment on March 1, 2022	$654,431
Interest payment on September 1, 2022	$654,431
Principal payment on September 1, 2022	$375,000
Subtotal debt service on bonds	*$1,683,863*
Administrative expenses	$33,000
Excess interest for debt service reserve fund	$79,325
Subtotal Expenses	*$1,796,188*
Available TIRZ Credit	($33,588)
Available reserve fund income	$0
Available capitalized interest account	$0
Available Administrative Expense account	($8,000)
Subtotal funds available	*($41,588)*
Annual Installments	**$1,754,600**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $654,431 and on September 1, 2022 in the amount of $654,431, which equal interest on the outstanding NIA #2-5 Major Improvement Assessments balance of $15,865,000 for six months each and an effective interest rate of 8.25 percent. Annual Installments to be collected include a principal amount of $375,000 due on September 1, 2022. As a result, total NIA #2-5 Major Improvement Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $1,683,863.

Administrative Expenses

Administrative expenses include the City, Trustee, Administrator, auditor, dissemination agent and contingency fees. As shown in Table II-F-2 on the following page, the total NIA #2-5 Major Improvement administrative expenses to be collected for 2021-22 are estimated to be $33,000.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-F-2
Administrative Budget Breakdown
NIA #2-5 Major Improvement Area

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
City	$4,465
PID Administrator	$18,000
Trustee	$2,500
Auditor	$1,000
Dissemination Agent	$3,086
Contingency	$3,949
Total	**$33,000**

Excess Interest for Prepayment and Delinquency Reserve

Annual Installments to be collected for excess interest for prepayment and delinquency reserves in the amount of $79,325, which equals 0.5 percent interest on the outstanding NIA #2-5 Major Improvement Assessments balance of $15,865,000.

Available TIRZ Credit

According to the City, there have been TIRZ increments collected for tax year 2020 in the total amount of $33,588 that are available to be used as TIRZ Credit in 2021-22 for the respective Parcels within NIA #2-5. This TIRZ Credit amount is allocated to each Parcel within NIA #2-5 that generated the TIRZ Revenues in 2020 as shown in Appendix E-2.

Available Reserve Fund Income

As of June 30, 2021, there are no excess Reserve Fund income anticipated to be available to pay a portion of the NIA #2-5 Major Improvement Bonds debt service for 2021-22.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no capitalized interest account credit available to reduce the Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the Administrative Expense Fund was $34,569. Approximately $26,569 of the current balance is anticipated to be used for the payment of current year administrative expenses through January 31, 2022. As a result, there are $8,000 anticipated to be

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

available in the Administrative Expense Fund to reduce the NIA #2-5 Major Improvement Area 2021-22 Annual Installment.

G. Annual Installments Per Unit - NIA #2-5 Major Improvement Area

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIA #2-5 Major Improvement Bonds, to fund the Prepayment Reserve and Delinquency Reserve described in the Updated Service and Assessment Plan, and to cover Administrative Expenses of the NIA #2-5 Major Improvement Area.

The Annual Installment for 2021-22 will only be collected from the Assessed Property within the Major Improvement Area that are shown in the Updated Service and Assessment Plan. The Annual Installment to be collected from each Lot Type in the NIA #2-5 Major Improvement Area is determined using the percentage of Special Assessments for each Lot Type, including the HOA, as shown in Table II-G-1 below.

Table II-G-1
Annual Installment Per Unit – NIA #2-5 Major Improvement Area

Lot Size	Total 2021-22 Annual Installment	Allocation Percentage[1]	Annual Installment Per Unit[2]
50'	$1,788,188	0.05%	$982.99
60'	$1,788,188	0.05%	$982.99
70'	$1,788,188	0.05%	$982.99
HOA	$0	0.00%	$0.00

1 – Allocation percentage for each lot size is calculated as each lot's respective estimated buildout value as a percent of the total estimated buildout value for NIA #2-5.
2 – Annual Installment per unit does not include applicable TIRZ Credit, if any. Excludes Parcels subdivided from parent Parcel 134236.

The list of Parcels within the NIA #2-5 Major Improvement Area of the PID, the estimated number of units to be developed on the current residential Parcels, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll attached hereto as Appendix E-1.

H. Annual Budget – NIA #2

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the earlier of (i) Future Neighborhood Improvement Area Bonds issued for Neighborhood Improvement Area #2-3 Improvements, or (ii) September 1, 2019, and will be assessed annually thereafter. Therefore, condition (ii) has been satisfied with collection of the first Annual Installment due no later than January 31, 2020. As a result, twenty-eight (28) Annual Installments remain outstanding for NIA #2 Parcels.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the NIA #2-3 Bonds. The effective interest rate on the NIA #2-3 Bonds is 4.24 percent for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the NIA #2-3 Bonds (4.24 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Trust Indenture capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

NIA #2's proportional amount of debt service will be paid on the NIA #2-3 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Updated Service and Assessment Plan and applicable Trust Indenture.

NIA #2 Annual Installments to be Collected for 2021-22

The budget for NIA #2 of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-H-1 on the following page.

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Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-H-1
Budget for the NIA #2
Annual Installments to be Collected for 2021-22

	NIA #2 Proportional Share of NIA #2-3 Bonds
Interest payment on March 1, 2022	$40,313
Interest payment on September 1, 2022	$40,313
Principal payment on September 1, 2022	$5,000
Subtotal debt service on bonds	*$85,625*
Administrative expenses	$16,506
Excess interest for prepayment and delinquency reserves	$9,500
Subtotal Expenses	$111,631
Available reserve fund income	$0
Available capitalized interest account	$0
Available Administrative Expense account	($3,000)
Subtotal funds available	*($3,000)*
Annual Installments	**$108,631**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $40,313 and on September 1, 2022 in the amount of $40,313, which equal interest on the outstanding NIA #2 Assessments balance of $1,900,000 for six months each and an effective interest rate of 4.24 percent. Annual Installments to be collected include a principal amount of $5,000 due on September 1, 2022. As a result, total NIA #2 Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $85,625.

Administrative Expenses

Administrative expenses include the City, Trustee, Administrator, auditor, dissemination agent and contingency fees. As shown in Table II-H-2 on the following page, the total NIA #2 administrative expenses to be collected for 2021-22 are estimated to be $16,506.

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Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-H-2
Administrative Budget Breakdown
NIA #2

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
City	$1,365
PID Administrator	$12,000
Trustee	$764
Auditor	$306
Dissemination Agent	$601
Contingency	$1,470
Total	**$16,506**

Excess Interest for Prepayment and Delinquency Reserve

Annual Installments to be collected for excess interest for prepayment and delinquency reserves in the amount of $9,500, which equals 0.5 percent interest on the outstanding NIA #2 Assessments balance of $1,900,000.

Available Reserve Fund Income

As of June 30, 2021, there are no excess Reserve Fund income anticipated to be available to pay a portion of the NIA #2-3 Bonds debt service for 2021-22.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no capitalized interest account credit available to reduce the Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the NIA #2-3 Administrative Expense Fund was $56,734. Approximately $46,734 of the current balance is anticipated to be used for the payment of current year administrative expenses for NIA #2-3 through January 31, 2022. As a result, there are $3,000 anticipated to be available in the Administrative Expense Fund to reduce NIA #2's portion of the 2021-22 Annual Installment.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

I. ANNUAL INSTALLMENTS PER UNIT - NIA #2

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIA #2-3 Bonds, to fund the Prepayment Reserve and Delinquency Reserve described in the Updated Service and Assessment Plan, and to cover Administrative Expenses of the NIA #2-3 area.

The Annual Installment for 2021-22 will only be collected from the Assessed Property within NIA #2-3 that are shown in the Updated Service and Assessment Plan. The Annual Installment to be collected from each Lot Type in NIA #2 is determined using the percentage of Special Assessments for each Lot Type, including the HOA, as shown in Table II-I-1 below.

Table II-I-1
Annual Installment Per Unit – NIA #2

Lot Size	Total 2021-22 Annual Installment	Allocation Percentage[1]	Annual Installment Per Unit
50'	$108,631	0.60%	$649.25
60'	$108,631	0.66%	$712.01
HOA	$0	0.00%	$0.00

1 – Allocation percentage for each lot size is calculated as each lot's respective estimated buildout value as a percent of the total estimated buildout value for NIA #2.

The list of Parcels within the NIA #2 of the PID, the estimated number of units to be developed on the current residential Parcels, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll attached hereto as Appendix F.

J. ANNUAL BUDGET – NIA #3

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the earlier of (i) Future Neighborhood Improvement Area Bonds issued for Neighborhood Improvement Area #2-3 Improvements, or (ii) September 1, 2019, and will be assessed annually thereafter. Therefore, condition (i) has been satisfied with collection of the first Annual Installment due no later than January 31, 2021. As a result, twenty-eight (28) Annual Installments remain outstanding for NIA #3 Parcels.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the NIA #2-3 Bonds. The effective interest rate on the NIA #2-3 Bonds is 4.24 percent for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the NIA #2-3 Bonds (4.24 percent) plus an additional interest of one-half of one percent are used to

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Trust Indenture capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

NIA #3's proportional amount of debt service will be paid on the NIA #2-3 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Updated Service and Assessment Plan and applicable Trust Indenture.

NIA #3 Annual Installments to be Collected for 2021-22

The budget for NIA #3 of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-J-1 below.

Table II-J-1
Budget for the NIA #3
Annual Installments to be Collected for 2021-22

	NIA #3 Proportional Share of NIA #2-3 Bonds
Interest payment on March 1, 2022	$94,372
Interest payment on September 1, 2022	$94,372
Principal payment on September 1, 2022	$15,000
Subtotal debt service on bonds	*$203,744*
Administrative expenses	$37,494
Excess interest for prepayment and delinquency reserves	$22,250
Subtotal Expenses	$263,488
Available reserve fund income	$0
Available capitalized interest account	$0
Available Administrative Expense account	($7,000)
Subtotal funds available	*($7,000)*
Annual Installments	**$256,488**

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $94,372 and on September 1, 2022 in the amount of $94,372, which equal interest on the outstanding NIA #3 Assessments balance of $4,450,000 for six months each and an effective interest rate of 4.24 percent. Annual Installments to be collected include a principal amount of $15,000 due on September 1, 2022. As a result, total NIA #3 Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $203,744.

Administrative Expenses

Administrative expenses include the City, Trustee, Administrator, auditor, dissemination agent and contingency fees. As shown in Table II-J-2 below, the total NIA #3 administrative expenses to be collected for 2021-22 are estimated to be $37,494.

Table II-J-2
Administrative Budget Breakdown
NIA #3

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
City	$3,100
PID Administrator	$27,774
Trustee	$1,736
Auditor	$694
Dissemination Agent	$1,366
Contingency	$2,824
Total	**$37,494**

Excess Interest for Prepayment and Delinquency Reserve

Annual Installments to be collected for excess interest for prepayment and delinquency reserves in the amount of $22,250, which equals 0.5 percent interest on the outstanding NIA #3 Assessments balance of $4,450,000.

Available Reserve Fund Income

As of June 30, 2021, there are no excess Reserve Fund income anticipated to be available to pay a portion of the NIA #2-3 Bonds debt service for 2021-22.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that available Capitalized Interest funds are anticipated to be fully expended September 1, 2021. As a result, there is no capitalized interest account credit available to reduce the 2021-22 Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the NIA #2-3 Administrative Expense Fund was $56,734. Approximately $46,734 of the current balance is anticipated to be used for the payment of current year administrative expenses for NIA #2-3 through January 31, 2022. As a result, there are $7,000 anticipated to be available in the Administrative Expense Fund to reduce NIA #3's portion of the 2021-22 Annual Installment.

K. Annual Installments Per Unit - NIA #3

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIA #2-3 Bonds, to fund the Prepayment Reserve and Delinquency Reserve described in the Updated Service and Assessment Plan, and to cover Administrative Expenses of the NIA #2-3 area.

The Annual Installment for 2021-22 will only be collected from the Assessed Property within NIA #2-3 that are shown in the Updated Service and Assessment Plan. The Annual Installment to be collected from each Lot Type in NIA #3 is determined using the percentage of Special Assessments for each Lot Type, including the HOA, as shown in Table II-K-1 below.

Table II-K-1
Annual Installment Per Unit – NIA #3

Lot Size	Total 2021-22 Annual Installment	Allocation Percentage	Annual Installment Per Unit
50'	$256,488	0.26%	$666.74
60'	$256,488	0.29%	$731.18
70'	$256,488	0.32%	$819.48
HOA	$0	0.00%	$0.00

1 – Allocation percentage for each lot size is calculated as each lot's respective estimated buildout value as a percent of the total estimated buildout value for NIA #3.

The list of Parcels within the NIA #3 of the PID, the estimated number of units to be developed on the current residential Parcels, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2021-22 are shown in the assessment roll summary attached hereto as Appendix G.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

L. ANNUAL BUDGET – NIA #4

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the earlier of (i) Future Neighborhood Improvement Area Bonds issued for Neighborhood Improvement Area #4 Improvements, or (ii) September 1, 2021, and will be assessed annually thereafter. Therefore, condition (i) has been satisfied with collection of the first Annual Installment due no later than January 31, 2022. As a result, twenty-nine (29) Annual Installments remain outstanding for NIA #4 Parcels.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the NIA #4 Bonds commencing with the issuance of the NIA #4 Bonds. The effective interest rate on the NIA #4 Bonds is 4.13 percent for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the NIA #4 Bonds (4.13 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Trust Indenture capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the NIA #4 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Updated Service and Assessment Plan and applicable Trust Indenture.

NIA #4 Annual Installments to be Collected for 2021-22

The budget for NIA #4 of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-L-1 on the following page.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-L-1
Budget for the NIA #4
Annual Installments to be Collected for 2021-22

	NIA #4 Bonds
Interest payment on March 1, 2022	$82,500
Interest payment on September 1, 2022	$82,500
Principal payment on September 1, 2022	$5,000
Subtotal debt service on bonds	*$170,000*
Administrative expenses	$35,000
Excess interest for prepayment and delinquency reserves	$20,000
Subtotal Expenses	$225,000
Available reserve fund income	$0
Available capitalized interest account	$0
Available Administrative Expense account	$0
Subtotal funds available	*$0*
Annual Installments	**$225,000**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $82,500 and on September 1, 2022 in the amount of $82,500, which equal interest on the outstanding NIA #4 Assessments balance of $4,000,000 for six months each and an effective interest rate of 4.13 percent. Annual Installments to be collected include a principal amount of $5,000 due on September 1, 2022. As a result, total NIA #4 Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $170,000.

Administrative Expenses

Administrative expenses include the City, Trustee, Administrator, auditor, dissemination agent and contingency fees. As shown in Table II-L-2 on the following page, the total NIA #4 administrative expenses to be collected for 2021-22 are estimated to be $35,000.

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Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table II-L-2
Administrative Budget Breakdown
NIA #4

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
City	$4,465
PID Administrator	$20,000
Trustee	$2,500
Auditor	$1,000
Dissemination Agent	$3,000
Contingency	$4,035
Total	**$35,000**

Excess Interest for Prepayment and Delinquency Reserve

Annual Installments to be collected for excess interest for prepayment and delinquency reserves in the amount of $20,000, which equals 0.5 percent interest on the outstanding NIA #4 Assessments balance of $4,000,000.

Available Reserve Fund Income

As of June 30, 2021, there are no excess Reserve Fund income anticipated to be available to pay a portion of the NIA #4 Bonds debt service for 2021-22.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that available Capitalized Interest funds are anticipated to be fully expended September 1, 2021. As a result, there is no capitalized interest account credit available to reduce the 2021-22 Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the NIA #2-3 Administrative Expense Fund was $11,018. The current balance is anticipated to be used for the payment of current year administrative expenses through January 31, 2022. As a result, there are no available administrative expense funds to reduce the NIA #4 2021-22 Annual Installment.

M. Annual Installments Per Unit - NIA #4

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIA #4 Bonds, to fund the Prepayment Reserve and Delinquency Reserve described in the Updated Service and Assessment Plan, and to cover Administrative Expenses of the NIA #4 area.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

The Annual Installment for 2021-22 will only be collected from the Assessed Property within NIA #4 that are shown in the Updated Service and Assessment Plan. The Annual Installment to be collected from each Lot Type in NIA #4 is determined using the percentage of Special Assessments for each Lot Type, including the HOA, as shown in Table II-M-1 below.

Table II-M-1
Annual Installment Per Unit – NIA #4

Lot Size	Total 2021-22 Annual Installment	Allocation Percentage	Annual Installment Per Unit
50'	$225,000	0.31%	$704.33
60'	$225,000	0.34%	$772.65
70’	$225,000	0.00%	$0.00
HOA	$0	0.00%	$0.00

1 – Allocation percentage for each lot size is calculated as each lot’s respective estimated buildout value as a percent of the total estimated buildout value for NIA #4.

The list of Parcels within the NIA #4 of the PID, the estimated number of units to be developed on the current residential Parcels, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2021-22 are shown in the assessment roll summary attached hereto as Appendix H.

N. Annual Budget – NIA #5A

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the earlier of (i) Future Neighborhood Improvement Area Bonds issued for Neighborhood Improvement Area #5A Improvements, or (ii) September 1, 2022, and will be assessed annually thereafter. As of July 31, 2021, neither condition has been satisfied. As a result, no Annual Installments will be billed and collected for NIA #5A Parcels for 2021-22.

O. Bond Redemption Related Updates

NIA #1 Bonds

The NIA #1 Bonds were issued in October 2015. Pursuant to Section 4.3 of the NIA #1 Trust Indenture, the City reserves the right and option to redeem the NIA #1 Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **March 1, 2023**, such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the applicable Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the NIA #1 Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the City accordingly.

NIA #2-5 Major Improvement Bonds

The NIA #2-5 Major Improvement Bonds were issued in October 2015. Pursuant to Section 4.3 of the NIA #2-5 Major Improvement Trust Indenture, the City reserves the right and option to redeem the NIA #2-5 Major Improvement Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **March 1, 2023**, such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the applicable Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the NIA #2-5 Major Improvement Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the City accordingly.

NIA #2-3 Bonds

The NIA #2-3 Bonds were issued in September 2019. Pursuant to Section 4.3 of the NIA #2-3 Bonds' Trust Indenture, the City reserves the right and option to redeem the NIA #2-3 Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2029**, such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the applicable Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the NIA #2-3 Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the City accordingly.

NIA #4 Bonds

The NIA #4 Bonds were issued in September 2020. Pursuant to Section 4.3 of the NIA #4 Bonds' Trust Indenture, the City reserves the right and option to redeem the NIA #4 Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2030**, such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the applicable Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the NIA #4 Bonds does not

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the City accordingly.

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Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

III. UPDATE OF THE ASSESSMENT PLAN

The Updated Service and Assessment Plan adopted by the City Council describes that the Authorized Improvement costs shall be allocated to the Assessed Property equally based on the equivalent number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement costs to Parcels similarly benefited.

Assessment Methodology

This method of assessing property, as updated in prior Annual Service Plan Updates, has not been changed and Assessed Property will continue to be assessed as provided for in the Updated Service and Assessment Plan.

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Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the original Service and Assessment Plan, the Assessment Rolls shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by the Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.I of the Service and Assessment Plan.

The summary of updated Assessment Rolls is shown in Appendix D-1, Appendix E-1, Appendix F, Appendix G, and Appendix H of this report. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Updated Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the new subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the estimated As-Built Assessed Value of all new subdivided Lots with same Lot Type
D = the sum of the estimated As-Built Assessed Value for all of the new subdivided Lots excluding Non-Benefitted Property
E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an estimated As-Built Assessed Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact future as-built Lot value and any other information available to the Developer. The calculation of the estimated As-Built Lot value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of Denton County, Texas regarding the Lot.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

According to the Developer and the Denton Central Appraisal District records, NIA #1 of the PID was completely subdivided and final plat recorded in September 2017. As a result, the NIA #1 Assessments were allocated proportionally to each Lot Type and officially recognized in the Denton County roll for 2018.

According to the Developer and the Denton Central Appraisal District records, NIA #2 of the PID was completely subdivided and final plat recorded in July 2018. As a result, the NIA #2 Assessments were allocated proportionally to each Lot Type and officially recognized in the Denton County roll for 2019.

According to the Developer and the Denton Central Appraisal District records, NIA #3 of the PID was completely subdivided and final plats recorded in June 2019 and September 2019. As a result, the NIA #3 Assessments were allocated proportionally to each Lot Type and officially recognized in the Denton County roll for 2020.

According to the Updated Service and Assessment Plan, one hundred forty-nine (149) sixty-foot residential units and one hundred fifty-six (156) fifty-foot residential units were anticipated to be developed within NIA #4 of the PID. According to the Developer, with the filing of the final plats for sub-phase of development #2C and sub-phase of development #4B, eight (8) seventy-foot residential units, one hundred thirty-two (132) sixty-foot residential units, and one hundred sixty-five (165) fifty-foot residential units are anticipated to be developed within NIA #4 of the PID. As a result of the increase in estimated buildout value, the NIA #4 Assessment amount per unit for sixty-foot and fifty-foot residential units approved in the Updated Service and Assessment Plan has been reduced.

According to the Developer and the Denton Central Appraisal District records, NIA #4 of the PID was completely subdivided and final plats recorded. As a result, the NIA #4 Assessments were allocated proportionally to each Lot Type and officially recognized in the Denton County roll for 2021.

According to the Developer, the estimated number of units to be constructed in NIAs #2-5 is 1,833, which is an increase by approximately 58 units from the NIAs #2-5 Lots assessed in 2019-20.

Table IV-A-1 on the following page shows a summary of the NIA #2-5 Major Improvement Assessment allocation prior to and after the subdivision for 305 NIA #4 Parcels.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Table IV-A-1
NIA #2-5 Major Improvement Assessment Reallocation
Prior to & After Subdivision of NIA #4 Parcels

Prior to Subdivision			After Subdivision				
Parcel	Projected Number of Units[1]	PID Special Assessments	Parcel	Projected Number of Units[1]	PID Special Assessments	Allocation Percentage of Annual Installments[2]	2021-22 Annual Installments[3]
52680	56	$483,501	52680	56	$483,501	3.08%	$55,078
122875	71	$613,010	122875	71	$613,010	3.90%	$69,831
52751	100	$863,395	52751	100	$863,395	5.50%	$98,354
52810	349	$3,013,247	52810	349	$3,013,247	19.18%	$343,254
52744	102	$880,662	52744	102	$880,662	5.61%	$100,321
52760	18	$155,411	52760	18	$155,411	0.99%	$17,704
52721	29	$250,384	52721	29	$250,384	1.59%	$28,523
NIA #3 (Various)	368	$3,177,292	NIA #3 (Various)	368	$3,177,292	20.23%	$361,941
751234	2	$17,268	NIA #4 (Various)	2	$17,268	0.11%	$1,967
751235	151	$1,303,726	751235	151	$1,303,726	8.30%	$148,514
660188	0	$0	660188	0	$0	0.00%	$0
751232	136	$1,174,217	NIA #4 (Various)	136	$1,174,217	7.48%	$133,761
751236	6	$51,804	751236	6	$51,804	0.33%	$5,901
134236	283	$2,367,300	134236 NIA #4 (Various)	116 167	$970,342 $1,396,958	6.18% 8.89%	$110,536 $159,134
748975	0	$0	748975	0	$0		$0
NIA #2 (Various)	162	$1,355,133	NIA #2 (Various)	162	$1,355,133	8.63%	$154,370
52690	0	$0	52690	0	$0	0.00%	$0
52763	0	$0	52763	0	$0	0.00%	$0
HOA	0	$158,650	HOA	0	$158,650	0.00%	$0
Total	**1,833**	**$15,865,000**		**1,833**	**$15,865,000**	**100.00%**	**$1,789,188**

1 – According to the Developer.
2 – Does not include HOA Parcels.
3 – Does not include applicable TIRZ credits, if any.

As shown in Table IV-A-1 above, newly subdivided Parcels within NIA #4 of the PID have been allocated their respective NIA #2-5 Major Improvement Assessment in accordance with the parent Parcel where the subdivision occurred and the updated lot count of the Major Improvement Area of the PID. As a result, 167 NIA #4 Parcels were subdivided from Parcel 134236 with an original NIA #2-5 Major Improvement Assessment balance of $8,871 per Parcel, and 136 NIA #4 Parcels and two (2) NIA #4 Parcels were subdivided from Parcel 751232 and Parcel 751234, respectively, with an original NIA #2-5 Major Improvement Assessment balance of $9,156.

The NIA #4 Assessments allocated to each Parcel are shown in Appendix H of this report.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

B. Prepayment of Assessments

As of July 31, 2021, six (6) Parcels have prepaid their NIA #1 Assessment in full.

Refer to Appendix B of this report for additional details regarding prepaid Assessments within the PID.

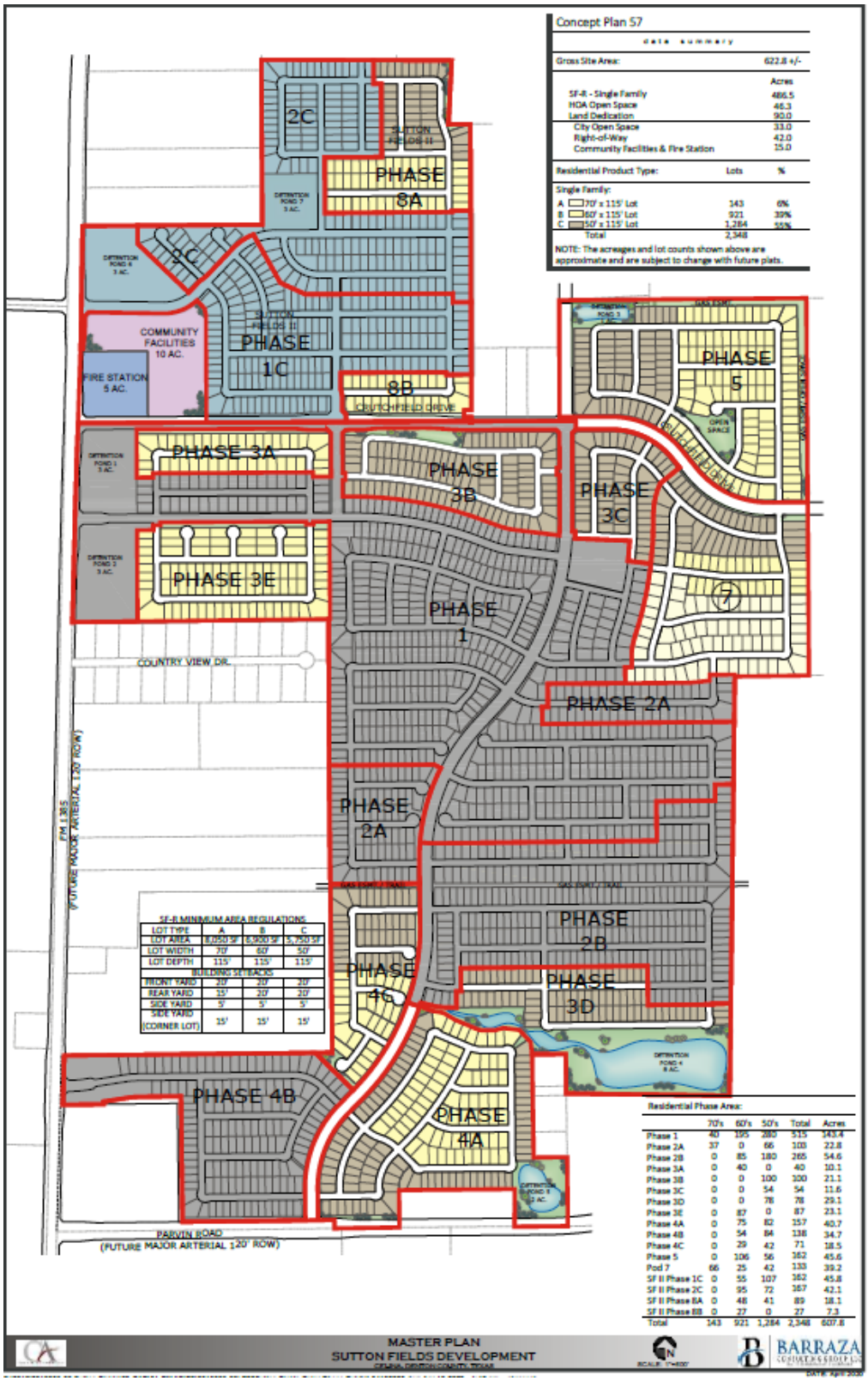
The complete Assessment Rolls are available for review at the City Hall, located at 142 N. Ohio, Celina, Texas 75009.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX A
PID MAP

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX A
Updated Concept Plan



Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX B
PREPAID PARCELS

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX B
LIST OF PREPAID PARCELS

Parcel ID	Phase	Full/Partial
716230	NIA #1	Full
716503	NIA #1	Full
761515	NIA #1	Full
723422	NIA #1	Full
723423	NIA #1	Full
716316	NIA #1	Full

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX C
ASSESSED VALUE BY PHASE

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Appendix C
Sutton Fields II PID
2021 Preliminary Assessed Value per Phase

Phase	Parcels	2021 Assessed Value[6]
NIA #1[1]	530	$162,159,599
NIA #2[2]	171	$45,826,772
NIA #3[3]	374	$67,150,031
NIA #4[4]	319	$24,404,973
NIA #2-5[5]	12	$5,970,599
Total	**1406**	**$305,511,974**

1 - Parcels include 515 residential lots and fifteen open space lots.

2 - Parcels include 162 residential lots and nine open space lots.

3 - Parcels include 368 residential lots and six open space lots.

4 - Parcels include 305 residential lots and fourteen open space lots.

5 - Parcels include 12 parent parcels and excludes previously subdivided Parcels in NIA #2

6 - Parcel assessed values reflect 2021 preliminary values in accordance with Denton Central Appraisal District online records as of July 27, 2021.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX D-1
NIA #1 ASSESSMENT ROLL – 2021-22

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 Assessment Roll
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
715978	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($237.70)	$1,729.3
715979	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($233.26)	$1,733.7
715980	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($236.89)	$1,730.1
715981	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($236.86)	$1,730.1
715982	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($204.56)	$1,762.4
715983	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($224.52)	$1,742.5
715984	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($70.99)	$1,896.0
715985	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($43.10)	$1,923.9
715986	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($42.49)	$1,924.5
715987	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($217.45)	$1,749.5
715988	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($242.09)	$1,724.9
715989	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.36)	$1,734.6
715990	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($286.01)	$1,681.0
715991	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($274.59)	$1,692.4
715992	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($240.62)	$1,726.4
715993	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($42.92)	$1,924.1
715994	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($42.99)	$1,924.0
715995	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.43)	$1,734.6
715996	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($218.70)	$1,748.3
715997	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.08)	$1,734.9
715998	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($194.28)	$1,772.7
715999	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($265.68)	$1,701.3
716000	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($288.99)	$1,678.0
716001	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($279.92)	$1,687.1
716002	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($237.13)	$1,729.8
716003	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($187.87)	$1,779.1
716004	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($298.51)	$1,668.5
716005	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($242.99)	$1,724.0
716006	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($234.41)	$1,732.6
716007	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716008	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716009	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.60)	$2,107.2
716010	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($263.59)	$1,894.2
716011	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($194.39)	$1,963.4
716012	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($48.54)	$2,109.3
716013	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716048	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716049	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($251.47)	$1,906.3
716050	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($301.26)	$1,856.5
716051	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($80.95)	$2,076.9
716052	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($247.93)	$1,909.9
716053	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716054	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.36)	$2,107.4
716055	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($236.76)	$1,921.0
716056	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($174.74)	$1,983.1
716057	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	$0.00	$2,157.8
716058	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($84.11)	$2,073.7
716059	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($247.10)	$1,910.7
716060	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.44)	$2,107.4
716061	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($227.07)	$1,930.7
716062	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($132.92)	$2,024.9
716063	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.60)	$2,107.2
716064	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($194.84)	$1,963.0
716065	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($339.18)	$1,818.6
716066	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($273.43)	$1,884.4
716067	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($307.37)	$1,850.4
716068	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.50)	$2,107.3
716069	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 Assessment Roll
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
716101	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($211.88)	$1,945.9
716102	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($242.94)	$1,914.9
716103	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($258.81)	$1,899.0
716104	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.44)	$2,107.4
716105	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($216.90)	$1,940.9
716106	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($201.15)	$1,956.7
716107	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.44)	$2,107.4
716108	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.44)	$2,107.4
716109	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.60)	$2,107.2
716110	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.60)	$2,107.2
716111	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($50.11)	$2,107.7
716112	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($302.63)	$1,855.2
716113	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($206.46)	$1,951.3
716114	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($322.65)	$1,835.2
716115	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($195.47)	$1,962.3
716116	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($271.08)	$1,695.9
716117	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($237.21)	$1,729.8
716118	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($188.61)	$1,778.4
716119	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($281.31)	$1,685.7
716120	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($235.19)	$1,731.8
716121	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($293.82)	$1,673.2
716122	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($276.80)	$1,690.2
716123	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($236.97)	$1,730.0
716124	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($311.63)	$1,655.3
716125	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($237.27)	$1,729.7
716126	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($263.96)	$1,703.0
716127	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716157	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($280.89)	$1,686.1
716158	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($204.93)	$1,762.0
716159	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($280.89)	$1,686.1
716160	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($316.89)	$1,650.1
716161	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($233.35)	$1,733.6
716162	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($296.81)	$1,670.2
716163	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($252.90)	$1,714.1
716164	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($192.56)	$1,774.4
716165	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($290.69)	$1,676.3
716166	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($237.96)	$1,729.0
716167	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($303.08)	$1,663.9
716168	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($251.47)	$1,715.5
716169	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($293.14)	$1,673.8
716170	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($203.67)	$1,763.3
716171	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($251.47)	$1,715.5
716172	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($215.41)	$1,751.6
716173	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($163.63)	$1,803.3
716174	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.72)	$1,925.3
716175	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($227.26)	$1,739.7
716176	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($274.68)	$1,692.3
716177	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($230.33)	$1,736.6
716178	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($118.83)	$1,848.1
716179	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($134.96)	$1,832.0
716205	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($105.36)	$1,861.6
716206	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($285.14)	$1,681.8
716207	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($208.57)	$1,758.4
716208	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($305.94)	$1,661.0
716209	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716210	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($170.44)	$1,796.5
716211	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716212	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($117.66)	$1,849.3

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 Assessment Roll
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
716213	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716214	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($234.28)	$1,732.7
716215	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($208.57)	$1,758.4
716216	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($168.07)	$1,798.9
716217	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($244.65)	$1,722.3
716218	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($293.78)	$1,673.2
716219	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($221.62)	$1,745.4
716220	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($165.94)	$1,801.0
716221	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($127.49)	$1,839.5
716222	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($48.67)	$1,918.3
716223	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($246.94)	$1,720.0
716224	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($223.43)	$1,743.5
716225	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($218.98)	$1,748.0
716226	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.25)	$1,921.7
716227	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($48.75)	$1,918.2
716228	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716229	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($325.64)	$1,641.3
716230	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAI
716231	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($260.00)	$1,707.0
716232	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($107.83)	$1,859.1
716233	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($96.74)	$1,870.2
716234	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($101.69)	$1,865.3
716235	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($146.59)	$1,820.4
716236	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($44.78)	$1,922.2
716237	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($42.82)	$1,924.2
716238	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($270.08)	$1,696.9
716239	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($210.71)	$1,756.3
716240	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($201.63)	$1,765.3
716241	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716242	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($66.65)	$1,900.3
716243	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716244	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716245	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716246	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($188.37)	$1,778.6
716247	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($231.90)	$1,735.1
716248	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($230.40)	$1,736.6
716249	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($276.20)	$1,690.8
716250	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($298.57)	$1,668.4
716272	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($93.06)	$1,873.9
716273	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($220.31)	$1,746.7
716274	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.06)	$1,921.9
716275	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.24)	$1,921.7
716276	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.42)	$1,921.6
716277	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($76.00)	$1,891.0
716278	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.67)	$1,921.3
716279	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($76.32)	$1,890.7
716280	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.85)	$1,921.1
716281	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.95)	$1,921.0
716282	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($49.93)	$1,917.0
716304	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($218.97)	$1,748.0
716305	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($283.23)	$1,683.7
716306	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($217.06)	$1,749.9
716307	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($231.03)	$1,736.0
716308	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($236.33)	$1,730.6
716309	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($217.75)	$1,749.2
716310	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($209.12)	$1,757.9
716311	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($235.69)	$1,731.3
716312	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($254.38)	$1,712.6

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 Assessment Roll
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
716313	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($212.47)	$1,754.5
716314	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($210.07)	$1,756.9
716315	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($210.57)	$1,756.4
716316	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAI
716317	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($221.59)	$1,745.4
716318	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($213.10)	$1,753.9
716319	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($213.10)	$1,753.9
716320	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($208.84)	$1,758.1
716321	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($224.51)	$1,742.5
716322	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($230.14)	$1,736.8
716323	50	$10,069	0.09%	$167.73	$730.02	$35.41	$50.35	($112.15)	$871.3
754877	50	$10,069	0.09%	$167.73	$730.02	$35.41	$50.35	($99.36)	$884.1
716324	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($261.54)	$1,705.4
716325	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($308.45)	$1,658.5
716326	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($283.38)	$1,683.6
716327	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($277.20)	$1,689.8
716328	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($217.75)	$1,749.2
716329	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($263.29)	$1,703.7
716330	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($304.74)	$1,662.2
716331	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716332	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($268.85)	$1,698.1
716333	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($85.75)	$1,881.2
716334	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($209.23)	$1,757.7
716335	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($233.05)	$1,733.9
716336	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($243.39)	$1,723.6
716337	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($217.00)	$1,750.0
716338	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($286.78)	$1,680.2
716339	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($262.84)	$1,704.1
716340	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($307.17)	$1,659.8
716341	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($293.31)	$1,673.7
716342	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($274.27)	$1,692.7
716343	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($311.85)	$1,655.1
716344	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($80.54)	$1,886.4
716345	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($301.35)	$1,665.6
716346	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($294.84)	$1,672.1
716347	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($216.47)	$1,750.5
716348	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716349	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($268.60)	$1,698.4
716351	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716352	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($241.22)	$1,725.8
716353	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716354	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($298.47)	$1,668.5
716355	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($222.12)	$1,744.9
716376	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($180.47)	$1,786.5
716377	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($298.91)	$1,668.1
716378	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($280.93)	$1,686.0
716379	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($280.93)	$1,686.0
716380	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($235.69)	$1,731.3
716381	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($221.99)	$1,745.0
716382	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($301.81)	$1,665.2
716383	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($207.04)	$1,759.9
716384	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($286.80)	$1,680.2
716385	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($259.40)	$1,707.6
716386	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.87)	$1,921.1
716387	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($45.87)	$1,921.1
716388	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($301.35)	$1,665.6
716409	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($284.72)	$1,682.3
716410	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($307.95)	$1,659.0

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 Assessment Roll
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
716411	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($241.35)	$1,725.6
716412	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($242.16)	$1,724.8
716413	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($177.28)	$1,789.7
716414	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($257.04)	$1,709.9
716415	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($285.58)	$1,681.4
716436	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($280.46)	$1,686.5
716437	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($227.04)	$1,739.9
716438	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($206.80)	$1,760.2
716439	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($287.71)	$1,679.3
716440	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($222.78)	$1,744.2
716441	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($285.28)	$1,681.7
716442	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($247.21)	$1,719.8
716443	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($288.60)	$1,678.4
716444	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($294.10)	$1,672.9
716445	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716446	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($286.87)	$1,680.1
716447	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($237.04)	$1,729.9
716448	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($251.65)	$1,715.3
716449	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($276.59)	$1,690.4
716450	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($228.15)	$1,738.8
716451	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($305.84)	$1,661.1
716452	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($48.45)	$1,918.5
716453	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716454	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($225.91)	$1,741.1
716455	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716456	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716457	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716458	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($296.66)	$1,670.3
716459	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($234.10)	$1,732.9
716460	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($272.85)	$1,694.1
716461	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($179.05)	$1,787.9
716462	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716463	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($206.89)	$1,760.1
716464	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.69)	$1,734.3
716465	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($297.34)	$1,669.6
716466	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($234.12)	$1,732.9
716467	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($270.03)	$1,696.9
716487	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($242.81)	$1,724.2
716488	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($235.98)	$1,731.0
716489	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($173.52)	$1,793.5
716490	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($226.46)	$1,740.5
716491	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($126.10)	$1,840.9
716492	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($278.51)	$1,688.5
716493	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($214.80)	$1,752.2
716494	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($270.70)	$1,696.3
716495	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716496	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716497	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716498	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($201.66)	$1,765.3
716499	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($247.69)	$1,719.3
716500	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($298.73)	$1,668.2
716501	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($54.26)	$1,912.7
716502	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($52.24)	$1,914.7
716503	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAI
716504	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($304.89)	$1,662.1
716505	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($210.65)	$1,756.3
716506	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($271.91)	$1,695.1
716507	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($249.50)	$1,717.5

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 Assessment Roll
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
716508	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($284.42)	$1,682.6
716509	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716510	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($206.80)	$1,760.2
716511	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716512	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716513	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($207.48)	$1,759.5
716514	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716515	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAI
716533	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($242.94)	$1,724.0
716534	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($242.96)	$1,724.0
716535	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($221.60)	$1,745.4
716536	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($256.08)	$1,710.9
716537	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
716553	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($255.46)	$1,711.5
716554	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($219.96)	$1,747.0
716555	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($284.12)	$1,682.9
716556	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($250.36)	$1,716.6
716557	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716558	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($68.57)	$1,898.4
716559	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($228.48)	$1,738.5
716560	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($249.50)	$1,717.5
716561	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.69)	$1,734.3
716562	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($219.52)	$1,747.5
716563	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.93)	$1,734.1
716564	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($275.99)	$1,691.0
716565	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($306.25)	$1,660.7
716566	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($48.44)	$1,918.5
716567	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716568	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	$0.00	$1,967.0
716569	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($250.11)	$1,716.9
716570	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716571	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($232.62)	$1,734.4
716572	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716573	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($284.42)	$1,682.6
716574	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($226.65)	$1,740.3
716575	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($41.11)	$1,925.9
716576	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($48.45)	$1,918.5
716577	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($49.99)	$1,917.0
716578	50	$20,138	0.19%	$335.47	$1,460.04	$70.82	$100.69	($46.35)	$1,920.6
723226	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($396.43)	$1,761.4
723227	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	$0.00	$2,157.8
723228	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($330.55)	$1,827.3
723229	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($335.30)	$1,822.5
723230	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723231	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($195.13)	$1,962.7
723232	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($231.86)	$1,926.0
723233	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($291.55)	$1,866.3
723234	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	$0.00	$2,157.8
723235	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($260.91)	$1,896.9
723236	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($272.56)	$1,885.3
723237	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($275.84)	$1,882.0
723238	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($294.23)	$1,863.6
723239	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($310.82)	$1,847.0
723240	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($191.63)	$1,966.2
723241	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723242	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($297.59)	$1,860.2
723243	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($310.32)	$1,847.5
723244	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($334.06)	$1,823.7

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 Assessment Roll
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
723245	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($248.91)	$1,908.9
723246	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($258.21)	$1,899.6
723247	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($337.69)	$1,820.1
723248	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($310.50)	$1,847.3
723249	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($315.56)	$1,842.2
723250	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($81.55)	$2,076.3
723251	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($309.90)	$1,847.9
723252	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	$0.00	$2,157.8
723253	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	$0.00	$2,157.8
723254	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($284.44)	$1,873.4
723255	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($317.77)	$1,840.0
723256	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($311.69)	$1,846.1
723257	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723258	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($238.70)	$1,919.1
723259	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723260	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($307.31)	$1,850.5
723261	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($306.80)	$1,851.0
723262	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($231.23)	$1,926.6
723263	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
723264	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($248.71)	$1,909.1
723265	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($345.57)	$1,812.2
723266	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($52.13)	$2,105.7
723267	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($339.54)	$1,818.3
723268	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($364.21)	$2,050.3
723269	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($144.43)	$2,270.1
723270	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($91.11)	$2,323.4
723271	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($269.88)	$1,887.9
723272	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723273	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723274	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723275	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723276	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723277	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723278	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723279	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723280	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723281	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($55.46)	$2,102.3
723282	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($327.25)	$1,830.6
723283	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($351.34)	$1,806.5
723284	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.83)	$2,112.0
723285	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723286	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723287	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723288	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723289	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723290	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723291	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($267.58)	$1,890.2
723292	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($267.58)	$1,890.2
723293	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($152.22)	$2,005.6
723294	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($308.07)	$1,849.7
723295	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($309.68)	$1,848.1
723296	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($301.64)	$1,856.2
723297	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($257.72)	$1,900.1
723298	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($307.26)	$1,850.6
723299	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($256.49)	$1,901.3
723300	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($288.02)	$1,869.8
723301	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($321.85)	$1,836.0
723302	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($321.51)	$1,836.3

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 Assessment Roll
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
723303	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723304	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723305	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723306	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($312.18)	$1,845.6
723307	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($205.54)	$1,952.3
723308	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($235.83)	$1,922.0
723309	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($315.38)	$1,842.4
723310	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723311	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723312	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723313	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
723314	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723315	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723316	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($347.95)	$1,809.9
723317	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723318	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723319	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723320	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723321	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($205.81)	$1,952.0
723322	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($260.00)	$1,897.8
723323	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($317.05)	$1,840.8
723324	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723325	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($49.64)	$2,108.2
723326	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($157.55)	$2,000.3
723327	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($161.23)	$1,996.6
723328	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723329	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723330	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723331	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723332	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($272.18)	$1,885.6
723333	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($323.64)	$1,834.2
723334	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($329.13)	$1,828.7
723335	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723336	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723337	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723338	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723339	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723340	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($233.95)	$1,923.9
723341	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723342	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($49.64)	$2,108.2
723343	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723344	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723345	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723346	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723347	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($266.96)	$1,890.9
723348	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723349	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($197.01)	$1,960.8
723350	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($314.85)	$1,843.0
723351	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723352	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723353	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($322.42)	$1,835.4
723354	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($244.69)	$1,913.1
723355	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($333.24)	$1,824.6
723356	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.89)	$2,105.9
723357	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723358	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723359	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723360	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($314.41)	$1,843.4

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 Assessment Roll
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
723361	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($310.30)	$1,847.5
723362	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($319.73)	$1,838.1
723363	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723364	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($308.07)	$1,849.7
723365	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723366	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723367	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($51.63)	$2,106.2
723368	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($306.84)	$1,851.0
723369	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723370	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($310.37)	$1,847.4
723371	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($324.39)	$1,833.4
723372	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($238.05)	$1,919.8
723373	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723374	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($301.47)	$1,856.3
723375	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($202.32)	$1,955.5
723376	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($320.41)	$1,837.4
723377	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($45.82)	$2,112.0
723378	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($300.15)	$1,857.7
723379	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($286.18)	$1,871.6
723380	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($313.83)	$1,844.0
723381	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($288.27)	$1,869.5
723382	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($275.90)	$1,881.9
723383	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($287.31)	$1,870.5
723384	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($315.23)	$1,842.6
723385	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($310.30)	$1,847.5
723386	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($320.12)	$1,837.7
723387	60	$22,092	0.20%	$368.01	$1,601.69	$77.69	$110.46	($333.29)	$1,824.5
723388	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($324.26)	$2,090.3
723389	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($304.34)	$2,110.2
723390	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
723391	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	$0.00	$2,414.6
723392	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($109.50)	$2,305.1
723393	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	$0.00	$2,414.6
723394	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($51.83)	$2,362.7
723395	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($216.38)	$2,198.2
723396	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($131.63)	$2,282.9
723397	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($366.43)	$2,048.1
723398	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($192.47)	$2,222.1
723399	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($314.94)	$2,099.6
723400	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($319.70)	$2,094.9
723401	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($87.31)	$2,327.2
723402	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($86.74)	$2,327.8
723403	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($90.07)	$2,324.5
723404	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($92.67)	$2,321.9
723405	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($178.10)	$2,236.5
723406	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
723407	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($306.89)	$2,107.7
723408	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($369.49)	$2,045.1
723409	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($336.74)	$2,077.8
723410	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($329.01)	$2,085.5
723411	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($356.93)	$2,057.6
723412	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($370.85)	$2,043.7
723413	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($206.19)	$2,208.4
723414	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	$0.00	$2,414.6
723415	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($52.75)	$2,361.8
723416	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($131.96)	$2,282.6
723417	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($52.52)	$2,362.0
723418	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($54.12)	$2,360.4

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 Assessment Roll
2021-22

Parcel ID	Lot Type	Outstanding Special Assessments	Percentage of Special Assessments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	Applicable TIRZ Credit	2021-22 Annua Installments
723419	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($146.63)	$2,267.9
723420	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	$0.00	$2,414.6
723421	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($89.11)	$2,325.5
723422	PREPAID	$0	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAI
723423	PREPAID	$0	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAI
723424	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	$0.00	$2,414.6
723425	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($133.37)	$2,281.2
723426	70	$24,721	0.23%	$411.80	$1,792.26	$86.94	$123.60	($134.08)	$2,280.5
723427	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.0
Total		**$10,805,602.01**	**100.00%**	**$180,000.00**	**$783,406.15**	**$38,000.00**	**$54,028.01**	**($95,388.86)**	**$960,045.3**

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX D-2
NIA #1 TIRZ CREDIT CALCULATION – 2021-22

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
715978	$0.56	$1,798.61	$1,798.05	($237.70)	($237.70)
715979	$0.56	$1,765.02	$1,764.46	($233.26)	($233.26)
715980	$0.56	$1,792.46	$1,791.90	($236.89)	($236.89)
715981	$0.56	$1,792.22	$1,791.66	($236.86)	($236.86)
715982	$0.56	$1,547.88	$1,547.32	($204.56)	($204.56)
715983	$0.56	$1,698.92	$1,698.36	($224.52)	($224.52)
715984	$0.56	$537.56	$537.00	($70.99)	($70.99)
715985	$0.56	$326.54	$325.98	($43.10)	($43.10)
715986	$0.56	$321.99	$321.43	($42.49)	($42.49)
715987	$0.56	$1,645.38	$1,644.82	($217.45)	($217.45)
715988	$0.56	$1,831.80	$1,831.24	($242.09)	($242.09)
715989	$0.56	$1,758.21	$1,757.65	($232.36)	($232.36)
715990	$0.56	$2,164.01	$2,163.45	($286.01)	($286.01)
715991	$0.56	$2,077.65	$2,077.09	($274.59)	($274.59)
715992	$0.56	$1,820.64	$1,820.08	($240.62)	($240.62)
715993	$0.56	$325.19	$324.63	($42.92)	($42.92)
715994	$0.56	$325.78	$325.22	($42.99)	($42.99)
715995	$0.56	$1,758.69	$1,758.13	($232.43)	($232.43)
715996	$0.56	$1,654.86	$1,654.30	($218.70)	($218.70)
715997	$0.56	$1,756.08	$1,755.52	($232.08)	($232.08)
715998	$0.56	$1,470.16	$1,469.60	($194.28)	($194.28)
715999	$0.56	$2,010.23	$2,009.67	($265.68)	($265.68)
716000	$0.56	$2,186.55	$2,185.99	($288.99)	($288.99)
716001	$0.56	$2,117.99	$2,117.43	($279.92)	($279.92)
716002	$0.56	$1,794.31	$1,793.75	($237.13)	($237.13)
716003	$0.56	$1,421.63	$1,421.07	($187.87)	($187.87)
716004	$0.56	$2,258.60	$2,258.04	($298.51)	($298.51)
716005	$0.56	$1,838.60	$1,838.04	($242.99)	($242.99)
716006	$0.56	$1,773.71	$1,773.15	($234.41)	($234.41)
716007	$0.00	$0.00	$0.00	$0.00	$0.00
716008	$0.00	$0.00	$0.00	$0.00	$0.00
716009	$0.56	$383.34	$382.78	($50.60)	($50.60)
716010	$0.56	$1,994.44	$1,993.88	($263.59)	($263.59)
716011	$0.56	$1,470.97	$1,470.41	($194.39)	($194.39)
716012	$0.56	$367.76	$367.20	($48.54)	($48.54)
716013	$0.00	$0.00	$0.00	$0.00	$0.00
716048	$0.00	$0.00	$0.00	$0.00	$0.00
716049	$0.56	$1,902.75	$1,902.19	($251.47)	($251.47)
716050	$0.56	$2,279.40	$2,278.84	($301.26)	($301.26)
716051	$0.56	$612.91	$612.35	($80.95)	($80.95)
716052	$0.56	$1,875.98	$1,875.42	($247.93)	($247.93)
716053	$0.00	$0.00	$0.00	$0.00	$0.00
716054	$0.56	$381.52	$380.96	($50.36)	($50.36)
716055	$0.56	$1,791.49	$1,790.93	($236.76)	($236.76)
716056	$0.56	$1,322.33	$1,321.77	($174.74)	($174.74)
716057	$0.56	$0.00	$0.00	$0.00	$0.00

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
716058	$0.56	$636.80	$636.24	($84.11)	($84.11)
716059	$0.56	$1,869.66	$1,869.10	($247.10)	($247.10)
716060	$0.56	$382.08	$381.52	($50.44)	($50.44)
716061	$0.56	$1,718.18	$1,717.62	($227.07)	($227.07)
716062	$0.56	$1,005.99	$1,005.43	($132.92)	($132.92)
716063	$0.56	$383.32	$382.76	($50.60)	($50.60)
716064	$0.56	$1,474.37	$1,473.81	($194.84)	($194.84)
716065	$0.56	$2,566.19	$2,565.63	($339.18)	($339.18)
716066	$0.56	$2,068.84	$2,068.28	($273.43)	($273.43)
716067	$0.56	$2,325.61	$2,325.05	($307.37)	($307.37)
716068	$0.56	$382.55	$381.99	($50.50)	($50.50)
716069	$0.00	$0.00	$0.00	$0.00	$0.00
716101	$0.56	$1,603.27	$1,602.71	($211.88)	($211.88)
716102	$0.56	$1,838.25	$1,837.69	($242.94)	($242.94)
716103	$0.56	$1,958.25	$1,957.69	($258.81)	($258.81)
716104	$0.56	$382.08	$381.52	($50.44)	($50.44)
716105	$0.56	$1,641.23	$1,640.67	($216.90)	($216.90)
716106	$0.56	$1,522.09	$1,521.53	($201.15)	($201.15)
716107	$0.56	$382.08	$381.52	($50.44)	($50.44)
716108	$0.56	$382.08	$381.52	($50.44)	($50.44)
716109	$0.56	$383.32	$382.76	($50.60)	($50.60)
716110	$0.56	$383.32	$382.76	($50.60)	($50.60)
716111	$0.56	$379.58	$379.02	($50.11)	($50.11)
716112	$0.56	$2,289.75	$2,289.19	($302.63)	($302.63)
716113	$0.56	$1,562.29	$1,561.73	($206.46)	($206.46)
716114	$0.56	$2,441.16	$2,440.60	($322.65)	($322.65)
716115	$0.56	$1,479.12	$1,478.56	($195.47)	($195.47)
716116	$0.56	$2,051.10	$2,050.54	($271.08)	($271.08)
716117	$0.56	$1,794.89	$1,794.33	($237.21)	($237.21)
716118	$0.56	$1,427.25	$1,426.69	($188.61)	($188.61)
716119	$0.56	$2,128.50	$2,127.94	($281.31)	($281.31)
716120	$0.56	$1,779.61	$1,779.05	($235.19)	($235.19)
716121	$0.56	$2,223.10	$2,222.54	($293.82)	($293.82)
716122	$0.56	$2,094.38	$2,093.82	($276.80)	($276.80)
716123	$0.56	$1,793.10	$1,792.54	($236.97)	($236.97)
716124	$0.56	$2,357.83	$2,357.27	($311.63)	($311.63)
716125	$0.56	$1,795.32	$1,794.76	($237.27)	($237.27)
716126	$0.56	$1,997.26	$1,996.70	($263.96)	($263.96)
716127	$0.00	$0.00	$0.00	$0.00	$0.00
716157	$0.56	$2,125.28	$2,124.72	($280.89)	($280.89)
716158	$0.56	$1,550.72	$1,550.16	($204.93)	($204.93)
716159	$0.56	$2,125.29	$2,124.73	($280.89)	($280.89)
716160	$0.56	$2,397.61	$2,397.05	($316.89)	($316.89)
716161	$0.56	$1,765.65	$1,765.09	($233.35)	($233.35)
716162	$0.56	$2,245.68	$2,245.12	($296.81)	($296.81)
716163	$0.56	$1,913.59	$1,913.03	($252.90)	($252.90)

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
716164	$0.56	$1,457.15	$1,456.59	($192.56)	($192.56)
716165	$0.56	$2,199.39	$2,198.83	($290.69)	($290.69)
716166	$0.56	$1,800.58	$1,800.02	($237.96)	($237.96)
716167	$0.56	$2,293.18	$2,292.62	($303.08)	($303.08)
716168	$0.56	$1,902.75	$1,902.19	($251.47)	($251.47)
716169	$0.56	$2,217.96	$2,217.40	($293.14)	($293.14)
716170	$0.56	$1,541.16	$1,540.60	($203.67)	($203.67)
716171	$0.56	$1,902.75	$1,902.19	($251.47)	($251.47)
716172	$0.56	$1,630.01	$1,629.45	($215.41)	($215.41)
716173	$0.56	$1,238.29	$1,237.73	($163.63)	($163.63)
716174	$0.56	$316.14	$315.58	($41.72)	($41.72)
716175	$0.56	$1,719.63	$1,719.07	($227.26)	($227.26)
716176	$0.56	$2,078.29	$2,077.73	($274.68)	($274.68)
716177	$0.56	$1,742.82	$1,742.26	($230.33)	($230.33)
716178	$0.56	$899.44	$898.88	($118.83)	($118.83)
716179	$0.56	$1,021.42	$1,020.86	($134.96)	($134.96)
716205	$0.56	$797.51	$796.95	($105.36)	($105.36)
716206	$0.56	$2,157.43	$2,156.87	($285.14)	($285.14)
716207	$0.56	$1,578.27	$1,577.71	($208.57)	($208.57)
716208	$0.56	$2,314.81	$2,314.25	($305.94)	($305.94)
716209	$0.56	$519.23	$518.67	($68.57)	($68.57)
716210	$0.56	$1,289.85	$1,289.29	($170.44)	($170.44)
716211	$0.56	$519.23	$518.67	($68.57)	($68.57)
716212	$0.56	$890.56	$890.00	($117.66)	($117.66)
716213	$0.56	$0.00	$0.00	$0.00	$0.00
716214	$0.56	$1,772.69	$1,772.13	($234.28)	($234.28)
716215	$0.56	$1,578.27	$1,577.71	($208.57)	($208.57)
716216	$0.56	$1,271.86	$1,271.30	($168.07)	($168.07)
716217	$0.56	$1,851.15	$1,850.59	($244.65)	($244.65)
716218	$0.56	$2,222.78	$2,222.22	($293.78)	($293.78)
716219	$0.56	$1,676.94	$1,676.38	($221.62)	($221.62)
716220	$0.56	$1,255.80	$1,255.24	($165.94)	($165.94)
716221	$0.56	$964.93	$964.37	($127.49)	($127.49)
716222	$0.56	$368.71	$368.15	($48.67)	($48.67)
716223	$0.56	$1,868.51	$1,867.95	($246.94)	($246.94)
716224	$0.56	$1,690.67	$1,690.11	($223.43)	($223.43)
716225	$0.56	$1,657.01	$1,656.45	($218.98)	($218.98)
716226	$0.56	$342.85	$342.29	($45.25)	($45.25)
716227	$0.56	$369.31	$368.75	($48.75)	($48.75)
716228	$0.00	$0.00	$0.00	$0.00	$0.00
716229	$0.56	$2,463.76	$2,463.20	($325.64)	($325.64)
716230	$0.56	$1,687.08	$1,686.52	($222.96)	PREPAID
716231	$0.56	$1,967.25	$1,966.69	($260.00)	($260.00)
716232	$0.56	$816.20	$815.64	($107.83)	($107.83)
716233	$0.56	$732.36	$731.80	($96.74)	($96.74)
716234	$0.56	$769.77	$769.21	($101.69)	($101.69)

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
716235	$0.56	$1,109.37	$1,108.81	($146.59)	($146.59)
716236	$0.56	$339.28	$338.72	($44.78)	($44.78)
716237	$0.56	$324.43	$323.87	($42.82)	($42.82)
716238	$0.56	$2,043.52	$2,042.96	($270.08)	($270.08)
716239	$0.56	$1,594.41	$1,593.85	($210.71)	($210.71)
716240	$0.56	$1,525.76	$1,525.20	($201.63)	($201.63)
716241	$0.56	$519.23	$518.67	($68.57)	($68.57)
716242	$0.56	$504.74	$504.18	($66.65)	($66.65)
716243	$0.56	$519.23	$518.67	($68.57)	($68.57)
716244	$0.56	$311.54	$310.98	($41.11)	($41.11)
716245	$0.56	$311.54	$310.98	($41.11)	($41.11)
716246	$0.56	$1,425.45	$1,424.89	($188.37)	($188.37)
716247	$0.56	$1,754.72	$1,754.16	($231.90)	($231.90)
716248	$0.56	$1,743.39	$1,742.83	($230.40)	($230.40)
716249	$0.56	$2,089.80	$2,089.24	($276.20)	($276.20)
716250	$0.56	$2,259.04	$2,258.48	($298.57)	($298.57)
716272	$0.56	$704.50	$703.94	($93.06)	($93.06)
716273	$0.56	$1,667.02	$1,666.46	($220.31)	($220.31)
716274	$0.56	$341.39	$340.83	($45.06)	($45.06)
716275	$0.56	$342.74	$342.18	($45.24)	($45.24)
716276	$0.56	$344.09	$343.53	($45.42)	($45.42)
716277	$0.56	$575.48	$574.92	($76.00)	($76.00)
716278	$0.56	$346.05	$345.49	($45.67)	($45.67)
716279	$0.56	$577.83	$577.27	($76.32)	($76.32)
716280	$0.56	$347.40	$346.84	($45.85)	($45.85)
716281	$0.56	$348.11	$347.55	($45.95)	($45.95)
716282	$0.56	$378.27	$377.71	($49.93)	($49.93)
716304	$0.56	$1,656.92	$1,656.36	($218.97)	($218.97)
716305	$0.56	$2,143.02	$2,142.46	($283.23)	($283.23)
716306	$0.56	$1,642.49	$1,641.93	($217.06)	($217.06)
716307	$0.56	$1,748.10	$1,747.54	($231.03)	($231.03)
716308	$0.56	$1,788.26	$1,787.70	($236.33)	($236.33)
716309	$0.56	$1,647.69	$1,647.13	($217.75)	($217.75)
716310	$0.56	$1,582.41	$1,581.85	($209.12)	($209.12)
716311	$0.56	$1,783.41	$1,782.85	($235.69)	($235.69)
716312	$0.56	$1,924.78	$1,924.22	($254.38)	($254.38)
716313	$0.56	$1,607.71	$1,607.15	($212.47)	($212.47)
716314	$0.56	$1,589.56	$1,589.00	($210.07)	($210.07)
716315	$0.56	$1,593.35	$1,592.79	($210.57)	($210.57)
716316	$0.56	$1,765.35	$1,764.79	($233.31)	PREPAID
716317	$0.56	$1,676.71	$1,676.15	($221.59)	($221.59)
716318	$0.56	$1,612.50	$1,611.94	($213.10)	($213.10)
716319	$0.56	$1,612.50	$1,611.94	($213.10)	($213.10)
716320	$0.56	$1,580.25	$1,579.69	($208.84)	($208.84)
716321	$0.56	$1,698.83	$1,698.27	($224.51)	($224.51)
716322	$0.56	$1,741.42	$1,740.86	($230.14)	($230.14)

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
716323	$0.28	$848.63	$848.35	($112.15)	($112.15)
754877	$0.28	$751.88	$751.60	($99.36)	($99.36)
716324	$0.56	$1,978.91	$1,978.35	($261.54)	($261.54)
716325	$0.56	$2,333.76	$2,333.20	($308.45)	($308.45)
716326	$0.56	$2,144.14	$2,143.58	($283.38)	($283.38)
716327	$0.56	$2,097.36	$2,096.80	($277.20)	($277.20)
716328	$0.56	$1,647.67	$1,647.11	($217.75)	($217.75)
716329	$0.56	$1,992.13	$1,991.57	($263.29)	($263.29)
716330	$0.56	$2,305.68	$2,305.12	($304.74)	($304.74)
716331	$0.00	$0.00	$0.00	$0.00	$0.00
716332	$0.56	$2,034.23	$2,033.67	($268.85)	($268.85)
716333	$0.56	$649.17	$648.61	($85.75)	($85.75)
716334	$0.56	$1,583.22	$1,582.66	($209.23)	($209.23)
716335	$0.56	$1,763.40	$1,762.84	($233.05)	($233.05)
716336	$0.56	$1,841.66	$1,841.10	($243.39)	($243.39)
716337	$0.56	$1,641.98	$1,641.42	($217.00)	($217.00)
716338	$0.56	$2,169.87	$2,169.31	($286.78)	($286.78)
716339	$0.56	$1,988.78	$1,988.22	($262.84)	($262.84)
716340	$0.56	$2,324.07	$2,323.51	($307.17)	($307.17)
716341	$0.56	$2,219.21	$2,218.65	($293.31)	($293.31)
716342	$0.56	$2,075.18	$2,074.62	($274.27)	($274.27)
716343	$0.56	$2,359.51	$2,358.95	($311.85)	($311.85)
716344	$0.56	$609.82	$609.26	($80.54)	($80.54)
716345	$0.56	$2,280.06	$2,279.50	($301.35)	($301.35)
716346	$0.56	$2,230.82	$2,230.26	($294.84)	($294.84)
716347	$0.56	$1,638.03	$1,637.47	($216.47)	($216.47)
716348	$0.56	$0.00	$0.00	$0.00	$0.00
716349	$0.56	$2,032.29	$2,031.73	($268.60)	($268.60)
716351	$0.56	$0.00	$0.00	$0.00	$0.00
716352	$0.56	$1,825.23	$1,824.67	($241.22)	($241.22)
716353	$0.56	$0.00	$0.00	$0.00	$0.00
716354	$0.56	$2,258.28	$2,257.72	($298.47)	($298.47)
716355	$0.56	$1,680.70	$1,680.14	($222.12)	($222.12)
716376	$0.56	$1,365.70	$1,365.14	($180.47)	($180.47)
716377	$0.56	$2,261.61	$2,261.05	($298.91)	($298.91)
716378	$0.56	$2,125.59	$2,125.03	($280.93)	($280.93)
716379	$0.56	$2,125.59	$2,125.03	($280.93)	($280.93)
716380	$0.56	$1,783.38	$1,782.82	($235.69)	($235.69)
716381	$0.56	$1,679.75	$1,679.19	($221.99)	($221.99)
716382	$0.56	$2,283.52	$2,282.96	($301.81)	($301.81)
716383	$0.56	$1,566.66	$1,566.10	($207.04)	($207.04)
716384	$0.56	$2,170.01	$2,169.45	($286.80)	($286.80)
716385	$0.56	$1,962.75	$1,962.19	($259.40)	($259.40)
716386	$0.56	$347.56	$347.00	($45.87)	($45.87)
716387	$0.56	$347.56	$347.00	($45.87)	($45.87)
716388	$0.56	$2,280.08	$2,279.52	($301.35)	($301.35)

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
716409	$0.56	$2,154.30	$2,153.74	($284.72)	($284.72)
716410	$0.56	$2,329.95	$2,329.39	($307.95)	($307.95)
716411	$0.56	$1,826.21	$1,825.65	($241.35)	($241.35)
716412	$0.56	$1,832.30	$1,831.74	($242.16)	($242.16)
716413	$0.56	$1,341.54	$1,340.98	($177.28)	($177.28)
716414	$0.56	$1,944.92	$1,944.36	($257.04)	($257.04)
716415	$0.56	$2,160.75	$2,160.19	($285.58)	($285.58)
716436	$0.56	$2,122.05	$2,121.49	($280.46)	($280.46)
716437	$0.56	$1,717.95	$1,717.39	($227.04)	($227.04)
716438	$0.56	$1,564.87	$1,564.31	($206.80)	($206.80)
716439	$0.56	$2,176.86	$2,176.30	($287.71)	($287.71)
716440	$0.56	$1,685.71	$1,685.15	($222.78)	($222.78)
716441	$0.56	$2,158.52	$2,157.96	($285.28)	($285.28)
716442	$0.56	$1,870.50	$1,869.94	($247.21)	($247.21)
716443	$0.56	$2,183.58	$2,183.02	($288.60)	($288.60)
716444	$0.56	$2,225.25	$2,224.69	($294.10)	($294.10)
716445	$0.56	$0.00	$0.00	$0.00	$0.00
716446	$0.56	$2,170.52	$2,169.96	($286.87)	($286.87)
716447	$0.56	$1,793.57	$1,793.01	($237.04)	($237.04)
716448	$0.56	$1,904.14	$1,903.58	($251.65)	($251.65)
716449	$0.56	$2,092.79	$2,092.23	($276.59)	($276.59)
716450	$0.56	$1,726.38	$1,725.82	($228.15)	($228.15)
716451	$0.56	$2,314.01	$2,313.45	($305.84)	($305.84)
716452	$0.56	$367.07	$366.51	($48.45)	($48.45)
716453	$0.56	$0.00	$0.00	$0.00	$0.00
716454	$0.56	$1,709.37	$1,708.81	($225.91)	($225.91)
716455	$0.56	$311.54	$310.98	($41.11)	($41.11)
716456	$0.56	$311.54	$310.98	($41.11)	($41.11)
716457	$0.56	$311.54	$310.98	($41.11)	($41.11)
716458	$0.56	$2,244.60	$2,244.04	($296.66)	($296.66)
716459	$0.56	$1,771.36	$1,770.80	($234.10)	($234.10)
716460	$0.56	$2,064.49	$2,063.93	($272.85)	($272.85)
716461	$0.56	$1,354.94	$1,354.38	($179.05)	($179.05)
716462	$0.56	$519.23	$518.67	($68.57)	($68.57)
716463	$0.56	$1,565.56	$1,565.00	($206.89)	($206.89)
716464	$0.56	$1,760.68	$1,760.12	($232.69)	($232.69)
716465	$0.56	$2,249.75	$2,249.19	($297.34)	($297.34)
716466	$0.56	$1,771.48	$1,770.92	($234.12)	($234.12)
716467	$0.56	$2,043.12	$2,042.56	($270.03)	($270.03)
716487	$0.56	$1,837.25	$1,836.69	($242.81)	($242.81)
716488	$0.56	$1,785.61	$1,785.05	($235.98)	($235.98)
716489	$0.56	$1,313.13	$1,312.57	($173.52)	($173.52)
716490	$0.56	$1,713.59	$1,713.03	($226.46)	($226.46)
716491	$0.56	$954.40	$953.84	($126.10)	($126.10)
716492	$0.56	$2,107.29	$2,106.73	($278.51)	($278.51)
716493	$0.56	$1,625.40	$1,624.84	($214.80)	($214.80)

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
716494	$0.56	$2,048.18	$2,047.62	($270.70)	($270.70)
716495	$0.56	$311.54	$310.98	($41.11)	($41.11)
716496	$0.56	$311.54	$310.98	($41.11)	($41.11)
716497	$0.56	$311.54	$310.98	($41.11)	($41.11)
716498	$0.56	$1,525.95	$1,525.39	($201.66)	($201.66)
716499	$0.56	$1,874.14	$1,873.58	($247.69)	($247.69)
716500	$0.56	$2,260.21	$2,259.65	($298.73)	($298.73)
716501	$0.56	$411.01	$410.45	($54.26)	($54.26)
716502	$0.56	$395.72	$395.16	($52.24)	($52.24)
716503	$0.56	$1,852.88	$1,852.32	($244.88)	PREPAID
716504	$0.56	$2,306.81	$2,306.25	($304.89)	($304.89)
716505	$0.56	$1,593.95	$1,593.39	($210.65)	($210.65)
716506	$0.56	$2,057.37	$2,056.81	($271.91)	($271.91)
716507	$0.56	$1,887.82	$1,887.26	($249.50)	($249.50)
716508	$0.56	$2,152.00	$2,151.44	($284.42)	($284.42)
716509	$0.56	$311.54	$310.98	($41.11)	($41.11)
716510	$0.56	$1,564.87	$1,564.31	($206.80)	($206.80)
716511	$0.56	$311.54	$310.98	($41.11)	($41.11)
716512	$0.56	$311.54	$310.98	($41.11)	($41.11)
716513	$0.56	$1,569.98	$1,569.42	($207.48)	($207.48)
716514	$0.56	$311.54	$310.98	($41.11)	($41.11)
716515	$0.56	$1,883.40	$1,882.84	($248.91)	PREPAID
716533	$0.56	$1,838.25	$1,837.69	($242.94)	($242.94)
716534	$0.56	$1,838.34	$1,837.78	($242.96)	($242.96)
716535	$0.56	$1,676.83	$1,676.27	($221.60)	($221.60)
716536	$0.56	$1,937.61	$1,937.05	($256.08)	($256.08)
716537	$0.00	$0.00	$0.00	$0.00	$0.00
716553	$0.56	$1,932.90	$1,932.34	($255.46)	($255.46)
716554	$0.56	$1,664.38	$1,663.82	($219.96)	($219.96)
716555	$0.56	$2,149.76	$2,149.20	($284.12)	($284.12)
716556	$0.56	$1,894.32	$1,893.76	($250.36)	($250.36)
716557	$0.56	$519.23	$518.67	($68.57)	($68.57)
716558	$0.56	$519.23	$518.67	($68.57)	($68.57)
716559	$0.56	$1,728.85	$1,728.29	($228.48)	($228.48)
716560	$0.56	$1,887.84	$1,887.28	($249.50)	($249.50)
716561	$0.56	$1,760.67	$1,760.11	($232.69)	($232.69)
716562	$0.56	$1,661.05	$1,660.49	($219.52)	($219.52)
716563	$0.56	$1,762.47	$1,761.91	($232.93)	($232.93)
716564	$0.56	$2,088.21	$2,087.65	($275.99)	($275.99)
716565	$0.56	$2,317.15	$2,316.59	($306.25)	($306.25)
716566	$0.56	$366.95	$366.39	($48.44)	($48.44)
716567	$0.56	$311.54	$310.98	($41.11)	($41.11)
716568	$0.56	$0.00	$0.00	$0.00	$0.00
716569	$0.56	$1,892.44	$1,891.88	($250.11)	($250.11)
716570	$0.56	$311.54	$310.98	($41.11)	($41.11)
716571	$0.56	$1,760.16	$1,759.60	($232.62)	($232.62)

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
716572	$0.56	$311.54	$310.98	($41.11)	($41.11)
716573	$0.56	$2,152.00	$2,151.44	($284.42)	($284.42)
716574	$0.56	$1,715.00	$1,714.44	($226.65)	($226.65)
716575	$0.56	$311.54	$310.98	($41.11)	($41.11)
716576	$0.56	$367.07	$366.51	($48.45)	($48.45)
716577	$0.56	$378.73	$378.17	($49.99)	($49.99)
716578	$0.56	$351.14	$350.58	($46.35)	($46.35)
723226	$0.56	$2,999.25	$2,998.69	($396.43)	($396.43)
723227	$0.56	$0.00	$0.00	$0.00	$0.00
723228	$0.56	$2,500.94	$2,500.38	($330.55)	($330.55)
723229	$0.56	$2,536.85	$2,536.29	($335.30)	($335.30)
723230	$0.56	$347.14	$346.58	($45.82)	($45.82)
723231	$0.56	$1,476.55	$1,475.99	($195.13)	($195.13)
723232	$0.56	$1,754.40	$1,753.84	($231.86)	($231.86)
723233	$0.56	$2,205.90	$2,205.34	($291.55)	($291.55)
723234	$0.56	$0.00	$0.00	$0.00	$0.00
723235	$0.56	$1,974.12	$1,973.56	($260.91)	($260.91)
723236	$0.56	$2,062.27	$2,061.71	($272.56)	($272.56)
723237	$0.56	$2,087.09	$2,086.53	($275.84)	($275.84)
723238	$0.56	$2,226.20	$2,225.64	($294.23)	($294.23)
723239	$0.56	$2,351.72	$2,351.16	($310.82)	($310.82)
723240	$0.56	$1,450.08	$1,449.52	($191.63)	($191.63)
723241	$0.56	$347.14	$346.58	($45.82)	($45.82)
723242	$0.56	$2,251.64	$2,251.08	($297.59)	($297.59)
723243	$0.56	$2,347.94	$2,347.38	($310.32)	($310.32)
723244	$0.56	$2,527.50	$2,526.94	($334.06)	($334.06)
723245	$0.56	$1,883.40	$1,882.84	($248.91)	($248.91)
723246	$0.56	$1,953.71	$1,953.15	($258.21)	($258.21)
723247	$0.56	$2,554.95	$2,554.39	($337.69)	($337.69)
723248	$0.56	$2,349.24	$2,348.68	($310.50)	($310.50)
723249	$0.56	$2,387.58	$2,387.02	($315.56)	($315.56)
723250	$0.56	$617.39	$616.83	($81.55)	($81.55)
723251	$0.56	$2,344.71	$2,344.15	($309.90)	($309.90)
723252	$0.56	$0.00	$0.00	$0.00	$0.00
723253	$0.56	$0.00	$0.00	$0.00	$0.00
723254	$0.56	$2,152.15	$2,151.59	($284.44)	($284.44)
723255	$0.56	$2,404.28	$2,403.72	($317.77)	($317.77)
723256	$0.56	$2,358.27	$2,357.71	($311.69)	($311.69)
723257	$0.56	$347.14	$346.58	($45.82)	($45.82)
723258	$0.56	$1,806.12	$1,805.56	($238.70)	($238.70)
723259	$0.56	$347.14	$346.58	($45.82)	($45.82)
723260	$0.56	$2,325.13	$2,324.57	($307.31)	($307.31)
723261	$0.56	$2,321.30	$2,320.74	($306.80)	($306.80)
723262	$0.56	$1,749.63	$1,749.07	($231.23)	($231.23)
723263	$0.00	$0.00	$0.00	$0.00	$0.00
723264	$0.56	$1,881.88	$1,881.32	($248.71)	($248.71)

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
723265	$0.56	$2,614.54	$2,613.98	($345.57)	($345.57)
723266	$0.56	$394.86	$394.30	($52.13)	($52.13)
723267	$0.56	$2,568.92	$2,568.36	($339.54)	($339.54)
723268	$0.56	$2,755.56	$2,755.00	($364.21)	($364.21)
723269	$0.56	$1,093.08	$1,092.52	($144.43)	($144.43)
723270	$0.56	$689.77	$689.21	($91.11)	($91.11)
723271	$0.56	$2,042.04	$2,041.48	($269.88)	($269.88)
723272	$0.56	$347.14	$346.58	($45.82)	($45.82)
723273	$0.56	$347.14	$346.58	($45.82)	($45.82)
723274	$0.56	$347.14	$346.58	($45.82)	($45.82)
723275	$0.56	$347.14	$346.58	($45.82)	($45.82)
723276	$0.56	$347.14	$346.58	($45.82)	($45.82)
723277	$0.56	$347.14	$346.58	($45.82)	($45.82)
723278	$0.56	$347.14	$346.58	($45.82)	($45.82)
723279	$0.56	$347.14	$346.58	($45.82)	($45.82)
723280	$0.56	$347.14	$346.58	($45.82)	($45.82)
723281	$0.56	$420.09	$419.53	($55.46)	($55.46)
723282	$0.56	$2,475.97	$2,475.41	($327.25)	($327.25)
723283	$0.56	$2,658.16	$2,657.60	($351.34)	($351.34)
723284	$0.56	$347.19	$346.63	($45.83)	($45.83)
723285	$0.56	$347.14	$346.58	($45.82)	($45.82)
723286	$0.56	$347.14	$346.58	($45.82)	($45.82)
723287	$0.56	$347.14	$346.58	($45.82)	($45.82)
723288	$0.56	$347.14	$346.58	($45.82)	($45.82)
723289	$0.56	$393.05	$392.49	($51.89)	($51.89)
723290	$0.56	$393.05	$392.49	($51.89)	($51.89)
723291	$0.56	$2,024.61	$2,024.05	($267.58)	($267.58)
723292	$0.56	$2,024.61	$2,024.05	($267.58)	($267.58)
723293	$0.56	$1,151.97	$1,151.41	($152.22)	($152.22)
723294	$0.56	$2,330.89	$2,330.33	($308.07)	($308.07)
723295	$0.56	$2,343.07	$2,342.51	($309.68)	($309.68)
723296	$0.56	$2,282.24	$2,281.68	($301.64)	($301.64)
723297	$0.56	$1,950.01	$1,949.45	($257.72)	($257.72)
723298	$0.56	$2,324.75	$2,324.19	($307.26)	($307.26)
723299	$0.56	$1,940.72	$1,940.16	($256.49)	($256.49)
723300	$0.56	$2,179.22	$2,178.66	($288.02)	($288.02)
723301	$0.56	$2,435.11	$2,434.55	($321.85)	($321.85)
723302	$0.56	$2,432.57	$2,432.01	($321.51)	($321.51)
723303	$0.56	$347.14	$346.58	($45.82)	($45.82)
723304	$0.56	$347.14	$346.58	($45.82)	($45.82)
723305	$0.56	$347.14	$346.58	($45.82)	($45.82)
723306	$0.56	$2,361.96	$2,361.40	($312.18)	($312.18)
723307	$0.56	$1,555.30	$1,554.74	($205.54)	($205.54)
723308	$0.56	$1,784.42	$1,783.86	($235.83)	($235.83)
723309	$0.56	$2,386.22	$2,385.66	($315.38)	($315.38)
723310	$0.56	$347.14	$346.58	($45.82)	($45.82)

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
723311	$0.56	$347.14	$346.58	($45.82)	($45.82)
723312	$0.56	$393.05	$392.49	($51.89)	($51.89)
723313	$0.00	$0.00	$0.00	$0.00	$0.00
723314	$0.56	$393.05	$392.49	($51.89)	($51.89)
723315	$0.56	$347.14	$346.58	($45.82)	($45.82)
723316	$0.56	$2,632.57	$2,632.01	($347.95)	($347.95)
723317	$0.56	$347.14	$346.58	($45.82)	($45.82)
723318	$0.56	$347.14	$346.58	($45.82)	($45.82)
723319	$0.56	$347.14	$346.58	($45.82)	($45.82)
723320	$0.56	$347.14	$346.58	($45.82)	($45.82)
723321	$0.56	$1,557.35	$1,556.79	($205.81)	($205.81)
723322	$0.56	$1,967.30	$1,966.74	($260.00)	($260.00)
723323	$0.56	$2,398.80	$2,398.24	($317.05)	($317.05)
723324	$0.56	$393.05	$392.49	($51.89)	($51.89)
723325	$0.56	$376.07	$375.51	($49.64)	($49.64)
723326	$0.56	$1,192.31	$1,191.75	($157.55)	($157.55)
723327	$0.56	$1,220.16	$1,219.60	($161.23)	($161.23)
723328	$0.56	$347.14	$346.58	($45.82)	($45.82)
723329	$0.56	$347.14	$346.58	($45.82)	($45.82)
723330	$0.56	$347.14	$346.58	($45.82)	($45.82)
723331	$0.56	$347.14	$346.58	($45.82)	($45.82)
723332	$0.56	$2,059.38	$2,058.82	($272.18)	($272.18)
723333	$0.56	$2,448.70	$2,448.14	($323.64)	($323.64)
723334	$0.56	$2,490.20	$2,489.64	($329.13)	($329.13)
723335	$0.56	$347.14	$346.58	($45.82)	($45.82)
723336	$0.56	$347.14	$346.58	($45.82)	($45.82)
723337	$0.56	$347.14	$346.58	($45.82)	($45.82)
723338	$0.56	$347.14	$346.58	($45.82)	($45.82)
723339	$0.56	$347.14	$346.58	($45.82)	($45.82)
723340	$0.56	$1,770.23	$1,769.67	($233.95)	($233.95)
723341	$0.56	$347.14	$346.58	($45.82)	($45.82)
723342	$0.56	$376.07	$375.51	($49.64)	($49.64)
723343	$0.56	$393.05	$392.49	($51.89)	($51.89)
723344	$0.56	$393.05	$392.49	($51.89)	($51.89)
723345	$0.56	$347.14	$346.58	($45.82)	($45.82)
723346	$0.56	$347.14	$346.58	($45.82)	($45.82)
723347	$0.56	$2,019.89	$2,019.33	($266.96)	($266.96)
723348	$0.56	$347.14	$346.58	($45.82)	($45.82)
723349	$0.56	$1,490.82	$1,490.26	($197.01)	($197.01)
723350	$0.56	$2,382.20	$2,381.64	($314.85)	($314.85)
723351	$0.56	$347.14	$346.58	($45.82)	($45.82)
723352	$0.56	$393.05	$392.49	($51.89)	($51.89)

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
723353	$0.56	$2,439.42	$2,438.86	($322.42)	($322.42)
723354	$0.56	$1,851.48	$1,850.92	($244.69)	($244.69)
723355	$0.56	$2,521.28	$2,520.72	($333.24)	($333.24)
723356	$0.56	$393.05	$392.49	($51.89)	($51.89)
723357	$0.56	$347.14	$346.58	($45.82)	($45.82)
723358	$0.56	$347.14	$346.58	($45.82)	($45.82)
723359	$0.56	$347.14	$346.58	($45.82)	($45.82)
723360	$0.56	$2,378.85	$2,378.29	($314.41)	($314.41)
723361	$0.56	$2,347.79	$2,347.23	($310.30)	($310.30)
723362	$0.56	$2,419.07	$2,418.51	($319.73)	($319.73)
723363	$0.56	$347.14	$346.58	($45.82)	($45.82)
723364	$0.56	$2,330.88	$2,330.32	($308.07)	($308.07)
723365	$0.56	$347.14	$346.58	($45.82)	($45.82)
723366	$0.56	$347.14	$346.58	($45.82)	($45.82)
723367	$0.56	$391.10	$390.54	($51.63)	($51.63)
723368	$0.56	$2,321.57	$2,321.01	($306.84)	($306.84)
723369	$0.56	$347.14	$346.58	($45.82)	($45.82)
723370	$0.56	$2,348.25	$2,347.69	($310.37)	($310.37)
723371	$0.56	$2,454.32	$2,453.76	($324.39)	($324.39)
723372	$0.56	$1,801.26	$1,800.70	($238.05)	($238.05)
723373	$0.56	$347.14	$346.58	($45.82)	($45.82)
723374	$0.56	$2,280.95	$2,280.39	($301.47)	($301.47)
723375	$0.56	$1,530.96	$1,530.40	($202.32)	($202.32)
723376	$0.56	$2,424.21	$2,423.65	($320.41)	($320.41)
723377	$0.56	$347.14	$346.58	($45.82)	($45.82)
723378	$0.56	$2,270.98	$2,270.42	($300.15)	($300.15)
723379	$0.56	$2,165.32	$2,164.76	($286.18)	($286.18)
723380	$0.56	$2,374.45	$2,373.89	($313.83)	($313.83)
723381	$0.56	$2,181.14	$2,180.58	($288.27)	($288.27)
723382	$0.56	$2,087.53	$2,086.97	($275.90)	($275.90)
723383	$0.56	$2,173.87	$2,173.31	($287.31)	($287.31)
723384	$0.56	$2,385.07	$2,384.51	($315.23)	($315.23)
723385	$0.56	$2,347.79	$2,347.23	($310.30)	($310.30)
723386	$0.56	$2,422.07	$2,421.51	($320.12)	($320.12)
723387	$0.56	$2,521.67	$2,521.11	($333.29)	($333.29)
723388	$0.56	$2,453.33	$2,452.77	($324.26)	($324.26)

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #1 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
723389	$0.56	$2,302.65	$2,302.09	($304.34)	($304.34)
723390	$0.00	$0.00	$0.00	$0.00	$0.00
723391	$0.56	$0.00	$0.00	$0.00	$0.00
723392	$0.56	$828.81	$828.25	($109.50)	($109.50)
723393	$0.56	$0.00	$0.00	$0.00	$0.00
723394	$0.56	$392.60	$392.04	($51.83)	($51.83)
723395	$0.56	$1,637.31	$1,636.75	($216.38)	($216.38)
723396	$0.56	$996.25	$995.69	($131.63)	($131.63)
723397	$0.56	$2,772.32	$2,771.76	($366.43)	($366.43)
723398	$0.56	$1,456.47	$1,455.91	($192.47)	($192.47)
723399	$0.56	$2,382.88	$2,382.32	($314.94)	($314.94)
723400	$0.56	$2,418.85	$2,418.29	($319.70)	($319.70)
723401	$0.56	$661.01	$660.45	($87.31)	($87.31)
723402	$0.56	$656.67	$656.11	($86.74)	($86.74)
723403	$0.56	$681.89	$681.33	($90.07)	($90.07)
723404	$0.56	$701.57	$701.01	($92.67)	($92.67)
723405	$0.56	$1,347.78	$1,347.22	($178.10)	($178.10)
723406	$0.00	$0.00	$0.00	$0.00	$0.00
723407	$0.56	$2,322.00	$2,321.44	($306.89)	($306.89)
723408	$0.56	$2,795.49	$2,794.93	($369.49)	($369.49)
723409	$0.56	$2,547.75	$2,547.19	($336.74)	($336.74)
723410	$0.56	$2,489.29	$2,488.73	($329.01)	($329.01)
723411	$0.56	$2,700.45	$2,699.89	($356.93)	($356.93)
723412	$0.56	$2,805.75	$2,805.19	($370.85)	($370.85)
723413	$0.56	$1,560.26	$1,559.70	($206.19)	($206.19)
723414	$0.56	$0.00	$0.00	$0.00	$0.00
723415	$0.56	$399.54	$398.98	($52.75)	($52.75)
723416	$0.56	$998.77	$998.21	($131.96)	($131.96)
723417	$0.56	$397.86	$397.30	($52.52)	($52.52)
723418	$0.56	$409.94	$409.38	($54.12)	($54.12)
723419	$0.56	$1,109.71	$1,109.15	($146.63)	($146.63)
723420	$0.56	$0.00	$0.00	$0.00	$0.00
723421	$0.56	$674.59	$674.03	($89.11)	($89.11)
723422	$0.56	$674.59	$674.03	($89.11)	PREPAID
723423	$0.56	$1,177.54	$1,176.98	($155.60)	PREPAID
723424	$0.56	$0.00	$0.00	$0.00	$0.00
723425	$0.56	$1,009.44	$1,008.88	($133.37)	($133.37)
723426	$0.56	$1,014.80	$1,014.24	($134.08)	($134.08)
723427	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$286.30**	**$730,863.95**	**$730,587.10**	**($96,583.62)**	**($95,388.86)**

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX E-1
NIA #2-5 MAJOR IMPROVEMENT
ASSESSMENT ROLL – 2021-22

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
52680	56	Various	$483,501	3.08%	$11,543.92	$40,291.75	$769.59	$2,441.92	$0.00	$55,047.19
122875	71	Various	$613,010	3.90%	$14,636.04	$51,084.18	$975.74	$3,096.01	($227.45)	$69,564.52
52751	100	Various	$863,395	5.50%	$20,614.14	$71,949.55	$1,374.28	$4,360.58	($480.07)	$97,818.48
52810	349	Various	$3,013,247	19.18%	$71,943.36	$251,103.92	$4,796.22	$15,218.42	($4.83)	$343,057.11
52744	102	Various	$880,662	5.61%	$21,026.43	$73,388.54	$1,401.76	$4,447.79	($38.89)	$100,225.63
751235	151	Various	$1,303,726	8.30%	$31,127.36	$108,643.82	$2,075.16	$6,584.47	($856.34)	$147,574.47
52760	18	Various	$155,411	0.99%	$3,710.55	$12,950.92	$247.37	$784.90	($81.83)	$17,611.91
52721	29	Various	$250,384	1.59%	$5,978.10	$20,865.37	$398.54	$1,264.57	($123.28)	$28,383.29
660188	0	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
751236	6	Various	$51,804	0.33%	$1,236.85	$4,316.97	$82.46	$261.63	($0.15)	$5,897.77
134236	116	Various	$970,342	6.18%	$23,167.59	$80,861.85	$1,544.51	$4,900.72	($246.26)	$110,228.40
748975	0	N/A	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740806	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($146.14)	$775.97
740807	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($90.17)	$831.94
740808	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($94.75)	$827.36
740809	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($77.68)	$844.43
740810	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($53.47)	$868.64
740811	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($118.65)	$803.46
740812	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($55.45)	$866.66
740813	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($40.49)	$881.62
740814	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($53.44)	$868.67
740815	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($39.96)	$882.14
740816	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($55.12)	$866.98
740817	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($124.04)	$798.07
740818	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	$0.00	$922.11
740819	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($58.29)	$863.82
740820	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($156.16)	$765.94
740821	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($161.15)	$760.96
740822	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($47.32)	$874.79
740823	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($107.21)	$814.90
740824	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($50.97)	$871.14
740825	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($72.07)	$850.04
740826	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	$0.00	$922.11
740827	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($91.85)	$830.25
740828	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($53.82)	$868.28
740829	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($84.30)	$837.81
740830	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($38.05)	$884.06
740831	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($38.59)	$883.52
740832	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($115.38)	$806.73
740833	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($51.00)	$871.11
740834	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($126.71)	$795.40
740835	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($52.51)	$869.60
740836	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($116.40)	$805.71
740837	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($107.30)	$814.81
740838	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($146.57)	$775.54
740839	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($137.16)	$784.95
740840	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($121.51)	$800.59
740841	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($138.31)	$783.80
740842	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($126.70)	$795.41
740843	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($146.57)	$775.54
740844	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($153.09)	$769.02
740845	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($145.64)	$776.47
740846	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($93.22)	$828.89
740847	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($28.77)	$893.34
740848	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($143.13)	$778.97
740849	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($114.99)	$807.12
740850	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($52.49)	$869.62
740851	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($75.14)	$846.97
740852	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($70.64)	$851.47
740853	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($77.73)	$844.38
740854	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($123.30)	$798.81
740855	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($91.21)	$830.90
740856	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($82.96)	$839.14
740857	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($52.33)	$869.78
740858	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($126.70)	$795.41
740859	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($138.31)	$783.80
740860	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($161.76)	$760.35
740861	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($132.25)	$789.86
740862	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($83.83)	$927.41
740863	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($53.16)	$958.08
740864	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($53.98)	$957.26
740865	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($44.47)	$966.76

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
740866	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($61.72)	$949.51
740867	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($73.23)	$938.01
740868	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($62.48)	$948.76
740869	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($164.74)	$846.50
740870	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($119.61)	$891.63
740871	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($146.89)	$864.34
740872	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($140.46)	$870.77
740873	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($144.84)	$866.40
740874	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($147.62)	$863.61
740875	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($130.76)	$880.47
740876	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($164.74)	$846.50
740877	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($127.71)	$883.53
740878	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($62.87)	$948.37
740879	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($130.64)	$880.59
740880	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($132.58)	$878.65
740881	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($127.52)	$883.72
740882	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($144.68)	$866.56
740883	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($141.19)	$870.05
740884	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($147.41)	$863.82
740885	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($129.00)	$882.23
740886	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($142.84)	$868.39
740887	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740888	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740889	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740890	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740891	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	$0.00	$1,011.24
740892	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740893	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740894	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740895	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740896	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740897	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($37.45)	$973.79
740898	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($41.14)	$970.10
740899	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($35.07)	$976.17
740900	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740901	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740902	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($36.18)	$975.06
740903	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740904	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($34.52)	$976.71
740905	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($36.42)	$974.81
740906	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($35.40)	$975.84
740907	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($140.46)	$870.77
740908	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($45.78)	$965.46
740909	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($145.98)	$865.26
740910	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($126.49)	$795.62
740911	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($128.36)	$793.75
740912	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($115.43)	$806.68
740913	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($120.48)	$801.63
740914	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	$0.00	$922.11
740915	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($128.45)	$793.66
740916	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($140.13)	$781.98
740917	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($117.67)	$804.44
740918	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($124.85)	$797.26
740919	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($122.61)	$799.50
740920	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($159.97)	$762.14
740921	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($144.71)	$777.40
740922	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($121.63)	$800.48
740923	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($138.18)	$783.93
740924	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($114.72)	$807.39
740925	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($137.82)	$784.29
740926	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($127.46)	$794.65
740927	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($132.92)	$789.19
740928	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($99.99)	$822.12
740929	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($144.13)	$777.98
740930	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($127.44)	$794.67
740931	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($130.23)	$791.87
740932	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($121.44)	$800.66
740933	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($150.35)	$771.76
740934	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($123.97)	$798.14
740935	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	$0.00	$922.11
740936	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($145.11)	$777.00
740937	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($120.19)	$801.92

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
740938	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($128.08)	$794.03
740939	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740940	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($144.35)	$777.76
740941	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($152.56)	$769.54
740942	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($121.63)	$800.48
740943	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($114.09)	$808.02
740944	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($110.82)	$811.29
740945	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($122.99)	$799.12
740946	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($120.70)	$801.40
740947	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($145.14)	$776.97
740948	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740949	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($126.13)	$795.98
740950	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($138.41)	$783.70
740951	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($108.62)	$813.49
740952	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($122.05)	$800.06
740953	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($114.10)	$808.01
740954	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($120.90)	$801.21
740955	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($126.96)	$795.15
740956	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($151.97)	$770.14
740957	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($162.37)	$759.74
740958	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($128.52)	$793.59
740959	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($123.61)	$798.50
740960	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($138.41)	$783.70
740961	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($138.18)	$783.93
740962	1	50	$8,099	0.05%	$193.37	$674.94	$12.89	$40.91	($147.14)	$774.97
740963	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740964	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($144.69)	$866.55
740965	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($46.78)	$964.46
740966	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($44.00)	$967.24
740967	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($46.23)	$965.01
740968	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($133.65)	$877.58
740969	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740970	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740971	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740972	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740973	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740974	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
740975	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($22.37)	$988.87
740976	1	60	$8,882	0.06%	$212.07	$740.17	$14.14	$44.86	($35.55)	$975.68
52690	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
52763	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757500	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757494	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($113.17)	$869.82
757493	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($32.73)	$950.26
757492	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.53)	$952.46
757491	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($101.48)	$881.51
757490	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757489	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757488	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757487	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757486	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757485	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757484	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757483	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757482	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757481	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757480	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757479	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757478	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757477	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.86)	$953.13
757476	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.19)	$952.79
757475	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.67)	$953.31
757474	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($125.67)	$857.32
757473	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.12)	$952.87
757472	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.09)	$952.90
757471	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.06)	$952.92
757470	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.03)	$952.95
757469	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.00)	$952.98
757468	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.98)	$953.01
757467	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.95)	$953.04
757466	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.92)	$953.06
757465	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.89)	$953.09

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
757464	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.87)	$953.12
757463	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.84)	$953.15
757462	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.81)	$953.17
757461	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.78)	$953.20
757460	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.76)	$953.23
757459	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($114.40)	$868.59
757458	1	70	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($31.16)	$951.83
757457	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757456	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($25.96)	$957.03
757455	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($121.75)	$861.23
757454	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($98.88)	$884.10
757453	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757452	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757451	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
757450	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
757449	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
757448	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757447	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757446	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757445	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757444	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($135.85)	$847.14
757443	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($120.22)	$862.77
757442	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($158.56)	$824.43
757441	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($181.13)	$801.86
757440	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757439	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757438	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757437	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
757436	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($120.86)	$862.12
757435	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($120.22)	$862.77
757434	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.19)	$958.80
757433	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.19)	$958.80
757432	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($140.46)	$842.53
757431	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($20.48)	$962.51
757430	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($58.86)	$924.13
757429	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($122.37)	$860.62
757428	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($135.30)	$847.69
757427	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($152.84)	$830.15
757426	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($162.98)	$820.01
757425	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($184.52)	$798.47
757424	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.36)	$958.62
757423	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($79.19)	$903.80
757422	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($20.92)	$962.06
757421	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($20.85)	$962.13
757420	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($123.40)	$859.59
757419	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.40)	$958.59
757418	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.28)	$955.71
757417	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($97.72)	$885.26
757416	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($186.50)	$796.48
757415	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($164.20)	$818.79
757414	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
757413	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($101.09)	$881.90
757412	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($171.32)	$811.66
757411	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($156.70)	$826.29
757410	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($123.65)	$859.34
757409	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($78.07)	$904.92
757408	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($134.10)	$848.89
757407	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($58.46)	$924.53
757406	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.19)	$958.80
757405	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($191.64)	$791.34
757404	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.69)	$958.30
757403	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.56)	$959.43
757402	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.57)	$959.42
757401	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.57)	$959.42
757400	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($84.18)	$898.81
757399	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($90.94)	$892.04
757398	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($78.92)	$904.06
757397	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.41)	$959.58
757396	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.36)	$959.62
757395	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.32)	$959.67
757394	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.39)	$955.59
757393	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.34)	$955.65

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
757392	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.28)	$955.70
757391	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.23)	$955.75
769773	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
769772	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
769765	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
769764	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
769763	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.99)	$956.00
769762	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.83)	$958.15
769761	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.93)	$960.05
769760	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.44)	$958.54
769759	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.44)	$958.54
769758	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.73)	$954.25
769757	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($31.84)	$951.15
769756	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.48)	$955.50
769755	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.50)	$960.49
769754	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.56)	$960.42
769753	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($41.22)	$941.77
769752	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($41.34)	$941.64
769751	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
769750	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769749	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769748	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769747	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769746	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769745	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.68)	$953.31
769744	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769743	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769742	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769741	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769740	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769739	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769738	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769737	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769736	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769735	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769734	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769733	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769732	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769731	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769730	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769729	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769728	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769727	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
769726	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769725	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769724	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.49)	$935.49
769723	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($35.50)	$947.49
769722	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($124.70)	$858.28
769721	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.84)	$954.15
769720	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.93)	$954.05
769719	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.02)	$953.96
769718	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.12)	$953.87
769717	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.21)	$953.78
769716	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.30)	$953.69
769715	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($30.71)	$952.28
769714	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.09)	$956.90
769713	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769712	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769711	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769710	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769709	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769708	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769707	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769706	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769704	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($49.41)	$933.57
769703	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.09)	$935.90
769702	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.30)	$935.68
769701	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.04)	$956.94
769700	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.10)	$956.88
769699	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.16)	$956.83
769698	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.22)	$956.77
769697	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.83)	$935.15

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
769696	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.94)	$935.05
769695	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.74)	$935.24
769694	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($62.50)	$920.48
769693	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.49)	$935.49
769692	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769691	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769690	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769689	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769688	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769687	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769686	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769685	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769684	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769683	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769682	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769681	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769680	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769679	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769678	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769677	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769676	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769675	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769674	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
769673	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769672	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.09)	$956.90
769671	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769670	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769669	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769668	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769667	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769666	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769665	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769664	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
769663	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769662	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769661	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769660	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.68)	$953.31
769659	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769658	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769657	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769656	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769655	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769654	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769653	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769652	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769651	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769650	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769649	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769648	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769647	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769646	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.68)	$953.31
769645	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.68)	$953.31
769644	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769643	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769642	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769641	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769640	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769639	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769638	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769637	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769636	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769635	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769634	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769633	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769632	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769631	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.47)	$954.52
769630	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.68)	$953.31
769629	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.49)	$935.49
769628	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769627	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769626	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769625	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
769624	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769623	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769622	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769621	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769620	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769619	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769618	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769617	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769616	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769615	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769614	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769613	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769612	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769611	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769610	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769609	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769608	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.49)	$935.49
769607	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.09)	$956.90
769606	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
769605	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769604	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769603	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769602	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769601	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769600	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769599	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769598	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769597	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769596	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769595	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769594	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	$0.00	$982.99
769593	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769592	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769591	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769590	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769589	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769588	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769587	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769586	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.49)	$935.49
769585	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($47.49)	$935.49
769584	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769583	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769582	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769581	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769580	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769579	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769578	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769577	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769576	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769575	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769574	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769573	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769572	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769571	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769570	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769569	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769568	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769567	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($40.22)	$942.76
769566	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.11)	$958.88
769565	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.09)	$960.89
769564	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.09)	$956.90
769563	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($41.47)	$941.52
769562	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($41.60)	$941.38
769561	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($41.73)	$941.26
769560	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($25.09)	$957.90
769559	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($25.17)	$957.82
769558	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($25.24)	$957.75
769557	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.20)	$959.78
769556	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.27)	$959.71
769555	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($42.51)	$940.48
769554	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($42.63)	$940.35
769553	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($42.76)	$940.23

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
769552	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($42.89)	$940.09
769551	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($43.02)	$939.97
769550	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.70)	$959.29
769549	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.00)	$956.99
769548	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.02)	$956.96
769547	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.10)	$956.88
769546	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($23.99)	$958.99
769545	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.25)	$956.73
769544	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.33)	$956.65
769543	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.41)	$956.58
769542	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.49)	$956.50
769541	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.56)	$956.42
769540	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($26.64)	$956.35
769539	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.49)	$958.50
769538	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.56)	$958.43
769537	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.63)	$958.36
769536	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($24.70)	$958.29
769535	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.03)	$955.96
769534	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.11)	$955.88
769533	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.18)	$955.80
769532	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($27.26)	$955.73
769531	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($96.60)	$886.39
769529	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.38)	$953.60
769528	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.79)	$954.20
769527	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.81)	$954.17
769526	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.84)	$954.14
769525	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.87)	$954.12
769524	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.90)	$954.09
769523	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.92)	$954.06
769522	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.95)	$954.03
769521	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($28.98)	$954.00
769520	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($99.15)	$883.83
769519	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.04)	$953.95
769518	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.06)	$953.92
769517	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.09)	$953.89
769516	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.12)	$953.87
769515	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.15)	$953.84
769514	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.84)	$953.15
769513	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($101.12)	$881.87
769512	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.23)	$953.75
769511	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.26)	$953.72
769510	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.29)	$953.70
769509	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.32)	$953.67
769508	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.35)	$953.64
769507	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.37)	$953.61
769506	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.40)	$953.58
769505	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.43)	$953.56
769504	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.46)	$953.53
769503	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.48)	$953.50
769502	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.51)	$953.47
769501	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.54)	$953.45
769500	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($29.57)	$953.42
769499	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($49.37)	$933.61
769498	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($31.26)	$951.73
769497	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($22.51)	$960.48
964952	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964953	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964954	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964955	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964956	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964957	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964958	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964959	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964960	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964961	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964962	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964963	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964964	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964965	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964966	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964967	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964968	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
964969	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964970	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964971	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964972	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964973	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964974	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964975	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964976	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964977	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964978	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964979	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964980	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964981	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964982	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964983	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964984	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964985	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964986	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964987	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964988	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964989	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964990	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964991	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964992	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964993	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964994	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964995	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964996	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964997	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964998	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
964999	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965000	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965001	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965002	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965003	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965004	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965005	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965006	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965007	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965008	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
965009	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965010	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965011	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965012	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965013	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965014	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965015	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965016	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965017	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965018	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965019	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965020	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965021	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
965023	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965024	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965025	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965026	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965027	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965028	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965029	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965030	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965031	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
965032	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965033	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965034	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965035	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965036	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
965037	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965038	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965039	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965040	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965041	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
965042	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965043	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965044	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965045	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965046	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965047	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965048	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965049	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965050	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965051	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
965052	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
965053	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965054	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965055	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965056	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965058	1	60	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965059	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965060	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965061	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965062	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965063	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965064	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965065	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965066	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965067	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965068	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965069	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965070	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965071	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965072	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965073	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965074	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965075	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965076	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965077	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965078	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965079	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965080	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965081	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965082	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965083	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965084	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965085	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965086	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965087	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965088	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965089	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965090	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965091	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965092	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965093	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965094	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965095	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965096	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965097	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965098	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965099	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965100	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965101	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965102	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965103	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965104	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965105	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965106	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965107	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965108	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965109	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965110	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965111	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965112	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965113	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965114	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24

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Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
965115	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965116	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965117	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965118	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965119	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965120	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965121	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965122	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965123	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965124	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965125	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
965126	1	50	$8,365	0.05%	$199.72	$697.08	$13.31	$42.25	($2.12)	$950.24
972792	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972793	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972794	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972795	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972796	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972797	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972798	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972799	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972800	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972801	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972802	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972803	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972804	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972805	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972806	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972807	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972808	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972809	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972810	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972811	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972812	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972813	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972814	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972815	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972816	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972817	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972818	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972819	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972820	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972821	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972822	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972823	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972824	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972825	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972826	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972827	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972828	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972829	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972830	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972831	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972832	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972833	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972834	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972835	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972836	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972837	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972838	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972839	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972840	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972841	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972842	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972843	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972844	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972845	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972846	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972847	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972848	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972849	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972850	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972851	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
972852	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972853	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972854	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972855	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972856	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972857	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972858	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972859	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972860	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972861	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972862	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972863	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
972864	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972865	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972866	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972867	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972868	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972869	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972870	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972871	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972872	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972873	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972874	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972875	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972876	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972877	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972878	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972879	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972880	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972881	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972882	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972883	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972884	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972885	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972886	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972887	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972888	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972889	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972890	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972891	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972892	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972893	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972894	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972895	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972896	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972897	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972898	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972899	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972900	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972901	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972902	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972903	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972904	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972905	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972906	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972907	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972908	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972909	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972910	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972911	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972912	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972913	1	50	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972914	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972915	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972916	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972917	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972918	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972919	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972920	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972921	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972922	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972923	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972924	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972925	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972926	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972927	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expense	Excess Interest for Reserves	TIRZ Credit	2021-22 Annual Installments
972928	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972929	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972930	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972931	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972932	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972933	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972934	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972935	1	60	$8,634	0.05%	$206.14	$719.50	$13.74	$43.61	($5.35)	$977.64
972936	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
972937	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HOA	0	0	$158,650	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**1,833**		**$15,865,000**	**100.00%**	**$375,000.00**	**$1,308,862.50**	**$25,000.00**	**$79,325.00**	**($33,587.67)**	**$1,754,599.83**

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX E-2
NIA #2-5 MAJOR IMPROVEMENT
TIRZ CREDIT CALCULATION – 2021-22

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
52680	$7,015.83	$4,631.89	$0.00	$0.00	$0.00
122875	$20.76	$2,951.78	$2,931.02	($227.45)	($227.45
52751	$46.39	$6,232.87	$6,186.48	($480.07)	($480.07
52810	$349.51	$411.70	$62.19	($4.83)	($4.83
52744	$148.70	$649.84	$501.14	($38.89)	($38.89
751235	$154.29	$11,189.55	$11,035.26	($856.34)	($856.34
52760	$2.63	$1,057.12	$1,054.49	($81.83)	($81.83
52721	$10.22	$1,598.93	$1,588.71	($123.28)	($123.28
660188	$21.34	$157.83	$136.49	($10.59)	$0.00
751236	$1.58	$3.46	$1.88	($0.15)	($0.15
134236	$17.73	$3,191.16	$3,173.43	($246.26)	($246.26
748975	$0.00	$0.00	$0.00	$0.00	$0.00
740806	$0.18	$1,883.45	$1,883.27	($146.14)	($146.14
740807	$0.18	$1,162.21	$1,162.03	($90.17)	($90.17
740808	$0.18	$1,221.21	$1,221.03	($94.75)	($94.75
740809	$0.18	$1,001.18	$1,001.00	($77.68)	($77.68
740810	$0.18	$689.23	$689.05	($53.47)	($53.47
740811	$0.18	$1,529.19	$1,529.01	($118.65)	($118.65
740812	$0.18	$714.71	$714.53	($55.45)	($55.45
740813	$0.18	$521.93	$521.75	($40.49)	($40.49
740814	$0.18	$688.78	$688.60	($53.44)	($53.44
740815	$0.18	$515.19	$515.01	($39.96)	($39.96
740816	$0.18	$710.55	$710.37	($55.12)	($55.12
740817	$0.18	$1,598.65	$1,598.47	($124.04)	($124.04
740818	$0.18	$0.00	$0.00	$0.00	$0.00
740819	$0.18	$751.30	$751.12	($58.29)	($58.29
740820	$0.18	$2,012.61	$2,012.43	($156.16)	($156.16
740821	$0.18	$2,076.89	$2,076.71	($161.15)	($161.15
740822	$0.18	$609.92	$609.74	($47.32)	($47.32
740823	$0.18	$1,381.78	$1,381.60	($107.21)	($107.21
740824	$0.18	$656.95	$656.77	($50.97)	($50.97
740825	$0.18	$928.94	$928.76	($72.07)	($72.07
740826	$0.18	$0.00	$0.00	$0.00	$0.00
740827	$0.18	$1,183.87	$1,183.69	($91.85)	($91.85
740828	$0.18	$693.79	$693.61	($53.82)	($53.82
740829	$0.18	$1,086.52	$1,086.34	($84.30)	($84.30
740830	$0.18	$490.55	$490.37	($38.05)	($38.05
740831	$0.18	$497.41	$497.23	($38.59)	($38.59
740832	$0.18	$1,487.00	$1,486.82	($115.38)	($115.38

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
740833	$0.18	$657.36	$657.18	($51.00)	($51.00
740834	$0.18	$1,633.04	$1,632.86	($126.71)	($126.71
740835	$0.18	$676.88	$676.70	($52.51)	($52.51
740836	$0.18	$1,500.21	$1,500.03	($116.40)	($116.40
740837	$0.18	$1,382.85	$1,382.67	($107.30)	($107.30
740838	$0.18	$1,888.93	$1,888.75	($146.57)	($146.57
740839	$0.18	$1,767.70	$1,767.52	($137.16)	($137.16
740840	$0.18	$1,566.09	$1,565.91	($121.51)	($121.51
740841	$0.18	$1,782.55	$1,782.37	($138.31)	($138.31
740842	$0.18	$1,632.88	$1,632.70	($126.70)	($126.70
740843	$0.18	$1,888.93	$1,888.75	($146.57)	($146.57
740844	$0.18	$1,973.02	$1,972.84	($153.09)	($153.09
740845	$0.18	$1,876.95	$1,876.77	($145.64)	($145.64
740846	$0.18	$1,201.49	$1,201.31	($93.22)	($93.22
740847	$0.18	$370.88	$370.70	($28.77)	($28.77
740848	$0.18	$1,844.70	$1,844.52	($143.13)	($143.13
740849	$0.18	$1,481.99	$1,481.81	($114.99)	($114.99
740850	$0.18	$676.64	$676.46	($52.49)	($52.49
740851	$0.18	$968.49	$968.31	($75.14)	($75.14
740852	$0.18	$910.44	$910.26	($70.64)	($70.64
740853	$0.18	$1,001.88	$1,001.70	($77.73)	($77.73
740854	$0.18	$1,589.05	$1,588.87	($123.30)	($123.30
740855	$0.18	$1,175.58	$1,175.40	($91.21)	($91.21
740856	$0.18	$1,069.30	$1,069.12	($82.96)	($82.96
740857	$0.18	$674.48	$674.30	($52.33)	($52.33
740858	$0.18	$1,632.88	$1,632.70	($126.70)	($126.70
740859	$0.18	$1,782.55	$1,782.37	($138.31)	($138.31
740860	$0.18	$2,084.72	$2,084.54	($161.76)	($161.76
740861	$0.18	$1,704.37	$1,704.19	($132.25)	($132.25
740862	$0.20	$1,080.48	$1,080.28	($83.83)	($83.83
740863	$0.20	$685.22	$685.02	($53.16)	($53.16
740864	$0.20	$695.81	$695.61	($53.98)	($53.98
740865	$0.20	$573.30	$573.10	($44.47)	($44.47
740866	$0.20	$795.62	$795.42	($61.72)	($61.72
740867	$0.20	$943.83	$943.63	($73.23)	($73.23
740868	$0.20	$805.33	$805.13	($62.48)	($62.48
740869	$0.20	$2,123.14	$2,122.94	($164.74)	($164.74
740870	$0.20	$1,541.55	$1,541.35	($119.61)	($119.61
740871	$0.20	$1,893.14	$1,892.94	($146.89)	($146.89

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
740872	$0.20	$1,810.26	$1,810.06	($140.46)	($140.46
740873	$0.20	$1,866.66	$1,866.46	($144.84)	($144.84
740874	$0.20	$1,902.57	$1,902.37	($147.62)	($147.62
740875	$0.20	$1,685.27	$1,685.07	($130.76)	($130.76
740876	$0.20	$2,123.14	$2,122.94	($164.74)	($164.74
740877	$0.20	$1,645.90	$1,645.70	($127.71)	($127.71
740878	$0.20	$810.38	$810.18	($62.87)	($62.87
740879	$0.20	$1,683.72	$1,683.52	($130.64)	($130.64
740880	$0.20	$1,708.71	$1,708.51	($132.58)	($132.58
740881	$0.20	$1,643.45	$1,643.25	($127.52)	($127.52
740882	$0.20	$1,864.60	$1,864.40	($144.68)	($144.68
740883	$0.20	$1,819.66	$1,819.46	($141.19)	($141.19
740884	$0.20	$1,899.84	$1,899.64	($147.41)	($147.41
740885	$0.20	$1,662.62	$1,662.42	($129.00)	($129.00
740886	$0.20	$1,840.98	$1,840.78	($142.84)	($142.84
740887	$0.20	$445.05	$444.85	($34.52)	($34.52
740888	$0.20	$445.05	$444.85	($34.52)	($34.52
740889	$0.20	$445.05	$444.85	($34.52)	($34.52
740890	$0.20	$445.05	$444.85	($34.52)	($34.52
740891	$0.20	$0.00	$0.00	$0.00	$0.00
740892	$0.20	$445.05	$444.85	($34.52)	($34.52
740893	$0.20	$445.05	$444.85	($34.52)	($34.52
740894	$0.20	$445.05	$444.85	($34.52)	($34.52
740895	$0.20	$445.05	$444.85	($34.52)	($34.52
740896	$0.20	$445.05	$444.85	($34.52)	($34.52
740897	$0.20	$482.75	$482.55	($37.45)	($37.45
740898	$0.20	$530.32	$530.12	($41.14)	($41.14
740899	$0.20	$452.11	$451.91	($35.07)	($35.07
740900	$0.20	$445.05	$444.85	($34.52)	($34.52
740901	$0.20	$445.05	$444.85	($34.52)	($34.52
740902	$0.20	$466.37	$466.17	($36.18)	($36.18
740903	$0.20	$445.05	$444.85	($34.52)	($34.52
740904	$0.20	$445.05	$444.85	($34.52)	($34.52
740905	$0.20	$469.55	$469.35	($36.42)	($36.42
740906	$0.20	$456.34	$456.14	($35.40)	($35.40
740907	$0.20	$1,810.29	$1,810.09	($140.46)	($140.46
740908	$0.20	$590.15	$589.95	($45.78)	($45.78
740909	$0.20	$1,881.34	$1,881.14	($145.98)	($145.98
740910	$0.18	$1,630.25	$1,630.07	($126.49)	($126.49

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
740911	$0.18	$1,654.33	$1,654.15	($128.36)	($128.36
740912	$0.18	$1,487.71	$1,487.53	($115.43)	($115.43
740913	$0.18	$1,552.71	$1,552.53	($120.48)	($120.48
740914	$0.18	$0.00	$0.00	$0.00	$0.00
740915	$0.18	$1,655.46	$1,655.28	($128.45)	($128.45
740916	$0.18	$1,806.00	$1,805.82	($140.13)	($140.13
740917	$0.18	$1,516.51	$1,516.33	($117.67)	($117.67
740918	$0.18	$1,609.03	$1,608.85	($124.85)	($124.85
740919	$0.18	$1,580.22	$1,580.04	($122.61)	($122.61
740920	$0.18	$2,061.60	$2,061.42	($159.97)	($159.97
740921	$0.18	$1,865.00	$1,864.82	($144.71)	($144.71
740922	$0.18	$1,567.56	$1,567.38	($121.63)	($121.63
740923	$0.18	$1,780.86	$1,780.68	($138.18)	($138.18
740924	$0.18	$1,478.47	$1,478.29	($114.72)	($114.72
740925	$0.18	$1,776.15	$1,775.97	($137.82)	($137.82
740926	$0.18	$1,642.67	$1,642.49	($127.46)	($127.46
740927	$0.18	$1,713.04	$1,712.86	($132.92)	($132.92
740928	$0.18	$1,288.67	$1,288.49	($99.99)	($99.99
740929	$0.18	$1,857.46	$1,857.28	($144.13)	($144.13
740930	$0.18	$1,642.39	$1,642.21	($127.44)	($127.44
740931	$0.18	$1,678.46	$1,678.28	($130.23)	($130.23
740932	$0.18	$1,565.18	$1,565.00	($121.44)	($121.44

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
740933	$0.18	$1,937.70	$1,937.52	($150.35)	($150.35
740934	$0.18	$1,597.77	$1,597.59	($123.97)	($123.97
740935	$0.18	$0.00	$0.00	$0.00	$0.00
740936	$0.18	$1,870.11	$1,869.93	($145.11)	($145.11
740937	$0.18	$1,549.01	$1,548.83	($120.19)	($120.19
740938	$0.18	$1,650.63	$1,650.45	($128.08)	($128.08
740939	$0.00	$0.00	$0.00	$0.00	$0.00
740940	$0.18	$1,860.32	$1,860.14	($144.35)	($144.35
740941	$0.18	$1,966.21	$1,966.03	($152.56)	($152.56
740942	$0.18	$1,567.56	$1,567.38	($121.63)	($121.63
740943	$0.18	$1,470.45	$1,470.27	($114.09)	($114.09
740944	$0.18	$1,428.28	$1,428.10	($110.82)	($110.82
740945	$0.18	$1,585.10	$1,584.92	($122.99)	($122.99
740946	$0.18	$1,555.64	$1,555.46	($120.70)	($120.70
740947	$0.18	$1,870.50	$1,870.32	($145.14)	($145.14
740948	$0.00	$0.00	$0.00	$0.00	$0.00
740949	$0.18	$1,625.60	$1,625.42	($126.13)	($126.13
740950	$0.18	$1,783.83	$1,783.65	($138.41)	($138.41
740951	$0.18	$1,399.89	$1,399.71	($108.62)	($108.62
740952	$0.18	$1,572.96	$1,572.78	($122.05)	($122.05
740953	$0.18	$1,470.52	$1,470.34	($114.10)	($114.10
740954	$0.18	$1,558.21	$1,558.03	($120.90)	($120.90
740955	$0.18	$1,636.24	$1,636.06	($126.96)	($126.96
740956	$0.18	$1,958.57	$1,958.39	($151.97)	($151.97
740957	$0.18	$2,092.61	$2,092.43	($162.37)	($162.37
740958	$0.18	$1,656.41	$1,656.23	($128.52)	($128.52
740959	$0.18	$1,593.07	$1,592.89	($123.61)	($123.61
740960	$0.18	$1,783.83	$1,783.65	($138.41)	($138.41
740961	$0.18	$1,780.86	$1,780.68	($138.18)	($138.18
740962	$0.18	$1,896.30	$1,896.12	($147.14)	($147.14
740963	$0.00	$0.00	$0.00	$0.00	$0.00
740964	$0.20	$1,864.76	$1,864.56	($144.69)	($144.69
740965	$0.20	$603.01	$602.81	($46.78)	($46.78
740966	$0.20	$567.21	$567.01	($44.00)	($44.00
740967	$0.20	$595.94	$595.74	($46.23)	($46.23
740968	$0.20	$1,722.54	$1,722.34	($133.65)	($133.65
740969	$0.00	$0.00	$0.00	$0.00	$0.00
740970	$0.00	$0.00	$0.00	$0.00	$0.00
740971	$0.00	$0.00	$0.00	$0.00	$0.00

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
740972	$0.00	$0.00	$0.00	$0.00	$0.00
740973	$0.00	$0.00	$0.00	$0.00	$0.00
740974	$0.00	$0.00	$0.00	$0.00	$0.00
740975	$0.20	$288.44	$288.24	($22.37)	($22.37
740976	$0.00	$458.13	$458.13	($35.55)	($35.55
52690	$0.00	$103.06	$103.06	($8.00)	$0.00
52763	$0.00	$8.71	$8.71	($0.68)	$0.00
757500	$0.00	$0.00	$0.00	$0.00	$0.00
757494	$0.90	$1,459.27	$1,458.37	($113.17)	($113.17
757493	$0.90	$422.66	$421.76	($32.73)	($32.73
757492	$0.90	$394.31	$393.41	($30.53)	($30.53
757491	$0.90	$1,308.61	$1,307.71	($101.48)	($101.48
757490	$0.90	$385.65	$384.75	($29.86)	($29.86
757489	$0.90	$385.65	$384.75	($29.86)	($29.86
757488	$0.90	$385.65	$384.75	($29.86)	($29.86
757487	$0.90	$385.65	$384.75	($29.86)	($29.86
757486	$0.90	$385.65	$384.75	($29.86)	($29.86
757485	$0.90	$385.65	$384.75	($29.86)	($29.86
757484	$0.90	$385.65	$384.75	($29.86)	($29.86
757483	$0.90	$385.65	$384.75	($29.86)	($29.86
757482	$0.90	$385.65	$384.75	($29.86)	($29.86
757481	$0.90	$385.65	$384.75	($29.86)	($29.86
757480	$0.90	$385.65	$384.75	($29.86)	($29.86
757479	$0.90	$385.65	$384.75	($29.86)	($29.86
757478	$0.90	$385.65	$384.75	($29.86)	($29.86
757477	$0.90	$385.66	$384.76	($29.86)	($29.86
757476	$0.90	$390.00	$389.10	($30.19)	($30.19
757475	$0.90	$383.30	$382.40	($29.67)	($29.67
757474	$0.90	$1,620.35	$1,619.45	($125.67)	($125.67
757473	$0.90	$389.00	$388.10	($30.12)	($30.12
757472	$0.90	$388.63	$387.73	($30.09)	($30.09
757471	$0.90	$388.28	$387.38	($30.06)	($30.06
757470	$0.90	$387.93	$387.03	($30.03)	($30.03
757469	$0.90	$387.56	$386.66	($30.00)	($30.00
757468	$0.90	$387.21	$386.31	($29.98)	($29.98
757467	$0.90	$386.85	$385.95	($29.95)	($29.95
757466	$0.90	$386.49	$385.59	($29.92)	($29.92
757465	$0.90	$386.14	$385.24	($29.89)	($29.89
757464	$0.90	$385.77	$384.87	($29.87)	($29.87

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
757463	$0.90	$385.43	$384.53	($29.84)	($29.84
757462	$0.90	$385.06	$384.16	($29.81)	($29.81
757461	$0.90	$384.70	$383.80	($29.78)	($29.78
757460	$0.90	$384.36	$383.46	($29.76)	($29.76
757459	$0.90	$1,475.13	$1,474.23	($114.40)	($114.40
757458	$0.90	$402.38	$401.48	($31.16)	($31.16
757457	$0.00	$0.00	$0.00	$0.00	$0.00
757456	$0.90	$335.38	$334.48	($25.96)	($25.96
757455	$0.90	$1,569.85	$1,568.95	($121.75)	($121.75
757454	$0.90	$1,275.16	$1,274.26	($98.88)	($98.88
757453	$0.90	$311.54	$310.64	($24.11)	($24.11
757452	$0.90	$311.54	$310.64	($24.11)	($24.11
757451	$0.90	$0.00	$0.00	$0.00	$0.00
757450	$0.90	$367.75	$366.85	($28.47)	($28.47
757449	$0.90	$367.75	$366.85	($28.47)	($28.47
757448	$0.90	$311.54	$310.64	($24.11)	($24.11
757447	$0.90	$311.54	$310.64	($24.11)	($24.11
757446	$0.90	$311.54	$310.64	($24.11)	($24.11
757445	$0.90	$311.54	$310.64	($24.11)	($24.11
757444	$0.90	$1,751.50	$1,750.60	($135.85)	($135.85
757443	$0.90	$1,550.12	$1,549.22	($120.22)	($120.22
757442	$0.90	$2,044.17	$2,043.27	($158.56)	($158.56
757441	$0.90	$2,335.04	$2,334.14	($181.13)	($181.13
757440	$0.90	$311.54	$310.64	($24.11)	($24.11
757439	$0.90	$311.54	$310.64	($24.11)	($24.11
757438	$0.90	$311.54	$310.64	($24.11)	($24.11
757437	$0.90	$311.54	$310.64	($24.11)	($24.11
757436	$0.90	$1,558.42	$1,557.52	($120.86)	($120.86
757435	$0.90	$1,550.12	$1,549.22	($120.22)	($120.22
757434	$0.90	$312.59	$311.69	($24.19)	($24.19
757433	$0.90	$312.59	$311.69	($24.19)	($24.19
757432	$0.90	$1,810.90	$1,810.00	($140.46)	($140.46
757431	$0.90	$264.80	$263.90	($20.48)	($20.48
757430	$0.90	$759.40	$758.50	($58.86)	($58.86
757429	$0.90	$1,577.80	$1,576.90	($122.37)	($122.37
757428	$0.90	$1,744.43	$1,743.53	($135.30)	($135.30
757427	$0.90	$1,970.47	$1,969.57	($152.84)	($152.84
757426	$0.90	$2,101.15	$2,100.25	($162.98)	($162.98
757425	$0.90	$2,378.70	$2,377.80	($184.52)	($184.52

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
757424	$0.90	$314.83	$313.93	($24.36)	($24.36
757423	$0.90	$1,021.33	$1,020.43	($79.19)	($79.19
757422	$0.90	$270.51	$269.61	($20.92)	($20.92
757421	$0.90	$269.64	$268.74	($20.85)	($20.85
757420	$0.90	$1,591.07	$1,590.17	($123.40)	($123.40
757419	$0.90	$315.28	$314.38	($24.40)	($24.40
757418	$0.90	$352.39	$351.49	($27.28)	($27.28
757417	$0.90	$1,260.20	$1,259.30	($97.72)	($97.72
757416	$0.90	$2,404.27	$2,403.37	($186.50)	($186.50
757415	$0.90	$2,116.83	$2,115.93	($164.20)	($164.20
757414	$0.90	$0.00	$0.00	$0.00	$0.00
757413	$0.90	$1,303.57	$1,302.67	($101.09)	($101.09
757412	$0.90	$2,208.64	$2,207.74	($171.32)	($171.32
757411	$0.90	$2,020.22	$2,019.32	($156.70)	($156.70
757410	$0.90	$1,594.27	$1,593.37	($123.65)	($123.65
757409	$0.90	$1,006.92	$1,006.02	($78.07)	($78.07
757408	$0.90	$1,728.93	$1,728.03	($134.10)	($134.10
757407	$0.90	$754.24	$753.34	($58.46)	($58.46
757406	$0.90	$312.59	$311.69	($24.19)	($24.19
757405	$0.90	$2,470.51	$2,469.61	($191.64)	($191.64
757404	$0.90	$319.06	$318.16	($24.69)	($24.69
757403	$0.90	$304.46	$303.56	($23.56)	($23.56
757402	$0.90	$304.59	$303.69	($23.57)	($23.57
757401	$0.90	$304.59	$303.69	($23.57)	($23.57
757400	$0.90	$1,085.63	$1,084.73	($84.18)	($84.18
757399	$0.90	$1,172.82	$1,171.92	($90.94)	($90.94
757398	$0.90	$1,017.93	$1,017.03	($78.92)	($78.92
757397	$0.90	$302.57	$301.67	($23.41)	($23.41
757396	$0.90	$301.97	$301.07	($23.36)	($23.36
757395	$0.90	$301.37	$300.47	($23.32)	($23.32
757394	$0.90	$353.91	$353.01	($27.39)	($27.39
757393	$0.90	$353.20	$352.30	($27.34)	($27.34
757392	$0.90	$352.49	$351.59	($27.28)	($27.28
757391	$0.90	$351.85	$350.95	($27.23)	($27.23
769773	$0.00	$0.00	$0.00	$0.00	$0.00
769772	$0.00	$0.00	$0.00	$0.00	$0.00
769765	$0.00	$630.44	$630.44	($48.92)	$0.00
769764	$0.00	$1,192.87	$1,192.87	($92.57)	$0.00
769763	$0.90	$348.71	$347.81	($26.99)	($26.99

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
769762	$0.90	$320.93	$320.03	($24.83)	($24.83
769761	$0.90	$296.45	$295.55	($22.93)	($22.93
769760	$0.90	$315.87	$314.97	($24.44)	($24.44
769759	$0.90	$315.87	$314.97	($24.44)	($24.44
769758	$0.90	$371.16	$370.26	($28.73)	($28.73
769757	$0.90	$411.17	$410.27	($31.84)	($31.84
769756	$0.90	$355.04	$354.14	($27.48)	($27.48
769755	$0.90	$290.79	$289.89	($22.50)	($22.50
769754	$0.90	$291.68	$290.78	($22.56)	($22.56
769753	$0.90	$532.05	$531.15	($41.22)	($41.22
769752	$0.90	$533.67	$532.77	($41.34)	($41.34
769751	$0.90	$0.00	$0.00	$0.00	$0.00
769750	$0.90	$367.75	$366.85	($28.47)	($28.47
769749	$0.90	$367.75	$366.85	($28.47)	($28.47
769748	$0.90	$367.75	$366.85	($28.47)	($28.47
769747	$0.90	$367.75	$366.85	($28.47)	($28.47
769746	$0.90	$367.75	$366.85	($28.47)	($28.47
769745	$0.90	$383.32	$382.42	($29.68)	($29.68
769744	$0.90	$367.75	$366.85	($28.47)	($28.47
769743	$0.90	$367.75	$366.85	($28.47)	($28.47
769742	$0.90	$367.75	$366.85	($28.47)	($28.47
769741	$0.90	$367.75	$366.85	($28.47)	($28.47
769740	$0.90	$367.75	$366.85	($28.47)	($28.47
769739	$0.90	$367.75	$366.85	($28.47)	($28.47
769738	$0.90	$311.54	$310.64	($24.11)	($24.11
769737	$0.90	$285.57	$284.67	($22.09)	($22.09
769736	$0.90	$285.57	$284.67	($22.09)	($22.09
769735	$0.90	$519.23	$518.33	($40.22)	($40.22
769734	$0.90	$519.23	$518.33	($40.22)	($40.22
769733	$0.90	$519.23	$518.33	($40.22)	($40.22
769732	$0.90	$519.23	$518.33	($40.22)	($40.22
769731	$0.90	$311.54	$310.64	($24.11)	($24.11
769730	$0.90	$311.54	$310.64	($24.11)	($24.11
769729	$0.90	$285.57	$284.67	($22.09)	($22.09
769728	$0.90	$285.57	$284.67	($22.09)	($22.09
769727	$0.90	$0.00	$0.00	$0.00	$0.00
769726	$0.90	$519.23	$518.33	($40.22)	($40.22
769725	$0.90	$519.23	$518.33	($40.22)	($40.22
769724	$0.90	$612.91	$612.01	($47.49)	($47.49

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
769723	$0.90	$458.32	$457.42	($35.50)	($35.50
769722	$0.90	$1,607.89	$1,606.99	($124.70)	($124.70
769721	$0.90	$372.54	$371.64	($28.84)	($28.84
769720	$0.90	$373.73	$372.83	($28.93)	($28.93
769719	$0.90	$374.91	$374.01	($29.02)	($29.02
769718	$0.90	$376.11	$375.21	($29.12)	($29.12
769717	$0.90	$377.28	$376.38	($29.21)	($29.21
769716	$0.90	$378.47	$377.57	($29.30)	($29.30
769715	$0.90	$396.65	$395.75	($30.71)	($30.71
769714	$0.90	$337.10	$336.20	($26.09)	($26.09
769713	$0.90	$285.57	$284.67	($22.09)	($22.09
769712	$0.90	$311.54	$310.64	($24.11)	($24.11
769711	$0.90	$311.54	$310.64	($24.11)	($24.11
769710	$0.90	$311.54	$310.64	($24.11)	($24.11
769709	$0.90	$311.54	$310.64	($24.11)	($24.11
769708	$0.90	$311.54	$310.64	($24.11)	($24.11
769707	$0.90	$311.54	$310.64	($24.11)	($24.11
769706	$0.90	$367.75	$366.85	($28.47)	($28.47
769704	$0.90	$637.65	$636.75	($49.41)	($49.41
769703	$0.90	$607.72	$606.82	($47.09)	($47.09
769702	$0.90	$610.45	$609.55	($47.30)	($47.30
769701	$0.90	$336.49	$335.59	($26.04)	($26.04
769700	$0.90	$337.25	$336.35	($26.10)	($26.10
769699	$0.90	$338.01	$337.11	($26.16)	($26.16
769698	$0.90	$338.77	$337.87	($26.22)	($26.22
769697	$0.90	$617.29	$616.39	($47.83)	($47.83
769696	$0.90	$618.67	$617.77	($47.94)	($47.94
769695	$0.90	$616.14	$615.24	($47.74)	($47.74
769694	$0.90	$806.33	$805.43	($62.50)	($62.50
769693	$0.90	$612.91	$612.01	($47.49)	($47.49
769692	$0.90	$519.23	$518.33	($40.22)	($40.22
769691	$0.90	$519.23	$518.33	($40.22)	($40.22
769690	$0.90	$519.23	$518.33	($40.22)	($40.22
769689	$0.90	$519.23	$518.33	($40.22)	($40.22
769688	$0.90	$519.23	$518.33	($40.22)	($40.22
769687	$0.90	$311.54	$310.64	($24.11)	($24.11
769686	$0.90	$311.54	$310.64	($24.11)	($24.11
769685	$0.90	$311.54	$310.64	($24.11)	($24.11
769684	$0.90	$311.54	$310.64	($24.11)	($24.11

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
769683	$0.90	$367.75	$366.85	($28.47)	($28.47
769682	$0.90	$367.75	$366.85	($28.47)	($28.47
769681	$0.90	$311.54	$310.64	($24.11)	($24.11
769680	$0.90	$311.54	$310.64	($24.11)	($24.11
769679	$0.90	$311.54	$310.64	($24.11)	($24.11
769678	$0.90	$311.54	$310.64	($24.11)	($24.11
769677	$0.90	$311.54	$310.64	($24.11)	($24.11
769676	$0.90	$311.54	$310.64	($24.11)	($24.11
769675	$0.90	$311.54	$310.64	($24.11)	($24.11
769674	$0.90	$0.00	$0.00	$0.00	$0.00
769673	$0.90	$285.57	$284.67	($22.09)	($22.09
769672	$0.90	$337.10	$336.20	($26.09)	($26.09
769671	$0.90	$367.75	$366.85	($28.47)	($28.47
769670	$0.90	$311.54	$310.64	($24.11)	($24.11
769669	$0.90	$285.57	$284.67	($22.09)	($22.09
769668	$0.90	$285.57	$284.67	($22.09)	($22.09
769667	$0.90	$285.57	$284.67	($22.09)	($22.09
769666	$0.90	$311.54	$310.64	($24.11)	($24.11
769665	$0.90	$311.54	$310.64	($24.11)	($24.11
769664	$0.90	$0.00	$0.00	$0.00	$0.00
769663	$0.90	$311.54	$310.64	($24.11)	($24.11
769662	$0.90	$311.54	$310.64	($24.11)	($24.11
769661	$0.90	$367.75	$366.85	($28.47)	($28.47
769660	$0.90	$383.32	$382.42	($29.68)	($29.68
769659	$0.90	$367.75	$366.85	($28.47)	($28.47
769658	$0.90	$367.75	$366.85	($28.47)	($28.47
769657	$0.90	$367.75	$366.85	($28.47)	($28.47
769656	$0.90	$367.75	$366.85	($28.47)	($28.47
769655	$0.90	$367.75	$366.85	($28.47)	($28.47
769654	$0.90	$367.75	$366.85	($28.47)	($28.47
769653	$0.90	$367.75	$366.85	($28.47)	($28.47
769652	$0.90	$367.75	$366.85	($28.47)	($28.47
769651	$0.90	$367.75	$366.85	($28.47)	($28.47
769650	$0.90	$367.75	$366.85	($28.47)	($28.47
769649	$0.90	$367.75	$366.85	($28.47)	($28.47
769648	$0.90	$367.75	$366.85	($28.47)	($28.47
769647	$0.90	$367.75	$366.85	($28.47)	($28.47
769646	$0.90	$383.32	$382.42	($29.68)	($29.68
769645	$0.90	$383.32	$382.42	($29.68)	($29.68

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
769644	$0.90	$367.75	$366.85	($28.47)	($28.47
769643	$0.90	$367.75	$366.85	($28.47)	($28.47
769642	$0.90	$367.75	$366.85	($28.47)	($28.47
769641	$0.90	$367.75	$366.85	($28.47)	($28.47
769640	$0.90	$367.75	$366.85	($28.47)	($28.47
769639	$0.90	$367.75	$366.85	($28.47)	($28.47
769638	$0.90	$367.75	$366.85	($28.47)	($28.47
769637	$0.90	$367.75	$366.85	($28.47)	($28.47
769636	$0.90	$367.75	$366.85	($28.47)	($28.47
769635	$0.90	$367.75	$366.85	($28.47)	($28.47
769634	$0.90	$367.75	$366.85	($28.47)	($28.47
769633	$0.90	$367.75	$366.85	($28.47)	($28.47
769632	$0.90	$367.75	$366.85	($28.47)	($28.47
769631	$0.90	$367.75	$366.85	($28.47)	($28.47
769630	$0.90	$383.32	$382.42	($29.68)	($29.68
769629	$0.90	$612.91	$612.01	($47.49)	($47.49
769628	$0.90	$519.23	$518.33	($40.22)	($40.22
769627	$0.90	$285.57	$284.67	($22.09)	($22.09
769626	$0.90	$285.57	$284.67	($22.09)	($22.09
769625	$0.90	$311.54	$310.64	($24.11)	($24.11
769624	$0.90	$311.54	$310.64	($24.11)	($24.11
769623	$0.90	$311.54	$310.64	($24.11)	($24.11
769622	$0.90	$519.23	$518.33	($40.22)	($40.22
769621	$0.90	$519.23	$518.33	($40.22)	($40.22
769620	$0.90	$519.23	$518.33	($40.22)	($40.22
769619	$0.90	$519.23	$518.33	($40.22)	($40.22
769618	$0.90	$519.23	$518.33	($40.22)	($40.22
769617	$0.90	$285.57	$284.67	($22.09)	($22.09
769616	$0.90	$285.57	$284.67	($22.09)	($22.09
769615	$0.90	$311.54	$310.64	($24.11)	($24.11
769614	$0.90	$311.54	$310.64	($24.11)	($24.11
769613	$0.90	$311.54	$310.64	($24.11)	($24.11
769612	$0.90	$519.23	$518.33	($40.22)	($40.22
769611	$0.90	$519.23	$518.33	($40.22)	($40.22
769610	$0.90	$519.23	$518.33	($40.22)	($40.22
769609	$0.90	$519.23	$518.33	($40.22)	($40.22
769608	$0.90	$612.91	$612.01	($47.49)	($47.49
769607	$0.90	$337.10	$336.20	($26.09)	($26.09
769606	$0.90	$0.00	$0.00	$0.00	$0.00

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
769605	$0.90	$285.57	$284.67	($22.09)	($22.09
769604	$0.90	$519.23	$518.33	($40.22)	($40.22
769603	$0.90	$519.23	$518.33	($40.22)	($40.22
769602	$0.90	$519.23	$518.33	($40.22)	($40.22
769601	$0.90	$519.23	$518.33	($40.22)	($40.22
769600	$0.90	$519.23	$518.33	($40.22)	($40.22
769599	$0.90	$519.23	$518.33	($40.22)	($40.22
769598	$0.90	$519.23	$518.33	($40.22)	($40.22
769597	$0.90	$519.23	$518.33	($40.22)	($40.22
769596	$0.90	$311.54	$310.64	($24.11)	($24.11
769595	$0.90	$311.54	$310.64	($24.11)	($24.11
769594	$0.90	$0.00	$0.00	$0.00	$0.00
769593	$0.90	$519.23	$518.33	($40.22)	($40.22
769592	$0.90	$519.23	$518.33	($40.22)	($40.22
769591	$0.90	$519.23	$518.33	($40.22)	($40.22
769590	$0.90	$519.23	$518.33	($40.22)	($40.22
769589	$0.90	$519.23	$518.33	($40.22)	($40.22
769588	$0.90	$519.23	$518.33	($40.22)	($40.22
769587	$0.90	$519.23	$518.33	($40.22)	($40.22
769586	$0.90	$612.91	$612.01	($47.49)	($47.49
769585	$0.90	$612.91	$612.01	($47.49)	($47.49
769584	$0.90	$519.23	$518.33	($40.22)	($40.22
769583	$0.90	$519.23	$518.33	($40.22)	($40.22
769582	$0.90	$519.23	$518.33	($40.22)	($40.22
769581	$0.90	$519.23	$518.33	($40.22)	($40.22
769580	$0.90	$519.23	$518.33	($40.22)	($40.22
769579	$0.90	$519.23	$518.33	($40.22)	($40.22
769578	$0.90	$519.23	$518.33	($40.22)	($40.22
769577	$0.90	$285.57	$284.67	($22.09)	($22.09
769576	$0.90	$285.57	$284.67	($22.09)	($22.09
769575	$0.90	$285.57	$284.67	($22.09)	($22.09
769574	$0.90	$519.23	$518.33	($40.22)	($40.22
769573	$0.90	$519.23	$518.33	($40.22)	($40.22
769572	$0.90	$519.23	$518.33	($40.22)	($40.22
769571	$0.90	$519.23	$518.33	($40.22)	($40.22
769570	$0.90	$519.23	$518.33	($40.22)	($40.22
769569	$0.90	$519.23	$518.33	($40.22)	($40.22
769568	$0.90	$519.23	$518.33	($40.22)	($40.22
769567	$0.90	$519.23	$518.33	($40.22)	($40.22

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
769566	$0.90	$311.54	$310.64	($24.11)	($24.11
769565	$0.90	$285.57	$284.67	($22.09)	($22.09
769564	$0.90	$337.10	$336.20	($26.09)	($26.09
769563	$0.90	$535.30	$534.40	($41.47)	($41.47
769562	$0.90	$537.01	$536.11	($41.60)	($41.60
769561	$0.90	$538.64	$537.74	($41.73)	($41.73
769560	$0.90	$324.22	$323.32	($25.09)	($25.09
769559	$0.90	$325.19	$324.29	($25.17)	($25.17
769558	$0.90	$326.16	$325.26	($25.24)	($25.24
769557	$0.90	$299.93	$299.03	($23.20)	($23.20
769556	$0.90	$300.82	$299.92	($23.27)	($23.27
769555	$0.90	$548.66	$547.76	($42.51)	($42.51
769554	$0.90	$550.29	$549.39	($42.63)	($42.63
769553	$0.90	$551.91	$551.01	($42.76)	($42.76
769552	$0.90	$553.63	$552.73	($42.89)	($42.89
769551	$0.90	$555.25	$554.35	($43.02)	($43.02
769550	$0.90	$306.28	$305.38	($23.70)	($23.70
769549	$0.90	$335.92	$335.02	($26.00)	($26.00
769548	$0.90	$336.24	$335.34	($26.02)	($26.02
769547	$0.90	$337.27	$336.37	($26.10)	($26.10
769546	$0.90	$310.06	$309.16	($23.99)	($23.99
769545	$0.90	$339.22	$338.32	($26.25)	($26.25
769544	$0.90	$340.25	$339.35	($26.33)	($26.33
769543	$0.90	$341.22	$340.32	($26.41)	($26.41
769542	$0.90	$342.20	$341.30	($26.49)	($26.49
769541	$0.90	$343.23	$342.33	($26.56)	($26.56
769540	$0.90	$344.20	$343.30	($26.64)	($26.64
769539	$0.90	$316.46	$315.56	($24.49)	($24.49
769538	$0.90	$317.36	$316.46	($24.56)	($24.56
769537	$0.90	$318.26	$317.36	($24.63)	($24.63
769536	$0.90	$319.20	$318.30	($24.70)	($24.70
769535	$0.90	$349.19	$348.29	($27.03)	($27.03
769534	$0.90	$350.22	$349.32	($27.11)	($27.11
769533	$0.90	$351.20	$350.30	($27.18)	($27.18
769532	$0.90	$352.17	$351.27	($27.26)	($27.26
769531	$0.90	$1,245.73	$1,244.83	($96.60)	($96.60
769529	$0.90	$379.57	$378.67	($29.38)	($29.38
769528	$0.90	$371.85	$370.95	($28.79)	($28.79
769527	$0.90	$372.20	$371.30	($28.81)	($28.81

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
769526	$0.90	$372.57	$371.67	($28.84)	($28.84
769525	$0.90	$372.92	$372.02	($28.87)	($28.87
769524	$0.90	$373.29	$372.39	($28.90)	($28.90
769523	$0.90	$373.64	$372.74	($28.92)	($28.92
769522	$0.90	$374.00	$373.10	($28.95)	($28.95
769521	$0.90	$374.36	$373.46	($28.98)	($28.98
769520	$0.90	$1,278.65	$1,277.75	($99.15)	($99.15
769519	$0.90	$375.07	$374.17	($29.04)	($29.04
769518	$0.90	$375.44	$374.54	($29.06)	($29.06
769517	$0.90	$375.79	$374.89	($29.09)	($29.09
769516	$0.90	$376.16	$375.26	($29.12)	($29.12
769515	$0.90	$376.51	$375.61	($29.15)	($29.15
769514	$0.90	$385.44	$384.54	($29.84)	($29.84
769513	$0.90	$1,303.98	$1,303.08	($101.12)	($101.12
769512	$0.90	$377.62	$376.72	($29.23)	($29.23
769511	$0.90	$377.98	$377.08	($29.26)	($29.26
769510	$0.90	$378.34	$377.44	($29.29)	($29.29
769509	$0.90	$378.69	$377.79	($29.32)	($29.32
769508	$0.90	$379.06	$378.16	($29.35)	($29.35
769507	$0.90	$379.41	$378.51	($29.37)	($29.37
769506	$0.90	$379.78	$378.88	($29.40)	($29.40
769505	$0.90	$380.12	$379.22	($29.43)	($29.43
769504	$0.90	$380.49	$379.59	($29.46)	($29.46
769503	$0.90	$380.85	$379.95	($29.48)	($29.48
769502	$0.90	$381.21	$380.31	($29.51)	($29.51
769501	$0.90	$381.56	$380.66	($29.54)	($29.54
769500	$0.90	$381.93	$381.03	($29.57)	($29.57
769499	$0.90	$637.14	$636.24	($49.37)	($49.37
769498	$0.90	$403.69	$402.79	($31.26)	($31.26
769497	$0.90	$290.95	$290.05	($22.51)	($22.51
964952	$0.15	$27.51	$27.36	($2.12)	($2.12
964953	$0.15	$27.51	$27.36	($2.12)	($2.12
964954	$0.15	$27.51	$27.36	($2.12)	($2.12
964955	$0.15	$27.51	$27.36	($2.12)	($2.12
964956	$0.15	$27.51	$27.36	($2.12)	($2.12
964957	$0.15	$27.51	$27.36	($2.12)	($2.12
964958	$0.15	$27.51	$27.36	($2.12)	($2.12
964959	$0.15	$27.51	$27.36	($2.12)	($2.12
964960	$0.15	$27.51	$27.36	($2.12)	($2.12

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
964961	$0.15	$27.51	$27.36	($2.12)	($2.12
964962	$0.15	$27.51	$27.36	($2.12)	($2.12
964963	$0.15	$27.51	$27.36	($2.12)	($2.12
964964	$0.15	$27.51	$27.36	($2.12)	($2.12
964965	$0.15	$27.51	$27.36	($2.12)	($2.12
964966	$0.15	$27.51	$27.36	($2.12)	($2.12
964967	$0.15	$27.51	$27.36	($2.12)	($2.12
964968	$0.15	$27.51	$27.36	($2.12)	($2.12
964969	$0.15	$27.51	$27.36	($2.12)	($2.12
964970	$0.15	$27.51	$27.36	($2.12)	($2.12
964971	$0.15	$27.51	$27.36	($2.12)	($2.12
964972	$0.15	$27.51	$27.36	($2.12)	($2.12
964973	$0.15	$27.51	$27.36	($2.12)	($2.12
964974	$0.15	$27.51	$27.36	($2.12)	($2.12
964975	$0.15	$27.51	$27.36	($2.12)	($2.12
964976	$0.15	$27.51	$27.36	($2.12)	($2.12
964977	$0.15	$27.51	$27.36	($2.12)	($2.12
964978	$0.15	$27.51	$27.36	($2.12)	($2.12
964979	$0.15	$27.51	$27.36	($2.12)	($2.12
964980	$0.15	$27.51	$27.36	($2.12)	($2.12
964981	$0.15	$27.51	$27.36	($2.12)	($2.12
964982	$0.15	$27.51	$27.36	($2.12)	($2.12
964983	$0.15	$27.51	$27.36	($2.12)	($2.12
964984	$0.15	$27.51	$27.36	($2.12)	($2.12
964985	$0.15	$27.51	$27.36	($2.12)	($2.12
964986	$0.15	$27.51	$27.36	($2.12)	($2.12
964987	$0.15	$27.51	$27.36	($2.12)	($2.12
964988	$0.15	$27.51	$27.36	($2.12)	($2.12
964989	$0.15	$27.51	$27.36	($2.12)	($2.12
964990	$0.15	$27.51	$27.36	($2.12)	($2.12
964991	$0.15	$27.51	$27.36	($2.12)	($2.12
964992	$0.15	$27.51	$27.36	($2.12)	($2.12
964993	$0.15	$27.51	$27.36	($2.12)	($2.12
964994	$0.15	$27.51	$27.36	($2.12)	($2.12
964995	$0.15	$27.51	$27.36	($2.12)	($2.12
964996	$0.15	$27.51	$27.36	($2.12)	($2.12
964997	$0.15	$27.51	$27.36	($2.12)	($2.12
964998	$0.15	$27.51	$27.36	($2.12)	($2.12
964999	$0.15	$27.51	$27.36	($2.12)	($2.12

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
965000	$0.15	$27.51	$27.36	($2.12)	($2.12
965001	$0.15	$27.51	$27.36	($2.12)	($2.12
965002	$0.15	$27.51	$27.36	($2.12)	($2.12
965003	$0.15	$27.51	$27.36	($2.12)	($2.12
965004	$0.15	$27.51	$27.36	($2.12)	($2.12
965005	$0.15	$27.51	$27.36	($2.12)	($2.12
965006	$0.15	$27.51	$27.36	($2.12)	($2.12
965007	$0.15	$27.51	$27.36	($2.12)	($2.12
965008	$0.15	$27.51	$27.36	($2.12)	$0.00
965009	$0.15	$27.51	$27.36	($2.12)	($2.12
965010	$0.15	$27.51	$27.36	($2.12)	($2.12
965011	$0.15	$27.51	$27.36	($2.12)	($2.12
965012	$0.15	$27.51	$27.36	($2.12)	($2.12
965013	$0.15	$27.51	$27.36	($2.12)	($2.12
965014	$0.15	$27.51	$27.36	($2.12)	($2.12
965015	$0.15	$27.51	$27.36	($2.12)	($2.12
965016	$0.15	$27.51	$27.36	($2.12)	($2.12
965017	$0.15	$27.51	$27.36	($2.12)	($2.12
965018	$0.15	$27.51	$27.36	($2.12)	($2.12
965019	$0.15	$27.51	$27.36	($2.12)	($2.12
965020	$0.15	$27.51	$27.36	($2.12)	($2.12
965021	$0.15	$27.51	$27.36	($2.12)	$0.00
965023	$0.15	$27.51	$27.36	($2.12)	($2.12
965024	$0.15	$27.51	$27.36	($2.12)	($2.12
965025	$0.15	$27.51	$27.36	($2.12)	($2.12
965026	$0.15	$27.51	$27.36	($2.12)	($2.12
965027	$0.15	$27.51	$27.36	($2.12)	($2.12
965028	$0.15	$27.51	$27.36	($2.12)	($2.12
965029	$0.15	$27.51	$27.36	($2.12)	($2.12
965030	$0.15	$27.51	$27.36	($2.12)	($2.12
965031	$0.15	$27.51	$27.36	($2.12)	$0.00
965032	$0.15	$27.51	$27.36	($2.12)	($2.12
965033	$0.15	$27.51	$27.36	($2.12)	($2.12
965034	$0.15	$27.51	$27.36	($2.12)	($2.12
965035	$0.15	$27.51	$27.36	($2.12)	($2.12
965036	$0.15	$27.51	$27.36	($2.12)	$0.00
965037	$0.15	$27.51	$27.36	($2.12)	($2.12
965038	$0.15	$27.51	$27.36	($2.12)	($2.12
965039	$0.15	$27.51	$27.36	($2.12)	($2.12

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
965040	$0.15	$27.51	$27.36	($2.12)	($2.12
965041	$0.15	$27.51	$27.36	($2.12)	($2.12
965042	$0.15	$27.51	$27.36	($2.12)	($2.12
965043	$0.15	$27.51	$27.36	($2.12)	($2.12
965044	$0.15	$27.51	$27.36	($2.12)	($2.12
965045	$0.15	$27.51	$27.36	($2.12)	($2.12
965046	$0.15	$27.51	$27.36	($2.12)	($2.12
965047	$0.15	$27.51	$27.36	($2.12)	($2.12
965048	$0.15	$27.51	$27.36	($2.12)	($2.12
965049	$0.15	$27.51	$27.36	($2.12)	($2.12
965050	$0.15	$27.51	$27.36	($2.12)	($2.12
965051	$0.15	$27.51	$27.36	($2.12)	$0.00
965052	$0.15	$27.51	$27.36	($2.12)	$0.00
965053	$0.15	$27.51	$27.36	($2.12)	($2.12
965054	$0.15	$27.51	$27.36	($2.12)	($2.12
965055	$0.15	$27.51	$27.36	($2.12)	($2.12
965056	$0.15	$27.51	$27.36	($2.12)	($2.12
965058	$0.15	$27.51	$27.36	($2.12)	($2.12
965059	$0.15	$27.51	$27.36	($2.12)	($2.12
965060	$0.15	$27.51	$27.36	($2.12)	($2.12
965061	$0.15	$27.51	$27.36	($2.12)	($2.12
965062	$0.15	$27.51	$27.36	($2.12)	($2.12
965063	$0.15	$27.51	$27.36	($2.12)	($2.12
965064	$0.15	$27.51	$27.36	($2.12)	($2.12
965065	$0.15	$27.51	$27.36	($2.12)	($2.12
965066	$0.15	$27.51	$27.36	($2.12)	($2.12
965067	$0.15	$27.51	$27.36	($2.12)	($2.12
965068	$0.15	$27.51	$27.36	($2.12)	($2.12
965069	$0.15	$27.51	$27.36	($2.12)	($2.12
965070	$0.15	$27.51	$27.36	($2.12)	($2.12
965071	$0.15	$27.51	$27.36	($2.12)	($2.12
965072	$0.15	$27.51	$27.36	($2.12)	($2.12
965073	$0.15	$27.51	$27.36	($2.12)	($2.12
965074	$0.15	$27.51	$27.36	($2.12)	($2.12
965075	$0.15	$27.51	$27.36	($2.12)	($2.12
965076	$0.15	$27.51	$27.36	($2.12)	($2.12
965077	$0.15	$27.51	$27.36	($2.12)	($2.12
965078	$0.15	$27.51	$27.36	($2.12)	($2.12
965079	$0.15	$27.51	$27.36	($2.12)	($2.12

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
965080	$0.15	$27.51	$27.36	($2.12)	($2.12
965081	$0.15	$27.51	$27.36	($2.12)	($2.12
965082	$0.15	$27.51	$27.36	($2.12)	($2.12
965083	$0.15	$27.51	$27.36	($2.12)	($2.12
965084	$0.15	$27.51	$27.36	($2.12)	($2.12
965085	$0.15	$27.51	$27.36	($2.12)	($2.12
965086	$0.15	$27.51	$27.36	($2.12)	($2.12
965087	$0.15	$27.51	$27.36	($2.12)	($2.12
965088	$0.15	$27.51	$27.36	($2.12)	($2.12
965089	$0.15	$27.51	$27.36	($2.12)	($2.12
965090	$0.15	$27.51	$27.36	($2.12)	($2.12
965091	$0.15	$27.51	$27.36	($2.12)	($2.12
965092	$0.15	$27.51	$27.36	($2.12)	($2.12
965093	$0.15	$27.51	$27.36	($2.12)	($2.12
965094	$0.15	$27.51	$27.36	($2.12)	($2.12
965095	$0.15	$27.51	$27.36	($2.12)	($2.12
965096	$0.15	$27.51	$27.36	($2.12)	($2.12
965097	$0.15	$27.51	$27.36	($2.12)	($2.12
965098	$0.15	$27.51	$27.36	($2.12)	($2.12
965099	$0.15	$27.51	$27.36	($2.12)	($2.12
965100	$0.15	$27.51	$27.36	($2.12)	($2.12
965101	$0.15	$27.51	$27.36	($2.12)	($2.12
965102	$0.15	$27.51	$27.36	($2.12)	($2.12
965103	$0.15	$27.51	$27.36	($2.12)	($2.12
965104	$0.15	$27.51	$27.36	($2.12)	($2.12
965105	$0.15	$27.51	$27.36	($2.12)	($2.12
965106	$0.15	$27.51	$27.36	($2.12)	($2.12
965107	$0.15	$27.51	$27.36	($2.12)	($2.12
965108	$0.15	$27.51	$27.36	($2.12)	($2.12
965109	$0.15	$27.51	$27.36	($2.12)	($2.12
965110	$0.15	$27.51	$27.36	($2.12)	($2.12
965111	$0.15	$27.51	$27.36	($2.12)	($2.12
965112	$0.15	$27.51	$27.36	($2.12)	($2.12
965113	$0.15	$27.51	$27.36	($2.12)	($2.12
965114	$0.15	$27.51	$27.36	($2.12)	($2.12
965115	$0.15	$27.51	$27.36	($2.12)	($2.12
965116	$0.15	$27.51	$27.36	($2.12)	($2.12
965117	$0.15	$27.51	$27.36	($2.12)	($2.12
965118	$0.15	$27.51	$27.36	($2.12)	($2.12

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
965119	$0.15	$27.51	$27.36	($2.12)	($2.12
965120	$0.15	$27.51	$27.36	($2.12)	($2.12
965121	$0.15	$27.51	$27.36	($2.12)	($2.12
965122	$0.15	$27.51	$27.36	($2.12)	($2.12
965123	$0.15	$27.51	$27.36	($2.12)	($2.12
965124	$0.15	$27.51	$27.36	($2.12)	($2.12
965125	$0.15	$27.51	$27.36	($2.12)	($2.12
965126	$0.15	$27.51	$27.36	($2.12)	($2.12
972792	$0.15	$69.07	$68.91	($5.35)	($5.35
972793	$0.15	$69.07	$68.91	($5.35)	($5.35
972794	$0.15	$69.07	$68.91	($5.35)	($5.35
972795	$0.15	$69.07	$68.91	($5.35)	($5.35
972796	$0.15	$69.07	$68.91	($5.35)	($5.35
972797	$0.15	$69.07	$68.91	($5.35)	($5.35
972798	$0.15	$69.07	$68.91	($5.35)	($5.35
972799	$0.15	$69.07	$68.91	($5.35)	($5.35
972800	$0.15	$69.07	$68.91	($5.35)	($5.35
972801	$0.15	$69.07	$68.91	($5.35)	($5.35
972802	$0.15	$69.07	$68.91	($5.35)	($5.35
972803	$0.15	$69.07	$68.91	($5.35)	($5.35
972804	$0.15	$69.07	$68.91	($5.35)	($5.35
972805	$0.15	$69.07	$68.91	($5.35)	($5.35
972806	$0.15	$69.07	$68.91	($5.35)	($5.35
972807	$0.15	$69.07	$68.91	($5.35)	($5.35
972808	$0.15	$69.07	$68.91	($5.35)	($5.35
972809	$0.15	$69.07	$68.91	($5.35)	($5.35
972810	$0.15	$69.07	$68.91	($5.35)	($5.35
972811	$0.15	$69.07	$68.91	($5.35)	($5.35
972812	$0.15	$69.07	$68.91	($5.35)	($5.35
972813	$0.15	$69.07	$68.91	($5.35)	($5.35
972814	$0.15	$69.07	$68.91	($5.35)	($5.35
972815	$0.15	$69.07	$68.91	($5.35)	($5.35
972816	$0.15	$69.07	$68.91	($5.35)	($5.35
972817	$0.15	$69.07	$68.91	($5.35)	($5.35
972818	$0.15	$69.07	$68.91	($5.35)	($5.35
972819	$0.15	$69.07	$68.91	($5.35)	$0.00
972820	$0.15	$69.07	$68.91	($5.35)	$0.00
972821	$0.15	$69.07	$68.91	($5.35)	$0.00
972822	$0.15	$69.07	$68.91	($5.35)	($5.35

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
972823	$0.15	$69.07	$68.91	($5.35)	($5.35
972824	$0.15	$69.07	$68.91	($5.35)	($5.35
972825	$0.15	$69.07	$68.91	($5.35)	($5.35
972826	$0.15	$69.07	$68.91	($5.35)	($5.35
972827	$0.15	$69.07	$68.91	($5.35)	$0.00
972828	$0.15	$69.07	$68.91	($5.35)	($5.35
972829	$0.15	$69.07	$68.91	($5.35)	($5.35
972830	$0.15	$69.07	$68.91	($5.35)	($5.35
972831	$0.15	$69.07	$68.91	($5.35)	($5.35
972832	$0.15	$69.07	$68.91	($5.35)	($5.35
972833	$0.15	$69.07	$68.91	($5.35)	($5.35
972834	$0.15	$69.07	$68.91	($5.35)	($5.35
972835	$0.15	$69.07	$68.91	($5.35)	($5.35
972836	$0.15	$69.07	$68.91	($5.35)	($5.35
972837	$0.15	$69.07	$68.91	($5.35)	($5.35
972838	$0.15	$69.07	$68.91	($5.35)	($5.35
972839	$0.15	$69.07	$68.91	($5.35)	($5.35
972840	$0.15	$69.07	$68.91	($5.35)	($5.35
972841	$0.15	$69.07	$68.91	($5.35)	($5.35
972842	$0.15	$69.07	$68.91	($5.35)	($5.35
972843	$0.15	$69.07	$68.91	($5.35)	($5.35
972844	$0.15	$69.07	$68.91	($5.35)	($5.35
972845	$0.15	$69.07	$68.91	($5.35)	($5.35
972846	$0.15	$69.07	$68.91	($5.35)	($5.35
972847	$0.15	$69.07	$68.91	($5.35)	($5.35
972848	$0.15	$69.07	$68.91	($5.35)	($5.35
972849	$0.15	$69.07	$68.91	($5.35)	($5.35
972850	$0.15	$69.07	$68.91	($5.35)	($5.35
972851	$0.15	$69.07	$68.91	($5.35)	($5.35
972852	$0.15	$69.07	$68.91	($5.35)	($5.35
972853	$0.15	$69.07	$68.91	($5.35)	($5.35
972854	$0.15	$69.07	$68.91	($5.35)	($5.35
972855	$0.15	$69.07	$68.91	($5.35)	($5.35
972856	$0.15	$69.07	$68.91	($5.35)	($5.35
972857	$0.15	$69.07	$68.91	($5.35)	$0.00
972858	$0.15	$69.07	$68.91	($5.35)	($5.35
972859	$0.15	$69.07	$68.91	($5.35)	($5.35
972860	$0.15	$69.07	$68.91	($5.35)	($5.35
972861	$0.15	$69.07	$68.91	($5.35)	($5.35

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
972862	$0.15	$69.07	$68.91	($5.35)	($5.35
972863	$0.15	$69.07	$68.91	($5.35)	($5.35
972864	$0.15	$69.07	$68.91	($5.35)	($5.35
972865	$0.15	$69.07	$68.91	($5.35)	($5.35
972866	$0.15	$69.07	$68.91	($5.35)	($5.35
972867	$0.15	$69.07	$68.91	($5.35)	($5.35
972868	$0.15	$69.07	$68.91	($5.35)	($5.35
972869	$0.15	$69.07	$68.91	($5.35)	($5.35
972870	$0.15	$69.07	$68.91	($5.35)	($5.35
972871	$0.15	$69.07	$68.91	($5.35)	($5.35
972872	$0.15	$69.07	$68.91	($5.35)	($5.35
972873	$0.15	$69.07	$68.91	($5.35)	($5.35
972874	$0.15	$69.07	$68.91	($5.35)	($5.35
972875	$0.15	$69.07	$68.91	($5.35)	($5.35
972876	$0.15	$69.07	$68.91	($5.35)	($5.35
972877	$0.15	$69.07	$68.91	($5.35)	($5.35
972878	$0.15	$69.07	$68.91	($5.35)	($5.35
972879	$0.15	$69.07	$68.91	($5.35)	($5.35
972880	$0.15	$69.07	$68.91	($5.35)	($5.35
972881	$0.15	$69.07	$68.91	($5.35)	($5.35
972882	$0.15	$69.07	$68.91	($5.35)	($5.35
972883	$0.15	$69.07	$68.91	($5.35)	($5.35
972884	$0.15	$69.07	$68.91	($5.35)	($5.35
972885	$0.15	$69.07	$68.91	($5.35)	($5.35
972886	$0.15	$69.07	$68.91	($5.35)	($5.35
972887	$0.15	$69.07	$68.91	($5.35)	($5.35
972888	$0.15	$69.07	$68.91	($5.35)	($5.35
972889	$0.15	$69.07	$68.91	($5.35)	($5.35
972890	$0.15	$69.07	$68.91	($5.35)	($5.35
972891	$0.15	$69.07	$68.91	($5.35)	($5.35
972892	$0.15	$69.07	$68.91	($5.35)	$0.00
972893	$0.15	$69.07	$68.91	($5.35)	($5.35
972894	$0.15	$69.07	$68.91	($5.35)	($5.35
972895	$0.15	$69.07	$68.91	($5.35)	($5.35
972896	$0.15	$69.07	$68.91	($5.35)	($5.35
972897	$0.15	$69.07	$68.91	($5.35)	($5.35
972898	$0.15	$69.07	$68.91	($5.35)	($5.35
972899	$0.15	$69.07	$68.91	($5.35)	($5.35
972900	$0.15	$69.07	$68.91	($5.35)	($5.35

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2-5 TIRZ Credit Calculation
2021-22

Parcel ID	Base Year Taxes Paid	2020 City Taxes Paid	2020-21 Tax Increment	Available 2021-22 TIRZ Credit	Applicable 2021-22 TIRZ Credit
972901	$0.15	$69.07	$68.91	($5.35)	($5.35
972902	$0.15	$69.07	$68.91	($5.35)	($5.35
972903	$0.15	$69.07	$68.91	($5.35)	($5.35
972904	$0.15	$69.07	$68.91	($5.35)	($5.35
972905	$0.15	$69.07	$68.91	($5.35)	($5.35
972906	$0.15	$69.07	$68.91	($5.35)	($5.35
972907	$0.15	$69.07	$68.91	($5.35)	($5.35
972908	$0.15	$69.07	$68.91	($5.35)	($5.35
972909	$0.15	$69.07	$68.91	($5.35)	($5.35
972910	$0.15	$69.07	$68.91	($5.35)	($5.35
972911	$0.15	$69.07	$68.91	($5.35)	($5.35
972912	$0.15	$69.07	$68.91	($5.35)	($5.35
972913	$0.15	$69.07	$68.91	($5.35)	($5.35
972914	$0.15	$69.07	$68.91	($5.35)	($5.35
972915	$0.15	$69.07	$68.91	($5.35)	($5.35
972916	$0.15	$69.07	$68.91	($5.35)	($5.35
972917	$0.15	$69.07	$68.91	($5.35)	($5.35
972918	$0.15	$69.07	$68.91	($5.35)	($5.35
972919	$0.15	$69.07	$68.91	($5.35)	($5.35
972920	$0.15	$69.07	$68.91	($5.35)	($5.35
972921	$0.15	$69.07	$68.91	($5.35)	($5.35
972922	$0.15	$69.07	$68.91	($5.35)	($5.35
972923	$0.15	$69.07	$68.91	($5.35)	($5.35
972924	$0.15	$69.07	$68.91	($5.35)	($5.35
972925	$0.15	$69.07	$68.91	($5.35)	($5.35
972926	$0.15	$69.07	$68.91	($5.35)	($5.35
972927	$0.15	$69.07	$68.91	($5.35)	($5.35
972928	$0.15	$69.07	$68.91	($5.35)	($5.35
972929	$0.15	$69.07	$68.91	($5.35)	($5.35
972930	$0.15	$69.07	$68.91	($5.35)	($5.35
972931	$0.15	$69.07	$68.91	($5.35)	($5.35
972932	$0.15	$69.07	$68.91	($5.35)	($5.35
972933	$0.15	$69.07	$68.91	($5.35)	($5.35
972934	$0.15	$69.07	$68.91	($5.35)	($5.35
972935	$0.15	$69.07	$68.91	($5.35)	($5.35
972936	$0.15	$69.07	$68.91	($5.35)	$0.00
972937	$0.15	$69.07	$68.91	($5.35)	$0.00
HOA	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$8,198.16**	**$441,423.88**	**$435,617.76**	**($33,803.94)**	**($33,587.67**

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX F
NIA #2 ASSESSMENT ROLL – 2021-22

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
740806	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740807	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740808	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740809	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740810	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740811	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740812	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740813	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740814	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740815	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740816	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740817	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740818	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740819	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740820	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740821	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740822	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740823	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740824	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740825	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740826	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740827	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740828	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740829	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740830	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740831	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740832	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740833	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740834	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740835	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740836	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740837	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740838	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740839	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740840	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740841	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740842	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740843	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740844	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740845	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740846	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740847	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740848	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740849	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740850	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740851	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740852	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740853	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740854	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740855	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740856	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740857	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740858	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740859	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740860	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740861	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740862	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740863	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740864	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740865	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740866	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740867	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740868	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
740869	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740870	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740871	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740872	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740873	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740874	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740875	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740876	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740877	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740878	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740879	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740880	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740881	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740882	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740883	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740884	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740885	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740886	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740887	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740888	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740889	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740890	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740891	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740892	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740893	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740894	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740895	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740896	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740897	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740898	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740899	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740900	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740901	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740902	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740903	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740904	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740905	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740906	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740907	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740908	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740909	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740910	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740911	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740912	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740913	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740914	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740915	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740916	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740917	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740918	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740919	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740920	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740921	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740922	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740923	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740924	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740925	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740926	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740927	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740928	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740929	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740930	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740931	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #2 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
740932	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740933	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740934	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740935	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740936	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740937	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740938	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740939	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740940	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740941	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740942	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740943	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740944	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740945	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740946	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740947	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740948	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740949	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740950	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740951	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740952	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740953	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740954	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740955	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740956	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740957	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740958	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740959	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740960	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740961	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740962	1	50	$11,356	0.60%	$29.88	$481.87	$80.72	$56.78	$649.25
740963	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740964	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740965	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740966	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740967	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740968	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740969	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740970	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740971	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740972	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740973	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740974	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
740975	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
740976	1	60	$12,453	0.66%	$32.77	$528.45	$88.52	$62.27	$712.01
Total	**162**		**$1,900,000**	**100.00%**	**$5,000.00**	**$80,625.00**	**$13,505.66**	**$9,500.00**	**$108,630.66**

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX G
NIA #3 ASSESSMENT ROLL – 2021-22

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #3 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
757500	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
757494	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757493	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757492	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757491	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757490	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757489	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757488	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757487	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757486	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757485	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757484	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757483	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757482	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757481	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757480	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757479	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757478	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757477	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757476	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757475	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757474	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757473	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757472	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757471	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757470	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757469	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757468	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757467	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757466	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757465	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757464	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757463	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757462	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757461	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757460	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757459	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757458	1	70	$14,218	0.32%	$47.93	$603.04	$97.43	$71.09	$819.48
757457	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
757456	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757455	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757454	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757453	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757452	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757451	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757450	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757449	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757448	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757447	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757446	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757445	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757444	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757443	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757442	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757441	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757440	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757439	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757438	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757437	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757436	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757435	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757434	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757433	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757432	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #3 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
757431	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757430	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757429	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757428	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757427	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757426	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757425	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757424	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757423	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757422	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757421	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757420	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757419	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757418	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757417	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757416	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757415	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757414	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757413	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757412	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757411	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757410	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757409	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757408	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757407	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757406	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757405	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757404	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757403	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757402	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757401	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757400	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757399	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757398	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757397	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757396	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757395	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757394	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757393	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757392	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
757391	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769773	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
769772	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
769765	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
769764	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
769763	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769762	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769761	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769760	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769759	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769758	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769757	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769756	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769755	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769754	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769753	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769752	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769751	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769750	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769749	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769748	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769747	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769746	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769745	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #3 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
769744	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769743	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769742	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769741	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769740	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769739	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769738	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769737	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769736	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769735	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769734	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769733	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769732	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769731	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769730	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769729	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769728	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769727	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769726	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769725	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769724	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769723	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769722	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769721	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769720	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769719	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769718	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769717	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769716	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769715	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769714	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769713	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769712	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769711	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769710	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769709	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769708	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769707	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769706	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769704	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769703	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769702	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769701	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769700	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769699	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769698	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769697	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769696	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769695	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769694	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769693	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769692	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769691	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769690	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769689	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769688	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769687	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769686	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769685	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769684	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769683	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769682	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769681	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769680	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #3 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
769679	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769678	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769677	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769676	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769675	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769674	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769673	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769672	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769671	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769670	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769669	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769668	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769667	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769666	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769665	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769664	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769663	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769662	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769661	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769660	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769659	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769658	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769657	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769656	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769655	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769654	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769653	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769652	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769651	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769650	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769649	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769648	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769647	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769646	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769645	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769644	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769643	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769642	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769641	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769640	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769639	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769638	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769637	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769636	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769635	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769634	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769633	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769632	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769631	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769630	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769629	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769628	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769627	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769626	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769625	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769624	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769623	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769622	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769621	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769620	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769619	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769618	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769617	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769616	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #3 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
769615	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769614	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769613	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769612	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769611	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769610	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769609	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769608	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769607	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769606	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769605	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769604	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769603	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769602	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769601	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769600	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769599	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769598	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769597	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769596	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769595	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769594	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769593	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769592	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769591	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769590	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769589	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769588	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769587	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769586	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769585	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769584	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769583	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769582	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769581	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769580	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769579	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769578	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769577	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769576	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769575	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769574	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769573	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769572	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769571	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769570	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769569	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769568	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769567	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769566	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769565	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769564	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769563	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769562	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769561	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769560	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769559	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769558	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769557	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769556	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769555	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769554	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769553	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769552	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #3 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
769551	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769550	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769549	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769548	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769547	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769546	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769545	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769544	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769543	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769542	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769541	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769540	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769539	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769538	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769537	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769536	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769535	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769534	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769533	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769532	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769531	1	50	$11,568	0.26%	$38.99	$490.64	$79.27	$57.84	$666.74
769529	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769528	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769527	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769526	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769525	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769524	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769523	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769522	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769521	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769520	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769519	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769518	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769517	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769516	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769515	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769514	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769513	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769512	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769511	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769510	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769509	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769508	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769507	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769506	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769505	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769504	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769503	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769502	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769501	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769500	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769499	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769498	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
769497	1	60	$12,686	0.29%	$42.76	$538.06	$86.93	$63.43	$731.18
Total	**368**		**$4,450,000.00**	**100.00%**	**$15,000.00**	**$188,743.76**	**$30,494.34**	**$22,250.00**	**$256,488.10**

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX H
NIA #4 ASSESSMENT ROLL – 2021-22

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #4 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
964952	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
964953	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
964954	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
964955	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
964956	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964957	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964958	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964959	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964960	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964961	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964962	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964963	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964964	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964965	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964966	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964967	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964968	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964969	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964970	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964971	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964972	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964973	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964974	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964975	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964976	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964977	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964978	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964979	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964980	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964981	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964982	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964983	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964984	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964985	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964986	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964987	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964988	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964989	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964990	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964991	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964992	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964993	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964994	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964995	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964996	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964997	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964998	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
964999	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965000	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965001	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965002	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965003	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965004	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965005	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965006	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965007	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965008	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
965009	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965010	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965011	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965012	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965013	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965014	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965015	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #4 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
965016	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965017	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965018	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965019	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965020	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965021	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
965023	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965024	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965025	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965026	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965027	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965028	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965029	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965030	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965031	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
965032	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965033	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965034	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965035	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965036	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
965037	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965038	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965039	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965040	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965041	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965042	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965043	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965044	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965045	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965046	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965047	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965048	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965049	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965050	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965051	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
965052	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
965053	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965054	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965055	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965056	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965058	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
965059	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965060	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965061	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965062	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965063	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965064	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965065	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965066	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965067	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965068	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965069	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965070	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965071	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965072	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965073	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965074	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965075	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965076	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965077	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965078	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965079	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965080	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965081	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #4 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
965082	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965083	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965084	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965085	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965086	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965087	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965088	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965089	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965090	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965091	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965092	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965093	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965094	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965095	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965096	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965097	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965098	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965099	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965100	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965101	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965102	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965103	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965104	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965105	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965106	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965107	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965108	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965109	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965110	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965111	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965112	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965113	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965114	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965115	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965116	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965117	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965118	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965119	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965120	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965121	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965122	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965123	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965124	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965125	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
965126	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972792	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972793	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972794	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972795	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972796	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972797	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972798	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972799	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972800	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972801	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972802	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972803	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972804	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972805	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972806	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972807	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972808	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972809	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972810	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #4 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
972811	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972812	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972813	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972814	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972815	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972816	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972817	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972818	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972819	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972820	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972821	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972822	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972823	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972824	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972825	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972826	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972827	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972828	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972829	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972830	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972831	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972832	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972833	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972834	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972835	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972836	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972837	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972838	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972839	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972840	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972841	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972842	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972843	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972844	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972845	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972846	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972847	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972848	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972849	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972850	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972851	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972852	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972853	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972854	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972855	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972856	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972857	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972858	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972859	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972860	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972861	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972862	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972863	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972864	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972865	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972866	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972867	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972868	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972869	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972870	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972871	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972872	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972873	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972874	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Sutton Fields PID II
NIA #4 Assessment Roll
2021-22

Parcel	Estimated Units	Lot Size	Outstanding Special Assessments	Allocation Percentage of Annual Installments	Principal	Interest	Administrative Expenses	Excess Interest for Reserves	2021-22 Annual Installments
972875	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972876	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972877	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972878	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972879	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972880	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972881	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972882	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972883	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972884	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972885	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972886	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972887	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972888	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972889	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972890	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972891	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972892	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972893	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972894	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972895	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972896	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972897	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972898	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972899	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972900	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972901	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972902	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972903	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972904	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972905	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972906	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972907	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972908	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972909	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972910	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972911	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972912	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972913	1	50	$12,521	0.31%	$15.65	$516.51	$109.56	$62.61	$704.33
972914	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972915	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972916	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972917	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972918	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972919	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972920	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972921	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972922	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972923	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972924	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972925	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972926	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972927	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972928	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972929	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972930	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972931	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972932	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972933	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972934	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972935	1	60	$13,736	0.34%	$17.17	$566.61	$120.19	$68.68	$772.65
972936	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
972937	0	0	$0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**305**		**$4,000,000.00**	**100.00%**	**$5,000.00**	**$165,000.00**	**$35,000.00**	**$20,000.00**	**$225,000.00**

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX I
NIA #5A ASSESSMENT ROLL

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

Appendix I
Neighborhood Improvement Area #5A Assessment Roll

Parcel(s)	**122875, 52680, 52690, 52751, 52810, 52744, 52721, 52760, 52763**
Assessment	**$7,300,000**

Year (a)	Principal	Interest (b)	Total Debt Service	Administrative Expenses (c)	Delinquency and Prepayment Reserve	Annual Installment (d)
9/1/2022	$0	$330,690	$330,690	$35,000	$0	$365,690
9/1/2023	$50,000	$330,690	$380,690	$35,700	$0	$416,390
9/1/2024	$55,000	$328,425	$383,425	$36,414	$0	$419,839
9/1/2025	$60,000	$325,934	$385,934	$37,142	$0	$423,076
9/1/2026	$60,000	$323,216	$383,216	$37,885	$0	$421,101
9/1/2027	$65,000	$320,498	$385,498	$38,643	$0	$424,140
9/1/2028	$65,000	$317,553	$382,553	$39,416	$0	$421,969
9/1/2029	$70,000	$314,609	$384,609	$40,204	$0	$424,812
9/1/2030	$75,000	$311,438	$386,438	$41,008	$0	$427,446
9/1/2031	$75,000	$308,040	$383,040	$41,828	$0	$424,868
9/1/2032	$80,000	$304,643	$384,643	$42,665	$0	$427,307
9/1/2033	$85,000	$301,019	$386,019	$43,518	$0	$429,537
9/1/2034	$90,000	$297,168	$387,168	$44,388	$0	$431,556
9/1/2035	$95,000	$293,091	$388,091	$45,276	$0	$433,367
9/1/2036	$100,000	$288,788	$388,788	$46,182	$0	$434,969
9/1/2037	$105,000	$284,258	$389,258	$47,105	$0	$436,363
9/1/2038	$110,000	$279,501	$389,501	$48,047	$0	$437,548
9/1/2039	$115,000	$274,518	$389,518	$49,008	$0	$438,526
9/1/2040	$120,000	$269,309	$389,309	$49,989	$0	$439,297
9/1/2041	$125,000	$263,873	$388,873	$50,988	$0	$439,861
9/1/2042	$455,000	$258,210	$713,210	$52,008	$0	$765,218
9/1/2043	$475,000	$237,599	$712,599	$53,048	$0	$765,647
9/1/2044	$500,000	$216,081	$716,081	$54,109	$0	$770,190
9/1/2045	$525,000	$193,431	$718,431	$55,191	$0	$773,622
9/1/2046	$550,000	$169,649	$719,649	$56,295	$0	$775,944
9/1/2047	$580,000	$144,734	$724,734	$57,421	$0	$782,155
9/1/2048	$605,000	$118,460	$723,460	$58,570	$0	$782,029
9/1/2049	$640,000	$91,053	$731,053	$59,741	$0	$790,794
9/1/2050	$670,000	$62,061	$732,061	$60,936	$0	$792,997
9/1/2051	$700,000	$31,710	$731,710	$62,155	$0	$793,865
Total	**$7,300,000**	**$7,590,242**	**$14,890,242**	**$1,419,883**	**$0**	**$16,310,124**

(a) The 9/1/XX dates represent the fiscal year end for the bonds, and the installments are due on the immediately prior January 31st.
(b) Interest rate is 4.53%.
(c) Preliminary estimate, will be updated in Annual Service Plan Updates.
(d) Does not include capitalized interest.

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

APPENDIX J
PID ASSESSMENT NOTICE

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

PID Assessment Notice

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT
TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Sutton Fields II Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 333, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____

_____
Signature of Purchaser

_____
Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

Attachment: Sutton Fields PID - Annual Service Plan - 2021-22 (SAP Update - Sutton Fields II PID)

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: September 14, 2021
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 FY 2021 budget amendment is requested for the FY2020-2021 Operating Budget

Board Review/Citizen Input:

Alternatives:

Financial Considerations:
The Water/Wastewater Fund (202) is for creating the Utility VERF Fund (213).

The General Fund (102) is creating and funding a Street Construction Fund (106)

The General Fund (102) is funding the Economic Stabilization Fund (127)

The General Fund (102) has increased revenues that is a direct correlation of increasing expenses for summer leagues in Park and Recreation.

The General Fund (102) increase in expenses across departments and year-end closing procedures.

The Park Fee Fund (109) has increased revenues that are allowing for an increase in project expenses in varies funds(109 and 121).

The Park Fee Fund (109 is creating and funding a Wilson Park Fund (451) (100acre) based on DAs.

Public Safety Donation Fund (117) is using past donated funds for National Night Out expenses.

Legal Review:

Supporting Documents:
Ordinance Amending Budget
Exhibit A

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2021-

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.

Attachment: 2021-xx Amend Budget ordinance September 14 2021 (FY2021 Budget Amendment September 2021)

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 14th day of September 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2021-xx Amend Budget ordinance September 14 2021 (FY2021 Budget Amendment September 2021)

Exhibit A

Meeting date: September 14, 2021
FY2021 Budget Amendment Detail

Attachment: 2021-xx Amend Budget ordinance September 14 2021 (FY2021 Budget Amendment

BUDGET AMENDMENT

Budget Change # _____

Account #	Account Name	Description	Adjustment
202-117-000-7501	TRANSFER TO VERF	CREATION OF WATER/WASTEWATER FUND VERF	551,605.00
202-118-000-7501	TRANSFER TO VERF	CREATION OF WATER/WASTEWATER FUND VERF	355,290.00
213-400-000-4900	TRANSFER IN	CREATION OF WATER/WASTEWATER FUND VERF	(906,895.00)
102-104-000-7500	TRANSFERS OUT	CREATION OF STREET CONSTRUCTION FUND	950,000.00
106-400-000-4900	TRANSFER IN	CREATION OF STREET CONSTRUCTION FUND	(950,000.00)
102-104-000-7500	TRANSFERS OUT	FY2021 FUNDING TO ECONOMIC STABILIZATION FUND	500,000.00
127-400-000-4900	TRANSFER IN	FY2021 FUNDING TO ECONOMIC STABILIZATION FUND	(500,000.00)
102-113-000-6711	LEAGUE EXPENSES	ADDITIONAL SUMMER LEAGUES EXPENSES	63,570.00
102-400-000-4710	LEAGUE REVENUE	ADDITIONAL SUMMER LEAGUE REVENUES	(63,570.00)
102-108-000-6230	LEGAL FEES	ADDITIONAL EXPENSES ACROSS MULTIPLE DEPARTMENT	125,000.00
102-103-000-6200	CONTRACT SERVICES	ADDITIONAL EXPENSES ACROSS MULTIPLE DEPARTMENT	25,000.00
102-104-000-6260	TAX COLLECTION	ADDITIONAL EXPENSES ACROSS MULTIPLE DEPARTMENT	6,000.00
102-104-000-6231	AUDIT EXPENSE	ADDITIONAL EXPENSES ACROSS MULTIPLE DEPARTMENT	20,000.00
102-109-000-6100	SALARIES	ADDITIONAL EXPENSES ACROSS MULTIPLE DEPARTMENT	25,000.00
102-110-000-6105	OVERTIME	ADDITIONAL EXPENSES ACROSS MULTIPLE DEPARTMENT	50,000.00
102-110-000-6158	HSA BENEFIT	ADDITIONAL EXPENSES ACROSS MULTIPLE DEPARTMENT	25,000.00
102-111-000-6271	ANIMAL CONTROL	ADDITIONAL EXPENSES ACROSS MULTIPLE DEPARTMENT	25,000.00
102-111-000-6432	VEHICLE REPAIRS	ADDITIONAL EXPENSES ACROSS MULTIPLE DEPARTMENT	12,000.00
109-400-000-4342	PARK FEES	PARK FEE REVENUE INCREASE	(900,215.60)
109-400-000-4755	DEVELOPERS REVENUE	DEVELOPERS REVENUE	(2,304,137.40)
109-113-000-8502	CONSTRUCTION	NEW PARK PROJECTS	591,853.00
109-113-000-7500	TRANSFERS OUT	FY2021 FUNDING TO ROAD CAPITAL RECOVERY	1,400,000.00
109-113-000-7500	TRANSFERS OUT	FY2021 FUNDING FOR WILSON PARK FUND	1,212,500.00
121-400-000-4900	TRANSFER IN	FY2021 FUNDING TO ROAD CAPITAL RECOVERY	(1,400,000.00)
451-400-000-4900	TRANSFER IN	FY2021 FUNDING FOR WILSON PARK FUND	(1,212,500.00)
117-112-000-6766	NATIONAL NIGHT OUT	NATIONAL NIGHT OUT EVENT EXPENSES	10,000.00
117-31-3050	FUND BALANCE	PS DONATION FUND BALANCE	(10,000.00)

Description
Budget Amendment Ordinance

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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:	September 14, 2021
Re:	FY2021 - 2022 EDC Budget Approval

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas ratifying and approving the Fiscal Year 2021-2022 budget for the Celina Economic Development Corporation. (Jackson)

Background Information:
This resolution is a part of the annual budget approval process for the Celina Economic Development Corporation.

Board Review/Citizen Input:
The Celina Economic Development Corporation approved this budget at a meeting held on August 3, 2021.

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
- Proposed resolution
- FY2021 - 2022 EDC Budget

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. 2021 - ##

A RESOLUTION OF THE CITY OF CELINA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2021-2022 BUDGET FOR THE CELINA ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Celina Economic Development Corporation, hereinafter the "CEDC" is a 4A development corporation operating pursuant to the Development Corporation Act of 1979 now codified as Chapter 504 of the Texas Local Government Code;

WHEREAS, the CEDC Board of Directors has approved a Fiscal 2021-2022 Budget;

WHEREAS, the City of Celina desires to approve and ratify such said CEDC Budget.

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

SECTION 1: The findings and declaration contained in the preamble of this Resolution are incorporated herein as part of this Resolution.

SECTION 2: The City Council hereby ratifies and approves the Fiscal 2021-2022 Budget for the Celina Economic Development Corporation.

SECTION 3: 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 the 14th day of September 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Faulkner, City Secretary

Attachment: EDC FY 2022 BUDGET RESOLUTION (FY2021 - 2022 EDC Budget Approval)

2021 - 2022 Economic Development Corporation Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 401

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Working Capital, Beginning of Year	**$ 819,883**	**$ 1,071,200**	**$ 1,071,200**	**$ 1,071,200**	**$ 1,514,494**
Revenues					
Taxes	$ 907,397	$ 772,500	$ 772,500	$ 1,065,246	$ 1,150,000
Grants	2,500	-	-	-	-
Intergovernmental Revenue	-	-	-	-	200,000
Other Revenues	-	-	-	3,000	3,000
Interest Income	19,325	10,000	10,000	23,000	15,000
Total Revenues	**$ 929,222**	**$ 782,500**	**$ 782,500**	**$ 1,091,246**	**$ 1,368,000**
Expenditures					
Personnel Costs	$ 182,575	$ 202,343	$ 202,343	$ 194,314	$ 390,672
Legal & Professional	15,670	22,650	22,650	19,650	23,500
Utilities	1,512	1,500	1,500	1,500	2,400
General & Administrative	125,828	292,650	292,650	225,450	393,500
Debt Service	246,316	105,039	105,039	105,038	105,038
TIRZ Agreements	45,938	25,000	25,000	31,000	40,000
Total Expenditures	**$ 617,839**	**$ 649,182**	**$ 649,182**	**$ 576,952**	**$ 955,110**
Excess (deficiency) of revenues over (under) expenditures	**$ 1,131,266**	**$ 1,204,518**	**$ 1,204,518**	**$ 1,585,494**	**$ 1,927,384**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	60,066	101,000	101,000	71,000	411,000
Total other financing sources (uses)	**$ (60,066)**	**$ (101,000)**	**$ (101,000)**	**$ (71,000)**	**$ (411,000)**
Working Capital, End of Year	**$ 1,071,200**	**$ 1,103,518**	**$ 1,103,518**	**$ 1,514,494**	**$ 1,516,384**

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Attachment: EDC Proposed Budget FY 2022 (FY2021 - 2022 EDC Budget Approval)

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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:	September 14, 2021
Re:	Celina Community Development Corporation Budget Approval

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the Fiscal Year 2021-2022 budget for the Celina Community Development Corporation. (Bromiley)

Background Information:
This resolution is a part of the annual budget approval for the Celina Community Development Corporation.

Board Review/Citizen Input:
This budget was approved by the Celina Community Development Corporation at a meeting held on August 4, 2021.

Alternatives:
N/A

Financial Considerations:

Legal Review:
N/A

Supporting Documents:
Resolution, budget document, Celina Community Development Corporation Budget Approval Minutes

Staff Recommendation:
Approval

2021 - 2022 Community Development Corporation Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 402

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 1,482,380**	**$ 1,345,926**	**$ 1,345,926**	**$ 1,345,926**	**$ 2,421,906**
Revenues					
Taxes	$ 861,459	$ 772,500	$ 772,500	$ 1,094,000	$ 1,150,000
TIRZ Agreements		$ (25,000)	$ (25,000)	$ (30,020)	$ (35,000)
Miscellaneous Revenue	5,114	-	-	-	-
Interest Income	16,690	15,000	15,000	12,000	15,000
Total Revenues	**$ 883,263**	**$ 762,500**	**$ 762,500**	**$ 1,075,980**	**$ 1,130,000**
Expenditures					
Miscellaneous Expense	$ 114	$ -	$ -	$ -	$ -
Total Expenditures	**$ 114**	**$ -**	**$ -**	**$ -**	**$ -**
Excess (deficiency) of revenues over (under) expenditures	**$ 2,365,529**	**$ 2,108,426**	**$ 2,108,426**	**$ 2,421,906**	**$ 3,551,906**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	1,019,602	-	-	-	-
Total other financing sources (uses)	**$ (1,019,602)**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 1,345,926**	**$ 2,108,426**	**$ 2,108,426**	**$ 2,421,906**	**$ 3,551,906**

Attachment: CDC Proposed Budget FY 2022 (FY2021 - 2022 CDC Budget)

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CELINA COMMUNITY DEVELOPMENT CORPORATION REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
WEDNESDAY, AUGUST 4, 2021
5:30 PM

AGENDA

I. CALL TO ORDER:

II. MINUTES APPROVAL:

A. Celina Community Development Corporation - Regular Meeting - Sep 3, 2020 5:30 PM

III. DISCUSSION/ACTION:

A. Consider and act upon approval of Fiscal Year 2021/2022 Budget.

IV. ADJOURN:

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 Board 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

Attachment: CDC Proposed Budget FY 2022 - Approved by CDC Board 08.04.2021 (FY2021 - 2022 CDC Budget)

CELINA COMMUNITY DEVELOPMENT CORPORATION REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
THURSDAY, SEPTEMBER 3, 2020
5:30 PM

MINUTES

I. CALL TO ORDER:

Attendee Name	Organization	Title	Status	Arrived
Mark Palmer	City of Celina	Board Member	Present	
Monica Rooker	City of Celina	Board Member	Absent	
Amy Fortenberry	City of Celina	Board Member	Present	
Jimmy Marler	City of Celina	Board Member	Present	
Kelly Osburn	City of Celina	Board Member	Present	5:38 PM
Ralph O'Dell	City of Celina	Board Member	Present	5:43 PM
Tawnia King	City of Celina	Board Member	Present	

Chairperson Amy Fortenberry called the meeting to order at 5:34 p.m.

II. MINUTES APPROVAL:

1. Celina Community Development Corporation - Regular Meeting - Sep 4, 2019 5:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Mark Palmer, Board Member
SECONDER:	Tawnia King, Board Member
AYES:	Palmer, Fortenberry, Marler, Osburn, O'Dell, King
ABSENT:	Rooker

III. DISCUSSION/ACTION:

1. Consider and act upon approval of FY 2020/2021 Budget

Executive Director of Public Services gave an overview of the budget.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Tawnia King, Board Member
SECONDER:	Jimmy Marler, Board Member
AYES:	Palmer, Fortenberry, Marler, Osburn, O'Dell, King
ABSENT:	Rooker

2. Discussion regarding parks and recreation updates.

Attachment: CDC Proposed Budget FY 2022 - Approved by CDC Board 08.04.2021 (FY2021 - 2022 CDC Budget)

Executive Director of Public Services Kim Brawner gave an update.

IV. ADJOURN:

Mark Palmer moved to adjourn. Kelly Osburn seconded. Motion carried. 6-yes;0-no. There being no further comment Chairperson Fortenberry adjourned the meeting at 6:15 p.m.

_____
Chairman

_____ _____
Secretary Date Minutes Approved

Attachment: CDC Proposed Budget FY 2022 - Approved by CDC Board 08.04.2021 (FY2021 - 2022 CDC Budget)

CITY OF CELINA, TEXAS
RESOLUTION NO. 2021 - ##

A RESOLUTION OF THE CITY OF CELINA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2021-2022 BUDGET FOR THE CELINA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Celina Community Development Corporation, hereinafter the "CCDC" is a 4B development corporation operating pursuant to the Development Corporation Act of 1979 now codified as Chapter 504 of the Texas Local Government Code;

WHEREAS, the CCDC Board of Directors has approved a Fiscal 2021-2022 Budget;

WHEREAS, the City of Celina desires to approve and ratify such said CCDC Budget.

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

SECTION 1: The findings and declaration contained in the preamble of this Resolution are incorporated herein as part of this Resolution.

SECTION 2: The City Council hereby ratifies and approves the Fiscal 2021-2022 Budget for the Celina Community Development Corporation.

SECTION 3: 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 the 14th day of September 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Faulkner, City Secretary

Attachment: CDC FY 2022 BUDGET RESOLUTION (FY2021 - 2022 CDC Budget)

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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: September 14, 2021
Re: Fire Station 3 Design Amendment 1

Action Requested:
Consider and act to authorize an amendment to the design agreement for Fire Station 3 with VAI Architects, Inc., in an amount not to exceed $300,000.00. (Berry)

Background Information:
On September 13, 2020, Council authorized the original agreement with VAI for Fire Station 3 design. Amendment 1 increases the design from 14,000 square feet to 21,000 square feet.

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

Alternatives:
Council may reject the authorization and direct staff.

Financial Considerations:
Funding is available through bond funds 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:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Amendment 1

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of Celina, Texas
Fire Station #3 Design

PO#21-00002760

OWNER: *(name and address)*
City of Celina, Texas

AGREEMENT INFORMATION:
Date: October 29, 2020
Standard Professional Services Agreement

ARCHITECT: *(name and address)*
VAI Architects Incorporated
15301 Spectrum Drive, Suite 450
Addison,Texas 75001

AMENDMENT INFORMATION:
Amendment Number: 001

Date: July 7, 2021

The Owner and Architect amend the Agreement as follows:
The project scope increased during the schematic design phase from 14,000 sf to 21,000 sf due to additional needs of the Celina Fire Department. To accommodate the area and scope increases, the construction budget also increases from $7,000,000 to $12,000,000, therefore the A/E fee increases for the entire A/E team based on the area and construction cost increases.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
$300,000.00

Schedule Adjustment:
N/A

SIGNATURES:

VAI Architects Incorporated	City of Celina, Texas
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
BARTON DRAKE, PRINCIPAL	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
7.7.2021	
DATE	**DATE**

Attachment: FS 3 Design Amendment 1 (FS 3 Design Amendment 1, F14)

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User Notes:

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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:	September 14, 2021
Re:	FY2021-2022 Public Hearing for Proposed Budget

Action Requested:
Conduct a public hearing to consider testimony and receive public input regarding the proposed FY2021-2022 budget. (Bromiley)

Background Information:
The purpose of this agenda item is to comply with Local Government Code and the Home Rule Charter requirements for budget adoption. The Proposed Budget has been placed on file with the City Secretary in addition to being placed on the city's website for public inspection.

The proposed budget was discussed at City Council Budget Workshop dated July 30th. A Notice of Budget Hearing was published in the *Celina Record* on August 23, 2021.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
FY2021-2022 Proposed Budget
Notice of Budget Hearing

Staff Recommendation:

2021-2022

Proposed Annual Budget

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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FY 2021-2022
PROPOSED BUDGET AND FINANCIAL PLAN

"This budget will raise more revenue from property taxes than last year's budget by an amount of $3,487,947, which is a 28.49 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $2,388,732."

The above information is presented on the cover page of the City of Celina's FY2022 Proposed Budget to comply with requirements of Section 102.005(b) of the Texas Local Government Code.

CITY COUNCIL RECORD VOTE

The members of the governing body voted on the adoption of the budget as follows:

FOR:

PRESENT and not voting:

ABSENT:

Tax Rate	Adopted 2020-2021	Proposed 2021-2022
Property Tax Rate	$ 0.645000	$ 0.645000
No-New-Revenue (~~Effective~~) Tax Rate	$ 0.633518	$ 0.586330
No-New Revenue (~~Effective~~) M&O Rate	$ 0.437803	$ 0.414865
Voter-Approval (~~Rollback~~) Tax Rate	$ 0.645000	$ 0.645000
De Minimis Rate	$ 0.655554	$ 0.650980
Debt Rate	$ 0.191875	$ 0.215615

The total amount of municipal debt obligations secured by property taxes for the City of Celina is $221,195,000.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

HB 1495: Lobby Reporting/Budgeting

The 86th Legislature passed HB 1495 to increase the transparency of local government lobbying. In accordance with Section 104.0045 of the Texas Local Government Code as amended by HB 1495 – Itemization of Certain Expenditures Required in Certain Political Subdivision Budgets- expense line items for public notices and lobbying efforts are provided below:

	Adopted FY2020-2021	Amended FY2020-2021	Estimated FY2020-2021	Proposed FY2021-2022
Lobbying Services	$ 3,208	$ 3,208	$ 3,208	$ 3,208
Public Notices	$ 9,500	$ 34,500	$ 29,000	$ 15,600

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Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

City Manager's Office:

Jason Laumer, City Manager

Karla Stovall, Assistant City Manager

Prepared By:

Robin Bromiley, MSA, CGFO, Director of Finance

Aimee Rae Ferguson, Budget Manager

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Table of Contents

Truth-In-Taxation Statement 1

HB1495: Lobby Reporting/Budgeting 2

Mayor and City Council 5

Celina Fast Facts 6

City of Celina Flywheel 7

Organizational Chart 8

Budget Philosophy 9

Budget Summary 11

Property Values and Tax 13

Proposed Tax Rate 14

Personnel 17

Fund Balance and Reserve 20

General Fund 21

Water/Wastewater Fund 21

Integrity Fund 25

Capital Acquisition Fund 26

Capital Improvement Fund 26

Debt Obligations 29

City Fund Summary 32

General Operating Funds

General Fund 38

Revenue Summary 39

Debt Service Fund 41

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Table of Contents

Enterprise Funds

Water/Wastewater Fund 45

Water/Wastewater Impact & Capital Recovery Fee Fund 46

Stormwater Drainage Fund 47

Utility Vehicle & Equipment Replacement Fund 48

Special Revenue Funds

Park Fee Fund 51

Court Security/Technology Fund 52

Technology Fund 53

Integrity Fund 54

Main Street Fund 55

Developer Capital Fees 56

Wilson Park Fees 55

Governmental Funds

Street Construction Fund 61

Roadway Impact Fund 62

Vehicle & Equipment Replacement Fund 63

Capital Acquisition Fund 64

Road Capital Recovery 65

Capital Improvement Project Bond Fund 66

TIRZ #11 – Downtown Celina 71

Component Units

Economic Development Corporation Fund 77

Community Development Corporation Fund 79

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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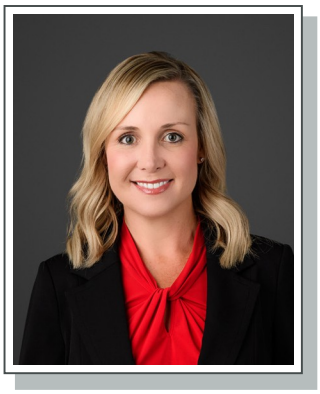
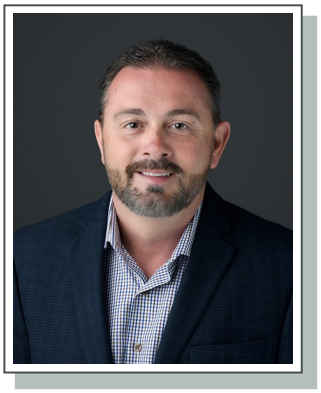
Mayor and City Council

Sean Terry
Mayor

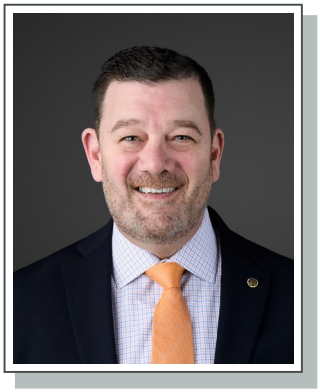


Mindy Koehne
Mayor Pro Tem
Place 5

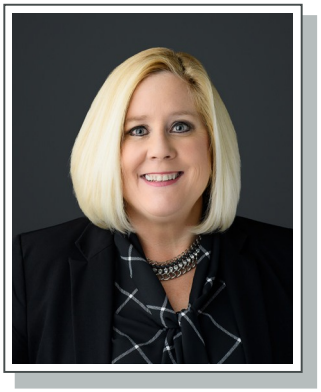
Justin Steiner
Deputy Mayor Pro Tem
Place 1



Jay Pierce
Place 2



Andy Hopkins
Place 3



Wendie Wigginton
Place 4

Chad Anderson
Place 6

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Celina Fast Facts

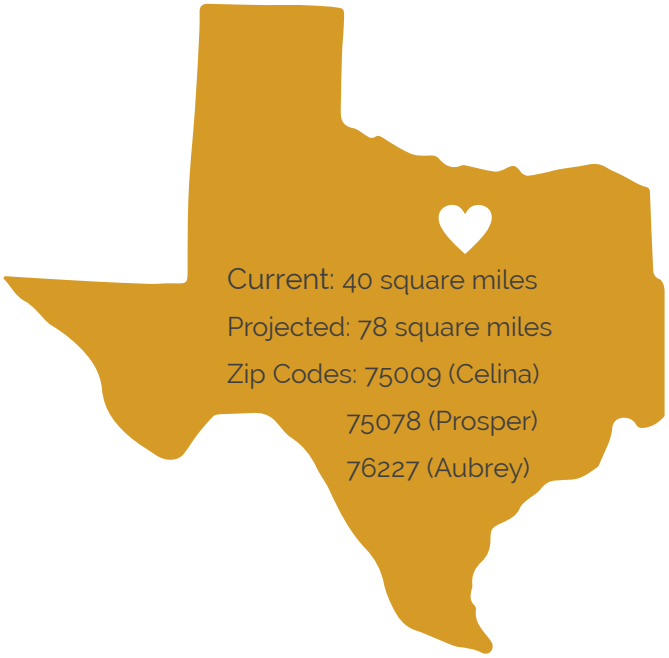
Updated July 2021

CELINA TEXAS EST. 1876
ECONOMIC DEVELOPMENT CORPORATION

Population

	City Limits	Service Area
Population 2021	22,793	28,413
Population 2026	51,000	58,161

2020 Trade Area: 36,385
2020 Single Family Permits: 1,862
Buildout Population: 378,000

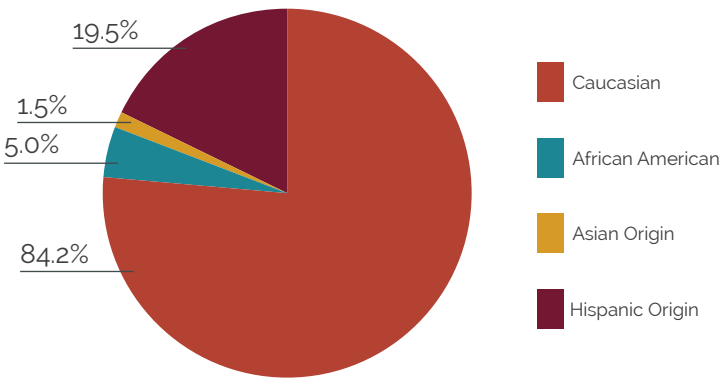


Demographics

Median Age: 37

Education
48% Bachelor's/Grad/Prof Degree
28% Some College
20% High School Graduate

Median Household Income: $98,277
Average Home Value: $480,540



Transportation

Airports
Dallas Love Field Airport – 38.6 Miles/45 Min
DFW Airport – 37.4 Miles/45 Min

Major Highways
N/S: Dallas North Tollway, US 289, FM 1385, FM 2478
E/W: FM 428, FM 455, Outer Loop (Est. comp. 2021-22

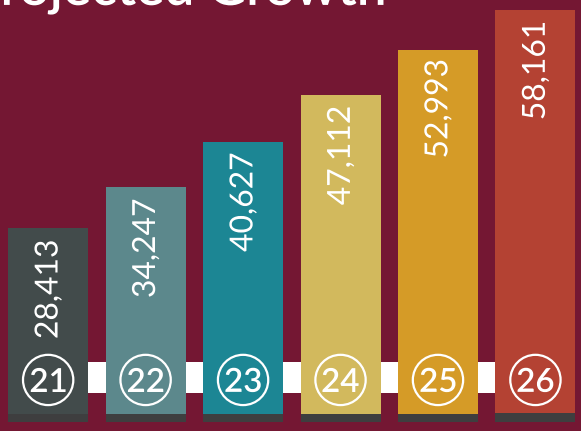
Education

Celina ISD: 1 high school, 2 middle schools, and 3 elementary schools

Prosper ISD (in Celina): 3 elementary schools

Collin College: Celina Campus (open August 2021)

Projected Growth



Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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City of Celina Flywheel

EXCELLENCE ★ COMMUNITY ★ INTEGRITY ★ SERVICE

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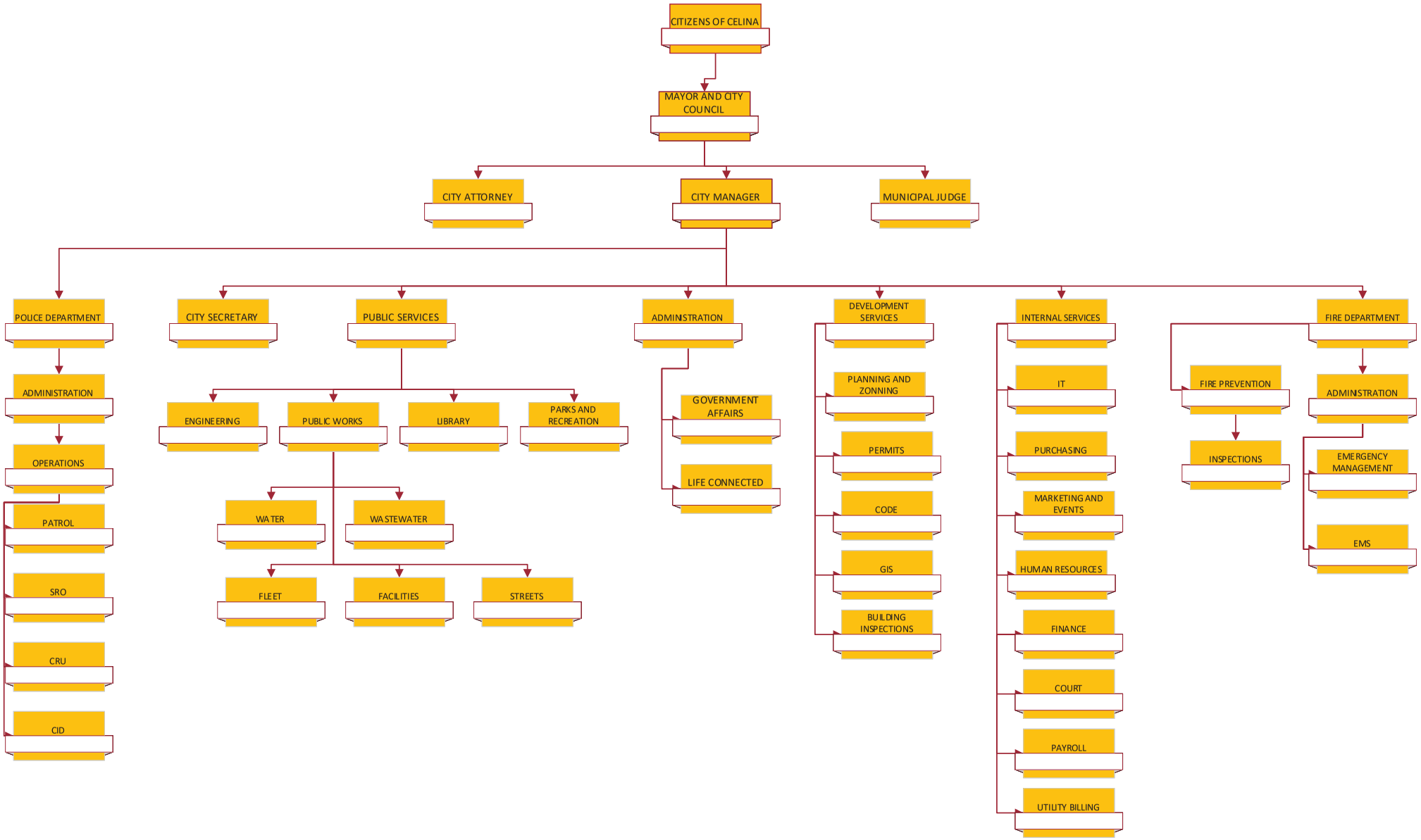
City of Celina Organizational Chart



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Budget Philosophy

Presented within this document is the Preliminary Proposed Budget for FY 2021-2022. The process for developing the FY 21-22 budget began in February 2021 and will continue until the adoption of both the tax rate and proposed budget in September 2021 for Fiscal Year 2021-2022. The City Manager, Executive Team, department directors and staff work together alongside department heads throughout the budget process; regarding priorities and needs in conjunction with the needs of the community, residents, and in line with our Core Values. The Executive Team reviews all budget requests for alignment with Council direction and potential efficiencies with reference to the City's Strategic and Comprehensive Plans. At the end of July, the City Manager presents a proposed budget to the City Council in council workshop. In September, public hearings are held for the proposed budget and proposed tax rate to gather public feedback. The last step is the formal adoption of the tax rate and proposed budget during the September council meeting. Once adopted, the tax rate and budget go into effect October 1 for the start of the new fiscal year.

The provisions within this budget are based on the guiding principles established and confirmed in the City Council's Strategic Plan, Core Values, and the Comprehensive Plan. Collectively, these plans outline a path that will ensure that Celina maintains its rural and welcoming feel while facilitating new development and improvements in the right way.

The City Council's Strategic Plan adopted in 2018 outlines the ten top priorities for the community. Among the goals set for the City is to support and grow emergency services, enhance quality of life, attract and cultivate the right development in the right places, pursue innovative learning partnerships, develop a highly advanced technology and mobility infrastructure, while still providing excellent services to our residents.

The Comprehensive Plan was adopted in April 2021. As Mayor Sean Terry stated, "This is not just a just a planning document; it's a game-plan that we can use to take us into a bright, successful, and wonderful future". The Plan serves as a guide to make real progress toward the Vision for future Celina.

The City of Celina's internal core value system stems from the philosophy of Servant Leadership and the belief that as public servants, all actions stem from the obligation to put the needs of the citizens first and dedicate our decision making and actions to

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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the ideal that City employees exist to serve the people. This is further emphasized in the organizational values that were developed by both City Staff and City Council. These Core Values represent our highest aspirations, our moral code and what we are deeply passionate about. Excellence, Community, Integrity, and Service are the foundation of the organization for which the departmental budgets are built. All of this in tandem embodies "Life Connected" Creating a genuine connection from the City to all residents and businesses. We pride ourselves on our authentic relationships. Living Life Connected is how we as the City, bring Life to our core values; ensuring every decision about the City is made through the lens of rightful actions, honesty, transparency, and mindfulness for our future success. These plans and values are designed to work in tandem and are designed to serve as the foundation for each annual budget.

Budget Key Dates

February 01	City Manager and Directors receive Budget Calendar
February 05	MBudget opened for Directors to update FY2021 estimates and 2022,2023,2024 budgets.
March - May	Departmental submission of budget documents
June 7 - 9	Budget Workshop - City Manager and Directors – Management Team Open Discussion on Budgeted Priorities and Plans
July 03	Deadline for ARB to approve Appraisal Records
July 26	Received Certified Appraisal Rolls from Chief Appraiser §26.01(a)
July 26 - 29	Calculation of NO- New Revenue Tax Rate and Voter-Approval Tax Rate
July 30	City Manager submits Proposed Budget to the City Council
July 30	Council Budget Work Session
August 10	Council Meeting for Tax Rate and Budget Submittal of No-New-Revenue and Voter Approval Tax Rate
August 16	Publish the "Notice of Tax Rates" and "Public Hearing for Proposed Tax Rate and Budget"
August 23	Publish Notice of Budget Hearing
September 14	City Council Meeting · Hold Budget Hearing (prior to date of tax levy) · Hold Tax Rate Hearing Adopt Budget and Tax Rate
October 1	Budget becomes effective.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Budget Summary

The Combined Budget Summary is inclusive of the General Operating funds, Enterprise funds, Special Revenues funds, Capital Improvements funds, TIRZ 11 fund, and Component Units funds. The total proposed appropriations budget for all funds including Capital Improvement Projects is $153 million for FY2021-22 and includes all debt service and transfers. The total proposed revenues budget for all funding including Capital Improvement is $72 million for FY2021-22.

The Combined Budget Summary is located in the section entitled City Fund Summary shows a detailed look at revenue and expenditures by categories. Each fund identified on this schedule shows the beginning Balance, revenues and expenditures. The Expenditures broken down by categories, General Government, Public Safety, Development Services, Public Services, Utilities, Debt Services, and Transfers Out.

Revenue

The City of Celina utilizes a fiscally conservative strategy when projecting revenues. Residential and commercial growth, along with economic expectations, are primary drivers in estimating revenues. In the past several years the City of Celina has enjoyed a relatively stable upward revenue trend. This trend is caused by growth in population, property values, sales tax and the development of residential communities. While monitoring any changes in building permit fee revenues, the City still anticipates robust growth during the next several years.

The City of Celina is striving to diversify its revenues, expand the City tax base through economic expansion, maintain healthy financial reserves and hire and retain top quality workforce. By adhering to these principals, the City will deliver cost effective services in a customer friendly, pro-business and pro-development manner.

The City applies the same principals to its non-governmental funds as well. The City of Celina assures long term water supply for future growth by investing a substantial amount on its water and wastewater infrastructures.

Total revenues are forecasted to total $72.13 million for fiscal year 2021-22 an increase over the prior fiscal year by $15.28 million. This represents a growth of 26.90% in all sources of revenue.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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The following matrix reflects the sources of all funds by category:

Sources of Funds	Adopted 2020-2021	Sources of Funds	Adopted 2021-2022	% of Total	Change Year Over Year	% Change
Ad Valorem Taxes	$ 13,112,578	Ad Valorem Taxes	$ 15,201,611	21.07%	$ 2,089,033	15.93%
Sales Taxes	$ 2,970,000	Sales Taxes	$ 4,365,000	6.05%	$ 1,395,000	46.97%
Franchise & Other Taxes	$ 517,000	Franchise & Other Taxes	$ 617,000	0.86%	$ 100,000	19.34%
Licenses & Permits	$ 6,522,000	Licenses & Permits	$ 10,022,000	13.89%	$ 3,500,000	53.66%
Rates, Fees and Charges	$ 28,098,928	Rates, Fees and Charges	$ 36,532,491	50.65%	$ 8,433,563	30.01%
Misc/Intergovernmental	$ 2,304,423	Misc/Intergovernmental	$ 2,288,862	3.17%	$ (15,561)	-0.68%
Interest Income	$ 1,324,500	Interest Income	$ 720,500	1.00%	$ (604,000)	-45.60%
Transfers In	$ 1,994,453	Transfers In	$ 2,385,478	3.31%	$ 391,025	19.61%
Total Sources	**$ 56,843,882**	**Total Sources**	**$ 72,132,942**	**100.00%**	**$ 15,289,060**	**26.90%**

The City of Celina's primary source of revenue is ad valorem tax or property tax. This year, $15,201,611 has been budgeted for all property tax collections including delinquents, penalties and for payments to the tax increment reinvestment zones (TIRZ). Property tax revenue including the items above is expected to grow $2,089,033 or 15.93% over fiscal year 2021.

Sales tax revenue for all funds is expected to grow 48.87% over last year. A proposed budget of $4.6 million has been forecast for the upcoming year. Rebates are included in the total above and provide for $235,000 in disbursements.

Rates, fees, and charges for service is proposed for FY2022 at $36,532,491 and represents about 50.65% of the City's funding of operations. The increase in rates, fees, and charges over 2021 is $8,433,563 or about 30.01%.

A percentage of the proposed city-wide rates, fees and charges for service are budgeted for water, wastewater, and solid waste services representing $24.57 million or 67.26% of the $36.53 million projected for 2022.

Of this amount, $8,700,000 or 35.41% comes from water sales, $6,400,00 or 26.05% for wastewater sales, $5,518,500 or 22.46% from water/wastewater connection fees, and an additional $3,951,800 or 16.08% from other services including meter revenue, developer revenue and solid waste services.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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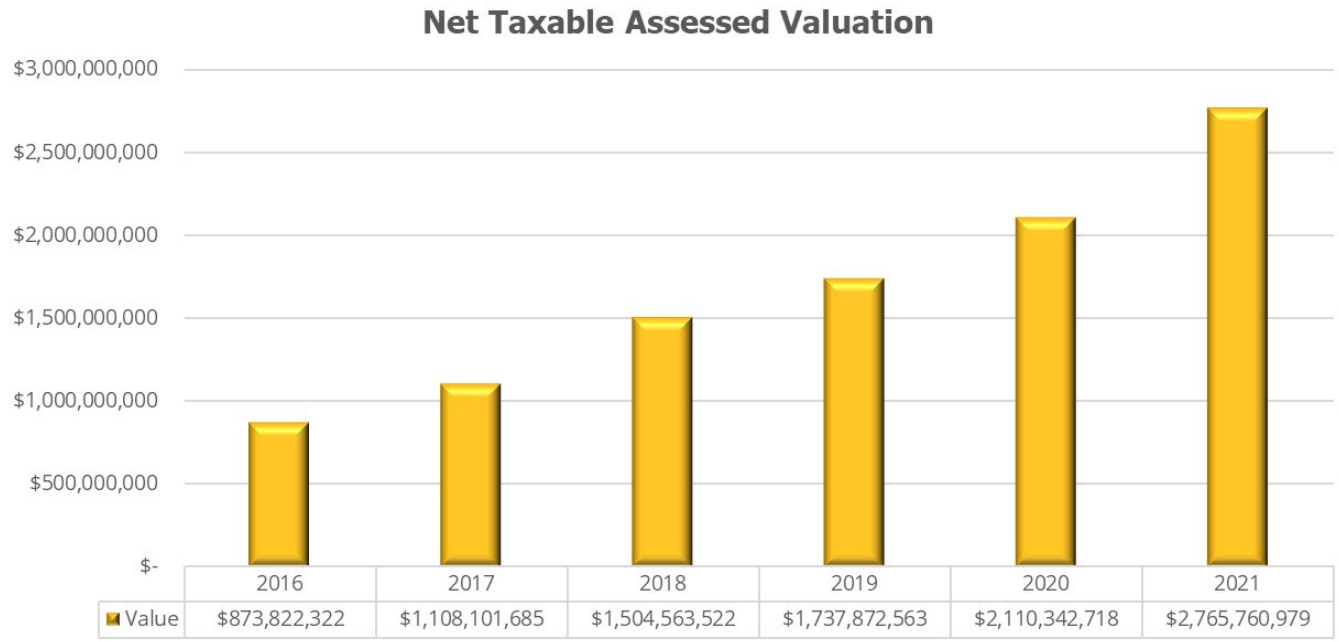
In 2022, a budget of $10.02 million is proposed which is 53.66% increase over the adopted 2021 budget.

Transfers In are a part of the total sources of funds and are $2,385,478. This number reflects one-time transfers for infrastructure improvements and reimbursement of in-kind services across the funds. The remaining revenue is attributable to other types of services and interest income.

Property Values and Tax

According to the Collin and Denton County Central Appraisal District (DCAD), the certified taxable value after the homesteads with tax ceiling is estimated with appraisal review board grand totals is $2,765,760,979. This value is 31% or $655 million more in assessed valuation than the 2020 adjusted taxable value (as of 07/23/2021). Of this increase, $361 million is attributable to new taxable values added to the tax roll which includes improvements and personal property.

The following graph reflects historical growth in taxable property values including the current year (2021) certified value:



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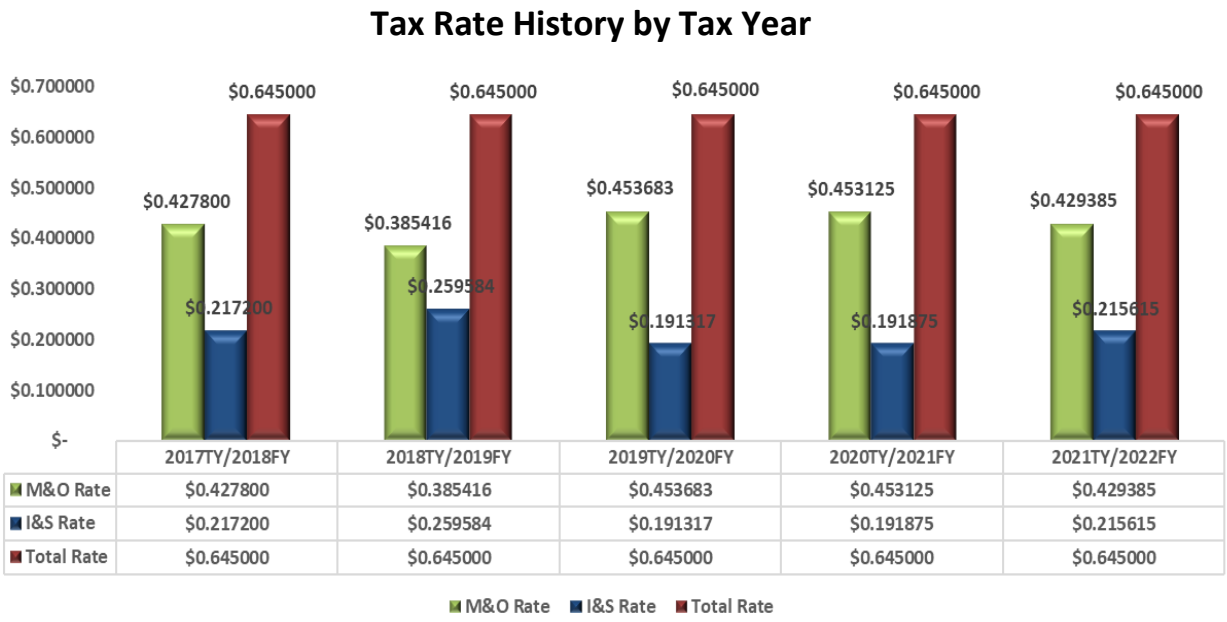
Proposed Tax Rate

The City will strive to maintain the current tax rate of $0.645000 to keep level with cities and towns while still providing adequate revenue to fund the needs of a rapidly growing community now and into the future. As the city grows its demands for service the tax rate will also need to increase due to the growing population and rooftops. This year, the City is proposing a tax rate of $0.645000 and still meet those objectives.

Of the total tax rate of $0.645000, $0.429385 or 66.57% is dedicated to maintenance and operation expenses of the municipal government and $0.215615 or 33.43% is dedicated to general obligation debt service.

The average taxable single-family home value is currently $399,888 as of July 2021. At the property tax rate of $0.645, the City tax paid on the average single-family home will be approximately $2,579. For comparison purposes, a single-family home valued at $100,000 will pay $645.

The following graph is a historical picture of the City's tax rate history for operations and debt service:



Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Tax Rate Changes – Texas Senate Bill 2

In the past, local governing bodies have had the autonomy to realize up to 8% of revenue growth from property taxes at their discretion. Due to changes in the law handed down from the State Legislature during the 2019 legislative session and implemented in fiscal year 2021 with continuation in fiscal year 2022, tax rate calculations and revenue growth has been changed to 3.5%. Celina's conservative revenue forecasts will help mitigate the negative impacts of this revenue cap to the City's operations; however, the City will have to pay close attention to revenue numbers in future years and determine when an election is necessary to keep up with demands for service.

Expenditures

The following represents the use of all funds by category:

Use of Funds	Adopted 2020-2021	Use of Funds	Adopted 2021-2022	% of Total	Change Year Over Year	% Change
General Government	$ 4,844,502	General Government	$ 7,810,732	9.67%	$ 2,966,230	61.23%
Public Safety	$ 9,383,483	Public Safety	$ 12,476,859	15.45%	$ 3,093,376	32.97%
Development Services	$ 3,146,031	Development Service	$ 7,107,992	8.80%	$ 3,961,961	125.94%
Public Services	$ 6,953,819	Public Services	$ 11,889,879	14.72%	$ 4,936,060	70.98%
Utilities	$ 25,587,129	Utilities	$ 32,423,705	40.15%	$ 6,836,576	26.72%
Debt Service	$ 4,713,705	Debt Service	$ 6,668,635	8.26%	$ 1,954,930	41.47%
Transfers Out	$ 1,994,453	Transfers Out	$ 2,385,478	2.95%	$ 391,025	19.61%
Total Uses	**$ 56,623,122**	**Total Uses**	**$ 80,763,280**	**100.00%**	**$ 24,140,158**	**42.63%**

The operating budget is a combination of all costs to do comprehensive city-wide business including transfers and debt service payments except for major capital improvement projects (CIP). The total of the combined operating budgets for the 2022 budget is $80,763,280, compared with $56,623,122 originally budgeted in FY 2021. This is an increase of $24,140,158 or 42.63%.

The overall increase is mainly comprised of increases in the General Fund budget of $7,449,834, Utility Expenditures budget of $6,836,576, Debt Service Fund of $1,954,930, Special Revenue Funds budgets of $1,961,879, and Capital Improvements not funded by Bonds increased $4,604,647.

The City Fund Summary section of this document provides more detail regarding the individual fund budgets.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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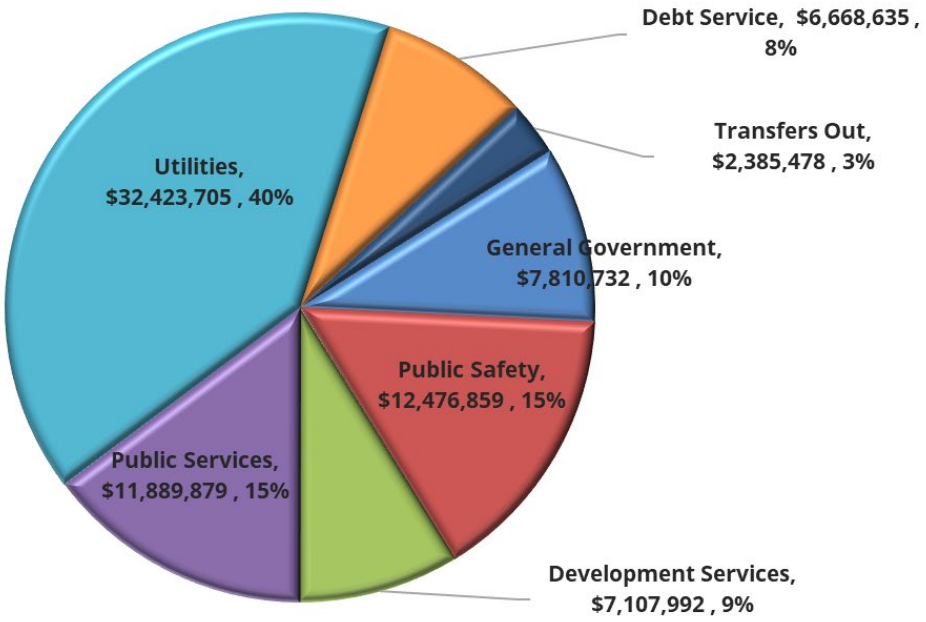
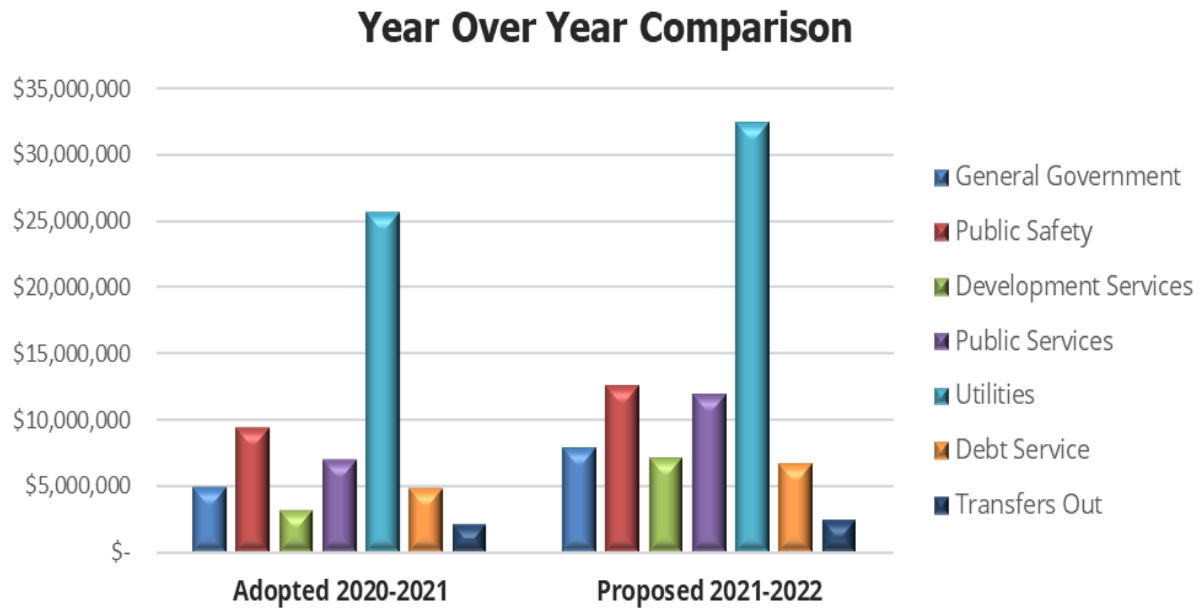
The following charts reflect the percentage cost of operations by operational function of the City:



Operating costs are broken down in the following chart for the City's core operating funds comparing this year to last year:



Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Significant one-time expenditures totaling $4,687,454 as part of the projected FY2021-22 operating budget are as follows:

- Library Department - Radio Frequency Identification System (RFID) $30,000
- Development Services Department - Capital Vehicles $82,088
- Fire/EMS Department - Bunker Gear $105,000
- Streets Department - Street Construction $1,250,000
- Streets Department - Capital Equipment - Sand Spreader, Brine Tank and Sprayer $28,000
- Police Department - Capital Vehicles plus Capital Equipment $494,435
- Parks Department - Capital Vehicles $56,000
- Engineering Department - Contract Services $180,000
- Engineering Department - Capital Vehicles $30,000
- VERF Transfers - Capital Vehicles $849,624
- Water Department - Digital Radio System $164,000
- Water Department - Capital Equipment - Drop Trailer, Towable Air Compressor $51,307
- Water Department - Capital Vehicles $240,000
- Water Department - Meter Inventory $250,000
- Water Department - Contract Services $200,000
- Wastewater Department - Capital Vehicles $278,000
- Utility Billing Department - Capital Vehicles $35,000
- Trash and Recycling - Fall Cleanup Program $45,000
- Drainage/ Stormwater Department - Capital Vehicles $62,500
- Drainage/ Stormwater Department - Dump Truck-Trailer-Excavator $256,500

Personnel

Priorities addressed in this budget are to provide adequate funding to maintain service levels in the midst of population growth and to meet the expectations of community. Although staffing changes have occurred between departments, this proposed budget maintains last year's overall total and adds an additional thirty & one-half full-time equivalent employees. The total number of budgeted employees or FTE's (Full-time equivalents) is 238 for a salary with benefits cost of $20,903,735 million (includes new positions) in FY 22.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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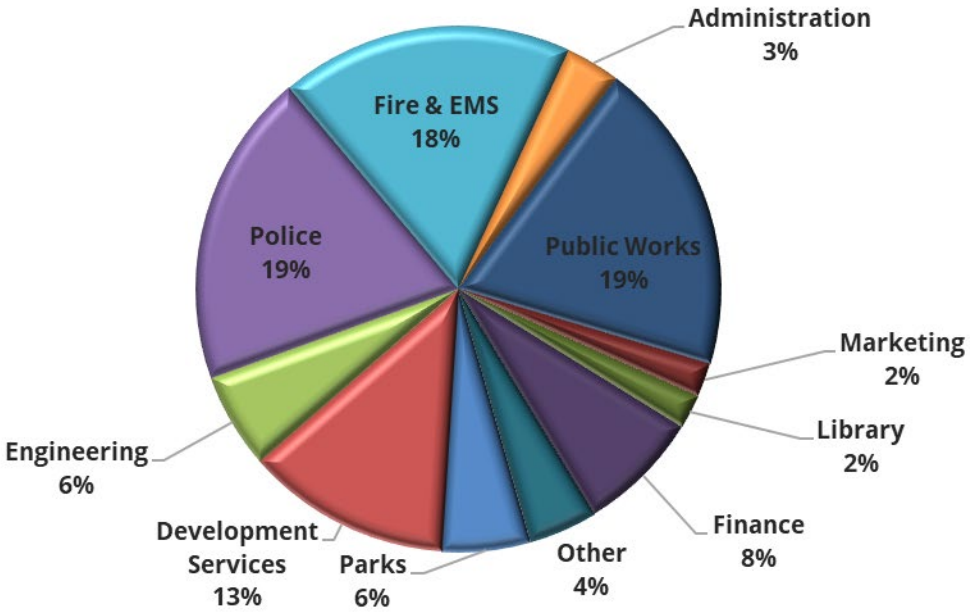
This proposed budget includes a step increase for general service employees on the updated step plan implemented in FY 2021. The police and fire departments are implementing a new step plan in FY 2022.

This increase of personnel is reflective of the rapid growth of both residents and businesses occurring in Celina and the desire to maintain the best level of service and safety for the people of the city.

The following chart is a breakout by service area across the City:



The main operational cost increases can be attributed to the following over last year's adopted budget as follows:

- New Personnel, including Compensation and Benefits (30) $2,437,241

General Government

- Information Technology Technician – IT
- Management Assistant – Administration
- Special Events Manager – Marketing

Public Safety

- Management Assistant – Fire/EMS
- Police Officers (4) – PD

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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- Training Police Corporal – PD
- Crime Reduction Unit Officer – PD
- School Resource Sergeant
- School Resource Officer – PD
- Criminal Investigation Division Lieutenant – PD

Public Services

- Street Maintenance Crew Leader – Public Works
- Street Maintenance Technician I – Public Works
- Library Supervisor – Library
- Library Assistant (Part-Time) – Library
- Parks Superintendent – Parks
- Athletic Supervisor – Parks

Development Services

- Senior Inspector – Engineering
- Planning Director – Development Services
- Assistant Building Official – Development Services
- Lead Building Inspector – Development Services
- Code Enforcement Officer – Development Services

Utilities

- Water Quality Technician – Public Works
- Water Line Locator – Public Works
- Wastewater Collection Crew Leader – Public Works
- Wastewater Operator – Public Works
- Utility Customer Service Meter Reader – Public Works
- Stormwater Drainage Maintenance Worker – Public Works
- Stormwater Drainage Crew Leader – Public Works

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Texas Municipal Retirement System (TMRS)

Texas Municipal Retirement System ("TMRS"), a statewide administered pension plan, is a "cash balance plan" in which members make regular contributions to individual accounts that are matched with employer contributions and supplemented with investment income. TMRS covers 887 cities, and each city can design a benefit plan to meet its needs and cost structure.

The City provides pension benefits for all of its full-time employees through TMRS. The City continues to contribute 100% of its annual required contribution (ARC) at an actuarially determined rate and is solid. Both the employees and the City make contributions monthly. The City's TMRS plan is a 2 to 1 matching ratio with a 5-year vesting period. Service eligibility for retirement is age 60 with 5 years of service or any age with 20 years of service.

United Healthcare Insurance Company (UHC)

The City provides health, dental and vision insurance to its full-time employees. United Healthcare Insurance Company offers two different plans for employees to choose from.

The City provides a paid long term disability plan and offers full time employees an opportunity to purchase short term disability coverage as well. The payroll department offers administrative assistance to employees that obtain supplemental disability insurance through payroll deductions.

Fund Balance and Reserve

There are multiple areas of reserves built into the budget. By ordinance, the City is required to maintain a 25% General Fund Balance. For FY22, this amount is approximately $7.66 million. Revenues to pay for services are typically delayed due to the timing of growth and the new growth showing up on the tax rolls. This means that while the expenses for new growth are immediate, the revenues follow a few years later.

The Water/Wastewater fund predicts a working capital reserve of $10.6 million which is approximately 40% of FY 2022 revenue received or 146 days of working capital. The Water/Wastewater Fund has multiple revenue sources; however, the main source of revenue is generated by water sales therefore is rate sensitive. Every effort is made to keep rate increases at a minimum with the last rate increase adopted in FY 2020.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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General Fund

General Fund revenues and budgeted transfers are estimated at $28,005,706 for FY22. This is an increase of 27.37% or $6,017,540 over FY21. The main source of revenue into the general fund are ad valorem and sales taxes which are forecast at 47% of the total general fund revenue is fiscal year 2022. This growth is a contributed to the continued commercial development, new construction values, appreciation in property values and population growth in the area.

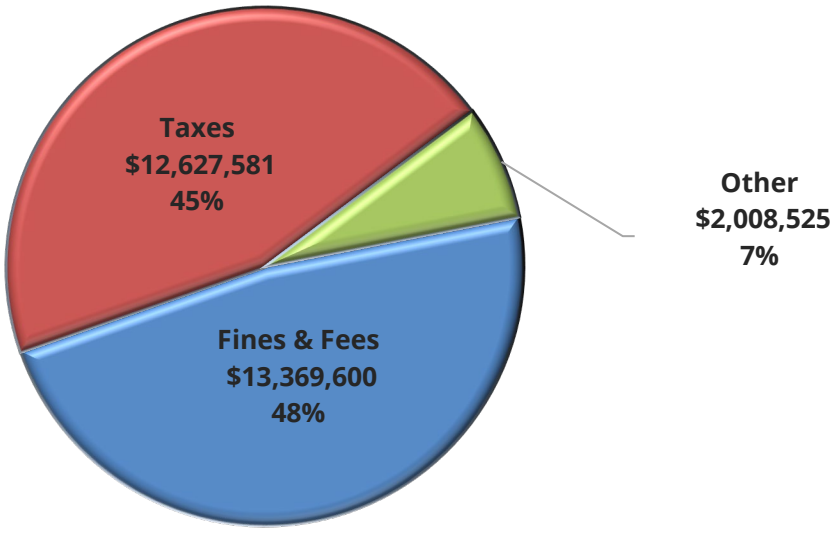
The General Fund is the fund that encompasses the basic services of municipal government. These services include Police, Fire, Streets, Development Services, Parks, Public Works, Administration, and all other internal services.

General Fund operating expenditures total $28,844,015 before transfers out. With transfers, the total General Fund budget for FY22 is $29,693,639. This budget is a 33.49% increase or $7,450,334 more than FY21 budget.

General Fund transfers out to other funds in FY21 was adopted at $635,725. FY22 will see an increase of 33.6% or $213,899 to a proposed amount of $849,624.

The following chart is representative of the revenues supporting general operations:

FY 2021 – 2022 General Fund Revenue



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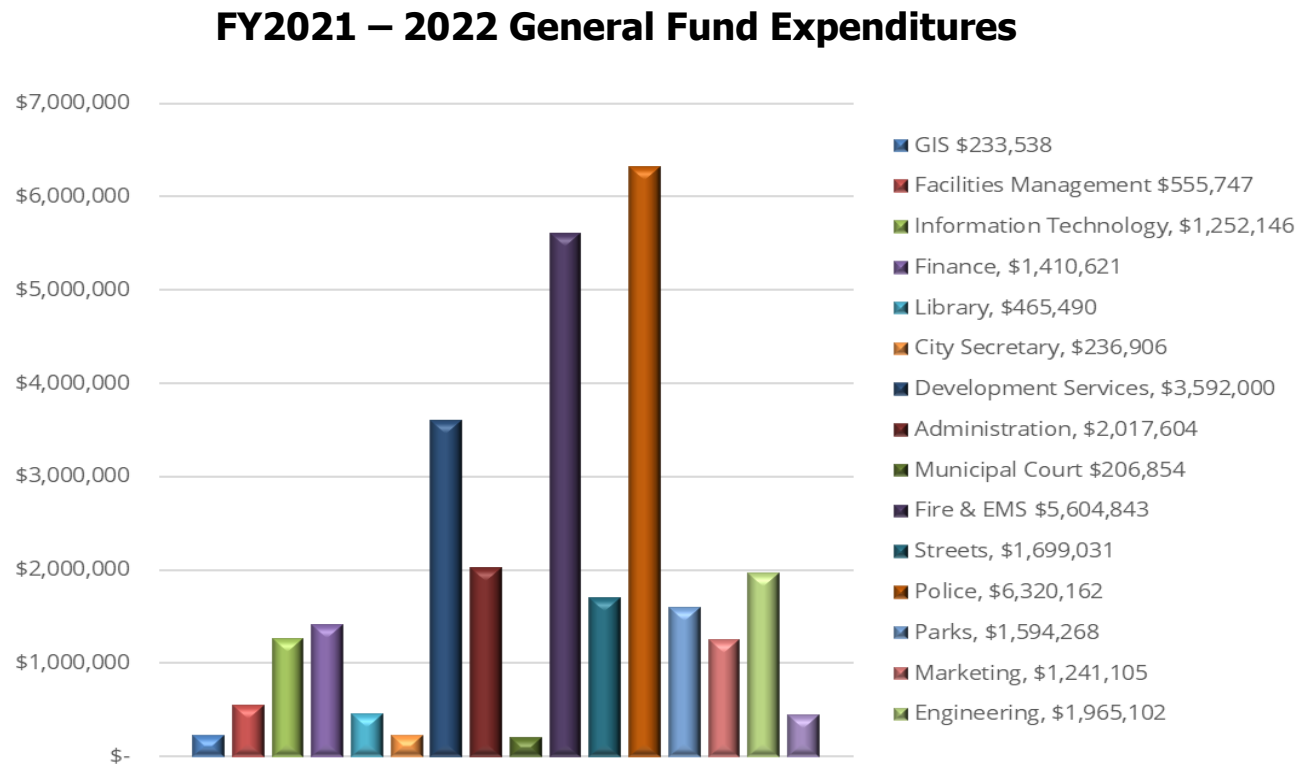
The following chart is representative of the expenditures of the General Fund:



Like most municipal organizations, Public Safety makes up the largest cost center of general-purpose operations with a combined budget of $12.13 million or 42.06% of the total General Fund Budget anticipated in the new fiscal year. These services include police, fire, and ems costs. By category, personnel costs represent about 68%, which is a slight decrease from FY2020-21 adopted personnel costs of 71% of the General Fund operating budget.

The three largest departments of the general operating budget are Development Services, Fire/EMS and Police. For FY22, Development Services will have a total of 28 personnel with a proposed operating budget of $3.6 million. Development Services handles permitting, zoning, building inspections, etc. and are estimating a total of 2,983 residential building permits for the City for the 2020-2021 budget year. Development Services represents 12.45% of the overall general operating fund budget.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Fire/EMS will have a total of 43 personnel with a proposed operating budget of $5.6 million and provides emergency services to the City of Celina. This department makes up 19.43% of the overall general operating fund budget for the upcoming year. In FY2021, Fire & EMS held their first citizens fire academy and had 15 residents participate and complete the course. Additionally, the city purchased both a new fire engine and ambulance for Fire/EMS and a new training division was created for the department. The City has applied for the SAFER grant for 21 firefighters. These expenditures have not been included as the City is still waiting on the awarding of the grant.

The Police Department provides public safety services for the city and will have a total of 46 personnel for the proposed budget in 2022. The Police Department's proposed budget for 2022 is $6.5 million and amounts to 22.63% of the general operating budget. The Police Department held its first citizens police academy and had 13 residents complete the course. The Police Department will begin a new school resource officer program before the end of the 2021 budget year.

The City of Celina utilizes a conservative strategy when projecting revenues and expenditures. Revenue and expenditure patterns are closely monitored so that adjustments can be made readily throughout the year with amendments going before the City Council for approval.

Water/Wastewater Fund

The Water/Wastewater Fund ("the utility system") is 100% self-supporting with rates and charges sufficient to cover operating, debt and various scheduled capital outlay purchases and capital infrastructure projects. The City operates a full-service utility with water production and distribution, sewer collection and treatment as well as meter billing and collection. The Water and Sewer Fund operates as a business enterprise and utilizes full accrual accounting.

The Water and Sewer Fund segregates and distinguishes water operations and sewer operations and works toward making each operation self-supporting.

The total Water/Wastewater Fund revenues from rates, fees, and charges as well as miscellaneous revenues is expected to be $24,570,300. It is expected that total revenues will be 22.36% more than the prior year budget due to growth in residential and commercial connections to the City's utility system.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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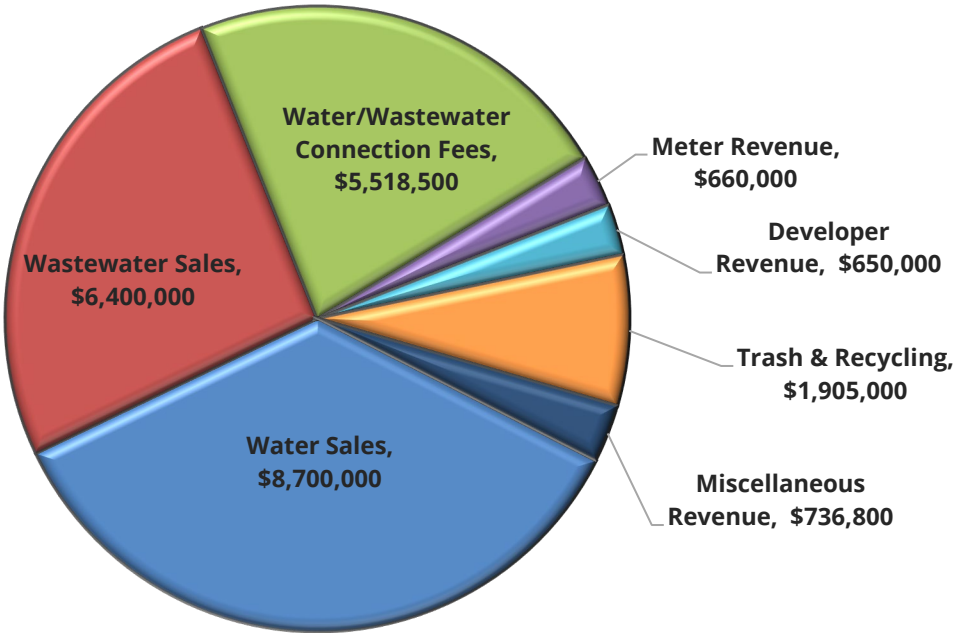
The City does assess and collect water and sewer developer impact fees to help pay the costs of infrastructure associated with new development for both commercial and residential development.

The following chart reflects the sources of revenue supporting the City's utility system:

FY2021 – 2022 Water/Wastewater Fund Revenue



Other fees and charges are related to services performed in the field for new connections as well as penalties and interest on late payments and disconnects. Other financing sources include impact fees and other developer contributions. The Water/Wastewater expenses for operations, debt, transfers, infrastructure improvements, and capital items total $25,831,287.

The Water/Wastewater fund balance was strategically drawn down to purchase one-time capital expenditures and to create and fully fund a new Vehicle and Equipment Replacement (VERF) Fund for the Enterprise funds.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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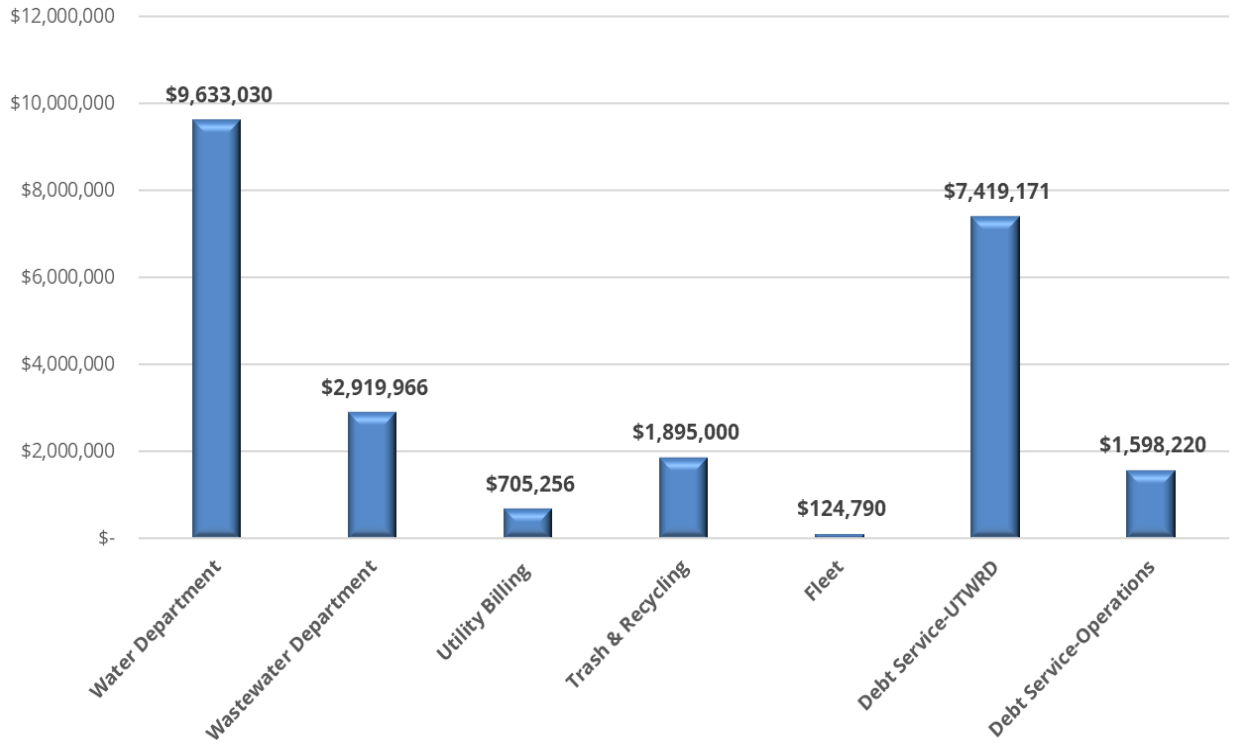
The following graph reflects the uses of funds in the City's Water/Wastewater Fund:



The budget includes a pass-through increase for water purchased through Upper Trinity Regional Water District (UTRWD). The rate for purchased water increased 7.76% per 1,000 gallons. The total debt service obligation for the Doe Branch plant expansion and joint facilities debt is expected to be for a total of $1,598,220 and is a combination of the Doe Branch debt payment of $1,490,400 and $107,155 in joint facilities debt. In fiscal year 2021-2022 the debt service requirements will decrease $321,140 or 16.73% over Fiscal Year 2020-2021.

Integrity Fund

This fund helps with the beautification of the City of Celina. The revenue collected are allocated for improvements for sidewalks, street landscaping, signage, lighting, and façade improvements as well as music on the square and public art. The funding for this fund comes predominantly from leases the City has on its tower facilities with a minor portion driving from development fees. The FY22 revenue is approximately $337,000 and expenditures from operations are $170,000. Projected costs to be incurred in FY22 include Façade Grants, Neighborhood Integrity, Music on the Square, Public Art, and Arbor Day Trees.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Capital Acquisition Fund

The Capital Acquisition Fund is a fund that Celina uses to allocate a portion of surplus revenues into for future capital expenditures. Fiscal Year 2021-2022 scheduled expenditures include but not limited to:

- Fire Station Emergency Signal $200,000
- Fire Station Emergency Operations Center $85,000
- Information Technology Network Replacement $160,000
- Street Signal Flashers $50,000
- Wayfinding $150,000
- Pole Surveillance Cameras $20,000
- Crowd Control/Tactical Equipment $20,000

Capital Improvement Fund

In FY2021, the City of Celina funded capital project needs through a series of General Obligation and Water/Sewer Certificates totaling $95.5 million. Projects are completed through a phased approach and are based on identified needs as the city continues to grow. The bond expenditures from 2021 issuances for fiscal year 2021-2022 total $60,712,272. The city is also continuing to appropriate funds from 2018 and 2019 issuances and are expected to expense $11.5 million in the coming year.

The total capital expenses from bond proceeds for 2021-2022 are $72,212,272 which represents a 46.89% of total proposed appropriations.

The following is a list of some of the major projects that the engineering department has slated for the coming fiscal year expected:

- City Hall expansion
- Senior Citizen building
- Sutton Fields Fire Station
- Law Enforcement Center
- Downtown Patio Plaza

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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- Rowdy Park (all-inclusive playground)
- Preston Road Lighting – Glendenning to Stambaugh
- 2.0 MGD Downtown Wastewater Treatment Plant (expansion)
- UTRWD Doe Branch Interceptor expansion
- Sunset Lift Station
- High Point Lift Station (upgrade)
- 0.95 MGD Dynavest Wastewater Treatment Plant (new)
- Coit Road Water Line
- Downtown Community Parking Lot
- Coit Road Water Line – Sunset to CR 100
- 36" Water Line – Celina Road to J Fred Smith Parkway
- Oklahoma Wastewater Line upgrade
- Maryland Drainage improvements
- Coit Road – Frontier to Vest Lane
- High Pressure Side Pump Station (new)
- 36" Water Line – High Pressure
- Beech Street – Louisiana to Oklahoma

Tax Increment Reinvestment Zone (TIRZ)

A tax increment reinvestment zone or TIRZ is created as an ordinance of the City Council of the City of Celina, Texas, designating a contiguous geographic area within the city as a reinvestment zone pursuant to Chapter 311 of the Texas Tax Code, to be known as a reinvestment zone, describing the boundaries of the zone, creating a board of directors for the zone, establishing a tax increment fund for the zone, containing findings related to the creation of the zone, providing a date for the termination of the zone, providing that the zone take effect immediately upon passage of the ordinance, providing a severability clause and providing an effective date.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Table of TIRZs in which City of Celina participates:

TIRZ #	Name	Year Created	TIRZ Participation	FY 2018-2019 Collections FY 2029-2020 TIRZ Payments	FY 2019-2020 Collections FY 2020-2021 TIRZ Payment*	FY 2020-2021 Collections FY 2021-2022 TIRZ Payment Accrual*
2	Creeks of Legacy	2014	74.63%	$ 324,221.14	$ 460,323.71	$ 669,738.40
3	Wells South (Lilyana)	2016	70.00%	$ -	$ 330,000.00	$ 467,539.02
4	Sutton Fields	2017	13.22%	$ 22,766.05	$ 57,662.36	$ 100,644.74
5	Old Celina Limited	2016	50.00%	$ -	$ 2,400.00	$ 33,348.93
6	Glen Crossing	2016	44.48%	$ 30,767.53	$ 83,407.06	$ 141,882.38
7	Ownsby Frms	2016	34.60%	$ 13,017.62	$ 37,297.01	$ 106,804.19
8	Sutton Fields II	2017	7.76%	$ 443.95	$ 9,367.36	$ 34,521.42
9	The Columns	2017	34.20%	$ 1,778.78	$ 4,175.85	$ 31,111.59
10	Chalk Hill	2017	34.20%	$ -	$ 4,026.93	$ 7,263.49
			Grand Total	**$ 392,995.07**	**$ 988,660.28**	**$ 1,592,854.16**

*Not figures, estimate projections for TIRZ budgeting purposes.
Figures provided by Municap, Inc.

TIRZ #11

TIRZ #11 for Downtown Celina consists of approximately 687 acres and funding that supports the Downtown Celina TIRZ is based on the incremental increase of property taxes and sales taxes generated within its boundaries and is supported by City of Celina, Economic Development Corporation (EDC), Community Development Corporation (CDC), and Collin County. TIRZ #11 was established in 2017 upon the termination of TIRZ #1. In 2017, the taxable base was $86,443,673. For 2021, the TIRZ estimated value of $153,163,582 represents an increase of $31,822,286 or 26.23%.

Debt

The purpose of this fund is to record property taxes levied and collected for the purpose of paying annual principal and interest payments on debt obligations with a legally binding pledge to repay with a commitment of an annual tax levy against property values certified by the Denton County Appraisal District. The property tax rate of $0.645 cents per $100 dollars of taxable value levied for FY 2022 has been proposed for adoption by City Council on September 14, 2021.

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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The following is a list of all debt obligations:

Bond Series	Obligation	Maturity Date	Callable Date	Principal	Interest	Total Outstanding (09-30-2021)	P&I Due 2021-2022
General Debt							
Series 2014	Certificates of Obligation	9/30/2034	9/1/2024	2,320,000.00	692,900.00	3,012,900.00	213,512.50
Series 2015	Certificates of Obligation	9/30/2035	9/1/2025	1,845,000.00	817,850.00	2,662,850.00	177,100.00
Series 2016	Certificates of Obligation	9/30/2036	9/1/2026	1,460,000.00	241,750.00	1,701,750.00	263,500.00
Series 2017	Certificates of Obligation	9/30/2037	9/1/2027	3,775,000.00	1,090,712.50	4,865,712.50	280,887.50
Series 2018	Certificates of Obligation	9/30/2032	9/1/2028	3,795,000.00	967,850.00	4,762,850.00	320,100.00
Series 2018	General Obligation Refunding Bonds	9/30/2038	9/1/2028	19,275,000.00	8,095,837.50	27,370,837.50	1,417,787.50
Series 2019	Certificates of Obligation	9/30/2039	9/1/2027	4,440,000.00	1,420,218.88	5,860,218.88	127,018.76
Series 2021	Certificates of Obligation	9/30/2041	9/1/2030	29,675,000.00	8,688,773.00	38,363,773.00	1,213,060.42
Series 2021	General Obligation Refunding Bonds	9/30/2033	9/1/2030	7,290,000.00	1,167,105.00	8,457,105.00	836,800.00
Series 2021A	Certificates of Obligation	9/30/2041	9/1/2030	30,610,000.00	11,009,461.94	41,619,461.94	995,611.94
				$ 104,485,000.00	$ 34,192,458.82	$138,677,458.82	$ 5,845,378.62
Water/Wastewater							
Series 2012	General Obligation Refunding Bonds	9/30/2023	----------	1,305,000.00	77,400.00	1,382,400.00	440,350.00
Series 2014A	Certificates of Obligation	9/30/2024	----------	1,235,000.00	82,680.00	1,317,680.00	329,777.50
Series 2014	Certificates of Obligation	9/30/2034	9/1/2024	2,080,000.00	449,312.50	2,529,312.50	338,550.00
Series 2015	Certificates of Obligation	9/30/2035	9/1/2025	11,065,000.00	5,283,800.00	16,348,800.00	874,450.00
Series 2016	Certificates of Obligation	9/30/2036	9/1/2026	6,960,000.00	1,994,187.58	8,954,187.58	268,268.76
Series 2017	Certificates of Obligation	9/30/2037	9/1/2027	4,540,000.00	1,317,531.42	5,857,531.42	337,368.76
Series 2018	Certificates of Obligation	9/30/2038	9/1/2028	29,310,000.00	12,174,900.00	41,484,900.00	2,296,250.00
Series 2018	General Obligation Refunding Bonds	9/30/2032	9/1/2028	800,000.00	169,500.00	969,500.00	75,350.00
Series 2019	Certificates of Obligation	9/30/2039	9/1/2028	17,715,000.00	5,665,700.00	23,380,700.00	506,750.00
Series 2021	Certificates of Obligation	9/30/2041	9/1/2030	27,810,000.00	7,808,389.09	35,618,389.09	1,779,345.31
				$ 102,820,000.00	$ 35,023,400.59	$137,843,400.59	$ 7,246,460.33
Public Improvement District							
Series 2014A	Certificates of Obligation	9/30/2024	----------	80,000.00	5,300.00	85,300.00	21,590.00
Series 2015	Certificates of Obligation	9/30/2035	9/1/2025	980,000.00	458,250.00	1,438,250.00	82,150.00
Series 2016	Certificates of Obligation	9/30/2035	9/1/2026	300,000.00	73,600.00	373,600.00	23,600.00
Series 2018	Certificates of Obligation	9/30/2035	9/1/2028	500,000.00	176,731.40	676,731.40	45,368.76
				$ 1,860,000.00	$ 713,881.40	$ 2,573,881.40	$ 172,708.76
CDC & Park Fees							
Series 2019	Certificates of Obligation	9/30/2039	9/1/2028	12,030,000.00	3,577,331.38	15,607,331.38	821,106.26
				$ 12,030,000.00	$ 3,577,331.38	$ 15,607,331.38	$ 821,106.26

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

FY 2021 - 2022
City Fund Summary

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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COMBINED BUDGET SUMMARY

FY 2021-2022

	General Operating		Enterprise				Special Revenue			
	General Fund (102)	Debt Service (103)	Water/Wastewater (202)	Utility Impact, Water/Sewer Capital Recovery (206, 209, 210)	Stormwater Drainage (208)	Utility Vehicle & Equipment Replacement (213)	Park Fee (109)	Court Security/Tech (118, 119)	Technology (122)	Integrity (123)
Beginning Fund Balances	$ 9,348,977	$ 2,212,549	$ 11,921,567	$ 23,140,645	$ 765,724	$ 906,895	$ 3,225,390	$ 105,917	$ 385,043	$ 426,7
Revenues:										
Ad Valorem Taxes	9,910,581	5,291,030	-	-	-	-	-	-	-	
Sales Taxes	2,100,000	-	-	-	-	-	-	-	-	
Franchise & Other Taxes	617,000	-	-	-	-	-	-	-	-	
Licenses & Permits	10,022,000	-	-	-	-	-	-	-	-	
Rates, Fees and Charges	3,347,600	-	24,018,900	4,000,000	780,000	-	1,200,000	5,000	-	335,(
Intergovernmental	-	-	-	-	-	-	-	-	-	
Miscellaneous	954,805	-	426,400	-	-	-	-	-	200,000	
Interest	150,000	25,000	125,000	100,000	6,500	1,000	25,000	100	1,500	2,(
Transfers In	903,720	-	-		300,000	332,134	-	-	-	
Total Revenues:	$ 28,005,706	$ 5,316,030	$ 24,570,300	$ 4,100,000	$ 1,086,500	$ 333,134	$ 1,225,000	$ 5,100	$ 201,500	$ 337
Expenditures:										
General Government	5,921,622	-	-	-	-	-	-	-	100,000	170,(
Public Safety	12,131,859	-	-	-	-	-	-	20,000	-	
Development Services	3,825,538	-	-	-	-	-	-	-	-	
Public Services	6,964,996	-	-	-	-	-	2,500,000	-	-	
Utilities	-	-	24,295,433	7,000,000	1,078,543	49,729	-	-	-	
Debt Service	-	6,668,635	-	-	-	-	-	-	-	
Transfers Out	849,624	-	1,535,854	-	-	-	-	-	-	
Total Expenditures	$ 29,693,639	$ 6,668,635	$ 25,831,287	$ 7,000,000	$ 1,078,543	$ 49,729	$ 2,500,000	$ 20,000	$ 100,000	$ 170,(
Ending Fund Balance	$ 7,661,044	$ 859,944	$ 10,660,580	$ 20,240,645	$ 773,681	$ 1,190,300	$ 1,950,390	$ 91,017	$ 486,543	$ 593,7

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

COMBINED BUDGET SUMMARY

FY 2021-2022

		Governmental/Capital Improvement							TIRZ	Component Units		
MainStreet (112)	Developer Park Fees (450, 451)	Street Construction (106)	Roadway Impact Fee (107)	Vehicle & Equipment Replacement (113)	Capital Acquisition (120)	Road Capital Recovery Fee (121)	Capital Improvement Program (618,619,719)	Capital Improvement Program (621,621A,721)	TIRZ 11 (311)	EDC (401)	CDC (402)	Total Proposed Budget
$ 92,593	$ 1,226,575	$ 950,000	$ 2,855,141	$ 3,741,506	$1,314,585	$ 5,247,778	$13,652,362	$60,712,272	$ 392,767	$ 1,514,494	$ 2,421,906	$ 146,561
-	-	-	-	-	-	-	-	-	-	-	-	15,201
-	-	-	-	-	-	-	-	-	-	1,150,000	1,115,000	4,365
-	-	-	-	-	-	-	-	-	-	-	-	617
-	-	-	-	-	-	-	-	-	-	-	-	10,022
-	1,545,991	-	300,000	-	-	1,000,000	-	-	-	-	-	36,532
-	-	-	-	-	-	-	-	-	439,657	200,000	-	639
65,000	-	-	-	-	-	-	-	-	-	3,000	-	1,649
900	5,000	-	8,000	15,000	10,000	15,000	200,000	-	500	15,000	15,000	720
-	-	-	-	849,624	-	-	-	-	-	-	-	2,385
$ 65,900	$ 1,550,991	$ -	$ 308,000	$ 864,624	$ 10,000	$ 1,015,000	$ 200,000	$ -	$ 440,157	$ 1,368,000	$ 1,130,000	$ 72,13
93,000	-	-	-	-	160,000	-	-	-	-	1,366,110	-	7,810
-	-	-	-	-	325,000	-	-	-	-	-	-	12,476
-	-	-	1,000,000	67,454	215,000	2,000,000	-	-	-	-	-	7,107
-	1,028,491	850,000	-	96,392	50,000	-	3,000,000	45,781,754	400,000	-	-	60,671
-	-	-	-	-	-	-	8,500,000	14,930,518	-	-	-	55,854
-	-	-	-	-	-	-	-	-	-	-	-	6,668
-	-	-	-	-	-	-	-	-	-	-	-	2,385
$ 93,000	$ 1,028,491	$ 850,000	$ 1,000,000	$ 163,846	$ 750,000	$ 2,000,000	$11,500,000	$60,712,272	$ 400,000	$ 1,366,110	$ -	$ 152,975
$ 65,493	$ 1,749,075	$ 100,000	$ 2,163,141	$ 4,442,284	$ 574,585	$ 4,262,778	$ 2,352,362	$ 0	$ 432,924	$ 1,516,384	$ 3,551,906	$ 65,718

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

FY 2021 - 2022
Proposed Fund Budgets

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Fund Statements
General Operating Funds
Proposed Budget
FY 2021 - 2022

Fund #	
102	General Fund
103	General Debt Service Fund

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

General Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 102

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$11,126,307**	**$ 8,865,847**	**$ 8,865,847**	**$ 8,865,847**	**$ 9,348,977**
Revenues					
Fines & Fees	$ 10,641,623	$ 9,191,000	$ 9,843,560	$ 14,605,556	$ 13,369,600
Taxes	9,561,315	10,669,098	10,669,098	10,415,695	12,627,581
Grants	665,327	483,840	483,840	791,696	30,000
Contributions & Donations	68,657	184,500	247,860	252,324	230,550
Interest Income	222,340	260,000	260,000	125,000	150,000
Other Revenue	465,657	341,000	486,800	513,042	694,255
Total Revenues	**$21,624,920**	**$21,129,438**	**$21,991,158**	**$26,703,313**	**$ 27,101,986**
Expenditures					
GIS	$ 137,811	$ 227,544	$ 224,802	$ 204,802	$ 233,538
Facilities Management	370,177	464,879	496,967	459,317	555,747
Information Technology	685,441	789,741	961,099	961,099	1,252,146
Finance	936,186	1,037,823	1,179,685	1,121,953	1,410,621
Library	245,652	301,860	303,660	303,503	465,490
City Secretary	141,264	291,448	304,468	288,573	236,906
Development Services	2,075,837	2,374,344	3,082,196	2,922,120	3,592,000
Administration	1,332,384	1,314,855	1,612,742	1,601,283	2,017,604
Municipal Court	163,760	204,793	205,393	205,393	206,854
Fire & EMS	4,510,549	4,815,744	5,110,883	5,109,859	5,604,843
Streets	974,766	1,314,697	1,745,102	1,719,603	1,699,031
Police	3,327,589	4,335,446	4,748,492	4,735,174	6,320,162
Parks	1,129,361	1,614,749	1,663,507	1,663,507	1,594,268
Marketing	321,378	453,097	539,587	529,105	1,241,105
Engineering	1,301,078	1,619,416	1,946,041	1,935,451	1,965,102
Human Resources	245,030	447,644	445,544	445,944	448,598
Total Expenditures	**$17,898,263**	**$21,608,080**	**$24,570,168**	**$24,206,686**	**$ 28,844,015**
Excess (deficiency) of revenues over (under) expenditures	**$14,852,963**	**$ 8,387,205**	**$ 6,286,837**	**$11,362,474**	**$ 7,606,948**
Other Financing Sources (Uses)					
Transfers In	$ 1,223,580	$ 858,728	$ 858,728	$ 858,728	$ 903,720
Transfers Out	7,210,696	635,725	2,872,225	2,872,225	849,624
Total other financing sources (uses)	**$ (5,987,116)**	**$ 223,003**	**$ (2,013,497)**	**$ (2,013,497)**	**$ 54,096**
Fund Balance, End of Year	**$ 8,865,847**	**$ 8,610,208**	**$ 4,273,340**	**$ 9,348,977**	**$ 7,661,044**

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Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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General Fund
Revenue Summary
Fund 102

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
REVENUES					
4100 SALES TAX	$ 1,814,794	$ 1,545,000	$ 1,545,000	$ 2,188,000	$ 2,300,000
4101 PROPERTY TAX-CURRENT	8,398,848	10,216,085	10,216,085	10,216,085	12,353,418
4102 PROPERTY TAX-TIRZ	(1,300,286)	(1,629,491)	(1,629,491)	(2,476,844)	(2,584,537)
4103 PROPERTY TAX-DELINQUENT	161,126	140,504	140,504	140,504	141,700
4104 SALES TAX REBATE	(124,670)	(120,000)	(120,000)	(200,000)	(200,000)
4105 FRANCHISE TAXES - ELECTRICITY	424,965	310,000	310,000	340,000	400,000
4106 FRANCHISE TAXES - GAS	124,528	130,000	130,000	146,950	150,000
4107 FRANCHISE TAXES - TELEPHONE	13,183	38,000	38,000	15,000	15,000
4108 FRANCHISE TAXES - CABLE TV	39,927	32,000	32,000	35,000	40,000
4112 MIXED BEVERAGE TAX	8,899	7,000	7,000	11,000	12,000
4200 PERMITS	7,647,926	6,500,000	6,902,560	11,500,000	10,000,000
4201 DEVELOPMENT FEES	152,818	150,000	250,000	150,000	150,000
4202 CONSTRUCTION INSPECTION FEES	782,087	500,000	500,000	750,000	700,000
4210 PROFESSIONAL STUDY FEES	-	-	-	-	100,000
4300 COURT FINES	86,972	85,000	85,000	85,000	90,000
4301 COURT FINES TIME PAY	404	1,000	1,000	600	600
4302 COURT FINES DEF DISPOSITION	50,964	50,000	50,000	45,000	50,000
4305 CREDIT CARD FEES	102,110	80,000	230,000	400,000	400,000
4310 EMS SERVICE FEES	373,836	375,000	375,000	315,000	350,000
4311 FIRE INSPECTION FEES	18,550	500	500	4,800	3,000
4312 ALARM PERMIT FEES	48,155	22,000	22,000	21,900	22,000
4313 MUD1 FIRE/EMS AND POLICE FEES	1,234,980	1,300,000	1,300,000	1,212,000	1,300,000
4314 HEALTH INSPECTION FEES	5,440	15,000	15,000	4,000	5,000
4315 PID ADMINISTRATION FEES	130,695	112,500	112,500	112,500	199,000
4318 FIELD/PAVILLION RENTAL FEE	-	-	-	-	-
4329 LIEN RELEASE FEE	6,687		-	4,756	-
4400 INTEREST INCOME	222,340	260,000	260,000	125,000	150,000
4502 SAFER GRANT	636,372	483,840	483,840	742,000	-
4506 FAMILY AND CHILD VIOLENCE GRANT	28,955	-	-	49,696	30,000
4604 LIBRARY DONATIONS	1,691	1,500	1,500	1,826	1,500
4610 COUNTY LIBRARY FUNDS	18,265	18,000	18,000	16,549	18,000
4611 CONTRIBUTIONS	43,600	115,000	115,000	100,000	41,050
4612 CITY SPONSORED EVENTS DONATIONS	5,102	50,000	113,360	133,949	2,000
4613 CRAFT AND CORK	-	-	-	-	11,500
4621 CAJUN FEST	-	-		-	113,000
4622 BEWARE	-	-	-	-	8,000
4623 CHRISTMAS ON THE SQUARE	-	-	-	-	10,500
4624 SPLASH N BLAST	-	-	-	-	25,000
4700 POLICE REPORTS	872	1,000	1,000	700	1,000
4702 COUNTY REBATE OF CHILD SAFETY	8,672	-	-	4,221	2,000
4703 COLLIN CO FIREMAN'S ASSOC	75,359	75,000	75,000	75,000	75,000
4704 DENTON CO FIREMAN'S ASSOC	10,000	10,000	10,000	10,000	10,000
4707 INSURANCE PROCEEDS	365	-	-	9,398	-
4710 PARK FACILITIES USAGE REVENUE	169,792	200,000	200,000	200,000	216,455
4711 PARK CONCESSION STAND REVENUE	24,191	25,000	25,000	35,000	44,000
4712 MERCHANDISE SALES	4,994	-	-	2,922	-
4715 KEEP CELINA BEAUTIFUL PROJECT	5,000	5,000	5,000	5,000	5,000
4722 INTERGOVERNMENTAL REVENUE	44,636		145,800	145,800	145,800
4758 REIMBURSEMENT - OTHER	-	-	-	-	-
4795 BANK RECON FORCE BALANCE	-	-		-	-
4799 MISCELLANEOUS REVENUE	121,776	25,000	25,000	25,000	195,000
4900 TRANSFERS IN	1,223,580	858,728	858,728	858,728	903,720
TOTAL REVENUES	**$ 22,848,500**	**$ 21,988,166**	**$ 22,849,886**	**$ 27,562,041**	**$ 28,005,706**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Debt Service Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 103

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 2,497,665**	**$ 2,228,648**	**$ 2,228,648**	**$ 2,228,648**	**$ 2,212,549**
Revenues					
Taxes	$ 3,612,337	$ 4,385,480	$ 4,385,480	$ 4,458,695	$ 5,291,030
Interest Income	83,811	60,000	60,000	27,266	25,000
Other Revenue	153	-	-	-	-
Total Revenues	**$ 3,696,300**	**$ 4,445,480**	**$ 4,445,480**	**$ 4,485,961**	**$ 5,316,030**
Expenditures					
Principal	$ 2,132,744	$ 2,545,000	$ 2,545,000	$ 2,545,000	$ 2,605,000
Interest	2,525,000	2,063,666	2,063,666	1,954,910	4,061,485
Issuance Charges	592	-	-	-	-
Miscellaneous	216,867	-	-	2,150	2,150
Total Expenditures	**$ 4,875,203**	**$ 4,608,666**	**$ 4,608,666**	**$ 4,502,060**	**$ 6,668,635**
Excess (deficiency) of revenues over (under) expenditures	**$ 1,318,762**	**$ 2,065,462**	**$ 2,065,462**	**$ 2,212,549**	**$ 859,944**
Other Financing Sources (Uses)					
Transfers In	$ 1,019,602	$ -	$ -	$ -	$ -
Transfers Out	109,716	-	-	-	-
Total other financing sources (uses)	**$ 909,887**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 2,228,648**	**$ 2,065,462**	**$ 2,065,462**	**$ 2,212,549**	**$ 859,944**

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Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Fund Statements
Enterprise Funds
Proposed Budget
FY 2021 - 2022

Fund #	
202	Water/Wastewater Fund
203	Solid Waste Fund
206	Utility Impact Fee Fund
208	Stormwater Drainage Fund
209	Water Capital Recovery
210	Sewer Capital Recovery
213	Vehicle & Equipment Replacement Fund

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Water/Wastewater Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 202

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Working Capital, Beginning of Year	**$ 6,825,998**	**$ 9,517,011**	**$ 9,517,011**	**$ 9,517,011**	**$ 11,921,567**
Revenues					
Water Sales	$ 8,749,711	$ 9,500,000	$ 9,500,000	$ 8,000,000	$ 8,700,000
Wastewater Sales	5,543,872	5,800,000	5,800,000	6,300,000	6,400,000
Water/Wastewater Connection Fees	2,469,428	2,106,500	2,106,500	6,350,000	5,518,500
Meter Revenue	593,191	500,000	500,000	813,000	660,000
Developer Revenue	-	-	-	850,000	650,000
Trash & Recycling	1,016,257	1,527,728	1,527,728	1,650,000	1,905,000
Other Fines & Fees	169,623	170,000	170,000	180,000	185,400
Miscellaneous Revenue	235,596	226,600	396,600	48,759	426,400
Interest Income	239,605	250,000	250,000	125,000	125,000
Total Revenues	**$ 19,017,282**	**$ 20,080,828**	**$ 20,250,828**	**$ 24,316,759**	**$ 24,570,300**
Expenditures					
Water Department	$ 6,477,327	$ 8,021,825	$ 8,253,575	$ 8,269,807	$ 9,633,030
Wastewater Department	1,944,446	2,657,114	2,636,704	2,766,283	2,919,966
Utility Billing	311,315	358,169	442,140	448,148	705,256
Trash & Recycling	945,442	1,415,800	1,415,800	1,425,800	1,895,000
Fleet	-	-	-	30,000	124,790
Debt Service-UTWRD	5,619,407	5,629,667	5,629,667	5,787,182	7,419,171
Debt Service-Operations	1,074,720	1,919,360	1,919,360	1,919,360	1,598,220
Total Expenditures	**$ 16,372,657**	**$ 20,001,935**	**$ 20,297,246**	**$ 20,646,580**	**$ 24,295,433**
Excess (deficiency) of revenues over (under) expenditures	**$ 9,470,623**	**$ 9,595,904**	**$ 9,470,593**	**$ 13,187,190**	**$ 12,196,434**
Other Financing Sources (Uses)					
Transfers In	$ 760,000	$ 500,000	$ 500,000	$ 500,000	$ -
Transfers Out	713,612	858,728	1,765,623	1,765,623	1,535,854
Total other financing sources (uses)	**$ 46,388**	**$ (358,728)**	**$ (1,265,623)**	**$ (1,265,623)**	**$ (1,535,854)**
Working Capital, End of Year	**$ 9,517,011**	**$ 9,237,176**	**$ 8,204,970**	**$ 11,921,567**	**$ 10,660,580**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Water/Wastewater Impact & Capital Recovery Fee Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 206, 209, 210

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 12,991,559**	**$ 16,261,717**	**$ 16,261,717**	**$ 16,261,717**	**$ 23,140,645**
Revenues					
Water/Wastewater Impact Fees (206)	$ 3,620,891	$ 2,000,000	$ 2,000,000	$ 5,000,000	$ 2,000,000
Water Capital Recovery Fees (209)	1,509,241	575,000	575,000	2,000,000	1,000,000
Wastewater Capital Recovery Fees (210)	2,158,528	1,000,000	1,000,000	2,000,000	1,000,000
Interest Income (206, 209, 210)	213,641	200,000	200,000	100,000	100,000
Total Revenues	**$ 7,502,301**	**$ 3,775,000**	**$ 3,775,000**	**$ 9,100,000**	**$ 4,100,000**
Expenditures					
Water/Wastewater Impact Operations (206)	$ 2,055,636	$ 3,000,000	$ 3,000,000	$ 801,536	$ 5,000,000
Water Capital Recovery Operations (209)	43,000	1,000,000	1,000,000	919,536	1,000,000
Wastewater Capital Recovery Operations (210)	-	955,526	955,526	-	1,000,000
Total Expenditures	**$ 2,098,636**	**$ 4,955,526**	**$ 4,955,526**	**$ 1,721,072**	**$ 7,000,000**
Excess (deficiency) of revenues over (under) expenditures	**$ 18,395,224**	**$ 15,081,191**	**$ 15,081,191**	**$ 23,640,645**	**$ 20,240,645**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out (206, 209, 210)	2,133,506	500,000	1,000,000	500,000	-
Total other financing sources (uses)	**$ (2,133,506)**	**$ (500,000)**	**$ (1,000,000)**	**$ (500,000)**	**$ -**
Fund Balance, End of Year	**$ 16,261,717**	**$ 14,581,191**	**$ 14,081,191**	**$ 23,140,645**	**$ 20,240,645**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Stormwater Drainage Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 208

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 786,952**	**$ 776,730**	**$ 776,730**	**$ 776,730**	**$ 765,724**
Revenues					
Stormwater Fees	$ 620,588	$ 575,000	$ 575,000	$ 734,750	$ 780,000
Contributions	35,267	-	250,000	250,000	-
Interest Income	7,180	6,500	6,500	6,500	6,500
Total Revenues	**$ 663,035**	**$ 581,500**	**$ 831,500**	**$ 991,250**	**$ 786,500**
Expenditures					
Stormwater Drainage Operations	$ 48,909	$ 629,668	$ 1,002,668	$ 1,002,256	$ 1,078,543
Total Expenditures	**$ 48,909**	**$ 629,668**	**$ 1,002,668**	**$ 1,002,256**	**$ 1,078,543**
Excess (deficiency) of revenues over (under) expenditures	**$ 1,401,078**	**$ 728,562**	**$ 605,562**	**$ 765,724**	**$ 473,681**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ 300,000
Transfers Out	624,348	-	-	-	-
Total other financing sources (uses)	**$ (624,348)**	**$ -**	**$ -**	**$ -**	**$ 300,000**
Fund Balance, End of Year	**$ 776,730**	**$ 728,562**	**$ 605,562**	**$ 765,724**	**$ 773,681**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Utility Vehicle & Equipment Replacement Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 213

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ 906,895**
Revenues					
Miscellaneous Revenue	$ -	$ -	$ -	$ -	$ -
Interest Income	-	-	-	-	1,000
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,000**
Expenditures					
Capital Expenditures	$ -	$ -	$ -	$ -	$ 49,729
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ 49,729**
Excess (deficiency) of revenues over (under) expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ 858,166**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ 906,895	$ 906,895	$ 332,134
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ 906,895**	**$ 906,895**	**$ 332,134**
Fund Balance, End of Year	**$ -**	**$ -**	**$ 906,895**	**$ 906,895**	**$ 1,190,300**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Fund Statements
Special Revenue Funds
Proposed Budget
FY 2021 - 2022

Fund #	
109	Park Fee Fund
118	Court Security Fund
119	Court Technology Fund
122	Technology Fund
123	Integrity Fund
112	Main Street Fund

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Park Fee Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 109

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 4,454,315**	**$ 3,132,007**	**$ 3,132,007**	**$ 3,132,007**	**$ 3,225,390**
Revenues					
Park Fees	$ 2,343,250	$ 1,050,000	$ 2,000,000	$ 4,190,000	$ 1,200,000
Other Revenue	1,000,000	-	3,800,000	3,804,137	-
Interest Income	77,391	50,000	50,000	29,544	25,000
Total Revenues	**$ 3,420,641**	**$ 1,100,000**	**$ 5,850,000**	**$ 8,023,681**	**$ 1,225,000**
Expenditures					
Parks & Recreation	$ 4,119,534	$ 1,550,000	$ 5,500,000	$ 5,317,798	$ 2,500,000
Total Expenditures	**$ 4,119,534**	**$ 1,550,000**	**$ 5,500,000**	**$ 5,317,798**	**$ 2,500,000**
Excess (deficiency) of revenues over (under) expenditures	**$ 3,755,421**	**$ 2,682,007**	**$ 3,482,007**	**$ 5,837,890**	**$ 1,950,390**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	623,414	-	2,612,500	2,612,500	-
Total other financing sources (uses)	**$ (623,414)**	**$ -**	**$ (2,612,500)**	**$ (2,612,500)**	**$ -**
Fund Balance, End of Year	**$ 3,132,007**	**$ 2,682,007**	**$ 869,507**	**$ 3,225,390**	**$ 1,950,390**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Court Security/Technology Fund Budget
Revenues, Expenditures and Change in Fund Balance
Funds 118, 119

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 114,323**	**$ 120,491**	**$ 120,491**	**$ 120,491**	**$ 105,917**
Revenues					
Court Security/Technology Revenue	$ 7,036	$ 5,700	$ 5,700	$ 4,754	$ 5,000
Interest Income	1,254	100	100	671	100
Total Revenues	**$ 8,289**	**$ 5,800**	**$ 5,800**	**$ 5,426**	**$ 5,100**
Expenditures					
Municipal Court Administration	$ 2,121	$ 27,500	$ 27,500	$ 20,000	$ 20,000
Total Expenditures	**$ 2,121**	**$ 27,500**	**$ 27,500**	**$ 20,000**	**$ 20,000**
Excess (deficiency) of revenues over (under) expenditures	**$ 120,491**	**$ 98,791**	**$ 98,791**	**$ 105,917**	**$ 91,017**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 120,491**	**$ 98,791**	**$ 98,791**	**$ 105,917**	**$ 91,017**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Technology Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 122

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 119,069**	**$ 175,659**	**$ 175,659**	**$ 175,659**	**$ 385,043**
Revenues					
Technology Fees	$ 275,000	$ 200,000	$ 400,000	$ 424,700	$ 200,000
Interest Income	1,490	1,500	1,500	2,084	1,500
Total Revenues	**$ 276,490**	**$ 201,500**	**$ 401,500**	**$ 426,784**	**$ 201,500**
Expenditures					
Operations	$ 219,900	$ 100,000	$ 300,000	$ 217,400	$ 100,000
Total Expenditures	**$ 219,900**	**$ 100,000**	**$ 300,000**	**$ 217,400**	**$ 100,000**
Excess (deficiency) of revenues over (under) expenditures	**$ 175,659**	**$ 277,159**	**$ 277,159**	**$ 385,043**	**$ 486,543**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 175,659**	**$ 277,159**	**$ 277,159**	**$ 385,043**	**$ 486,543**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Integrity Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 123

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 129,643**	**$ 267,294**	**$ 267,294**	**$ 267,294**	**$ 426,794**
Revenues					
Fees	$ 184,520	$ 120,000	$ 120,000	$ 335,000	$ 335,000
Interest Income	2,891	2,000	2,000	2,000	2,000
Total Revenues	**$ 187,411**	**$ 122,000**	**$ 122,000**	**$ 337,000**	**$ 337,000**
Expenditures					
Operations	$ 49,760	$ 177,500	$ 177,500	$ 177,500	$ 170,000
Total Expenditures	**$ 49,760**	**$ 177,500**	**$ 177,500**	**$ 177,500**	**$ 170,000**
Excess (deficiency) of revenues over (under) expenditures	**$ 267,294**	**$ 211,794**	**$ 211,794**	**$ 426,794**	**$ 593,794**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 267,294**	**$ 211,794**	**$ 211,794**	**$ 426,794**	**$ 593,794**
Fund balances:					
Restricted for:					
Warning Device Program	$ -	$ -	$ -	$ -	$ 150,000
Unassigned:					
Integrity Fund Programs	$ 267,294	$ 211,794	$ 211,794	$ 426,794	$ 443,794
Total fund balances	**$ 267,294**	**$ 211,794**	**$ 211,794**	**$ 426,794**	**$ 593,794**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Main Street Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 112

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 51,558**	**$ 71,403**	**$ 71,403**	**$ 71,403**	**$ 92,593**
Revenues					
Contributions & Donations	$ 83,379	$ 102,000	$ 102,000	$ 65,000	$ 65,000
Grants	-	-	-	-	-
Interest Income	842	900	900	840	900
Total Revenues	**$ 84,221**	**$ 102,900**	**$ 102,900**	**$ 65,840**	**$ 65,900**
EXPENDITURES					
Main Street Operations	$ 62,944	$ 94,612	$ 93,035	$ 44,650	$ 93,000
Total Expenditures	**$ 62,944**	**$ 94,612**	**$ 93,035**	**$ 44,650**	**$ 93,000**
Excess (deficiency) of revenues over (under) expenditures	**$ 72,835**	**$ 79,691**	**$ 81,268**	**$ 92,593**	**$ 65,493**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	1,432	-	-	-	-
Total other financing sources (uses)	**$ (1,432)**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 71,403**	**$ 79,691**	**$ 81,268**	**$ 92,593**	**$ 65,493**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Developer Capital Fees
Revenues, Expenditures and Change in Fund Balance
Fund 450

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ -**	**$ 11,575**	**$ 11,575**	**$ 11,575**	**$ 14,075**
Revenues					
Capital Recovery Fees	$ 324,400	$ -	$ 868,026	$ 868,026	$ 1,028,491
Interest Income	675	-	2,500	2,500	2,500
Total Revenues	**$ 325,075**	**$ -**	**$ 870,526**	**$ 870,526**	**$ 1,030,991**
EXPENDITURES					
Developers Incentive Payment	$ 313,500	$ -	$ 868,026	$ 868,026	$ 1,028,491
Total Expenditures	**$ 313,500**	**$ -**	**$ 868,026**	**$ 868,026**	**$ 1,028,491**
Excess (deficiency) of revenues over (under) expenditures	**$ 11,575**	**$ 11,575**	**$ 14,075**	**$ 14,075**	**$ 16,575**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 11,575**	**$ 11,575**	**$ 14,075**	**$ 14,075**	**$ 16,575**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Wilson Park Fees
Revenues, Expenditures and Change in Fund Balance
Fund 451

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,212,500**
Revenues					
Park Fees	$ -	$ -	$ -	$ -	$ 517,500
Developers Agreement Contribution	$ -	$ -	$ -	$ -	$ -
Interest Income	-	-	-	-	2,500
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**	**$ 520,000**
EXPENDITURES					
Construction	$ -	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Excess (deficiency) of revenues over (under) expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,732,500**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ 1,212,500	$ 1,212,500	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ 1,212,500**	**$ 1,212,500**	**$ -**
Fund Balance, End of Year	**$ -**	**$ -**	**$ 1,212,500**	**$ 1,212,500**	**$ 1,732,500**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Fund Statements
Governmental Funds
Proposed Budget
FY 2021 - 2022

Fund #	
106	Street Construction Fund
107	Roadway Impact Fees Fund
113	Vehicle & Equipment Replacement Fund
120	Capital Acquisition Fund
121	Road Capital Recovery Fee Fund
618, 619, 719	Capital Improvement Project Bond Fund

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Street Construction Fund
Revenues, Expenditures and Change in Fund Balance
Fund 106

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ 950,000**
Revenues					
Contributions	$ -	$ -	$ -	$ -	$ -
Intergovernmental Revenue	-	-	-	-	-
Interest Income	-	-	-	-	-
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Expenditures					
Street Construction Operations	$ -	$ -	$ -	$ -	$ 850,000
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ 850,000**
Excess (deficiency) of revenues over (under) expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ 100,000**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ 950,000	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ 950,000**	**$ -**
Fund Balance, End of Year	**$ -**	**$ -**	**$ -**	**$ 950,000**	**$ 100,000**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Roadway Impact Fees Fund
Revenues, Expenditures and Change in Fund Balance
Fund 107

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 1,481,973**	**$ 1,976,687**	**$ 1,976,687**	**$ 1,976,687**	**$ 2,855,141**
Revenues					
Road Impact Fees	$ 937,630	$ 300,000	$ 300,000	$ 1,364,800	$ 300,000
Other Revenue	-	-	-	-	-
Interest Income	27,225	23,000	23,000	13,654	8,000
Total Revenues	**$ 964,855**	**$ 323,000**	**$ 323,000**	**$ 1,378,454**	**$ 308,000**
Expenditures					
Road Impact Operations	$ 383,341	$ 500,000	$ 500,000	$ 500,000	$ 1,000,000
Total Expenditures	**$ 383,341**	**$ 500,000**	**$ 500,000**	**$ 500,000**	**$ 1,000,000**
Excess (deficiency) of revenues over (under) expenditures	**$ 2,063,487**	**$ 1,799,687**	**$ 1,799,687**	**$ 2,855,141**	**$ 2,163,141**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	86,801	-	-	-	-
Total other financing sources (uses)	**$ (86,801)**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 1,976,687**	**$ 1,799,687**	**$ 1,799,687**	**$ 2,855,141**	**$ 2,163,141**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Vehicle & Equipment Replacement Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 113

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 691,229**	**$ 4,288,463**	**$ 4,288,463**	**$ 4,288,463**	**$ 3,741,506**
Revenues					
Miscellaneous Revenue	$ -	$ -	$ -	$ -	$ -
Interest Income	20,024	15,000	15,000	21,716	15,000
Total Revenues	**$ 20,024**	**$ 15,000**	**$ 15,000**	**$ 21,716**	**$ 15,000**
Expenditures					
Capital Expenditures	$ 258,679	$ 302,199	$ 1,254,789	$ 1,204,398	$ 163,846
Total Expenditures	**$ 258,679**	**$ 302,199**	**$ 1,254,789**	**$ 1,204,398**	**$ 163,846**
Excess (deficiency) of revenues over (under) expenditures	**$ 452,573**	**$ 4,001,264**	**$ 3,048,674**	**$ 3,105,781**	**$ 3,592,660**
Other Financing Sources (Uses)					
Transfers In	$ 3,835,889	$ 635,725	$ 635,725	$ 635,725	$ 849,624
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 3,835,889**	**$ 635,725**	**$ 635,725**	**$ 635,725**	**$ 849,624**
Fund Balance, End of Year	**$ 4,288,463**	**$ 4,636,989**	**$ 3,684,399**	**$ 3,741,506**	**$ 4,442,284**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Capital Acquisition Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 120

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 1,482,625**	**$ 1,983,189**	**$ 1,983,189**	**$ 1,983,189**	**$ 1,314,585**
Revenues					
Intergovernmental Revenue	$ 421,223	$ -	$ 461,550	$ 461,550	$ -
Interest Income	24,003	15,000	15,000	15,000	10,000
Total Revenues	**$ 445,227**	**$ 15,000**	**$ 476,550**	**$ 476,550**	**$ 10,000**
Expenditures					
Capital Acquisitions	$ 477,183	$ 643,000	$ 2,217,274	$ 1,931,654	$ 750,000
Total Expenditures	**$ 477,183**	**$ 643,000**	**$ 2,217,274**	**$ 1,931,654**	**$ 750,000**
Excess (deficiency) of revenues over (under) expenditures	**$ 1,450,669**	**$ 1,355,189**	**$ 242,465**	**$ 528,085**	**$ 574,585**
Other Financing Sources (Uses)					
Transfers In	$ 532,520	$ -	$ 786,500	$ 786,500	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ 532,520**	**$ -**	**$ 786,500**	**$ 786,500**	**$ -**
Fund Balance, End of Year	**$ 1,983,189**	**$ 1,355,189**	**$ 1,028,965**	**$ 1,314,585**	**$ 574,585**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Road Capital Recovery Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 121

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 1,165,613**	**$ 1,585,655**	**$ 1,585,655**	**$ 1,585,655**	**$ 5,247,778**
Revenues					
Road Capital Recovery Fee	$ 1,425,651	$ 700,000	$ 700,000	$ 3,000,000	$ 1,000,000
Intergovernmental Revenue	-	-	500,000	500,000	-
Reimbursement - Other	-	-	-	376,315	-
Interest Income	26,177	15,000	15,000	15,000	15,000
Total Revenues	**$ 1,451,827**	**$ 715,000**	**$ 1,215,000**	**$ 3,891,315**	**$ 1,015,000**
Expenditures					
Road Capital Recovery Operations	$ 1,031,785	$ 500,000	$ 1,891,200	$ 1,629,192	$ 2,000,000
Total Expenditures	**$ 1,031,785**	**$ 500,000**	**$ 1,891,200**	**$ 1,629,192**	**$ 2,000,000**
Excess (deficiency) of revenues over (under) expenditures	**$ 1,585,655**	**$ 1,800,655**	**$ 909,455**	**$ 3,847,778**	**$ 4,262,778**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ 1,400,000	$ 1,400,000	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ 1,400,000**	**$ 1,400,000**	**$ -**
Fund Balance, End of Year	**$ 1,585,655**	**$ 1,800,655**	**$ 2,309,455**	**$ 5,247,778**	**$ 4,262,778**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Capital Improvement Project Bond Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 618, 619, & 719

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 51,208,241**	**$ 22,162,552**	**$ 22,162,552**	**$ 22,162,552**	**$ 13,652,362**
Revenues					
Miscellaneous Revenue	$ 75,878	$ -	$ -	$ -	$ -
Interest Income	722,354	400,000	400,000	400,000	200,000
Total Revenues	**$ 798,232**	**$ 400,000**	**$ 400,000**	**$ 400,000**	**$ 200,000**
Expenditures					
2018 Bond Funds	$ 14,662,697	$ 2,804,781	$ 2,804,781	$ 2,974,190	$ 6,000,000
2019 Bond Funds	15,181,224	15,130,104	15,130,104	5,936,000	5,500,000
Total Expenditures	**$ 29,843,921**	**$ 17,934,885**	**$ 17,934,885**	**$ 8,910,190**	**$ 11,500,000**
Excess (deficiency) of revenues over (under) expenditures	**$ 22,162,552**	**$ 4,627,667**	**$ 4,627,667**	**$ 13,652,362**	**$ 2,352,362**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 22,162,552**	**$ 4,627,667**	**$ 4,627,667**	**$ 13,652,362**	**$ 2,352,362**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Capital Improvement Project Bond Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 621 & 721

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ 60,712,272**
Revenues					
Miscellaneous Revenue	$ -	$ -	$ -	$ -	$ -
Interest Income	-	-	-	-	-
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Expenditures					
621 Bond Funds	$ -	$ -	$ 32,000,000	$ 17,718,246	$ 14,281,754
621A Bond Funds	$ -	$ -	$ 33,500,000	$ 2,000,000	$ 31,500,000
721 Bond Funds	-	-	30,000,000	15,069,482	14,930,518
Total Expenditures	**$ -**	**$ -**	**$ 95,500,000**	**$ 34,787,728**	**$ 60,712,272**
Excess (deficiency) of revenues over (under) expenditures	**$ -**	**$ -**	**$(95,500,000)**	**$(34,787,728)**	**$ -**
Other Financing Sources (Uses)					
Bonds Issued	$ -	$ -	$ 95,500,000	$ 95,500,000	$ -
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	**$ -**	**$ -**	**$ 95,500,000**	**$ 95,500,000**	**$ -**
Fund Balance, End of Year	**$ -**	**$ -**	**$ -**	**$ 60,712,272**	**$ -**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

CELINA TEXAS EST. 1876

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Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Fund Statements
Governmental Funds
Proposed Budget
FY 2021 - 2022

Fund #	
311	TIRZ #11 -- Downtown Celina

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

TIRZ #11 Downtown Celina
Revenue, Expenditures and Change in Fund Balance
Fund 311

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 86,038**	**$ 196,326**	**$ 196,326**	**$ 196,326**	**$ 392,767**
Revenues					
Intergovernmental Revenue	$ 302,599	$ 266,483	$ 266,483	$ 291,941	$ 439,657
Interest Income	396	500	500	500	500
Total Revenues	**$ 302,996**	**$ 266,983**	**$ 266,983**	**$ 292,441**	**$ 440,157**
Expenditures					
Downtown Celina	$ 22,000	$ 100,000	$ 100,000	$ 96,000	$ 400,000
Total Expenditures	**$ 22,000**	**$ 100,000**	**$ 100,000**	**$ 96,000**	**$ 400,000**
Excess (deficiency) of revenues over (under) expenditures	$ 367,034	$ 363,309	$ 363,309	$ 392,767	$ 432,924
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	170,708	-	-	-	-
Total other financing sources (uses)	**$ (170,708)**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 196,326**	**$ 363,309**	**$ 363,309**	**$ 392,767**	**$ 432,924**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

FY2021 - 2022
Component Units

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Fund Statements
Discrete Component Units
Proposed Budget
FY 2021 - 2022

Fund #	
401	Economic Development Corporation (EDC)
402	Community Development Corporation (CDC)

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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2021 - 2022 Economic Development Corporation Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 401

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Working Capital, Beginning of Year	**$ 819,883**	**$ 1,071,200**	**$ 1,071,200**	**$ 1,071,200**	**$ 1,514,494**
Revenues					
Taxes	$ 907,397	$ 772,500	$ 772,500	$ 1,065,246	$ 1,150,000
Grants	2,500	-	-	-	-
Intergovernmental Revenue	-	-	-	-	200,000
Other Revenues	-	-	-	3,000	3,000
Interest Income	19,325	10,000	10,000	23,000	15,000
Total Revenues	**$ 929,222**	**$ 782,500**	**$ 782,500**	**$ 1,091,246**	**$ 1,368,000**
Expenditures					
Personnel Costs	$ 182,575	$ 202,343	$ 202,343	$ 194,314	$ 390,672
Legal & Professional	15,670	22,650	22,650	19,650	23,500
Utilities	1,512	1,500	1,500	1,500	2,400
General & Administrative	125,828	292,650	292,650	225,450	393,500
Debt Service	246,316	105,039	105,039	105,038	105,038
TIRZ Agreements	45,938	25,000	25,000	31,000	40,000
Total Expenditures	**$ 617,839**	**$ 649,182**	**$ 649,182**	**$ 576,952**	**$ 955,110**
Excess (deficiency) of revenues over (under) expenditures	**$ 1,131,266**	**$ 1,204,518**	**$ 1,204,518**	**$ 1,585,494**	**$ 1,927,384**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	60,066	101,000	101,000	71,000	411,000
Total other financing sources (uses)	**$ (60,066)**	**$ (101,000)**	**$ (101,000)**	**$ (71,000)**	**$ (411,000)**
Working Capital, End of Year	**$ 1,071,200**	**$ 1,103,518**	**$ 1,103,518**	**$ 1,514,494**	**$ 1,516,384**

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Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

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2021 - 2022 Community Development Corporation Fund Budget
Revenues, Expenditures and Change in Fund Balance
Fund 402

	Actual 2019 - 2020	Adopted 2020 - 2021	Amended 2020 - 2021	Estimated 2020 - 2021	Proposed 2021 - 2022
Fund Balance, Beginning of Year	**$ 1,482,380**	**$ 1,345,926**	**$ 1,345,926**	**$ 1,345,926**	**$ 2,421,906**
Revenues					
Taxes	$ 861,459	$ 772,500	$ 772,500	$ 1,094,000	$ 1,150,000
TIRZ Agreements		$ (25,000)	$ (25,000)	$ (30,020)	$ (35,000)
Miscellaneous Revenue	5,114	-	-	-	-
Interest Income	16,690	15,000	15,000	12,000	15,000
Total Revenues	**$ 883,263**	**$ 762,500**	**$ 762,500**	**$ 1,075,980**	**$ 1,130,000**
Expenditures					
Miscellaneous Expense	$ 114	$ -	$ -	$ -	$ -
Total Expenditures	**$ 114**	**$ -**	**$ -**	**$ -**	**$ -**
Excess (deficiency) of revenues over (under) expenditures	**$ 2,365,529**	**$ 2,108,426**	**$ 2,108,426**	**$ 2,421,906**	**$ 3,551,906**
Other Financing Sources (Uses)					
Transfers In	$ -	$ -	$ -	$ -	$ -
Transfers Out	1,019,602	-	-	-	-
Total other financing sources (uses)	**$ (1,019,602)**	**$ -**	**$ -**	**$ -**	**$ -**
Fund Balance, End of Year	**$ 1,345,926**	**$ 2,108,426**	**$ 2,108,426**	**$ 2,421,906**	**$ 3,551,906**

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Attachment: Proposed Budget--09.08.21pn (Public Hearing - Proposed FY2021-2022 Budget)

Notice of Public Hearing on Proposed Budget

The City of Celina has scheduled a public hearing on the Proposed Budget on September 14, 2021. The public hearing will be at 5:00 p.m. at Celina City Council Chambers, 112 N. Colorado, Celina, TX 75009.

This budget will raise more total property taxes than last year's budget by an amount of $3,487,947, which is a 28.49 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $2,388,732.

Members of the public are encouraged to attend and express their views. Proposed Budget can be found on the City of Celina's website: www.celina-tx.gov

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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:	September 14, 2021
Re:	Public Hearing - Proposed 2021 Ad Valorem Tax Rate

Action Requested:
Conduct a public hearing to consider testimony regarding the proposed 2021 Ad Valorem tax rate. (Bromiley)

Background Information:
A tax rate of $0.645 per $100 valuation has been proposed for adoption by the governing body.

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for City of Celina from the same properties in both the 2020 tax year and the 2021 tax year.

The voter-approval rate is the highest tax rate that City of Celina may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Celina is proposing to increase property taxes for the 2021 tax year.

The City Council cannot take any action regarding the tax rate at this public hearing. The sole purpose of the public hearing is to provide the public an opportunity to address the Mayor and Council regarding the proposed Tax Rate.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Notice of 2021 Tax Year Proposed Property Tax Rate

Staff Recommendation:

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.645000 per $100 valuation has been proposed by the governing body of City of Celina.

PROPOSED TAX RATE	$0.645000 per $100
NO-NEW-REVENUE TAX RATE	$0.586330 per $100
VOTER-APPROVAL TAX RATE	$0.645000 per $100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for City of Celina from the same properties in both the 2020 tax year and the 2021 tax year.

The voter-approval rate is the highest tax rate that City of Celina may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Celina is proposing to increase property taxes for the 2021 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 14, 2021 AT 5:00 PM AT Celina City Council Chambers, 112 N. Colorado, Celina, TX 75009.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Celina is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the governing body of City of Celina at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Justin Steiner, Place #1	Jay Pierce, Place #2
	Andy Hopkins, Place #3	Wendie Wigginton, Place #4
	Mindy Koehne, Place #5	Chad Anderson, Place #6

AGAINST the proposal:

PRESENT and not voting:Sean Terry, Mayor

ABSENT:

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Celina last year to the taxes proposed to be imposed on the average residence homestead by City of Celina this year.

	2020	2021	Change
Total tax rate (per $100 of value)	$0.645000	$0.645000	increase of $0.000000, or 0.00%
Average homestead taxable value	$380,105	$395,638	increase of $15,533, or 4.09%

Attachment: NOTICE OF PUBLIC HEARING CITY OF CELINA (Public Hearing – Proposed 2021 Ad Valorem Tax Rate)

Tax on average homestead	$2,451.68	$2,551.87	increase of $100.19, or 4.09%
Total tax levy on all properties	$12,243,453	$15,731,400	increase of $3,487,947, or 28.49%

For assistance with tax calculations, please contact the tax assessor for City of Celina at 972-547-5020 or taxassessor@collincountytx.gov, or visit www.celina-tx.gov for more information.

Attachment: NOTICE OF PUBLIC HEARING CITY OF CELINA (Public Hearing – Proposed 2021 Ad Valorem Tax Rate)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: Outer Loop 2nd Public Hearing and Adoption

Action Requested:
Conduct the second of two public hearings and act upon an ordinance adopting the annexation of approximately 152 acres, Collin County, Texas, generally located west of Custer Road, east of Preston Road, north of Choate Parkway, and south of Glendenning Parkway. (Outer Loop 2nd Public Hearing and Adoption) (Lopez)

Applicant:
City of Celina
142 N. Ohio
Celina, TX 75009

Background Information:
The request is to annex the 152-acre Collin County Outer Loop right-of-way.

Below is the anticipated annexation schedule for the property:

~~July 13, 2021 - City Council acts on a resolution to set the public hearing dates.~~
~~August 10, 2021 - First Public Hearing.~~
September 14, 2021 - Second Public Hearing and ordinance adoption.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

Outer Loop Annexation

151.8 Acres

Legend

Roads

Outer Loop

Parcels

N

W E

S

0 430 860 1,720 Feet

Date: 7/2/2021

CELINA TEXAS

Life

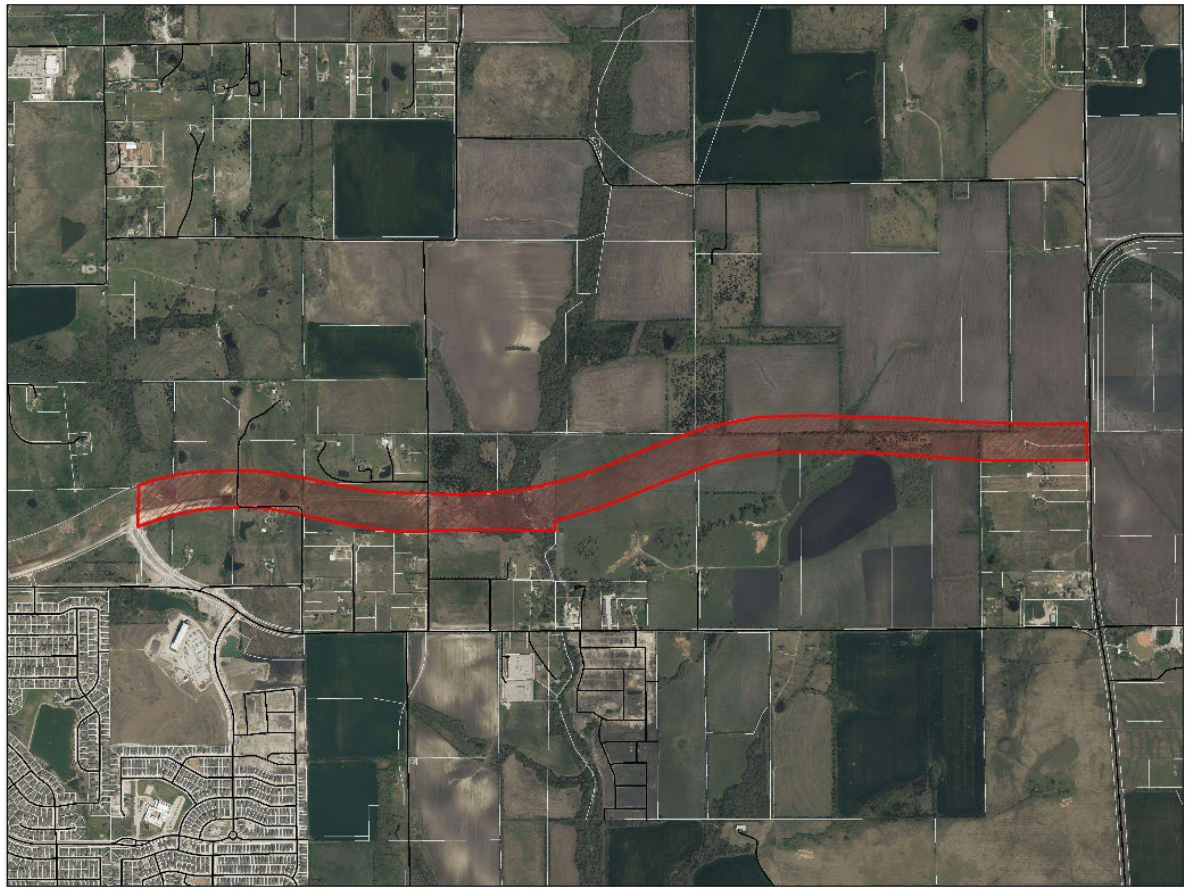
Attachment: Location Map (Outer Loop 2nd Public Hearing and Adoption)

OUTER LOOP ROW

Annexation

City Council
September 14, 2021

Attachment: Staff Presentation (Outer Loop 2nd Public Hearing and Adoption)



LOCATION MAP

The subject property comprises right-of-way (ROW) of the Collin County Outer Loop

Attachment: Staff Presentation (Outer Loop 2nd Public Hearing and Adoption)

BACKGROUND

- The property is approximately 152 acres that is completely comprised of rights-of-way
- The subject property is a gap in the City limits
- It is advantageous for public safety purposes to annex ROW when available
- Legal reviewed and cleared the annexation case to proceed

Attachment: Staff Presentation (Outer Loop 2nd Public Hearing and Adoption)

ANNEXATION SCHEDULE

- ~~July 13, 2021 – City Council acted upon the resolution and set the public hearing dates~~
- ~~August 10, 2021 – 1st Public Hearing~~
- September 14, 2021 – 2nd Public Hearing and adoption of the annexation ordinance

Attachment: Staff Presentation (Outer Loop 2nd Public Hearing and Adoption)

RECOMMENDATION

- Staff recommends approval as presented

Attachment: Staff Presentation (Outer Loop 2nd Public Hearing and Adoption)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2021-_____
OUTER LOOP ROW ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 152 ACRES, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY GRAPHICALLY DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED ON THE COLLIN COUNTY OUTER LOOP, WEST OF CUSTER ROAD, EAST OF PRESTON ROAD, NORTH OF CHOATE PARKWAY, AND SOUTH OF GLENDENNING PARKWAY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 10th day of August, 2021, and the second hearing being held on the 14th day of September, 2021, both in the Celina Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly depicted in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 26th day of July, 2021 and on the 30th day of August, 2021, such dates being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

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

Attachment: Draft Ordinance (Outer Loop 2nd Public Hearing and Adoption)

WHEREAS, the graphic description of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit "B" and incorporated herein for all purposes.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the property being more particularly depicted in Exhibit "A", which is incorporated herein, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
SERVICE PLAN

The Municipal Service Plan for the herein annexed territory, attached hereto as Exhibit "B", was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4
FILING OF ORDINANCE REQUIRED

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the territory depicted in Exhibit "A", attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

Attachment: Draft Ordinance (Outer Loop 2nd Public Hearing and Adoption)

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

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of September, 2021.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

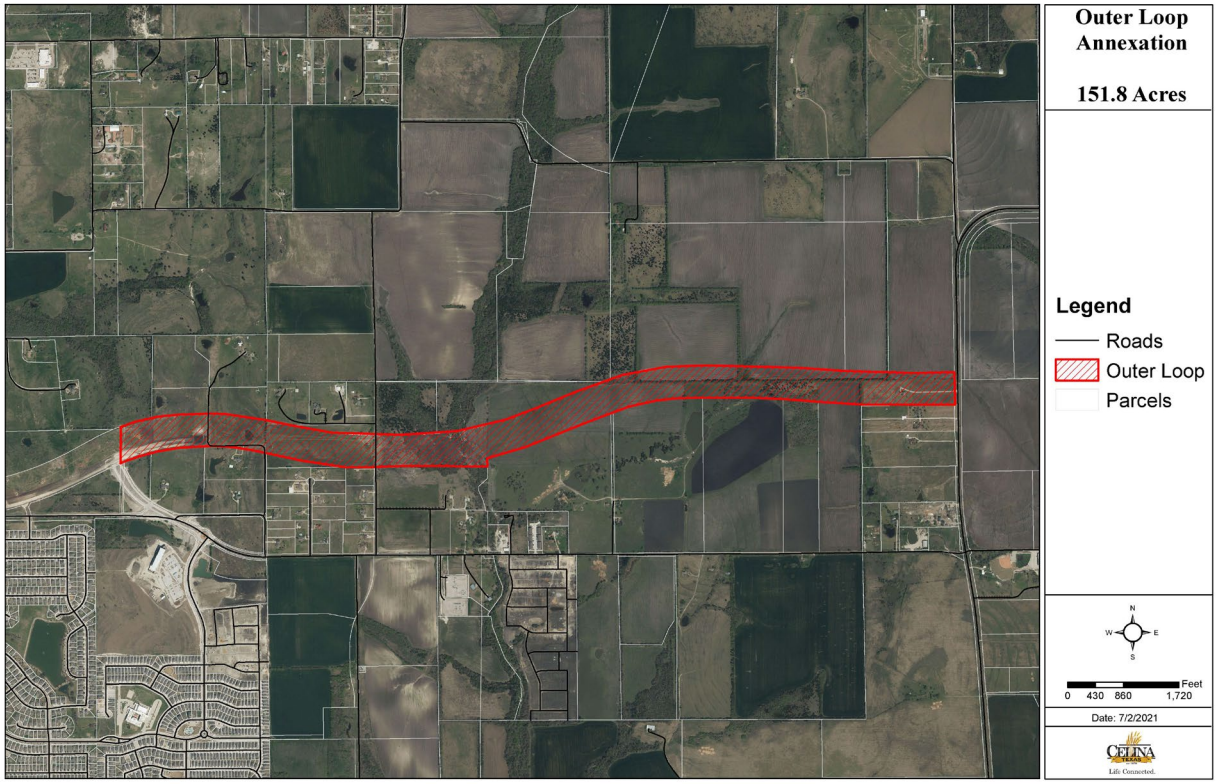
_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Outer Loop 2nd Public Hearing and Adoption)

Exhibit "A"
Property Exhibit



Attachment: Draft Ordinance (Outer Loop 2nd Public Hearing and Adoption)

Exhibit "B"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code ("LGC"), Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (Outer Loop 2nd Public Hearing and Adoption)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

Attachment: Draft Ordinance (Outer Loop 2nd Public Hearing and Adoption)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

Attachment: Draft Ordinance (Outer Loop 2nd Public Hearing and Adoption)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

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

Attachment: Draft Ordinance (Outer Loop 2nd Public Hearing and Adoption)

M) TERM

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

N) AMENDMENTS

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

Attachment: Draft Ordinance (Outer Loop 2nd Public Hearing and Adoption)

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: September 14, 2021
Re: Southcreek - South Tract - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning an approximately 15-acre tract of land to Downtown Code (Bricks Subdistrict) Zoning District (DTC), generally located west of Louisiana Drive, and approximately 235 feet north of Poplar Street, within the City Limits. (Southcreek – South Tract - Zoning) (Mohan)

Applicant:
Dowdey, Anderson & Associates, Inc.
5225 Village Creek Drive, Suite 200
Plano, TX 75093

Background Information:
The property is approximately 15 acres, and currently zoned Agriculture zoning district. The applicant is requesting a rezoning to the Downtown Code (DTC - Bricks subdistrict) zoning district to develop the property with housing (not multi-family). Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

J FRED SMITH PWKY
BUS 289
FLORIDA
PECAN
WALNUT
LOUISIANA
OKLAHOMA
FM 455
ASH ST

Legend

Subject Property
Roads
City Limits
Parcels

Southcreek South Tract-
Zoning Location Map
City of Celina

7/28/2021

N
W E
S

0 445 890
Feet

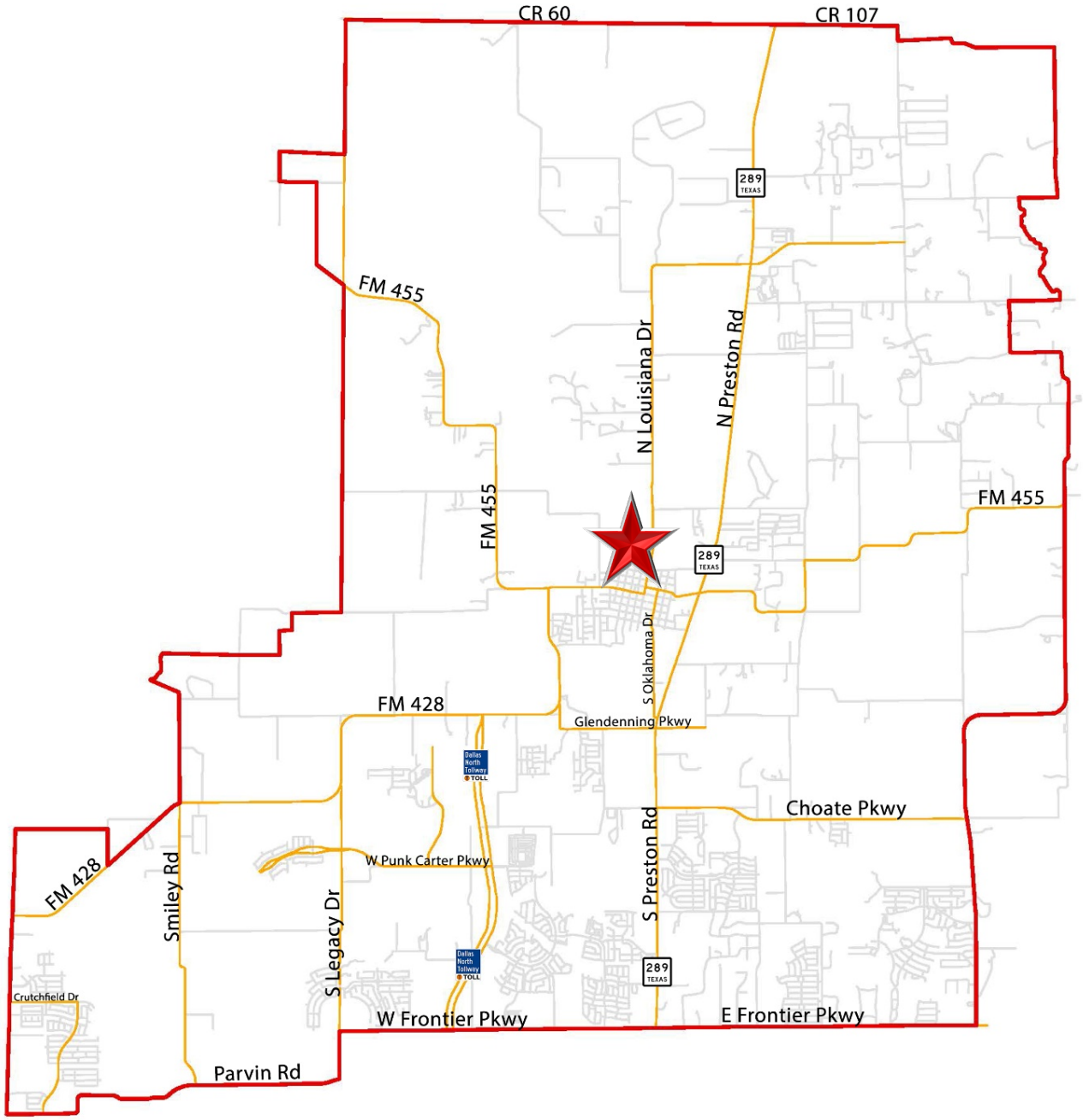
Attachment: Location Map (Southcreek – South Tract - Zoning)

SOUTHCREEK (SOUTH TRACT)

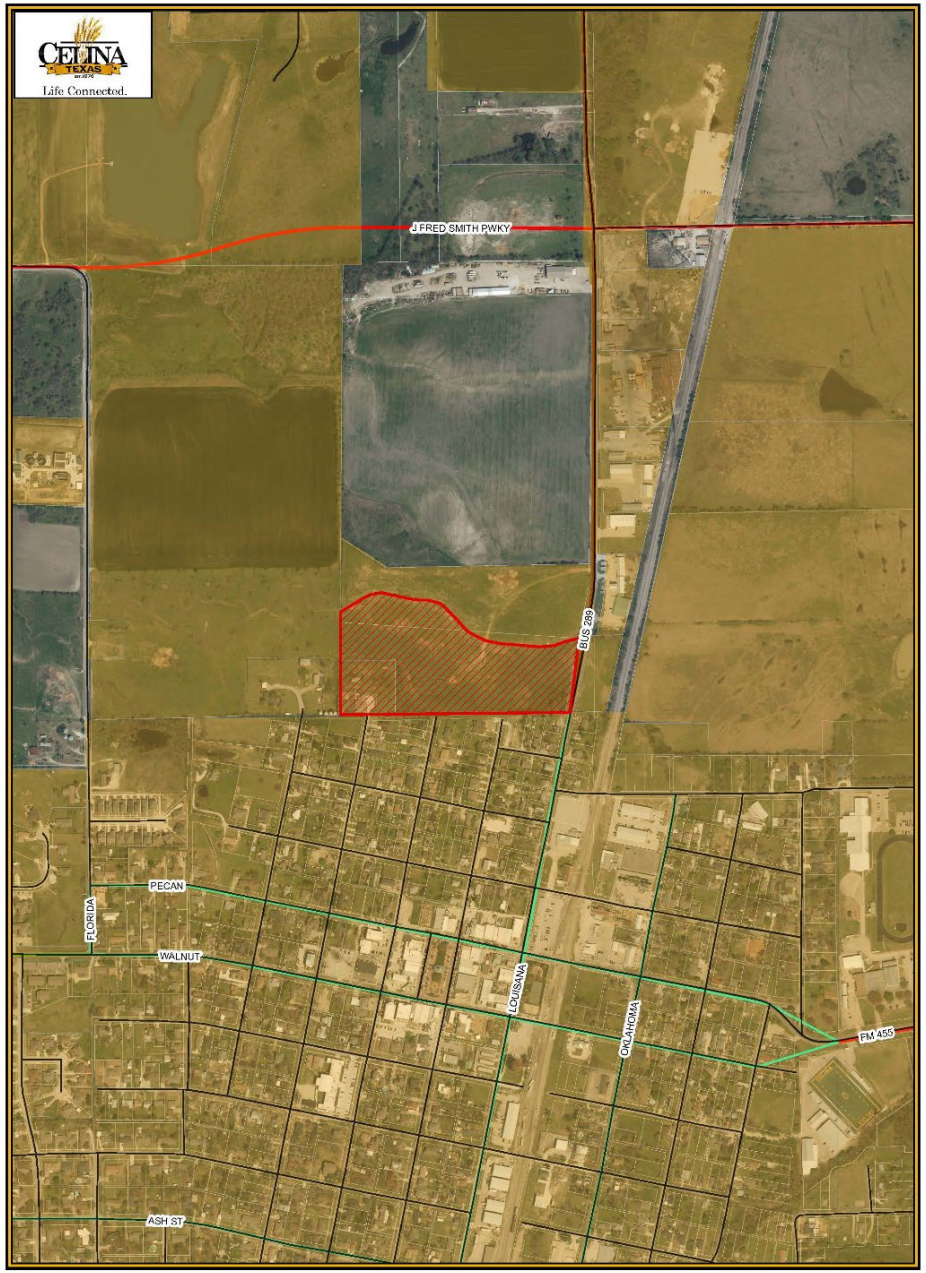
Zoning

City Council
September 14, 2021

Attachment: Staff Presentation (Southcreek – South Tract - Zoning)



Attachment: Staff Presentation (Southcreek – South Tract - Zoning)



LOCATION MAP

The subject property is generally located west of Louisiana Drive and 235 feet north of Poplar Street

Attachment: Staff Presentation (Southcreek – South Tract - Zoning)

BACKGROUND

- The subject property is approximately 15 acres, located within the City Limits
- The property is currently zoned agriculture (AG)
- The applicant is proposing a base zoning of Downtown Code (DTC - Bricks subdistrict)

Attachment: Staff Presentation (Southcreek – South Tract - Zoning)

PROJECT OVERVIEW

- The applicant is proposing to develop the property (housing; not multi-family)
- The project will abide by all zoning standards, including architecture

Attachment: Staff Presentation (Southcreek – South Tract - Zoning)

POLICY CONSIDERATIONS

- The Downtown Master Plan contemplated housing density adjacent to the downtown
- The Downtown Zoning District (Bricks) is an appropriate extension for this area, which envisions a blend of housing types within walking distance to the downtown
- The creek serves as a natural geographic boundary for downtown, as it transitions into Uptown to the north

Attachment: Staff Presentation (Southcreek – South Tract - Zoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its August 17th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Southcreek – South Tract - Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2021-____
SOUTHCREEK (SOUTH 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 15 ACRE TRACT OF LAND LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 805, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF LOUISIANA DRIVE, AND APPROXIMATELY 235 FEET NORTH OF POPLAR STREET; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED DOWNTOWN CODE (THE BRICKS SUBDISTRICT) ZONING DISTRICT (DTC), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

Attachment: Draft Ordinance (Southcreek – South Tract - Zoning)

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That the zoning classification is hereby established as Downtown Code (The Bricks Subdistrict) Zoning District (DTC), on a certain tract of land described and depicted in Exhibit "A".

SECTION 4
ZONING DESIGNATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described and depicted in Exhibit "A" attached hereto and incorporated herein as Downtown Code (The Bricks Subdistrict) Zoning District (DTC).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described in Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

Attachment: Draft Ordinance (Southcreek – South Tract - Zoning)

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

Attachment: Draft Ordinance (Southcreek – South Tract - Zoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of September, 2021.

_____
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 (Southcreek – South Tract - Zoning)

Exhibit A
Legal Description

PROJECT NO. 210019
SOUTH TRACT
13.678 ACRES

BEING A TRACT OF LAND LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 805, COLLIN COUNTY, TEXAS AND BEING PART OF LOTS 1 AND 2, BLOCK A OF LOTS 1 AND 2, BLOCK A, CELINA 22 ADDITION, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2020, SLIDE 77, MAP RECORDS, COLLIN COUNTY, TEXAS (M.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF A 30-FOOT RIGHT-OF-WAY ACCORDING TO THE OFFICIAL MAP OF THE TOWN OF CELINA, TEXAS, RECORDED IN CABINET 1, SLIDE 51, M.R.C.C.T. AT THE SOUTH COMMON CORNER OF SAID CELINA 22 ADDITION AND LOT 1, BLOCK ONE OF THE SNYDER ADDITION, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2006, SLIDE 290, M.R.C.C.T.;

THENCE NORTH 00°35'57" EAST, ALONG THE COMMON LINE OF SAID ADDITIONS, A DISTANCE OF 295.71 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 89°41'30" WEST, CONTINUING ALONG THE COMMON LINE OF SAID ADDITIONS, A DISTANCE OF 300.18 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID ADDITIONS;

THENCE NORTH 00°01'10" EAST, LEAVING SAID COMMON LINE AND ALONG THE WEST LINE OF SAID LOT 1 OF CELINA 22 ADDITION, A DISTANCE OF 277.40 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET NEAR THE CENTER OF AN EXISTING DIRT DRAINAGE CHANNEL;

THENCE EASTERLY, ALONG OR NEAR THE CENTER OF SAID CHANNEL, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

SOUTH 89°58'50" EAST, A DISTANCE OF 8.20 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 39°50'33" EAST, A DISTANCE OF 36.15 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 66°32'24" EAST, A DISTANCE OF 20.04 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 57°06'31" EAST, A DISTANCE OF 22.85 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 22°04'34" EAST, A DISTANCE OF 29.32 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 66°50'02" EAST, A DISTANCE OF 68.26 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 79°05'03" EAST, A DISTANCE OF 56.45 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 77°19'27" EAST, A DISTANCE OF 381.14 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

Attachment: Draft Ordinance (Southcreek – South Tract - Zoning)

SOUTH 38°12'38" EAST, A DISTANCE OF 114.96 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 49°58'14" EAST, A DISTANCE OF 140.14 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 77°52'18" EAST, A DISTANCE OF 92.86 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 86°06'28" EAST, A DISTANCE OF 36.76 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

SOUTH 86°24'41" EAST, A DISTANCE OF 165.11 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 89°18'59" EAST, A DISTANCE OF 138.45 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 69°27'08" EAST, A DISTANCE OF 95.10 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

NORTH 80°52'46" EAST, A DISTANCE OF 37.68 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 80°07'57" EAST, A DISTANCE OF 65.68 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 289 BUSINESS (N. LOUISIANA DRIVE), A VARIABLE WIDTH RIGHT-OF-WAY, SAME BEING THE WESTERLY LINE OF A TRACT OF LAND DESCRIBED IN DEED TO VAN NICHOLS FAMILY LIMITED PARTNERSHIP, RECORDED IN INSTRUMENT NO. 20190613000682510, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.);

THENCE SOUTH 10°35'38" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID WESTERLY LINE OF SAID VAN NICHOLS TRACT, A DISTANCE OF 412.92 FEET TO A 1/2-INCH IRON ROD FOUND IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO LEWIS DICKERSON, RECORDED IN INSTRUMENT NO. 20100510000463340, O.P.R.C.C.T. AT THE SOUTHWEST CORNER OF SAID VAN NICHOLS TRACT;

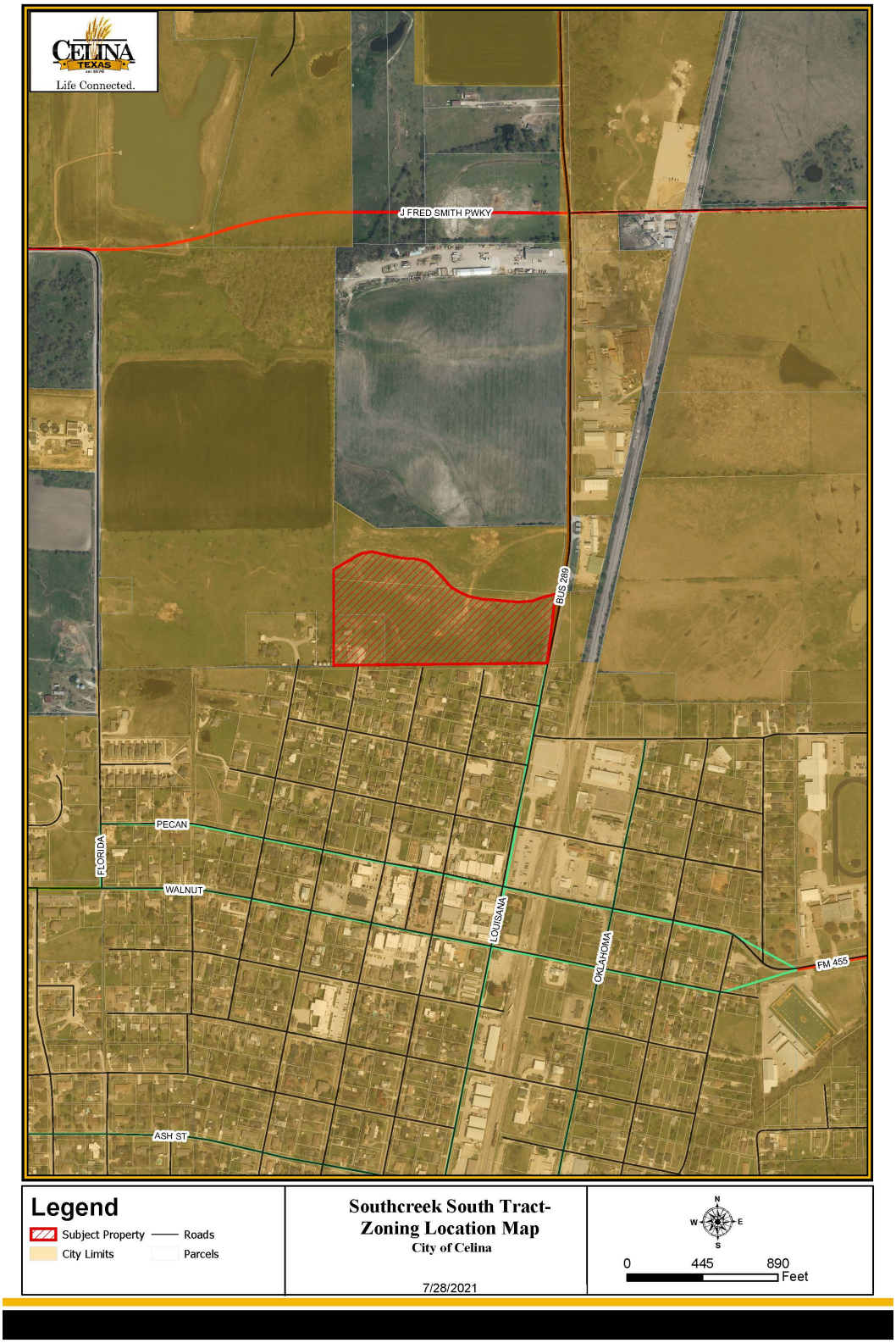
THENCE SOUTH 88°52'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 61.20 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE EASTERLY LINE OF SAID CELINA 22 ADDITION AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 289 BUSINESS AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID DICKERSON TRACT;

THENCE SOUTH 10°39'46" WEST, ALONG SAID EASTERLY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 0.77 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET IN THE NORTH LINE OF SAID 30-FOOT RIGHT-OF-WAY AT THE SOUTHEAST CORNER OF SAID CELINA 22 ADDITION;

THENCE SOUTH 89°24'02" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 935.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 595,815 SQUARE FEET OR 13.678 ACRES OF LAND, MORE OR LESS.

Attachment: Draft Ordinance (Southcreek – South Tract - Zoning)

Exhibit B
Property Exhibit



Attachment: Draft Ordinance (Southcreek – South 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: September 14, 2021
Re: 302 N. Florida - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning an approximately one-acre tract of land to Downtown Code (Bricks Subdistrict) Zoning District (DTC), generally located west of Florida Drive, and approximately 810 feet north of Walnut Street, within the City Limits. (302 N. Florida – Zoning) (Mohan)

Applicant:
Spiars Engineering.
765 Custer Road
Plano, TX 75065

Background Information:
The property is approximately one acre and currently zoned Single-Family SF-15 zoning district. The applicant is requesting a rezoning to the Downtown Code (DTC - Bricks subdistrict) zoning district for townhomes/duplexes. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

COUNTY ROAD 57
N FLORIDA DR
MULBERRY CT
LAKEVIEW WAY
W PECAN ST

Legend

- Subject Property
- City Limits
- Roads
- Parcels

302 N Florida
Location Map
City of Celina

7/28/2021

N
W E
S

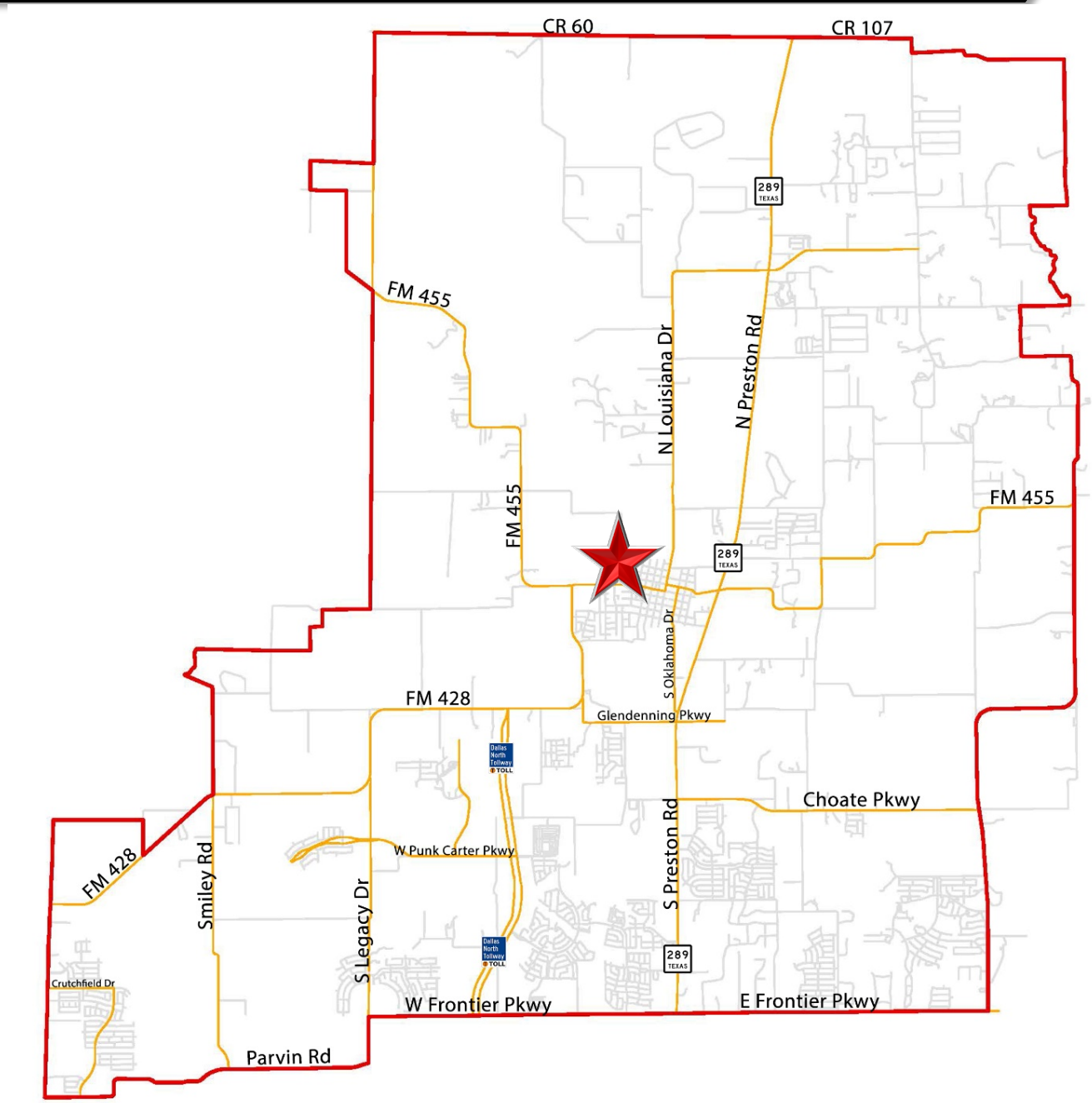
0 90 180 Feet

Attachment: Location Map (302 N. Florida – Zoning)

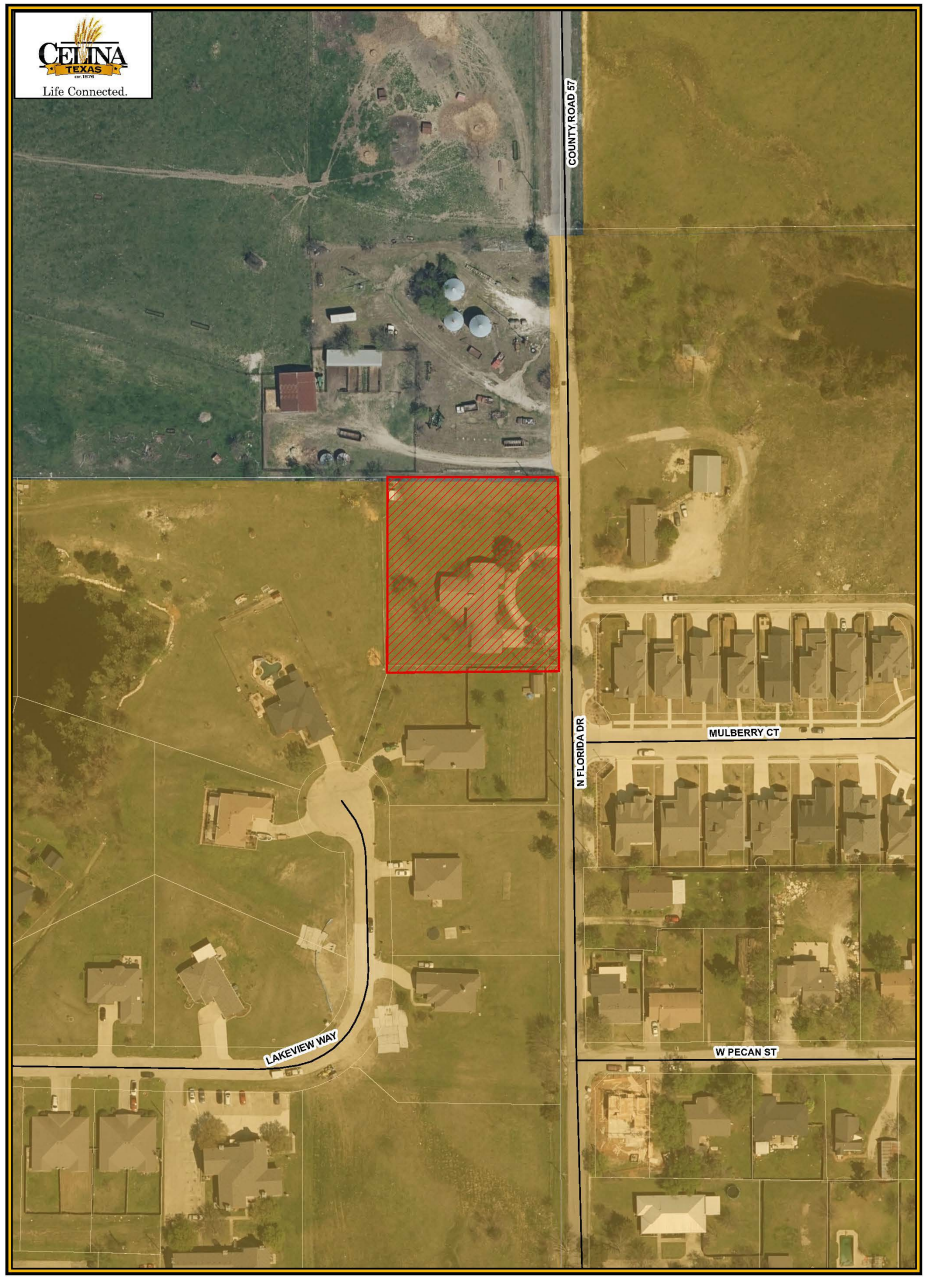
302 N. FLORIDA

Rezoning

City Council
September 14, 2021



Attachment: Staff Presentation (302 N. Florida – Zoning)



LOCATION MAP

The subject property is generally located west of Florida Drive and 810 feet north of Walnut Street

Attachment: Staff Presentation (302 N. Florida – Zoning)

BACKGROUND

- The subject property is approximately one acre, located within the City Limits
- The property is currently zoned Single-Family (SF-15)
- The applicant is proposing a base zoning of Downtown Code (DTC - Bricks subdistrict) for a new development

Attachment: Staff Presentation (302 N. Florida – Zoning)

PROJECT OVERVIEW

- The applicant is proposing to develop duplexes/townhomes on the property
- The project will abide by all zoning standards, including architecture

Attachment: Staff Presentation (302 N. Florida – Zoning)

POLICY CONSIDERATIONS

- The Downtown Master Plan contemplated housing density adjacent to the downtown
- The Downtown Zoning District (Bricks) is an appropriate extension for this area, which envisions a blend of housing types within walking distance to the downtown
- The subject property is not part of the Willock Hill neighborhood

Attachment: Staff Presentation (302 N. Florida – Zoning)

Attachment: Staff Presentation (302 N. Florida – Zoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its August 17th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (302 N. Florida – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2021-____
302 N. FLORIDA

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 ONE ACRE TRACT OF LAND LOCATED IN THE M.E.P.&P. RAILWAY SURVEY, ABSTRACT NO. 644, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF FLORIDA DRIVE, AND APPROXIMATELY 810 FEET NORTH OF WALNUT STREET; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED DOWNTOWN CODE (THE BRICKS SUBDISTRICT) ZONING DISTRICT (DTC), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

Attachment: Draft Ordinance (302 N. Florida – Zoning)

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That the zoning classification is hereby established as Downtown Code (The Bricks Subdistrict) Zoning District (DTC), on a certain tract of land described and depicted in Exhibit "A".

SECTION 4
ZONING DESIGNATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described and depicted in Exhibit "A" attached hereto and incorporated herein as Downtown Code (The Bricks Subdistrict) Zoning District (DTC).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described in Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

Attachment: Draft Ordinance (302 N. Florida – Zoning)

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

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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.

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SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

Attachment: Draft Ordinance (302 N. Florida – Zoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of September, 2021.

_____
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 (302 N. Florida – Zoning)

Exhibit A
Legal Description

BEING a tract of land situated in the M.E.P.&P. Railway Survey, Abstract No. 644, in the City of Celina, Collin County, Texas, being all of a tract conveyed to J. B. Stelzer and wife, Frances B. Stelzer, described deed recorded in Volume 774, Page 773, Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a Mag Nail found in County Road 57 (N. Florida Drive) at the east common corner of said Stelzed tract and a tract of land described in deedto Uptown Celina Partners LP, recorded in Instrument No. 20210428000853320, Offcial Public Records Collin, County, Texas;

THENCE S 00°27'30" E, 209.30 feet along the said County Road to a Mag Nail found;

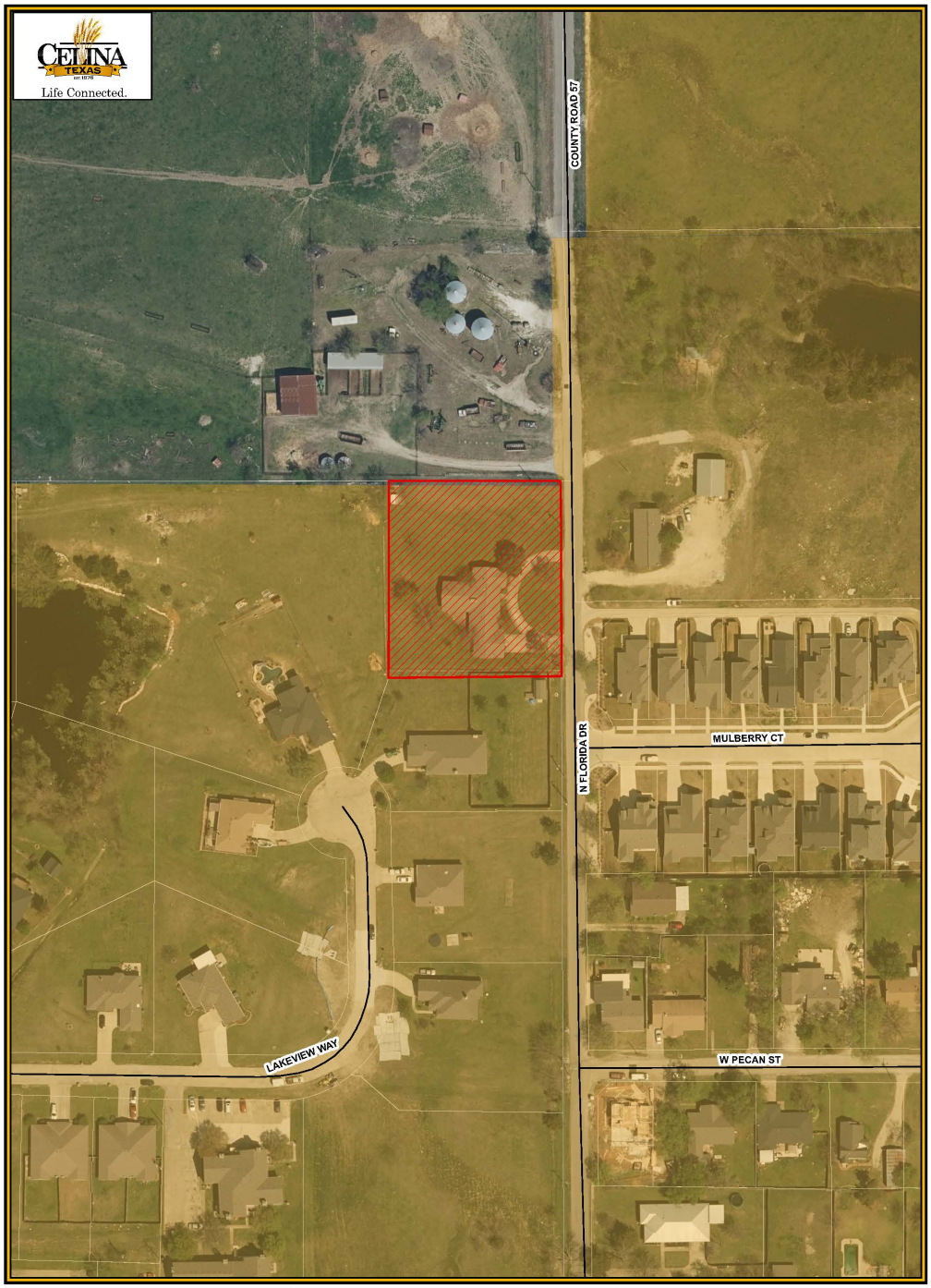
THENCE N 89°53'58" W, passing at a distance of 27.16 feet a 1/2" iron rod found with cap at the northeast corner of Lot 24 of Willock Hill Addition Amended Plat, an addition to the City of Celina, Collin, County, Texas as per a plat recorded in Cabinet H, Slide 640, Plat Records Collin, county, Texas, and continuing for a total distance of 205.99 feet to a 5/8" iron rod with cap stamped "RPLS 5674" found at at southwest corner of said Stelzer tract, same being an angle point in the east line of Lot 23 of said addition;

THENCE N 00°26'53" W, 208.77 feet to a 5/8" iron rod found in the south line of said Uptown Celina Partners tract at the north common corner of said Stelzer tract and said Lot 23;

THENCE N 89°57'15" E, 205.95 feet along common line of said Stelzer tract and Uptown Celina Partners tract to the POINT OF BEGINNING with the subject tract containing 43,055 square feet or 0.988 acres of land.

Attachment: Draft Ordinance (302 N. Florida – Zoning)

Exhibit B
Property Exhibit



Attachment: Draft Ordinance (302 N. Florida – 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:	Dusty McAfee AICP, Director of Development Services
Date:	September 14, 2021
Re:	Celina 10 - Planned Development Amendment

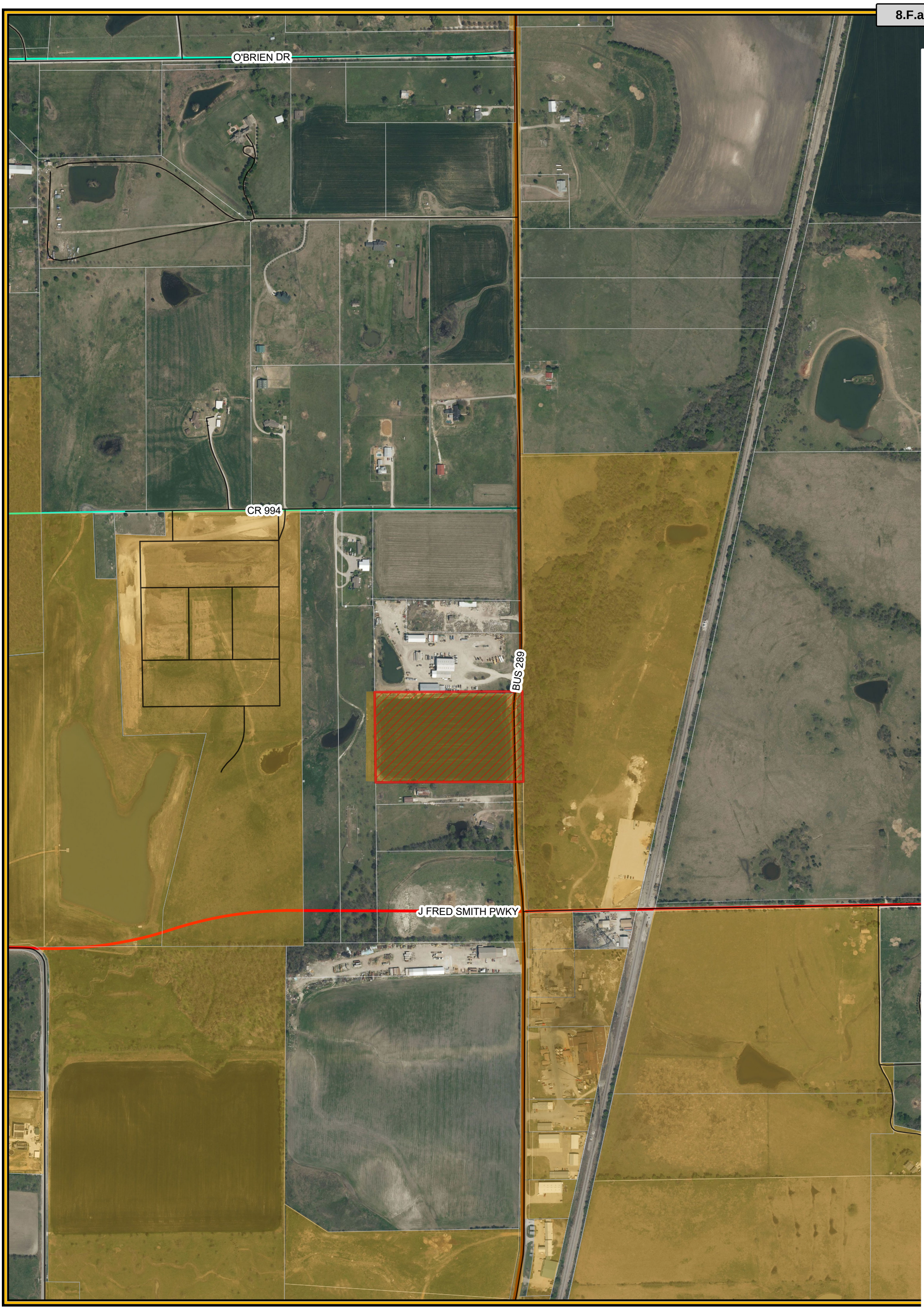
Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Concept Plan and Development Regulations of Planned Development (PD) No. 91 on approximately 10.4 acres, generally located west of Louisiana Drive, and approximately 1,100 feet south of County Road 994, within the City Limits. (Celina 10 – Planned Development Amendment) (Mohan)

Owner Information:
Kimley-Horn & Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, TX 75034

Background Information:
The property is approximately 10.4 acres, within the City Limits, and currently zoned PD-91 with a variety of heavy industrial uses permitted by right. The applicant's request is to amend the current PD to allow for alternative materials (decomposed granite) to develop an RV/Boat Storage use. With the amendment, the heavy industrial entitlements will be removed and replaced with a base of Industrial (I). Please refer to the attached documents for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (Celina 10 – Planned Development Amendment)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Celina 10 Location Map

City of Celina

7/27/2021

N W E S

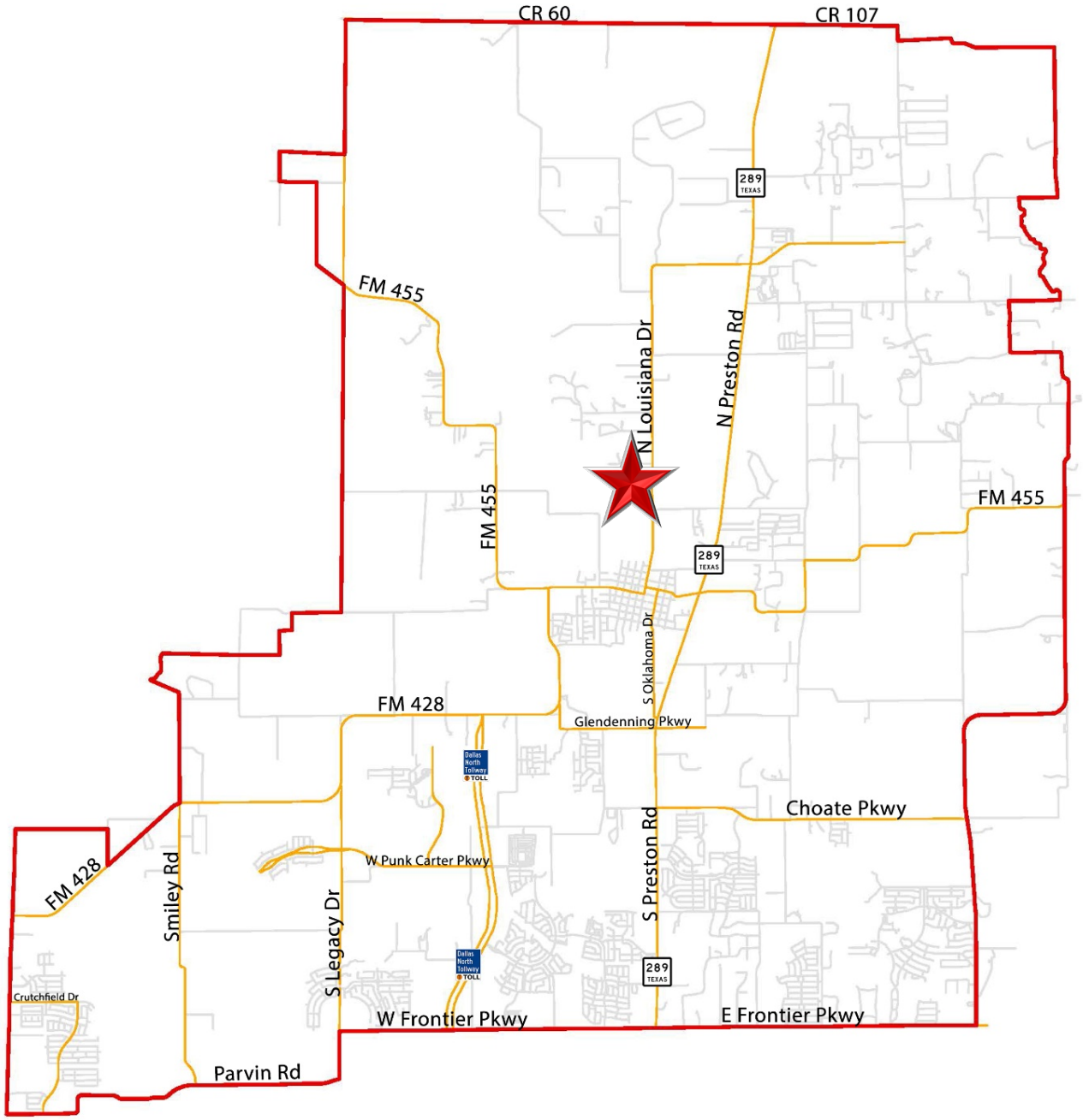
0 485 970 Feet

CELINA 10

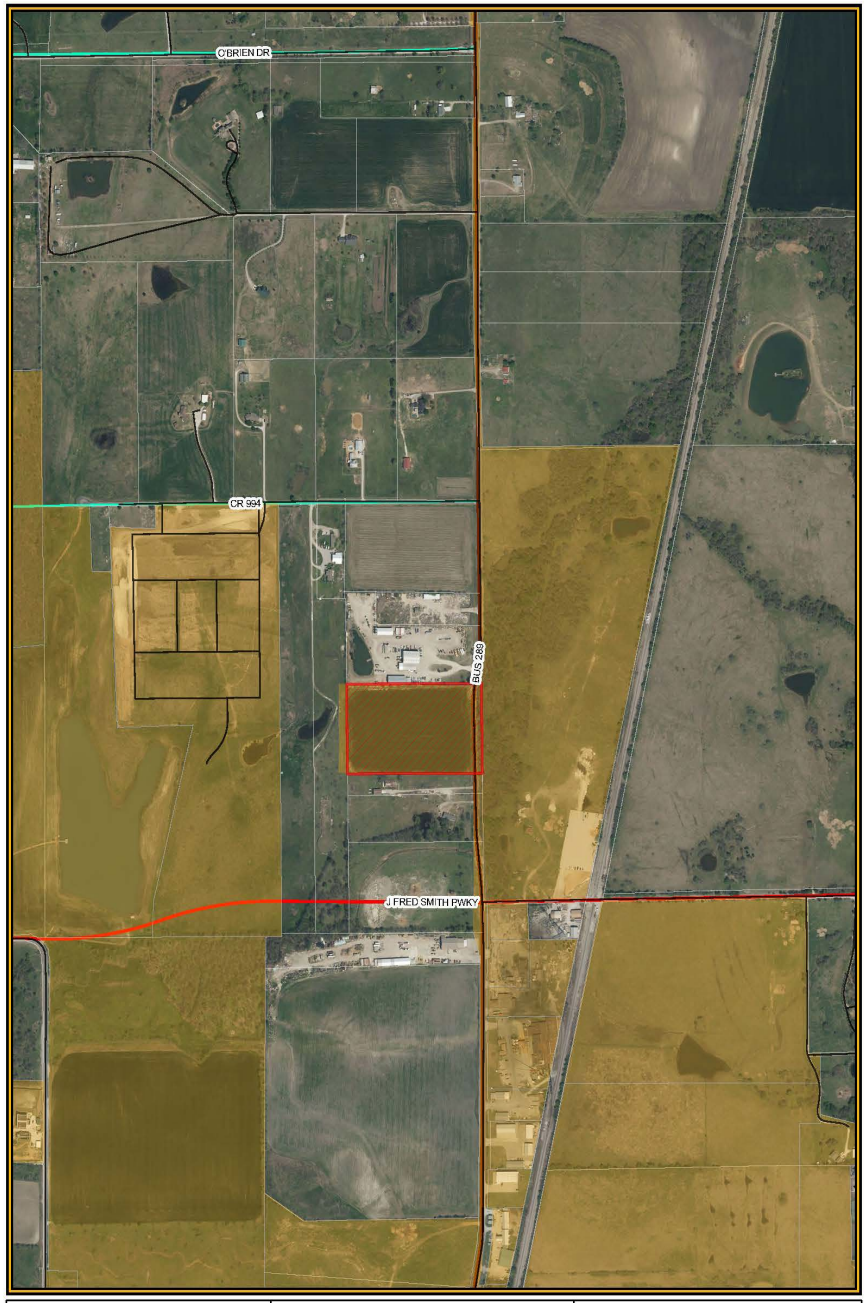
PD Amendment

City Council
September 14, 2021

Attachment: Staff Presentation (Celina 10 – Planned Development Amendment)



Attachment: Staff Presentation (Celina 10 – Planned Development Amendment)



LOCATION MAP

The subject property is generally located west of Louisiana Drive and 1,100 feet south of County Road 994

Attachment: Staff Presentation (Celina 10 – Planned Development Amendment)

BACKGROUND

- The subject property is approximately 10.4 acres, located within the City Limits
- The property is currently zoned PD-91, with a base zoning of Heavy Industrial
- The applicant is proposing to amend the Planned Development to add alternative materials (decomposed granite) for vehicle storage surfaces

Attachment: Staff Presentation (Celina 10 – Planned Development Amendment)

PROJECT OVERVIEW

- The property is currently zoned PD-91, and allows for a variety of heavy industrial uses
- The applicant desires to develop RV/Boat Storage on the property, which is permitted by right
- The applicant wishes to use alternative materials (decomposed granite), for the surface outside the limits of the fire lane (which is to be concrete)

Attachment: Staff Presentation (Celina 10 – Planned Development Amendment)

POLICY CONSIDERATIONS

- The amended PD removes “heavy industrial” entitlements by establishing a new base zoning of Industrial (which requires an SUP for “heavy” industrial uses)
- This request will allow the property to develop, per an allowed use within the existing PD
- Decomposed granite is appropriate for an RV/Boat Storage use
- Perimeter landscaping and screening is required

Attachment: Staff Presentation (Celina 10 – Planned Development Amendment)

P&Z PUBLIC HEARING

- One resident asked about alternative material design standards
- The Commission's motion precluded gravel from being an alternative material option due to concerns over potential dust

Attachment: Staff Presentation (Celina 10 – Planned Development Amendment)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its August 17th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Celina 10 – Planned Development Amendment)

CITY OF CELINA, TEXAS

ORDINANCE 2021-____
CELINA 10

AN AMENDMENT TO PLANNED DEVELOPMENT #91

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 10.4 ACRE TRACT OF LAND LOCATED IN THE M.L. QUSLEY, J.C. FLOYD & J.M. FLOYD SURVEY, ABSTRACT NO. 1053, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF LOUISIANA DRIVE, AND APPROXIMATELY 1,100 FEET SOUTH OF COUNTY ROAD 994; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 91; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, this Ordinance amends PD #91, which has previously been amended by ordinance 2018-23.

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Development Regulations set forth in Exhibit "C", attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (Celina 10 – Planned Development Amendment)

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 91 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B: Depiction of Property
Exhibit C: Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 91, and incorporates the Development Regulations attached hereto as Exhibit "C."

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

Attachment: Draft Ordinance (Celina 10 – Planned Development Amendment)

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 while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

Attachment: Draft Ordinance (Celina 10 – Planned Development Amendment)

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 14th day of September, 2021.

_____
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 (Celina 10 – Planned Development Amendment)

Exhibit A
Legal Description

BEING a tract of land situated in the M.L. Qusley, J.C. Floyd & J.M. Floyd Survey, Abstract No. 1053 and being all of a called 10.347 acre tract of land described in a deed to GBT Celina 10 LLC, as recorded in Instrument No. 20170123000099340, of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the southeast corner of said 10.347 acre GBT Celina 10 LLC tract and the northeast corner of a called 2.42 acre tract of land described in a deed to Vision and Structure LLC, as recorded in Instrument No. 20180823001063660, of the Official Public Records of Collin County, Texas, being on the east side of State Highway Business 289 and same being on the west line of a called 58.464 acre tract of land described as "First Tract" in a deed to Jane Huddleston and Billie Ray Huddleston, recorded in Document No. 93-0101757, Deed Records of Collin County, Texas;

THENCE North 89°07'57" West, departing the east side of said State Highway Business 289 and across said State Highway Business 289, along the common line of said 10.347 acre tract and 2.42 acre tract, a distance of 858.55 feet to the southwest corner of said 10.347 acre tract and the northwest corner of said 2.42 acre tract and said point also being on the east line of a called 10.000 acre tract of land described in a deed to Vision and Structure LLC, as recorded in Instrument No. 20200811001295260, of the Official Public Records of Collin County, Texas;

THENCE North 00°27'31" East, along the common line of said 10.347 acre tract and said 10.000 acre tract, a distance of 524.86 feet to the northwest corner of said 10.347 acre tract and same being the southwest corner of a called 7.455 acre tract of land described in a deed to Frisco Construction Services, LLC, as recorded in Volume 6036, Page 1022, of the Deed Records of Collin County, Texas;

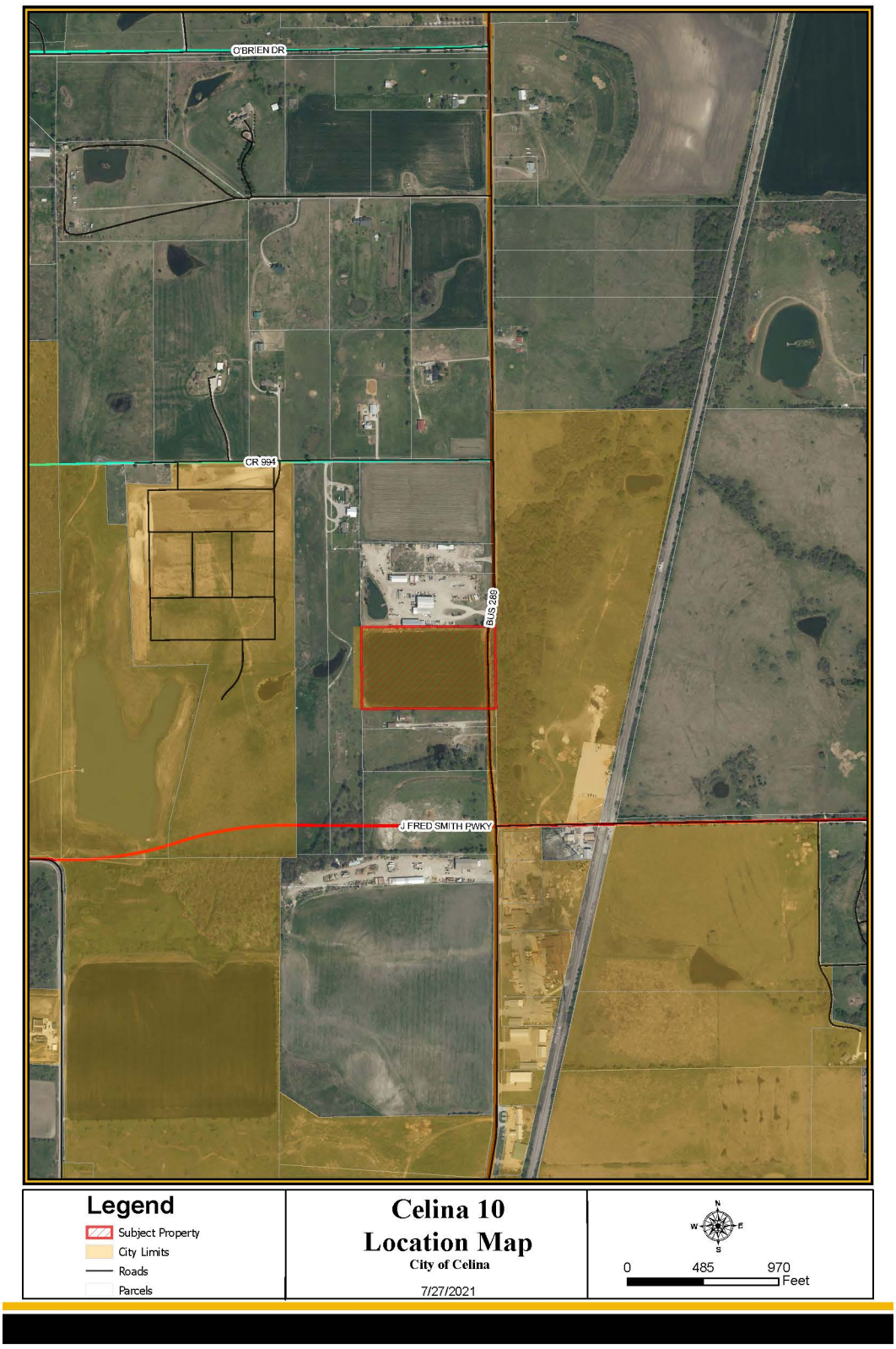
THENCE South 89°10'11" East, departing the east line of said 10.000 acre tract, along the common line of said 10.347 acre tract and 7.455 acre tract, at 793.45 feet passing the west side of the above described State Highway Business 289 and continuing along the north line of said 10.347 acre tract, across said highway, a total distance of 858.22 feet to the northeast corner of said 10.347 acre tract, on the east side of said State Highway Business 289 and same being the west line of the above described 58.464 acre Huddleston tract;

THENCE South 00°25'21" West, along the east side of said highway and along the common line of said 10.347 acre tract and 58.464 acre tract, a distance of 525.17 feet to the **POINT OF BEGINNING** and containing 10.346 acres (450,655 square feet) of land, more or less.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Attachment: Draft Ordinance (Celina 10 – Planned Development Amendment)

Exhibit B
Property Exhibit



Attachment: Draft Ordinance (Celina 10 – Planned Development Amendment)

Exhibit C
Development Regulations

The base zoning of the subject property shall be Industrial (I).

The subject property shall conform to all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City Ordinances, as may be amended, and subject to the following conditions:

1. **Uses**
   The following uses shall be Permitted:
   a. Mini Warehouse/Self Storage
   b. Office Showroom
   c. Warehousing
   d. RV/Boat Parking

2. **Screening & Fencing**
   The property shall be required to provide the following:
   a. South & North: 10' landscape buffer, Design Master Fencing (or equivalent), and required trees/landscaping per the Zoning Ordinance
   b. West: 20' landscape buffer, 8' masonry screening wall, and required trees/landscaping per the Zoning Ordinance
   c. East (along Louisiana Drive): 40' landscape buffer, 8' masonry screening wall, and required trees/landscaping per the Zoning Ordinance

   In all instances, chain link is prohibited.

3. **Building Materials**
   The project shall abide by all architectural standards found within the Zoning Ordinance, as may be amended. Covered carports for storage of parking may consist of metal poles and roofing materials.

4. **Alternative Materials**
   For an RV/Boat storage use, decomposed granite as an alternative material may be used outside of the limits of the fire lane, which must be concrete.

Attachment: Draft Ordinance (Celina 10 – Planned Development Amendment)

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:	September 14, 2021
Re:	Matusek Tract (PAWC Annex) - Development Agreement

Action Requested:
Conduct a public hearing and act upon a Development Agreement between the City of Celina and The Parks at Wilson Creek, L.P. for approximately 51 acres of land, generally located north of the future Collin County Outer Loop and approximately 1,045 feet west of FM 2478 (future Custer Road), within the ETJ. (Matusek Tract (PAWC Annex) – Development Agreement) (McAfee)

Applicant:
Cambridge Companies
8750 N. Central Expressway, Suite 1735
Dallas, TX 75231

Background Information:
The property is approximately 51 acres, within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning of the tract, which is an extension of the existing Parks at Wilson Creek master planned community. Refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Regulations

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

CUSTER RD
OUSLEY BLVD
OUSLEY BLVD
SUNSET BLVD
SUNSET BLVD
ROSELAND PKWY
COLLIN COUNTY OUTER LOOP
CHOATE PKWY

Attachment: Location Map (Matusek Tract (PAWC Annex) – Development Agreement)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Matusek Tract Location Map

City of Celina

7/27/2021

N
W E
S

0 500 1,000
Feet

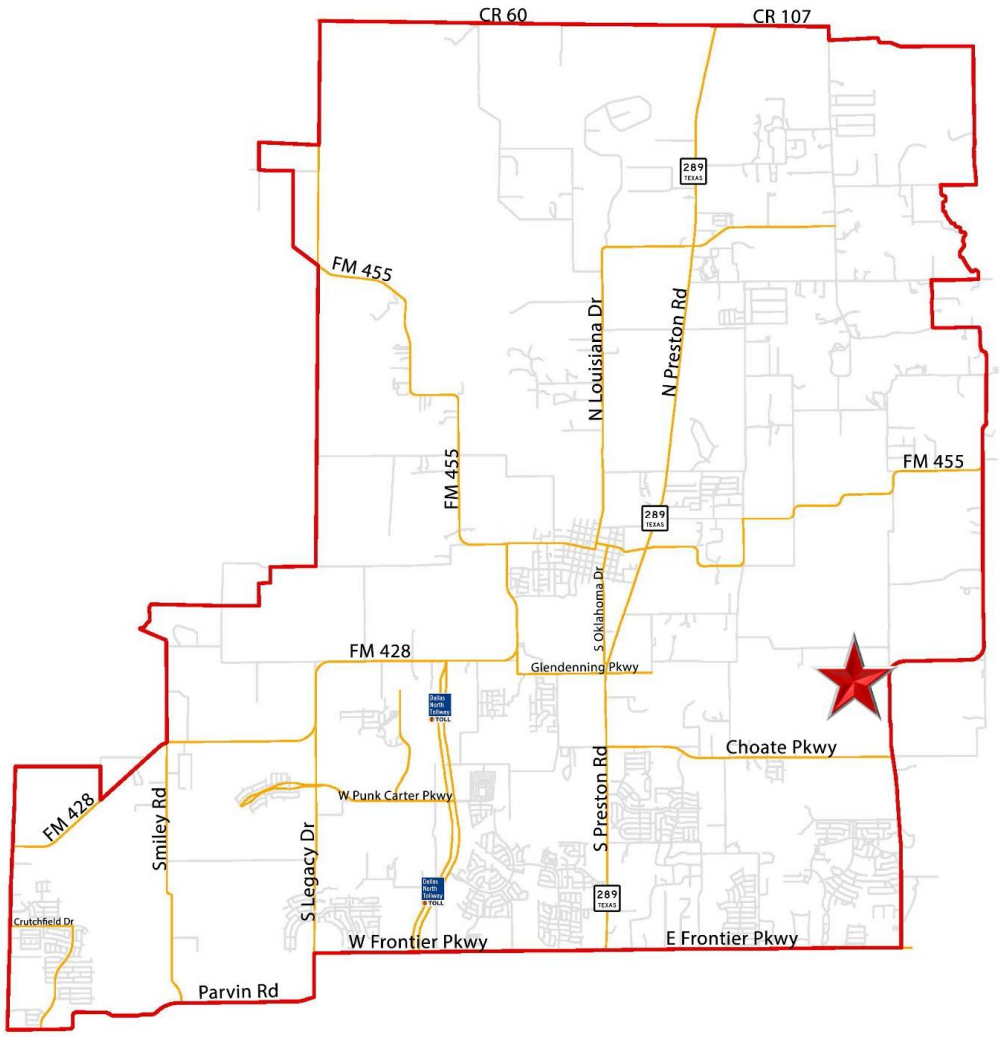
MATUSEK TRACT

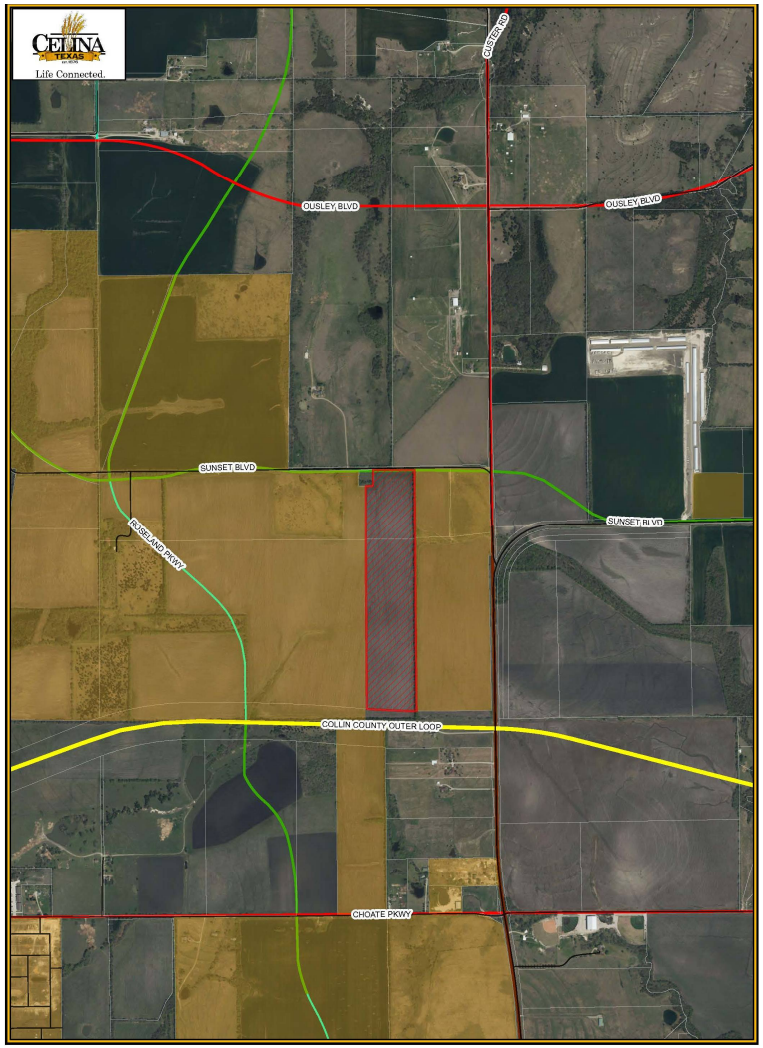
(PARKS AT WILSON CREEK EXPANSION) Development Agreement

City Council

September 14, 2021

Attachment: Staff Presentation (Matusek Tract (PAWC Annex) – Development Agreement)


CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

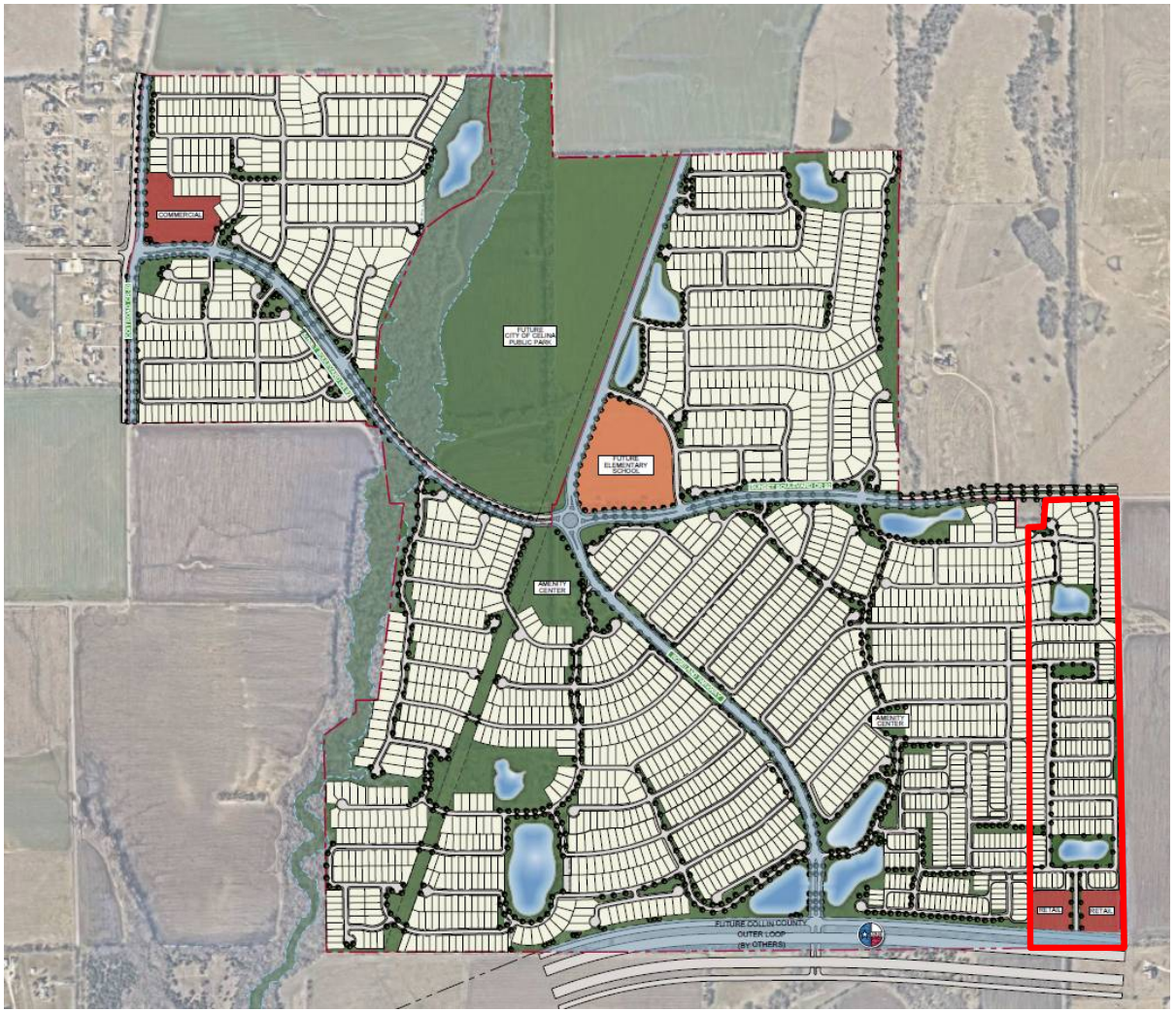
The subject property is generally located north of the future Collin County Outer Loop, and approximately 1,045 feet west of FM 2478 (future Custer Road), directly east of the Parks at Wilson Creek community

Attachment: Staff Presentation (Matusek Tract (PAWC Annex) – Development Agreement)

BACKGROUND

- The subject property is approximately 51 acres and located in the Extraterritorial Jurisdiction (ETJ)
- The property owner desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City
- The pre-annexation agreement on the property would not otherwise expire until 2034

Attachment: Staff Presentation (Matusek Tract (PAWC Annex) – Development Agreement)


COMMERCIAL
FUTURE CITY OF CELINA PUBLIC PARK
FUTURE ELEMENTARY SCHOOL
AMENITY CENTER
AMENITY CENTER
FUTURE COLLIN COUNTY OUTER LOOP (BY OTHERS)

AGREEMENT OVERVIEW

- The Development Agreement proposes annexation and zoning for the 51 acres, which is currently undeveloped
- The agreement contemplates an extension of the existing Parks at Wilson Creek (PAWC) master planned community
- Continues the entitlements within PAWC

Attachment: Staff Presentation (Matusek Tract (PAWC Annex) – Development Agreement)

LOT MIX

- Lot Types:
  - Ø70s
  - Ø60s
  - Ø50s
  - Ø40s (maximum 15%)
- Matches the existing Parks at Wilson Creek lot mix

Attachment: Staff Presentation (Matusek Tract (PAWC Annex) – Development Agreement)

CONCEPT PLAN

Proposed Land Use Summary

Single Family	40	78%
Retail	5	9%
Open Space	5	10%
Rights of Way	1	2%
Total	**51**	

Attachment: Staff Presentation (Matusek Tract (PAWC Annex) – Development Agreement)

POLICY CONSIDERATIONS

- The DA brings an additional 51 acres into the City Limits
- City standards apply (architecture, landscape)
- Diverse lot mix
- The tract is unlikely to develop well as a stand-alone project, as it is in-between Parks at Wilson Creek and a Mixed Use (MU) corner tract to the east and is generally lacking sufficient mass
- Part of a master planned community

Attachment: Staff Presentation (Matusek Tract (PAWC Annex) – Development Agreement)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Matusek Tract (PAWC Annex) – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its August 17th regular meeting
- Staff recommends approval as presented

DEVELOPMENT AGREEMENT

(The Parks at Wilson Creek Annex – Matusek Property)

This Development Agreement (this "Agreement") is made and entered into as of September 14, 2021 (the "Effective Date"), by and between THE CITY OF CELINA, TEXAS (the "City"), a home rule municipality located within Collin County, Texas, and THE PARKS AT WILSON CREEK, L.P., a Texas limited partnership (the "Owner") (the City and the Owner are each individually, a "Party", and collectively, the "Parties").

RECITALS

WHEREAS, the City is a home rule municipal corporation duly organized and validly existing under the laws of the State of Texas located within Collin County, Texas (the "County");

WHEREAS, as of the Effective Date, the City has an estimated population of less than 1.9 million persons;

WHEREAS, the Owner owns a tract of land in Collin County, Texas, containing approximately 50.9533 acres, and being more particularly described by metes and bounds in ***Exhibit "A"*** attached hereto (the "Property"), currently located wholly within the extraterritorial jurisdiction ("ETJ") of the City. A map of the Property is attached hereto as ***Exhibit "B"***;

WHEREAS, the prior owner and the City entered into those two certain Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement, each dated June 11, 2019, and each recorded in the real property records of Collin County, Texas, on June 27, 2019, at Instrument Numbers 20190627000749060 and 20190627000749080, respectively, covering the Property (collectively, the "Annexation Agreements");

WHEREAS, by entering into this Agreement, the Parties hereby terminate the Annexation Agreements and replace them in their entirety with this Agreement;

WHEREAS, pursuant to Chapter 791, Texas Government Code, the Parties acknowledge that the City entered into an interlocal agreement with the County pursuant to which the City has exclusive jurisdiction over subdivision regulation and platting within the City's ETJ and the design, construction, installation, and inspection of water, sanitary sewer, drainage, roads, and other roadway and utility infrastructure to be located upon the Property, and that the County shall have and exercise no jurisdiction over such matters;

WHEREAS, the Property is located within an area for which Certificate of Convenience and Necessity No. 10150 has been granted to Marilee Special Utility District ("Marilee") for providing retail water service;

WHEREAS, Owner has agreed, at Owner's sole cost and expense, to use commercially reasonable, good faith efforts, to decertify the Property from the Marilee Certificate of Necessity No. 10150;

WHEREAS, the Parties intend for the City to be the retail provider of water service and sewer service to the Property;

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

WHEREAS, the Owner desires to proceed with development of the Property as a master planned community to be known as **The Parks at Wilson Creek Annex** (the "Development") as described or illustrated in the concept plan (the "Concept Plan") attached hereto as ***Exhibit "C,"*** which Development is anticipated to occur over a number of years in phases of various sizes;

WHEREAS, the Development will require certain perimeter road improvements located where the Property is adjacent to Sunset Boulevard as described in Section 5.01(a) (the "Sunset Improvements");

WHEREAS, the Development will require certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and land for all of the onsite public improvements (collectively, "Onsite Public Improvements");

WHEREAS, certain offsite public infrastructure necessary to provide access to the Property from the Outer Loop ("Offsite Public Improvements" and together with the Sunset Improvements and the Onsite Public Improvements, the "Public Improvements") are not currently available to serve the Development;

WHEREAS, due to the location and other natural features of the Property, the cost of the Public Improvements does not allow for the Owner's intended Development in a cost-effective and market-competitive manner without participation by the City;

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City;

WHEREAS, the Parties have determined that the financing of the Public Improvements necessary for the development of the Property as proposed by the Concept Plan can best be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" ("PID Act");

WHEREAS, following the Effective Date and receipt of a petition requesting a public improvement district from the prior owner, which petition Owner acknowledges and accepts, the City will create The Parks at Wilson Creek Public Improvement District #2 through passage of a resolution (the "PID"), for the purpose of financing the Public Improvements that confer a special benefit on the Property;

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172, Texas Local Government Code, as amended;

WHEREAS, the Owner has agreed to impose the terms and provisions of this Agreement as restrictive covenants upon the Property;

WHEREAS, the City is agreeable to the Property being developed as a master planned community pursuant to such restrictive covenants that will remain in place for the term of this Agreement;

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

WHEREAS, the City supports the Concept Plan and will consider plats of all or a portion of the Property in general accordance with such plan and this Agreement;

WHEREAS, the City and the Owner agree that the development of the Property can best proceed pursuant to a development agreement such as this Agreement;

WHEREAS, the City's Planning and Zoning Commission considered ***Exhibit "D"*** to this Agreement during their August 17, 2021, meeting; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the City and the Owner are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I
REPRESENTATIONS AND DEFINITIONS

1.01 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.02 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and 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 authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been authorized to do so.

ARTICLE II
PURPOSES, TERM, CONSIDERATION, AND JURISDICTIONAL STATUS

2.01 Purposes. The Parties desire to enter into this Agreement to: extend the City's planning authority over the land by providing for a development plan under which certain general uses and development of the Property are authorized; authorize enforcement by the City of municipal land use and development regulations in the same manner the regulations are enforced within the City's boundaries; authorize enforcement by the City of certain land use and development regulations other than those that apply within the City's boundaries; and provide for infrastructure for the Property, including the Public Improvements. It is further the intent and purpose of the Parties to provide for the annexation of the Property and to provide for the terms of annexation; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration, including establishing the means of and terms for financing the Public Improvements by the City and the Owner.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

2.02 Consideration. The covenants of, benefits to, and performances by, the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

2.03 Term. The term of this Agreement shall be 45 years after the Effective Date (the "Term").

2.04 Immunity From Full Purpose Annexation. Until the City presents the Owner with a voluntary annexation petition as provided in Section 4.01(a) of this Agreement and the City satisfies the conditions in Section 4.02 of this Agreement, the City hereby guarantees the extraterritorial status of the Property and its immunity from full purpose annexation by the City during the Term of this Agreement.

ARTICLE III
REGULATION OF DEVELOPMENT

3.01 Governing Regulations. Development of the Property shall be governed solely by the following:

(a) the Concept Plan attached as ***Exhibit "C"*** to this Agreement;

(b) the Planned Development Regulations for The Parks at Wilson Creek Annex attached as ***Exhibit "D"*** to this Agreement (the "Development Regulations");

(c) the City's subdivision regulations adopted by the City Council for uniform application throughout the corporate limits and the ETJ of the City (the "Subdivision Regulations");

(d) the City-adopted building codes and local amendments and fire codes and local amendments, but only to the extent adopted by the City Council for uniform application throughout the corporate limits and the ETJ of the City, and the City's building material regulations in the Zoning Regulations (as it existed on August 1, 2019) (collectively, the "Building Codes");

(e) the City's engineering and construction standards adopted by the City Council for uniform application throughout the corporate limits and the ETJ of the City (the "Engineering and Construction Standards");

(f) the City's water and wastewater rules adopted by the City Council for uniform application throughout the corporate limits and ETJ of the City (the "Water and Wastewater Rules"); and

(g) final plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement and the Subdivision Regulations (the "Approved Plats").

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

The following shall hereinafter be referred to collectively as the "Governing Regulations": (i) the Concept Plan, (ii) the Development Regulations, (iii) the Subdivision Regulations, (iv) the Building Codes, (v) the Approved Plats, (vi) the Engineering and Construction Standards, and (vii) the Water and Wastewater Rules. Except to the extent amended uniformly and applied throughout the corporate limits and ETJ as noted above, the Governing Regulations are the exclusive development regulations, and no other ordinances, rules, regulations, standards, policies, orders, guidelines or other City-adopted or City-enforced requirements of any kind (including any moratorium adopted by the City after the Effective Date unless the City, in its reasonable discretion, determines that a moratorium applicable to the Property is an absolute necessity from a health and welfare standpoint and is applicable uniformly to at least the general vicinity of the Property) apply to the development of the Property with the exception of those regulations adopted to prevent the imminent destruction of property or injury of persons. Subject to the limitations set forth in Section 3.06 below, the Subdivision Regulations, Building Codes, Engineering and Construction Standards, and Water and Wastewater Rules, as applicable to the Property, may be amended by the City from time to time during the Term of this Agreement. The Governing Regulations and this Agreement shall continue to be applicable after annexation of the Property by the City. The Parties agree that the Concept Plan and Development Regulations constitute a "development plan" as such term is used in Section 212.172, Texas Local Government Code.

Notwithstanding any other provisions of this Agreement, following annexation of the Property, the City may enforce any zoning ordinance adopted for the Property and the City's general zoning ordinance contained in Chapter 14 of the Code of Ordinances as currently existing or may be amended (together the "Zoning Regulations") against any End-Buyer of a fully developed and improved lot. The term "End-Buyer" means any owner, developer, tenant, user, or occupant. The term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records and upon which improvements have been constructed.

3.02 Concept Plan Revisions. The Concept Plan may be revised in part (without opening up the entire Concept Plan to revision) with the approval of the Owner, the City, and the owners of the portions of the Property within the area being revised on the Concept Plan. In addition, the boundaries of any tract shown on the Concept Plan (but not the total lot count) may be revised, from time to time, with only the approval of the City's staff, which approval shall not be unreasonably withheld, conditioned or delayed, if:

(a) the revision is approved, in writing, by the owners of all the property within the tracts being revised;

(b) the revision is approved, in writing, by the Owner;

(c) a revised Concept Plan is submitted to the City's staff concurrently with the submission of any preliminary plat covering any portion of the property subject to the change;

(d) the cumulative effect of all revisions does not change the area within any tract by more than 10% (based on the tracts as they are shown on the Concept Plan); and

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

(e) the maximum lot count of 300 single family living units allowed for the Property by the Development Regulations is not increased.

If the Concept Plan is revised as provided by this section, the revision shall be considered an amendment to this Agreement, and the City shall cause the revised Concept Plan to be attached to the official version of this Agreement on file in the county deed records. After annexation of the Property into the corporate limits, this review standard for Concept Plan revisions will be incorporated into the PD zoning ordinance governing the Property.

3.03 Development Regulation Revisions. Prior to annexation of the Property into the corporate limits, the City Council may permit exceptions to the Development Regulations when Owner demonstrates, to the reasonable satisfaction of the City Council, that the requested exception: (A) is not contrary to the public interest; (B) does not injure adjacent property; and (C) does not materially adversely affect the overall quality of development.

3.04 Plat Extensions. If requested in writing by Owner prior to the expiration date, any approved construction plat/preliminary plat, construction plat or construction drawings shall be automatically extended one time for one year. The City's staff shall provide Owner written confirmation of such one-year extension upon receipt of Owner's written request for such extension.

3.05 Impact of Revisions. Nothing in this Article III constitutes a waiver of Owner's right to claim that a future adopted City ordinance: (A) does not apply to the Property based on the "vested rights" of Owner, whether such rights arise under Chapter 43, as amended, or Chapter 245, as amended, Texas Local Government Code; (B) does not apply to the Property based on any other legal or equitable theory, whether based on existing or future common-law or state or federal statutes; or (C) constitutes an illegal exaction or a "taking" without compensation.

3.06 Conflicts. If any conflict or inconsistency exists between or among this Agreement, the Concept Plan, the Development Regulations and any of the other Governing Regulations, then this Agreement, the Concept Plan and the Development Regulations shall control, in that order, with respect to any such conflict or inconsistency. Further, in the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, procedure, order, guideline or other City-adopted or City-enforced requirement for initial development, whether existing on the Effective Date or hereinafter adopted, or whether before or after annexation of the Property by the City, this Agreement shall control. In the event of any conflict between the Development Regulations and the Subdivision Regulations, the Development Regulations shall control. In the event of any conflict between any Approved Plat and any of the other Governing Regulations, the Approved Plat shall control.

3.07 Certificate of Occupancy. Except for model homes as set forth below, no permanent structure located upon the Property shall be occupied until a certificate of occupancy has been issued by the City in compliance with the Governing Regulations. Model homes may be occupied for the sole purpose of sales and marketing with the issuance of a temporary certificate of occupancy which the City shall issue upon compliance with the Governing Regulations; however, no model home may be sold to or occupied by an End-Buyer until a regular certificate

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

of occupancy has been issued. All certificates of occupancy shall be paid for by the builder performing the work (or by the owner of the property on which the work is being performed).

3.08 Exclusive Fees. Except as specifically described below, the Owner shall be subject to those fees and charges due and payable to the City in connection with the development of the Property that are charged uniformly to other developments located in the corporate limits of the City, except for outdoor warning device fees and as set forth below.

(a) Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees, technology fees and other capital recovery fees shall be charged against the Property other than park fees in an amount not exceeding $1,500 per residential dwelling unit (the "Park Fees"), technology fees in an amount not exceeding $500 per lot, and capital recovery fees of $6,000 per lot (the "Capital Recovery Fees"). All Park Fees shall be deposited into a segregated account and earmarked for the purpose stated in Section 3.08(b) below.

(b) The City shall deposit the $1,500 per residential dwelling unit park fees generated from Mustang Lakes (including Phase 2 thereof), Cambridge Crossing, The Parks at Wilson Creek and the Development (collectively, the "Collective Park Fees"), into a segregated account and shall use such Collective Park Fees for the sole purpose of planning and developing the 100-acre City Park adjacent to the Development (the "City Park").

3.09 Public Education Support. Owner requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Owner agrees to cause the homeowner's association that Owner intends to create over all or some of the Property (which will initially be controlled by Owner) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as ***Exhibit "E"***, at the first/organization meeting of said association. In addition, when Owner creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of ***Exhibit "E"***.

3.10 Internet and Gas Lines. Owner has contracted with Atmos Energy and AT&T Services, Inc. to install, respectively, natural gas and high-speed internet infrastructure (among other things) to serve all residential lots within the Development as the Development is developed. The foregoing infrastructure will be installed within public rights-of-way or public easements. The high-speed internet infrastructure will consist of either fiber or a future technology approved by the City. The high-speed internet infrastructure/fiber and natural gas lines will be adequately sized to serve the intended use of the lot. Once installed, the Owner shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or natural gas lines.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

ARTICLE IV
ANNEXATION & ZONING

4.01 Annexation and Zoning.

(a) Annexation. Within thirty (30) days of being requested to do so by the City, Owner agrees to (a) submit a voluntary annexation petition only for the Property, or (b) if requested by the City, sign a petition for annexation presented to Owner by the City that may contain additional acres (collectively, the "Petition Property"), any such petition that contains additional acres to be in a form substantially similar to the petition signed by Celina 557 Partners, L.P. in connection with the voluntary annexation of the property known as Mustang Lakes Annex (Brinkmann Ranch). Owner agrees to execute and supply any and all instruments and/or other documentation reasonably necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. This Agreement is intended to satisfy the requirements of Texas Local Government Code Section 43.016, as it may be subsequently amended. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Owner shall execute another voluntary annexation petition for the Petition Property and/or the Property, within ten (10) days of being requested to do so, such petition, if it includes additional acres, to be in a form substantially similar to the petition signed by Celina 557 Partners, L.P. in connection with the voluntary annexation of the property known as Mustang Lakes Annex (Brinkmann Ranch). Owner acknowledges and agrees that this Section 4.01(a) was a material inducement for the City to enter into this Agreement with Owner and to create a PID.

(b) Zoning. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 4.01(a) of this Agreement, the Parties agree that the Governing Regulations and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Regulations and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent ***Exhibit "D"***, Section 4.04 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

4.02 Enforcement Rights After Annexation and Zoning. Upon annexation of the Property or any portion thereof, the City shall have all of the same enforcement rights to enforce compliance with the Governing Regulations with respect to such Property that it otherwise enjoys under the law to enforce development regulations within the City's corporate limits.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

4.03 Discontinuation of Land Use. The Parties agree that should the City annex all or any portion of the Property, the City may pursue the discontinuation of non-conforming land uses without regard to whether and for what length of time a particular land use existed prior to annexation into the City if such use is not permitted by the Concept Plan and Development Regulations.

4.04 Building Codes, Fire Codes and Building Materials. *As consideration for the capital recovery fees being reduced and impact fees being waived for the Property, Owner has consented to and requested, and the Parties agree, that* ***Exhibit "D"****, the City-adopted Building Codes and local amendments as subsequently approved and uniformly applied throughout the corporate limits and ETJ, the City-adopted fire codes and local amendments as subsequently approved and uniformly applied throughout the corporate limits and ETJ, and the City's building material regulations contained in the zoning ordinance apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

ARTICLE V
ROAD INFRASTRUCTURE

5.01 Roadway Improvements. Certain thoroughfare and other roadway improvements are necessary and beneficial to the Development and are described below in this Section 5.01 and depicted on ***Exhibit "F"***. (the "Roadway Improvements"). With the exception of the Roadway Improvements described below, no off-site or perimeter road improvements or thoroughfare improvements are required to be constructed in connection with the use or development of the Property.

(a) Sunset Improvements. Sunset Boulevard adjacent to the Property will consist of a 28-foot, 10-inch thick, pavement section, over an 8-inch lime stabilized subgrade, and with a 10-foot wide trail on the south side of the roadway, all within a 100-foot wide right-of-way, shall be constructed from the westernmost boundary line of the cemetery to the easternmost boundary line of the Property; the trail shall transition from a 10-foot trail to a 6-foot trail within 50-feet of the westernmost boundary line of the cemetery or at a logical location agreeable to City staff and the Owner. Notwithstanding anything to the contrary set forth above, Sunset Boulevard and all trails, as applicable, are to be constructed concurrently with the development of the phase of single family lots on the portion of the Property adjacent to Sunset Boulevard and the trails, as applicable. Due to the cemetery, the future center line

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

of Sunset Boulevard shall be 50-feet north of the existing south right of way line of CR 92.

(b) Residential Streets. All local residential streets (non-thoroughfares) shall consist of a 29-foot wide, 6-inch thick pavement section, over a 6-inch lime stabilized subgrade, with 5-foot wide sidewalks on both sides, all within a 50-foot wide right-of-way. Notwithstanding anything to the contrary set forth above, all sidewalks are to be constructed concurrently with the construction of homes on the portion of the Property adjacent to the sidewalks.

Notwithstanding anything to the contrary set forth above, the Roadway Improvements to be constructed by Owner will include one-half of the right-of-way and construction required by the Governing Regulations if the Property abuts on one side and all or both halves of the right-of-way and construction required by the Governing Regulations if the Property abuts on both sides.

ARTICLE VI
UTILITY SERVICE PLAN; WATER AND WASTEWATER INFRASTRUCTURE

6.01 Water Service.

(a) Retail Service; CCN Matters. The Parties acknowledge that Owner shall, at Owner's sole cost and expense, use commercially reasonable, good faith efforts to decertify the Property from Marilee's Certificate of Necessity No. 10150. The Parties acknowledge and agree that water capacity will be needed in phases as the Development progresses. The City represents and confirms that it will provide water service at times and in amounts sufficient to meet the service demands of the Development, including, without limitation, for Owner's anticipated first phase of single family lots in the Development following removal of the Property from Marilee's Certificate of Necessity No. 10150. If Owner is unable to complete decertification, Owner agrees to pay City the amount equal to what the City is required to pay Marilee for the purchase of the CCN for the Property as required by the Full and Final Settlement Agreement dated April 24, 2001, as subsequently amended, between Marilee and the City (the "CCN Fee") prior to requesting water service from the City; and thereafter, within 10 days of receiving a written request from Owner, the City will provide to Owner or Owner's designee a "will serve" letter confirming sufficient water capacity to serve the proposed Development of the Property. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail service provider to the Property.

(b) UTRWD Wholesale Water Supply Contract. The City has entered into a Participating Customer Treated Water Supply Contract, dated February 14, 2000, as amended September 22, 2003, with the Upper Trinity Regional Water District ("UTRWD") for wholesale treated water supply which contract may be amended from time to time. Following Owner's successful decertification of the Property from Marilee's Certificate of Necessity No. 10150 or payment of the CCN Fee, the City agrees to amend or take such other appropriate action necessary to secure water

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

supply for the Development at times and in amounts as will permit the continuous and orderly development of the Property pursuant to the Concept Plan, including, without limitation, for Owner's anticipated first phase of single family lots in the Development. The City agrees to request input from the Owner for planning purposes, and Owner agrees to provide information as may be reasonably requested from time to time by the City, to enable the City to plan for the water service demands of the Development.

6.02 Wastewater Service.

(a) Retail Service; CCN Matters. The Parties acknowledge that the City has a CCN to provide retail sewer service to certain areas that include the Property. The Parties acknowledge and agree that sanitary sewer capacity will be needed in phases as the Property develops. The City represents and confirms that it will provide sanitary sewer service at times and in amounts sufficient to meet the service demands of the Development, including, without limitation, for Owner's anticipated first phase of single family lots in the Development. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail sewer service provider for the Property. Within 10 days of receiving a written request from Owner, the City will provide to Owner or Owner's designee a "will serve" letter confirming sufficient sewer discharge capacity to serve the proposed Development of the Property.

(b) Wholesale Waste Treatment Contract. The City entered into a contract for the provision of wastewater collection and treatment services, dated December 7, 2006, and amended December 13, 2007, with UTRWD, which contract may be further amended from time to time. The City agrees to take all appropriate action necessary to secure wastewater collection and treatment services for the Development at times and in amounts as will permit the continuous orderly development of the Property pursuant to the Concept Plan, including, without limitation, for Owner's anticipated first phase of single family lots in the Development. The City agrees to request input from Owner for planning purposes and Owner agrees to provide information as may be reasonably requested from time to time by the City to plan for the wastewater service demands of the Development.

6.03 Retail Service Rates. It is the express intent of the Parties that the retail water and sanitary sewer rates for each classification of customer will be uniform throughout the portions of the City limits for which the City controls the CCN. Consequently, the retail rates for water and sanitary sewer service to be provided to the future residents and commercial customers within the Property after annexation shall be at all times and in all respects the same as charged to the same classification of customers within the portions of the City limits for which the City controls the CCN.

6.04 Water and Wastewater Infrastructure. No off-site water or off-site wastewater infrastructure is anticipated to be constructed by the Owner in connection with the development of the Property. Within the Sunset Boulevard improvements described in Section 5.01(a) above, the Owner shall upsize the water line to 18" diameter (the "Oversized Water Line") to serve the

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Property and property outside the Property as depicted on ***Exhibit "F"***. The City will pay the cost of upsizing the Oversized Water Line from 12" to 18" in diameter in a typical construction draw fashion as construction occurs within thirty days of being invoiced for such costs provided Owner has notified City at least nine (9) months' in advance of Owner's intent to begin construction,

Except as set forth above, the Owner shall not be required to oversize any water or wastewater infrastructure to serve off-site development.

6.05 Cemetery Fencing. Owner agrees to work with owner/operators of the cemetery and the City to install (a) a decorative 6-foot ornamental metal fence and gate along Sunset Boulevard, painted black, and (b) appropriate fencing and/or buffer along the remaining perimeter of the cemetery which, at minimum, shall consist of a 6-foot board-on-board fence where lots are contiguous to the cemetery.

6.06 Tree Mitigation. City agrees to waive (a) all tree mitigation along the easternmost boundary line of the Property and (b) all tree mitigation associated with the installation of the perimeter fencing associated with the cemetery under Section 6.05 above.

ARTICLE VII
PUBLIC IMPROVEMENT DISTRICT

7.01 The City proposes to create the PID to fund, in part, the Public Improvements and the provision of certain Supplemental Services (hereinafter defined) that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by Owner, and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, the City agrees to issue the PID Bonds, subject to City Council approval.

(a) PID funding of Public Improvements and Supplemental Services as authorized by the PID Act and approved by the City will include, to the maximum extent authorized by State law: (i) annual payments by the City to the Owner of PID assessments; (ii) the issuance by the City of PID Bonds secured by such assessments and/or other security; (iii) the issuance by the City or other issuer of other bonds secured by PID assessments and/or other security; and (iv) any other method approved by the Parties.

(b) The Public Improvements and Supplemental Services to be funded by the PID will be the same as those described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the "PID Projects").

(c) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the Public Improvements, as applicable.

(d) The City and the Owner will jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

(e) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

(f) Supplemental Services are those services provided by the Owner or the Owner's assignee or designee to maintain public open space and landscaping within public rights-of-way at a level in excess of the maintenance provided by the City as part of its usual and customary maintenance for such public improvements within its corporate limits. For each year that the Owner submits to the City a budget for Supplemental Services, the City shall levy a PID assessment not to exceed five cents per $100 of taxable assessed value to cover the cost of such Supplemental Services. Such PID assessments shall be collected by or on behalf of the City and paid by the City to the Owner or the Owner's designee for the provision of the Supplemental Services.

7.02 Costs for Non-Bank Qualified Bonds. If in any calendar year the City issues bonds, notes or other obligations in the amounts included in the City's Capital Improvement Program as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Owner

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The PID Bond Fee of the Owner and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Owner, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Owner, as applicable).

To the extent any developer(s) or owner(s) (including the Owner, as applicable) has (have) paid the PID Bond Fee for any particular calendar year, any such PID Bond Fee paid subsequently by a developer or owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the PID Bond Fee.

If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the PID Bond Fee to any other developer or owner on whose behalf the City has issued debt, then no PID Bond Fee shall be due under this provision and if any PID Bond Fee had already been paid to the City under this provision, then such PID Bond Fee shall be reimbursed promptly to the Owner from lawfully available and otherwise unencumbered funds.

7.03 PID Notices. When selling any of the Property after the PID is created, the Owner shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Owner shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property.

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five business days after it is due.

8.02 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the aggrieved Party to suspend performance under this Agreement unless (i) the portion of the Property for which performance is suspended is the subject of the default, or (ii) the portion of the Property for which performance is suspended is owned or controlled by the owner or developer in default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that any other developer is in default with respect to any other tract but may suspend performance with regard to development of "Tract X" and all tracts owned by "Developer A" if "Developer A" is in default on "Tract Y"); or

(c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(d) limit the term.

8.03 Limited Waivers of Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement.

THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT.

ARTICLE IX
ASSIGNMENT AND ENCUMBRANCE

9.01 Assignment by Owner to Successor Owners. Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Owner Assignee") that is or will become an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. Notice of each proposed assignment to an Owner Assignee shall be provided

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

to the City at least 15 days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee who the City may contact for additional information regarding the experience and background of the Owner Assignee. Each assignment shall be in writing executed by Owner and the Owner Assignee and shall: (a) obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, titles or interests being assigned; and (b) contain a representation by Owner Assignee acknowledged by a notary public that Owner Assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.02 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least 15 days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, Owner agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within 15 days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

9.03 Encumbrance by Owner and Assignees. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.04 Transfer of Warranties. Any Public Improvements that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Improvements.

9.05 Waiver of Claims

(a) Nothing in the dealings between the Parties prior to the Effective Date of this Agreement shall be considered an illegal impact fee or exaction. The Owner agrees and stipulates that all terms of Local Government Code Section 212.904 have been met by the City and that the Owner's portion of the costs of the Public Improvements required by this Agreement and/or the Parties' dealings prior to the Effective Date do not exceed the amount required for such Public Improvements that are roughly proportionate to the proposed Development.

(b) Expressly subject to the conditions set forth in this Section 9.05(b), the Owner and its related entities, successors and assigns (collectively the "Developer Parties") release and discharge the City, its past and present employees, officers, council members, attorneys and other representatives (including city consultants, the city attorney, the city engineer, city building official and city bond counsel) (collectively the "City Parties") from any and all claims, demands, controversies, and causes of action for breach of contract, takings, exactions, claims under Texas Local Government Code Chapter 395, and claims under the Private Real Property Rights Preservation Act, Texas Government Code Chapter 2007, and all claims for reimbursements and monies that relate to the Development and that occurred prior to the date of execution of this Agreement, provided, however, notwithstanding anything to the contrary in this Section 9.05(b), the Parties do not release any future contract rights arising under or related to this Agreement. Any claims against the City Parties by the Developer Parties arising prior to the Effective Date which

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

are not specifically released by this Section 9.05(b) are hereby assigned by the Developer Parties to the City.

(c) The City represents and warrants to the Developer Parties that it has no knowledge of any claims, demands, controversies, and causes of action against the Developer Parties, their past and present employees, officers, attorneys and other representatives, arising through the date hereof.

(d) The Developer Parties represent and warrant to the City Parties that they have no knowledge of any claims, demands, controversies, and causes of action against the City Parties, their past and present employees, officers, attorneys and other representatives, arising through the date hereof.

9.06. **DEVELOPER PARTIES' ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

(A) OWNER AND ADDITIONAL PROPERTY OWNER ACKNOWLEDGE AND AGREE THAT:

(I) THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED AND THE FEES TO BE IMPOSED BY THE CITY REGARDING THE PROPERTY, IN WHOLE OR IN PART, UNDER THIS AGREEMENT DO NOT CONSTITUTE A:

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

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

(C) NUISANCE.

(II) THE AMOUNT OF OWNER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH OWNER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) OWNER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT THEY MAY HAVE. OWNER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT 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. OWNER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL 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.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

(B) OWNER RELEASES THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS RELATING TO OWNER'S OBLIGATIONS CREATED IN THIS AGREEMENT.

(C) THIS SECTION 9.06 AND SECTION 9.05 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE X
RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

10.01 Binding Obligations. **Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of the County but only after The Parks acquires the Property from the Owner.** No document releasing the Annexations Agreements shall be filed in the deed records of the County until this Agreement is filed. In addition, all assignments of this Agreement shall be recorded in the deed records of the County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a fully developed and improved lot except for land use and development regulations that apply to specific lots; provided that this provision shall not negate the End-Buyer's obligation to comply with the City's ordinances or for the payment of ad valorem taxes and assessments (including assessments that result from the application of this Agreement) applicable to such End-Buyer's property. For purposes of this Agreement, the Parties agree that the term "land use and development regulations that apply to specific lots" mean the Governing Regulations and the Zoning Regulations (including any authorized revisions thereto).

10.02 Releases. From time to time upon the written request of an owner of all or any portion of the Property, the City shall execute, in recordable form, a release of this Agreement if that owner's obligations under this Agreement have been satisfied, subject to the continued application of the Governing Regulations.

10.03 Estoppel Certificates. From time to time upon written request of Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute, to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of Owner under this Agreement that are in default. Owner shall pay City $500.00 at the time of Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI
ADDITIONAL PROVISIONS

11.01 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute a legislative finding by the City Council. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

To the City:
Attn: Jason Laumer, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail:jlaumer@celina-tx.gov
TEL: (972) 382-2682

With a copy to:
Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, TX 75206
E-mail: lvanzant@hbwvlaw.com
TEL: (940) 387-3518

With a copy to:
Attn: Julie Fort
Messer, Fort & McDonald, P.L.L.C.
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400

To the Owner:
Attn: Mr. James J. Melino
The Parks at Wilson Creek, L.P.
c/o The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231
E-mail:jmelino@cambridgecos.com
TEL: (214) 691-2556

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

With a copy to: Attn: Ms. Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail:misty.ventura@svlandlaw.com
TEL: (214) 328-1101

11.03 Reservation of Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended. In addition, to the extent the City fails to provide adequate and continuous retail water and sewer service in accordance with the requirements of the CCNs, the Owner does not waive (and expressly reserves) the right to seek retail water and sewer services from an alternative provider and, if required to obtain such services, seek decertification of the CCNs. In the event the voluntary annexation as contemplated in Article IV above is not completed, the City expressly reserves its authority to unilaterally annex the Property pursuant to Chapter 43 of the Texas Local Government Code.

11.04 LED Lighting. If the electric service provider to the Property provides an option to use LED lighting, then the Owner agrees to install LED street lighting within the Development.

11.05 Water Wells. To the extent allowed by state law, water wells may be drilled within the Property for the limited purpose of providing irrigation water and water required for amenity lakes and other water features; subject, however, to all applicable rules and regulations of the County, City, and the Texas Commission on Environmental Quality.

11.06 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.07 Enforceability. 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 and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code.

11.08 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement, including, but not limited to, the Annexation Agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and 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. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, Owner does not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Property is

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property that is owned by Owner, or Owner's successors and assigns, is not within the City's ETJ, then Owner, or Owner's successors and assigns, shall petition the City to include such portion of the Property within City's ETJ and then voluntarily petition for annexation into City of said Property.

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

11.10 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.12 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

11.13 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

11.14 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.

11.15 Ordinances. The Parties hereto acknowledge that this Agreement is limited to regulating the initial development of the Property by Owner and does not waive, alter or limit in any way the City's authority to enforce and apply any other ordinance, whether now existing or in the future arising, that is not a regulation of initial development against Owner, Owner Assignee, End-Buyers, occupants or any other user of the Property.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

11.16 Exhibits. The following Exhibits are attached to this Agreement and are part of this Agreement:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Map of the Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Education Support Agreement with HOA CCRs
Exhibit F	Road and Utility Exhibit

[the remainder of this page intentionally left blank - signature pages and exhibits to follow]

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Tarrant, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On September ____, 2021, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of TEXAS

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

OWNER

THE PARKS AT WILSON CREEK, L.P.,
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on September ___, 2021, by James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as Manager of The Parks at Wilson Creek GP, LLC, a Texas limited liability company, on behalf thereof as General Partner of The Parks at Wilson Creek, L.P., a Texas limited partnership, on behalf of such partnership.

_____
Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Exhibit A

Property Description

(50.9533 Acres)

BEING a tract of land situated in the J.B.Wilmeth Survey, Abstract Number 985 and the J.B. Wilmeth Survey Abstract Number 983, Collin County, Texas, said tract being a portion of that tract of land conveyed to the Bilinda Cox Matusek Trust, according to the document filed of record in Document Number 20120724000891520, Official Public Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the most southerly northwest corner of said Matusek tract;

THENCE North 89°35'50" East, a distance of 120.23 feet to a point for corner;

THENCE North 0°13'10" West, a distance of 218.35 feet to a point for the most northerly northwest corner;

THENCE North 89°17'50" East, a distance of 561.60 feet to a point for the northeast corner;

THENCE South 0°24'10" East, a distance of 3304.65 to a point for the southeast corner, at the beginning of a non-tangent curve to the right having a central angle of 2°43'51", a radius of 14335.50 feet, a chord bearing and distance of North 87°52'20" West, 683.18 feet;

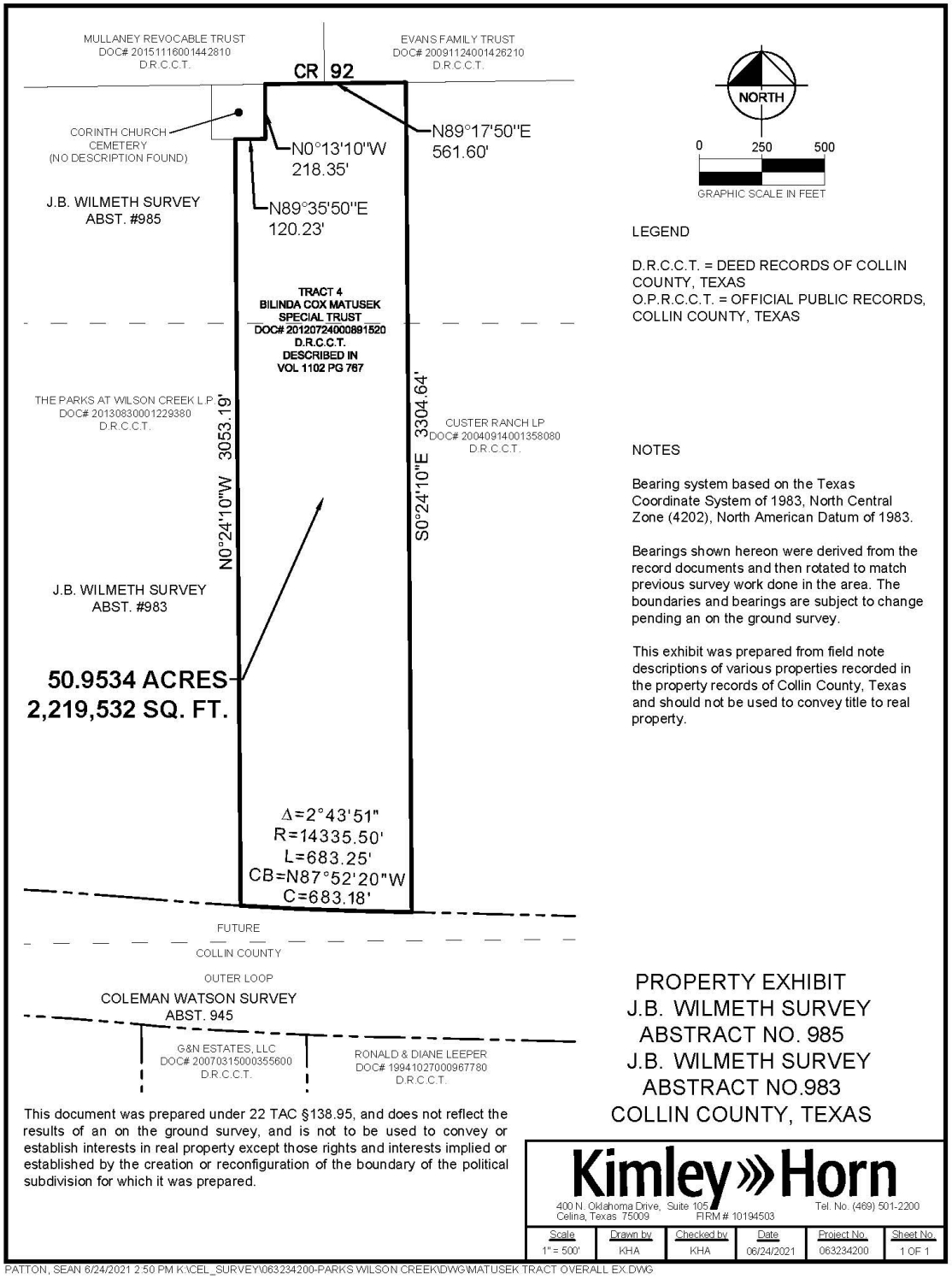
THENCE in a northwesterly direction, with said curve to the right, an arc distance of 683.25 feet to a point for the southwest corner;

THENCE North 0°24'10" West, a distance of 3053.19 feet to the **POINT OF BEGINNING** and containing 50.9533 acres or 2,219,528 square feet of land, more or less.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Exhibit B

Map of Property



Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Exhibit C

Concept Plan

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Exhibit D

Development Regulations

(23 Pages of The Parks at Wilson Creek Annex
Planned Development Regulations follow this page)

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

THE PARKS AT WILSON CREEK

Annex

Planned Development Regulations

For an approximately 50.962acre tract of land out of the J.B. Wilmeth, Abstract No. 983, J.B. Wilmeth, Abstract No. 985, in the City of Celina ETJ and Collin County, Texas**.** *(Please refer to Appendices to review a variety of maps relative to this PD and refer to Section 12 for a legal description of the tract's overall boundary.)*

1.0 Purpose

The purpose of this Master Planned Development is to create a quality traditional neighborhood that promotes home, health, and community by providing opportunities for education and outdoor recreational activities for families who reside in this development. At the center of this master planned development will be a 100-acre City Park situated adjacent to Wilson Creek that will offer a multitude of individual and team related activities. In addition, there will be a series of trails that connect the aforementioned City Park to other natural and developed open space areas spread throughout the development. The Open Space areas shall consist of existing trees, proposed trails, ornamental trees and shade trees. In addition, this planned development provides an opportunity for the development of limited neighborhood commercial services that would serve the community.

2.0 Definitions

Definitions used herein shall be the same as those found in Section 14.01.007 of the Zoning Ordinance for the City of Celina, Texas, as exists or may be amended.

3.0 General Regulations

3.1 All regulations for The Parks at Wilson Creek not redefined by this amendment shall conform to the regulations set forth in the City of Celina Zoning Ordinance and the Subdivision Ordinance as they exist or may be amended.

3.2 Any modification to these PD Development Regulations shall be limited to the specific neighborhoods being modified. An application to amend this PD ordinance shall contain the signatures of all owners of the portions of the property within the PD that are the subject of the request for an amendment. The signature of all property owners within the PD boundaries is not required for amendments that are limited to a portion of the PD. A metes and bounds

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

description and Neighborhood Exhibit for each neighborhood is provided herein; refer to Appendix "B."

A property owners association and/or Public Improvement District (PID) shall be established and shall be responsible for the maintenance of all open space areas. Upon approval of a final plat, the raising of large animals such as horses, swine, sheep, cows, etc. on any lot less than 2 acres is prohibited.

All single-family detached lots 50-feet or wider and attached residences can be front-entry and have garage access from a dedicated public street; all single-family detached lots less than 50-feet in width shall have garage access from a dedicated public alley.

The Concept Plan depicts two principal districts, a "SF-R" and "R/O" district and Neighborhoods I – II; refer to Appendix "A." The maximum number of residential lots within the "SF" district (Neighborhood I) shall be 300. Furthermore, at the time of full build out of The Parks at Wilson Creek and The Parks at Wilson Creek Annex, the combined maximum number of Type 4 lots shall be 425.

4.0 Use Regulations

The permitted uses within each Neighborhood are outlined below. In addition, any residential or commercial use that is less intense than any permitted use within each neighborhood, as determined by the Director of Planning and Development Services, is also permitted. *(For a visual representation of the Concept Plan, refer to Appendix A; note, the Concept Plan and associated Neighborhoods are not a Phasing Exhibit.):*

Neighborhood "I" (+/- 46 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses permitted by Section 14.03.008 of the City of Celina Zoning Ordinance.

Neighborhood "II" (+/- 5 ac.): The permitted uses shall be "R/O" Retail/Office District Uses permitted by Section 14.03.007 of the City of Celina Zoning Ordinance, as well as the following uses

Additional Permitted (P) or Conditional (C) uses in Neighborhood "II":

Armed services recruiting center	P
Artist Studio	P
Auto laundry or carwash	C
Auto supply store for new & rebuilt parts	P
Bakery or confectionery (retail)	P
Bank/credit union	P
Child day care (business)	P
Church/place of worship	P

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Concrete or asphalt batching plant (temporary)	P
Convenience store	C
Farmers market (public)	C
Food and grocery store (with or without beer/wine sales)	P
Funeral home (no crematorium)	C
Garden shop (inside storage)	P
General retail store	P
Kiosk (providing a service)	C
Laundry/dry cleaning (drop off/pick up)	C
Motorcycle sales and repair	C
Nursing/convalescent home	C
Offices (professional and general business)	P
Parking lot structure, commercial (auto)	P
Personal service shop	P
Pet and animal grooming shop (no outside runs)	P
Private Street Subdivision	C
Restaurant (with drive-through service)	C
Restaurant (with no drive through service)	P
Retirement home/home for the aged	P
Schools (Public)	P
Theater or playhouse (indoor)	P
Veterinarian (indoor kennels)	P

5.0 Area Regulations

5.1 General Area regulations:

(a) The lot widths shall be measured along the arc of the front building line.

(b) The maximum lot coverage for conditioned space is sixty (60) percent for front entry and eighty (80) percent for rear-entry lots.

(c) For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet. The maximum increase to the front building line at eye-brows/elbows shall be twenty (20) feet for Type 1 lots and fifteen (15) feet for Type 2-4 lots.

5.2 The following amended area regulations shall apply *(For a visual representation of the Concept Plan, refer to Appendix A)*:

Type 1:

Minimum Lot Area: The minimum lot area shall be nine-thousand (9,000) square feet.

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Minimum Lot Width: The minimum lot width shall be seventy (70) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be seven (7) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be sixteen-hundred (1,600) square feet.

Type 2:

Minimum Lot Area: The minimum lot area shall be seventy-five hundred (7,500) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-ten (110) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet or twenty (20) feet with a garage door set-back of twenty-five (25) feet; dwellings with a “J-swing” garage may also have a minimum front yard of twenty (20) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be sixteen-hundred (1,600) square feet.

Type 3:

Minimum Lot Area: The minimum lot area shall be fifty-five-hundred (5,500) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred (100)

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feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet except for the garage door which shall be a minimum of twenty-one (21) feet, except for zero lot line lots with "J-swing" garage may have a minimum Front yard of fifteen (15) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.

Minimum Side Yard: The minimum side yard shall be zero (0) feet and ten (10) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance for the zero/ten side yard product. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be twelve-hundred (1,200) square feet.

Type 4:

Minimum Lot Area: The minimum lot area shall be thirty-six-hundred (3,600) square feet.

Minimum Lot Width: The minimum lot width shall be forty (40) feet.

Minimum Lot Depth: The minimum lot depth shall be ninety (90) feet.

Minimum Front Yard: The minimum depth of the front yard shall be ten (10) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet, except for "Zero Lot Line" lots which may have a minimum rear yard of five (5) feet.

Minimum Side Yard: The minimum side yard for "Zero Lot Line" lots shall be zero (0) feet and ten (10) feet or seven (7) feet and three (3) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance for the zero/ten side yard product. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.

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Minimum Dwelling Size: The minimum dwelling unit size shall be twelve-hundred (1,200) square feet.

Type 5:

For area regulations, refer to the current City of Celina Zoning Ordinance R/O standards, except as follows:

Area regulations: The maximum lot size shall be eight (8) acres.

6.0 Parking Regulations

6.1 Residential: For lots fifty (50) feet or wider, the minimum off-street parking requirement for single family residences is two (2) enclosed and two (2) driveway spaces for vehicles per dwelling unit that are located behind the front building line. For "Zero Lot Line" lots less than fifty (50) feet in width, an Urban Street Section is required; please refer to Appendix F.

6.2 Non-Residential: The parking requirement for all non-residential uses shall conform to City of Celina Development Standards and Use Regulations described in Section 14.05.043 of the City of Celina Zoning Ordinance, as exists or may be amended.

7.0 Building Regulations

7.1 The exterior building facade for single family residential structures shall meet or exceed the requirements outlined in Section 14.05.152 of the Celina Code of Ordinances except as follows:

(a) The front façade of single-family residences shall be one-hundred (100) percent masonry exclusive of doors, windows, dormers and other architectural elements. The sides and rear elevations facing a public street shall also be one-hundred (100) percent masonry; side and rear elevations not facing a public street shall not be less than fifty (50) percent masonry for each façade nor shall the combined overall be less than eighty (80) percent masonry, exclusive of doors and windows.

(b) The building elevation of each lot adjacent to the proposed lot and located on the same street shall not be similar. Furthermore, the building elevation of the house most directly across the street from the proposed lot and the adjacent lots on either side of it shall not be similar.

(c) For lots fifty (50) feet or wider, all garage doors shall be allowed at the front building line, but shall not be closer than twenty-one (21) feet from the street right-of-way.

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(d) The primary roof pitch for Type 1 - Type 2 shall not be less than 8:12 except for porches or Mediterranean style dwellings.

(e) The primary roof pitch for Type 3 shall not be less than 6:12.

(f) Only one (1) story single-family residences or two (2) story homes with 100% masonry facades with sides or rears facing Sunset Boulevard are required.

(g) No building shall exceed two and one-half (2-1/2) stories in height or more than thirty-five (35) feet, measured at the mid-point between the top plate and the dominate roof ridge.

(h) The requirements of this Section 7.1 shall be the exclusive building design requirements for single family structures in The Parks at Wilson Creek Annex.

7.2 Exterior Building Façade of Accessory Structures:

(a) Accessory structures shall be constructed of complementary material to the associated residence and the general architecture of the development.

(b) Accessory structures shall be located not less than fifty (50) feet from the front lot line, fifteen (15) feet from any other street, and not less than three (3) feet from any side or rear lot line.

(c) The maximum height of any accessory structure shall not exceed fifteen (15) feet.

(d) No other building façade requirements shall apply to accessory structures.

8.0 Screening Regulations

8.1 General Screening *(For a visual representation of the Enhanced Paving & Screening, refer to Appendix C)*:

1. Chain Link Fence is prohibited.

2. The following items shall be screened from the public street:

(a) Clothes lines or drying racks

(b) Yard maintenance equipment

(c) Garbage and refuse containers, except on collection day

(d) Wood piles and compost piles

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(e) Accessory structures, such as dog houses, gazebos, storage sheds and green houses

(f) Roof mounted TV antennas or dishes

(g) Pool equipment

8.2 The following shall be the exclusive thoroughfare screening regulations for The Parks at Wilson Creek Annex (refer to the Enhanced Paving and Screening Plan found in Appendix C):

(a) A screening wall shall be provided generally along right-of-way or adjacent landscape buffer when residential lots have a rear yard or side yard adjacent to Sunset Boulevard. All screening walls shall be constructed in conjunction with the associated residential phase.

1. A masonry (stone or brick) or thin wall for lots backing and siding to Sunset Boulevard.

2. Masonry or ornamental metal or a combination thereof may be utilized where cul-de-sacs are adjacent to right-of-way for Sunset Boulevard.

(b) Screening fences shall be as follows:

1. For lots backing or siding to any major or minor arterial, a minimum six (6) foot masonry wall with columns shall be constructed. In addition, shrubs and/or trees shall be installed in front of the fence within the adjacent landscape buffer.

2. For open ended cul-de-sac's adjacent to Sunset Boulevard shall have a minimum five (5) foot decorative metal fence and minimum five (5) foot masonry columns on a minimum of eighty (80) foot centers between the front building lines of open-ended cul-de-sac's to the proposed thoroughfares is required.

3. Any use of ornamental metal shall be accompanied by trees or shrubbery in front of such metal on the thoroughfare side. Shrubbery when planted shall be a minimum size of three (3) gallons placed on thirty-six (36) inch centers, shade trees shall be a minimum of three (3) inches in diameter and ornamental trees shall be a minimum of thirty (30) gallon or six feet in height.

4. No access through the rear or side yards of lots that side or back to Sunset Boulevard is permitted.

5. The Subdivision name, Logo, or initials may be incorporated into the screening wall at the entrances and/or on the columns.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

8.3 The following requirements together with the requirements in Section 10 below shall be the exclusive open space screening regulations for The Parks at Wilson Creek Annex:

(a) The rear yards of all single-family residences which back or side to an open space, unless otherwise shown on the Screening and Open Space Plan, shall have a five (5) foot ornamental metal fencing adjacent to the open space area. For rear and side yards that have a pool and are adjacent to an open space area, a six (6) foot ornamental fence is required. No fencing shall be allowed within the 100-yr. flood plain.

8.4 Builder's side yard screening regulations:

The builder shall construct fencing and landscaping in accordance with the "Side yard Fencing & Landscape Detail" found in Appendix "E."

9.0 Landscape & Irrigation Regulations

9.1 The residential builder of each lot shall provide at a minimum the following landscape material in lieu of the minimum landscaping requirement by the City of Celina Zoning Ordinance for single family lots:

Turf:

The front, side and rear yard of each shall be sodded and fully irrigated with an automatic sprinkler system.

Trees:

Type 1-3: There shall be a minimum of six (6) total diameter inches of shade or ornamental trees planted for each residential lot; however, at least fifty (50) percent of the trees shall be shade trees in the front yard.

Type 4: The landscape and irrigation shall be in accordance with Section 14.05.085 of the Celina Zoning Ordinance – Landscape requirements.

Shrubs:

Type 1: There shall be a minimum of eighteen (18) 3-gallon shrubs across the front of the house.

Type 2 - Type 3: There shall be a minimum of ten (10) 3-gallon shrubs across the front of the house.

Type 4: The landscape and irrigation shall be in accordance with Section

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

14.05.085 of the Celina Zoning Ordinance – Landscape requirements.

10.0 Open Space Regulations

10.1 General *(For a visual representation of the Trail and Open Space plan, refer to Appendix "D")*:

(a) In addition to the 100-acre city park, there shall be a minimum of 10% or 5 acres of open space. All parks, floodplain, and open space areas are open to the public and shall count toward open space requirements.

(b) All open space areas and detention areas shall count toward open space requirements be owned and maintained by the HOA or the public improvement district. All proposed (wet) lakes shall be equipped with a water fountain or aerator devices.

(c) No physical improvements are permitted within the flood plain that would impact the capacity of the floodplain.

(d) All open space areas shall have a slope not greater than 4:1 unless they are naturally existing or structurally supported.

10.2 Open Space Area Specifics:

Area A: This area is located outside and south of the designated right-of-way of Sunset Boulevard. It shall include a screening wall and a ten (10) foot concrete trail, within a 15-foot landscape buffer along the south side of Sunset Boulevard and associated landscaping and irrigation.

Area B: This area is located along and outside the north right of way line of the Outer Loop. The landscape buffer shall be forty (40) feet in width with associated shade trees, shrubs, turf and irrigation in accordance with City requirements.

11.0 Subdivision Regulations

11.1 Development shall meet the standards as required by the applicable City of Celina Subdivision Ordinance except as follows:

(a) Block Length – The maximum block length shall be twelve hundred twenty (1,220) feet as measured from an intersection for Type 3 or Type 4 lots and a maximum of twelve hundred (1200) for Type 1 and Type 2 lots. Exceptions to the block length requirement may be granted for special circumstances or conditions affecting the property in question; exceptions shall be applied for as a subdivision ordinance variance and presented to

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

the Planning & Zoning Commission and City Council at the time of Construction/Preliminary Plat consideration for approval. Pecuniary interests standing alone shall not be justification for the granting of a variance.

(b) Cul-de-Sac Length and Diameter: – The maximum cul-de-sac length is six-hundred (600) feet or as approved by the City. The bulb right-of-way radius shall be a minimum of fifty (50) feet and the paving radius shall be a minimum of 40.5-feet.

(c) Center-line Radii – The minimum center-line radius for a minor arterial shall be one-thousand (1000) feet or as approved by the City; the minimum center-line radius for a major collector shall be six hundred (600) feet or as approved by the City; and the minimum center-line radius for a residential street shall be one-hundred-fifty (150) feet or as approved by the City.

(d) Jog – The minimum street jog shall be one-hundred twenty-five (125) feet.

(e) Sunset Boulevard: – Sunset Boulevard shall be a four (4) lane divided roadway within a one-hundred (100) foot right-of-way that will be acquired by or dedicated to the City. The Developer will be responsible for the dedication of right-of-way and the construction of the infrastructure within their half of the right-of-way. Sunset shall consist of two (2) eleven (11) foot lanes and a five (5) foot bike lane in both directions, the construction of left turn lanes at intersections, and the ROW shall flare at intersections to provide an additional ten (10) feet of ROW for right turn lanes at intersections.

(f) Turn Lanes: Turn lanes shall provide one-hundred (100) foot of stacking and one-hundred (100) foot of transition. Left turn and/or deceleration lanes, along with and any associated right-of-way, shall be constructed as required by the TIA or as required by the City's Director of Engineering at platting.

(g) Tree Surveys: Tree surveys required as shall be submitted at the time of Construction/Final Plat application.

(h) Plat Extensions: If requested in writing by the owner or developer prior to the expiration date, any approved construction plat/preliminary plat, construction plat or construction drawings shall be automatically extended one time for one year. The City's staff shall provide written confirmation of such one-year extension upon receipt of the owner's or developer's written request for such extension.

11.2 Development shall meet or exceed the design criteria outlined below:

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(a) **Residential Lot Grading:**

1. Front & Rear Yards – the front and/or rear yard slopes shall not be less than one (1) percent nor greater than twelve (12) percent without requiring a wall.

2. Driveway – the driveway slope shall not exceed fourteen (14) percent.

3. Side Yards – the horizontal side yard slope shall not exceed 3:1; the minimum longitudinal side yard slope shall not be less than one (1) percent, unless structurally supported.

(b) **Paving:**

1. Residential Streets – the residential streets shall be twenty-nine (29) feet wide from back-to-back;

2. Minimum Street Grade – the street grade shall not be less than 0.6% or (6) inches every one (100) feet.

3. Maximum Street Grade – the street grade shall be a maximum of six (6) percent, unless otherwise approved by the City Engineer.

4. Sidewalks – the residential sidewalks shall be five (5) feet wide and the placement of the outside edge of the walk shall typically be one (1) foot inside the right-of-way or within a sidewalk easement.

5. Trails – the trails shall be six (6) feet wide and shall serpentine within the parkway and associated landscape buffer, where applicable, but in no instance shall the outside edge of the trail be closer than three (3) feet to the back-of-curb or five (5) feet to the screening wall/fence.

6. Curb Return Radii – the curb radii for Major Arterial shall be forty (40) feet; the curb radii for Minor Arterial/Collectors shall be thirty (30) feet; and the curb radii for residential streets shall be twenty (20) feet.

6. Run-off Co-efficient (C) – the residential run-off co-efficient shall be 0.6.; the run-off co-efficient for commercial shall be 0.9.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

7. Time of Concentration (TC) – the time of concentration for residential areas shall be fifteen (15) minutes and the time of concentration for commercial shall be ten (10) minutes.

8. Rainfall Intensity (I) – the rainfall intensity for residential areas shall be 7.52 in/hr and the rainfall intensity for commercial areas shall be 8.88 in//hr.

(c) **General Storm Sewer Requirements**

1. Storm Inlets – all storm inlets shall be standard non-recessed inlet and shall be either five (5), six (6), eight (8), ten (10), twelve (12), or fourteen (14) feet in length. Any inlet in a sag shall not be less than ten (10) feet.

2. Hydraulic Grade Line – the 100-yr HGL shall not be less than one (1) foot below the top-of-curb.

(d) **Sanitary Sewer Mains**

1. Minimum Size – the minimum sewer main size shall be eight (8) inches.

2. Clean-outs – clean-outs are allowed at the up-stream end of a sewer main provided the main is three-hundred (300) feet or less in length.

3. Minimum Radius – the minimum center-line radius for sewer mains shall be two-hundred feet.

4. Pipe Embedment – the embedment for sewer mains shall generally be class B+, unless otherwise noted by the engineer of record.

5. Services – all residential sewer services shall be four (4) inches in diameter, located in the center of the lot and extended ten (10) feet beyond the right-of-way; each lot shall have its own service.

(e) **Domestic Water**

1. Minimum Size – the minimum water main size shall be eight (8) inches.

2. Services – all residential domestic water services shall be 1-inch for all lots. The services shall be located two (2) feet from a

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common lot line and the meter box shall be located next to the curb; each lot shall have its own service and meter box.

3. Fire Hydrants - a fire hydrant shall be located every five-hundred (500) feet along the water main and placed two (2) feet behind the back-of-curb.

4. Off-site Water Extensions – any off-site domestic water main extensions shall meet or exceed the requirements specified by the City of Celina.

(f) **Miscellaneous**

1. Street Light Standards – a street light shall be located a maximum of five-hundred (500) feet apart. An ornamental street light fixture and pole shall be selected from those available through the electric provider. The light standard selected shall be used throughout the development and be LED where available. Street lights shall be located in the median for 4-lane divided roadways or greater.

2. Intersections – all roadway intersections shall be within five (5) degrees of ninety (90) at the intersection of the two right-of-ways, with a twenty-five (25) foot tangent measured from the back of curb, unless otherwise approved by the City Engineer.

12.0 Legal Description

BEING a tract of land situated in the J.B.Wilmeth Survey, Abstract Number 985 and the J.B. Wilmeth Survey Abstract Number 983, Collin County, Texas, said tract being a portion of that tract of land conveyed to the Bilinda Cox Matusek Trust, according to the document filed of record in Document Number 20120724000891520, Official Public Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the most southerly northwest corner of said Matusek tract;

THENCE North 89°35'50" East, a distance of 120.23 feet to a point for corner;

THENCE North 0°13'10" West, a distance of 218.35 feet to a point for the most northerly northwest corner;

THENCE North 89°17'50" East, a distance of 561.60 feet to a point for the northeast corner;

THENCE South 0°24'55" East, a distance of 3304.66 to a point for the southeast corner, at the beginning of a non-tangent curve to the right having a central angle of 2°44'01", a radius of 14335.50 feet, a chord bearing and distance of North 87°52'25" West, 683.90 feet;

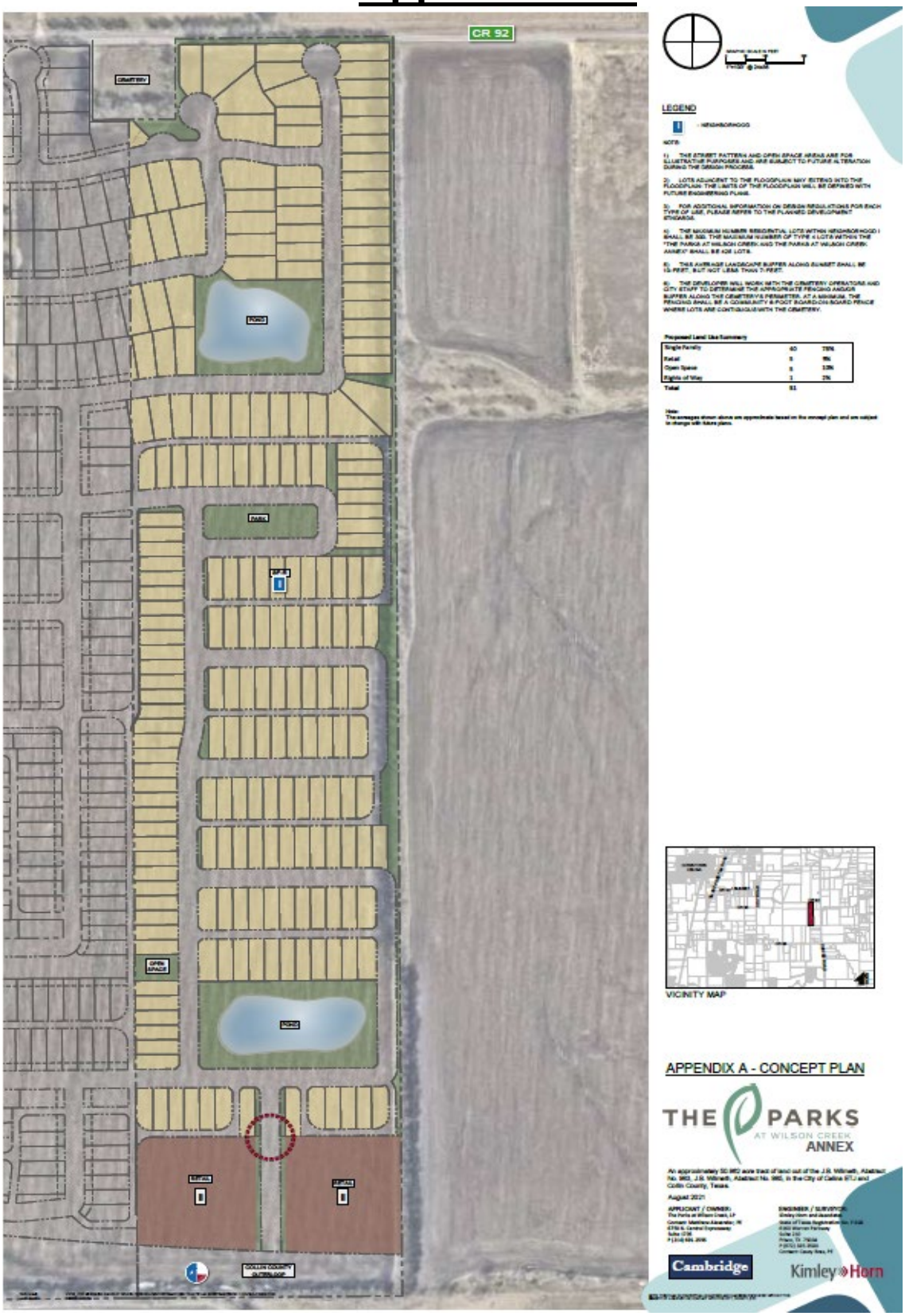
Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

THENCE in a northwesterly direction, with said curve to the right, an arc distance of 683.97 feet to a point for the southwest corner;

THENCE North 0°24'10" West, a distance of 3053.19 feet to the **POINT OF BEGINNING** and containing 50.9806 acres or 2,220,714 square feet of land, more or less.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Appendix “A”



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Appendix "B"

LEGAL DESCRIPTION

NEIGHBORHOODS I-II

Neighborhood I (46.1538 acres)

BEING a tract of land situated in the J.B.Wilmeth Survey, Abstract Number 985 and the J.B. Wilmeth Survey Abstract Number 983, Collin County, Texas, said tract being a portion of that tract of land conveyed to the Bilinda Cox Matusek Trust, according to the document filed of record in Document Number 20120724000891520, Official Public Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the most southerly northwest corner of said Matusek tract;

THENCE North 89°35'50" East, a distance of 120.23 feet to a point for corner;

THENCE North 0°13'10" West, a distance of 218.35 feet to a point for the most northerly northwest corner;

THENCE North 89°17'50" East, a distance of 561.60 feet to a point for the northeast corner;

THENCE South 0°24'55" East, a distance of 2984.54 feet to a point for the southeast corner;

THENCE South 89°35'50" West, a distance of 683.17 feet to a point for the southwest corner;

THENCE North 0°24'10" West, a distance of 2763.25 feet to the **POINT OF BEGINNING** and containing 46.1538 acres or 2,010,457 square feet of land, more or less.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Neighborhood II (4.8268 acres)

BEING a tract of land situated in the J.B.Wilmeth Survey, Abstract Number 985 and the J.B. Wilmeth Survey Abstract Number 983, Collin County, Texas, said tract being a portion of that tract of land conveyed to the Bilinda Cox Matusek Trust, according to the document filed of record in Document Number 20120724000891520, Official Public Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the west line of said Matusek tract for the northwest corner, from

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

which the most southerly northwest corner of said Matusek tract bears North 0°24'10" West, a distance of 2763.25 feet;

THENCE North 89°35'50" East, a distance of 683.17 feet to a point for the northeast corner;

THENCE South 0°24'55" East, a distance of 320.12 feet to a point for the southeast corner, at the beginning of a non-tangent curve to the right having a central angle of 2°44'01", a radius of 14335.50 feet, a chord bearing and distance of North 87°52'25" West, 683.90 feet;

THENCE in a northwesterly direction, with said curve to the right, an arc distance of 683.97 feet to a point for the southwest corner;

THENCE North 0°24'10" West, a distance of 289.94 feet to the **POINT OF BEGINNING** and containing 4.8268 acres or 210,257 square feet of land, more or less.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

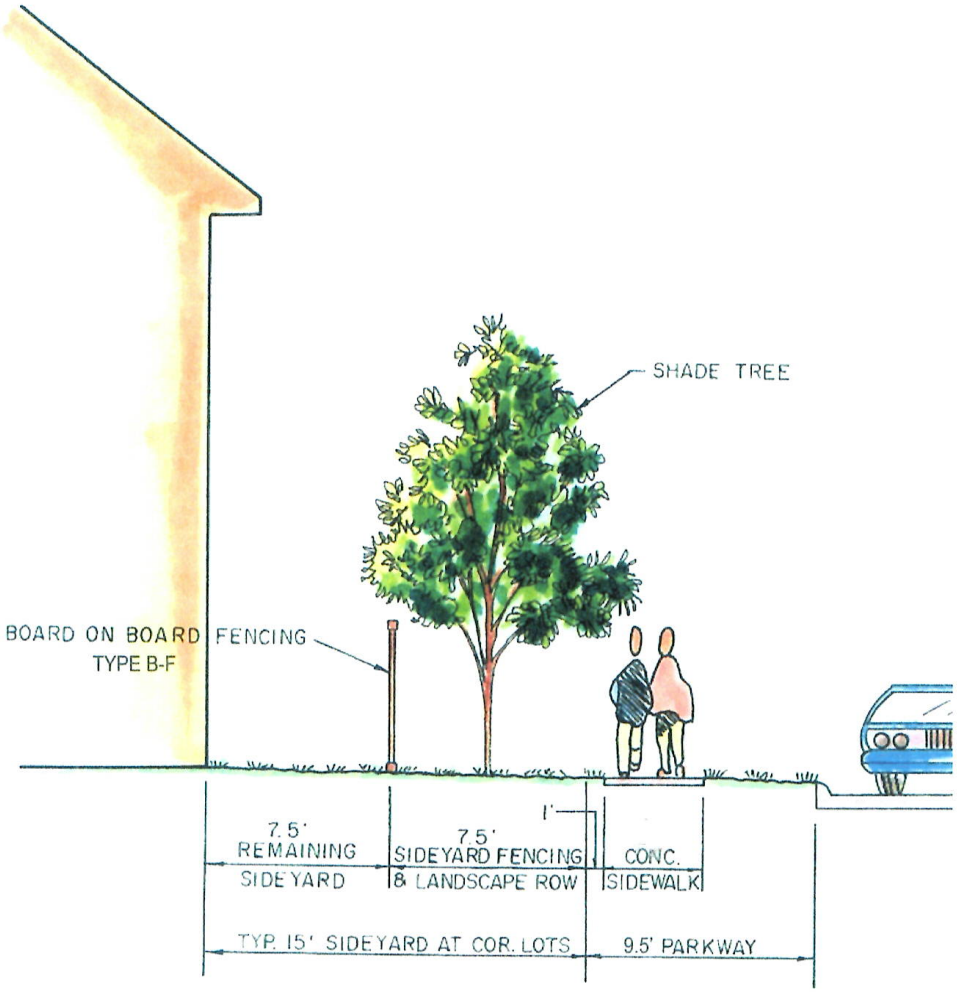
Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Appendix “C”

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Appendix “D”

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)



Side Yard Fencing Detail - Residential Street

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Appendix “F”

Urban Street Section

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Exhibit "E"

EDUCATION FUND AGREEMENT
[insert name of development]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between The Parks at Wilson Creek Owners Association, Inc. (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in Collin County, Texas, known as "The Parks at Wilson Creek" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

NOW THEREFORE, for and in consideration of the mutual promises of the Parties as set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I.

EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit "A"**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

ARTICLE II.

ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the date actually received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change, as provided by this Section 2.5.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

HOA:

_____

_____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____

_____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

EXHIBIT "A"

SAMPLE CCC

ARTICLE XX

DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means The Parks at Wilson Creek Owners Association, Inc. created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to the master planned community known as "The Parks at Wilson Creek".

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Home within the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Home**" refers to a completed residence on a Lot for which a certificate of occupancy has been issued by appropriate governmental authorities and includes the Lot on which it is built.

"**Lot**" means any portion of the Community which is shown as a subdivided residential lot on a recorded plat, excluding any common area lot(s) intended to be owned and maintained by the Association.

"**Majority**" means more than half.

"**Owner**" means the fee simple owner of a Home.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of the ownership of a Home, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Home; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Homes; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Homes; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

"**Transferred Price**" means either: (a) on a transfer of fee simple title, the price paid by the Transferee for the Home; or (b) on any other Transfer, the value of the Home, as determined by the Central Appraisal District of the county in which the Home is located in their most recent valuation, excluding any reductions or exemptions, of such Home for ad valorem tax purposes.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX

COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Home within the Community by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the property encumbered by the Master Covenant.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Home within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transferred Price multiplied by .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Home), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Home for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Home; (ii) sets forth the Transferred Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any Owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee. The Community Enhancement Fee Report shall be used solely for the purposes of this paragraph, and for no other purpose, and is confidential to, and shall not be disclosed to parties other than, the Association and Celina Association of Renaissance Excellence, a 501(c)(3) nonprofit corporation registered in the State of Texas.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each Owner, by accepting an interest in or title to a Home, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Home and is secured by a continuing lien on the Home in the same manner as an assessment lien arising under the Master Covenant. Each Owner, and each prospective Owner, is placed on notice that the Owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the Owner purchased a Home. An express lien on each Home is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Home, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Home in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded subordinate deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Home regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Home unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Home for an unpaid Community Enhancement Fee that became due before the sale but does not extinguish the Association's claim against the

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

former Owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing Owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Home, each Owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, district or other political subdivision of the State of Texas.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or its respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any Owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any Owner who is in the business of constructing residences for resale to third parties and intends to construct a residence for resale to a third party.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

vi. Transfer from Homebuilder. Any Transfer from a Homebuilder to a homeowner/end user.

vii. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

viii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust, decree of distribution or transfer on death deed.

ix. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

x. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

xi. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

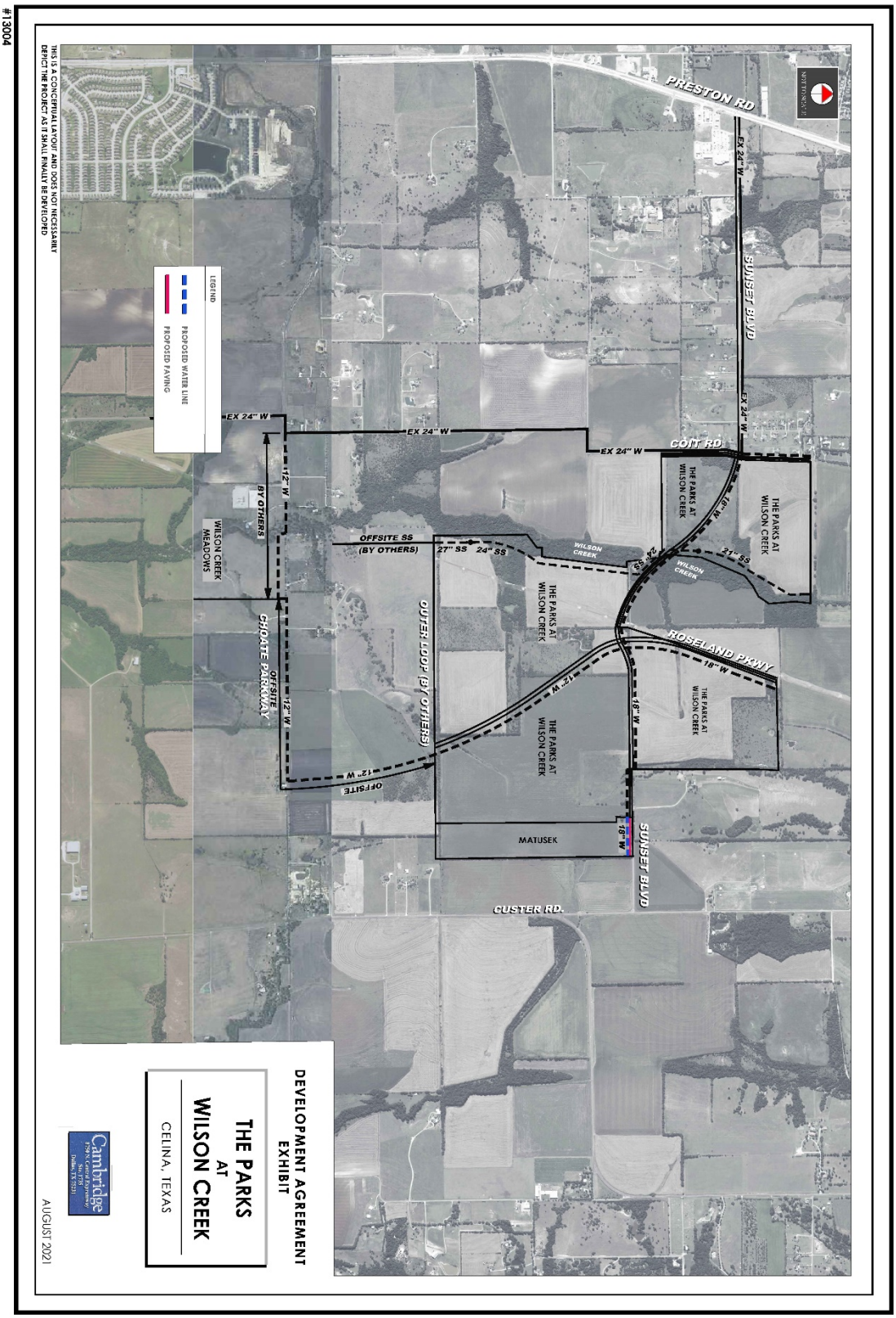
xii. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.

xiii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiv. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Home wherein the interim owner acquires such Home for the sole purpose of immediately re-conveying such Home to the ultimate owner and such interim owner receives no right to use or enjoyment of such Home, provided the Board specifically approves such exemption in each particular case.

Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Exhibit "F"
Road and Utility Exhibit



Attachment: Draft Development Agreement (Matusek Tract (PAWC Annex) – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	September 14, 2021
Re:	Belknap Tract (Corson-Cramer) - Development Agreement

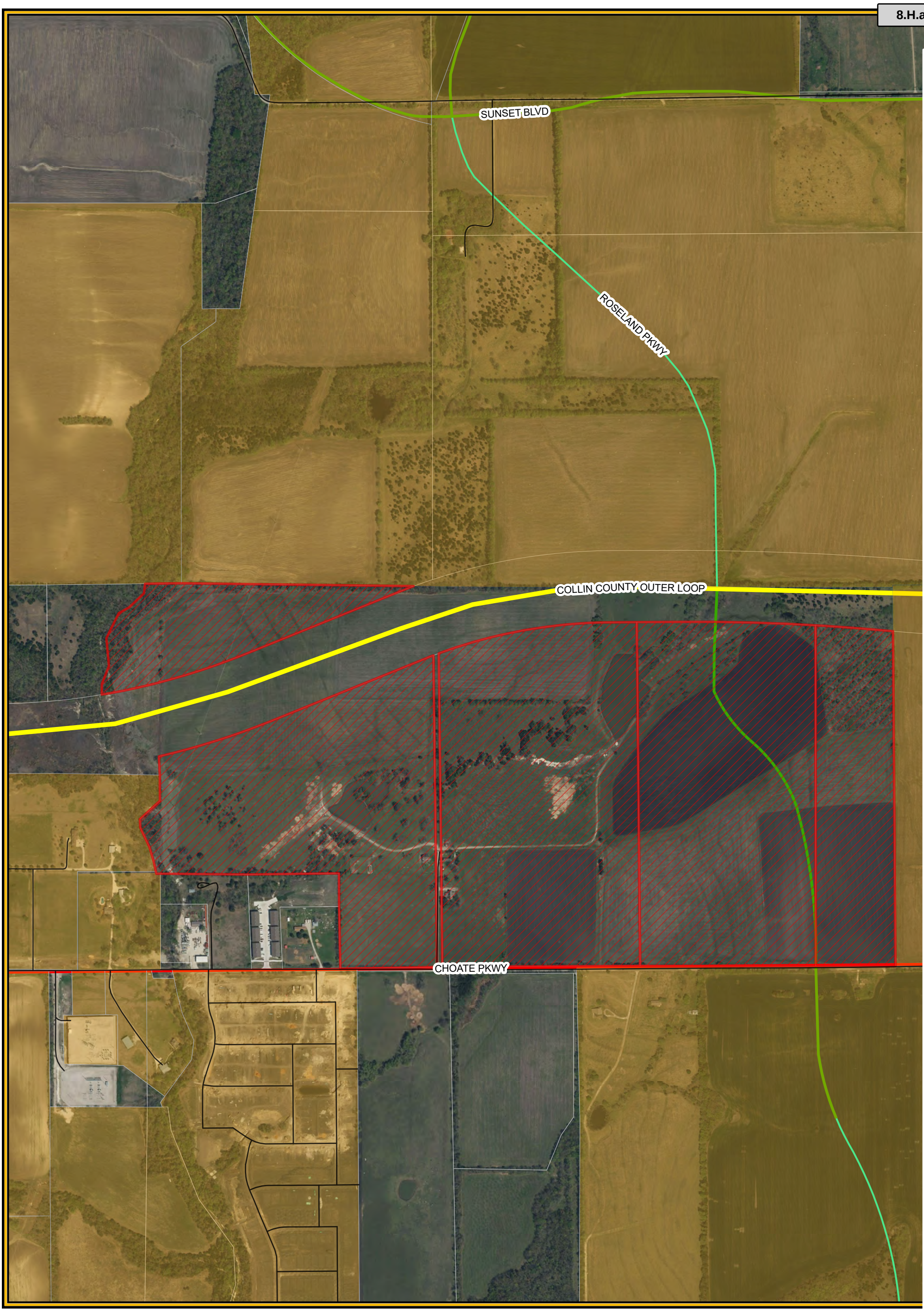
Action Requested:
Conduct a public hearing and act upon a Development Agreement for approximately 263 acres of land, generally located south of the future Collin County Outer Loop and approximately 2,100 feet west of FM 2478 (future Custer Road), within the ETJ. (Belknap Tract (Corson-Cramer) – Development Agreement) (McAfee)

Applicant:
KFM Engineering & Design
3501 Olympus Blvd. Suite 100
Dallas, TX 72019

Background Information:
The property is approximately 263 acres, within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning of the tract for a new neighborhood, with a mix of uses (attached & detached single-family lots, commercial, and multi-family). Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Regulations

Staff Recommendation:
Staff recommends approval as presented.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Belknap Tract Location Map

City of Celina

7/27/2021

N
W E
S

0 500 1,000 Feet

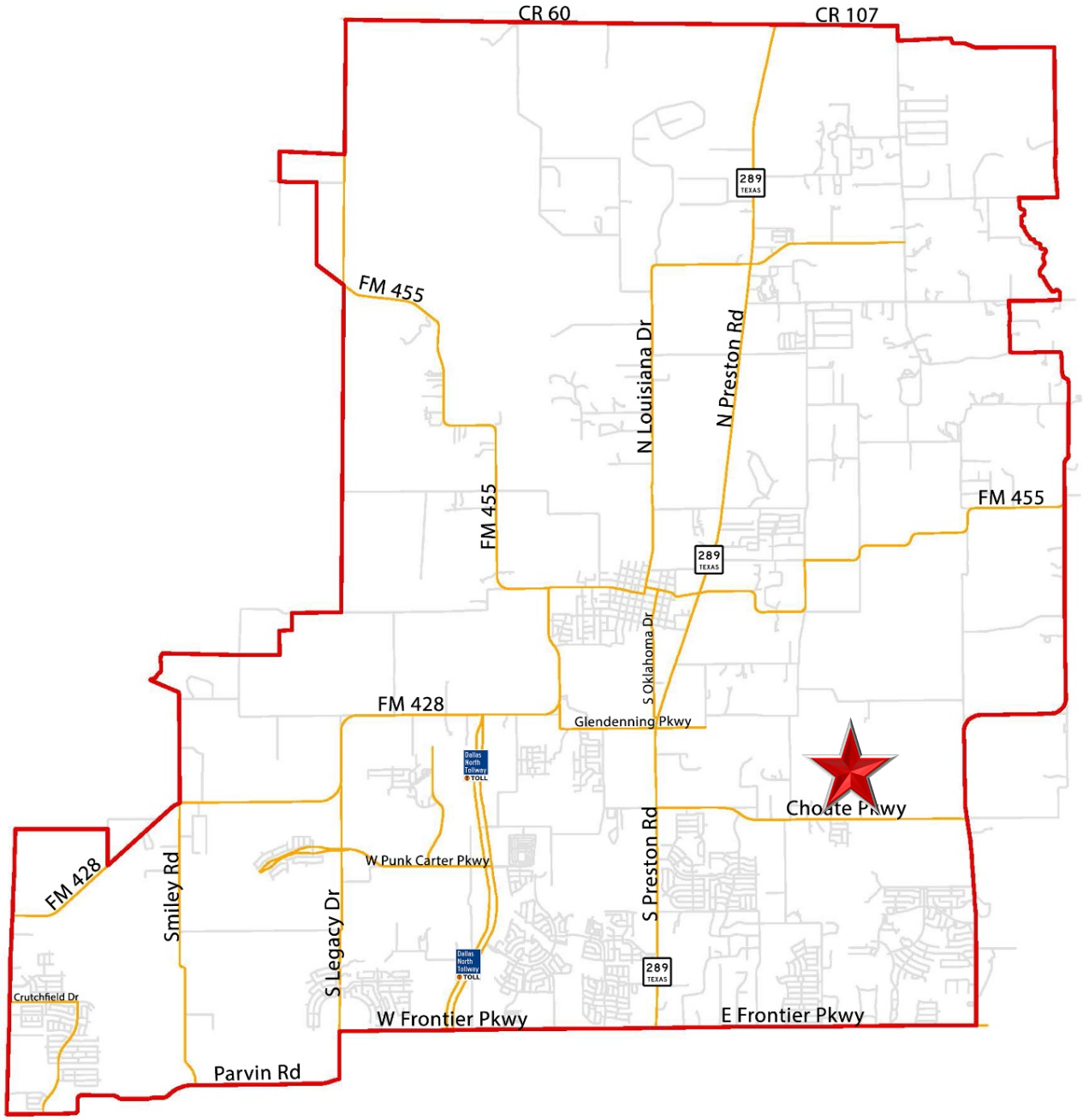
Attachment: Location Map (Belknap Tract (Corson-Cramer) – Development Agreement)

BELKNAP TRACT

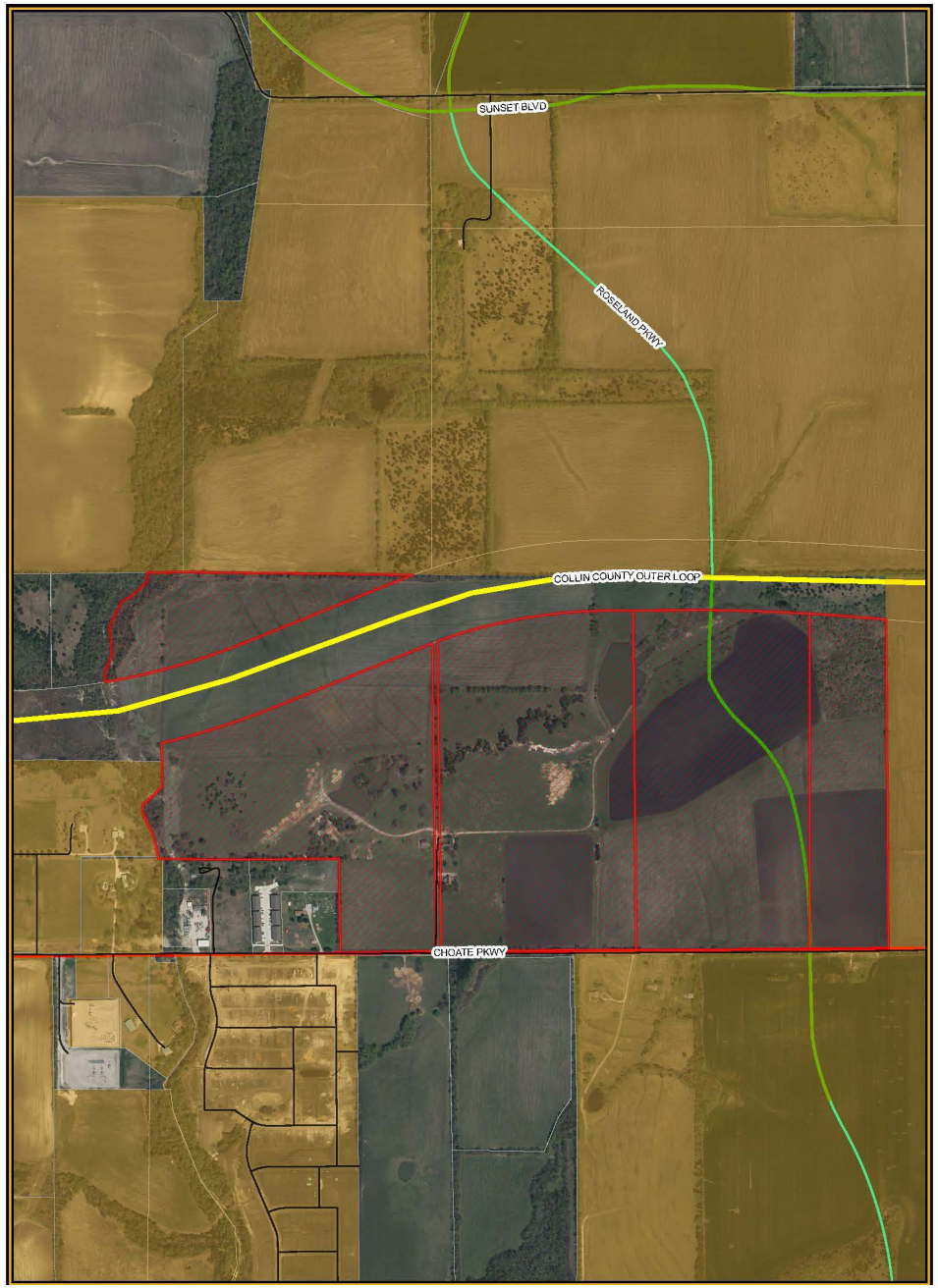
Development Agreement

City Council
September 14, 2021

Attachment: Staff Presentation (Belknap Tract (Corson-Cramer) – Development



Attachment: Staff Presentation (Belknap Tract (Corson-Cramer) – Development



LOCATION MAP

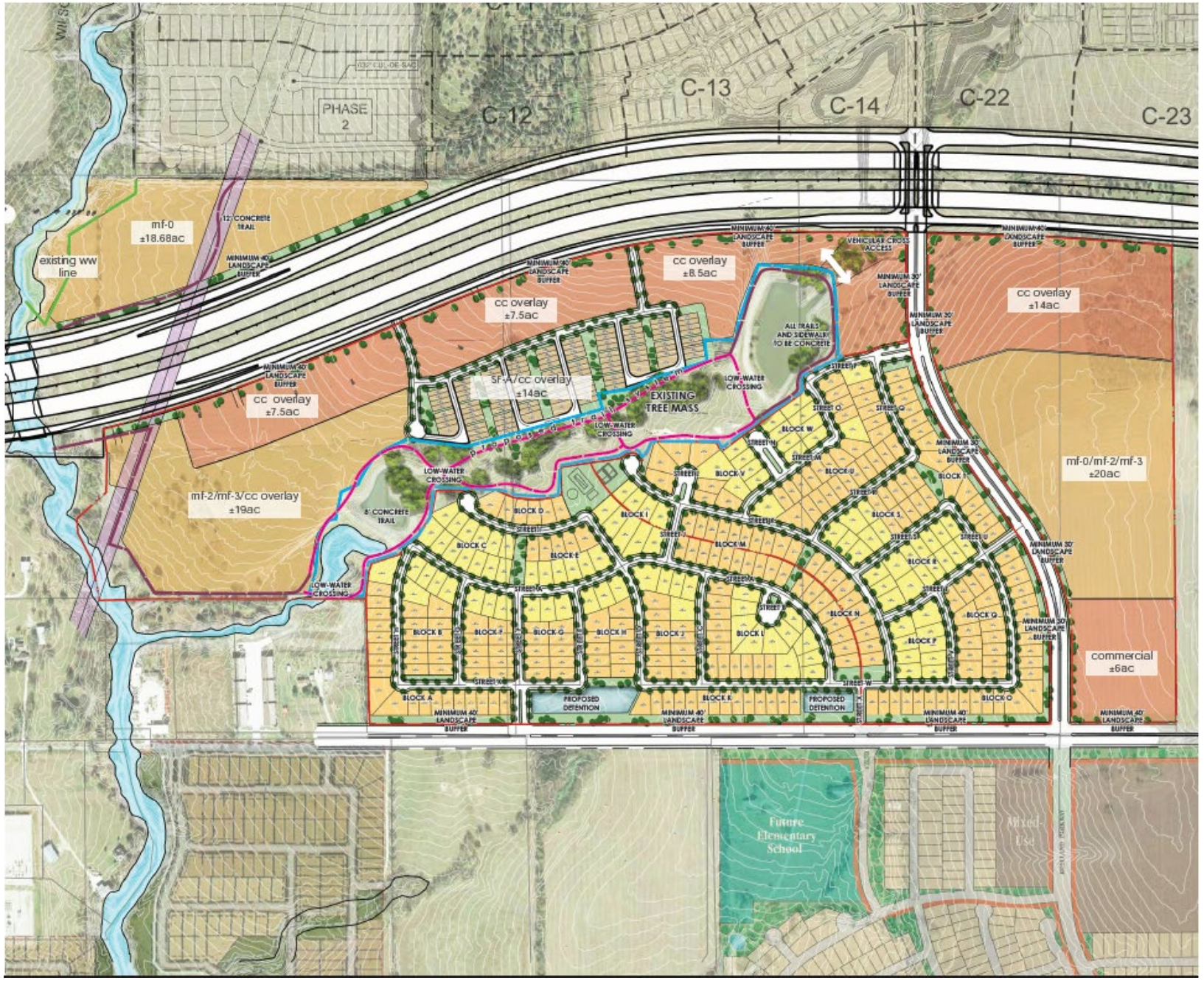
The subject property is generally located south of the future Collin County Outer Loop, and approximately 2,100 feet west of FM 2478 (future Custer Road)

Attachment: Staff Presentation (Belknap Tract (Corson-Cramer) – Development

BACKGROUND

- The subject property is approximately 263 acres and located in the Extraterritorial Jurisdiction (ETJ)
- The property owner desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City
- The pre-annexation agreement on the property would not otherwise expire until 2032 & 2034

Attachment: Staff Presentation (Belknap Tract (Corson-Cramer) – Development


PHASE 2
C-12
C-13
C-14
C-22
C-23
mf-0 ±18.68ac
existing ww line
12' CONCRETE TRAIL
MINIMUM 40' LANDSCAPE BUFFER
cc overlay ±8.5ac
cc overlay ±7.5ac
cc overlay ±7.5ac
SF-A/cc overlay ±14ac
cc overlay ±14ac
EXISTING TREE MASS
ALL TRAILS AND SIDEWALKS TO BE CONCRETE
LOW-WATER CROSSING
mf-2/mf-3/cc overlay ±19ac
6' CONCRETE TRAIL
mf-0/mf-2/mf-3 ±20ac
commercial ±6ac
MINIMUM 30' LANDSCAPE BUFFER
PROPOSED DETENTION
Future Elementary School
Mixed-Use

AGREEMENT OVERVIEW

- The Development Agreement proposes annexation and zoning for the 263 acres, which is currently undeveloped
- The agreement contemplates a new neighborhood, with a mix of uses (attached & detached single-family lots, commercial, retail, office, and multi-family)
- The development agreement also requires right-of-way dedication from the property owner either at time of development, or when the City requests for the ROW

Attachment: Staff Presentation (Belknap Tract (Corson-Cramer) – Development

LOT MIX

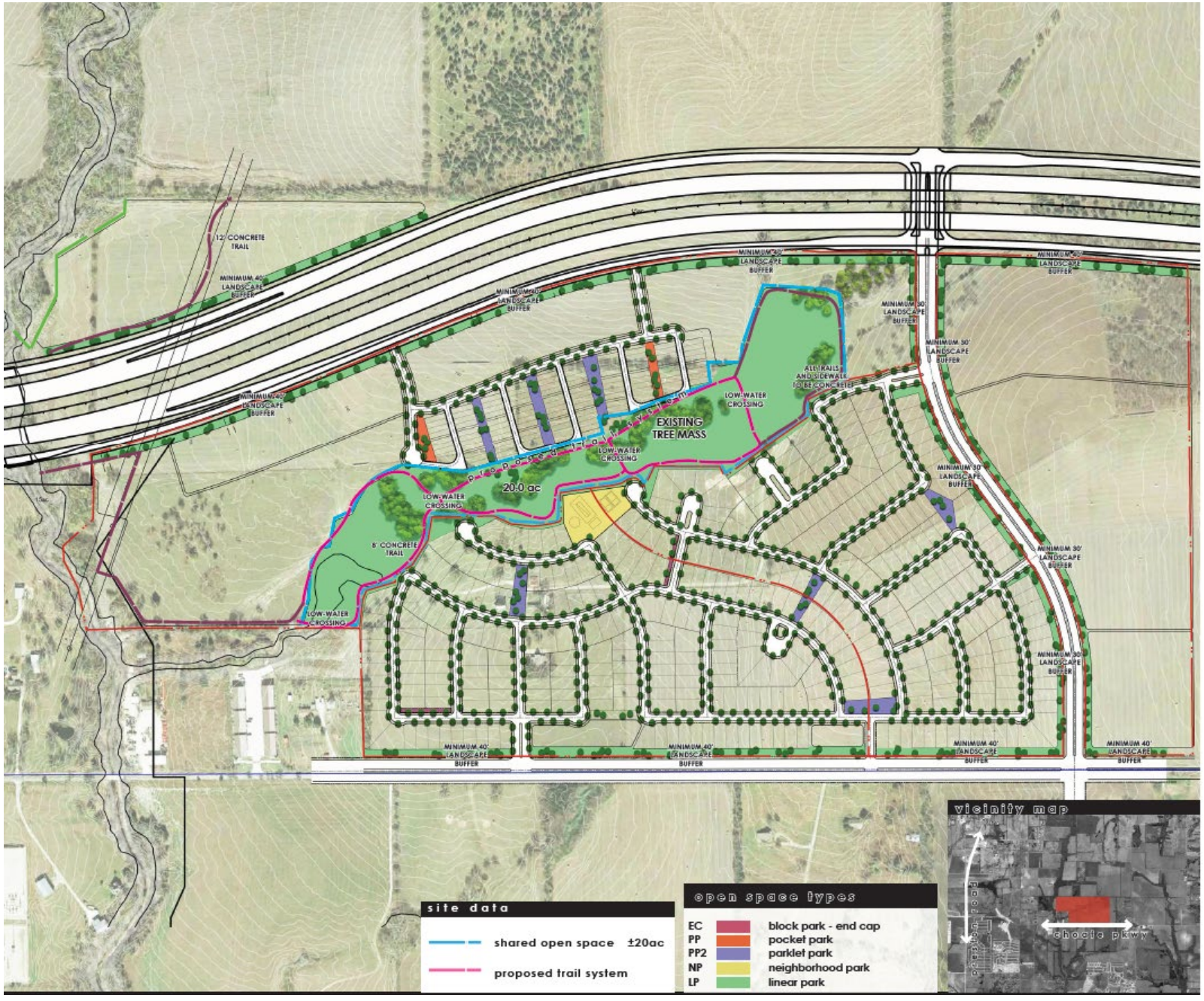
- Lot Types:
  - 55’ (maximum 70%)
  - 60’ (minimum 30%)
  - Townhomes (approximately 100 units)
- Alley required for lots less than 55’ in width
- Compliance with Neighborhood Vision Book

Attachment: Staff Presentation (Belknap Tract (Corson-Cramer) – Development

PROJECT OVERVIEW

- Inclusion of pocket parks and a minimum of 20% open space
- Concrete trails throughout the linear park system and within open spaces
- Amenity center to have an open-air pavilion, a swimming pool, bathrooms, dog park and playground

Attachment: Staff Presentation (Belknap Tract (Corson-Cramer) – Development


12' CONCRETE TRAIL
MINIMUM 40' LANDSCAPE BUFFER
MINIMUM 30' LANDSCAPE BUFFER
ALLEY/RAILS AND SIDEWALK TO BE CONCRETE
LOW-WATER CROSSING
EXISTING TREE MASS
20.0 ac
8' CONCRETE TRAIL
site data
shared open space ±20ac
proposed trail system
open space types
EC block park - end cap
PP pocket park
PP2 parklet park
NP neighborhood park
LP linear park
vicinity map
Eagle Mountain
Schaefer Pkwy

POLICY CONSIDERATIONS

- The DA brings an additional 263 acres into the City Limits
- City standards apply (architecture, landscape, etc.)
- Diverse lot mix & housing types, per the Comprehensive Plan
- Preserves significant frontage along Collin County Outer Loop for higher value development

Attachment: Staff Presentation (Belknap Tract (Corson-Cramer) – Development

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Belknap Tract (Corson-Cramer) – Development

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its August 17th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Belknap Tract (Corson-Cramer) – Development

DEVELOPMENT AGREEMENT
(Belknap Tract)

This **DEVELOPMENT AGREEMENT** (this "Agreement") is entered into by and between CCD – COIT LAND, LLC (the "Developer") and the City of Celina (the "City") to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain 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, Belknap FP, Ltd. (the "Owner") owns 255.18 acres of land located entirely within the extraterritorial jurisdiction (the "ETJ") of the City, generally located south of the Outer Loop at the northeast corner of Choate Parkway and future Roseland Parkway in Collin County, Texas, and described by metes and bounds on **Exhibit A** and depicted in **Exhibit B** (the "Property"); and

WHEREAS, the Developer intends to purchase the Property from the Owner and develop the Property as a planned development with residential and commercial uses (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan"), the development standards attached hereto as **Exhibit D** (the "Development Standards"), and the open space standards attached herein as **Exhibit E**; and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain onsite public improvements to serve the Development; and

WHEREAS, in consideration of the Developer's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

WHEREAS, Marilee Special Utility District ("Marilee SUD") currently holds the certificate of convenience and necessity (the "CCN") to provide retail water service to the portion of the Property intended for MF-O and east of the powerlines and the City holds the water CCN on the balance of the Property; and

WHEREAS, upon request of the City to transfer the Marilee SUD CCN to the City, the Developer shall pay the reasonable costs associated with the transfer of the Marilee SUD CCN to the City that the City may incur so that the City may be the retail water service provider to all of the Property; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater mains inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements (the "Public Infrastructure"); and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement.

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 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:

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 7.3(a).

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

End-Buyer is defined in Section 10.1.

Indemnified Party is defined in Section 4.2(a).

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, as it may be subsequently amended.

Onsite Public Improvements is defined in the Recitals.

Open Space Improvements means the improvements in **Exhibit E**.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Bonds means the assessment revenue bonds secured solely by PID assessments.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements.

Roadway Improvements means the improvements described in Section 2.1(b) and in **Exhibits F**.

Water Improvements is defined in Section 2.1(c) and are depicted in **Exhibit G**.

Wastewater Improvements is defined in Section 2.1(d) and are depicted in **Exhibit H**.

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) Roadway Improvements.

(1) Choate Parkway. Prior to the acceptance, by the City for maintenance of Phase II Single Family Residential Infrastructure, the Developer must design and construct

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

two lanes of Choate Parkway, at no cost to the City, from the Property's western boundary to its eastern boundary, as depicted in **Exhibit F**. This obligation will remain, unless a mutually agreed scope modification is executed by the Developer and the City.

(3) Roseland Parkway. (i) Prior to the City's acceptance of Public Infrastructure in Phase 1, the Developer must design and construct the two western lanes of Roseland Parkway from Choate Parkway to the Outer Loop, as depicted in **Exhibit F**, at no cost to the city.

(ii) Prior to the receipt of certificate of occupancy for the easternmost multi-family location, the Developer must design and construct the two eastern lanes of Roseland Parkway from Choate Parkway through the Outer Loop Service lanes, as depicted in **Exhibit F**, at no cost to the city.

(c) Water Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit G**, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Water Improvements").

(d) Wastewater Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit H**, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Wastewater Improvements").

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

2.4 Rights-of-Way and Easements for Public Infrastructure. The Developer will transfer to the City by final plat, or by separate instrument if requested by the City because it is needed before the time of platting, any onsite rights-of-way and onsite easements necessary for the Onsite Public Improvements.

2.5 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

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.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement. The Single-Family portions of this tract will not be required to submit a Preliminary Plat, as it is agreed the Concept Plan contains sufficient information to qualify as a preliminary plat, however, all City Regulations concerning preliminary plats shall apply to the Concept Plan.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital recovery fees being reduced and impact fees being waived for the Property, Developer has consented to and requested, and the Parties agree, that* ***Exhibit D****, the City-adopted building codes*

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

3.7 Amenity Centers. Developer shall construct the amenity center and swimming pool described on **Exhibit I.** Completion of the amenity center and swimming pool by Developer shall be evidenced by a certificate of occupancy from the City. Construction of the amenity center and swimming pool shall commence prior to the issuance of the 200th building permit for a single family home within the Development.

3.8 Dedications for Public Parks. The Developer shall dedicate the parks and open space depicted in **Exhibit E** and in the Concept Plan. The residential portions of the property will comply with the City's Neighborhood Vision Book. Within said parks and open space, the Developer agrees to construct, donate and dedicate, at no cost to the City, the following, at mutually agreed upon locations:

(a) Park and open space land that makes efficient use of open space, flood plains, and non-flood plains for the entire base area, and includes amenity items such as:

(I) No less than 8-foot wide, concrete trails along creek;. For portions of the trial system, adjacent or parallel to Wilson Creek, trails will be 12' in width.
(II) Fire pits, grills, sitting areas, etc.;
(III) Dog park; and
(IV) Playgrounds.
(V) Internal linear trail loop, shown on Open Space/Trail Plan (phase I) will be constructed with infrastructure for Phase 2 Single-Family Residential.

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

The parks and open space will be developed in phases in accordance with **Exhibit E** when the adjacent phase of development is final platted. Open space areas shall be maintained by a homeowners' association but shall be open to the public (excluding amenity centers, which shall be private). Open space shall be in conformance with the City's Neighborhood Vision Book. The proposed townhome site will be part of the homeowners' association, if developed for this use. If developed for commercial uses, it will be excluded from the homeowners' association.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Residential. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged against single-family residential development on the Property other than: (i) park fees in an amount not exceeding $1,500 per residential dwelling unit; (ii) technology fees in an amount not to exceed $500 per residential dwelling unit; (iii) roadway capital fees of $3,000 per residential dwelling unit; (iv) water capital fees of $2,500 per residential dwelling unit; and (v) wastewater capital fees of $2,500 per residential dwelling unit. Roadway, water, and wastewater capital fees shall each escalate by an additional $500 per single-family residential dwelling unit upon reaching the five-year anniversary of the Effective Date, and again upon the next succeeding five-year anniversary. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) Park Fees in Lieu of Dedication. There will be no Park Fees due for the development.

(c) CCN Acquisition Costs. The Parties agree that the City will be the retail water and wastewater service provider to the Property. Before the City accepts the Water Improvements, for any portion of the Property located in the water CCN of Marilee SUD, the Developer shall (1) pay to the City the cost that will be owed by the City to Marilee SUD pursuant to that certain Full and Final Settlement and Release dated April 24, 2001, as subsequently amended, or another amount negotiated by City, or (2) decertify the Property from Marilee SUD's CCN, at the Developer's sole cost, so that the City may add the Property to a City CCN. The Parties agree that no final plat shall be recorded until the Developer has fulfilled the payment or decertification requirement in this paragraph.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF

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THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.3 THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND

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LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

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

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

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

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

(C) NUISANCE.

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

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

4.4 Public Education Support. Developer requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Developer agrees to cause the homeowner's association that Developer intends to create over all

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

or some of the Property (which will initially be controlled by Developer) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as **Exhibit J**, at the first/organization meeting of said association. In addition, when Developer creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit J**.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by December 31, 2021 or if Developer notifies the City in writing prior to December 31, 2021 that it will not purchase the Property.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, which shall be after Developer's acquisition/closing, Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or the Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer and to create a PID.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

ARTICLE VII
INFRASTRUCTURE FINANCING

7.1 PID Financing. The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by the Developer, and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

(a) A PID creation petition will be submitted by the Developer to the City.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act, including but not limited to local streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to a development phases and/or planning area, will include, to the maximum extent authorized by State law, and only as requested by the Developer, one or more of the following: (i) annual payments by the City to the Developer of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of valuation; (iii) the issuance by the City of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed $40,000,000.

(c) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The City and the Developer will jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of the fair market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Developer to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 3 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. In certain limited circumstances, a performance bond, a letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds may be considered. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.3 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

(b) To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

7.4 PID Notices. When selling any of the Property after the PID is created, the Developer shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Developer shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property.

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX
ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE X
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:
Attn: City Manager
City of Celina
142 North Ohio
Celina, TX 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682

With a copy to:
Attn: Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: Julie@txmunicipallaw.com
TEL: (972) 668-6400

To the Developer:
CCD-COIT LAND, LLC
4925 Greenville Ave., #604
Dallas, TX 75206
Attn: Mr. Brian Cramer
Mr. Larry Corson
Email: bcramer@ccdevtx.com
lcorson@ccdevtx.com

With a copy to:
Watson Law Group, PLLC
4925 Greenville Ave., #604
Dallas, TX 75206
Attn: Monty Watson
Phyllis Bevel
Email: monty@mmwatson.com
phyllis@mmwatson.com

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

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

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of Property
Exhibit B	Depiction of Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Trails and Open Space Exhibit
Exhibit F	Roadway Improvements
Exhibit G	Water Improvements
Exhibit H	Wastewater Improvements
Exhibit I	Amenity Center
Exhibit J	Public Education Support Agreement

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

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

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

[signatures on following pages]

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2021.

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 _____, 2021, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

DEVELOPER:

CCD-COIT LAND, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXHIBIT A
DESCRIPTION OF PROPERTY

TRACT 2:

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a point for corner, said corner being the Northeast corner of a tract of land conveyed to Celina Stone, LLC by deed recorded in Instrument No. 20160916001237420, Official Public Records, Collin County, Texas, said corner being along the South line of a tract of land conveyed to Celina Land Development LLC by deed recorded in Instrument No. 20190111000037300, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 49 minutes 05 seconds East along the South line of said Celina Land Development LLC tract, a distance of 667.80 feet to a point for corner and the POINT OF BEGINNING of herein described tract;

THENCE South 89 degrees 49 minutes 05 seconds East along the South line of said Celina Land Development LLC tract and a tract of land conveyed to The Parks at Wilson Creek, L.P. by deed recorded in Instrument No. 20130830001229380, Official Public Records, Collin County, Texas, a distance of 1847.20 feet to a point for corner, said corner being along the Northwest right of way line of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas, said point being the beginning of a non-tangent curve to the left, having a radius of 4044.50 feet, a central angle of 01 degrees 19 minutes 12 seconds, a chord bearing of South 68 degrees 35 minutes 53 seconds West, a chord distance of 93.18 feet;

THENCE along said curve to the left and the Northwest right of way line of said Collin County Outer Loop, an arc length of 93.19 feet to a point for corner;

THENCE South 67 degrees 56 minutes 17 seconds West along the Northwest right of way line of said Collin County Outer Loop, a distance of 1135.27 feet to a point for corner, said corner being the beginning of a curve to the right, having a radius of 4720.50 feet, a central angle of 12 degrees 19 minutes 22 seconds, a chord bearing of South 74 degrees 05 minutes 57 seconds West, a chord distance of 1013.30 feet;

THENCE along said curve to the right and the North right of way line of said Collin County Outer Loop, an arc length of 1015.25 feet to a point for corner, said corner being the approximate center of Wilson Creek;

THENCE with the meanders along said Wilson Creek, the following courses and distances:

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

North 13 degrees 44 minutes 38 seconds West, a distance of 54.55 feet to a point for corner;

North 39 degrees 55 minutes 54 seconds East, a distance of 76.01 feet to a point for corner;

North 26 degrees 35 minutes 57 seconds West, a distance of 72.88 feet to a point for corner;

North 18 degrees 02 minutes 45 seconds West, a distance of 83.17 feet to a point for corner;

North 05 degrees 15 minutes 11 seconds East, a distance of 100.51 feet to a point for corner;

North 41 degrees 53 minutes 46 seconds East, a distance of 62.56 feet to a point for corner;

North 21 degrees 42 minutes 17 seconds East, a distance of 37.63 feet to a point for corner;

North 61 degrees 13 minutes 34 seconds East, a distance of 140.62 feet to a point for corner;

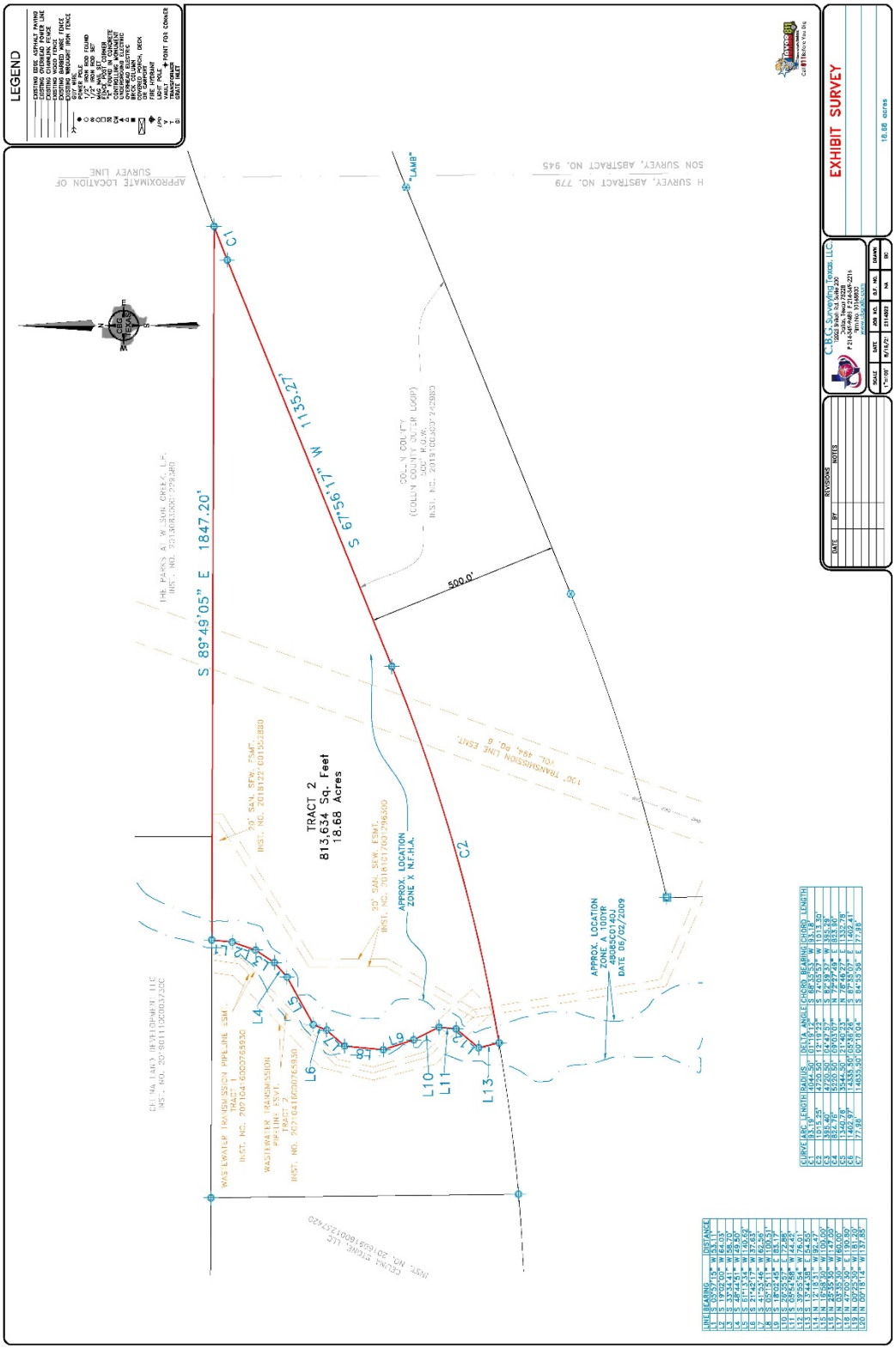
North 48 degrees 44 minutes 51 seconds East, a distance of 49.50 feet to a point for corner;

North 33 degrees 34 minutes 41 seconds East, a distance of 58.70 feet to a point for corner;

North 19 degrees 02 minutes 00 seconds East, a distance of 64.03 feet to a point for corner;

North 05 degrees 57 minutes 15 seconds East, a distance of 53.11 feet to the POINT OF BEGINNING and containing 813,634 square feet or 18.68 acres of land.

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)



Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

TRACT 3:

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779 and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found with orange cap stamped "LAMB" for corner, said corner being the Northwest corner of a tract of land conveyed to G&N Estates, LLC by deed recorded in Instrument No. 20070315000355600, Official Public Records, Collin County, Texas, said corner being the Southeast corner of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas, said corner being the Southwest corner of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20200519000730950, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 33 minutes 48 seconds East along the West line of said G&N Estates, LLC tract, a distance of 2336.50 feet to a point for corner, said corner being along the North line of a tract of land conveyed to Celina 557 Partners, L.P. by deed recorded in Instrument No. 20190205000119420, Official Public Records, Collin County, Texas, said corner being along the centerline of Choate Parkway (Public right of way);

THENCE South 89 degrees 41 minutes 21 seconds West along the North line of said Celina 557 Partners, L.P. tract and centerline of said Choate Parkway, a distance of 3885.28 feet to a 3/8 inch iron rod found for corner, said corner being the Southeast corner of a tract of land conveyed to ETS Celina LLC by deed recorded in Instrument No. 20210506000918620, Official Public Records, Collin County, Texas, said corner being along the North line of a tract of land conveyed to GRBK Edgewood LLC by deed recorded in Instrument No. 20201218002286240, Official Public Records, Collin County, Texas;

THENCE North 00 degrees 18 minutes 38 seconds West along the East line of said ETS Celina LLC tract, a distance of 668.38 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of Lot 1, Block 1 of Celina Commercial, an addition to Collin County, Texas, according to the plat thereof recorded in Instrument No. 20200513010001650, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 21 minutes 10 seconds West along the North line of said Celina Commercial, a distance of 636.30 feet to a 1/2 inch iron rod found with yellow plastic cap for corner, said corner being the Northeast corner of a tract of land conveyed to Manus Chaiprasert and wife, Suwanna Chaiprasert by deed recorded in Instrument No. 20080606000688720, Official Public Records, Collin County, Texas;

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

THENCE South 89 degrees 44 minutes 44 seconds West along the North line of said Chaiprasert tract, a distance of 638.38 feet to a point for corner, said corner being an ell corner of a tract of land conveyed to Bellevue Partners, LTD by deed recorded in Instrument No. 20200228000283500, Official Public Records, Collin County, Texas;

THENCE North 12 degrees 18 minutes 31 seconds West along the Northeast line of said Bellevue Partners, LTD tract, a distance of 92.47 feet to a point for corner, said corner being along the East line of a tract of land conveyed to Bellevue Partners, LTD by deed recorded in Instrument No. 20191024001339900, Official Public Records, Collin County, Texas;

THENCE North 16 degrees 58 minutes 30 seconds West along the Northeast line of said Bellevue Partners, LTD tract, a distance of 100.00 feet to a point for corner;

THENCE North 25 degrees 35 minutes 30 seconds West along the Northeast line of said Bellevue Partners, LTD tract, a distance of 147.00 feet to a point for corner;

THENCE North 03 degrees 35 minutes 30 seconds West along the Northeast line of said Bellevue Partners, LTD tract, a distance of 60.00 feet to a point for corner;

THENCE North 47 degrees 00 minutes 30 seconds West along the Northeast line of said Bellevue Partners, LTD tract, a distance of 190.80 feet to a point for corner;

THENCE North 00 degrees 25 minutes 30 seconds West along an East line of said Bellevue Partners, LTD tract, a distance of 181.20 feet to a monument with square rod found for corner, said corner being the Northeast corner of said Bellevue Partners, LTD tract, said corner being along the South right of way line of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas;

THENCE North 00 degrees 18 minutes 14 seconds West along the East line of said Collin County Outer Loop (20191003001242980), a distance of 137.85 feet to a point for corner, said corner being the beginning of a non-tangent curve to the left, having a radius of 5220.50 feet, a central angle of 09 degrees 03 minutes 07 seconds, a chord bearing of North 72 degrees 27 minutes 49 seconds East, a chord distance of 823.90 feet;

THENCE along said curve to the left and the South right of way line of said Collin County Outer Loop (20191003001242980), an arc length of 824.76 feet to a 5/8 inch iron rod found with orange cap stamped “LAMB” for corner;

THENCE North 67 degrees 56 minutes 17 seconds East along the Southeast right of way line of said Collin County Outer Loop (20191003001242980), a distance of 1135.27 feet to a 5/8 inch iron rod found with orange cap stamped “LAMB” for corner, said corner being the beginning of a curve to the right, having a radius of 3544.50 feet, a central angle of 21 degrees 40 minutes 23 seconds, a chord bearing of North 78 degrees 46 minutes 27 seconds East, a chord distance of 1332.78 feet;

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

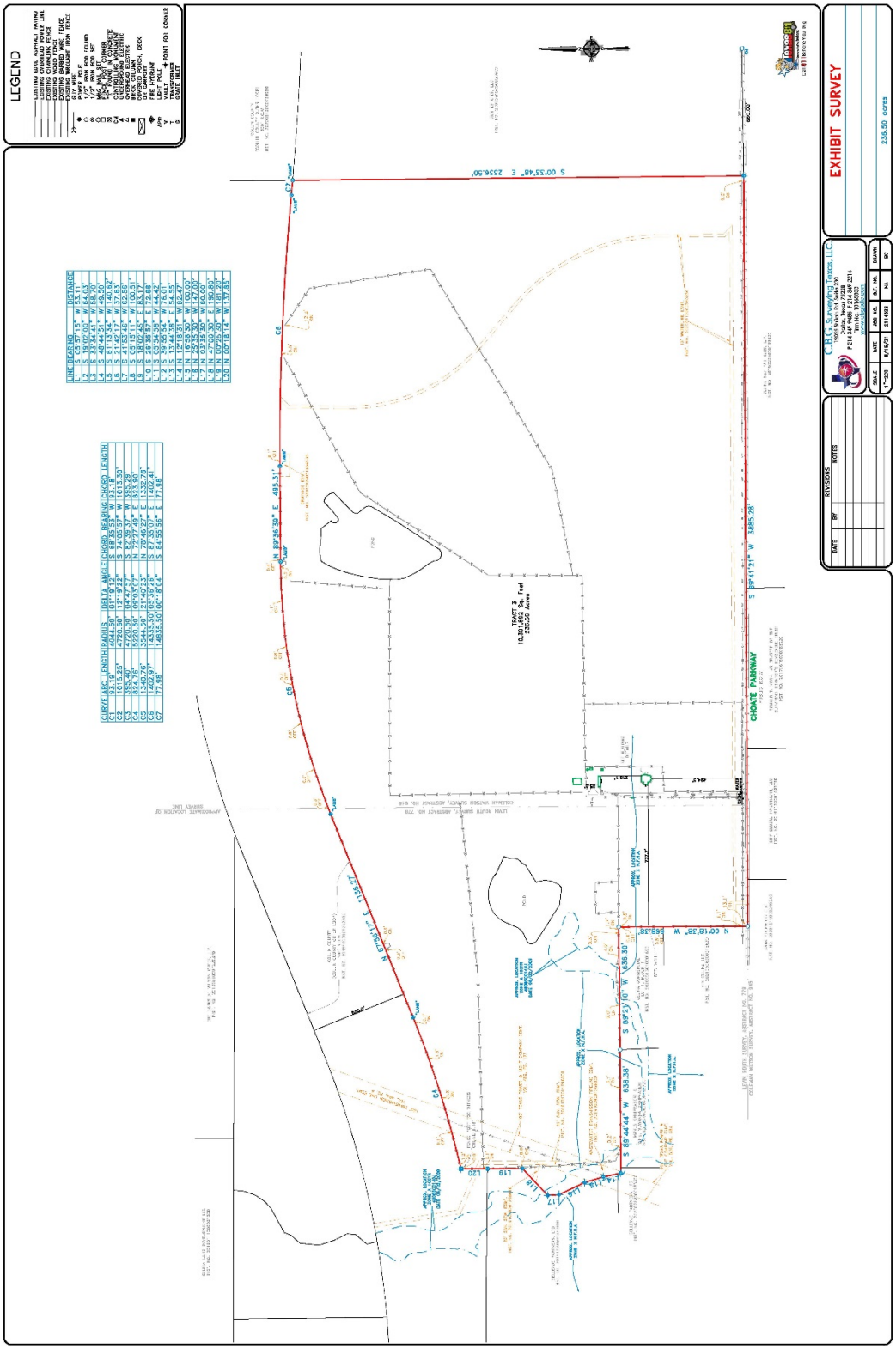
THENCE along said curve to the right and the South right of way line of said Collin County Outer Loop (20191003001242980), an arc length of 1340.76 feet to a 5/8 inch iron rod found with orange cap stamped “LAMB” for corner;

THENCE North 89 degrees 36 minutes 39 seconds East along the South right of way line of said Collin County Outer Loop (20191003001242980), a distance of 495.31 feet to a 5/8 inch iron rod found with orange cap stamped “LAMB” for corner, said corner being the beginning of a curve to the right, having a radius of 14,335.50 feet, a central angle of 05 degrees 36 minutes 26 seconds, a chord bearing of South 87 degrees 35 minutes 07 seconds East, a chord distance of 1402.41 feet;

THENCE along said curve to the right and the South right of way line of said Collin County Outer Loop (20191003001242980), an arc length of 1402.97 feet to a 5/8 inch iron rod found with orange cap stamped “LAMB” for corner, said corner being the point of reverse curvature to the left, having a radius of 14,835.50 feet, a central angle of 00 degrees 18 minutes 04 seconds, a chord bearing of South 84 degrees 55 minutes 56 seconds East, a chord distance of 77.98 feet;

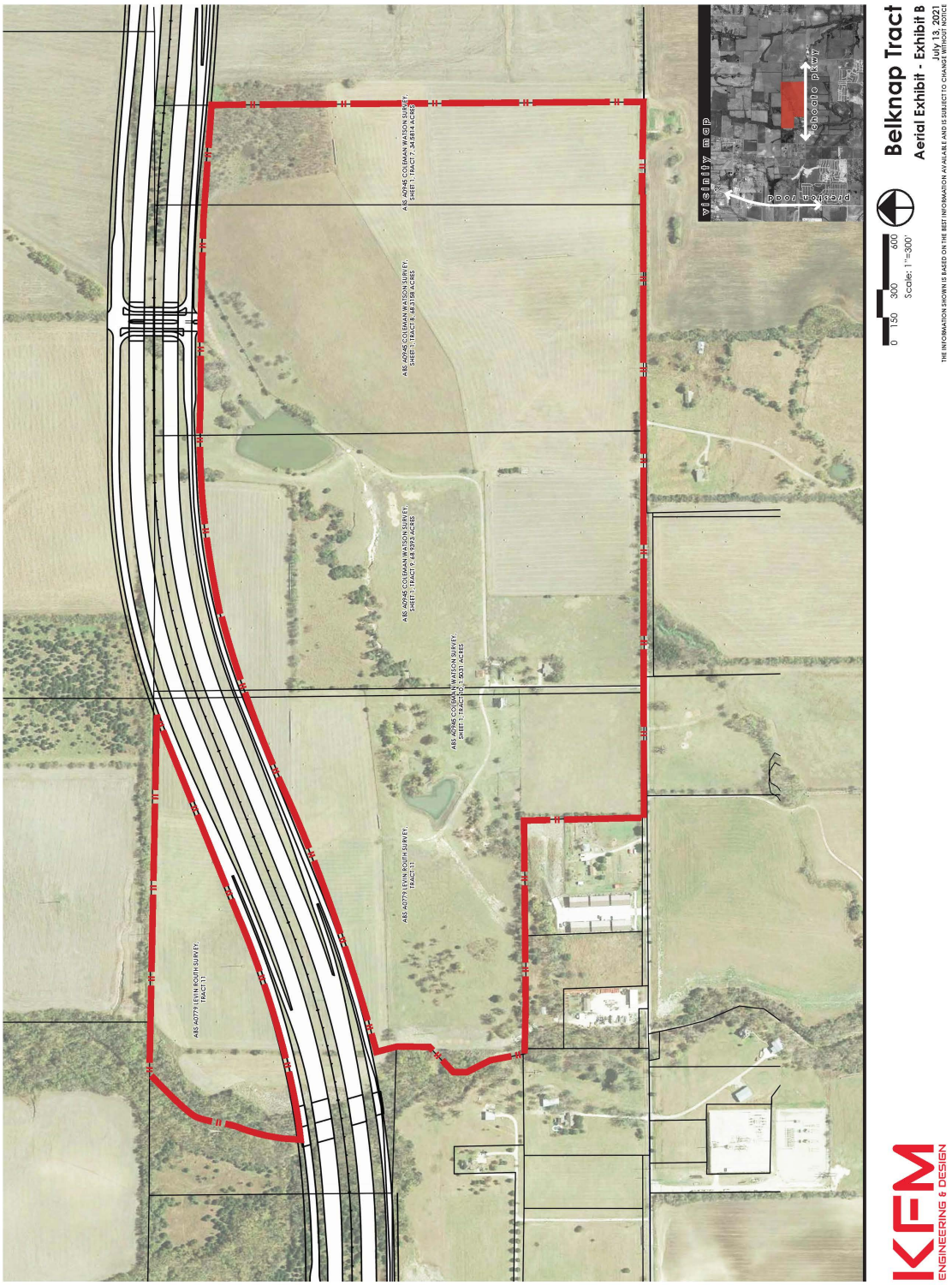
THENCE along said curve to the left and the South right of way line of said Collin County Outer Loop (20191003001242980), an arc length of 77.98 feet to the POINT OF BEGINNING and containing 10,301,892 square feet or 236.50 acres of land.

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)



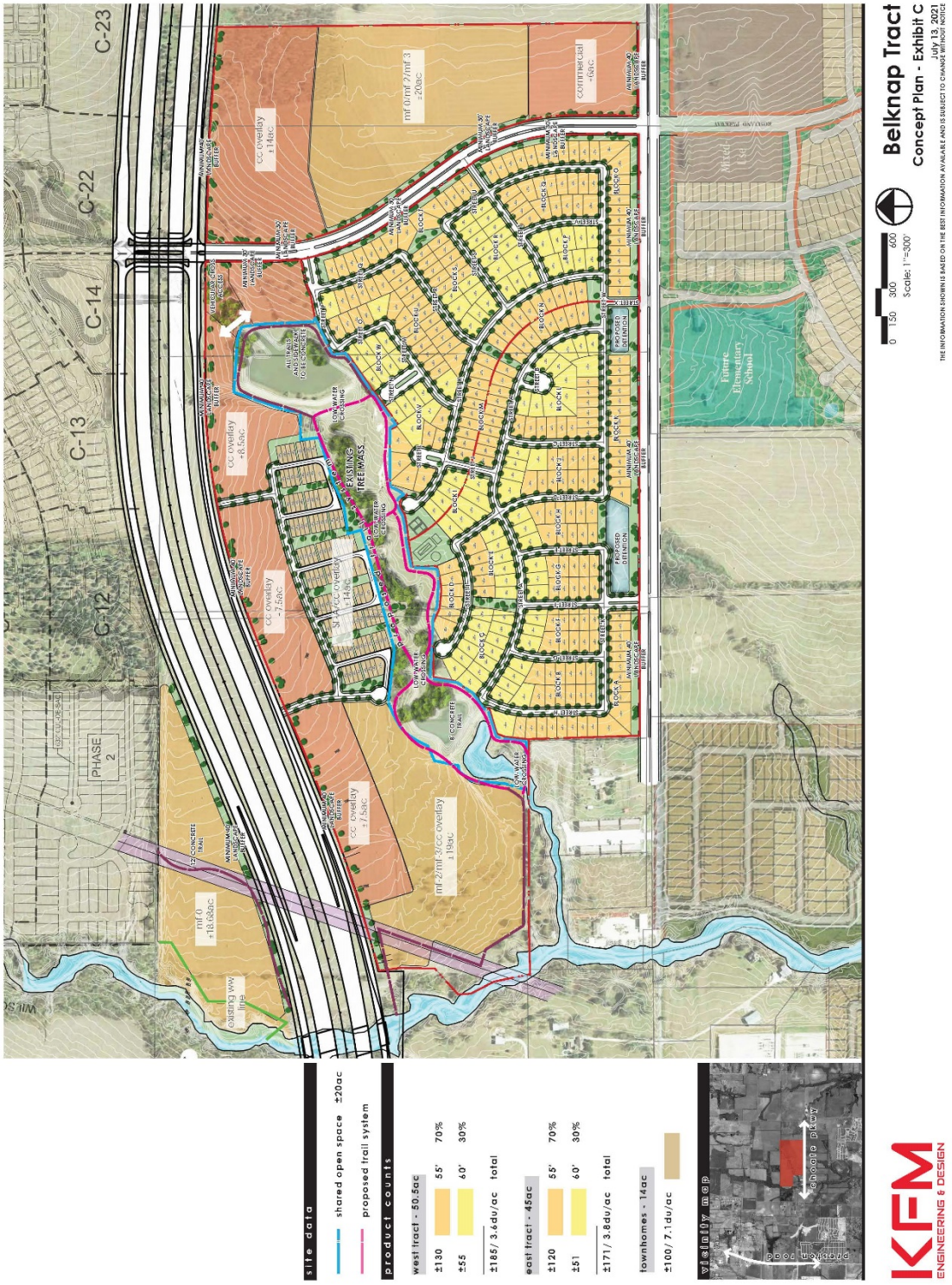
Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXHIBIT B
DEPICTION OF PROPERTY



Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXHIBIT C
CONCEPT PLAN



Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXHIBIT D
DEVELOPMENT STANDARDS

Base Zoning:

The development shall follow all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as may be amended, except as follows. The base zoning of the residential portion of the Planned Development shall be SF-R, Single- Family Residential Detached District. The base zoning for the non-residential portions of the Planned Development shall be Collin County Outer Loop Overlay, Commercial, Retail and Office District. The proposed multifamily tracts will be comprised of a mix of MF-0, MF- 2, and MF-3 product types.

Concept Plan:

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of streets, lotting patterns, and other infrastructure and amenities, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention.

Architecture:

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a regionally significant thoroughfare;thus, all structures shall abide by the City's architectural standards, and as may be amended.

Amenities:

In addition to the base zoning regulations, the amenity package will include:

- 12' concrete trail along the overhead lines and along Wilson Creek. 8' wide concrete trail along the creek south of the CCOL.
- The trail shall maintain multiple trail connections to the adjacent residential developments, generally as shown on the Concept Plan.
- Located south of Collin County Outer Loop and west of Roseland Pkwy there will be one large Amenity Center to have an open-air pavilion, a swimming pool, bathrooms, dog park, and playground.

Open Space:

The City agrees that the development is abiding by the vision outlined in the Neighborhood Vision Book (NVB),per the attached Concept Plan, which contains the following elements:

- The Linear greenbelt park system combined with the in-tract open spaces as depicted on the ConceptPlan will meet 100% of the open space requirements for all residential and multifamily development west of Roseland and south of Collin County Outer Loop.
- The large, centralized amenity park overlooking greenbelt park system will serve as amenity for

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

all single family detached and attached development.

Lot Regulations for SF-R

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, asmay be amended, except as follows:

- Single Family detached density can be allowed to maximum overall density of 4.0 units per acre.
- 55' and 60' lot sizes shall be front loaded.
- The lot mix shall generally be l provided per the Concept Plan:
    - 55s – approximately 70% (250)
    - 60s – approximately 30% (106)
- For all residential types, the following general area regulations apply:
    - The lot widths are measured along the arc of the front building line.
    - For cul-de-sac and eyebrow lots, the minimum lot width measured at the right-of-wayline shall be 35'.

Lot Regulations for SF-A

Development under this zoning districts will adhere to the standards in the Zoning Ordinance, except asrevised in the Amenities and Open Space categories herein.

Regulations for MF–0 (Horizontal Multi-Family):

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, asmay be amended, except as follows:

- Maximum overall density of 12 units/per acre.
- Maximum building height is 36' and two (2) stories.
- A 6' masonry wall is required along all perimeters. No gates crossing the fire lanes are allowed.
- Wooden privacy residential fences are allowed within landscape setbacks, except landscape setbacks along public rights-of-way. Required perimetertrees shall be installed in this area. Yard spaces may be divided by 6-ft. wooden fences.
- Parking shall be a minimum of 1.5 per unit.
- All units shall be 80% brick or stone, with the remainder allowed to be stucco or cementitious fiber-board.

Regulations for MF–2/MF-3:

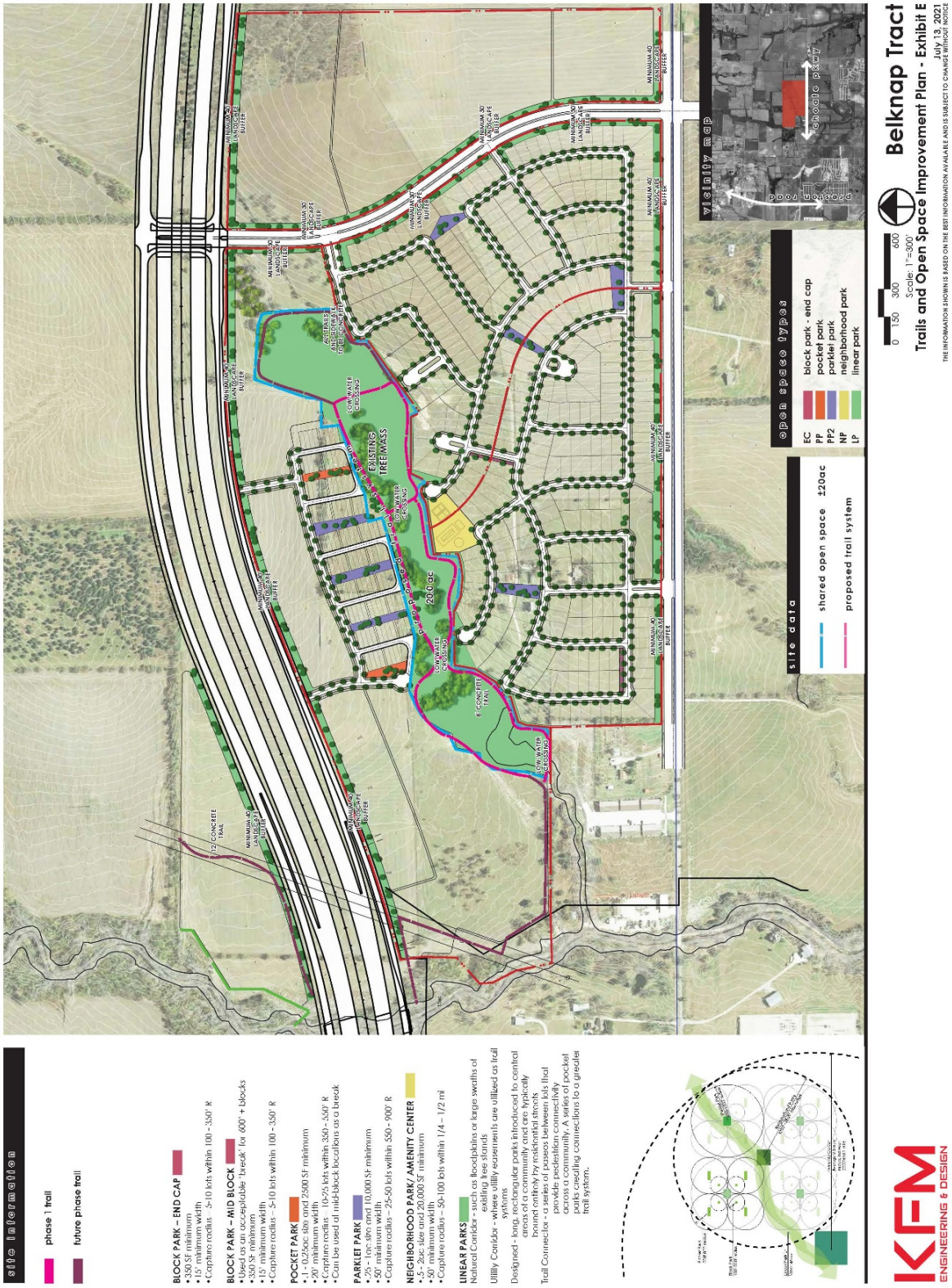
Development under these zoning districts will adhere to the standards in the Zoning Ordinance, exceptas revised in the Amenities and Open Space categories herein.

Regulations for Collin County Outer Loop Overlay, Commercial, Retail and Office:

Development under these zoning districts will adhere to the standards in the Zoning Ordinance

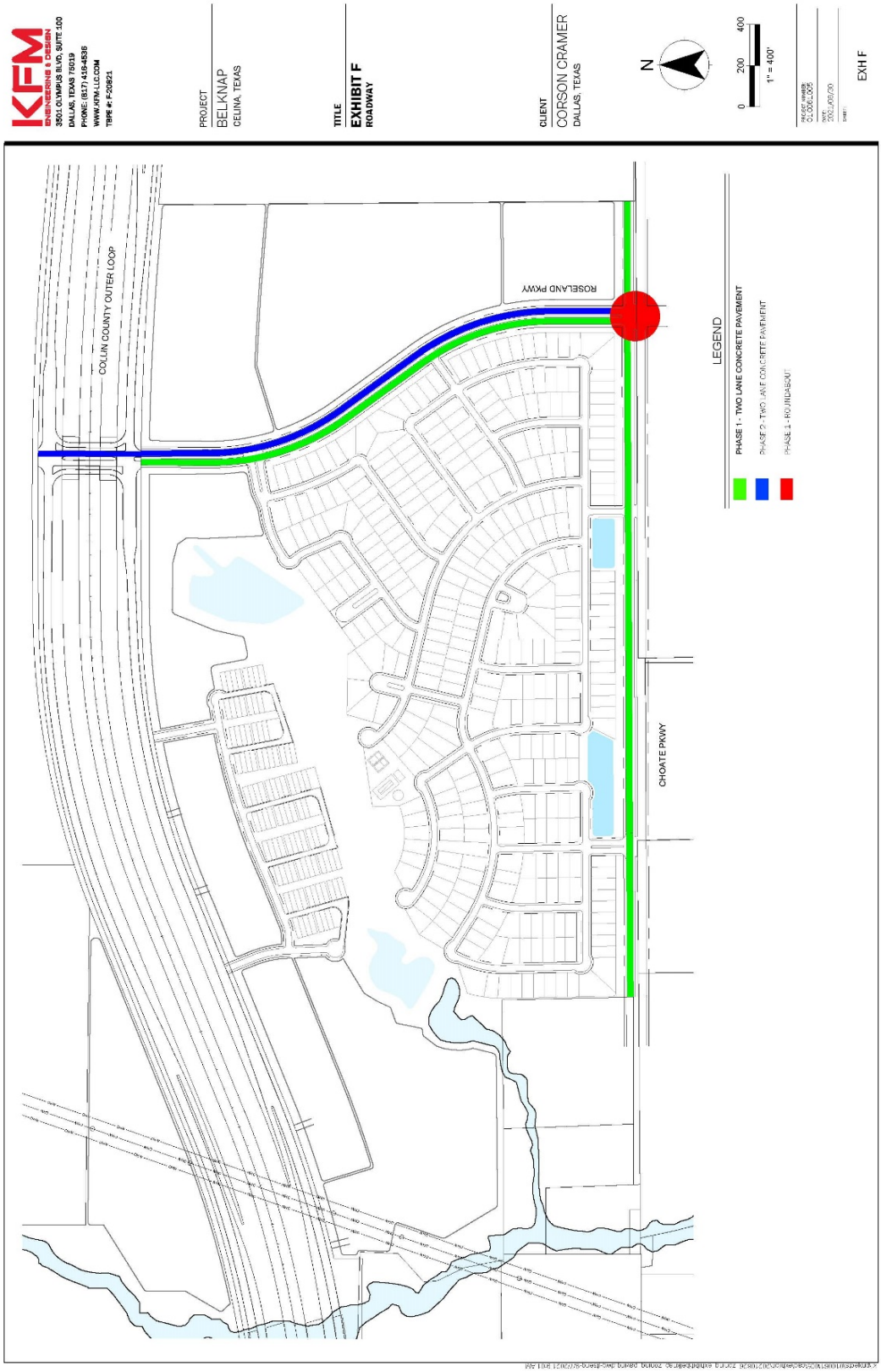
Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXHIBIT E
TRAILS AND OPEN SPACE IMPROVEMENTS



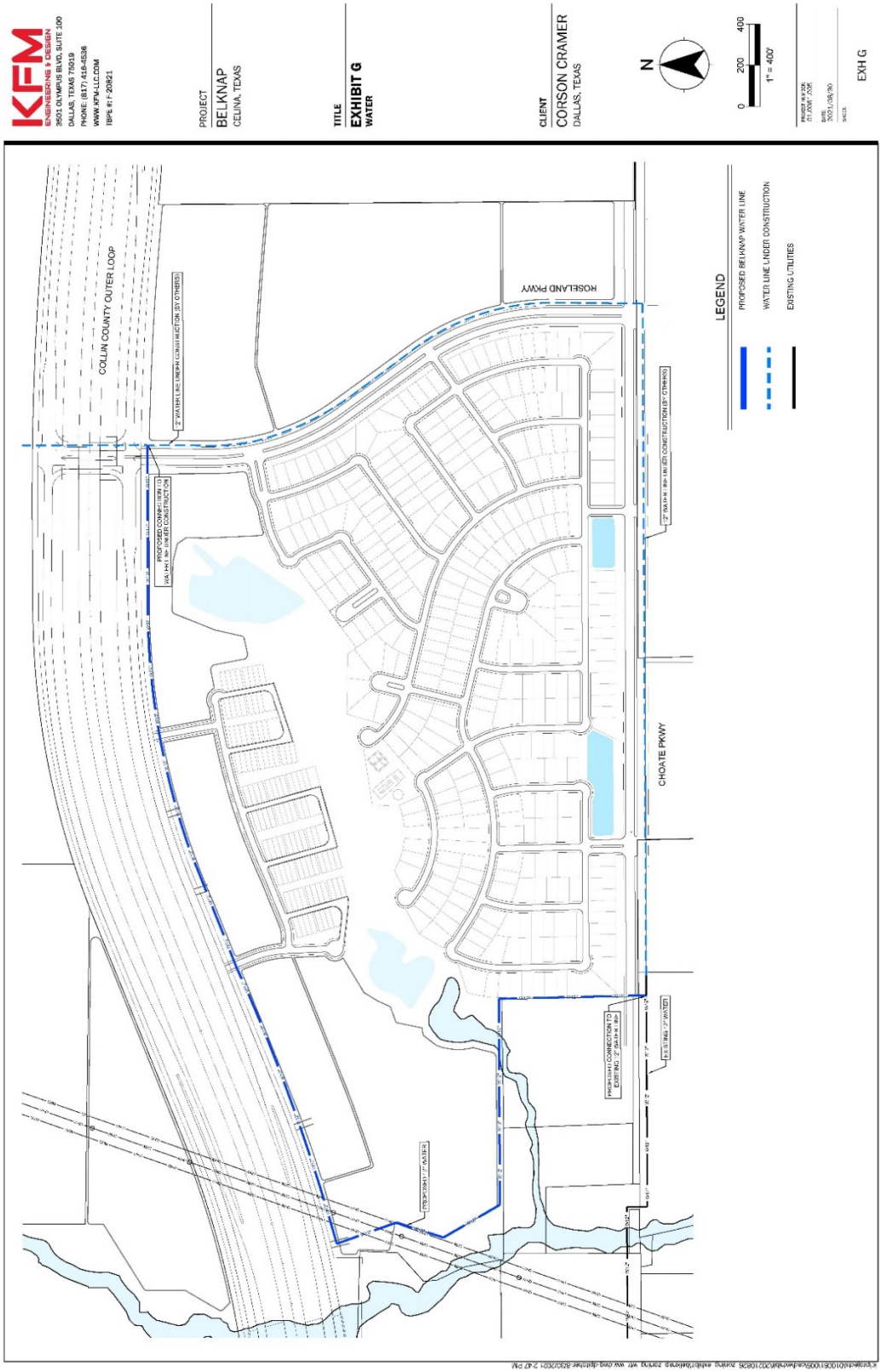
Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXHIBIT F
ROADWAY IMPROVEMENTS



Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXHIBIT G
WATER IMPROVEMENTS

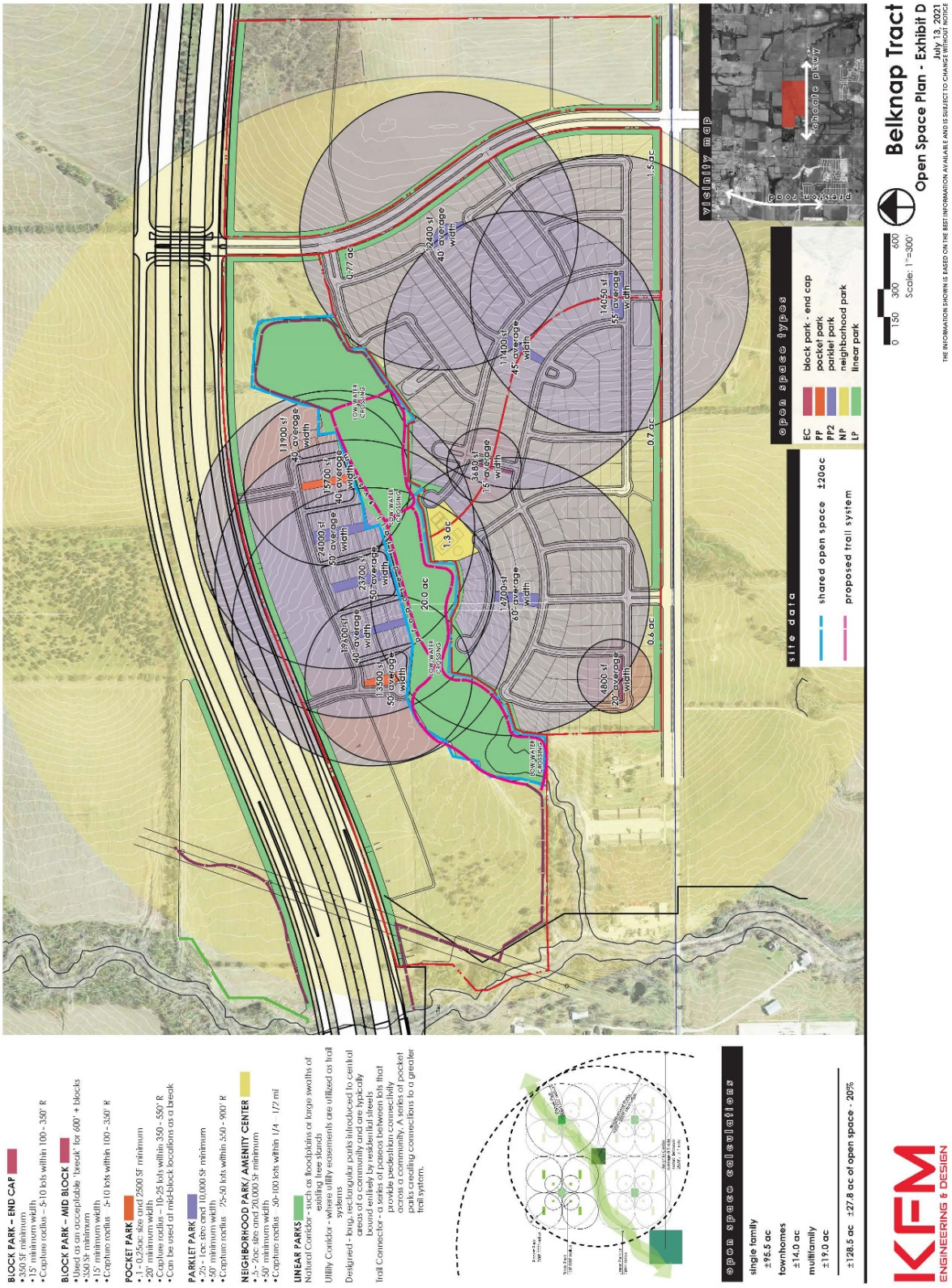


Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXHIBIT H
WASTEWATER IMPROVEMENTS

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXHIBIT I
AMENITY CENTER



Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXHIBIT J
EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

NOW THEREFORE, for and in consideration of the mutual promises of the Parties as set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I.
EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property**.** The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

ARTICLE II.
ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

HOA:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2021, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXHIBIT B—PROPERTY DESCRIPTION

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

EXHIBIT B—SAMPLE CCC

ARTICLE XX
DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX
COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, county, municipality, district or other political subdivision thereof.
ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or it respective successors or assignees.
iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

Attachment: Draft Development Agreement (Belknap Tract (Corson-Cramer) – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	September 14, 2021
Re:	Matusek (PAWC Annex) PID Creation

Action Requested:
Conduct a public hearing to consider testimony and act upon a resolution of the City of Celina, Texas authorizing and creating the Matusek (The Parks at Wilson Creek Annex) Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. (Matusek (PAWC Annex) PID Creation) (Lopez)

Background:
Please refer to the attachments for additional information.

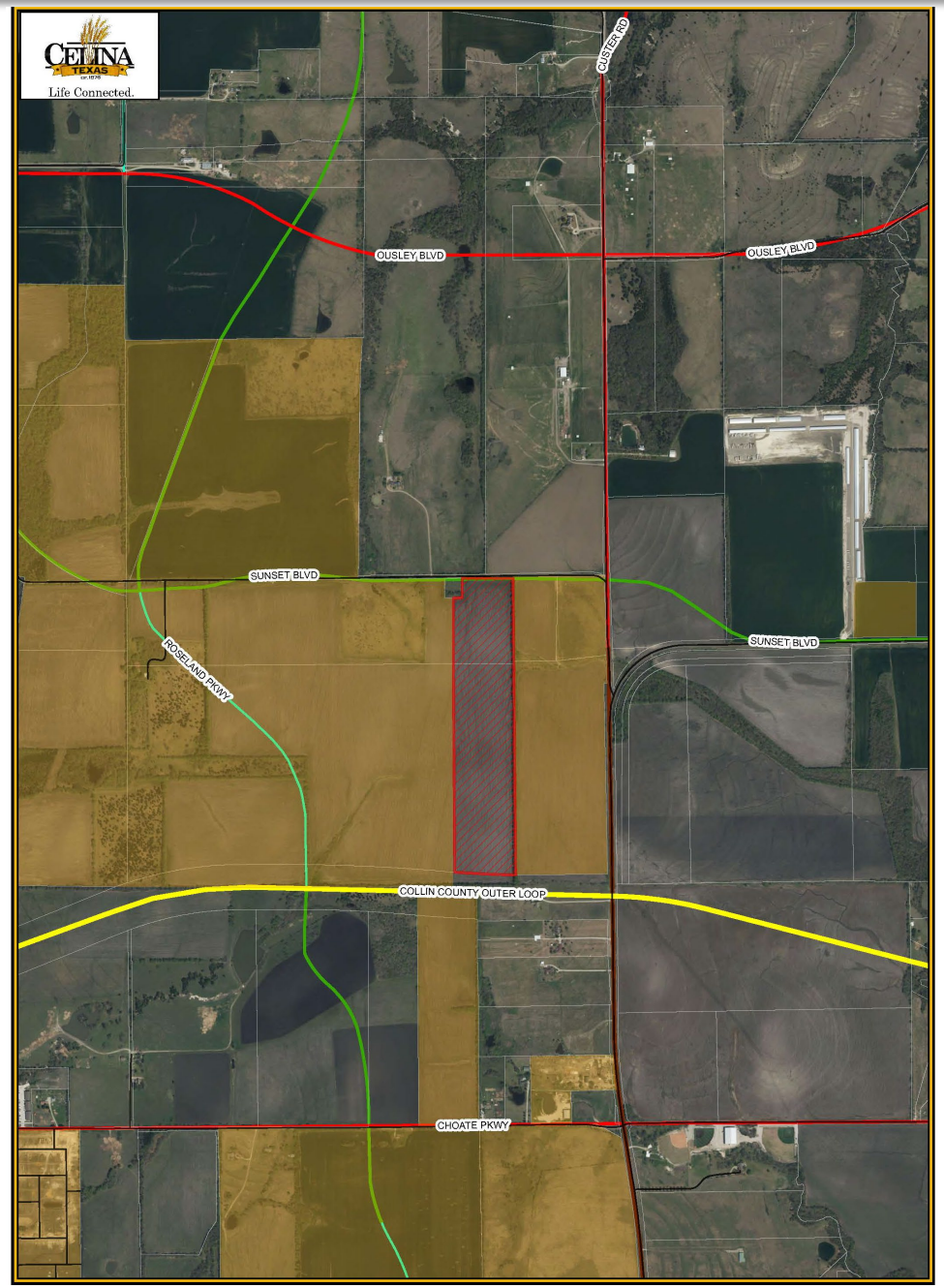
Supporting Documents:
- Staff Presentation
- Draft Resolution

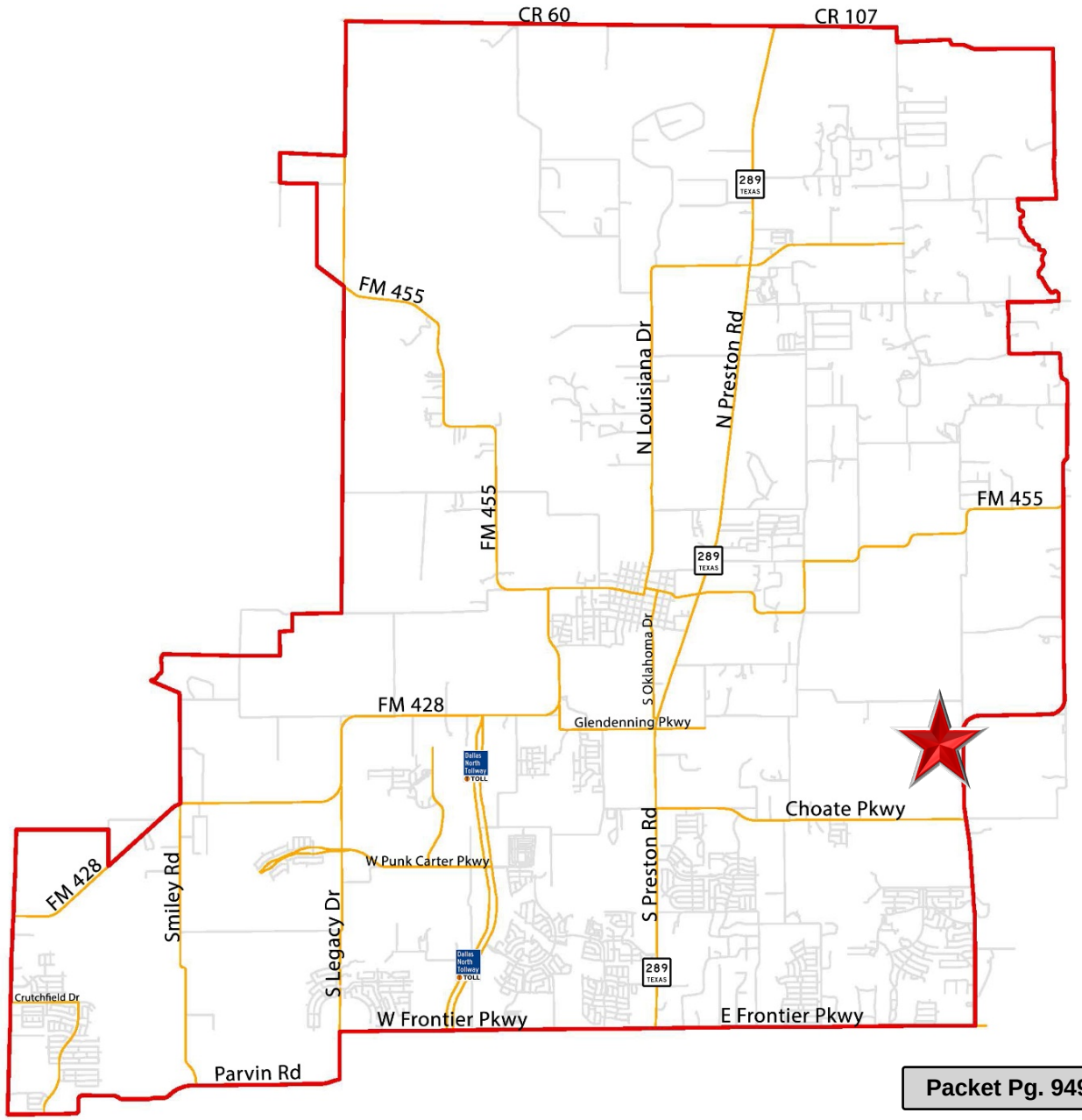
Staff Recommendation:
Staff recommends approval as presented.

MATUSEK

PID CREATION

City Council
September 14, 2021





Attachment: Staff Presentation (Matusek (PAWC Annex) PID Creation)

BACKGROUND

- The DA (on tonight's agenda) allowed for a PID to fund, in part, the Public infrastructure associated with the project

Attachment: Staff Presentation (Matusek (PAWC Annex) PID Creation)

PID OVERVIEW

- The PID will consist of approximately 47 acres with extensive infrastructure needed to serve the project
- Maximum funding of $50mm in Authorized Improvements costs

Attachment: Staff Presentation (Matusek (PAWC Annex) PID Creation)

PID TIMELINE

- ~~August 10, 2021 – PID Petition Resolution~~
- September 14, 2021 – PID Creation Resolution
- Later Date – Pre-SAP Resolution
- Later Date – SAP/Levy Ordinance

Attachment: Staff Presentation (Matusek (PAWC Annex) PID Creation)

RECOMMENDATION

- Staff recommends approval per the governing Development Agreement

Attachment: Staff Presentation (Matusek (PAWC Annex) PID Creation)

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE PARKS AT WILSON CREEK ANNEX 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" or "Celina"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its City limits or its extraterritorial jurisdiction ("ETJ"); and

WHEREAS, on *July 15, 2021*, the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), within the City, submitted and filed with the City Secretary of Celina (the "City Secretary") a petition ("Petition") requesting the establishment of a public improvement district for property within the ETJ of the City; and

WHEREAS, the Petition requested the creation of the Parks at Wilson Creek Annex Public Improvement District (the "District"), which District is located within the ETJ of the City of Celina and more particularly depicted in **Exhibit A** and described by metes and bounds in **Exhibit B** (the "Property") each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of Celina (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*, an official newspaper of general circulation in Celina and in the ETJ of the City and mailing notice of the hearing, all as required

Attachment: Draft Resolution (Matusek (PAWC Annex) PID Creation)

by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the improvements and services on *September 14, 2021*; and

WHEREAS, the City Council of Celina closed the public hearing on the advisability of the improvements and services on *September 14, 2021*.

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 Celina 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 of Celina, after considering the Petition and the evidence and testimony presented at the public hearing on *September 14, 2021*, hereby finds and declares:

(a) **Advisability of the Proposed Improvements**. It is advisable to create the District to provide the Authorized Improvements (as defined and described below). The Authorized Improvements are feasible and desirable and will promote the interests of Celina and will confer a special benefit on the Property.

(a) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements

Attachment: Draft Resolution (Matusek (PAWC Annex) PID Creation)

and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, screening walls and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (8) costs related to special supplemental services for improvement and promotion of the District, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation and cultural enhancement; (9) payment of expenses incurred in the establishment, administration and operation of the District; and (10) 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 (collectively, the "***Authorized Improvements***"). These Authorized Improvements shall promote the interests of Celina and confer a special benefit upon the Property.

(b) **Estimated Costs of the Authorized Improvements and Apportionment of Costs** – The estimated total costs of the Authorized Improvements is $50,000,000.00, which costs shall be paid by assessment of the property owners within the proposed District. Celina will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property. 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.

(c) **Boundaries of the District.** The District is proposed to include approximately 46.5161 acres of land generally located north of the Outer Loop, east of Coit Road, south of CR 92 and west of Custer Road, located within the ETJ of the City, as more particularly depicted in

Attachment: Draft Resolution (Matusek (PAWC Annex) PID Creation)

Exhibit A attached hereto, and as more properly described in the metes and bounds described in **Exhibit B** attached hereto.

(d) **Proposed Method of Assessment** – Celina 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).

(e) **Management of the District.** The District shall be managed by Celina, with the assistance of a consultant, who shall, from time to time, advise Celina regarding certain operations of the District.

(f) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Parks at Wilson Creek Annex 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*, an official newspaper of general circulation in Celina and a newspaper of general circulation in the ETJ of Celina, on *September 20, 2021*. Effective upon the publication of such notice, such authorization shall take effect and the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

Attachment: Draft Resolution (Matusek (PAWC Annex) PID Creation)

PASSED, APPROVED AND ADOPTED on the 14th day of September, 2021.

ATTEST:

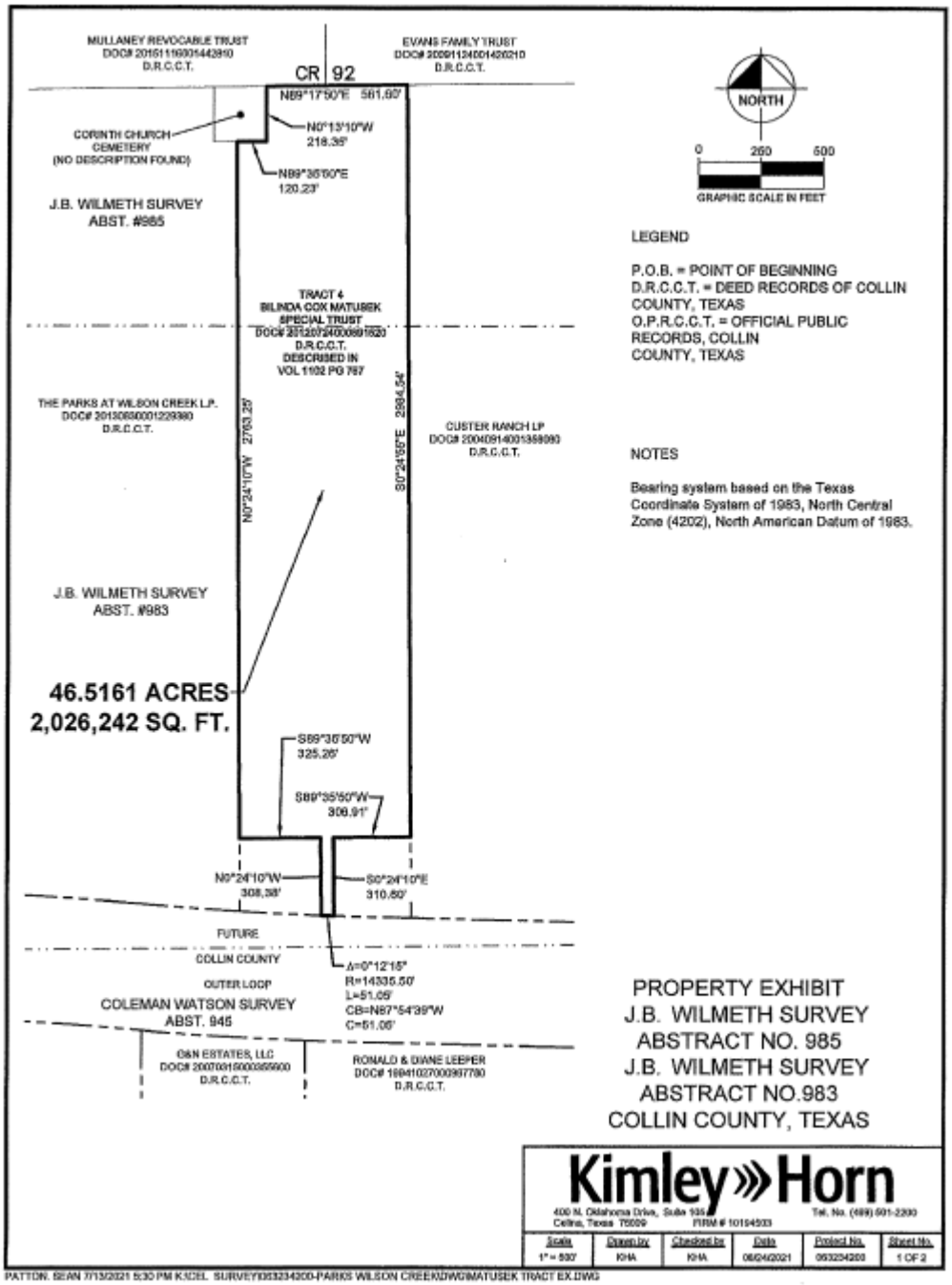
Sean Terry, Mayor

Vicki Tarrant, City Secretary

SEAL

Attachment: Draft Resolution (Matusek (PAWC Annex) PID Creation)

EXHIBIT A
PROPERTY DEPICTION



Attachment: Draft Resolution (Matusek (PAWC Annex) PID Creation)

EXHIBIT B
PROPERTY METES AND BOUNDS DESCRIPTION

46.5161 ACRES

BEING a tract of land situated in the J.B.Wilmeth Survey, Abstract Number 985 and the J.B. Wilmeth Survey Abstract Number 983, Collin County, Texas, said tract being a portion of that tract of land conveyed to the Bilinda Cox Matusek Trust, according to the document filed of record in Document Number 20120724000891520, Official Public Record Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northeast corner of said Matusek tract and this tract;

THENCE South 0°24'55" East, with the east line of said Matusek tract and this tract, a distance of 2984.54 feet to a point for the most northerly southeast corner of this tract;

THENCE South 89°35'50" West, leaving said line, a distance of 306.91 feet to a point for corner of this tract;

THENCE South 0°24'10" East, a distance of 310.60 feet to a point for the most southerly southeast corner of this tract, at the beginning of a non-tangent curve to the right having a central angle of 0°12'15", a radius of 14335.50 feet, a chord bearing and distance of North 87°54'39" West, 51.05 feet;

THENCE with said curve to the right, an arc distance of 51.05 feet to a point for the most southerly southwest corner of this tract;

THENCE North 0°24'10" West, a distance of 308.38 feet to a point for corner of this tract;

THENCE South 89°35'50" West, a distance of 325.26 feet to a point in the west line of the above-mentioned Matusek tract for the most northerly southwest corner of this tract;

THENCE North 0°24'10" West, with said west line, a distance of 2763.25 feet to a point for the most westerly northwest corner of said Matusek tract and this tract;

THENCE North 89°35'50" East, with a north line of said Matusek tract and this tract, a distance of 120.23 feet to a point for corner of said tracts;

THENCE North 0°13'10" West, with a west line of said Matusek tract and this tract, a distance of 218.35 feet to a point for the most northerly northwest corner of said tracts;

THENCE North 89°17'50" East, with the north line of said Matusek tract and this tract, a distance of 561.60 feet to the **POINT OF BEGINNING** and containing 46.5161 acres or 2,026,242 square feet of land, more or less.

Attachment: Draft Resolution (Matusek (PAWC Annex) PID Creation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	September 14, 2021
Re:	Legacy Hills PID Creation

Action Requested:
Conduct a public hearing to consider testimony regarding the creation of the Legacy Hills Public Improvement District and act upon a resolution creating the Legacy Hills Public Improvement District. (Legacy Hills PID Creation) (Lopez)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Staff Presentation
- Draft Resolution

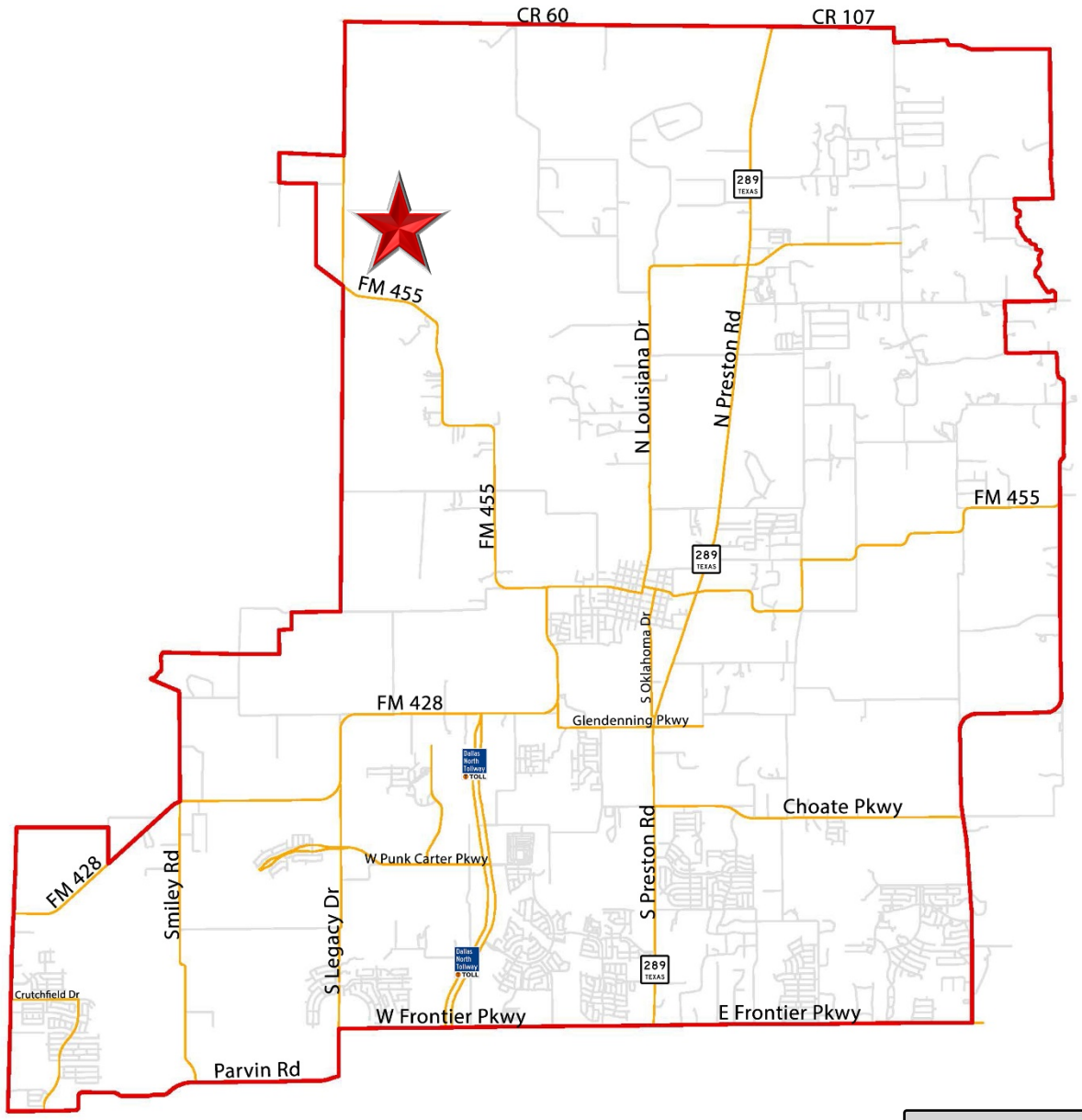
Staff Recommendation:
Staff recommends approval as presented.

LEGACY HILLS

PID CREATION

City Council
September 14, 2021

Attachment: Staff Presentation (Legacy Hills PID Creation)



Attachment: Staff Presentation (Legacy Hills PID Creation)

BACKGROUND

- The Development Agreement (DA) for the subject property was approved by Council on September 8th, 2020, and was amended on May 11th, 2021
- The DA allowed for a PID to fund, in part, the public infrastructure associated with the project
- This property has an associated Planned Development (PD#117) that was approved in December 2020 and amended in July 2021

Attachment: Staff Presentation (Legacy Hills PID Creation)

PID OVERVIEW

- This PID will consist of approximately 332 acres and 613 single family residential units with extensive infrastructure needed to serve the project
- Maximum funding of $40 mm in Authorized Improvements costs

Attachment: Staff Presentation (Legacy Hills PID Creation)

PID TIMELINE

- ~~August 10, 2021 – PID Petition Resolution~~
- September 14, 2021 – PID Creation Resolution
- September 14, 2021 – Pre-SAP Resolution (Associated Action Item)
- September 28, 2021 – SAP/Levy Ordinance

Attachment: Staff Presentation (Legacy Hills PID Creation)

RECOMMENDATION

- Staff recommends approval per the governing Development Agreement

Attachment: Staff Presentation (Legacy Hills PID Creation)

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE LEGACY HILLS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNEMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City" or "Celina"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its City limits; and

WHEREAS, on *August 9, 2021*, the (1) owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitutes more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioners"), within the City, submitted and filed with the City Secretary of Celina (the "City Secretary") a petition ("Petition") requesting the establishment of a public improvement district for property within the City; and

WHEREAS, the Petition requested the creation of the Legacy Hills Public Improvement District (the "District"), which District is located within the City and more particularly depicted in **Exhibit A** and described by metes and bounds in **Exhibit B** (the "Property") each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of Celina (the "City Council") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in a newspaper of general circulation in Celina, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council,

Attachment: Draft Resolution (Legacy Hills PID Creation)

conducted a public hearing on the advisability of the improvements and services on *September 14, 2021*; and

WHEREAS, the City Council of Celina closed the public hearing on the advisability of the improvements and services on *September 14, 2021*; 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 Celina by the Petitioners 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 of Celina, after considering the Petition and the evidence and testimony presented at the public hearing on *September 14, 2021*, hereby finds and declares:

(a) **Advisability of the Proposed Improvements**. It is advisable to create the District to provide the Authorized Improvements (as defined and described below). The Authorized Improvements are feasible and desirable and will promote the interests of Celina 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 (the "Authorized Improvements") that are necessary for the development of the Property, which Authorized Improvements will include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein;

Attachment: Draft Resolution (Legacy Hills PID Creation)

(iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District.

(c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs.** The estimated total costs of the Authorized Improvements is $40,000,000.00, which costs shall be paid by assessment of the property owners within the proposed District. Celina 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 331.531 acres of land generally located *north of GA Moore Parkway and west of Celina Parkway*, located within the City, as more particularly depicted in **Exhibit A** attached hereto, and as more properly described in the metes and bounds described in **Exhibit B** attached hereto.

(e) **Proposed Method of Assessment.** Celina 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

Attachment: Draft Resolution (Legacy Hills PID Creation)

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 Celina, with the assistance of a consultant, who shall, from time to time, advise Celina regarding certain operations of the District.

(g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Legacy Hills 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. . Not later than the seventh day after the date of the adoption of this Resolution, City staff is hereby authorized and directed to file a copy of this Resolution creating the District with the county clerk of each county in which all or a part of the District is located.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

Attachment: Draft Resolution (Legacy Hills PID Creation)

PASSED, APPROVED AND ADOPTED on the 14th day of September 2021.

ATTEST:

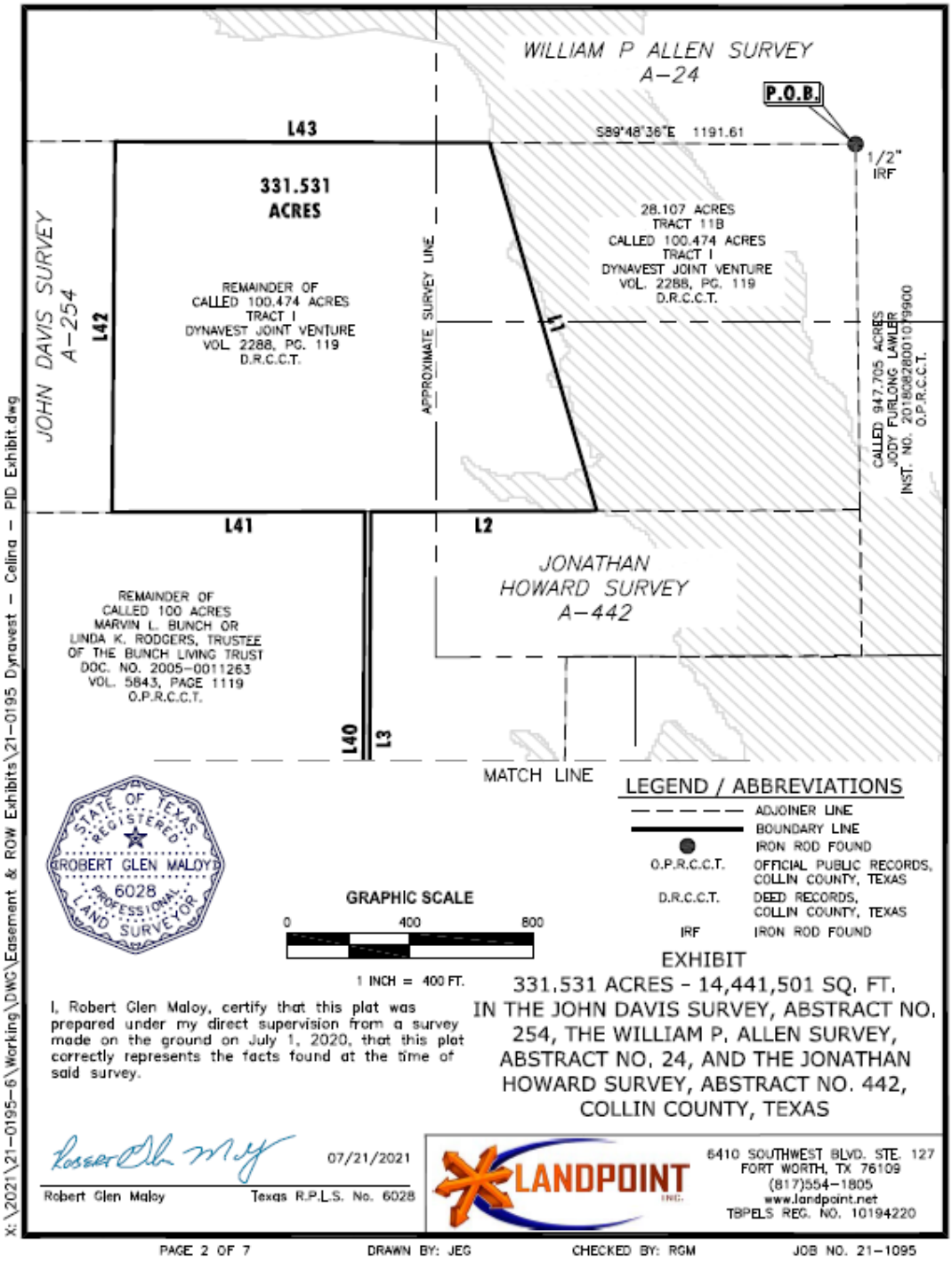
Mindy Koehne, Mayor Pro Tem

Vicki Tarrant, City Secretary

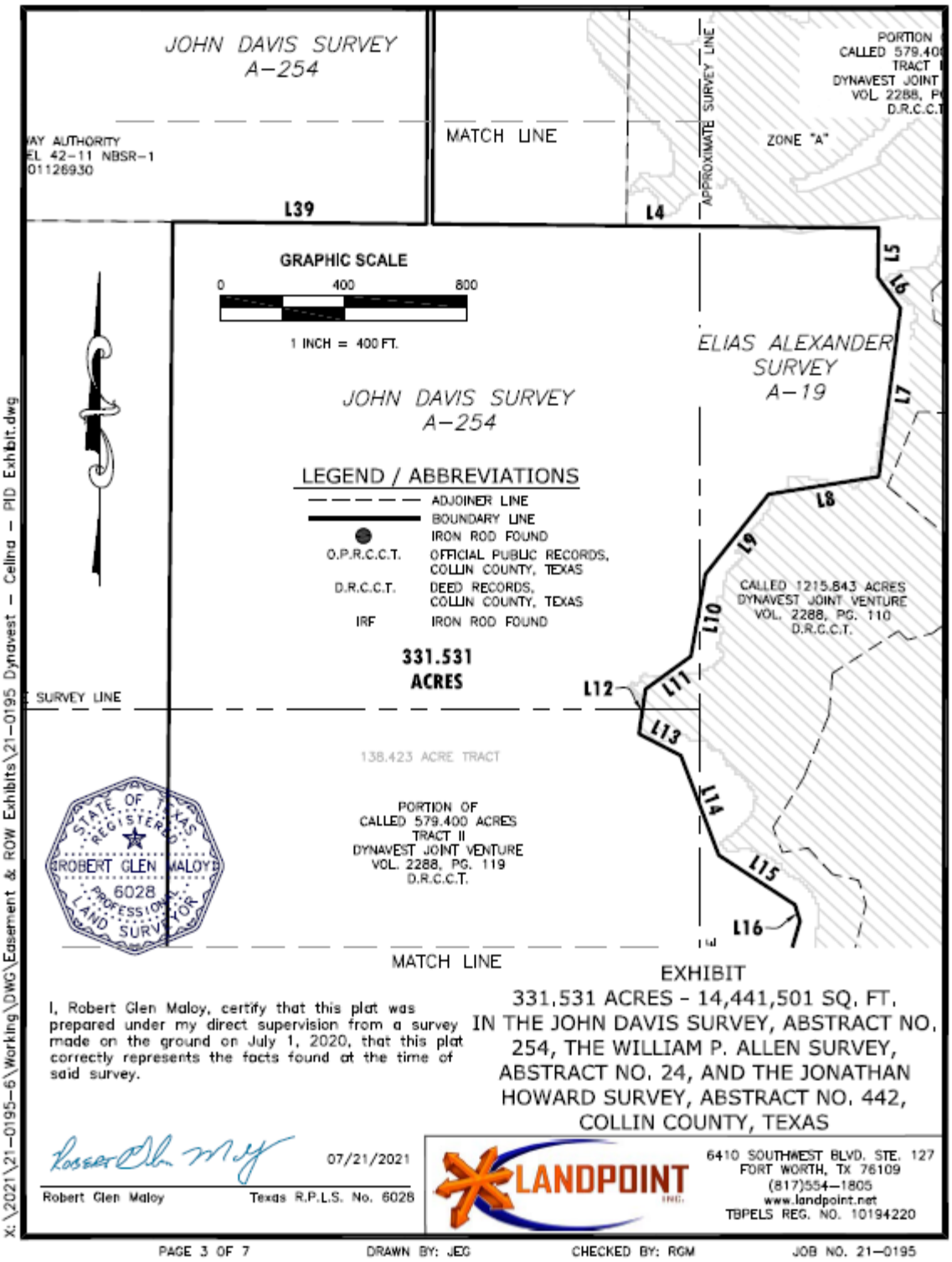
SEAL

Attachment: Draft Resolution (Legacy Hills PID Creation)

EXHIBIT A
PROPERTY DEPICTION



Attachment: Draft Resolution (Legacy Hills PID Creation)



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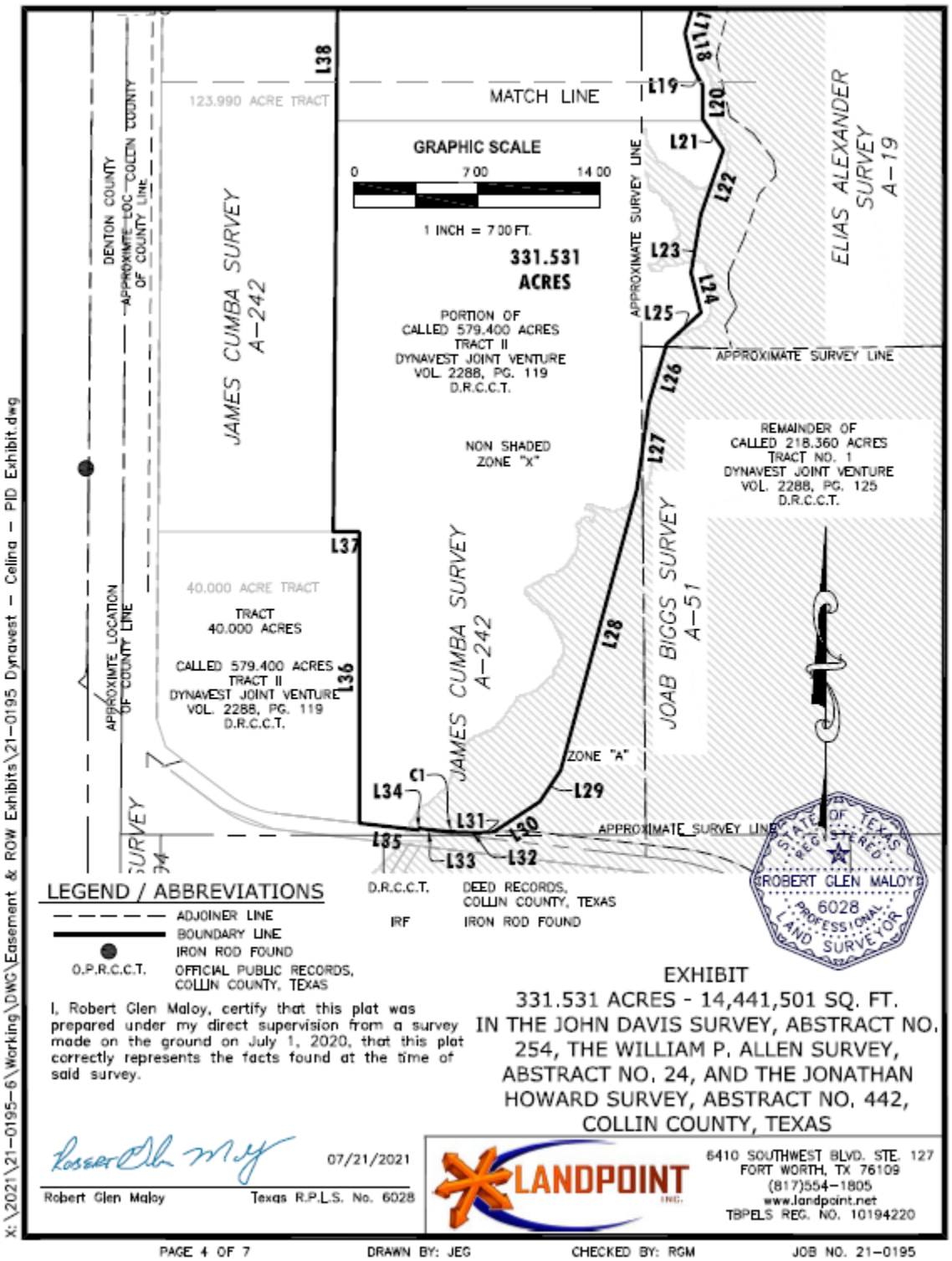

Attachment: Draft Resolution (Legacy Hills PID Creation)

EXHIBIT B
PROPERTY METES AND BOUNDS DESCRIPTION

LEGAL DESCRIPTION

Being a 331.531 acre tract of land situated in the James Cumba Survey Abstract–242, the Joab Biggs Survey Abstract–51, the John Davis Survey Abstract–254, and the Elias Alexander Survey Abstract–19, Collin County, Texas and being a portion of that certain called 579.400 acre tract of land, described as Tract II, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 119, Deed Records of Collin County, Texas and being a portion of that certain called 100.474 acre tract of land, described as Tract I, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 119, Deed Records of Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at a 5/8–inch iron rod found for the Northeast corner of the tract herein described in the North line of said 100.474 acre tract of land, as conveyed to Dynavest Joint Venture by said Volume 2288 Page 119, recorded in Volume 5843, Page 119, Official Public Records of Collin County, Texas;

THENCE S89°48'36"E, with the North line of said 100.474 acre tract of land, and being in the West line of that certain called 947.705 acre tract of land as conveyed to Jody Furlong Lawyer by deed of record in Instrument No. 20180828001079900, Deed Records of Collin County, Texas,

THENCE with the north line of said 100.474 acre tract of land, the following calls:

THENCE South 16°14'08" East, 1,248.38 feet to a point;

THENCE South 89°50'48" West, 735.77 feet to a point;

THENCE South 0°18'38" West, 1,480.55 feet to a point;

THENCE South 89°30'00" East, 1,451.50 feet to a point;

THENCE South 0°54'05" West, 160.44 feet to a point;

THENCE South 36°05'31" East, 124.81 feet to a point;

THENCE South 7°19'29" West, 553.21 feet to a point;

THENCE South 80°56'00" West, 362.90 feet to a point;

THENCE South 38°15'13" West, 332.04 feet to a point;

THENCE South 10°04'32" West, 271.51 feet to a point;

THENCE South 54°06'16" West, 181.55 feet to a point;

THENCE South 8°28'11" West, 147.80 feet to a point;

THENCE South 62°40'31" East, 153.52 feet to a point;

THENCE South 20°47'48" East, 346.98 feet to a point;

STATE OF TEXAS · REGISTERED · ROBERT GLEN MALOY · 6028 · PROFESSIONAL LAND SURVEYOR

EXHIBIT
331.531 ACRES - 14,441,501 SQ. FT.
IN THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision from a survey made on the ground on July 1, 2020, that this plat correctly represents the facts found at the time of said survey.

07/21/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

LANDPOINT ENG.

6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554–1805
www.landpoint.net
TBPELS REG. NO. 10194220

PAGE 5 OF 7 DRAWN BY: JEG CHECKED BY: RGM JOB NO. 21–0195

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Attachment: Draft Resolution (Legacy Hills PID Creation)

THENCE South 56°54'41" East, 296.19 feet to a point;

THENCE South 16°45'56" East, 55.79 feet to a point;

THENCE South 16°19'39" West, 277.69 feet to a point;

THENCE South 12°42'42" East, 196.66 feet to a point;

THENCE South 28°28'44" East, 123.07 feet to a point;

THENCE South 0°00'00" East, 190.89 feet to a point;

THENCE South 34°19'04" East, 209.63 feet to a point;

THENCE South 19°17'22" West, 395.03 feet to a point;

THENCE South 9°24'41" West, 333.41 feet to a point;

THENCE South 13°59'33" East, 234.35 feet to a point;

THENCE South 47°40'23" West, 264.27 feet to a point;

THENCE South 16°59'14" West, 348.90 feet to a point;

THENCE South 7°47'51" West, 499.92 feet to a point;

THENCE South 15°12'20" West, 1,659.85 feet to a point;

THENCE South 33°44'35" West, 215.20 feet to a point;

THENCE South 56°45'49" West, 314.03 feet to a point;

THENCE South 87°25'43" West, 84.55 feet to a point;

THENCE North 89°00'54" West, 83.16 feet to the beginning of a curve;

Along a curve to the right, having a radius of 1545.00 feet, an arc length of 150.44 feet, a delta angle of 05°34'44", and a chord which bears N86°11'32"W, a distance of 150.38 feet for a point of tangency;

THENCE North 83°24'10" West, 111.05 feet to a point;

THENCE South 6°40'13" West, 10.03 feet to a point;

THENCE North 83°19'47" West, 339.20 feet to a point;

THENCE North 0°03'01" West, 1,661.21 feet to a point;

THENCE South 89°57'41" West, 147.08 feet to a point;

THENCE North 0°26'51" East, 5,386.54 feet to a point;

THENCE South 89°30'00" East, 826.10 feet to a point;

THENCE North 0°18'32" East, 1,480.32 feet to a point;

THENCE South 89°50'48" West, 822.57 feet to a point;

THENCE North 0°26'50" East, 1,207.15 feet to a point;

THENCE South 89°47'54" East, 1,219.89 feet to the POINT OF BEGINNING Containing 14,441,466 square feet, 331.531 acres of land, more or less.

STATE OF TEXAS · REGISTERED · ROBERT GLEN MALOY 6028 PROFESSIONAL LAND SURVEYOR

EXHIBIT

331.531 ACRES - 14,441,501 SQ. FT. IN THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision from a survey made on the ground on July 1, 2020, that this plat correctly represents the facts found at the time of said survey.

07/21/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

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PAGE 6 OF 7 DRAWN BY: JEG CHECKED BY: RGM JOB NO. 21-0195

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Attachment: Draft Resolution (Legacy Hills PID Creation)

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S16°14'08"E	1268.38'
L2	S89°50'48"W	735.77'
L3	S00°18'38"W	1480.55'
L4	S89°30'00"E	1451.50'
L5	S00°54'05"W	160.44'
L6	S36°05'31"E	124.81'
L7	S07°19'29"W	553.21'
L8	S80°56'00"W	362.90'
L9	S38°15'13"W	332.04'
L10	S10°04'32"W	271.51'
L11	S54°06'16"W	181.55'
L12	S08°28'11"W	147.80'
L13	S42°40'31"E	153.52'
L14	S20°47'48"E	346.98'
L15	S56°54'41"E	296.19'
L16	S16°45'56"E	55.79'
L17	S16°19'39"W	277.69'
L18	S12°42'42"E	196.66'
L19	S28°28'44"E	123.07'
L20	S00°00'00"E	190.89'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	S34°19'04"E	209.43'
L22	S19°17'22"W	395.03'
L23	S09°24'41"W	333.41'
L24	S13°59'33"E	234.35'
L25	S47°40'23"W	264.27'
L26	S16°59'14"W	348.90'
L27	S07°47'51"W	499.92'
L28	S15°12'20"W	1659.85'
L29	S33°44'35"W	215.20'
L30	S54°45'49"W	314.05'
L31	S87°25'43"W	84.55'
L32	N89°00'54"W	83.16'
L33	N83°24'10"W	111.05'
L34	S06°40'13"W	10.05'
L35	N83°19'47"W	339.20'
L36	N00°03'01"W	1441.21'
L37	S89°57'41"W	147.08'
L38	N00°26'51"E	5386.54'
L39	S89°30'00"E	824.10'
L40	N00°18'32"E	1480.32'

LINE TABLE		
LINE	DIRECTION	LENGTH
L41	S89°50'48"W	822.57'
L42	N00°26'50"E	1207.15'
L43	S89°47'54"E	1219.89'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	150.44'	1545.00'	5°34'44"	N86°11'32"W	150.38'

STATE OF TEXAS
REGISTERED
ROBERT GLEN MALOY
6028
PROFESSIONAL
LAND SURVEYOR

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision from a survey made on the ground on July 1, 2020, that this plat correctly represents the facts found at the time of said survey.

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Robert Glen Maloy 07/21/2021

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PAGE 6 OF 7 DRAWN BY: JEG CHECKED BY: RGM JOB NO. 21-0195

Attachment: Draft Resolution (Legacy Hills PID Creation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: Legacy Hills - TIRZ Creation

Action Requested:
Conduct a public hearing to consider testimony and act upon an ordinance designating a contiguous geographic area within the extraterritorial jurisdiction and/or corporate limits of the City as a reinvestment zone, to be known as Reinvestment Zone Number Thirteen, City of Celina; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; and providing that the zone take effect immediately upon passage of the ordinance. (Legacy Hills - TIRZ Creation) (Lopez)

Background Information:
The ordinance is attached. Please refer to the attachments for additional information.

Legal Review:
This item has been reviewed by the City Attorney.

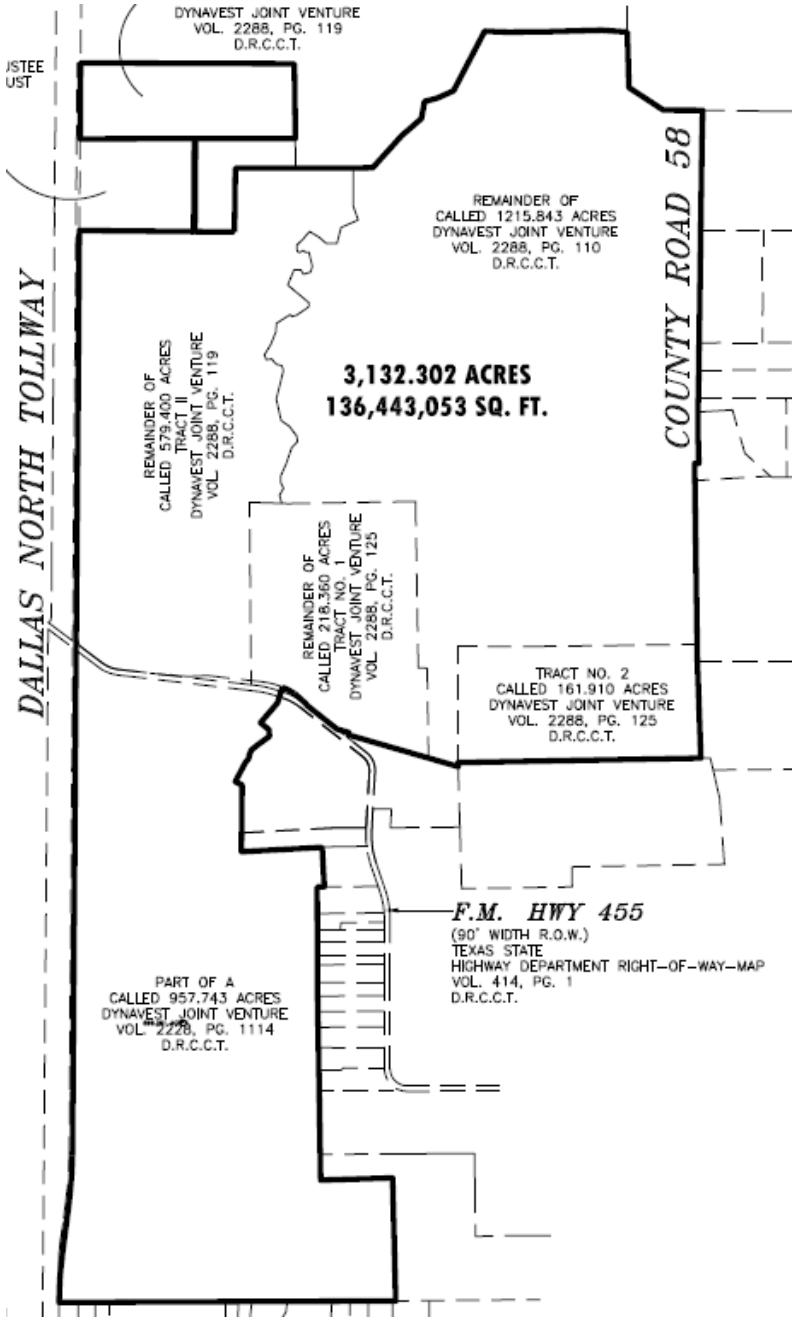
Supporting Documents:
- Staff Presentation
- Draft Ordinance

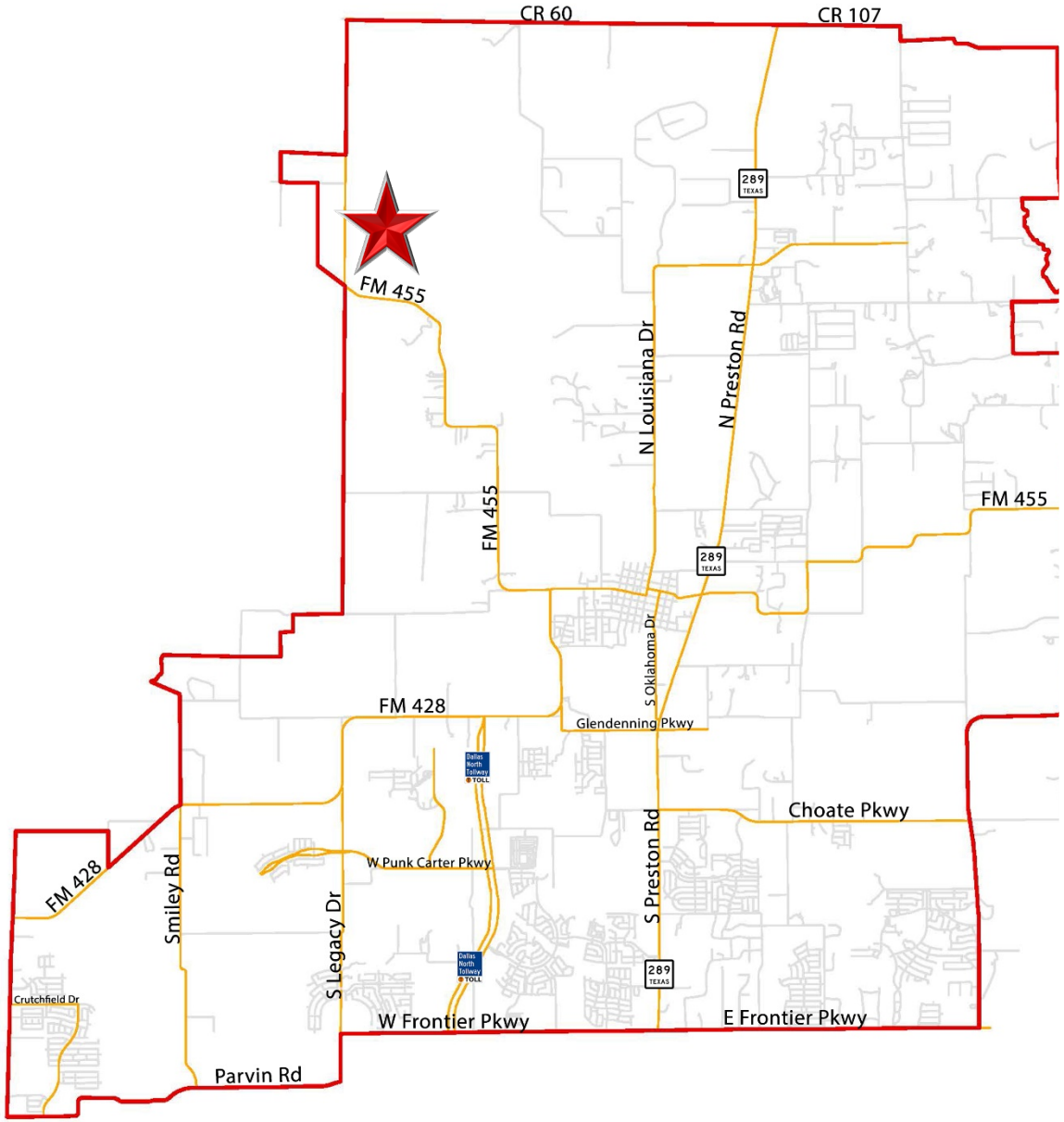
Staff Recommendation:
Staff recommends approval as presented.

LEGACY HILLS

TIRZ CREATION

City Council
September 14, 2021





Attachment: Staff Presentation (Legacy Hills - TIRZ Creation)

BACKGROUND

- The Development Agreement (DA) for the subject property was approved by Council on September 8th, 2020, and was amended on May 11th, 2021
- The DA allowed for a TIRZ due to the extensive “pioneering” infrastructure associated with the project

Attachment: Staff Presentation (Legacy Hills - TIRZ Creation)

TIRZ OVERVIEW

- The TIRZ will consist of approximately 3,133 acres with extensive infrastructure needed to serve the project
- Maximum TIRZ Contribution Amount of $106.5 mm

Attachment: Staff Presentation (Legacy Hills - TIRZ Creation)

TIRZ TIMELINE

- ~~August 10, 2021 – TIRZ Petition Resolution~~
- September 14, 2021 – TIRZ Creation Resolution

Attachment: Staff Presentation (Legacy Hills - TIRZ Creation)

RECOMMENDATION

- Staff recommends approval per the governing Development Agreement

Attachment: Staff Presentation (Legacy Hills - TIRZ Creation)

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF CELINA; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the City limits of the municipality or within the extraterritorial jurisdiction of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council of the City (the "City Council") desires for the City to consider the creation of a tax increment reinvestment zone with the boundaries described in the metes and bounds attached hereto as ***Exhibit A*** and more generally depicted in ***Exhibit B*** attached hereto (the "Zone"); and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Thirteen, City of Celina,* dated September 14, 2021, attached as ***Exhibit C*** (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the official newspaper of the City on or before September 7, 2021, which date is the seventh (7th) day before the public hearing held on September 14; and

WHEREAS, on September 14, 2021, the City Council opened a public hearing in accordance with Section 311.003(c) of the Act and interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on September 14, 2021; and

WHEREAS, the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is publicly owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated and adopted as part of this Ordinance for all purposes.

SECTION 2. FINDINGS.

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on the creation of the proposed reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by applicable law, including the Act; and

(b) That creation of the proposed reinvestment zone with boundaries as described and depicted in ***Exhibits A*** and ***B*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents and property owners in the reinvestment zone; and

(c) That the proposed reinvestment zone, as described and depicted in ***Exhibits A*** and ***B***, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located wholly within the City; and

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

2. The area is predominately open, undeveloped or underdeveloped, and the lack of necessary public improvements impairs sound growth of the City; and

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City; and

(g) That the development or redevelopment of the Property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future; and

(h) The City Council has prepared the Preliminary Project and Finance Plan prior to the execution of this Ordinance; and

(i) The City Council finds that the Preliminary Project and Finance Plan is feasible.

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in ***Exhibits A*** and ***B*** hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is **Reinvestment Zone Number Thirteen, City of Celina** (hereinafter referred to as the "Zone").

SECTION 4. BOARD OF DIRECTORS.

(a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the "Board") consisting of six (6) members all appointed by the City Council. Council Members may serve as Board members.

(b) The Board members appointed to the Board shall be eligible to serve on the Board if that person is at least 18 years of age, and is a resident of the county in which the Zone is located or a county adjacent to that county.

(c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

to as the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The Board shall consider amendments to the Project and Finance Plan on its own initiative or upon submission by the City Council, but amendments considered by Board shall not take effect unless and until adopted by City Council.

(e) Directors shall not receive any salary or other compensation for their services as directors.

(f) Members of the Board shall be appointed for terms of two years. The terms of the Board members may be staggered. The City Council may remove and replace Board members at any time during a term.

(g) The initial Board shall be six members and the following shall be members:

1. City Councilmember, Place 1
2. City Councilmember, Place 2
3. City Councilmember, Place 3
4. City Councilmember, Place 4
5. City Councilmember, Place 5
6. City Councilmember, Place 6

The City Council hereby appoints Mayor Pro-Tem to serve as chairman of the Board during the time the initial Board is serving. Each year the City shall appoint one member of the Board to serve as chairman for a term of one year that begins on January 1 of the year. If City Council does not appoint a chairman during that period, the Mayor Pro-Tem is automatically appointed to serve as chairperson for the term that begins on January 1 of the following year. The Board may elect a vice-chairman to preside in the absence of the chairman or when there is a vacancy in the office of chairman. The Board may elect other officers as it considers appropriate.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2057; (ii) the cumulative amount of the City's contribution of the Tax Increment into the Tax Increment Fund or its subaccounts since the effective date of the Zone, including interest on any balance, totals $106,494,281; or (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

Pursuant to Section 311.012(c) of the Act, the tax increment base of the City, or any other taxing unit participating in the Zone, is the total taxable value, as of January 1, 2021, of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone for the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base"). That

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consistent with Section 311.012(a) of the Act, the amount of the tax increment for a year is $0.10/$100 of real property taxes levied, assessed, and collected by the City and all or a portion of property taxes of other taxing units participating in the Zone and located in the Zone (as set forth in an agreement to participate in the Zone) for that year on the Captured Appraised Value (defined below) of real property taxable by City or other taxing unit participating in the Zone and located in the Zone (the "Tax Increment"). Consistent with Section 311.012(b) of the Texas Tax Code, as amended, the Captured Appraised Value of real property taxable by the City or other taxing unit participating in the Zone for a year is the total appraised value of all real property taxable by the unit and located in the Zone for that year less the Tax Increment Base (the "Captured Appraised Value").

SECTION 7. TAX INCREMENT FUND.

There is hereby created and established a "Tax Increment Fund" for the Zone that may be divided into subaccounts as authorized by subsequent ordinances, into which the Tax Increment of the City, as such increments are described in the Project and Finance Plan and includes administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts shall be maintained at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues to be dedicated to and used in the Zone shall be deposited into the Tax Increment Fund from which money will be disbursed to pay project costs, plus interest, for the Zone, however excess funds may be transferred to the City's general fund as determined by the City.

SECTION 8. SEVERABILITY CLAUSE.

Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Celina hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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SECTION 10. **EFFECTIVE DATE**.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 14th DAY OF SEPTEMBER.

_____
Mindy Koehne, Mayor Pro Tem

ATTEST:

_____
Vicki Tarrant, City Secretary

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Exhibit A

Metes and Bounds Description of the Zone

PROPERTY DESCRIPTION:

Being a 3,132.302 acre tract of land situated in the John Davis Survey Abstract No. 254, the James Cumbia Survey Abstract No. 242, the Elias Alexander Survey Abstract No. 19, the Joab H. Bigss Survey Abstract No. 51, the Jeremiah Queen Survey, Abstract No. 733, the J.K. Worrall Survey Abstract No. 1036, the S.A. and M.G. RR Co. Survey, Abstract No. 876, the Phineas Newsom Survey, Abstract No. 665, the B.B.B. and C. RR Co. Survey Abstract No. 131, the Henry Cochran Survey Abstract No. 192, the Stillman B. Rice Survey Abstract No. 1054 and the J.F. Smiley Survey Abstract No. 869, being all of a called 161.910 acre tract of land described as Tract No. 2, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 125, Deed Records of Collin County, Texas, all of a called 1215.843 acre tract of land, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 110, said Deed Records, the remainder of a called 218.360 acre tract of land described as Tract No. 1, as conveyed to Dynavest Joint Ventures by deed of record in Volume 228, Page 125, said Deed Records, and the remainder of a called 579.400 acre tract of land described as Tract II, as conveyed in the deed to Dynavest Joint Ventures by deed of record in Volume 2288, Page 119, said Deed Records, and being more particularly described as follows:

BEGINNING at an iron pipe found for the southeast corner of said 161.910 acre tract, common to a salient corner in the west line of a called 66.862 acre tract of land described as Tract 1, as conveyed to Pilatus Investments, LLC, by deed of record in Instrument No. 20210325000596590, Official Public Records of Collin County, Texas, and in the northerly line of a called 174.64 acre tract of land described as Tract 5, as conveyed to Ownsby 1880 Farms, LTD, by deed of record in Volume 4332, Page 1047, Real Property Records of Collin County, Texas;

THENCE S88°58'02”W, with the southerly line of said 161.910 acre tract and the northerly line of said 174.64 acre tract, a distance of 3875.51 feet to an iron rod with a cap found for the Southwest corner of said 161.910 acre tract, common to the northwest corner of said 174.64 acre tract and in an easterly line of said 1215.843 acre tract;

THENCE S01°04'44”E, with the easterly line of said 1215.843 acre tract and the westerly line of said 174.64 acre tract, a distance of 63.89 feet to an iron rod with a cap found for the most southerly southeast corner of said 1215.843 acre tract;

THENCE N73°55'39”W, with a southerly line of said 1215.843 acre tract, passing the southwest corner of said 1215.843 acre tract, common to the southeast corner of southeast corner of said 218.360 acre tract, continuing on said course with the southerly line of said 218.360 acre tract a total distance of 1830.27 feet to an iron rod with a cap found for a salient corner in the southerly line of said 218.360 acre tract and in the northeasterly right-of-way line of F.M. Highway 455;

THENCE with the southerly line of said 218.360 acre tract and the northeasterly right-of-way line of said F.M. Highway 455, the following Three (3) courses:

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1. N16°00'52”E, a distance of 40.00 feet to an iron rod with a cap found for corner;

2. N74°36'15”W, a distance of 192.09 feet to a point for corner;

3. N51°44'59”W, passing at a distance of 8.26 feet an iron rod with a cap found, continuing on said course, a total distance of 626.29 feet to 5/8-inch iron rod with a cap stamped “Landpoint” set (hereinafter referred to as capped iron rod set) at the southeast corner of a tract of land described as Parcel 1, as conveyed to State of Texas by deed of record in Instrument No. 2005-0062934, said Official Public Records;

THENCE continuing with the northeasterly right-of-way line of said F.M. Highway 455 and the northeasterly line of said Parcel 1, the following Three (3) courses:

1. N38°19'50"E, a distance of 10.12 feet to a capped iron rod set for corner;

2. N47°51'38”W, a distance of 256.41 feet to a capped iron rod set for at the beginning of non-tangential curve the left;

3. Along said non-tangential curve to the left having a radius of 1,130.00 feet, an arc length of 222.00 feet, a delta angle of 11°15'23”, a chord bearing of N61°45'58”W, and a distance of 221.64 feet to a 1/2-inch iron rod found at a 6-inch wood right-of-way monument for the point of tangency;

THENCE S17°13'41"W, leaving the said northeasterly right-of-way line of said F.M. Highway 455 and the northeasterly line of said Parcel 1, a distance of 267.36 feet to a point for corner;

THENCE S40°37'27"W, a distance of 414.21 feet to a point for corner;

THENCE S50°02'12"E, a distance of 174.16 feet to a point for corner;

THENCE S04°21'15"E, a distance of 103.17 feet to a point for corner;

THENCE S53°17'03"W, a distance of 256.14 feet to a point for corner;

THENCE S51°53'58"W, a distance of 107.37 feet to a point for corner;

THENCE S21°48'09"W, a distance of 97.62 feet to a point for corner;

THENCE S06°43'01"W, a distance of 48.67 feet to a point for corner;

THENCE S39°44'41"W, a distance of 87.61 feet to a point for corner;

THENCE S27°53'00"W, a distance of 337.61 feet to a point for corner;

THENCE S62°34'37"E, a distance of 122.61 feet to a point for corner;

THENCE S00°30'19"W, a distance of 1063.09 feet to a point for corner;

THENCE N86°48'50"E, a distance of 1289.24 feet to a point for corner;

THENCE S89°27'53"W, a distance of 116.62 feet to a point for corner;

THENCE S00°17'11"E, a distance of 1724.68 feet to a point for corner;

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THENCE S00°56'38"E, a distance of 2951.35 feet to a point for corner;

THENCE N88°16'05"E, a distance of 1147.55 feet to a point for corner;

THENCE S01°29'07"E, a distance of 1961.95 feet to a point for corner;

THENCE S89°45'01"W, a distance of 5375.00 feet to a point for the Southwest corner of said tract herein described;

THENCE N00°25'04"E, a distance of 32.89 feet to a point for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 684.70 feet, a central angle of 07°05'39", a radius of 5530.00 feet and a chord that bears N03°56'53"E, a distance of 684.26 feet to a point at the end of said curve;

THENCE N07°29'26"E, a distance of 911.82 feet to a point for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 725.80 feet, a central angle of 07°00'46", a radius of 5929.99 feet and a chord that bears N03°58'30"E, a distance of 725.35 feet to a point at the end of said curve;

THENCE N00°24'17"E, a distance of 7981.16 feet to a point for the corner;

THENCE N00°26'50"E, continuing with the easterly right-of-way line of said North Texas Tollway Authority County Road Parcel 42-9 NBSR-1, a distance of 6,459.92 feet to a capped iron rod set for the northeast corner of said Parcel 42-9 NBSR-1 in a northerly line of said 579.400 acre tract and in the southerly line of a called 100 acre tract of land as conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of the Bunch Living Trust, by deed of record in Volume 5843, Page 1120, said Deed Records;

THENCE N00°25'53"E, continuing with the said easterly right-of-way line, a distance of 311.13 feet to a point for the corner;

THENCE S89°30'00" East, with the northerly line of said 579.400 acre tract and the southerly line of said 100 acre tract, a distance of 1826.10 feet to a point for the corner;

THENCE N00°18'32"E, crossing a remainder of a called 100 acre tract of land conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of The Bunch Living Trust, recorded in Volume 5843, Page 1120, Official Public Records of Collin County, Texas, a distance of 1480.32 feet to a point for the corner;

THENCE S89°50'48"W, along the South line of a called 100.474 acre tract of land, conveyed to Dynavest Joint Venture, recorded in Volume 2288, Page 119, Official Public Records of Collin County, Texas, a distance of 1822.62 feet to a point for the corner;

THENCE N00°26'50"E, along the West line of said 100.474 acre tract of land, a distance of 1213.34 feet to a point for the corner;

THENCE S89°47'54"E, along the North line of said 100.474 acre tract of land, a distance of 3411.58 feet to a point for the corner;

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THENCE S00°41'47"E, along the East line of said 100.474 acre tract of land, a distance of 1192.20 feet to a point for the corner;

THENCE S89°50'48"W, along the said South line of said 100.474 acre tract of land, a distance of 1592.91 feet to a point for the corner;

THENCE S00°18'38"W, leaving the said 100.474 acre tract of land and crossing through said 100 acre tract of land conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of The Bunch Living Trust, a distance of 1480.55 feet to a point for the corner;

THENCE S89°30'00" East, with the northerly line of said 579.400 acre tract and the southerly line of said 100 acre tract, a distance of 630.52 feet to an iron rod with a cap found for corner;

THENCE N00°46'50"E, with a westerly line of said 579.400 acre tract and an easterly line of said 100 acre tract, a distance of 1,013.39 feet to an iron rod with a cap found for corner;

THENCE N89°53'37"E, with a northerly line of said 579.400 acre tract and a southerly line of said 100 acre tract, passing the southeast corner of said 100 acre tract, continuing on said course, a total distance of 1,884.13 feet to a 1/2-inch iron rod found for the northeast corner of said 579.400 acre tract, common to the northwest corner of said 1215.843 acre tract;

THENCE with the northerly line of said 1215.843 acre tract, the following Twelve (12) courses:

1. N89°01'13"E, a distance of 307.00 feet to a capped iron rod set;
2. N42°11'13"E, a distance of 694.59 feet to a capped iron rod set;
3. N48°56'13"E, a distance of 413.26 feet to 1/2-inch iron rod found;
4. N10°35'01"E, a distance of 275.42 feet to a capped iron rod set;
5. N74°49'01"E, a distance of 212.62 feet to a capped iron rod set;
6. N65°47'01"E, a distance of 282.00 feet to a 1/2-inch iron rod found;
7. N27°33'05" East, a distance of 1,073.55 feet to a capped iron rod set;
8. S87°13'55" East, a distance of 263.52 feet to a capped iron rod set;
9. S89°13'55" East, a distance of 127.00 feet to a capped iron rod set;
10. N89°38'05" East, a distance of 560.00 feet to a capped iron rod set;
11. N88°26'05" East, a distance of 917.00 feet to a capped iron rod set;
12. S86°02'55" East, a distance of 411.00 feet to nail found in County Road 58 for the northeast corner of said 1215.843 acre tract in the westerly line of a called 704.855 acre tract of land described as Tract 4, as conveyed to Rasor Family Ranch, LP, by deed of record recorded in Instrument No. 20071231001718360, said Official Public Records;

THENCE with the common lines of said 1215.843 acre tract and said 704.855 acre tract, the following Three (3) courses:

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1. S01°39'02"E, in said County Road 58, a distance of 886.80 feet to an iron rod with a cap found for corner;

2. S56°53'31"E, continuing in said County Road 58, a distance of 657.24 feet to an iron rod with a cap found for corner;

3. S89°45'11"E, a distance of 627.65 feet to a 1/2-inch iron rod found for the eastern most northeast corner of said 1215.843 acre tract, common to the northwest corner of a called 115.412 acre tract of land described as Tract I, as conveyed to John Gough Rasor and Carl Cleveland Rasor, by deed of record in Volume 4337, Page 762, said Real Property Records;

THENCE with the easterly line of said 1215.843 acre tract, the following Eight (8) courses:

1. S01°19'43"W, a distance of 529.15 feet to a nail found in said County Road 58;

2. S00°48'42"W, continuing in said County Road 58 with the westerly lines of said 115.412 acre tract and a called 41.202 acre tract of land, as conveyed to Dallas Celina Land Partners LLC, by deed of record in Instrument No. 20080516000595410, said Official Public Records, passing at a distance of 3181.45 feet a 1/2-inch iron rod found for the southwest corner of said 41.202 acre tract, common to the northwest corner of a called 20.000 acre tract of land, as conveyed to Dani Home LLC, by deed of record in Instrument No. 20200116000071410, said Official Public Records, continuing on said course with the westerly line of said 20.000 acre tract, passing at a distance of 3614.89 feet a 1/2-inch iron rod found for the southwest corner of said 20.000 acre tract, common to the northwest corner of a called 20.707 acre tract of land, as conveyed to Shah Safi and Lailuma Safi, husband and wife, and Homayun Saif, by deed of record in Instrument No. 20100803000797400, said Official Public Records, continuing on said course with the westerly line of said 20.707 acre tract, a total distance of 3,775.00 feet to a nail set;

3. S01°03'35"W, continuing in said County Road 58, with the westerly line of said 20.707 acre tract, passing a 1/2-inch iron rod found at a distance of 282.20 feet for the southwest corner of said 20.707 acre tract, common to the northwest corner of a called 22.57 acre tract of land, as conveyed to Molly Ann Huie, by deed of record in Instrument No. 20110531000556580, said Official Public Records, continuing on said course with the westerly line of said 22.57 acre tract, continuing on course with the westerly line of said 22.57 acre tract, a total distance of 500.00 feet to a capped iron rod set on the south side of said County Road 58 for the western-most southwest corner of said 22.57 acre tract, common to the northwest corner of a called 19.274 acre tract of land, as conveyed to Ramon L. Carvajal, by deed of record in Volume 3484, Page 240, said Deed Records;

4. S00°49'35"W, with the 19.274 acre tract, a distance of 271.50 feet to a capped iron rod set;

5. S01°34'34"E, continuing with the westerly line of said 19.274 acre tract, a distance of 559.27 feet to an iron with a cap found for a salient corner in the easterly line of said 1215.843 acre tract, common to a re-entrant corner of said 19.274 acre tract;

6. N89°47'43"W, continuing with the westerly line of said 19.274 acre tract, a distance of 66.05 feet to an iron rod with a cap found for a re-entrant corner of said 1215.843 acre tract, common to a salient corner of said 19.274 acre tract;

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7. S00°46'36"E, continuing with the westerly line of said 19.274 acre tract, at a distance of 271.42 feet passing an iron pipe found for the southwest corner of said 19.274 acre tract, common to the northwest corner of a called 155.26 acre tract of land described as Exhibit A-B, as conveyed to LMR Holdings, LTD, by deed of record in Instrument No. 20090213000158800, said Official Public Records, continuing on said course with the westerly line of said 155.26 acre tract, a total distance of 3,152.31 feet to a 1/2-inch iron rod found for the southwest corner of said 155.26 acre tract, common to the northwest corner of said 66.862 acre tract;

8. S02°06'34"E, with the westerly line of said 66.862 acre tract, a distance of 1,548.60 feet to the POINT OF BEGINNING and containing 3,132.302 acres of land.

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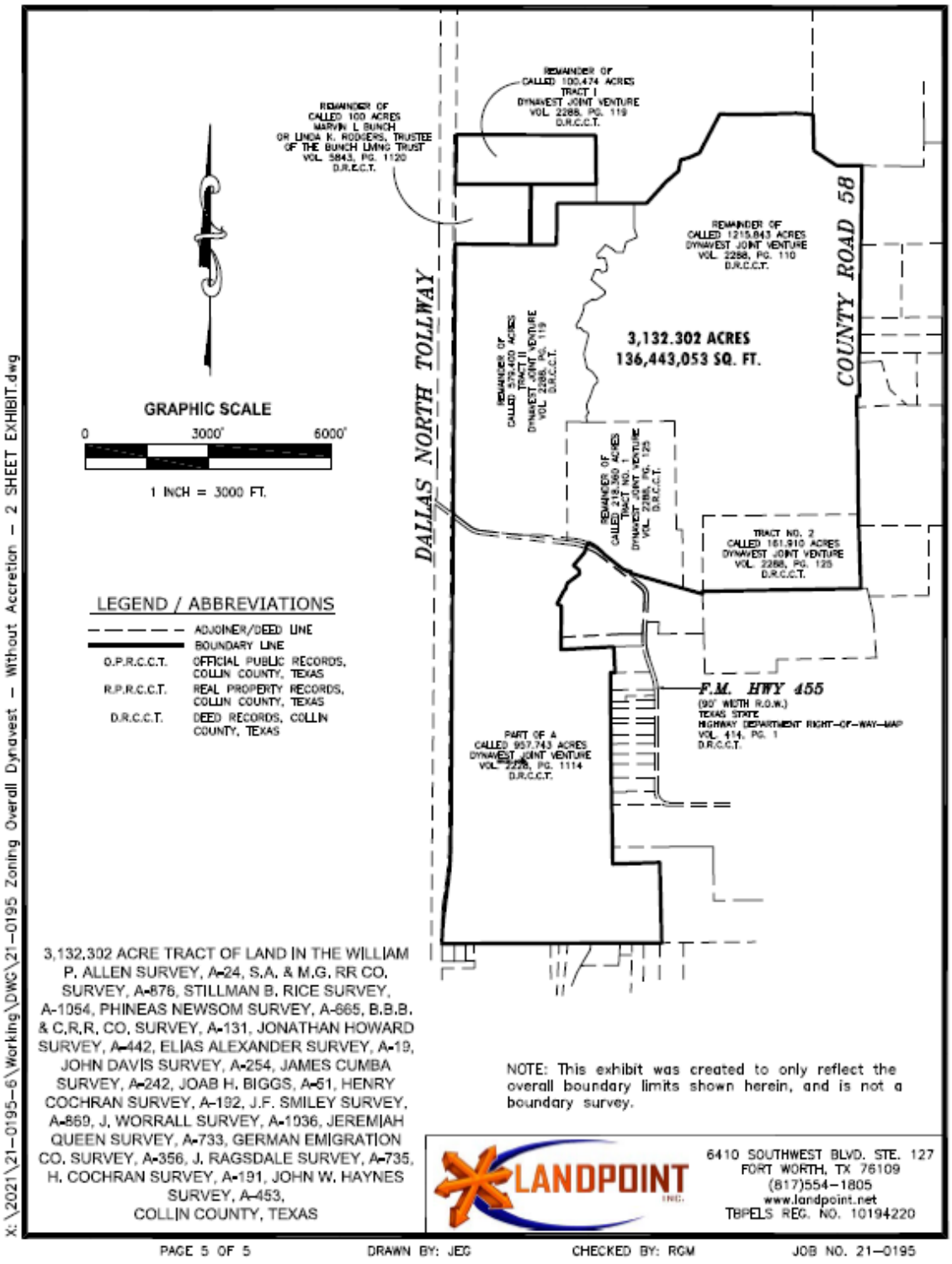
Exhibit B

Depiction of Property Described in Exhibit A



Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Exhibit C

Preliminary Project Plan and Finance Plan

TAX INCREMENT REINVESTMENT ZONE NO. 13

CITY OF CELINA, TEXAS

PRELIMINARY PROJECT PLAN
AND
FINANCING PLAN

SEPTEMBER 14, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

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TAX INCREMENT REINVESTMENT ZONE NO. [redacted]

CITY OF CELINA, TEXAS

PRELIMINARY PROJECT PLAN AND FINANCING PLAN

TABLE OF CONTENTS

1. INTRODUCTION 1

1.1. AUTHORITY AND PURPOSE 1
1.2. ELIGIBILITY REQUIREMENTS 1
1.3. PRELIMINARY PLAN; HEARING 2
1.4. CREATION OF THE ZONE 2
1.5. BOARD RECOMMENDATIONS 2
1.6. COUNCIL ACTION 3
1.7. SUMMARY OF RESULTS 3

2. ASSESSMENT AND TAX COLLECTION PROCEDURES 5

2.1 AUTHORITY AND PURPOSE 5
2.2 METHODOLOGY 5
2.3 APPEALS 5
2.4 TAXATION PROCEDURES 6
2.5 PENALTIES AND INTEREST 7
2.6 TAX SALE 7
2.7 TAX RATES 8

3. PROJECT PLAN 9

3.1. DESCRIPTIONS AND MAPS 9
3.2. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS 9
3.3. ESTIMATED NON-PROJECT COSTS 9
3.4. RELOCATION OF DISPLACED PERSONS 10

4. FINANCING PLAN 11

4.1. ESTIMATED PROJECT COSTS 11
4.2. PROPOSED PUBLIC IMPROVEMENTS 11
4.3. ECONOMIC FEASIBILITY 11
4.4. TIRZ PARTICIPATION LEVEL 12
4.5. ESTIMATED BONDED INDEBTEDNESS 13
4.6. ESTIMATED TIME FOR COSTS OR OBLIGATIONS 13
4.7. METHOD OF FINANCING 13
4.8. TOTAL APPRAISED VALUE 13
4.9. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY 13
4.10. DURATION OF THE ZONE; TERMINATION 14

5. ASSUMPTION AND LIMITATIONS 15

6. LIST OF EXHIBITS 17

EXHIBIT A - MAP OF THE PROPERTY AND TIRZ ZONE

EXHIBIT B - METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

EXHIBIT C-1 - PROJECTED ABSOPRTION

EXHIBIT C-2 - PROJECTED ASSESSED VALUE

EXHIBIT C-3 - PROJECTED INCREMENTAL ASSESSED VALUE & INCREMENTAL REAL PROPRTY TAXES

EXHIBIT C-4- COMPARABLE PROPERTIES

EXHIBIT D - MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY

EXHIBIT E - LIST OF PARCELS IN THE ZONE

EXHIBIT F - PROJECT COSTS

EXHIBIT G - CURRENT APPRAISED VALUE OF THE ZONE

EXHIBIT H - ZONING ORDINANCE

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1. INTRODUCTION

1.1. AUTHORITY AND PURPOSE

The City of Celina, Texas, a Texas home rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the Zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2. ELIGIBILITY REQUIREMENTS

An area is eligible under the Act when designated as a tax increment reinvestment zone as it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City. However, pursuant to Section 311.005 (a) (4) and 311.006 (e) of the Act, such designation of a Zone is not subject to the 30% residential property restriction if "…the petition is submitted to the governing body of the municipality or county by the owners of property constituting at least 50 % of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located." The City has received a petition from the Owners representing over 50% of the Property. As a result, the Zone is not subject to the 30% proposed residential property restriction.

The Zone. By City Council action on September 14, 2021, the City created a tax increment reinvestment zone to be known as "Tax Increment Reinvestment Zone No. ___, City of Celina" (the "Zone") that includes approximately 3,132.302 acres depicted on **Exhibit A** and described on **Exhibit B** (the "Property"). The Property meets the eligibility requirements of the Act. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately underdeveloped due to factors such as no public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job

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opportunities for residents of the City and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City and to all of the region quality developments.

1.3. PRELIMINARY PLAN; HEARING

Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and, on September 14, 2021, held a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons spoke for and against the creation of the proposed zone, the boundaries of the proposed zone, and the concept of tax increment financing, and at which hearing the owners of the Property (collectively the "Owners") were given a reasonable opportunity to protest the inclusion of the Property in the proposed zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the preliminary plan dated September 14, 2021 (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, and projects are to be undertaken and financed will be determined by the Final Plan and by the Development Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.4. CREATION OF THE ZONE

Subsequent to the above-referenced public hearing, the City Council adopted Ordinance No. _____ on September 14, 2021 (the "Creation Ordinance") in accordance with the Act creating the Zone after the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the Property. The ordinance creating the Zone appointed a Board of Directors for the Zone initially consisting of six (6) members (the "Board").

1.5. BOARD RECOMMENDATIONS

Upon the creation of the Zone, the Board, during its September 14, 2021, meeting, reviewed the Preliminary Plan and approved and recommended to the City Council: (a) to approve this *Preliminary Plan,* and (b) to authorize preparation of a *Final Project and Finance Plan for Tax Increment Reinvestment Zone No. ___, City of Celina* (the "Final Plan") pursuant to which the City will contribute a portion of the ad valorem tax increment (the "Tax Increment") attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to the costs of public works, public improvements, programs, and other projects benefiting the Zone into the TIRZ Fund to pay such costs.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

1.6. COUNCIL ACTION

The City Council, taking into consideration the recommendations of the Board, considered and approved the Preliminary Plan on September 14, 2021.

1.7. SUMMARY OF RESULTS

As real property taxes are generated on an ad valorem basis from assessed values, it is first necessary to estimate the future assessed value resulting from the Zone. This plan provides assessed value information based on the following:

- The development is completed as proposed by MM Celina 3200, LLC, a Texas Limited Liability Company (the "Developer");
- The units are sold according to the development pace estimated by the Developer, as summarized in subsequent sections of this Preliminary Plan;
- Property values are assumed to grow at a rate of 1% per year for the duration of the Zone;
- The TIRZ is anticipated to include the 3,132.302 acres comprising the Property; and
- The City has committed to each use **$0.10** of the city tax rate for the payment of the Project costs from the incremental revenues generated from the Zone.

In summary, the TIRZ financing analysis indicates that, assuming 1% percent annual inflation through 2056 (and after completion of all phases), the Zone is estimated to have an incremental value of $4,993,671,041.

Table 1-A below provides the projected total and incremental assessed value for the Zone in 2057. Refer to **Exhibit C**, attached hereto, for more information on the projected incremental value for each year.

Table 1-A
Projected Assessed Values

Year	Projected Value	Base Value[(a)]	Incremental Value
2057	$4,994,053,673	$382,632	$4,993,671,041

[(a)] The base value of $382,632 represents the allocable share of the 2021 taxable assessed value shown in CCAD records allocated based on the proportional acreage of the applicable parcels within the Zone.

The assessed values displayed in Table 1-A above are the basis for estimating incremental real property taxes. The projected incremental taxes are shown in Table 1-B on the following page. The Property is anticipated to be fully built out by December 31, 2037, and such fully built-out values are anticipated to be reflected in the 2038 property appraisal and the related incremental taxes will become fully available on taxes dues as of January 31, 2039. Table 1-B illustrates the projected assessed value for taxes due as of January 31, 2039, assuming one percent (1%) inflation.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Table 1-B
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Incremental Appraised Value at Buildout as of January 1, 2038	Total Projected Incremental Tax Revenue as of January 31, 2039
City of Celina	$4,174,732,707	$26,927,026

Refer to **Exhibit C** for projected tax increment revenues for each year.

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Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

2. ASSESSMENT AND TAX COLLECTION PROCEDURES

2.1 AUTHORITY AND PURPOSE

Pursuant to Texas Tax Code, all taxable property is appraised at its market value as of January 1 of each year. Each county in Texas is served by an appraisal district, which determines the value of all that county's taxable property. Generally, local governments that collect property taxes, such as counties, cities and school districts, are members of the appraisal district.

2.2 METHODOLOGY

Each county appraisal district determines the value of all taxable property within the county boundaries. Texas Tax Code Section 25.18 requires appraisal districts to reappraise all property in its jurisdiction at least once every three years. Tax Code Section 23.01 requires that appraisal districts comply with the Uniform Standards of Professional Appraisal Practice if mass appraisal is used and that the same appraisal methods and techniques be used in appraising the same or similar kinds of property. Individual characteristics that affect the property's market value must be evaluated in determining the property's market value.

Before appraisals begin, the appraisal district compiles a list of taxable property. The list contains a description and the name and address of the owner for each property. In a mass appraisal, the appraisal district then classifies properties according to a variety of factors, such as size, use and construction type. Using data from recent property sales, the appraisal district appraises the value of typical properties in each class. Taking into account differences such as age or location, the appraisal district uses typical property values to appraise all the properties in each class.

With few exceptions, Texas Tax Code Section 23.01 requires taxable property to be appraised at market value as of January 1. Market value is the price at which a property would transfer for cash or its equivalent under prevailing market conditions if:

- it is exposed for sale in the open market with a reasonable time for the seller to find a purchaser;
- both the seller and the purchaser know of all the uses and purposes to which the property is adapted and for which it is capable of being used and of the enforceable restrictions on its use; and
- both the seller and purchaser seek to maximize their gains and neither is in a position to take advantage of the exigencies of the other.

Source: https://comptroller.texas.gov/taxes/property-tax/valuing-property.php

2.3 APPEALS

According to the Collin County Appraisal District ("CCAD"), property owners may utilize the CCAD appeal procedures if they have a concern about:

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

- the market or appraised value of the property;
- unequal appraisal of the property compared to other properties;
- the inclusion of the property on the appraisal roll;
- any exemptions that may apply to the property owner;
- the qualification for an agricultural or timber appraisal;
- the taxable status of the property;
- the local governments which should be taxing the property;
- the ownership of property;
- a change of use of land receiving special appraisal; and/or
- any action taken by the chief appraiser, CCAD or Appraisal Review Board ("ARB") that applies to and adversely affects the property.

If property owners cannot resolve their concern informally with the CCAD staff, they may have their cases heard by the ARB. The ARB is an independent board of citizens that review problems with appraisals or other concerns listed above. It has the power to order the CCAD to make the necessary changes to solve problems. If a property owner files a written request for an ARB hearing (called a notice of protest) on or before May 31 (or 30 days after the notice of appraised value was mailed to the property owner, whichever is later), the ARB will set the case for a hearing. The property owner will receive written notice of the time, date, and place of the hearing. After it decides the case, the ARB must send them a copy of its order by certified mail. If the property owner is not satisfied with the decision, it has the right to appeal. If it chooses to go to court, the property owner must start the process by filing a petition within 60 days of the date it receives the ARB's order. In certain cases, as an alternative to filing an appeal in district court, the property owner may file not later than the 45th day after it receives notice of the ARB order a request for binding arbitration with the CCAD. In certain cases, originating in certain counties, as an alternative to filing an appeal in district court, the property owner may appeal to the State Office of Administrative Hearings (SOAH). An appeal to SOAH is initiated by not later than the 30th day after the property owner receives notice of the ARB's order by filing with the chief appraiser of the CCAD a notice of appeal.

2.4 Taxation Procedures

The assessment and property tax process for each tax year includes the steps shown in Table 2-A on the following page.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Table 2-A
Property Tax Timeline

Date(s)	Event
January 1	CADs are required to appraise property on this date. A lien attaches to each taxable property to ensure property tax payment.
January 1 - April 30	CAD completes appraisals and processes applications for exemptions.
April - May	Appraisal districts send notices of appraised value.
May 1	Appraisal review board begins hearing protests from property owners.
July 1	Local taxing units may impose additional penalties for legal costs related to collecting unpaid taxes.
August - September	Local taxing units adopt tax rates.
October 1	Local taxing units (or county tax assessor-collector, acting on their behalf) begin sending tax bills to property owners.
January 1	Taxes due to local taxing units (or county tax assessor-collector, if acting on their behalf).
February 1	Local taxing units begin charging penalty and interest for unpaid tax bills.

2.5 Penalties and Interest

According to the Texas Comptroller, if taxes are not paid by January 31st, penalties and interest will accrue are shown in Table 2-B.

Table 2-B
Penalties and Interest

If Tax Paid In:	Penalty		Interest		Total
February	6%	+	1%	=	7%
March	7%	+	2%	=	9%
April	8%	+	3%	=	11%
May	9%	+	4%	=	13%
June	10%	+	5%	=	15%
July	12%	+	6%	=	18%

Penalties reach a maximum of 12% and interest of 1% is added each month after the due date. All real property accounts not paid in full by June 30th of the year in which they become delinquent will be referred to the delinquent tax attorney for enforced collection and will incur an additional penalty equal to 15% - 20% of the total taxes, penalties, and interest due.

2.6 Tax Sale

According to the Collin County Tax Collector's website, tax sales are held once orders of sale are issued from the district courts in reference to tax judgments for delinquent taxes. Real property being sold as a result of a foreclosure to satisfy delinquent taxes is required by Texas law to be sold on the first Tuesday of the month. All counties have sales on the same day.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

2.7 TAX RATES

Tax rates are set on an annual basis by the City. For fiscal year 2020, the real property tax rate in the City is $0.645 per $100 of assessed value.

The City tax rates have fluctuated in past years. It is likely that the tax rate will continue to change overtime; for purposes of this study, however, it is assumed that the tax rate will remain at its current level in future years.

Table 2-C on the following page provides historical tax rates from fiscal years 2015 to 2020.

Table 2-C
Historical Tax Rates 2015-2020

Fiscal Year	City Tax Rate Per $100 Assessed Value (M&O)	City Tax Rate Per $100 Assessed Value (I&S)	City Tax Rate Per $100 Assessed Value (Total)
2015-16	$0.433512	$0.211488	$0.645000
2016-17	$0.423269	$0.221731	$0.645000
2017-18	$0.427800	$0.217200	$0.645000
2018-19	$0.385416	$0.259584	$0.645000
2019-20	$0.453683	$0.191317	$0.645000
2020-21	$0.453125	$0.191875	$0.645000

Source: CCAD

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Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

3. PROJECT PLAN

3.1. DESCRIPTIONS AND MAPS

Existing Uses and Conditions. The Property in the Zone is contiguous and is currently located within the City's corporate limits. The Property is comprised of 3,132.302 acres inclusive of property zoned as Planned Development #117 as amended on August 10, 2021 and more fully described in the City of Celina Zoning Ordinance (the "Zoning Ordinance") attached hereto as **Exhibit H**.

The Property is undeveloped, and there is limited public infrastructure to support development. Development will require public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone are shown on **Exhibit A**.

Proposed Uses. The Property is zoned consistent with the Zoning Ordinance, and the uses permitted by Planned Development #117. A map of the Property is shown on **Exhibit D** and description of the proposed uses within the Property are shown on Table 3-A below.

Table 3-A
Description of Proposes Uses

Property Type	Estimated Completion	Quantity	Measurement
Residential			
Single Family - 60 Ft	2030	1,095	Units
Single Family - 50 Ft	2036	3,637	Units
Single Family - 40 Ft	2035	2,223	Units
Subtotal – Single Family		*6,955*	*Units*
Multi-Family	2037	4,074	Units
Commercial - Retail	2036	673,000	Square Feet
Commercial - Office	2036	665,010	Square Feet

Metes and Bounds Description. Metes and bounds descriptions of the various tracts that comprise the Property are provided on **Exhibit B**. The list of Parcels in the Zone is shown in **Exhibit E.**

3.2. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS

Development of the Property will involve only those changes established by the City pursuant to the applicable Zoning Ordinances.

3.3. ESTIMATED NON-PROJECT COSTS

Non-project costs are funds that will be spent to develop in the Zone but will not be financed by the Zone. There are significant Non-Project Costs which is estimated at approximately $319,000,000 for the total property within the Zone.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

3.4. Relocation of Displaced Persons

No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

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Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

4. FINANCING PLAN

4.1. ESTIMATED PROJECT COSTS

The total project costs of the Zone (the "Project Costs") include the Administrative Costs defined below and the costs of the initial Public Improvements (as defined herein) as well as related interest expense are estimated to be approximately $106,494,281 (the "Maximum TIRZ Contribution Amount"), as set forth in **Exhibit F**. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer of the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund (hereinafter defined) before any other Project Costs are paid.

4.2. PROPOSED PUBLIC IMPROVEMENTS

The categories of public works and public improvements (the "Public Improvements") that are proposed to be financed within the Zone include the economic development grant.

4.3. ECONOMIC FEASIBILITY

The development is proposed to be developed on vacant land. As shown in **Exhibit G**, the current aggregate taxable assessed value of the property in the development based on the proportional acreage of the applicable parcels is $382,632 (shown as assessed value in the CCAD records). The development is projected to be fully built out by December 31, 2049 based on the preliminary absorption estimated by the Developer.

For purposes of this Plan, economic feasibility has been evaluated over the term of the Zone based on the projected taxable value growth as shown in the projected absorption, projected incremental assessed values and projected incremental taxes shown in **Exhibit C**. This evaluation focuses only on 'direct' financial benefits (i.e., projected tax revenues from new development in the Zone) of the Public Improvements to be constructed within the Zone and does not take into consideration the potential 'multiplier effect' of this development towards new development outside the Zone and the non-property tax revenue-related benefits like job creation to the properties within and outside of the Zone. The new proposed development could not occur without the Public Improvements required to be constructed within the Zone. The total projected value of the new development at build-out as of January 1, 2038 is $4,175,115,339, with an incremental value of $4,174,732,707. The new development is projected to generate approximately $26,927,026 in annual projected incremental real property taxes at build-out and approximately $752,741,406 during the anticipated term of the Zone as shown in Table 4-A below.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Table 4-A
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Incremental Appraised Value at Buildout as of January 1, 2050	Total Projected Annual Incremental Tax Revenue at Build-Out (Due by January 31, 2051)	Total Projected Incremental Tax Revenue during the Term of the TIRZ
City of Celina	$4,174,732,707	$26,927,026	$752,741,406

Approximately 84.5% of the new tax revenue generated from the new development within the Zone will be retained by the City. The remaining approximately 15.5% of the new tax revenue generated by the new development within the Zone will be available to pay for Project Costs until the earlier of (i) Maximum TIRZ Contribution Amount is paid, or (ii) the term of the Zone expires in 2057. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the City.

These projections assume no annual property value inflation factor. As shown in **Exhibit C-3**, the total anticipated Maximum TIRZ Contribution Amount towards the Public Improvements is projected to be $106,494,281. As a result, the TIRZ is anticipated to generate $646,247,125 (i.e. $752,741,406 - $106,494,281) in excess incremental real property taxes during the anticipated term of the Zone for payment of costs of the City, demonstrating economic feasibility of the proposed TIRZ structure.

Table 4-B below shows the projected maximum TIRZ contribution by each participating jurisdiction.

Table 4-B
Projected Maximum TIRZ Contribution

Jurisdiction	Total Projected Incremental Tax Revenue during the Term of the TIRZ[(a)]	Total Projected Incremental Tax Revenue Available for payment of Project Costs (Maximum TIRZ Contribution Amount)[(b)]	Total Projected Incremental Tax Revenue Retained by the City[(c)]
City of Celina	$752,741,406	$106,494,281	$646,247,125

[(a)] Represents the projected incremental tax revenues generated from the Property.
[(b)] Represents the total projected incremental tax revenue available for the payment of the Project Costs.
[(c)] Represents the total projected incremental tax revenue available for the City.

4.4. TIRZ Participation Level

For properties within the TIRZ, $0.10/ $100 taxable assessed value of the total City incremental real property tax revenue will be pledged to the TIRZ Fund as shown in Table 4-C below.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Table 4-C
TIRZ Participation by Entity

Jurisdiction	TIRZ Participation level
City of Celina	$0.10/ $100 taxable assessed value

4.5. Estimated Bonded Indebtedness

There are no bonds anticipated to be issued for the TIRZ.

4.6. Estimated Time for Costs or Obligations

The Project Costs are estimated to be incurred within 36 years (432) months. The Administrative Costs will be incurred annually and will continue to be collected until all Project Costs are reimbursed or the term of the Zone has expired.

4.7. Method of Financing

The City, in the future, will pay (using the TIRZ funds) the Project Costs as annual TIRZ contributions paid to the Developer. The Final Plan shall obligate the City to pay from the TIRZ Fund annual TIRZ contributions related to the Project Costs, which shall be reviewed and approved by the City. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the respective governing body, and the TIRZ Fund shall only be used to pay the Project Costs. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone a portion of the Tax Increment calculated as a millage rate per $100 of taxable assessed value in the Zone that equals $**0.10/ $100** of taxable assessed value in the Zone from the City incremental property taxes collected in the Zone for years one through thirty-six (1-36).

4.8. Total Appraised Value

The current preliminary total taxable assessed value of taxable real property in the Zone is $382,632 as shown in **Exhibit G**. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone is estimated to be $4,994,053,673.

4.9. Estimated Captured Appraised Value Taxable by the City

The captured appraised value of the Property taxable by the City for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. If the Zone is created during calendar year 2021, the tax increment base of the Property will be $382,632 as shown in **Exhibit G**.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

4.10. DURATION OF THE ZONE; TERMINATION

The stated term of the Zone shall be thirty-six (36) years and commence on September 14, 2021 (based value as of January 1, 2021), and shall continue until fiscal year ending September 30, 2057, unless otherwise terminated in accordance with this section and Section 4.3 above. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid. If upon expiration of the stated term of the Zone, Project Costs have not been paid, the City has no obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

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Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

5. ASSUMPTION AND LIMITATIONS

The valuation of property for real property tax purposes is determined by the CCAD. This plan attempts to estimate how the CCAD may estimate the value of the subject properties in the future. The values estimated by the CCAD will almost certainly differ from the estimates included in this report. Values can change significantly over time, and these changes can be significantly higher or lower than values in previous years. Determining property values for tax purposes is not as straight forward or as simple as the analysis in this report. Many factors not considered in this report may impact actual future values. Furthermore, property values are not likely to be consistent from year to year.

The CCAD often relies on market data to estimate the value of property. Property values can be appealed, competition can be greater, national or local market conditions can change; in short, there are many factors that can affect the valuation of property. These factors make the projection of future values an imprecise exercise. The successful development of the subject properties is critical to the values estimated in the report.

This report has assumed property taxes are paid as due. This report does not include an analysis to determine if the owners of property within the Zone will be able or willing to pay property taxes or if the tax collector will be able to collect unpaid taxes. The actual delinquencies in the payment of real property taxes in the Zone will likely be different than assumed in this report and a significant increase in the failure to pay property taxes would materially affect the tax increment revenues available for the payment of Project Costs.

This report estimates future tax increment revenues based on current real property tax rates. Scenarios do not assume real property tax rates in the future will be different than tax rates for fiscal year 2020 as shown in Table 2-D. Real property tax rates have varied over the years and have declined over the years. Real property tax rates will likely vary significantly in future years and be different than assumed in this report and a significant decrease in real property tax rates could materially affect the tax increment revenues available for the payment of Project Costs.

This report includes projections of tax increment revenues based on zero percent annual appreciation for real property. Changes in values will not be consistent from year to year. Future values are estimated based on values in 2020. Values in any future year may be less than values in 2020.

This report assumes that the subject properties will be developed as projected in this report. A delay in the development of properties or changes to the program of development would reduce tax increment revenues during the years of the delay and could result in there being inadequate tax increment revenues to pay the Project Costs. No analysis has been conducted to determine if the subject properties are likely to be developed as projected.

Numerous sources of information were relied on in the preparation of this report. These sources are believed to be reliable; however, no effort has been made to verify information obtained from other sources.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

In summary, this report necessarily incorporates numerous estimates and assumptions with respect to property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions will inevitably not materialize, and unanticipated events and circumstance will occur. As a result, actual results will vary from the estimates in this report and the variations may be material.

Other assumptions made in the preparation of this report and limiting conditions to this report are as follows:

1. There are no zoning, building, safety, environmental or other federal, state, or local laws, regulations, or codes that would prohibit or impair the development, marketing or operation of the subject properties in the manner contemplated in this report, and the subject properties will be developed, marketed and operated in compliance with all applicable laws, regulations, and codes.

2. No material changes will occur in (a) any federal, state or local law, regulation or code affecting the subject properties or (b) any federal, state or local grant, financing or other program to be utilized in connection with the subject properties.

3. The local, national and international economies will not deteriorate and there will be no significant changes in interest rates or in rates of inflation or deflation.

4. The subject properties will be served by adequate transportation, utilities and governmental facilities.

5. The subject properties will not be subjected to any war, energy crises, embargo, strike, earthquake, flood, fire or other casualty or act of God.

6. The subject properties will be developed, marketed, and operated in a highly professional manner.

7. There are no existing, impending or threatened litigation that could hinder the development, marketing, or operation of the subject properties.

8. MuniCap, Inc. does not have expertise in and has no responsibility for legal, environmental, architectural, geologic, engineering, and other matters related to the development and operation of the subject properties.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

6. LIST OF EXHIBITS

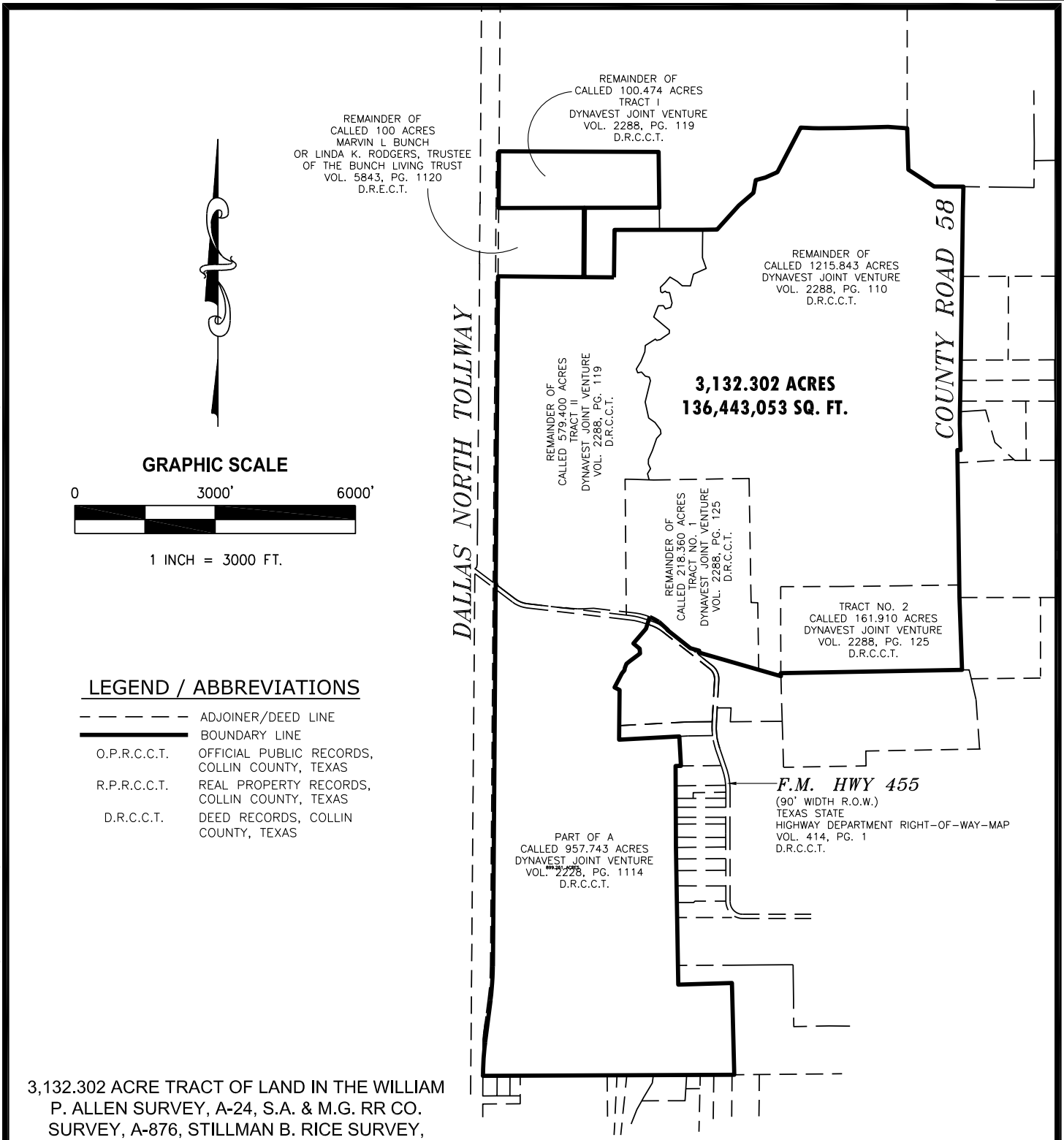
Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Property and TIRZ Zone
Exhibit B	Metes and Bounds Description of Property in the Zone
Exhibit C-1	Projected Absorption
Exhibit C-2	Projected Assessed Value
Exhibit C-3	Projected Incremental Assessed Values and Incremental Real Property Taxes
Exhibit C-4	Comparable Properties
Exhibit D	Map and Description of the Proposed Uses of the Property
Exhibit E	List of Parcels in the Zone
Exhibit F	Project Costs
Exhibit G	Current Appraised Value of the Zone
Exhibit H	Zoning Ordinance

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

EXHIBIT A
MAP OF THE PROPERTY AND TIRZ ZONE

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)



GRAPHIC SCALE

0 3000' 6000'

1 INCH = 3000 FT.

LEGEND / ABBREVIATIONS

— — — —	ADJOINER/DEED LINE
———	BOUNDARY LINE
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
R.P.R.C.C.T.	REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO. SURVEY, A-876, STILLMAN B. RICE SURVEY, A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B. & C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19, JOHN DAVIS SURVEY, A-254, JAMES CUMBA SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY, A-869, J. WORRALL SURVEY, A-1036, JEREMIAH QUEEN SURVEY, A-733, GERMAN EMIGRATION CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735, H. COCHRAN SURVEY, A-191, JOHN W. HAYNES SURVEY, A-453,
COLLIN COUNTY, TEXAS

NOTE: This exhibit was created to only reflect the overall boundary limits shown herein, and is not a boundary survey.

LANDPOINT INC.
6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

x:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion - 2 SHEET EXHIBIT.dwg

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

EXHIBIT B
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

MATCHLINE SEE PG. 15

L66

STILLMAN B. RICE SURVEY
A-1054

REMAINDER OF
CALLED 1215.843 ACRES
DYNAVEST JOINT VENTURE
VOL. 2288, PG. 110
D.R.C.C.T.

EXHIBIT A-B
CALLED 155.26 ACRES
LMR HOLDINGS, LTD.
INST. NO. 20090213000158800
O.P.R.C.C.T.

MATCHLINE SEE PG. 2

J.F. SMILEY SURVEY
A-869

TRACT 1
CALLED 66.862 ACRES
PILATUS INVESTMENTS, L.L.C.
INST. NO. 20210325000596590
O.P.R.C.C.T.

3,132.302 ACRES
136,443,053 SQ. FT.

L67

M.E.P. & P SURVEY
A-1068

TRACT NO. 2
CALLED 161.910 ACRES
DYNAVEST JOINT VENTURE
VOL. 2288, PG. 125
D.R.C.C.T.

GRAPHIC SCALE

0 500 1000

1 INCH = 500 FT.

L1

P.O.B.

GERMAN EMIGRATION CO.
A-356

TRACT 5
CALLED 174.64 ACRES
OWNSBY 1880 FARMS, LTD.
VOL. 4332, PG. 1047
R.P.R.C.C.T.

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO. SURVEY, A-876, STILLMAN B. RICE SURVEY, A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B. & C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19, JOHN DAVIS SURVEY, A-254, JAMES CUMBA SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY, A-869, J. WORRALL SURVEY, A-1036, JEREMIAH QUEEN SURVEY, A-733, GERMAN EMIGRATION CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735, H. COCHRAN SURVEY, A-191, JOHN W. HAYNES SURVEY, A-453,
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LANDPOINT INC.
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TBPELS REG. NO. 10194220

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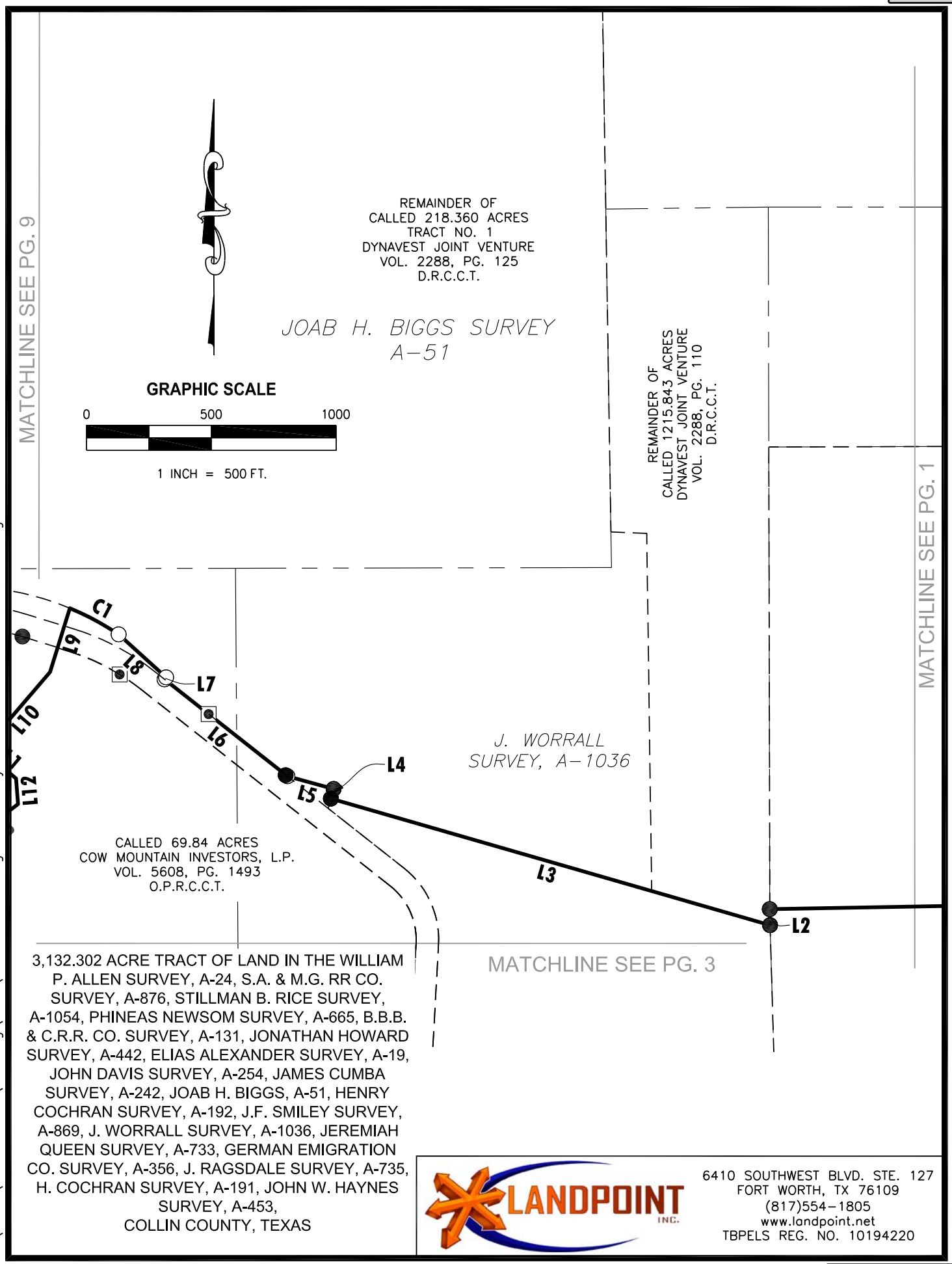
Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)



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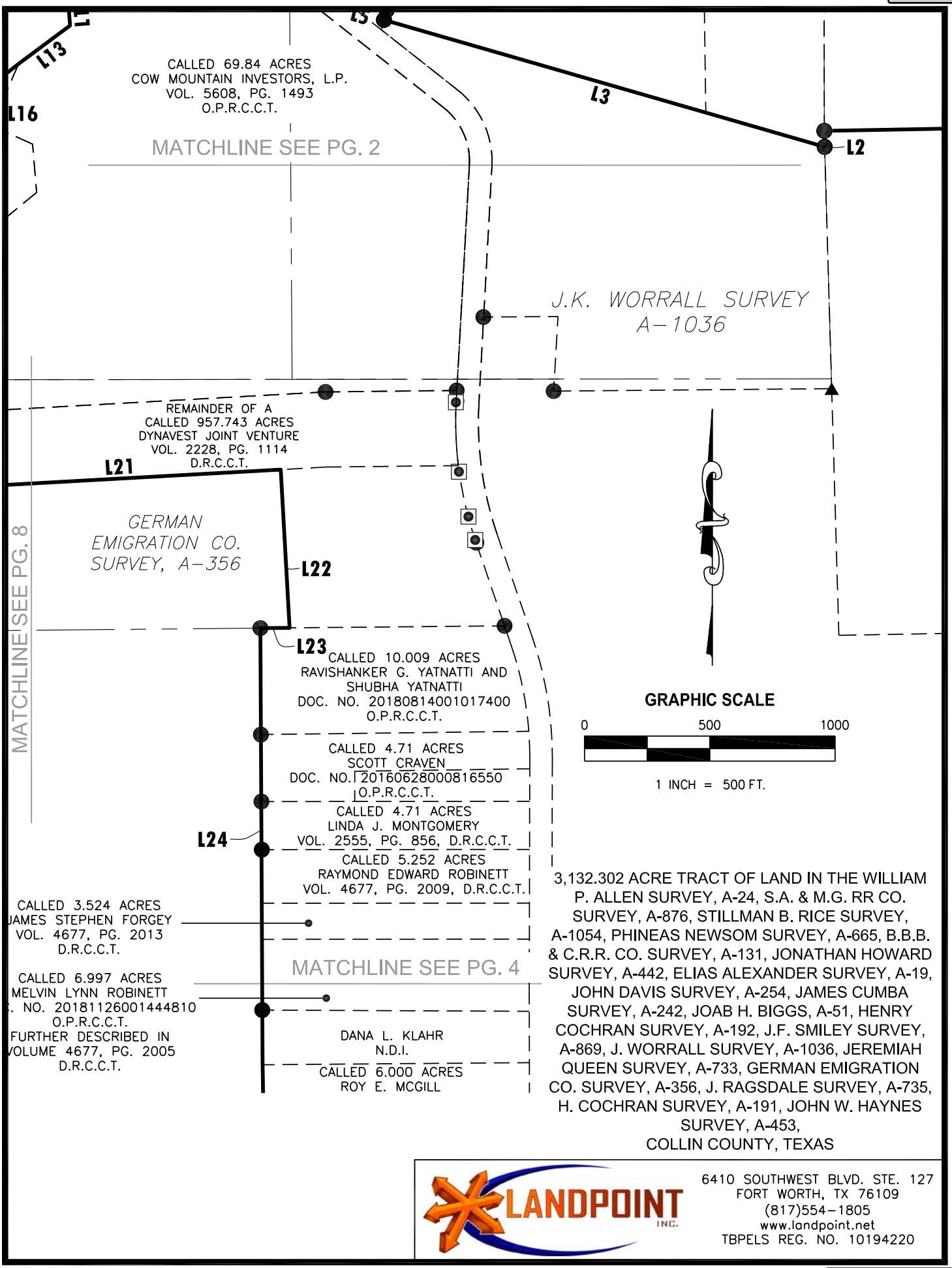

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CALLED 3.524 ACRES
JAMES STEPHEN FORGEY
VOL. 4677, PG. 2013
D.R.C.C.T.

CALLED 6.997 ACRES
MELVIN LYNN ROBINETT
DOC. NO. 20181126001444810
O.P.R.C.C.T.
FURTHER DESCRIBED IN
VOLUME 4677, PG. 2005
D.R.C.C.T.

J. RAGSDALE
SURVEY, A-735

MATCHLINE SEE PG. 3

DANA L. KLAHR
N.D.I.

CALLED 6.000 ACRES
ROY E. MCGILL
DOC. NO. 96-0069953
O.P.R.C.C.T.

CALLED 6.09 ACRES
LARRY LEMAY
VOL. 5415, PG. 5914
O.P.R.C.C.T.

RICHARD DOTTER AND
DEANNA L. DOTTER
N.D.I.

MATCHLINE SEE PG. 7

CALLED 8.07 ACRES
TRACT 1
TOMMY E. POOLE AND
MARIAN L. POOLE
DOC. NO. 20150413000411390
O.P.R.C.C.T.

CALLED 8.081 ACRES
TODD L. BLANKS AND
CASSYE C. BLANKS
DOC. NO. 20130410000485330
O.P.R.C.C.T.

L25

GRAPHIC SCALE

0 500 1000

1 INCH = 500 FT.

CALLED 27.30 ACRES
PAIR OF DICE PROPERTIES, LLC
DOC. NO. 20181102001367960
O.P.R.C.C.T.

MATCHLINE SEE PG. 5

CALLED 108.150 ACRES
HORIZON CELINA PARTNERS LLC
DOC. NO. 20200228000289210
O.P.R.C.C.T.

L26

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO. SURVEY, A-876, STILLMAN B. RICE SURVEY, A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B. & C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19, JOHN DAVIS SURVEY, A-254, JAMES CUMBA SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY, A-869, J. WORRALL SURVEY, A-1036, JEREMIAH QUEEN SURVEY, A-733, GERMAN EMIGRATION CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735, H. COCHRAN SURVEY, A-191, JOHN W. HAYNES SURVEY, A-453,
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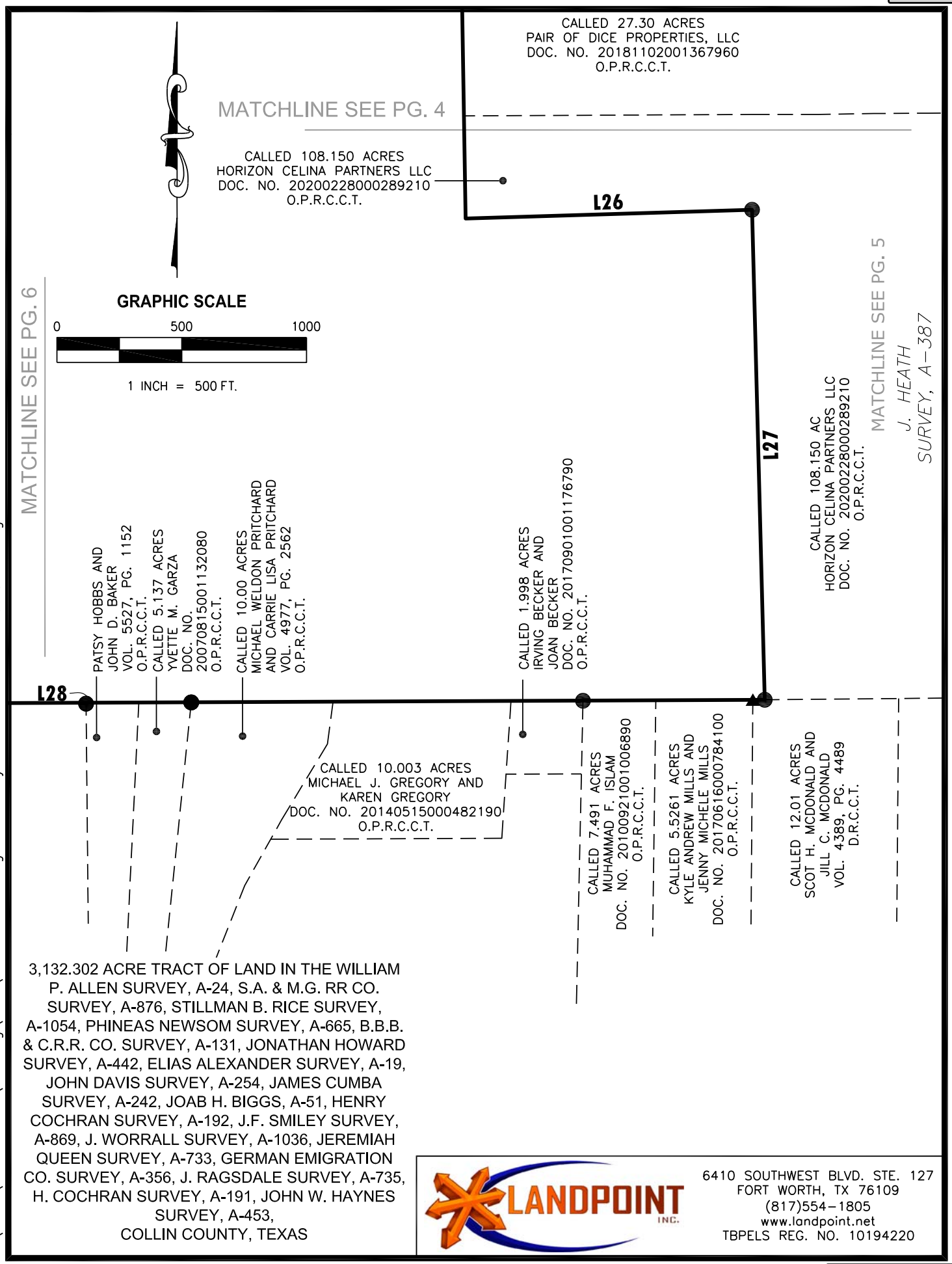

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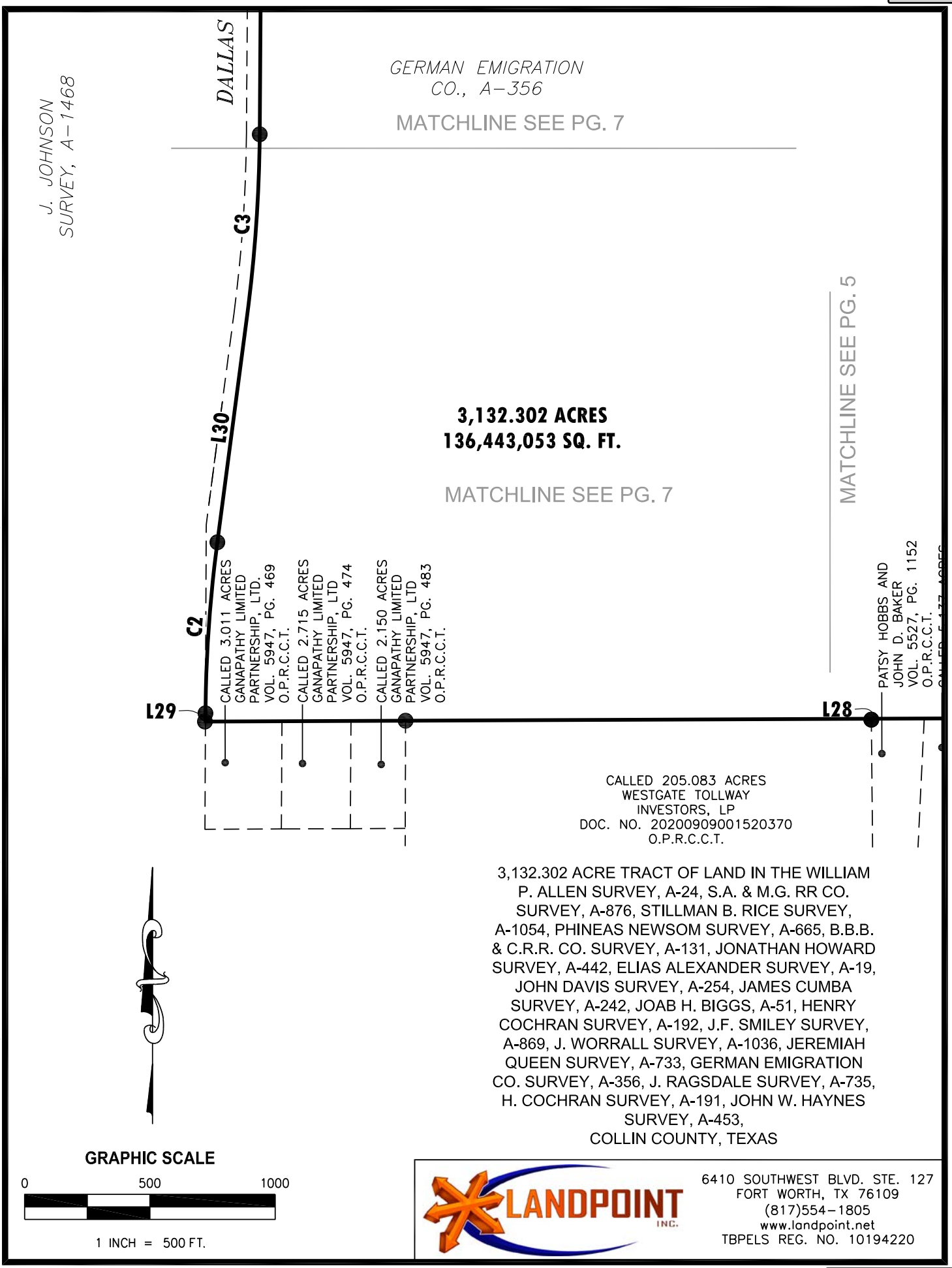

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GRAPHIC SCALE

0 500 1000

1 INCH = 500 FT.

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Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

MATCHLINE SEE PG. 8

CALLED 3.5
JAMES STEPH
VOL. 4677,
D.R.C

CALLED 6.9
MELVIN LYN
DOC. NO. 2018
O.P.R.
FURTHER DE
VOLUME 467
D.R.C

J. RAG
SURVEY,

899.261 ACRES

PART OF A
CALLED 957.743 ACRES
DYNAVEST JOINT VENTURE
VOL. 2228, PG. 1114
D.R.C.C.T.

GERMAN EMIGRATION CO.
A-356

DALLAS NORTH TOLLWAY

C3

GERMAN EMIGRATION
CO., A-356

MATCHLINE SEE PG. 6

MATCHLINE SEE PG. 4

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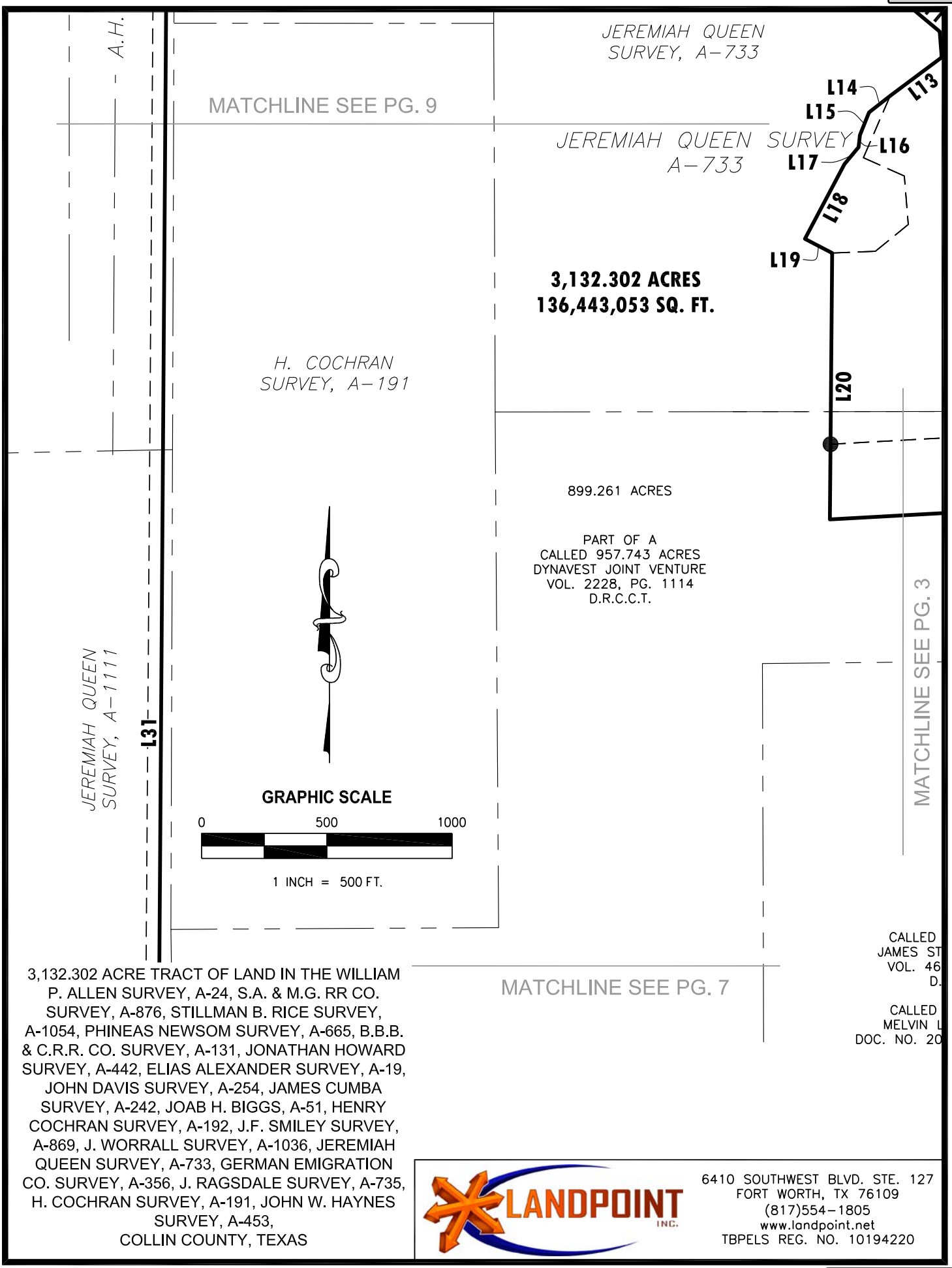

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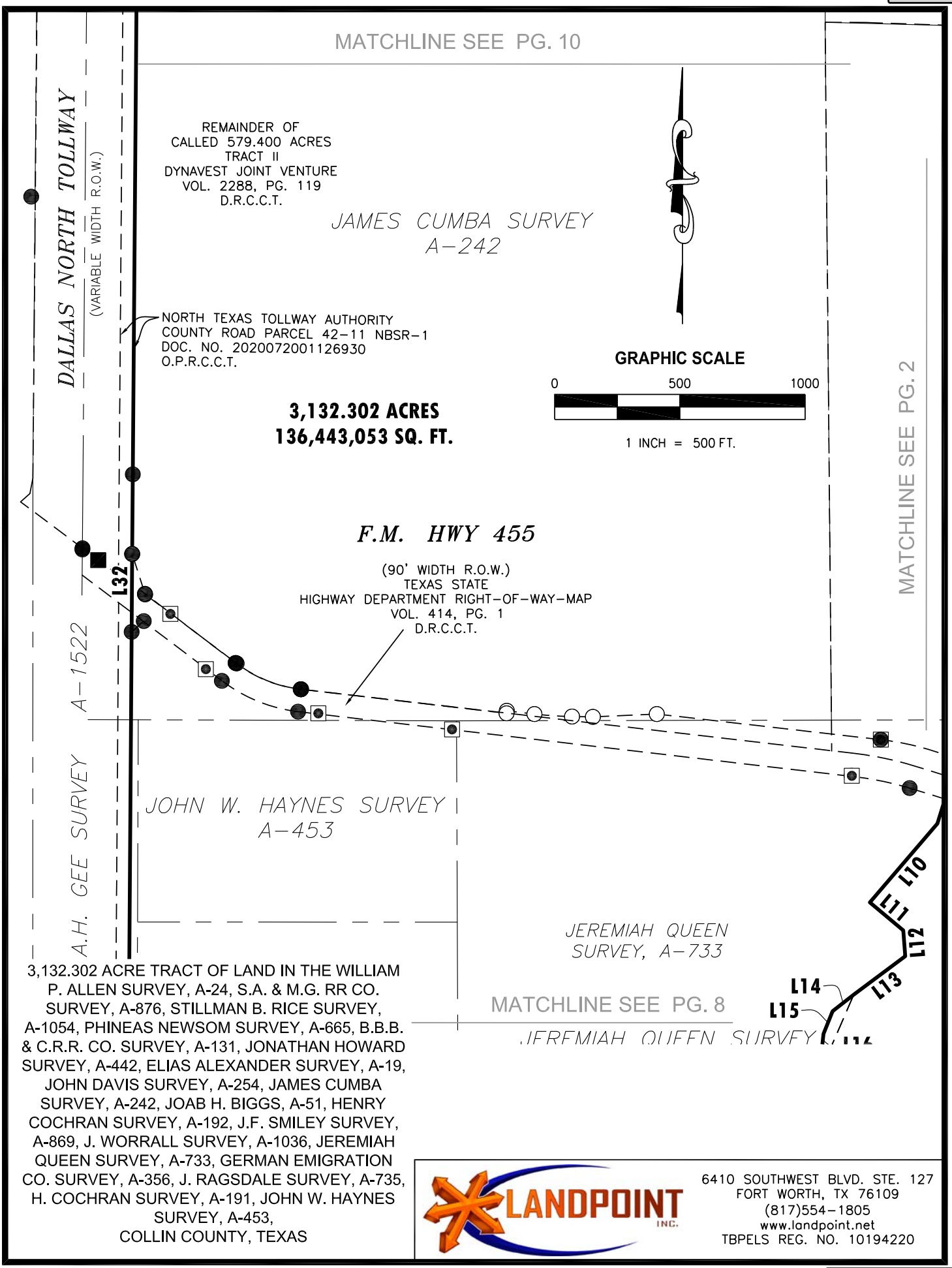

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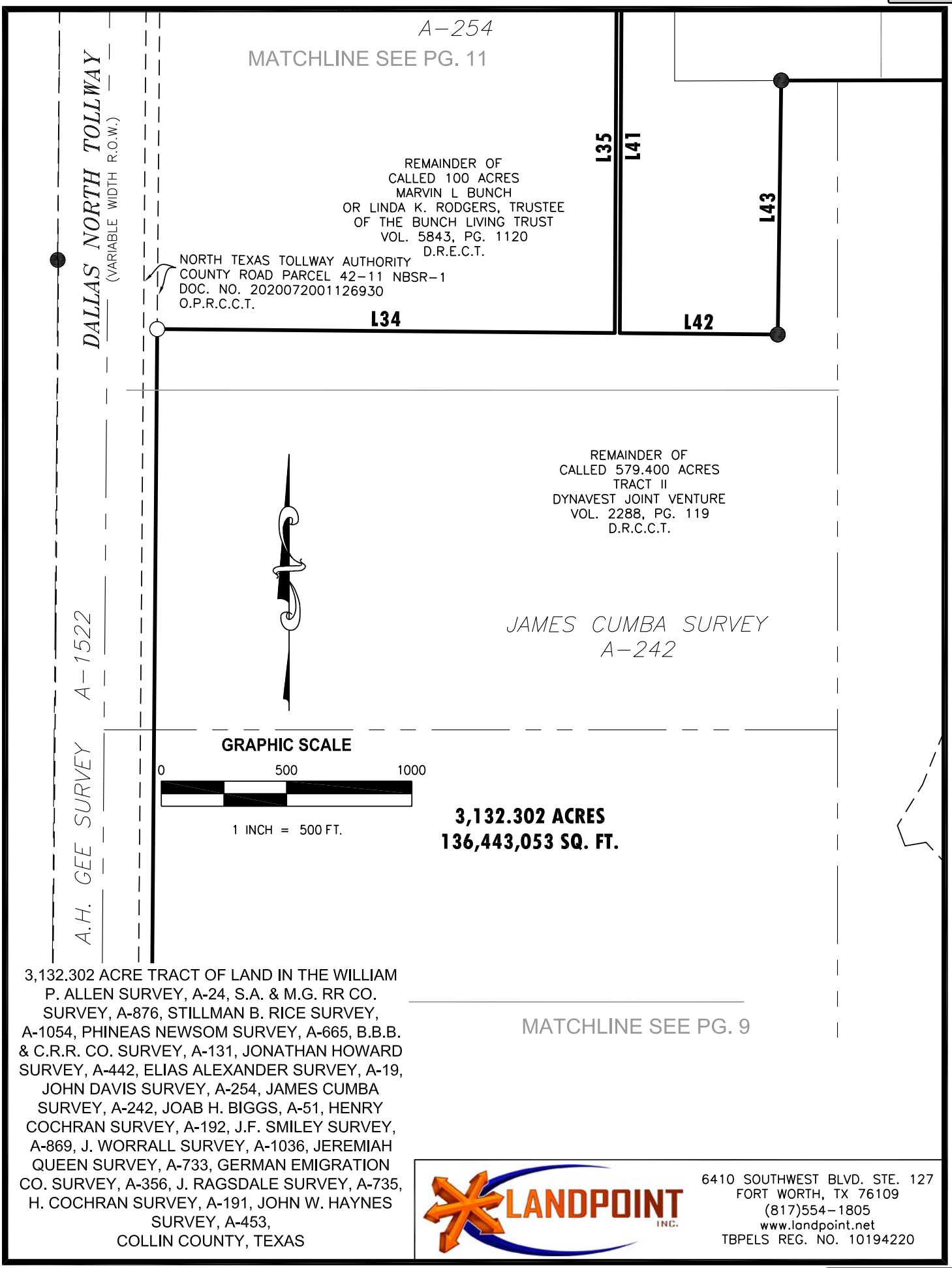

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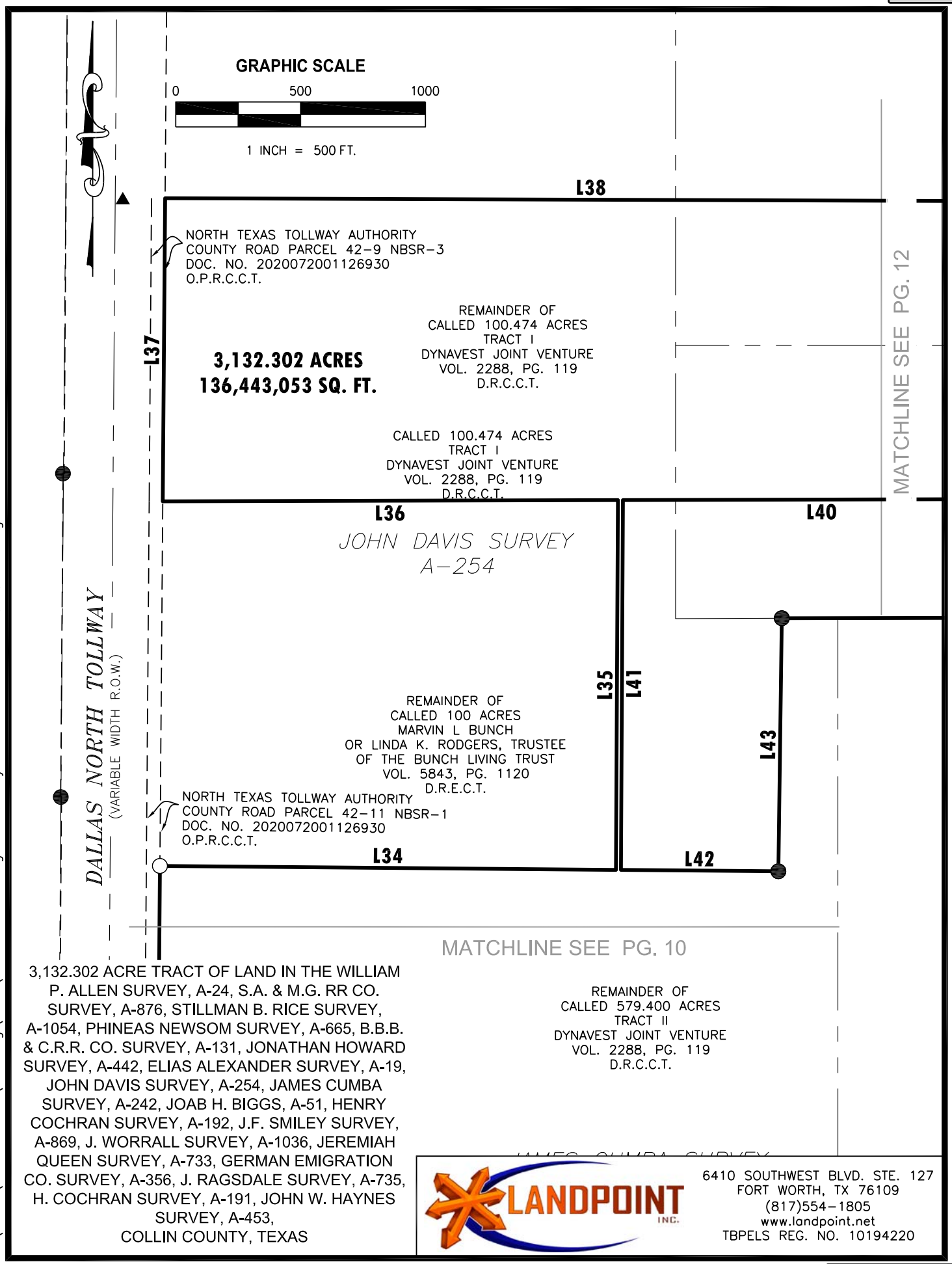

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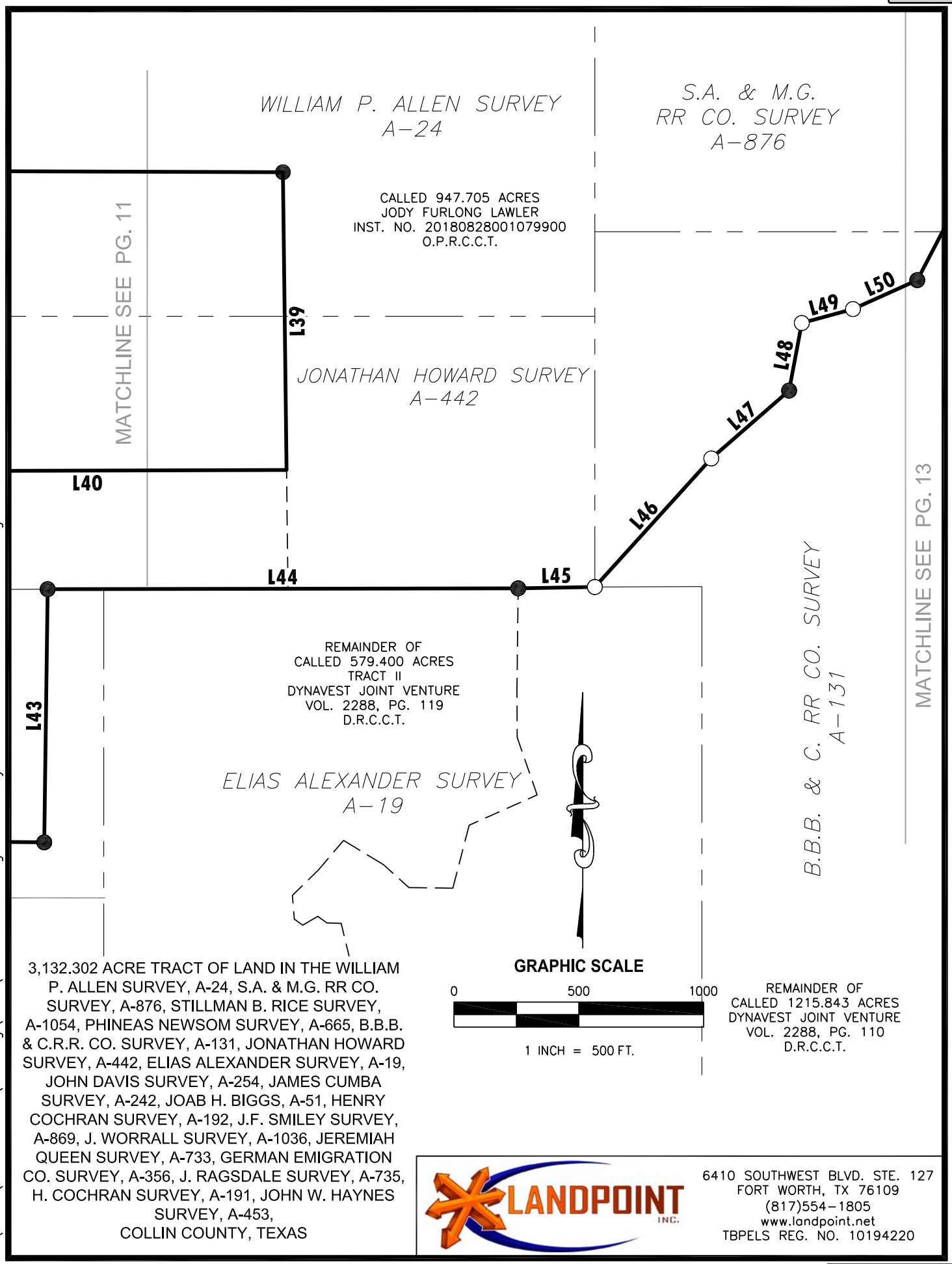

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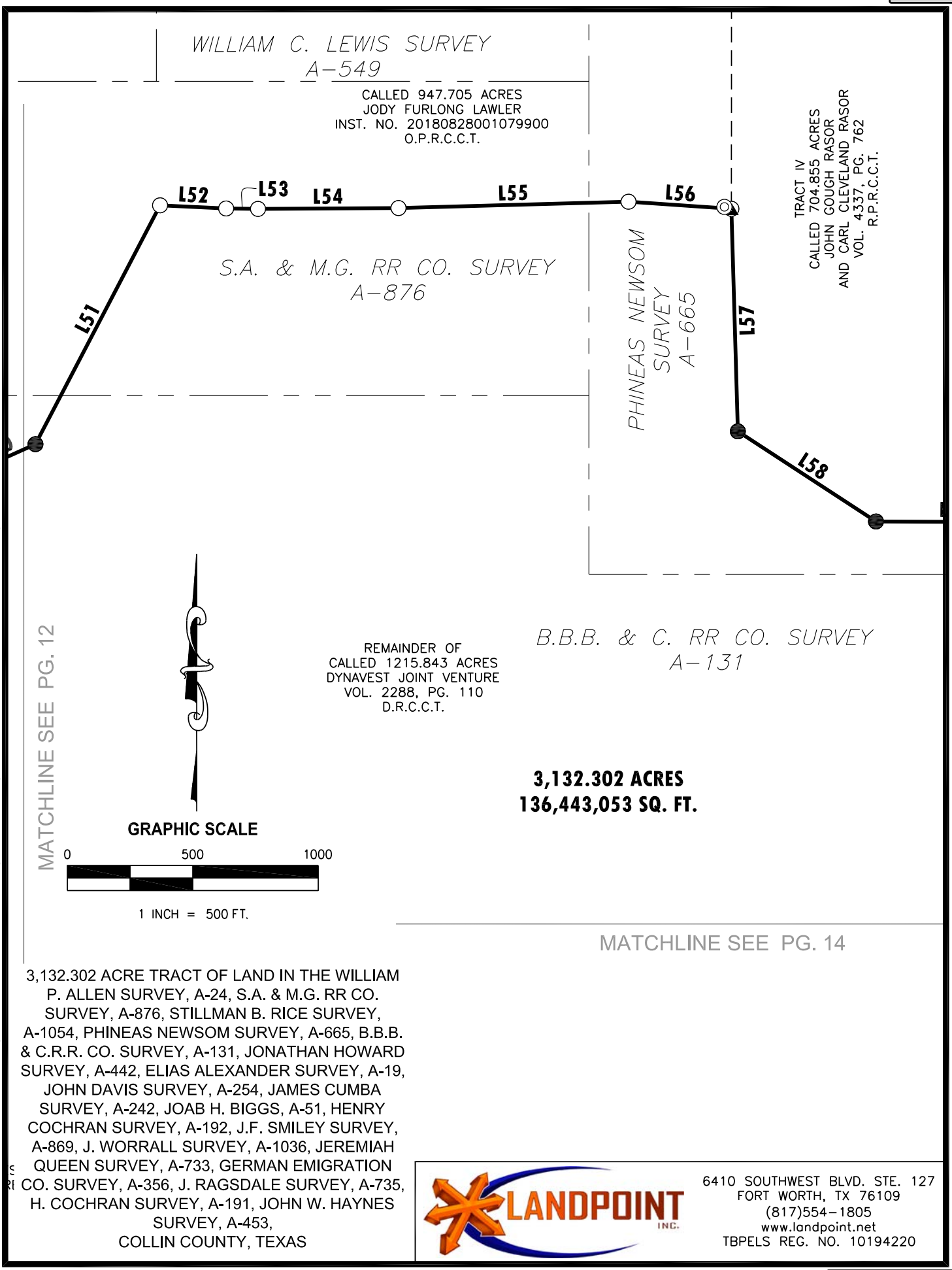

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3,132.302 ACRES
136,443,053 SQ. FT.

MATCHLINE SEE PG. 13

TRACT I
CALLED 115.412
JOHN GOUGH R
AND CARL CLEVELAN
VOL. 4337, PG.
R.P.R.C.C.T.

COUNTY ROAD 58
(NO RECORD FOUND)

L61

CALLED 41.202 ACRES
DALLAS CELINA LAND PARTNERS LLC
INST. NO. 20080516000595410
O.P.R.C.C.T.

B.B.B. & C. RR CO. SURVEY
A-131

CALLED 20.000 ACRES
DANI HOME LLC
INST. NO.
20200116000071410
O.P.R.C.C.T.

GRAPHIC SCALE
0 500 1000
1 INCH = 500 FT.

CALLED 20.707
SHAH SAFI AND LAILUMA SAFI,
HUSBAND AND WIFE;
HOMAYUN SAFI
INST. NO. 20100803000797400
O.P.R.C.C.T.

L62

MATCHLINE SEE PG. 15

CALLED 22.57 ACRES
MOLLY ANN HUIE
INST. NO. 20110531000556580
O.P.R.C.C.T.

REMAINDER OF
CALLED 1215.843 ACRES
DYNAVEST JOINT VENTURE
VOL. 2288, PG. 110
D.R.C.C.T.

L63

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO. SURVEY, A-876, STILLMAN B. RICE SURVEY, A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B. & C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19, JOHN DAVIS SURVEY, A-254, JAMES CUMBA SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY, A-869, J. WORRALL SURVEY, A-1036, JEREMIAH QUEEN SURVEY, A-733, GERMAN EMIGRATION CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735, H. COCHRAN SURVEY, A-191, JOHN W. HAYNES SURVEY, A-453,
COLLIN COUNTY, TEXAS

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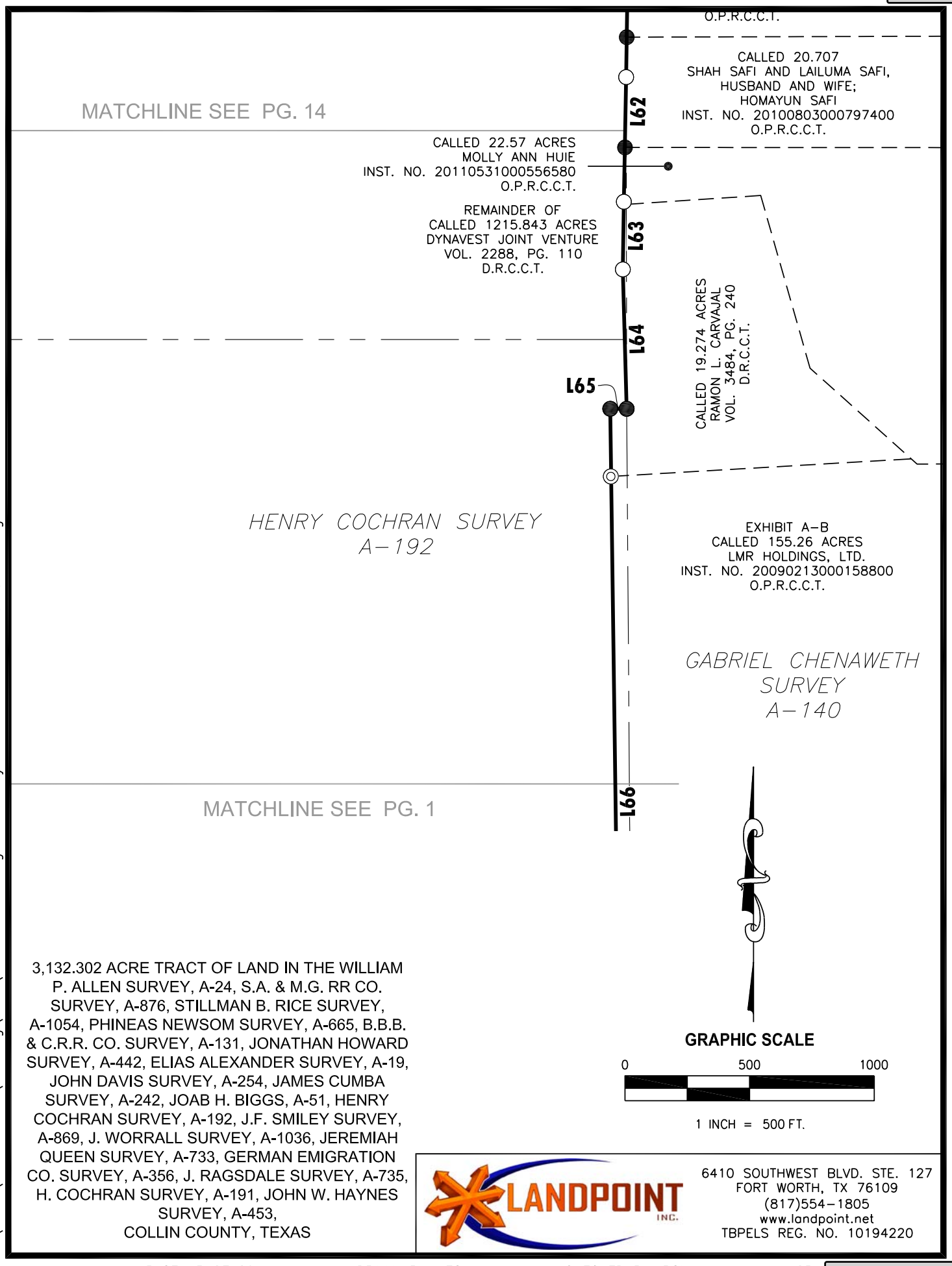
Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)



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GRAPHIC SCALE

0 500 1000

1 INCH = 500 FT.

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LEGEND / ABBREVIATIONS

—— – – ——	ABSTRACT LINE
— — — — —	ADJOINER LINE
▬▬▬▬▬	BOUNDARY LINE
■	CONC MON FOUND (TYPE 1)
●	IRON ROD FOUND
○	CAPPED IRON ROD SET
◎	IRON PIPE FOUND
▲	NAIL FOUND
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
R.P.R.C.C.T.	REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
CIRS	CAPPED IRON ROD SET
CMONF	CONCRETE MONUMENT FOUND

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S88°58'02"W	3875.51'
L2	S01°04'44"E	63.89'
L3	N73°55'39"W	1830.27'
L4	N16°00'52"E	40.00'
L5	N74°36'15"W	192.09'
L6	N51°44'59"W	626.29'
L7	N38°19'50"E	10.12'
L8	N47°51'38"W	256.41'
L9	S17°13'41"W	267.36'
L10	S40°37'27"W	414.21'
L11	S50°02'12"E	174.16'
L12	S04°21'15"E	103.17'
L13	S53°17'03"W	256.14'
L14	S51°53'58"W	107.37'
L15	S21°48'09"W	97.62'
L16	S06°43'01"W	48.67'
L17	S39°44'41"W	87.61'
L18	S27°53'00"W	337.61'
L19	S62°34'37"E	122.61'
L20	S00°30'19"W	1063.09'
L21	N86°48'50"E	1289.24'
L22	S03°11'10"E	632.52'
L23	S89°27'53"W	116.62'
L24	S00°17'11"E	1724.68'
L25	S00°56'38"E	2951.35'
L26	N88°16'05"E	1147.55'
L27	S01°29'07"E	1961.95'
L28	S89°45'01"W	5375.00'
L31	N00°24'17"E	7981.16'
L32	N00°25'53"E	311.13'
L33	N00°26'50"E	6459.92'
L34	S89°30'00"E	1826.10'

LINE TABLE

LINE	DIRECTION	LENGTH
L35	N00°18'32"E	1480.32'
L36	S89°50'48"W	1822.62'
L37	N00°26'50"E	1213.34'
L38	S89°47'54"E	3411.58'
L39	S00°41'47"E	1192.20'
L40	S89°50'48"W	1592.91'
L42	S89°30'00"E	630.52'
L43	N00°46'50"E	1013.39'
L44	N89°53'37"E	1884.13'
L45	N89°01'13"E	307.00'
L46	N42°11'13"E	694.59'
L47	N48°56'13"E	413.26'
L48	N10°35'01"E	275.42'
L49	N74°49'01"E	212.62'
L50	N65°47'01"E	282.00'
L51	N27°33'05"E	1073.55'
L52	S87°13'55"E	263.52'
L53	S89°13'55"E	127.00'
L54	N89°38'05"E	560.00'
L55	N88°26'05"E	917.00'
L56	S86°02'55"E	411.00'
L57	S01°39'02"E	886.80'
L58	S56°53'31"E	657.24'
L59	S89°45'11"E	627.65'
L60	S01°19'43"W	529.15'
L61	S00°48'42"W	3775.00'
L62	S01°03'35"W	500.00'
L63	S00°49'35"W	271.50'
L64	S01°34'34"E	559.27'
L66	S00°46'36"E	3152.31'
L67	S02°06'34"E	1548.60'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	222.00'	1130.00'	11°15'23"	N61°45'58"W	221.64'
C2	684.70'	5530.00'	7°05'39"	N03°56'53"E	684.26'
C3	725.80'	5929.99'	7°00'46"	N03°58'30"E	725.35'

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO. SURVEY, A-876, STILLMAN B. RICE SURVEY, A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B. & C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19, JOHN DAVIS SURVEY, A-254, JAMES CUMBA SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY, A-869, J. WORRALL SURVEY, A-1036, JEREMIAH QUEEN SURVEY, A-733, GERMAN EMIGRATION CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735, H. COCHRAN SURVEY, A-191, JOHN W. HAYNES SURVEY, A-453,
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LEGAL DESCRIPTION

Being a 3,132.302 acre tract of land situated in the John Davis Survey Abstract No. 254, the James Cumbia Survey Abstract No. 242, the Elias Alexander Survey Abstract No. 19, the Joab H. Bigss Survey Abstract No. 51, the Jeremiah Queen Survey, Abstract No. 733, the J.K. Worrall Survey Abstract No. 1036, the S.A. and M.G. RR Co. Survey, Abstract No. 876, the Phineas Newsom Survey, Abstract No. 665, the B.B.B. and C. RR Co. Survey Abstract No. 131, the Henry Cochran Survey Abstract No. 192, the Stillman B. Rice Survey Abstract No. 1054 and the J.F. Smiley Survey Abstract No. 869, being all of a called 161.910 acre tract of land described as Tract No. 2, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 125, Deed Records of Collin County, Texas, all of a called 1215.843 acre tract of land, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 110, said Deed Records, the remainder of a called 218.360 acre tract of land described as Tract No. 1, as conveyed to Dynavest Joint Ventures by deed of record in Volume 228, Page 125, said Deed Records, and the remainder of a called 579.400 acre tract of land described as Tract II, as conveyed in the deed to Dynavest Joint Ventures by deed of record in Volume 2288, Page 119, said Deed Records, and being more particularly described as follows:

BEGINNING at an iron pipe found for the southeast corner of said 161.910 acre tract, common to a salient corner in the west line of a called 66.862 acre tract of land described as Tract 1, as conveyed to Pilatus Investments, LLC, by deed of record in Instrument No. 20210325000596590, Official Public Records of Collin County, Texas, and in the northerly line of a called 174.64 acre tract of land described as Tract 5, as conveyed to Ownsby 1880 Farms, LTD, by deed of record in Volume 4332, Page 1047, Real Property Records of Collin County, Texas;

THENCE S88°58'02"W, with the southerly line of said 161.910 acre tract and the northerly line of said 174.64 acre tract, a distance of 3875.51 feet to an iron rod with a cap found for the Southwest corner of said 161.910 acre tract, common to the northwest corner of said 174.64 acre tract and in an easterly line of said 1215.843 acre tract;

THENCE S01°04'44"E, with the easterly line of said 1215.843 acre tract and the westerly line of said 174.64 acre tract, a distance of 63.89 feet to an iron rod with a cap found for the most southerly southeast corner of said 1215.843 acre tract;

THENCE N73°55'39"W, with a southerly line of said 1215.843 acre tract, passing the southwest corner of said 1215.843 acre tract, common to the southeast corner of southeast corner of said 218.360 acre tract, continuing on said course with the southerly line of said 218.360 acre tract a total distance of 1830.27 feet to an iron rod with a cap found for a salient corner in the southerly line of said 218.360 acre tract and in the northeasterly right-of-way line of F.M. Highway 455;

THENCE with the southerly line of said 218.360 acre tract and the northeasterly right-of-way line of said F.M. Highway 455, the following Three (3) courses:

1. N16°00'52"E, a distance of 40.00 feet to an iron rod with a cap found for corner;
2. N74°36'15"W, a distance of 192.09 feet to a point for corner;
3. N51°44'59"W, passing at a distance of 8.26 feet an iron rod with a cap found, continuing on said course, a total distance of 626.29 feet to 5/8-inch iron rod with a cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) at the southeast corner of a tract of land described as Parcel 1, as conveyed to State of Texas by deed of record in Instrument No. 2005-0062934, said Official Public Records;

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO. SURVEY, A-876, STILLMAN B. RICE SURVEY, A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B. & C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19, JOHN DAVIS SURVEY, A-254, JAMES CUMBA SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY, A-869, J. WORRALL SURVEY, A-1036, JEREMIAH QUEEN SURVEY, A-733, GERMAN EMIGRATION CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735, H. COCHRAN SURVEY, A-191, JOHN W. HAYNES SURVEY, A-453,
COLLIN COUNTY, TEXAS

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

07/30/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

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LEGAL DESCRIPTION (continued)

THENCE S17°13'41"W, leaving the said northeasterly right-of-way line of said F.M. Highway 455 and the northeasterly line of said Parcel 1, a distance of 267.36 feet to a point for corner;

THENCE S40°37'27"W, a distance of 414.21 feet to a point for corner;

THENCE S50°02'12"E, a distance of 174.16 feet to a point for corner;

THENCE S04°21'15"E, a distance of 103.17 feet to a point for corner;

THENCE S53°17'03"W, a distance of 256.14 feet to a point for corner;

THENCE S51°53'58"W, a distance of 107.37 feet to a point for corner;

THENCE S21°48'09"W, a distance of 97.62 feet to a point for corner;

THENCE S06°43'01"W, a distance of 48.67 feet to a point for corner;

THENCE S39°44'41"W, a distance of 87.61 feet to a point for corner;

THENCE S27°53'00"W, a distance of 337.61 feet to a point for corner;

THENCE S62°34'37"E, a distance of 122.61 feet to a point for corner;

THENCE S00°30'19"W, a distance of 1063.09 feet to a point for corner;

THENCE N86°48'50"E, a distance of 1289.24 feet to a point for corner;

THENCE S89°27'53"W, a distance of 116.62 feet to a point for corner;

THENCE S00°17'11"E, a distance of 1724.68 feet to a point for corner;

THENCE S00°56'38"E, a distance of 2951.35 feet to a point for corner;

THENCE N88°16'05"E, a distance of 1147.55 feet to a point for corner;

THENCE S01°29'07"E, a distance of 1961.95 feet to a point for corner;

THENCE S89°45'01"W, a distance of 5375.00 feet to a point for the Southwest corner of said tract herein described;

THENCE N00°25'04"E, a distance of 32.89 feet to a point for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 684.70 feet, a central angle of 07°05'39", a radius of 5530.00 feet and a chord that bears N03°56'53"E, a distance of 684.26 feet to a point at the end of said curve;

THENCE N07°29'26"E, a distance of 911.82 feet to a point for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 725.80 feet, a central angle of 07°00'46", a radius of 5929.99 feet and a chord that bears N03°58'30"E, a distance of 725.35 feet to a point at the end of said curve;

THENCE N00°24'17"E, a distance of 7981.16 feet to a point for the corner;

THENCE N00°26'50"E, continuing with the easterly right-of-way line of said North Texas Tollway Authority County Road Parcel 42-9 NBSR-1, a distance of 6,459.92 feet to a capped iron rod set for the northeast corner of said Parcel 42-9 NBSR-1 in a northerly line of said 579.400 acre tract and in the southerly line of a called 100 acre tract of land as conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of the Bunch Living Trust, by deed of record in Volume 5843, Page 1120, said Deed Records;

THENCE N00°25'53"E, continuing with the said easterly right-of-way line, a distance of 311.13 feet to a point for the corner;

THENCE S89°30'00" East, with the northerly line of said 579.400 acre tract and the southerly line of said 100 acre tract, a distance of 1826.10 feet to a point for the corner;

THENCE N00°18'32"E, crossing a remainder of a called 100 acre tract of land conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of The Bunch Living Trust, recorded in Volume 5843, Page 1120, Official Public Records of Collin County, Texas, a distance of 1480.32 feet to a point for the corner;

THENCE S89°50'48"W, along the South line of a called 100.474 acre tract of land, conveyed to Dynavest Joint Venture, recorded in Volume 2288, Page 119, Official Public Records of Collin County, Texas, a distance of 1822.62 feet to a point for the corner;

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO. SURVEY, A-876, STILLMAN B. RICE SURVEY, A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B. & C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19, JOHN DAVIS SURVEY, A-254, JAMES CUMBA SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY, A-869, J. WORRALL SURVEY, A-1036, JEREMIAH QUEEN SURVEY, A-733, GERMAN EMIGRATION CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735, H. COCHRAN SURVEY, A-191, JOHN W. HAYNES SURVEY, A-453,
COLLIN COUNTY, TEXAS

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Robert Glen Maloy 07/30/2021

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LEGAL DESCRIPTION (continued)

THENCE N00°26'50"E, along the West line of said 100.474 acre tract of land, a distance of 1213.34 feet to a point for the corner;

THENCE S89°47'54"E, along the North line of said 100.474 acre tract of land, a distance of 3411.58 feet to a point for the corner;

THENCE S00°41'47"E, along the East line of said 100.474 acre tract of land, a distance of 1192.20 feet to a point for the corner;

THENCE S89°50'48"W, along the said South line of said 100.474 acre tract of land, a distance of 1592.91 feet to a point for the corner;

THENCE S00°18'38"W, leaving the said 100.474 acre tract of land and crossing through said 100 acre tract of land conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of The Bunch Living Trust, a distance of 1480.55 feet to a point for the corner;

THENCE S89°30'00" East, with the northerly line of said 579.400 acre tract and the southerly line of said 100 acre tract, a distance of 630.52 feet to an iron rod with a cap found for corner;

THENCE N00°46'50"E, with a westerly line of said 579.400 acre tract and an easterly line of said 100 acre tract, a distance of 1,013.39 feet to an iron rod with a cap found for corner;

THENCE N89°53'37"E, with a northerly line of said 579.400 acre tract and a southerly line of said 100 acre tract, passing the southeast corner of said 100 acre tract, continuing on said course, a total distance of 1,884.13 feet to a 1/2-inch iron rod found for the northeast corner of said 579.400 acre tract, common to the northwest corner of said 1215.843 acre tract;

THENCE with the northerly line of said 1215.843 acre tract, the following Twelve (12) courses:

1. N89°01'13"E, a distance of 307.00 feet to a capped iron rod set;
2. N42°11'13"E, a distance of 694.59 feet to a capped iron rod set;
3. N48°56'13"E, a distance of 413.26 feet to 1/2-inch iron rod found;
4. N10°35'01"E, a distance of 275.42 feet to a capped iron rod set;
5. N74°49'01"E, a distance of 212.62 feet to a capped iron rod set;
6. N65°47'01"E, a distance of 282.00 feet to a 1/2-inch iron rod found;
7. N27°33'05" East, a distance of 1,073.55 feet to a capped iron rod set;
8. S87°13'55" East, a distance of 263.52 feet to a capped iron rod set;
9. S89°13'55" East, a distance of 127.00 feet to a capped iron rod set;
10. N89°38'05" East, a distance of 560.00 feet to a capped iron rod set;
11. N88°26'05" East, a distance of 917.00 feet to a capped iron rod set;
12. S86°02'55" East, a distance of 411.00 feet to nail found in County Road 58 for the northeast corner of said 1215.843 acre tract in the westerly line of a called 704.855 acre tract of land described as Tract 4, as conveyed to Rasor Family Ranch, LP, by deed of record recorded in Instrument No. 20071231001718360, said Official Public Records;

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I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

07/30/2021

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LEGAL DESCRIPTION (continued)

THENCE with the common lines of said 1215.843 acre tract and said 704.855 acre tract, the following Three (3) courses:

1. S01°39'02"E, in said County Road 58, a distance of 886.80 feet to an iron rod with a cap found for corner;

2. S56°53'31"E, continuing in said County Road 58, a distance of 657.24 feet to an iron rod with a cap found for corner;

3. S89°45'11"E, a distance of 627.65 feet to a 1/2-inch iron rod found for the eastern most northeast corner of said 1215.843 acre tract, common to the northwest corner of a called 115.412 acre tract of land described as Tract I, as conveyed to John Gough Rasor and Carl Cleveland Rasor, by deed of record in Volume 4337, Page 762, said Real Property Records;

THENCE with the easterly line of said 1215.843 acre tract, the following Eight (8) courses:

1. S01°19'43"W, a distance of 529.15 feet to a nail found in said County Road 58;

2. S00°48'42"W, continuing in said County Road 58 with the westerly lines of said 115.412 acre tract and a called 41.202 acre tract of land, as conveyed to Dallas Celina Land Partners LLC, by deed of record in Instrument No. 20080516000595410, said Official Public Records, passing at a distance of 3181.45 feet a 1/2-inch iron rod found for the southwest corner of said 41.202 acre tract, common to the northwest corner of a called 20.000 acre tract of land, as conveyed to Dani Home LLC, by deed of record in Instrument No. 20200116000071410, said Official Public Records, continuing on said course with the westerly line of said 20.000 acre tract, passing at a distance of 3614.89 feet a 1/2-inch iron rod found for the southwest corner of said 20.000 acre tract, common to the northwest corner of a called 20.707 acre tract of land, as conveyed to Shah Safi and Lailuma Safi, husband and wife, and Homayun Saif, by deed of record in Instrument No. 20100803000797400, said Official Public Records, continuing on said course with the westerly line of said 20.707 acre tract, a total distance of 3,775.00 feet to a nail set;

3. S01°03'35"W, continuing in said County Road 58, with the westerly line of said 20.707 acre tract, passing a 1/2-inch iron rod found at a distance of 282.20 feet for the southwest corner of said 20.707 acre tract, common to the northwest corner of a called 22.57 acre tract of land, as conveyed to Molly Ann Huie, by deed of record in Instrument No. 20110531000556580, said Official Public Records, continuing on said course with the westerly line of said 22.57 acre tract, continuing on course with the westerly line of said 22.57 acre tract, a total distance of 500.00 feet to a capped iron rod set on the south side of said County Road 58 for the western-most southwest corner of said 22.57 acre tract, common to the northwest corner of a called 19.274 acre tract of land, as conveyed to Ramon L. Carvajal, by deed of record in Volume 3484, Page 240, said Deed Records;

4. S00°49'35"W, with the 19.274 acre tract, a distance of 271.50 feet to a capped iron rod set;

5. S01°34'34"E, continuing with the westerly line of said 19.274 acre tract, a distance of 559.27 feet to an iron with a cap found for a salient corner in the easterly line of said 1215.843 acre tract, common to a re-entrant corner of said 19.274 acre tract;

6. N89°47'43"W, continuing with the westerly line of said 19.274 acre tract, a distance of 66.05 feet to an iron rod with a cap found for a re-entrant corner of said 1215.843 acre tract, common to a salient corner of said 19.274 acre tract;

7. S00°46'36"E, continuing with the westerly line of said 19.274 acre tract, at a distance of 271.42 feet passing an iron pipe found for the southwest corner of said 19.274 acre tract, common to the northwest corner of a called 155.26 acre tract of land described as Exhibit A-B, as conveyed to LMR Holdings, LTD, by deed of record in Instrument No. 20090213000158800, said Official Public Records, continuing on said course with the westerly line of said 155.26 acre tract, a total distance of 3,152.31 feet to a 1/2-inch iron rod found for the southwest corner of said 155.26 acre tract, common to the northwest corner of said 66.862 acre tract;

8. S02°06'34"E, with the westerly line of said 66.862 acre tract, a distance of 1,548.60 feet to the POINT OF BEGINNING and containing 3,132.302 acres of land.

3,132.302 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, A-24, S.A. & M.G. RR CO. SURVEY, A-876, STILLMAN B. RICE SURVEY, A-1054, PHINEAS NEWSOM SURVEY, A-665, B.B.B. & C.R.R. CO. SURVEY, A-131, JONATHAN HOWARD SURVEY, A-442, ELIAS ALEXANDER SURVEY, A-19, JOHN DAVIS SURVEY, A-254, JAMES CUMBA SURVEY, A-242, JOAB H. BIGGS, A-51, HENRY COCHRAN SURVEY, A-192, J.F. SMILEY SURVEY, A-869, J. WORRALL SURVEY, A-1036, JEREMIAH QUEEN SURVEY, A-733, GERMAN EMIGRATION CO. SURVEY, A-356, J. RAGSDALE SURVEY, A-735, H. COCHRAN SURVEY, A-191, JOHN W. HAYNES SURVEY, A-453,
COLLIN COUNTY, TEXAS

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

07/30/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

LANDPOINT INC.
6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

X:\2021\21-0195-6\Working\DWG\21-0195 Zoning Overall Dynavest - Without Accretion.dwg

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

EXHIBIT C
PROJECTED ABSORPTION, INCREMENTAL ASSESSED VALUES AND INCREMENTAL REAL PROPERTY TAXES

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

TIRZ Reinvestment Zone No. ___
Celina, Texas

Exhibit C-1: Projected Absorption[1]

Development Year Ending	Assessed As of[1]	Single Family - 60 Ft		Single Family - 50 Ft		Single Family - 40 Ft		Multi-Family		Commercial - Retail		Commercial - Office	
		Units[2]	Cumulative	Units[2]	Cumulative	Units[2]	Cumulative	Units[2]	Cumulative	GSF[2]	Cumulative	GSF[2]	Cumulative
31-Dec-20	1-Jan-21	0	0	0	0	0	0	0	0	0	0	0	0
31-Dec-21	1-Jan-22	0	0	0	0	0	0	0	0	0	0	0	0
31-Dec-22	1-Jan-23	0	0	0	0	0	0	0	0	0	0	0	0
31-Dec-23	1-Jan-24	45	45	78	78	51	51	0	0	36,375	36,375	23,394	23,394
31-Dec-24	1-Jan-25	140	185	245	323	160	211	300	300	36,375	72,750	23,863	47,257
31-Dec-25	1-Jan-26	157	342	274	597	179	390	0	300	36,375	109,125	23,960	71,217
31-Dec-26	1-Jan-27	168	510	294	891	192	582	300	600	36,375	145,500	49,712	120,929
31-Dec-27	1-Jan-28	168	678	294	1,185	192	774	450	1,050	51,800	197,300	50,284	171,213
31-Dec-28	1-Jan-29	168	846	294	1,479	192	966	0	1,050	51,800	249,100	50,551	221,764
31-Dec-29	1-Jan-30	168	1,014	294	1,773	192	1,158	500	1,550	51,800	300,900	51,177	272,941
31-Dec-30	1-Jan-31	81	1,095	294	2,067	169	1,327	350	1,900	51,800	352,700	54,124	327,065
31-Dec-31	1-Jan-32	0	1,095	294	2,361	192	1,519	0	1,900	51,800	404,500	54,803	381,868
31-Dec-32	1-Jan-33	0	1,095	294	2,655	192	1,711	425	2,325	53,700	458,200	55,373	437,241
31-Dec-33	1-Jan-34	0	1,095	294	2,949	192	1,903	400	2,725	53,700	511,900	55,945	493,186
31-Dec-34	1-Jan-35	0	1,095	294	3,243	192	2,095	0	2,725	53,700	565,600	56,608	549,794
31-Dec-35	1-Jan-36	0	1,095	294	3,537	128	2,223	475	3,200	53,700	619,300	57,268	607,062
31-Dec-36	1-Jan-37	0	1,095	100	3,637	0	2,223	450	3,650	53,700	673,000	57,948	665,010
31-Dec-37	1-Jan-38	0	1,095	0	3,637	0	2,223	424	4,074	0	673,000	0	665,010
31-Dec-38	1-Jan-39	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-39	1-Jan-40	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-40	1-Jan-41	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-41	1-Jan-42	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-42	1-Jan-43	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-43	1-Jan-44	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-44	1-Jan-45	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-45	1-Jan-46	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-46	1-Jan-47	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-47	1-Jan-48	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-48	1-Jan-49	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-49	1-Jan-50	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-50	1-Jan-51	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-51	1-Jan-52	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-52	1-Jan-53	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-53	1-Jan-54	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-54	1-Jan-55	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
31-Dec-55	1-Jan-56	0	1,095	0	3,637	0	2,223	0	4,074	0	673,000	0	665,010
Total		**1,095**		**3,637**		**2,223**		**4,074**		**673,000**		**665,010**	

MuniCap, Inc. *C:\Users\Devon.Whitlock\Dropbox (MuniCap)\MuniCap Team Folder\tx-municap\texas\Celina\Dynavest MMD\CONSULTING\TIRZ\[Dynavest TIRZ Projection No. 4.2.xlsx]Exhibit C-1*
31-Aug-21

[1]According to the Collin County Appraisal District property is assessed as of January 1 annually. During construction, the assessed value represents the portion of the building completed as of January 1. Assumes no
[2]Provided by Developer per Market Study prepared by Zonda as of July 2021.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

TIRZ Reinvestment Zone No. ___
Celina, Texas

Exhibit C-2: Projected Assessed Value

Assessed As Of	Tax Year Ending[1]	1.0% Inflation Factor[2]	Single Family - 60 Ft Units[3]	Value Per Unit[4]	Projected Assessed Value	Single Family - 50 Ft Units[3]	Value Per Unit[4]	Projected Assessed Value	Single Family - 40 Ft Units[3]	Value Per Unit[4]	Projected Assessed Value	Multi-Family Units[3]	Value Per Unit[5]	Projected Assessed Value	Commercial - Retail GSF	Value Per GSF[5]	Projected Assessed Value	Commercial - Office GSF	Value Per GSF[5]	Projected Assessed Value	Total Projected Assessed Value
1-Jan-21	31-Jan-22	100%	0	$438,284	$0	0	$390,376	$0	0	$342,490	$0	0	$144,170	$0	0	$225	$0	0	$189	$0	$0
1-Jan-22	31-Jan-23	101%	0	$442,667	$0	0	$394,280	$0	0	$345,915	$0	0	$145,612	$0	0	$227	$0	0	$191	$0	$0
1-Jan-23	31-Jan-24	102%	0	$447,094	$0	0	$398,223	$0	0	$349,374	$0	0	$147,068	$0	0	$229	$0	0	$193	$0	$0
1-Jan-24	31-Jan-25	103%	45	$451,564	$20,320,400	78	$402,205	$31,371,973	51	$352,868	$17,996,257	0	$148,539	$0	36,375	$231	$8,414,094	23,394	$195	$4,561,505	$82,664,230
1-Jan-25	31-Jan-26	104%	185	$456,080	$84,374,816	323	$406,227	$131,211,266	211	$356,396	$75,199,655	300	$150,024	$45,007,166	72,750	$234	$16,996,471	47,257	$197	$9,306,603	$362,095,978
1-Jan-26	31-Jan-27	105%	342	$460,641	$157,539,184	597	$410,289	$244,942,592	390	$359,960	$140,384,569	300	$151,524	$45,457,238	109,125	$236	$25,749,653	71,217	$199	$14,165,441	$628,238,677
1-Jan-27	31-Jan-28	106%	510	$465,247	$237,276,122	891	$414,392	$369,223,263	582	$363,560	$211,591,941	600	$153,039	$91,823,621	145,500	$238	$34,676,200	120,929	$201	$24,293,957	$968,885,104
1-Jan-28	31-Jan-29	107%	678	$469,900	$318,592,045	1,185	$418,536	$495,965,054	774	$367,196	$284,209,423	1,050	$154,570	$162,298,250	197,300	$241	$47,491,618	171,213	$203	$34,739,688	$1,343,296,076
1-Jan-29	31-Jan-30	108%	846	$474,599	$401,510,558	1,479	$422,721	$625,204,757	966	$370,868	$358,258,095	1,050	$156,115	$163,921,232	249,100	$243	$60,559,876	221,764	$205	$45,446,621	$1,654,901,140
1-Jan-30	31-Jan-31	109%	1,014	$479,345	$486,055,583	1,773	$426,948	$756,979,659	1,158	$374,576	$433,759,320	1,550	$157,677	$244,398,752	300,900	$246	$73,884,751	272,941	$207	$56,493,789	$2,051,571,852
1-Jan-31	31-Jan-32	110%	1,095	$484,138	$530,131,333	2,067	$431,218	$891,327,537	1,327	$378,322	$502,033,336	1,900	$159,253	$302,581,422	352,700	$248	$87,470,067	327,065	$209	$68,373,430	$2,381,917,126
1-Jan-32	31-Jan-33	112%	1,095	$488,980	$535,432,646	2,361	$435,530	$1,028,286,676	1,519	$382,105	$580,417,878	1,900	$160,846	$305,607,236	404,500	$250	$101,319,701	381,868	$211	$80,628,381	$2,631,692,518
1-Jan-33	31-Jan-34	113%	1,095	$493,869	$540,786,973	2,655	$439,885	$1,167,895,864	1,711	$385,926	$660,319,907	2,325	$162,454	$377,706,417	458,200	$253	$115,918,254	437,241	$213	$93,243,147	$2,955,870,563
1-Jan-34	31-Jan-35	114%	1,095	$498,808	$546,194,842	2,949	$444,284	$1,310,194,408	1,903	$389,786	$741,761,935	2,725	$164,079	$447,115,048	511,900	$256	$130,798,646	493,186	$215	$106,225,347	$3,282,290,227
1-Jan-35	31-Jan-36	115%	1,095	$503,796	$551,656,791	3,243	$448,727	$1,455,222,133	2,095	$393,683	$824,766,772	2,725	$165,720	$451,586,199	565,600	$258	$145,965,055	549,794	$218	$119,602,096	$3,548,799,044
1-Jan-36	31-Jan-37	116%	1,095	$508,834	$557,173,359	3,537	$453,214	$1,603,019,393	2,223	$397,620	$883,909,832	3,200	$167,377	$535,606,089	619,300	$261	$161,421,711	607,062	$220	$133,380,769	$3,874,511,153
1-Jan-37	31-Jan-38	117%	1,095	$513,922	$562,745,092	3,637	$457,747	$1,664,824,243	2,223	$401,596	$892,748,931	3,650	$169,051	$617,034,953	673,000	$263	$177,172,905	665,010	$222	$147,573,955	$4,062,100,078
1-Jan-38	31-Jan-39	118%	1,095	$519,062	$568,372,543	3,637	$462,324	$1,681,472,485	2,223	$405,612	$901,676,420	4,074	$170,741	$695,599,562	673,000	$266	$178,944,634	665,010	$224	$149,049,695	$4,175,115,339
1-Jan-39	31-Jan-40	120%	1,095	$524,252	$574,056,269	3,637	$466,947	$1,698,287,210	2,223	$409,669	$910,693,184	4,074	$172,449	$702,555,558	673,000	$269	$180,734,080	665,010	$226	$150,540,192	$4,216,866,492
1-Jan-40	31-Jan-41	121%	1,095	$529,495	$579,796,831	3,637	$471,617	$1,715,270,082	2,223	$413,765	$919,800,116	4,074	$174,173	$709,581,113	673,000	$271	$182,541,421	665,010	$229	$152,045,594	$4,259,035,157
1-Jan-41	31-Jan-42	122%	1,095	$534,790	$585,594,800	3,637	$476,333	$1,732,422,783	2,223	$417,903	$928,998,117	4,074	$175,915	$716,676,924	673,000	$274	$184,366,835	665,010	$231	$153,566,049	$4,301,625,509
1-Jan-42	31-Jan-43	123%	1,095	$540,138	$591,450,748	3,637	$481,096	$1,749,747,011	2,223	$422,082	$938,288,098	4,074	$177,674	$723,843,694	673,000	$277	$186,210,503	665,010	$233	$155,101,710	$4,344,641,764
1-Jan-43	31-Jan-44	124%	1,095	$545,539	$597,365,255	3,637	$485,907	$1,767,244,481	2,223	$426,303	$947,670,979	4,074	$179,451	$731,082,131	673,000	$279	$188,072,608	665,010	$236	$156,652,727	$4,388,088,182
1-Jan-44	31-Jan-45	126%	1,095	$550,994	$603,338,908	3,637	$490,766	$1,784,916,926	2,223	$430,566	$957,147,689	4,074	$181,245	$738,392,952	673,000	$282	$189,953,335	665,010	$238	$158,219,254	$4,431,969,063
1-Jan-45	31-Jan-46	127%	1,095	$556,504	$609,372,297	3,637	$495,674	$1,802,766,095	2,223	$434,871	$966,719,166	4,074	$183,058	$745,776,881	673,000	$285	$191,852,868	665,010	$240	$159,801,447	$4,476,288,754
1-Jan-46	31-Jan-47	128%	1,095	$562,069	$615,466,020	3,637	$500,631	$1,820,793,756	2,223	$439,220	$976,386,358	4,074	$184,888	$753,234,650	673,000	$288	$193,771,397	665,010	$243	$161,399,461	$4,521,051,642
1-Jan-47	31-Jan-48	130%	1,095	$567,690	$621,620,680	3,637	$505,637	$1,839,001,693	2,223	$443,612	$986,150,221	4,074	$186,737	$760,766,997	673,000	$291	$195,709,111	665,010	$245	$163,013,456	$4,566,262,158
1-Jan-48	31-Jan-49	131%	1,095	$573,367	$627,836,887	3,637	$510,693	$1,857,391,710	2,223	$448,048	$996,011,724	4,074	$188,604	$768,374,667	673,000	$294	$197,666,202	665,010	$248	$164,643,591	$4,611,924,780
1-Jan-49	31-Jan-50	132%	1,095	$579,101	$634,115,256	3,637	$515,800	$1,875,965,627	2,223	$452,529	$1,005,971,841	4,074	$190,491	$776,058,413	673,000	$297	$199,642,864	665,010	$250	$166,290,026	$4,658,044,027
1-Jan-50	31-Jan-51	133%	1,095	$584,892	$640,456,408	3,637	$520,958	$1,894,725,284	2,223	$457,054	$1,016,031,559	4,074	$192,395	$783,818,997	673,000	$300	$201,639,292	665,010	$253	$167,952,927	$4,704,624,468
1-Jan-51	31-Jan-52	135%	1,095	$590,741	$646,860,972	3,637	$526,168	$1,913,672,537	2,223	$461,625	$1,026,191,875	4,074	$194,319	$791,657,187	673,000	$303	$203,655,685	665,010	$255	$169,632,456	$4,751,670,712
1-Jan-52	31-Jan-53	136%	1,095	$596,648	$653,329,582	3,637	$531,430	$1,932,809,262	2,223	$466,241	$1,036,453,794	4,074	$196,263	$799,573,759	673,000	$306	$205,692,242	665,010	$258	$171,328,781	$4,799,187,419
1-Jan-53	31-Jan-54	137%	1,095	$602,615	$659,862,878	3,637	$536,744	$1,952,137,355	2,223	$470,903	$1,046,818,332	4,074	$198,225	$807,569,497	673,000	$309	$207,749,165	665,010	$260	$173,042,068	$4,847,179,294
1-Jan-54	31-Jan-55	139%	1,095	$608,641	$666,461,507	3,637	$542,111	$1,971,658,728	2,223	$475,612	$1,057,286,515	4,074	$200,207	$815,645,192	673,000	$312	$209,826,656	665,010	$263	$174,772,489	$4,895,651,087
1-Jan-55	31-Jan-56	140%	1,095	$614,727	$673,126,122	3,637	$547,532	$1,991,375,315	2,223	$480,369	$1,067,859,380	4,074	$202,210	$823,801,644	673,000	$315	$211,924,923	665,010	$265	$176,520,214	$4,944,607,597
1-Jan-56	31-Jan-57	142%	1,095	$620,874	$679,857,383	3,637	$553,008	$2,011,289,069	2,223	$485,172	$1,078,537,974	4,074	$204,232	$832,039,660	673,000	$318	$214,044,172	665,010	$268	$178,285,416	$4,994,053,673

[1]According to the Collin County Appraisal District, real property taxes are due without penalty as of January 31st in the year following the year in which property is assessed.
[2]Assumes an annual inflation factor of 1.0%.
[3]Unit count estimates as provided by the Developer as of 8.30.21
[4]Provided by Developer per Market Study prepared by Zonda as of July 2021.
[5]See Exhibit C-4 for comparable properties used for estimateing average values per Unit or GSF.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

TIRZ Reinvestment Zone No. ___
Celina, Texas

Exhibit C-3: Projected Incremental Real Property Taxes Available for Debt Service - City of Celina

Tax Year Ending	Bond Year Ending	Inflation Factor[1]	Total Projected Assessed Value	Base Value	Estimated Incremental Value	City of Celina Property Tax Rate (Per $100 A.V.)[2]	Total Incremental Tax Revenues	City of Celina Committed Tax Rate (Per $100 A.V.)[3]	Total Committed Incremental Tax Revenues	TIRZ Increments Retained by the City
31-Jan-22	1-Sep-22	100%	$0	($382,632)	$0	$0.645000	$0	$0.100000	$0	$0
31-Jan-23	1-Sep-23	101%	$0	($382,632)	$0	$0.645000	$0	$0.100000	$0	$0
31-Jan-24	1-Sep-24	102%	$0	($382,632)	$0	$0.645000	$0	$0.100000	$0	$0
31-Jan-25	1-Sep-25	103%	$82,664,230	($382,632)	$82,281,598	$0.645000	$530,716	$0.100000	$82,282	$448,435
31-Jan-26	1-Sep-26	104%	$362,095,978	($382,632)	$361,713,346	$0.645000	$2,333,051	$0.100000	$361,713	$1,971,338
31-Jan-27	1-Sep-27	105%	$628,238,677	($382,632)	$627,856,045	$0.645000	$4,049,671	$0.100000	$627,856	$3,421,815
31-Jan-28	1-Sep-28	106%	$968,885,104	($382,632)	$968,502,472	$0.645000	$6,246,841	$0.100000	$968,502	$5,278,338
31-Jan-29	1-Sep-29	107%	$1,343,296,076	($382,632)	$1,342,913,444	$0.645000	$8,661,792	$0.100000	$1,342,913	$7,318,878
31-Jan-30	1-Sep-30	108%	$1,654,901,140	($382,632)	$1,654,518,508	$0.645000	$10,671,644	$0.100000	$1,654,519	$9,017,126
31-Jan-31	1-Sep-31	109%	$2,051,571,852	($382,632)	$2,051,189,220	$0.645000	$13,230,170	$0.100000	$2,051,189	$11,178,981
31-Jan-32	1-Sep-32	110%	$2,381,917,126	($382,632)	$2,381,534,494	$0.645000	$15,360,897	$0.100000	$2,381,534	$12,979,363
31-Jan-33	1-Sep-33	112%	$2,631,692,518	($382,632)	$2,631,309,886	$0.645000	$16,971,949	$0.100000	$2,631,310	$14,340,639
31-Jan-34	1-Sep-34	113%	$2,955,870,563	($382,632)	$2,955,487,931	$0.645000	$19,062,897	$0.100000	$2,955,488	$16,107,409
31-Jan-35	1-Sep-35	114%	$3,282,290,227	($382,632)	$3,281,907,595	$0.645000	$21,168,304	$0.100000	$3,281,908	$17,886,396
31-Jan-36	1-Sep-36	115%	$3,548,799,044	($382,632)	$3,548,416,412	$0.645000	$22,887,286	$0.100000	$3,548,416	$19,338,869
31-Jan-37	1-Sep-37	116%	$3,874,511,153	($382,632)	$3,874,128,521	$0.645000	$24,988,129	$0.100000	$3,874,129	$21,114,000
31-Jan-38	1-Sep-38	117%	$4,062,100,078	($382,632)	$4,061,717,446	$0.645000	$26,198,078	$0.100000	$4,061,717	$22,136,360
31-Jan-39	1-Sep-39	118%	$4,175,115,339	($382,632)	$4,174,732,707	$0.645000	$26,927,026	$0.100000	$4,174,733	$22,752,293
31-Jan-40	1-Sep-40	120%	$4,216,866,492	($382,632)	$4,216,483,860	$0.645000	$27,196,321	$0.100000	$4,216,484	$22,979,837
31-Jan-41	1-Sep-41	121%	$4,259,035,157	($382,632)	$4,258,652,525	$0.645000	$27,468,309	$0.100000	$4,258,653	$23,209,656
31-Jan-42	1-Sep-42	122%	$4,301,625,509	($382,632)	$4,301,242,877	$0.645000	$27,743,017	$0.100000	$4,301,243	$23,441,774
31-Jan-43	1-Sep-43	123%	$4,344,641,764	($382,632)	$4,344,259,132	$0.645000	$28,020,471	$0.100000	$4,344,259	$23,676,212
31-Jan-44	1-Sep-44	124%	$4,388,088,182	($382,632)	$4,387,705,550	$0.645000	$28,300,701	$0.100000	$4,387,706	$23,912,995
31-Jan-45	1-Sep-45	126%	$4,431,969,063	($382,632)	$4,431,586,431	$0.645000	$28,583,732	$0.100000	$4,431,586	$24,152,146
31-Jan-46	1-Sep-46	127%	$4,476,288,754	($382,632)	$4,475,906,122	$0.645000	$28,869,594	$0.100000	$4,475,906	$24,393,688
31-Jan-47	1-Sep-47	128%	$4,521,051,642	($382,632)	$4,520,669,010	$0.645000	$29,158,315	$0.100000	$4,520,669	$24,637,646
31-Jan-48	1-Sep-48	130%	$4,566,262,158	($382,632)	$4,565,879,526	$0.645000	$29,449,923	$0.100000	$4,565,880	$24,884,043
31-Jan-49	1-Sep-49	131%	$4,611,924,780	($382,632)	$4,611,542,148	$0.645000	$29,744,447	$0.100000	$4,611,542	$25,132,905
31-Jan-50	1-Sep-50	132%	$4,658,044,027	($382,632)	$4,657,661,395	$0.645000	$30,041,916	$0.100000	$4,657,661	$25,384,255
31-Jan-51	1-Sep-51	133%	$4,704,624,468	($382,632)	$4,704,241,836	$0.645000	$30,342,360	$0.100000	$4,704,242	$25,638,118
31-Jan-52	1-Sep-52	135%	$4,751,670,712	($382,632)	$4,751,288,080	$0.645000	$30,645,808	$0.100000	$4,751,288	$25,894,520
31-Jan-53	1-Sep-53	136%	$4,799,187,419	($382,632)	$4,798,804,787	$0.645000	$30,952,291	$0.100000	$4,798,805	$26,153,486
31-Jan-54	1-Sep-54	137%	$4,847,179,294	($382,632)	$4,846,796,662	$0.645000	$31,261,838	$0.100000	$4,846,797	$26,415,042
31-Jan-55	1-Sep-55	139%	$4,895,651,087	($382,632)	$4,895,268,455	$0.645000	$31,574,482	$0.100000	$4,623,351	$26,951,130
31-Jan-56	1-Sep-56	140%	$4,944,607,597	($382,632)	$4,944,224,965	$0.645000	$31,890,251	$0.100000	$0	$31,890,251
31-Jan-57	1-Sep-57	142%	$4,994,053,673	($382,632)	$4,993,671,041	$0.645000	$32,209,178	$0.100000	$0	$32,209,178
Total							**$752,741,406**		**$106,494,281**	**$646,247,125**

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31-Aug-21

[1]Assumes an annual inflation factor of 1.0%.

[2]Represents the City of Celina real property tax rate for tax year 2020. Source: Collin County Tax Assessor-Collector.

[3]Represents the committed tax rate for TIRZ contribution by the City of Celina.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Exhbit C-4: Calculation of Market Value - Comparables (Retail/Office/Multi-Family)[1]

Property Type	Account Identifier	Year Built	Class	Address	Municipality	County	Distance (Miles)	Assessed Value - 2021 Land	Improvement	Total	Improvement Area GSF	Units	Acres	Assessed Value Per GSF	Unit	Land Assessed Value Per GSF	Unit
Multi-Family																	
The Travis	697005	2019	-	900 Gordon Heights Ln	Frisco	Denton	15	$2,123,267	$45,353,455	47,476,722	406,229	345	7.50	$117	$137,614	$5	$6,154
Newman Village	714503	2019	-	4444 Felix Way	Frisco	Denton	15	$3,990,967	$43,204,440	47,195,407	366,732	300	15.10	$129	$157,318	$11	$13,303
The Mansions 3Eighty	706734	2015	-	26850 E U.S. 380	Little Elm	Denton	15	$14,973,655	$57,510,585	72,484,240	444,118	431	63.66	$163	$168,177	$34	$34,742
The Estates 3Eighty	757971	2015	-	27040 E U.S. 380	Little Elm	Denton	15	$10,688,927	$37,011,073	47,700,000	352,554	420	30.67	$135	$113,571	$30	$25,450
Average value per GSF/unit														$136	***$144,170***	$20	$19,912
Office																	
Office 1	2830931	2020	B	2250 E Prosper Trl	Prosper	Collin	10	$531,868	$1,084,748	$1,616,616	9,903	-	1.11	$163	-	$54	-
Office 2	2759604	2017	B	301 S Coleman St	Prosper	Collin	10	$212,189	$1,537,811	$1,750,000	7,253	-	0.61	$241	-	$29	-
Office 3	2806628	2019	B	322 W Walnut St	Celina	Collin	3	$151,589	$1,751,770	$1,903,359	12,585	-	0.29	$151	-	$12	-
Office 4	2743114	2017	B	130 N Preston Rd	Prosper	Collin	10	$544,326	$7,438,122	$7,982,448	39,666	-	1.56	$201	-	$14	-
Average value per GSF														***$189***		$27	
Retail																	
Shopping Center 1	2628270	2006	B	1180 E Prosper Trl	Prosper	Collin	9	$815,443	$1,724,457	$2,539,900	10,350	-	1.04	$245	-	$79	-
Shopping Center 2	2742824	2015	B	1061 N Coleman St	Prosper	Collin	10	$1,527,214	$8,110,179	$9,637,393	37,310	-	3.51	$258	-	$41	-
Shopping Center 3	2811796	2019	B	2281 E University Dr	Prosper	Collin	13	$928,786	$1,663,384	$2,592,170	14,706	-	1.52	$176	-	$63	-
Shopping Center 4	2629149	2006	B	170 N Preston Rd	Prosper	Collin	10	$574,992	$1,573,279	$2,148,271	9,851	-	1.32	$218	-	$58	-
Average value per GSF														***$225***		$60	

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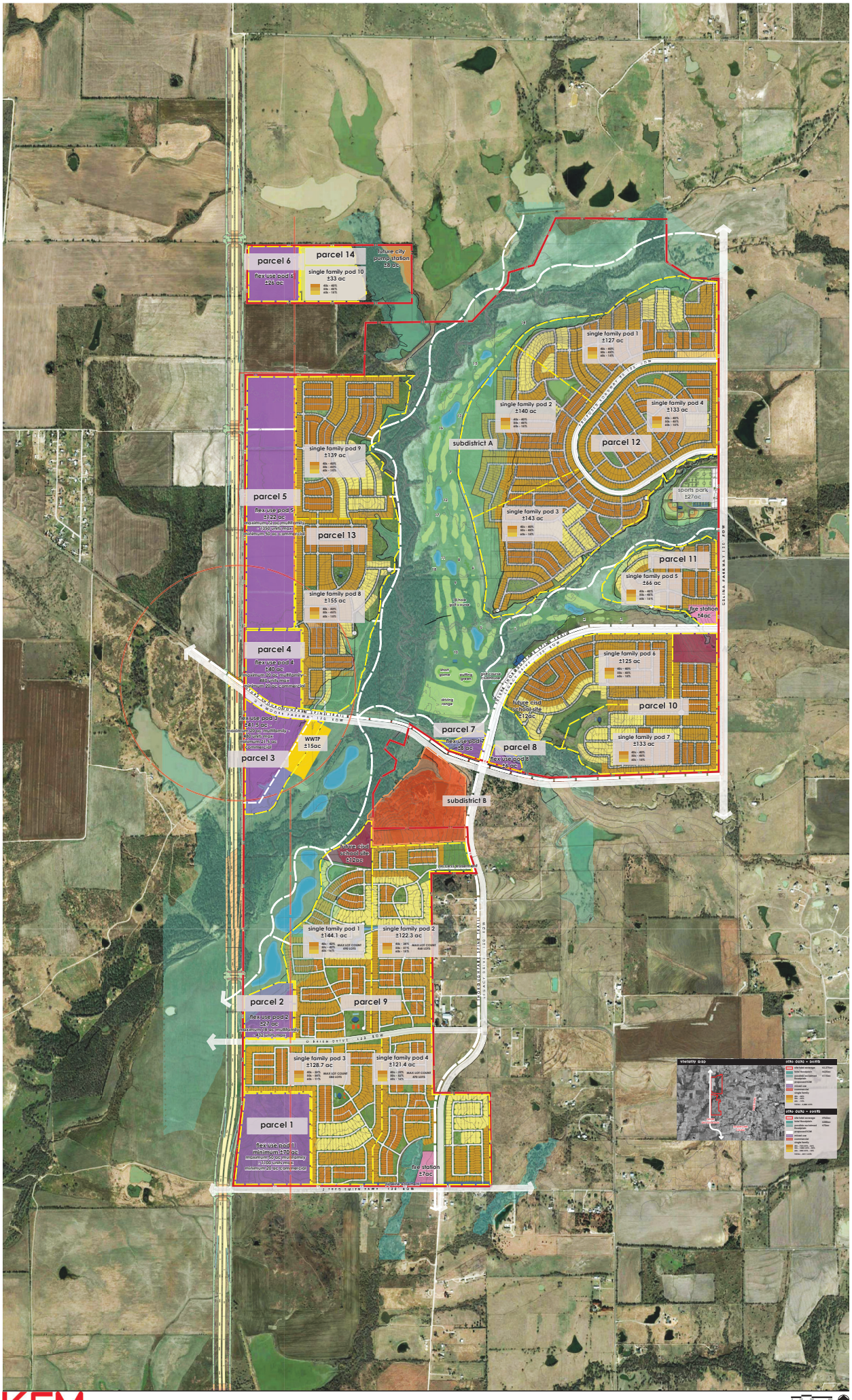
[1]Information illustrated for each property based on information provided by Collin County Appraisal District online records. Average value is calculated for each type of development.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

EXHIBIT D
MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)



KFM ENGINEERING & DESIGN

DYNAVEST
ILLUSTRATIVE CONCEPT PLAN

Packe

EXHIBIT E
LIST OF PARCELS IN THE ZONE

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

TIRZ Reinvestment Zone No. ___
Celina, Texas

Exhibit E: Parcels in the Zone

Property ID	Owner	Property Address	Value As Of[1]	Tract Acres	Total Assessed Value[2]		
					Market Value	Ag Reduction	Assessed Value
1010391	Dynavest Joint Venture	-	January 1, 2021	175.67	$3,162,060	($3,140,027)	$22,033
1003835	Dynavest Joint Venture	-	January 1, 2021	516.03	$9,288,508	($9,224,373)	$64,135
993045	Dynavest Joint Venture	-	January 1, 2021	109.25	$1,966,500	($1,952,008)	$14,492
1156992	Dynavest Joint Venture	-	January 1, 2021	7.42	$133,560	($132,788)	$772
1096708	Dynavest Joint Venture	-	January 1, 2021	5.78	$104,040	($103,428)	$612
2121192	Dynavest Joint Venture	-	January 1, 2021	24.86	$447,480	($444,155)	$3,325
1010373	Dynavest Joint Venture	-	January 1, 2021	80.38	$1,446,840	($1,437,549)	$9,291
1014315	Dynavest Joint Venture	-	January 1, 2021	35.00	$630,000	($625,611)	$4,389
1014324	Dynavest Joint Venture	-	January 1, 2021	39.47	$710,460	($705,510)	$4,950
997201	Dynavest Joint Venture	-	January 1, 2021	161.91	$2,914,380	($2,894,074)	$20,306
1014440	Dynavest Joint Venture	-	January 1, 2021	71.75	$1,291,500	($1,282,476)	$9,024
993054	Dynavest Joint Venture	-	January 1, 2021	217.54	$3,915,720	($3,888,437)	$27,283
989700	Dynavest Joint Venture	-	January 1, 2021	160.00	$2,880,000	($2,859,933)	$20,067
2575347	Dynavest Joint Venture	-	January 1, 2021	309.73	$5,576,034	($5,542,602)	$33,432
989345	Dynavest Joint Venture	-	January 1, 2021	206.70	$3,720,600	($3,694,675)	$25,925
989336	Dynavest Joint Venture	-	January 1, 2021	146.08	$2,629,440	($2,611,118)	$18,322
990967	Dynavest Joint Venture	-	January 1, 2021	642.79	$11,570,274	($11,489,654)	$80,620
984956	Dynavest Joint Venture	-	January 1, 2021	92.52	$1,665,391	($1,655,698)	$9,693
985660	Dynavest Joint Venture	-	January 1, 2021	19.75	$355,500	($353,023)	$2,477
2575351	Dynavest Joint Venture	-	January 1, 2021	10.58	$190,440	($189,340)	$1,100
1695945	Dynavest Joint Venture	-	January 1, 2021	0.83	$14,980	($14,841)	$139
995178	Dynavest Joint Venture	-	January 1, 2021	1.71	$30,780	($30,565)	$215
995089	Dynavest Joint Venture	-	January 1, 2021	37.97	$683,532	($679,441)	$4,091
989372	Dynavest Joint Venture	-	January 1, 2021	6.50	$117,000	($116,300)	$700
984938	Dynavest Joint Venture	-	January 1, 2021	50.50	$909,043	($903,804)	$5,239
Total				**3,130.732**	**$56,354,062**	**($55,971,430)**	**$382,632**

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31-Aug-21

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

EXHIBIT F
PROJECT COSTS AND TIRZ CONTRIBUTION SUMMARY

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Exhibit F
Project Costs and TIRZ Contributon Summary

Description	Estimated Cost
Economic Development Grant	$106,494,281

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

EXHIBIT G
CURRENT APPRAISED VALUE OF THE ZONE

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

TIRZ Reinvestment Zone No. ___
Celina, Texas

Exhibit G: Base Value

Property ID	Owner	Property Address	Value As Of[1]	Tract Acres	Total Assessed Value[2]		
					Market Value	Ag Reduction	Assessed Value
1010391	Dynavest Joint Venture	-	January 1, 2021	175.67	$3,162,060	($3,140,027)	$22,033
1003835	Dynavest Joint Venture	-	January 1, 2021	516.03	$9,288,508	($9,224,373)	$64,135
993045	Dynavest Joint Venture	-	January 1, 2021	109.25	$1,966,500	($1,952,008)	$14,492
1156992	Dynavest Joint Venture	-	January 1, 2021	7.42	$133,560	($132,788)	$772
1096708	Dynavest Joint Venture	-	January 1, 2021	5.78	$104,040	($103,428)	$612
2121192	Dynavest Joint Venture	-	January 1, 2021	24.86	$447,480	($444,155)	$3,325
1010373	Dynavest Joint Venture	-	January 1, 2021	80.38	$1,446,840	($1,437,549)	$9,291
1014315	Dynavest Joint Venture	-	January 1, 2021	35.00	$630,000	($625,611)	$4,389
1014324	Dynavest Joint Venture	-	January 1, 2021	39.47	$710,460	($705,510)	$4,950
997201	Dynavest Joint Venture	-	January 1, 2021	161.91	$2,914,380	($2,894,074)	$20,306
1014440	Dynavest Joint Venture	-	January 1, 2021	71.75	$1,291,500	($1,282,476)	$9,024
993054	Dynavest Joint Venture	-	January 1, 2021	217.54	$3,915,720	($3,888,437)	$27,283
989700	Dynavest Joint Venture	-	January 1, 2021	160.00	$2,880,000	($2,859,933)	$20,067
2575347	Dynavest Joint Venture	-	January 1, 2021	309.73	$5,576,034	($5,542,602)	$33,432
989345	Dynavest Joint Venture	-	January 1, 2021	206.70	$3,720,600	($3,694,675)	$25,925
989336	Dynavest Joint Venture	-	January 1, 2021	146.08	$2,629,440	($2,611,118)	$18,322
990967	Dynavest Joint Venture	-	January 1, 2021	642.79	$11,570,274	($11,489,654)	$80,620
984956	Dynavest Joint Venture	-	January 1, 2021	92.52	$1,665,391	($1,655,698)	$9,693
985660	Dynavest Joint Venture	-	January 1, 2021	19.75	$355,500	($353,023)	$2,477
2575351	Dynavest Joint Venture	-	January 1, 2021	10.58	$190,440	($189,340)	$1,100
1695945	Dynavest Joint Venture	-	January 1, 2021	0.83	$14,980	($14,841)	$139
995178	Dynavest Joint Venture	-	January 1, 2021	1.71	$30,780	($30,565)	$215
995089	Dynavest Joint Venture	-	January 1, 2021	37.97	$683,532	($679,441)	$4,091
989372	Dynavest Joint Venture	-	January 1, 2021	6.50	$117,000	($116,300)	$700
984938	Dynavest Joint Venture	-	January 1, 2021	50.50	$909,043	($903,804)	$5,239
Total				**3,130.732**	**$56,354,062**	**($55,971,430)**	**$382,632**

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31-Aug-21

[1]Assumes the Tax Increment Reinvestment Zone is created in 2021. As a result, the base value will be based on the assessed value as of January 1, 2021.

[2]According to the Collin County Appraisal District records.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

EXHIBIT H
ZONING ORDINANCE

CITY OF CELINA, TEXAS

ORDINANCE 2021-67
DYNAVEST

AN AMENDMENT TO PLANNED DEVELOPMENT #117
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 3,150 ACRES LOCATED IN THE JONATHAN HOWARD SURVEY, ABSTRACT NO. A-442, THE JOHN DAVIS SURVEY, ABRSTRACT NO. 254, THE JAMES CUMBIA SURVEY, ABSTRACT NO. 242, THE ELIAS ALEXANDER SURVEY, ABSTRACT NO. 19, THE JOAB H. BIGSS SURVEY, ABSTRACT NO. 51, THE JEREMIAH QUEEN SURVEY, ABSTRACT NO. 733, THE J.K. WORRALL SURVEY, ABSTRACT NO. 1036, THE S.A. AND M.G. RR CO. SURVEY, ABSTRACT NO 131, THE HENRY COCHRAN SURVEY, ABSTRACT NO. 192, THE STILLMAN B. RICE SURVEY, ABSTRACT NO. 1054, THE J.F. SMILEY SURVEY, ABSTRACT NO. 869, THE J.W. HAYNES SURVEY, ABSTRACT NO. 435, THE A.H. GEE SURVEY, ABSTRACT NO. 1104, THE JEREMIAH QUEEN SURVEY, ABSTRACT NO. 1111, THE HENRY COCHRAN SURVEY, ABSTRACT NO. 191, THE J. RAGSDALE SURVEY, ABSTRACT NO. 735, AND THE GERMAN EMIGRATION CO., ABSTRACT NUMBER 365, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF J FRED SMITH PARKWAY, WEST OF CELINA PARKWAY, EAST OF DALLAS PARKWAY, AND SOUTH OF MARILEE ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND "PD" PLANNED DEVELOPMENT DISTRICT NO. 117; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in September 2020 and amended in May 2021 which outlined the annexation and zoning; and

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan, Open Space Plan, and Development Regulations, set forth in Exhibit "C", "D", and "E," respectively, attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, this ordinance repeals Ordinance 2005-68 for Cow Mountain, the same being Planned Development #19.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to amend "PD" Planned Development District No. 117 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Open Space Plan
Exhibit E:	Development Regulations

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 117, and incorporates the Concept Plan, Open Space Plan, and Development Regulations, attached hereto as Exhibit "C", "D", and "E," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

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.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of August, 2021.

Mindy Koehne, Mayor Pro Tem
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

THE CITY OF CELINA TEXAS

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Exhibit A
Legal Description

LEGAL DESCRIPTION

Being that certain 94.525 tract of land situated in the Jonathan Howard Survey, A-442, and the John Davis Survey, Abstract-254, both in Collin County, Texas, being a part of that certain called 100.474 acre tract of land described in the deed to Dynavest Joint Venture recorded in Volume 2288, Page 119, Deed Records, Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at the Northeast corner of the tract being described herein at a 1/2-inch iron rod at the Northeast corner of said 100.474 acre tract, same being an angle point of a 947.705 acre tract described the deed to Jody Furlong recorded in Instrument No. 20180828001079900 of the Official Public Records of Collin County, Texas;

THENCE S00°41'47"E, with the East line of said 100.474 acre tract, same being the West line of said 947.705 acre tract, a distance of 1192.20 feet to 5/8-inch iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set)

THENCE S89°50'48"W, with the South line of 100.474 acre tract, same being the North line of said remainder of 100 acre tract of described in the deed to Marvin L. Bunch, or Linda K. Rodgers, Trustee of the Bunch Living Trust recorded in Volume 5843, Page 1120 of the Deed Records of Collin County, Texas, a distance of 3435.53 feet to a capped iron rod set in the the East right-of-way line of the Dallas North Tollway same being the East line of a tract of land described as County Road Parcel 42-9 NBSR-2 conveyed to North Texas Tollway Authority in deed of record in Document No. 20200720011269300, Official Public Records of Collin County, Texas;

THENCE N00°26'50"E, with the East right-of-way line of the Dallas North Tollway, same being the East line of the tract of land described as County Road Parcel 42-9 NBSR-2 conveyed to North Texas Tollway Authority, a distance of 1213.34 feet to a capped iron rod set, from which a found nail near the Northwest corner of the 100.474 acre tract bears, N89°47'54"W a distance of 169.56 feet;

THENCE S89°47'54"E, with the North line of the 100.474 acre tract, same being the West line of the 947.705 acre tract a distance of 3411.58 feet to the POINT OF BEGINNING and containing 94.525 acres of land.

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

94.525 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

06/29/2021

Robert Glen Maloy — Texas R.P.L.S. No. 6028

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X:\2021\21-0195\Dwg\21-0195 Zoning Notes North Tract 1.dwg

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

LEGAL DESCRIPTION

Being a 2142.401 acre tract of land situated in the John Davis Survey Abstract No. 254, the James Cumbia Survey Abstract No. 242, the Elias Alexander Survey Abstract No. 19, the Joab H. Bigss Survey Abstract No. 51, the Jeremiah Queen Survey, Abstract No. 733, the J.K. Worrall Survey Abstract No. 1036, the S.A. and M.G. RR Co. Survey, Abstract No. 876, the Phineas Newsom Survey, Abstract No. 665, the B.B.B. and C. RR Co. Survey Abstract No. 131, the Henry Cochran Survey Abstract No. 192, the Stillman B. Rice Survey Abstract No. 1054 and the J.F. Smiley Survey Abstract No. 869, being all of a called 161.910 acre tract of land described as Tract No. 2, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 125, Deed Records of Collin County, Texas, all of a called 1215.843 acre tract of land, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 110, said Deed Records, the remainder of a called 218.360 acre tract of land described as Tract No. 1, as conveyed to Dynavest Joint Ventures by deed of record in Volume 228, Page 125, said Deed Records, and the remainder of a called 579.400 acre tract of land described as Tract II, as conveyed in the deed to Dynavest Joint Ventures by deed of record in Volume 2288, Page 119, said Deed Records, and being more particularly described as follows:

BEGINNING at an iron pipe found for the southeast corner of said 161.910 acre tract, common to a salient corner in the west line of a called 66.862 acre tract of land described as Tract 1, as conveyed to Pilatus Investments, LLC, by deed of record in Instrument No. 20210325000595590, Official Public Records of Collin County, Texas, and in the northerly line of a called 174.64 acre tract of land described as Tract 5, as conveyed to Ownsby 1880 Farms, LTD, by deed of record in Volume 4332, Page 1047, Real Property Records of Collin County, Texas;

THENCE S88°58'02"W, with the southerly line of said 161.910 acre tract and the northerly line of said 174.64 acre tract, a distance of 3875.51 feet to an iron rod with a cap found for the Southwest corner of said 161.910 acre tract, common to the northwest corner of said 174.64 acre tract and in an easterly line of said 1215.843 acre tract;

THENCE S01°04'44"E, with the easterly line of said 1215.843 acre tract and the westerly line of said 174.64 acre tract, a distance of 63.89 feet to an iron rod with a cap found for the most southerly southeast corner of said 1215.843 acre tract;

THENCE N73°55'39"W, with a southerly line of said 1215.843 acre tract, passing the southwest corner of said 1215.843 acre tract, common to the southeast corner of southeast corner of said 218.360 acre tract, continuing on said course with the southerly line of said 218.360 acre tract a total distance of 1830.27 feet to an iron rod with a cap found for a salient corner in the southerly line of said 218.360 acre tract and in the northeasterly right-of-way line of F.M. Highway 455;

THENCE with the southerly line of said 218.360 acre tract and the northeasterly right-of-way line of said F.M. Highway 455, the following Three (3) courses:

1. N16°00'52"E, a distance of 40.00 feet to an iron rod with a cap found for corner;
2. N74°36'15"W, a distance of 192.09 feet to a point for corner;
3. N51°44'59"W, passing at a distance of 8.26 feet an iron rod with a cap found, continuing on said course, a total distance of 626.29 feet to 5/8-inch iron rod with a cap stamped "Landpoint" set (hereinafter referred to as capped iron rod set) at the southeast corner of a tract of land described as Parcel 1, as conveyed to State of Texas by deed of record in Instrument No. 2005-0062934, said Official Public Records;

THENCE continuing with the northeasterly right-of-way line of said F.M. Highway 455 and the northeasterly line of said Parcel 1, the following Nine (9) courses:

1. N38°19'50"E, a distance of 10.12 feet to a capped iron rod set for corner;
2. N47°51'38"W, a distance of 256.41 feet to a capped iron rod set for at the beginning of non-tangential curve the left;
3. Along said non-tangential curve to the left having a radius of 1,130.00 feet, an arc length of 538.88 feet, a delta angle of 27°19'24", a chord bearing of N69°47'57"W, and a distance of 533.79 feet to a 1/2-inch iron rod found at a 6-inch wood right-of-way monument for the point of tangency;
4. N83°27'41"W, a distance of 899.11 feet to capped iron rod set for corner;
5. S87°25'43"W, a distance of 255.47 feet to a point of non-tangency;
6. North 89°00'54" West, 83.16 feet to a capped iron rod set for at the beginning of tangential curve the right;
7. Along said tangential curve to the right having a radius of 1545.00 feet, a delta angle of 05°34'44", a chord bearing of N86°11'32"W, and a distance of 150.38 feet to a capped iron rod set for the point of tangency;
8. N83°24'10"W, a distance of 111.05 feet to a capped iron rod set for corner;
9. S06°40'13"W, a distance of 10.03 feet to a capped iron rod set for the southwest corner of said Parcel 1;

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

06/29/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

2142.401 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

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Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

LEGAL DESCRIPTION (continued)

THENCE continuing with the northeasterly right-of-way line of said F.M. Highway 455, the following Three (3) courses:

1. N83°19'47"W, a distance of 825.41 feet to an iron rod with a cap stamped "Adams" found at the beginning of a tangential curve to the right;
2. Along said tangential curve to the right having a radius of 528.70 feet, a delta angle of 30°24'00", an arc length of 280.52 feet, a chord bearing of N68°07'47"E, and a distance of 277.24 feet to an iron rod with a cap stamped "Adams" found for the point of tangency
3. N52°56'37"W, a distance of 457.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "North Texas Tollway Authority" found at the intersection of the easterly right-of-way line of the North Texas Tollway Authority County Road Parcel 42-9 NBSR-1 conveyed by instrument of record in Document No. 20200720001126930, Official Public Records, Collin County, Texas and the northerly right-of-way line of said F.M. Highway 455;

THENCE N17°47'09" W, with the easterly right-of-way line of said North Texas Tollway Authority County Road Parcel 42-9 NBSR-1, a distance of 169.29 feet to a 5/8-inch iron rod with an aluminum cap stamped "North Texas Tollway Authority" found for corner;

THENCE N00°26'50"E, continuing with the easterly right-of-way line of said North Texas Tollway Authority County Road Parcel 42-9 NBSR-1, a distance of 6,459.92 feet to a capped iron rod set for the northeast corner of said Parcel 42-9 NBSR-1 in a northerly line of said 579.400 acre tract and in the southerly line of a called 100 acre tract of land as conveyed to Marvin L. Bunch or Linda K. Rodgers, Trustee of the Bunch Living Trust, by deed of record in Volume 5843, Page 1120, said Deed Records

THENCE S89°30'00" East, with the northerly line of said 579.400 acre tract and the southerly line of said 100 acre tract, a distance of 2,476.57 feet to an iron rod with a cap found for corner;

THENCE N00°46'50"E, with a westerly line of said 579.400 acre tract and an easterly line of said 100 acre tract, a distance of 1,013.39 feet to an iron rod with a cap found for corner;

THENCE N89°53'37"E, with a northerly line of said 579.400 acre tract and a southerly line of said 100 acre tract, passing the southeast corner of said 100 acre tract, continuing on said course, a total distance of 1,884.13 feet to a 1/2-inch iron rod found for the northeast corner of said 579.400 acre tract, common to the northwest corner of said 1215.843 acre tract;

THENCE with the northerly line of said 1215.843 acre tract, the following Twelve (12) courses:

1. N89°01'13"E, a distance of 307.00 feet to a capped iron rod set;
2. N42°11'13"E, a distance of 694.59 feet to a capped iron rod set;
3. N48°56'13"E, a distance of 413.26 feet to 1/2-inch iron rod found;
4. N10°35'01"E, a distance of 275.42 feet to a capped iron rod set;
5. N74°49'01"E, a distance of 212.62 feet to a capped iron rod set;
6. N65°47'01"E, a distance of 282.00 feet to a 1/2-inch iron rod found;
7. N27°33'05" East, a distance of 1,073.55 feet to a capped iron rod set;
8. S87°13'55" East, a distance of 263.52 feet to a capped iron rod set;
9. S89°13'55" East, a distance of 127.00 feet to a capped iron rod set;
10. N89°38'05" East, a distance of 560.00 feet to a capped iron rod set;
11. N88°26'05" East, a distance of 917.00 feet to a capped iron rod set;
12. S86°02'55" East, a distance of 411.00 feet to nail found in County Road 58 for the northeast corner of said 1215.843 acre tract in the westerly line of a called 704.855 acre tract of land described as Tract 4, as conveyed to Rasor Family Ranch, LP, by deed of record recorded in Instrument No. 20071231001718360, said Official Public Records;

THENCE with the common lines of said 1215.843 acre tract and said 704.855 acre tract, the following Three (3) courses:

1. S01°39'02"E, in said County Road 58, a distance of 886.80 feet to an iron rod with a cap found for corner;
2. S56°53'31"E, continuing in said County Road 58, a distance of 657.24 feet to an iron rod with a cap found for corner;
3. S89°45'11"E, a distance of 627.65 feet to a 1/2-inch iron rod found for the eastern most northeast corner of said 1215.843 acre tract, common to the northwest corner of a called 115.412 acre tract of land described as Tract I, as conveyed to John Gough Rasor and Carl Cleveland Rasor, by deed of record in Volume 4337, Page 762, said Real Property Records;

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

06/29/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

2142.401 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

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Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

LEGAL DESCRIPTION (continued)

THENCE with the easterly line of said 1215.843 acre tract, the following Six (6) courses:

1. S01°19'43"W, a distance of 529.15 feet to a nail found in said County Road 58;
2. S00°48'42"W, continuing in said County Road 58 with the westerly lines of said 115.412 acre tract and a called 41.202 acre tract of land, as conveyed to Dallas Celina Land Partners LLC, by deed of record in Instrument No. 20080516000595410, said Official Public Records, passing at a distance of 3181.45 feet a 1/2-inch iron rod found for the southwest corner of said 41.202 acre tract, common to the northwest corner of a called 20.000 acre tract of land, as conveyed to Dani Home LLC, by deed of record in Instrument No. 20200116000071410, said Official Public Records, continuing on said course with the westerly line of said 20.000 acre tract, passing at a distance of 3614.89 feet a 1/2-inch iron rod found for the southwest corner of said 20.000 acre tract, common to the northwest corner of a called 20.707 acre tract of land, as conveyed to Shah Safi and Lailuma Safi, husband and wife, and Homayun Saif, by deed of record in Instrument No. 20100803000797400, said Official Public Records, continuing on said course with the westerly line of said 20.707 acre tract, a total distance of 3,775.00 feet to a nail set;
3. S01°03'35"W, continuing in said County Road 58, with the westerly line of said 20.707 acre tract, passing a 1/2-inch iron rod found at a distance of 282.20 feet for the southwest corner of said 20.707 acre tract, common to the northwest corner of a called 22.57 acre tract of land, as conveyed to Molly Ann Huie, by deed of record in Instrument No. 20110531000556580, said Official Public Records, continuing on said course with the westerly line of said 22.57 acre tract, continuing on course with the westerly line of said 22.57 acre tract, a total distance of 500.00 feet to a capped iron rod set on the south side of said County Road 58 for the western-most southwest corner of said 22.57 acre tract, common to the northwest corner of a called 19.274 acre tract of land, as conveyed to Ramon L. Carvajal, by deed of record in Volume 3484, Page 240, said Deed Records;
4. S00°49'35"W, with the 19.274 acre tract, a distance of 271.50 feet to a capped iron rod set;
5. S01°34'34"E, continuing with the westerly line of said 19.274 acre tract, a distance of 559.27 feet to an iron with a cap found for a salient corner in the easterly line of said 1215.843 acre tract, common to a re-entrant corner of said 19.274 acre tract;
6. N89°47'43"W, continuing with the westerly line of said 19.274 acre tract, a distance of 66.05 feet to an iron rod with a cap found for a re-entrant corner of said 1215.843 acre tract, common to a salient corner of said 19.274 acre tract;

THENCE S00°46'36"E, continuing with the westerly line of said 19.274 acre tract, at a distance of 271.42 feet passing an iron pipe found for the southwest corner of said 19.274 acre tract, common to the northwest corner of a called 155.26 acre tract of land described as Exhibit A-B, as conveyed to LMR Holdings, LTD, by deed of record in Instrument No. 20090213000158800, said Official Public Records, continuing on said course with the westerly line of said 155.26 acre tract, passing the eastern-most southeast corner of said 1215.843 acre tract, common to the northeast corner of said 161.910 are tract, continuing on said course with the easterly line of said 161.910 acre tract, a total distance of 3,152.31 feet to a 1/2-inch iron rod found for the southwest corner of said 155.26 acre tract, common to the northwest corner of said 66.862 acre tract;

THENCE S02°06'34"E, continuing with the easterly line of said 161.910 acre tract and with the westerly line of said 66.862 acre tract, a distance of 1,548.60 feet to the POINT OF BEGINNING and containing 2142.401 acres of land.

2142.401 ACRE TRACT OF LAND IN THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision, no survey was made on the ground and is based on recorded deeds only for a political subdivision.

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Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

LEGAL DESCRIPTION

Being all that certain 912.940 acre tract or parcel of land situated in the James Cumba Survey, Abstract No. 242, the J.W. Haynes Survey, Abstract No. 453, the Jeremiah Queen Survey, Abstract No. 733, the A.H. Gee Survey, Abstract No. 1104, the Jeremiah Queen Survey, Abstract No. 1111, the H. Cochran Survey, Abstract No. 191, the J. Ragsdale Survey, Abstract No. 735 and the German Emigration Co., Abstract No. 356, Collin County, Texas, being a part of that certain called 957.743 acre tract of land described in the deed to Dynavest joint Venture, recorded in Volume 2228, Page 1114, Deed Records, Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at the Southeast corner of the tract being described herein at a railroad spike found in the approximate centerline of County Road 9 same being the north line of that certain called 12.01 acre tract of land described in the deed to Scot H. McDonald and Jill C. McDonald, recorded in Volume 4389, Page 4489, Deed Records, Collin County, Texas, from which a 1/2-inch iron rod found 30 feet north of the intersection of the centerline of County Road 9 and the west right-of-way line of F.M. Hwy 455 bears, N88°46'55"E a distance of 2532.11 feet;

THENCE S89°45'01"W, a distance of 5375.00 feet to a point for the Southwest corner of said tract herein described;

THENCE N00°25'04"E, a distance of 32.89 feet to a point for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 684.70 feet, a central angle of 07°05'39", a radius of 5530.00 feet and a chord that bears N03°56'53"E, a distance of 684.26 feet to a point at the end of said curve;

THENCE N07°29'26"E, a distance of 911.82 feet to a point for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 725.80 feet, a central angle of 07°00'46", a radius of 5929.99 feet and a chord that bears N03°58'30"E, a distance of 725.35 feet to a point at the end of said curve;

THENCE N00°24'17"E, a distance of 7981.16 feet to a point for the Northwest corner of said tract herein described;

THENCE N48°06'14"E, a distance of 63.35 feet to a point for corner;

THENCE S52°54'18"E, a distance of 397.11 feet to a point for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 329.19 feet, a central angle of 30°29'08", a radius of 618.70 feet and a chord that bears S68°08'52"E, a distance of 325.33 feet to a point at the end of said curve;
THENCE S83°19'47"E, a distance of 777.84 feet to a point for corner;

THENCE S83°18'24"E, a distance of 1453.60 feet to a point for the beginning on a curve to the right;

THENCE with said curve to the right, an arc length of 237.45 feet, a central angle of 10°39'00", a radius of 1277.43 feet and a chord that bears S77°59'38"E, a distance of 237.10 feet to a point at the end of said curve;

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

THENCE S72°40'08"E, a distance of 137.81 feet to a point for the most Northerly Northeast corner of said tract herein described;

THENCE S17°13'41"W, a distance of 100.82 feet to a point for corner;

THENCE S40°37'27"W, a distance of 414.21 feet to a point for corner;

THENCE S50°02'12"E, a distance of 174.16 feet to a point for corner;

THENCE S04°21'15"E, a distance of 103.17 feet to a point for corner;

THENCE S53°17'03"W, a distance of 256.14 feet to a point for corner;

THENCE S23°26'44"W, a distance of 269.21 feet to a point for corner;

THENCE S65°50'33"E, a distance of 178.82 feet to a point for corner;

THENCE S04°43'47"E, a distance of 193.80 feet to a point for corner;

THENCE S50°43'48"W, a distance of 169.49 feet to a point for corner;

THENCE S87°42'51"W, a distance of 172.47 feet to a point for corner;

THENCE S00°30'19"W, a distance of 762.96 feet to a point for corner;

THENCE N86°48'56"E, a distance of 1465.45 feet to a point for corner;

THENCE N89°21'10"E, a distance of 524.04 feet to a point for the most Easterly Northeast corner of said tract herein described, said point being in a curve to the left;

THENCE S03°11'58"W a distance of 40.85 feet to a point for corner;

THENCE with said curve to the left, an arc length of 569.36 fee, a central angle of 22°04'50", a radius of 1477.39 feet and a chord that bears S07°50'27"E, a distance of 565.84 feet to a point at the end of said curve;

THENCE S18°51'52"E, a distance of 357.17 feet to a point for corner;

THENCE S89°27'53"W, a distance of 974.48 feet to a point for corner;

THENCE S00°17'11"E, a distance of 1724.68 feet to a point for corner;

THENCE S00°56'38"E, a distance of 2951.35 feet to a point for corner;

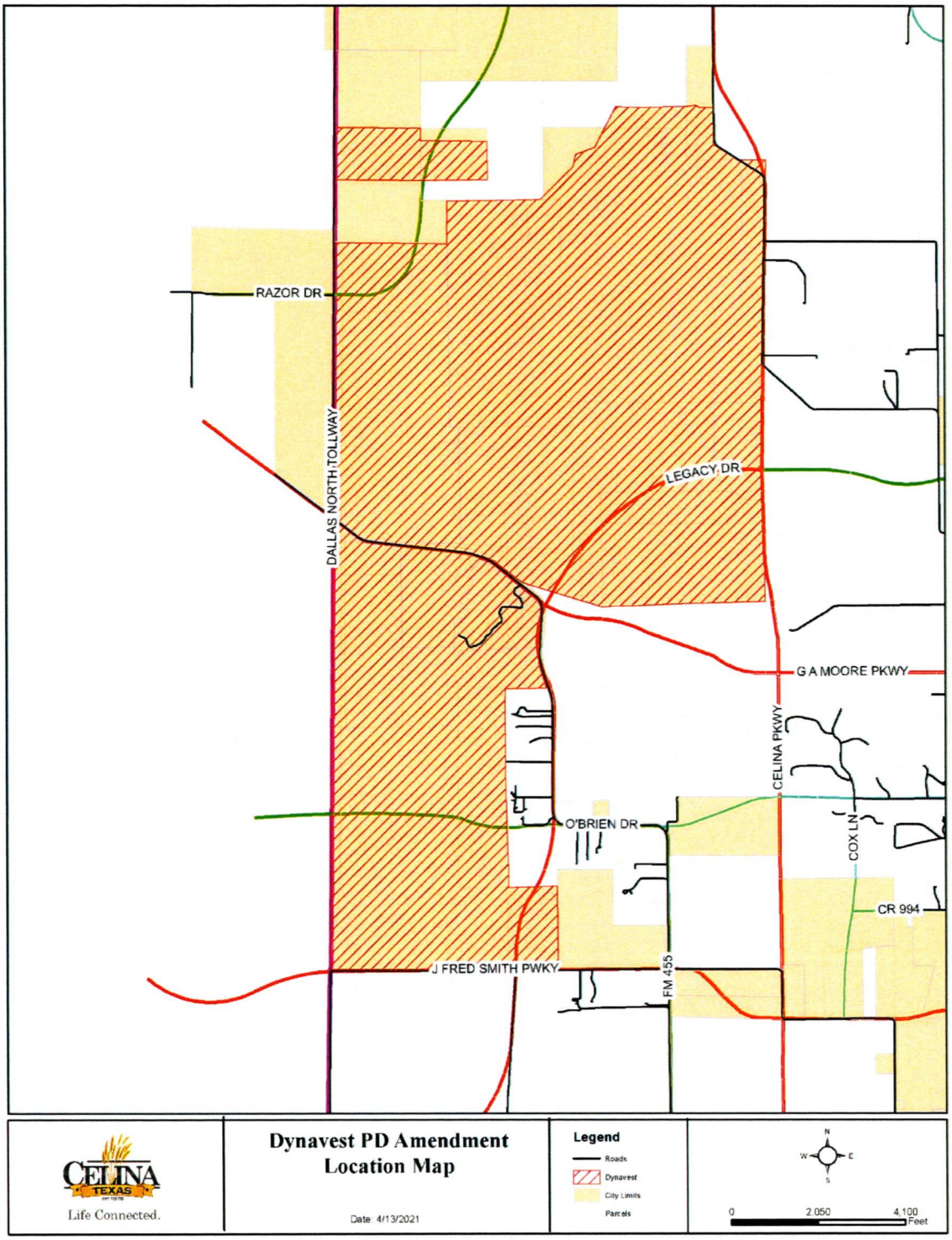
Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

THENCE N88°16'05"E, a distance of 1147.55 feet to a point for corner;

THENCE S01°29'07"E, a distance of 1961.95 feet to the POINT OF BEGINNING and containing 912.940 acres of land.

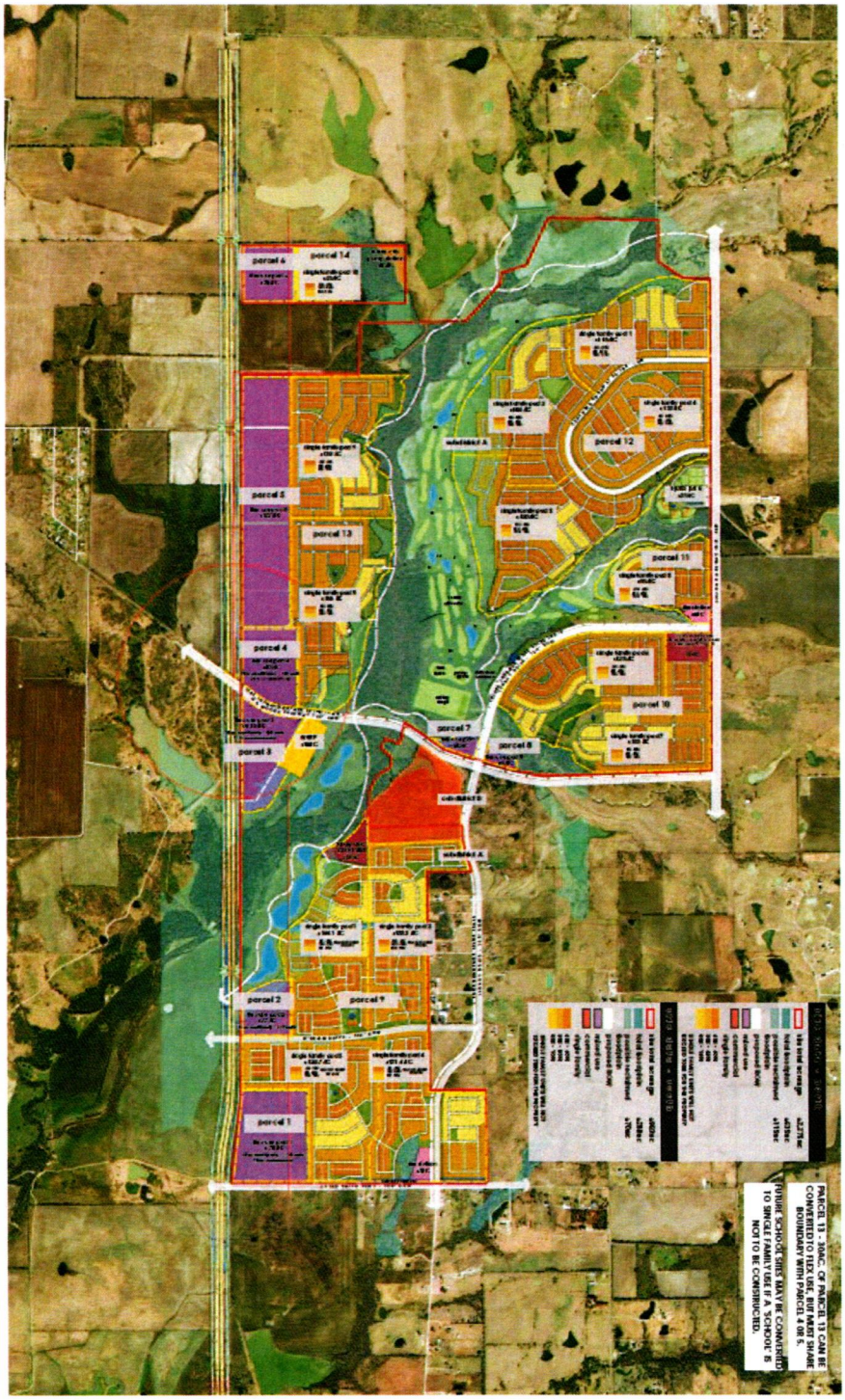
Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Exhibit B
Depiction of Property



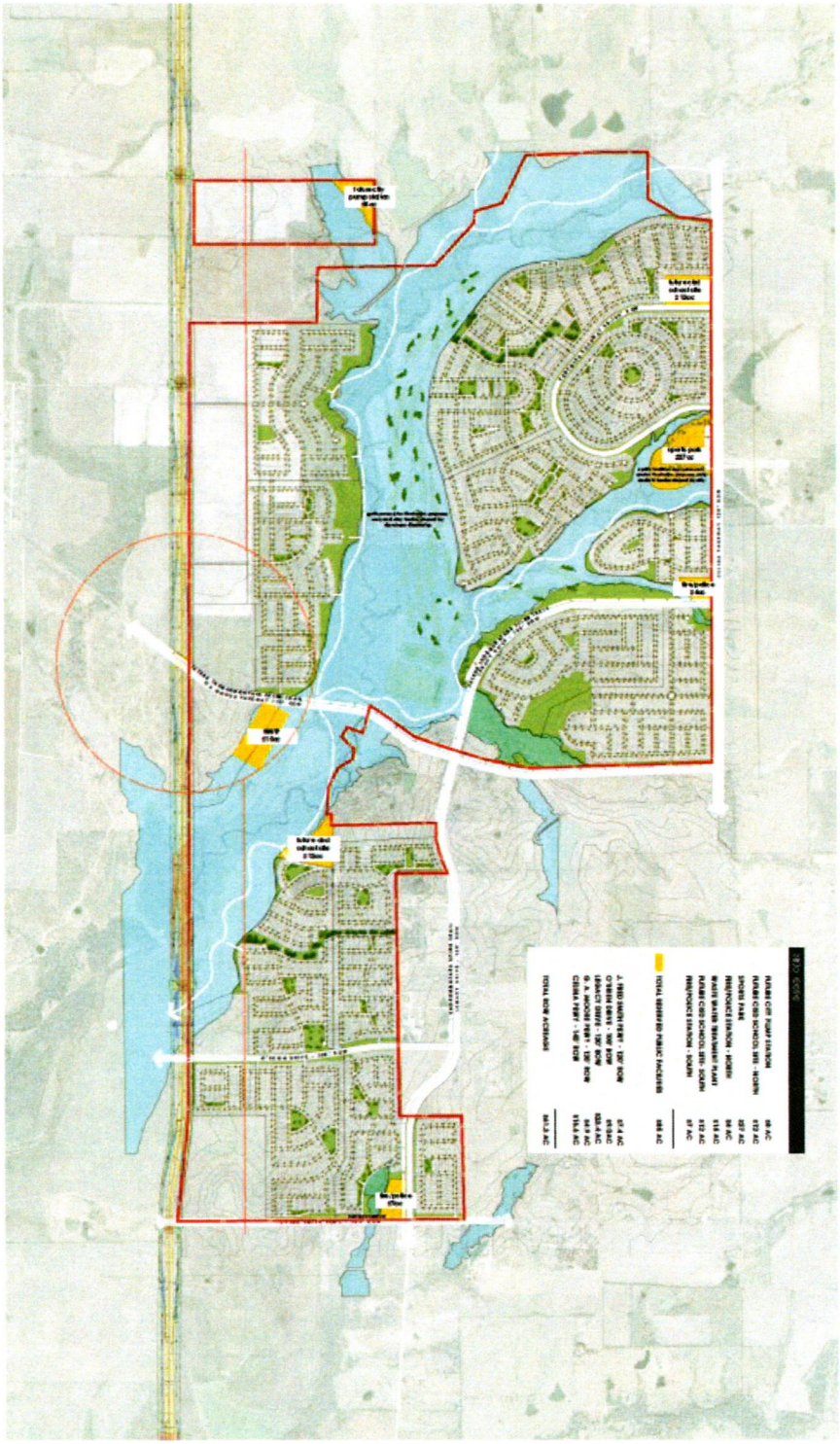
Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Exhibit D
Open Space Plan



Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Exhibit E
Development Regulations

Being approximately 3,268.6 acres generally located along the future expansion of Dallas North Tollway Phase 4B in Collin County, Celina, TX and as further described by metes and bounds and depicted in Exhibit 'A' attached hereto (the "Property"), this Planned Development Ordinance ("PD" or "Planned Development") provides the ability to encourage and accommodate the development of a variety of uses for the Property. These uses include commercial, retail, office, mixed-use and residential uses within the City of Celina.

It is the intent of this PD to amend Planned Development #117 and adopt the City's base zoning districts SF-R, C, Flex, MF-2, and MF-3 at set forth in the City regulations, together with the uses and development regulations as designated therein, subject to modifications in this PD. Any conflict between this PD and the Zoning Ordinance or Neighborhood Vision Book shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. Uses and development regulations which otherwise are not specifically modified in this PD shall be controlled by the Zoning Ordinance, as it may be amended from time to time.

This PD, and all attachments or exhibits, amends Planned Development #117 and supersedes any existing zoning, use and development regulations for the Property. The following development regulations shall apply to the entire Property and vary the Zoning Ordinance as set forth in this PD herein.

Concept Plan

The subject property shall generally develop per the Concept Plan attached as Exhibit 'B'. The Concept Plan displays the general location and configuration of land uses, arterials, and other area features. Minor modifications for pragmatic purposes are contemplated at time of plan review and permitting, and such modifications shall not be unreasonably withheld, subject to review and approval by the Director of Development Services. Major modifications, such as major relocations of various land uses, shall require a revision to the governing Planned Development (PD) district zoning. If the PD requires an amendment, either via text or exhibit, only the areas being amended, including Subdistricts or individual Parcels, must be noticed and included in the rezoning process.

The vision for the community includes extensive open space and amenities dispersed throughout the development, and activating the floodplain areas with concrete trails that preserve the public view of the natural beauty. Below are the required elements:

Open Space

1. Meaningful incorporation of open space in alignment with the Neighborhood Vision Book through use of pocket parks and activated open space throughout the community, per the Master Open Space Exhibit.
2. Parties will work together to create a Master Linear Park Plan to satisfy Park Dedication requirements, including determinations of private and public ownership and maintenance, along with a golf course or alternate public park improvements and amenities along the creek (if the golf course is not constructed).
3. The open space requirements for all SF-R tracts within the development for Subdistrict 'A' shall be a minimum of 10% open space within each 'Parcel', as shown on the Concept Plan attached as Exhibit B; provided, however, that other than the percentage of open space provided here, the development of the open space shall generally comply with the City's Neighborhood Vision Book.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

4. Open space and neighborhood green space will not be required to build parking

Amenities

The amenities set forth herein satisfy all amenity requirements for the all SF-R tracts within the development for Subdistrict 'A'. Below are the required elements for the amenities:

1. A minimum of 7 amenity centers shall be dispersed throughout the development. There shall be a minimum of 5 amenity centers, each of which shall contain the following elements: a swimming pool, restrooms, shade structures, and a playscape area. In addition, there shall be a minimum of 2 large amenity centers, each of which shall contain the following elements: indoor air-conditioned space, restrooms, a swimming pool, and a playground.

2. Neighborhood Trails
   a. Developer agrees to construct or cause the construction of a network of neighborhood concrete trails with main spine trails being twelve feet (12') in width and side trails and connections being eight feet (8') in width, in conformance with the Master Parks & Trails Plan.

Zoning

The following development regulations shall apply to all of the Property, other than the portion known as Cow Mountain, which is Parcels 1-14 as shown on the Concept Plan ("Subdistrict A") and the portion of the Property known as Cow Mountain, which is Subdistrict B as shown on the Concept Plan ("Subdistrict B") and vary the Zoning Ordinance as set forth in this PD herein. The base zoning shall be per the land use categories displayed on the Concept Plan, and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, and as may be amended, except as follows:

1. **Subdistrict A - SF-R (Parcels 9-14)**
   Areas designated as Single Family Detached Residential may contain any detached single-family unit (including patio/zero-lot-line), or single-family attached, whereas the total Development Area density shall not exceed 6 (six) units per net developable acre or maximum of 7,000 lots as illustrated on the Concept Plan.

   The below lot mix shall govern the SF-R areas of Parcel 10, Parcel 11, Parcel 12, Parcel 13, and Parcel 14 of the development:

	Lot Type A	Lot Type B	Lot Type C
Min. Width	40'	50'	60'
Lot % (Min/Max)	(0/40)	N/A	(15/0)

   Parcel 9 shall not exceed 2,011 lots; provided, however, that such lot count may increase if any site reserved for CISD schools is converted to SF-R. The below lot mix shall govern the SF-R areas of Parcel 9 of the development:

	Lot Type A	Lot Type B	Lot Type C
Min. Width	40'	50'	60'
Lot % (Min/Max)	(0/45)	N/A	(10/0)

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

a. Any lot less than 50' in width shall be alley rear entry garage served, and any lot 50' in width or greater may be front entry garage.
b. Architectural flexibility shall be provided for roof pitches, modern color schemes (specifically white), and incorporation of stucco as an exterior building material, so long as the front façade's materials remain primarily brick/stone (except for 100% stucco homes attempting a Mediterranean style).
c. Sites reserved for CISD schools may develop as SF-R per the above lot mix if the school district fails to exercise rights within the development agreement.
d. Single family shall be allowed to encroach into the DNTO overlay as shown on the attached Concept Plan.
e. Any townhomes count against the 40's in the lot mix table.

2. **Subdistrict A - Flex Tracts (Parcels 1-8 and Parcel 13)**

The flex tracts are generally located along the Dallas North Tollway. These tracts may develop as Flex, MF-2 (Urban Edge multi-family), MF-3 (Urban Living multi-family), or C (Commercial, Office, & Retail). Parcels located within the Dallas North Tollway Overlay District shall comply with the Zoning Ordinance, except as provided herein.

a. C (Commercial, Office, Retail)

The City's base non-residential district anticipates a broad range of retail, office, and commercial land uses that are allowed within 100% of the Flex Tracts. Government facilities, medical office, hospital, general office, and childcare uses are allowed by right. A wholesale/distribution center requires an SUP. No less than 100 acres shall be reserved for commercial, office, and retail land uses along the DNT. 30 acres north of GA Moore in Parcel 13 may be converted to Flex if not used for single-family purposes.

b. MF-2 & MF-3 (Urban Edge & Urban Living)

The maximum number of multi-family units within the Flex Tracts of Subdistrict A shall not exceed 4,100 units and shall develop per the regulations of the MF-2 and MF-3 districts. The maximum density is 80 units per acre. "Dwelling, senior living, assisted living facility" and "Dwelling, senior living, advanced care" shall be allowed by Specific Use Permit in these Parcels, and such units shall not count towards the 4,100 maximum units as set forth herein. "Dwelling, senior living, independent living" shall be allowed by right in these Parcels, and such units shall count towards the 4,100 maximum units as set forth herein. The out-parcel commonly known as Cow Mountain (Subdistrict B below) shall not count toward the 4,100 units in Subdistrict A.

(i) Parcel (1) will not exceed 1,100 units
(ii) Parcel (2) will not exceed 432 units
(iii) Parcel (3) will not exceed 480 units
(iv) Parcel (4) will not exceed 480 units

c. Dallas North Tollway Overlay District (DNTO)

i. The following permitted uses are allowed by right within all Subzones, unless otherwise stated herein, of the Dallas North Tollway Overlay District:
   1. Alcohol sales, primary

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

2. Dwelling, senior living, independent living
3. Gas pumps/ fuel sales – Suburban Subzone only

ii. The following permitted uses are allowed by Specific Use Permit within all Subzones of the Dallas North Tollway Overlay District
   1. Dwelling, senior living, assisted living facility
   2. Dwelling, senior living, advanced care

iii. Single family residential is a prohibited use except as identified in Pod 3 and Pod 1 of Parcel 9 on the Concept Plan

3. **Subdistrict B.**
Subdistrict B is generally located at the SW corner of the intersection of G. A. Moore Pkwy and Legacy Drive. This tract may develop as MF-2 (Urban Edge multi-family), or MF-3 (Urban Living multi-family), or C (Commercial, Office, & Retail).

4. **Overall**
Some land uses are allowed in all areas, such as churches, schools, government facilities, and critical infrastructure necessary to serve the area.

5. **Architecture; Screening**
The subject Property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a principal regional waterway and along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, landscape standards, screening standards, and neighborhood design, and as may be amended, except as set forth below.

   a. **Screening**

      i. Required screening between residential and non-residential or multifamily uses will be constructed by owners of non-residential or multifamily uses in accordance with City regulations and by owners of residential uses at time of vertical construction.

Attachment: Draft Ordinance (Legacy Hills - TIRZ Creation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Bella Lopez, Senior Planner
CC:	Jason Laumer, City Manager
Date:	September 14, 2021
Re:	Wells South PID - Levy Ordinance

Action Requested:
Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Wells South Public Improvement District Amended and Restated Service and Assessment Plan, including the Neighborhood Improvement Area #4 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #4 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 Neighborhood Improvement Area #4 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. This item is to be tabled to the September 28, 2021 Special Meeting. (Wells South PID – Levy Ordinance) (Lopez)

The applicant is requesting to table this item to the September 28, 2021 Special Meeting.

Staff Recommendation:
Staff recommends to table this item.

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: Wells South PID - Bond

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 2021 (Wells South Public Improvement District Neighborhood Improvement Area #4 Project); approving and authorizing related agreements; and providing an effective date. This item is to be tabled to the September 28, 2021 Special Meeting. (Wells South PID - Bond) (Lopez)

The applicant is requesting to table this item to the September 28, 2021 Special Meeting.

Staff Recommendation:
Staff recommends to table this item.

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: Legacy Hills PID Pre-SAP

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, determining the costs of improvements to be financed within the Legacy Hills Public Improvement District; approving a preliminary service plan and assessment plan, including proposed Assessment Rolls; directing the filing of the proposed Assessment Rolls with the City Secretary; and providing for noticing and calling two public hearing on September 28, 2021, to consider ordinances levying assessments on property located within the Legacy Hills Public Improvement District. (Legacy Hills PID Pre-SAP) (Lopez)

Background:
Please refer to the attachment for additional information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE LEGACY HILLS PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; CALLING A SPECIAL MEETING AND NOTICING A PUBLIC HEARING FOR *SEPTEMBER 28, 2021* TO CONSIDER ORDINANCES LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE LEGACY HILLS PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Celina, Texas (the "City") to create a public improvement district within the City; and

WHEREAS, on September 14, 2021, the City Council conducted a public hearing to consider a petition received by the City on August 9, 2021 titled "Petition for the Creation of a Public Improvement District Within the City of Celina, Texas for the Legacy Hills Public Improvement District" requesting the creation of a public improvement district; and

WHEREAS, on September 14, 2021, the City Council approved Resolution No. 2021-____ (the "Authorization Resolution"), authorizing, establishing, and creating the Legacy Hills Public Improvement District (the "District"), which resolution provided that the authorization of the District became effective on the date the resolution was adopted; and

WHEREAS, the City authorized the creation of the District and the issuance of up to $40,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

WHEREAS, the City Council and the City staff have been presented a "Legacy Hills Public Improvement District Preliminary Service and Assessment Plan", including the proposed assessment rolls attached thereto (the "Proposed Assessment Rolls"), dated September 14, 2021 (collectively, the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the initial phase of development and the Proposed Assessment Rolls state the assessments proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Assessment Rolls be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that public hearings (collectively, the "Assessment Hearing") be called to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

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

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

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

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

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

SECTION 3. THAT the City Council hereby determines that the total costs of the Phase #1A-1B Improvements (as defined in the Preliminary SAP) to be financed by the District are as set forth in Table III-A of the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District.

SECTION 4. THAT the City Council's final determination and approval of the costs of the Phase #1A-1B Improvements, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Service and Assessment Plan which will include final Assessment Rolls, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Assessment Rolls state the assessment proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

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

SECTION 7. THAT the City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls with the City Secretary and the same shall be available for public inspection.

SECTION 8. THAT the City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *September 28, 2021 at or after 5:00 p.m. at Celina City Council Chambers, 112 N. Colorado St., Celina, Texas 75009*, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider ordinances levying the assessments as special assessments on property within the District that benefit from the Authorized Improvements (which ordinance shall specify the method of payment of the assessments). In the event that the City Council is unable to meet at the City Council Chambers on September 28, 2021, the City will post on its website, www.celina-tx.gov,

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

information for persons to attend the meeting by telephone, videoconference, or other electronic means.

SECTION 9. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on *September 28, 2021*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the City, on or before September 17, 2021, which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 10. THAT when the Proposed Assessment Rolls are filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *September 28, 2021*, on or before September 17, 2021, as required by Section 372.016(c) of the Act.

SECTION 11. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *September 28, 2021* special-called meeting of the City Council.

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

[*Remainder of page intentionally left blank; signatures follow*]

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

PASSED AND APPROVED on this the 14th day of September, 2021.

ATTEST:

_____
Mindy Koehne, Mayor Pro-Tem

_____
Vicki Tarrant, City Secretary

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

LEGACY HILLS
PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

DRAFT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

September 14, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

LEGACY HILLS
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

I. PLAN DESCRIPTION AND DEFINED TERMS 4
A. INTRODUCTION 4
II. PROPERTY INCLUDED IN THE PID 11
A. PROPERTY INCLUDED IN PHASE #1A-1B 11
B. PROPERTY INCLUDED IN FUTURE PHASES 11
III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS 12
A. AUTHORIZED IMPROVEMENT OVERVIEW 12
B. DESCRIPTIONS OF THE PHASE #1A-1B IMPROVEMENTS 13
C. FUTURE PHASES 14
IV. SERVICE PLAN 15
A. SOURCES AND USES OF FUNDS 15
V. SERVICE PLAN 17
A. INTRODUCTION 17
B. SPECIAL BENEFIT 18
C. ASSESSMENT METHODOLOGY 19
D. ASSESSMENTS 20
E. ADMINISTRATIVE EXPENSES 21
VI. TERMS OF THE ASSESSMENTS 22
A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID 22
B. REALLOCATION OF ASSESSMENTS 22
C. MANDATORY PREPAYMENT OF ASSESSMENTS 23
D. REDUCTION OF ASSESSMENTS 23
E. PAYMENT OF ASSESSMENTS 24
F. COLLECTION OF ANNUAL INSTALLMENTS 26
VII. THE ASSESSMENT ROLL 27
A. PHASE #1A-1B ASSESSMENT ROLL 27
B. FUTURE PHASE ASSESSMENT ROLL 28
C. ANNUAL ASSESSMENT ROLL UPDATES 28
VIII. MISCELLANEOUS PROVISIONS 29
A. ADMINISTRATIVE REVIEW 29
B. TERMINATION OF ASSESSMENTS 29
C. AMENDMENTS 29
D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS 30
E. SEVERABILITY 30
F. HOMEBUYER DISCLOSURE 30
APPENDIX A - PID MAP
APPENDIX B - ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS
APPENDIX C - DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS
APPENDIX D - LEGAL DESCRIPTION

DRAFT

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

APPENDIX E - HOMEBUYER DISCLOSURE
APPENDIX F - ASSESSMENT PER UNIT, PROJECTED LEVERAGE, AND PROJECTED TAX RATE EQUIVALENTS
APPENDIX G - PROPOSED PHASE #1A-1B ASSESSMENT ROLL

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On September 14, 2021 (the "Creation Date") the City Council (the "City Council") of the City of Celina, Texas (the "City") passed and approved Resolution No. _____ approving and authorizing the creation of the Legacy Hills 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 was located within the corporate limits of the City at the time the PID was created.

The property in the PID is proposed to be developed in multiple phases. Assessments will be imposed on property within each phase of the PID for the public improvements to be constructed for the benefit of each phase. The assessments will be levied and pledged to the District pursuant to a contract between the City and the District to secure the issuance of contract revenue bonds by the District to finance the Authorized Improvements, which will be conveyed to and operated and maintained by the City.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Legacy Hills Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements; and (3) include a copy of the notice form required by Section 5.014, Property Code." Additionally, the PID act requires that "the governing body of the municipality or county shall review and update the service plan 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. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the Phase #1A-1 B is included as Appendix G of this Service and Assessment

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

(remainder of this page is intentionally left blank)

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

B. Definitions

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

"**Actual Cost(s)**" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (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, City permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

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

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

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

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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 in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Roll, including the Phase #1A-1B Assessment Roll attached hereto as Appendix G, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

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

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each 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 including the portion of those Annual Installments 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" means the Phase #1A-1B Assessment Roll or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

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

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

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

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"**District"** means the North Parkway Municipal Management District No. 1, formerly known as the North Celina Municipal Management District No. 3, created by the 86th Texas Legislature with the passage of House Bill 4706 approving and authorizing the creation of such District to finance the costs of certain public improvements for the benefit of property in the District, all of which is located within the corporate boundaries of the (the "City").

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

"Development Agreement" means the Development, Settlement and Annexation Agreement with an effective date of September 8, 2020, between the City and Dynavest Joint Venture, as amended by a First Amendment to Development, Settlement and Annexation Agreement, between the City, MM Celina 3200, LLC, and the District, with an effective date of August 2, as amended by the Second Amendment to Development, Settlement and Annexation Agreement, between the City, MM Celina 3200, LLC, and the District, effective as of September 14, 2021, and as may be further amended from time to time in accordance with its terms.

"Developer" means MM Celina 294, LLC, a Texas limited liability company and MM Celina 40, LLC as Texas limited liability company, and their successors and assigns.

"**Future Phases**" means Phases that are fully developed after Phase #1A-1B, as such areas are generally depicted and described in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner's association.

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

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"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 average home value for each home at the time of assessment levy, 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.

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

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

"Phase" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the levy of Assessments for the applicable 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 #1A-1B" means the initial Phase to be developed, identified as "Phase #1A" and "Phase #1B" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

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

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

"Phase #1A-1B 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, if any, or in connection with any Annual Service Plan Update.

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"**Phase #1A-1B Improvements**" mean the Authorized Improvements which only benefit the Assessed Property, which are described in Section III.C.

"Phase #1A-1B Maximum Assessment Per Unit" means for Phase #1A-1B, an Assessment per unit for Phase #1A-1B Improvements for each applicable Lot Type as follows:

Lot Type 1 (60 Ft) - $25,157.10
Lot Type 2 (50 Ft) - $20,880.39
Lot Type 3 (40 Ft) - $16,855.26

"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.

"Phase #1A-1B Reimbursement Agreement" means that certain Legacy Hills Public Improvement District Reimbursement Agreement dated September 28, 2021, by and between the City, the District, 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 expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

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

"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.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN PHASE #1A-1B

Phase #1A-1B is presently located within the City and contains approximately 331.5 acres of land. A map of the property within Phase #1A-1B is shown on Appendix A to this Service and Assessment Plan.

At completion, Phase #1A-1B is expected to consist of approximately 613 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to Phase #1A-1B.

The property within Phase #1A-1B is proposed to be developed as follows:

Table II-A
Proposed Development – Phase# 1A-1B

Proposed Development	Phase #1A	Phase #1A	Measurement
Single-Family - 60 Ft	81	-	Units
Single-Family - 50 Ft	220	-	Units
Single-Family - 40 Ft	120	192	Units
Total	**421**	**192**	**Units**

B. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, Bonds may be issued by the City or the District and/or reimbursement agreements levied for each new phase. In connection with the issuance of each new Bond and/or reimbursement agreement, this Service and Assessment Plan will be updated to add additional details of each Future Phase as shown for Phase #1A-1B above. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in Phase #1A-1B are shown on the Phase #1A-1B Assessment Roll included as Appendix G.

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

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B, which may also be financed by the District, and shown in the opinion of probable costs and on the

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diagrams included as Appendix B for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. Descriptions of the Phase #1A-1B Improvements

The Phase #1A-1B Improvement descriptions are presented below as provided by the project engineer. The estimated costs of the Phase #1A-1B Improvements are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within Phase #1A-1B.

A description of the Phase #1A-1B Improvements are as follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #1A-1B Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Phase #1A-1B Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #1A-1B Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #1A-1B Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Phase #1A-1B 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 Phase #1A-1B Assessed Property. The water improvements will be designed and constructed according to City standards and will be owned and operated by the City.

Road Improvements

The road improvement portion of the Phase #1A-1B Improvements consists of the construction of road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Phase #1A-1B Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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Table III-A
Estimated Phase #1A-1B Improvement Costs

Authorized Improvements	Phase #1A	Phase #1A	Total
Road Improvements	$5,884,500	$2,355,015	$8,239,515
Water Improvements	$1,040,720	$614,210	$1,654,930
Sanitary Sewer Improvements	$1,550,000	$644,000	$2,194,000
Storm Drainage Improvements	$1,991,000	$645,506	$2,636,506
Other Soft and Miscellaneous Costs	$1,569,933	$745,278	$2,315,211
Total Authorized Improvements	**$12,036,153**	**$5,004,009**	**$17,040,162**

Note: Costs provided by KFM. The figures shown in Table III-B 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.

C. FUTURE PHASES

As Future Phases are developed and Bonds are issued and/or reimbursement agreements executed, this Service and Assessment Plan will be amended to identify the specific Authorized Improvements benefitting the Future Phases that confer a special benefit to the property inside each Future Phase (e.g. a Table III-B will be added to show the costs for the specific Authorized Improvements financed within the specific Future Phase being developed.)

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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. It is anticipated that it will take approximately 12-18 months for the Phase #1A-1B Improvements to be constructed.

The Actual Costs for Phase #1A-1B Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is $17,040,162 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 estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Phases are developed in connection with the issuance of Bonds and/or execution of a reimbursement agreement, this Service and Assessment Plan will be amended (e.g. Table IV-B will be added for Phase #2, etc.).

The Phase #1A-1B Improvements are being financed through a contract with the District and the Phase #1A-1B Reimbursement Agreement.

Table IV-A
Estimated Sources and Uses – Phase #1A-1B

Sources of Funds	Phase #1A	Phase #1A	Total
Assessments	$8,760,903	$3,209,097	$11,970,000
Other funding sources	$3,275,250	$1,794,912	$5,070,162
Total Sources	**$12,036,153**	**$5,004,009**	**$17,040,162**
Uses of Funds			
Roadway Improvements	$5,884,500	$2,355,015	$8,239,515
Water Improvements	$1,040,720	$614,210	$1,654,930
Wastewater Improvements	$1,550,000	$644,000	$2,194,000
Storm Drainage Improvements	$1,991,000	$645,506	$2,636,506
Other Soft and Miscellaneous Costs	$1,569,933	$745,278	$2,315,211
Total Uses	**$12,036,153**	**$5,004,009**	**$17,040,162**

The annual projected costs and annual projected indebtedness is shown by Table IV-B. 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. Savings from one line item may be applied to cost overruns in other line items.

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Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than Assessments	Projected Annual Installments – Phase #1A-1B
2021	$8,520,081	$11,970,000	$0	$0
2022	$8,520,081	$0	$5,070,162	$803,650
2023	$0	$0	$0	$799,975
2024	$0	$0	$0	$801,095
2025	$0	$0	$0	$801,785
2026	$0	$0	$0	$797,047
Total	**$17,040,162**	**$11,970,000**	**$5,070,162**	**$4,003,552**

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Phase #1A-1B Improvements shown in Table III-A and the costs associated with setting up the PID shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

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V. SERVICE 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.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phase #1A-1B Improvements shall be allocated in such a manner that the costs of the Phase #1A-1B Improvements that only benefit the PID shall be allocated on the basis of Equivalent Units calculated using the average home price of each Lot Type 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.

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

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

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Phase #1A-1B Improvements, as applicable, (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 #1A-1B Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phase #1A-1B Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels

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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 payment of costs incurred in the establishment of the PID shown in Table IV-A 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 the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

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

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

The special assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax.

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

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the 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 or pursuant to contract with the District is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Assessment Methodology

The costs of the Authorized Improvements 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 costs of the Authorized

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

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1A-1B Improvements to be financed by contract with the District or with the Phase #1A-1B Reimbursement Agreement shall be allocated to the Phase #1A-1B Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Equivalent Units (as defined in Appendix F) anticipated to be developed on each Parcel within the PID.

2. Assessment Methodology for Phase #1A-1B

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel within Phase #1A-1B.

Based on the estimates of the costs of the Phase #1A-1B Improvements, as set forth in Table III-A, the City Council has determined that the benefit to Phase #1A-1B Assessed Property of the Phase #1A-1B Improvements is at least equal to the Assessments levied on the Phase #1A-1B Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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

3. Assessment Methodology for Future Phases

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

D. ASSESSMENTS

The Assessments for the Phase #1A-1B Reimbursement Agreement will be levied on each Parcel or Lot according to the Phase #1A-1B Assessment Roll, as applicable. The Annual Installments for the Phase #1A-1B Reimbursement Agreement will be collected on the dates and in the amounts

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shown on the Phase #1A-1B Assessment Roll subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

E. ADMINISTRATIVE EXPENSES

The cost of administering the PID, including the costs of administration by the PID or the District related to the Bonds 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 each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

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Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID

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

The Annual Installments shall be collected from Phase #1A-1B Assessed Property in an amount sufficient to pay (i) principal and interest on the Phase #1A-1B Reimbursement Agreement and (iii) to pay Administrative Expenses related to the PID or the District.

B. 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 number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of 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.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

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.

C. 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. If at any time the Assessment per unit on a Parcel exceeds the applicable Phase #1A-1B Maximum Assessment Per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the applicable Phase #1A-1B Maximum Assessment Per Unit calculated in this Service and Assessment Plan.

3. 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 PID Act.

D. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Assessment Revenues and/or 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 the Council shall direct and such excess Bond proceeds to be applied by the District 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. Any excess Bond proceeds shall be applied to redeem Bonds of

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

such series as provided in the applicable Trust Indenture. Any excess Assessment Revenues that are in excess of the costs of the Authorized Improvements as set forth herein, shall be used to reduce the outstanding principal amount of the PID Reimbursement Agreement or used to redeem Bonds, as applicable. The Assessments shall not be reduced to an amount less than the related outstanding amounts due pursuant to PID Reimbursement Agreement and/or series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Assessment Revenues and/or Bond proceeds, 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 amounts due pursuant to the PID Reimbursement Agreement and/or repay the Bonds, including interest on the Bonds and due pursuant to the PID Reimbursement Agreement and Administrative Expenses. The City Council shall direct the District that such excess Bond proceeds shall be applied to redeem Bonds, a set forth in the applicable indenture. 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 the number of units, or (iii) in any other manner determined by the City Council to be the most fair and practical means of reducing the Assessments for Assessed Property such that the sum of the resulting reduced Assessments equals the amount required to repay amount due pursuant to the PID Reimbursement Agreement and/or the Bonds, including interest and Administrative Expenses.

E. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, 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

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

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 Rolls, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the execution of the Phase #1A-1B Reimbursement Agreement.

Each Assessment shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on applicable Bonds, if issued, and (ii) 7.50% per annum in accordance with the Assessment Ordinance and the Phase #1A-1B Reimbursement Agreement. Interest on the Phase #1A-1B Reimbursement Agreement shall be paid based on an interest rate of 4.50% per annum for years 1 through 5 and 4.50% per annum following the fifth Annual Installment in accordance with the Phase #1A-1B Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during _____ 2021 was 2.50%. The City has determined that the Assessments shall bear interest at the interest rate of 4.50% per annum for years 1 through 5 and 4.50% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 7.50% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 4.50%.Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 4.50%.

The Annual Installments shall be reduced to equal the actual costs of repaying the 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 the Bonds in accordance with Section 372.027 of the PID Act. 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

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

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.

F. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls 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. 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 PID Act.

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

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments relating to the Authorized Improvements that benefit the Assessed Property will be due when billed and will be delinquent if not paid prior to the first February 1 following the earlier of (i) the recording of a final subdivision plat in the official public records of the County for the Assessed Property, (ii) upon issuance of Bonds issued by the city of the District that are secured by the Assessment Revenues from Parcels within Phase #1A-1B, or (iii) the second anniversary of the date of levy of the Assessment.

(remainder of this page is intentionally left blank)

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

VII. THE ASSESSMENT ROLL

A. PHASE #1A-1B ASSESSMENT ROLL

The City Council has evaluated each Parcel in the PID (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner 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 PID.

The Phase #1A-1B Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1A-1B Improvements. Table VII-A summarizes the $17,040,162 in special benefit received by the Phase #1A-1B Assessed Property from the Phase #1A-1B Improvements, a portion of the costs of the PID formation, and the Bond issuance costs. The total Assessment to be applied to all the Assessed Property is $11,970,000, which is less than the benefit received by the Assessed Property. The Assessment for each Phase #1A-1B Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1A-1B Assessment Roll is attached hereto as Appendix G.

Table VII-A
Phase #1A-1B
Special Benefit Summary

Special Benefit	Total
Total Authorized Improvements (a)	$17,040,162
PID Formation/Bond Costs of Issuance:	
Reserve Fund	$0
Capitalized Interest	$0
Underwriter's Discount/Underwriters Counsel	$0
Cost of Issuance	$0
Underwriters Discount	$0
PID Formation/Bond Cost of Issuance	*$0*
Total Special Benefit	**$17,040,162**
Special Benefit:	
Total Special Benefit	$17,040,162
Projected Special Assessment	$11,970,000
Excess Benefit	**$5,070,162**

(a) See Table III-A for details.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

B. Future Phase Assessment Roll

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment for each Parcel or Lot located within such Future Phase (e.g. an appendix will be added as the Assessment Roll for Future Phase).

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1A-1B Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once the Phase #1A-1B Reimbursement Agreement is executed, the Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the execution of the Reimbursement Agreement. Such update shall reflect the actual interest applicable to the Phase #1A-1B Reimbursement Agreement on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Phase #1A-1B Reimbursement Agreement and Developer funds.

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Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer and District 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 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.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

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

E. Severability

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

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

F. Homebuyer Disclosure

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan Update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The District may include the required disclosure in its notice to purchaser as long as the notice complies with and provided the information from this Service and Assessment Plan as required by Section 5.014 of the Texas Property Code. The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

APPENDIX A
PID MAP

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

PAD LAYOUT
GRAY PADS = 75'

LOT COUNT	
	40' LOT
TOTAL	±192 LOTS
PROPERTY	±39.6 AC
OPEN SPACE	±4 AC
TOTAL	±43.6 AC

PAD LAYOUT
GRAY PADS = 80' OR LESS
GREEN PADS = 85'

LOT COUNT				
	40' LOT	50' LOT	60' LOT	TOTAL
PHASE I	108	220	78	406
PHASE II	165	147	94	406
PHASE III	200	194	11	405
TOTAL	473	561	183	1217
%	38.86%	46.10%	15.04%	
PROPERTY	292.22 AC			
OPEN SPACE	REQUIRED 10%	PROVIDED		
	29.22 AC	30.295 AC		

PRELIMINARY PHASING PLAN RELOT

LEGACY HILLS
DYNAVEST

HALFF®
9500 AMBERGLEN BLVD.
BUILDING F, SUITE 125
AUSTIN, TEXAS 78729
TEL (512) 777-4600
FAX (512) 252-8141
TBPE FIRM #F-312

Issued:	8/18/2021
Scale:	1" = 200'
Drawn By:	PMH
AVO:	43789.001
HALFF Office:	AUSTIN

XHB-PH4S-43789.dwg

FOUR SEASONS RANCH, LTD

DYNAVEST JOINT VENTURE

BUNCH LIVING TRUST

DENTON COUNTY

COLLIN COUNTY

URE ROAD (RD2)

FRITCHER RD

DALLAS NORTH TOLLWAY

FUTURE DALLAS NORTH TOLLWAY

PHASE III
405 LOTS

PHASE II
406 LOTS

PHASE I
406 LOTS

AMENITY CENTER LOT
2.232 AC

MATCH LINE STA 2265+00 SEE ROLL 4 OF 4

FM 455 (G.A. MOORE PARKWAY)

FEMA FLOODPLAIN

FLOODPLAIN (PROPOSED)

FLOODPLAIN (NO RECLAMATION)

CREEK CENTER LINE

KFM ENGINEERING & DESIGN

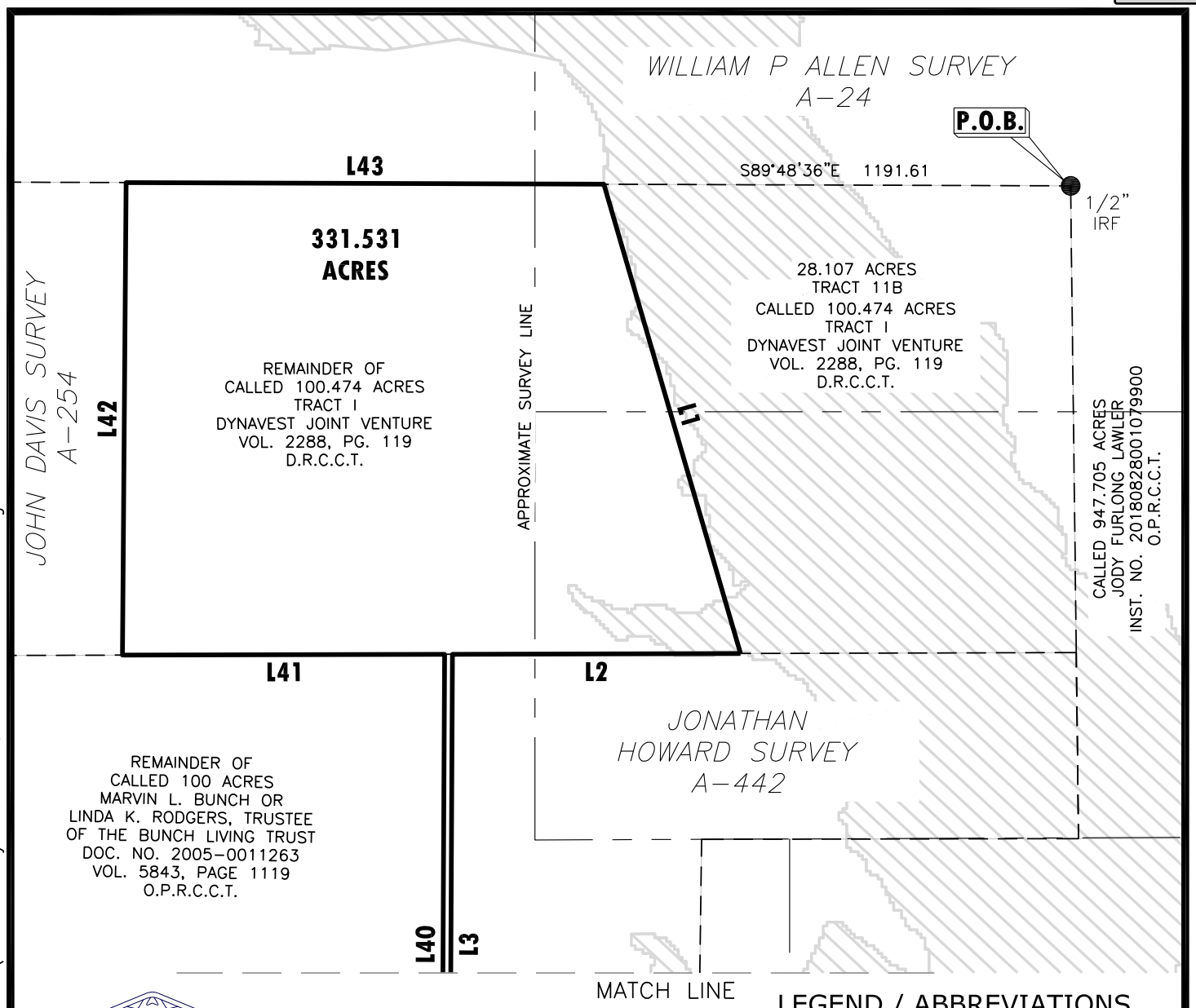
0 150 300 600
Scale: 1"=300'

legacy hills
pid concept plan

August 20TH, 2021

The information shown is based on the best information available and is subject to change without notice.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)



STATE OF TEXAS
REGISTERED
ROBERT GLEN MALOY
6028
PROFESSIONAL
LAND SURVEYOR

LEGEND / ABBREVIATIONS

ADJOINER LINE	
BOUNDARY LINE	
IRON ROD FOUND	
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
IRF	IRON ROD FOUND

GRAPHIC SCALE

0 400 800

1 INCH = 400 FT.

EXHIBIT

331.531 ACRES - 14,441,501 SQ. FT. IN THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision from a survey made on the ground on July 1, 2020, that this plat correctly represents the facts found at the time of said survey.

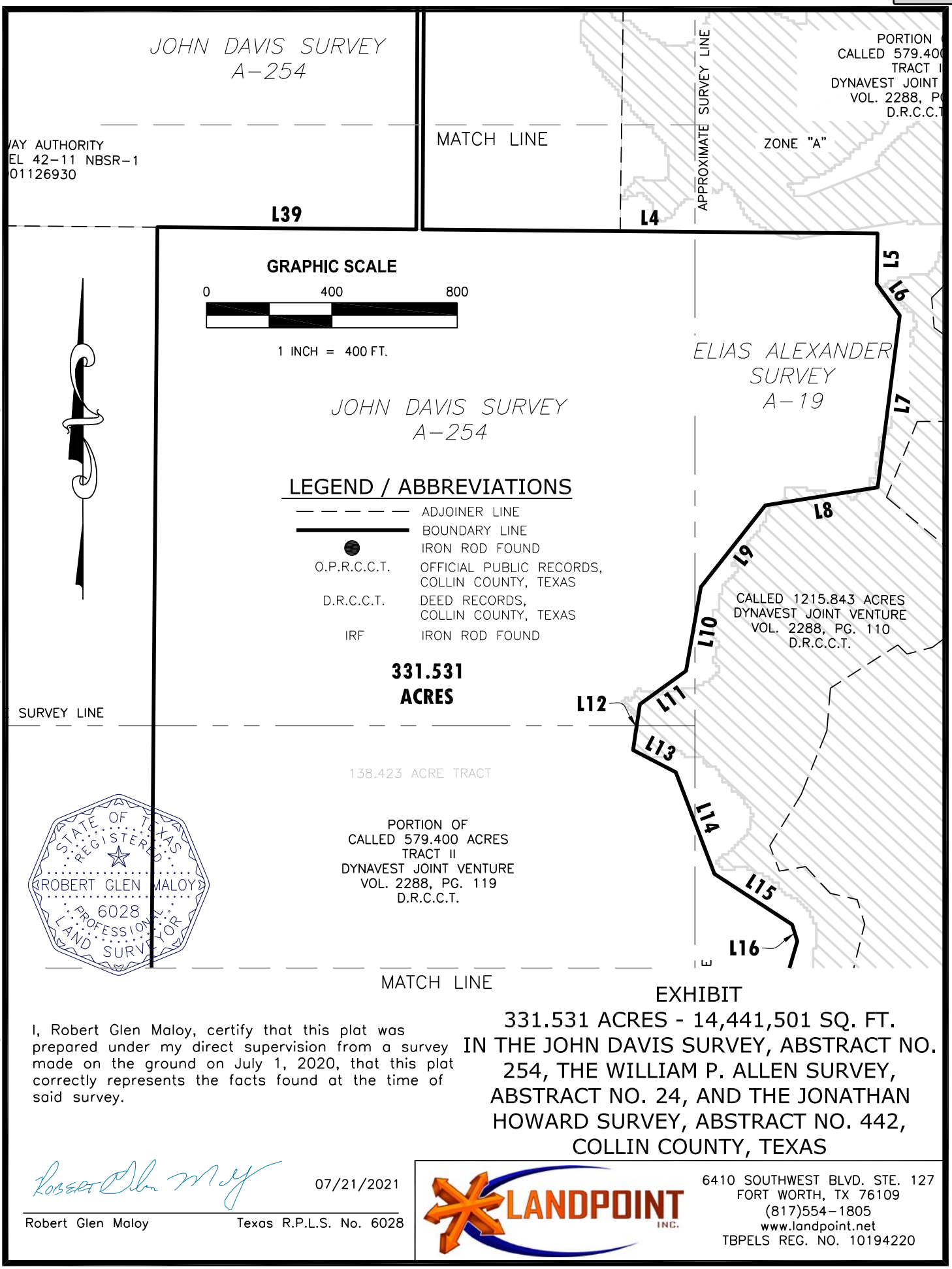
Robert Glen Maloy 07/21/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

LANDPOINT INC.
6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

X:\2021\21-0195-6\Working\DWG\Easement & ROW Exhibits\21-0195 Dynavest - Celina - PID Exhibit.dwg

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)



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I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision from a survey made on the ground on July 1, 2020, that this plat correctly represents the facts found at the time of said survey.

07/21/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

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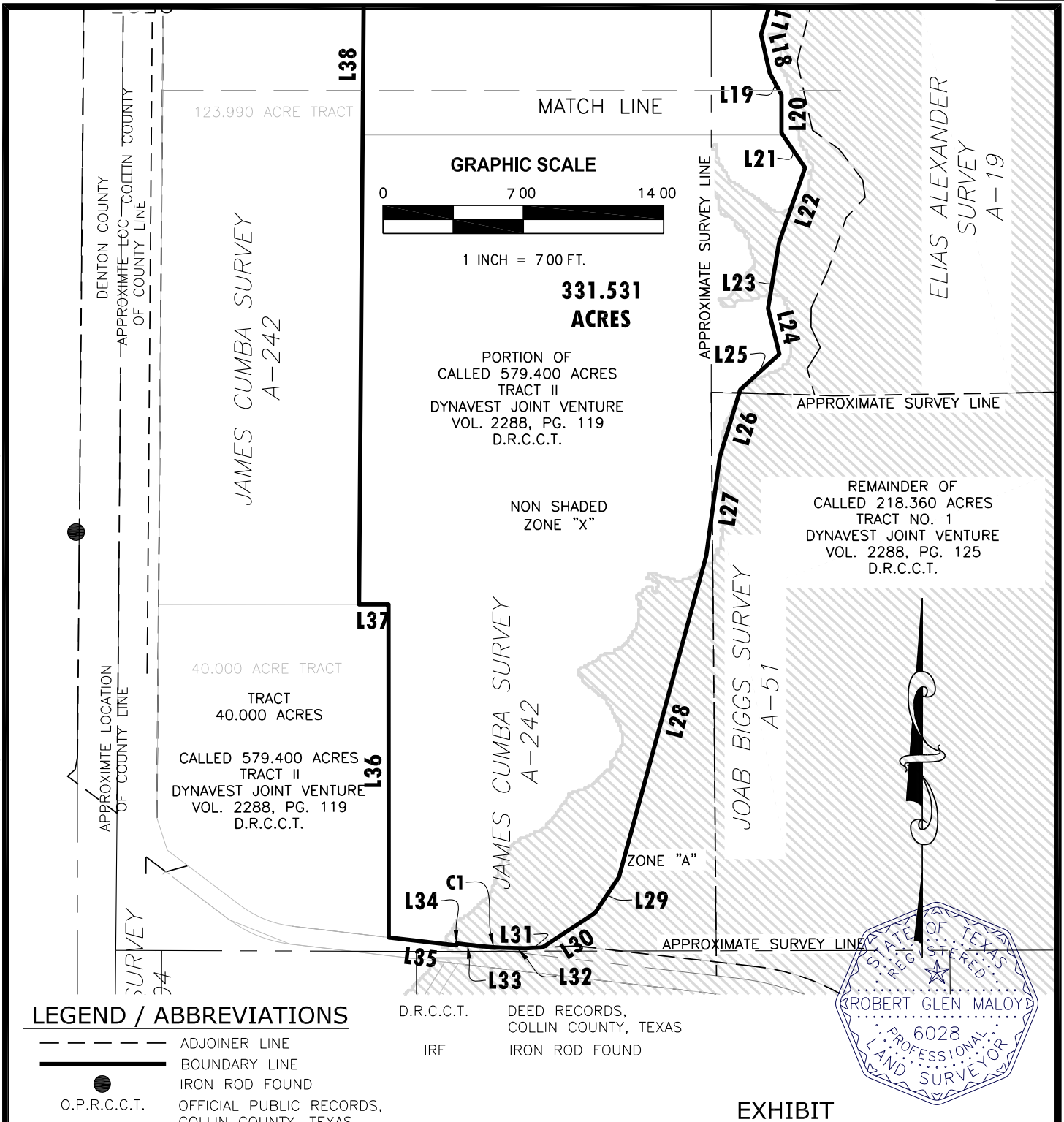
PAGE 3 OF 7 DRAWN BY: JEG CHECKED BY: RGM JOB N

X:\2021\21-0195-6\Working\DWG\Easement & ROW Exhibits\21-0195 Dynavest - Celina - PID Exhibit.dwg

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)



LEGEND / ABBREVIATIONS

ADJOINER LINE	
BOUNDARY LINE	
IRON ROD FOUND	
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
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IRF	IRON ROD FOUND

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331.531 ACRES - 14,441,501 SQ. FT. IN THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

Robert Glen Maloy — 07/21/2021

Robert Glen Maloy — Texas R.P.L.S. No. 6028

LANDPOINT INC.
6410 SOUTHWEST BLVD. STE. 127
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X:\2021\21-0195-6\Working\DWG\Easement & ROW Exhibits\21-0195 Dynavest - Celina - PID Exhibit.dwg

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

HALFF ASSOCIATES, Inc.

AVO: 043789.001

CLIENT: Dynavest
PROJECT: Legacy Ridge
DATE: 9/3/2021

40s	**114**
50s	**213**
60s	**94**
TOTAL LOTS	**421**
AREA (ACRES)	**91**

CIVIL COST ESTIMATE

ENGINEERS EXPLORATORY OPINION OF PROBABLE CONSTRUCTION COST *: Preliminary Site Development - Phase 1

Item No.	Description	Unit	Total Quantity	Average Unit Price	Total Amount
	Erosion Control				
1	Inlet Protection - Curb	EA	95	$118.00	$11,210
2	Erosion Control Silt Fence	LF	20,000	$1.55	$31,000
3	Storm Water Pollution Prevention Plan (SW3P)	LS	1	$11,000.00	$11,000
4	Over Seeding Lots	Acre	91	$295.00	$26,845
	Subtotal Erosion Control				**$80,055**
	Earthwork				
5	Clearing and Grubbing	Acre	91	$1,650.00	$150,150
6	Cut	CY	220,000	$2.00	$440,000
7	Fill	CY	220,000	$2.00	$440,000
8	Import (potential import from Ph 2 and 3)	CY	0	$10.00	$0
9	Export	CY	0	$10.00	$0
10	Lot Grading - Rough	LOT	421	$150.00	$63,150
11	Lot Grading - Final	LOT	421	$125.00	$52,625
12	40s Lot Moisture Conditoning - (7'-10' Depth)	LOT	114	$2,560.00	$291,840
13	50s Lot Moisture Conditoning - (7'-10' Depth)	LOT	213	$3,000.00	$639,000
14	60s Lot Moisture Conditoning - (7'-10' Depth)	LOT	94	$3,600.00	$338,400
	Subtotal Earthwork				**$2,415,165**
	Retaining Walls				
15	Variable Height (4-Foot or Less) Retaining Wall (Not Included)	SF	10,000	$15.00	$150,000
16	Variable Height (Greater Than 4-Foot) Retaining Wall (Not Included)	SF	32,000	$20.00	$640,000
	Subtotal Retaining Walls				**$790,000**
	Pavement and Road Improvements				
17	Reinforced Concrete Pavement - 29' B-B (7-inch, 4000 PSI)	SY	68,000	$38.00	$2,584,000
18	MOISTURE CONDITIONED SUBGRADE (48-INCH DEPTH)	SY	77,520	$3.00	$232,560
19	Lime (Hydrated; Dry)	TON	12,907	$140.00	$1,806,980
20	5" Thick Sidewalk	SY	22,500	$38.00	$855,000
21	Curb Ramp	EA	68	$1,500.00	$102,000
22	12-ft wide Reinforced Conc.Pavement -SUP Trail (6-inch thick, 3,600PSI)	SY	5,066	$60.00	$303,960
	Subtotal Private Road Improvements				**$5,884,500**
	Storm Drainage				
23	18-Inch Class III RCP	LF	6,000	$50.00	$300,000
24	24-Inch Class III RCP	LF	2,500	$64.00	$160,000
25	30-Inch Class III RCP	LF	800	$80.00	$64,000
26	36-Inch Class III RCP	LF	500	$105.00	$52,500
27	42-Inch Class III RCP	LF	1,300	$140.00	$182,000
28	48-Inch Class III RCP	LF	950	$160.00	$152,000
29	54-Inch Class III RCP	LF	400	$180.00	$72,000
30	60-Inch Class III RCP	LF	200	$225.00	$45,000
31	5x5 Class III RCB	LF	300	$250.00	$75,000
32	Junction Box - 4'x4'	EA	22	$5,500.00	$121,000
33	Junction Box - 5'x5'	EA	9	$9,500.00	$85,500
34	Junction Box - 6'x6'	EA	2	$10,000.00	$20,000
35	Standard Curb Inlet	EA	95	$3,500.00	$332,500
36	Type "B' Headwall	EA	11	$30,000.00	$330,000
	Subtotal Storm Drainage System				**$1,991,500**

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

Item No.	Description	Unit	Total Quantity	Average Unit Price	Total Amount
	Water				
37	8-inch PVC Water Line (including bends)	LF	13,000	$25.50	$331,500
38	12-inch PVC Water Line (including bends)	LF	8,000	$30.00	$240,000
39	Trench Safety	LF	21,000	$1.00	$21,000
40	Testing (Excluding Geopack)	LF	21,000	$1.00	$21,000
41	12"x8" Tee	EA	8	$1,300.00	$10,400
42	8"x8" Tee	EA	11	$1,250.00	$13,750
43	8"X8" Cross	EA	3	$1,300.00	$3,900
44	8"X12" Cross	EA	3	$1,250.00	$3,750
45	8-inch Gate Valve	EA	59	$1,280.00	$75,520
46	12-inch Gate Valve	EA	23	$2,200.00	$50,600
47	1 Inch Water Service	EA	420	$540.00	$226,800
48	Fire Hydrant Assembly (TEE, VALVE, 6" DI)	EA	10	$4,250.00	$42,500
	Subtotal Water System				**$1,040,720**
	Sanitary Sewer				
49	8-inch PVC SDR-35 Sanitary Sewer Line	LF	16,200	$33.00	$534,600
50	12-inch PVC SDR-35 Sanitary Sewer Line	LF	4,000	$38.00	$152,000
51	Trench Safety	LF	20,200	$1.00	$20,200
52	Testing (Excluding Geopack)	LF	20,200	$1.00	$20,200
53	4-foot Diameter Standard Sanitary Sewer Manhole	EA	94	$5,500.00	$517,000
54	6" Service Lines	LOT	421	$690.00	$290,490
	Subtotal Sanitary Sewer System				**$1,534,490**
	Soft Costs				
55	Entry Monumentation	LS	2	$50,000.00	$100,000
56	Landscape & Irrigation	LS	1	$570,000.00	$570,000
57	Hardscape	LF	3,770	$95.00	$358,150
58	3% Inspection Fees	%	1	$313,536.30	$313,536
59	2% PP&M Bonds	%	1	$209,024.20	$209,024
	Subtotal Soft Costs				**$1,550,711**
			Subtotal		**$15,287,141**
			Contracted Engineering and Testing		**$1,581,500**
			2.5% Contingency		**$382,179**
			TOTAL	$40,975.82	**$17,250,819**

This statement was prepared utilizing standard cost estimate practices. This statement excludes "soft" costs including, but not limited to, administrative costs, financing costs, construction management, surveying, geotechnical investigations, and construction materials testing. It is understood and agreed that this is an estimate only, and that Engineer shall not be liable to Owner or to a third party for any failure to accurately estimate the cost of the project, or any part thereof.

*Franchise utilities such as gas, telecommunication and electrical are excluded from this estimate.

**Electric service, wiring and light poles with light fixtures to be provided by electric utility company; therefore, they are excluded from this estimate.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

KFM ENGINEERING & DESIGN

OPINION OF PROBABLE COST

Project Name: Legacy Hills
Client Name: Centurion American
City: Celina, TX
County: Collin

Date: August 20, 2021
Project Number: 01.0028.006
Concept Lot Count: 192
Gross Acreage: 40

SINGLE FAMILY POD 10

Water System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE	LF	10972	$25.50	$279,786.00
8" GATE VALVE & BOX	EA	56	$1,375.00	$77,000.00
2" FLUSHING VALVE	EA	3	$2,200.00	$6,600.00
1" SINGLE WATER SERVICE	EA	192	$540.00	$103,680.00
CONNECT TO EXISTING WATER LINE	EA	2	$3,000.00	$6,000.00
FIRE HYDRANT ASSEMBLY	EA	24	$4,250.00	$102,000.00
IRRIGATION SERVICES	EA	4	$1,800.00	$7,200.00
2 - 4" P.V.C. IRRIGATION CROSSINGS	LF	500	$17.00	$8,500.00
REMOVE EXISTING FLUSHING VALVE	EA	2	$750.00	$1,500.00
TESTING (EXCLUDING GEOTECH.)	LF	10972	$1.00	$10,972.00
TRENCH SAFETY	LF	10972	$1.00	$10,972.00
			SUB-TOTAL	**$614,210.00**

Note: Water lines include all fittings

Wastewater System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. PIPE (0'-10' DEEP)	LF	7840	$33.00	$258,720.00
4' DIA. WW MH W/ INT EPOXY COATING	EA	17	$5,500.00	$93,500.00
5' DIA. WW MH W/ INT EPOXY COATING (ALL MHs OVER 12')	EA	17	$9,600.00	$163,200.00
4" SERVICE LINES	EA	192	$575.00	$110,400.00
CONNECT TO EX. WW MH	EA	1	$2,500.00	$2,500.00
TESTING (EXCLUDING GEOTECH.)	LF	7840	$1.00	$7,840.00
TRENCH SAFETY	LF	7840	$1.00	$7,840.00
			SUB-TOTAL	**$644,000.00**

Storm Drain System Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
24" R.C.P.	LF	2194	$64.00	$140,416.00
36" R.C.P.	LF	2743	$105.00	$288,015.00
42" R.C.P.	LF	549	$140.00	$76,860.00
10' CURB INLET	EA	32	$3,500.00	$112,000.00
42" SLOPED HEADWALL	EA	2	$3,000.00	$6,000.00
ROCK RIP-RAP	SY	100	$85.00	$8,500.00
TESTING & TV INSPECTION	LF	5486	$1.50	$8,229.00
TRENCH SAFETY	LF	5486	$1.00	$5,486.00
			SUB-TOTAL	**$645,506.00**

Dry Utility Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
DRY UTILITIES	LOT	192	$1,000.00	$192,000.00
STREET LIGHT	EA	34	$2,500.00	$85,000.00
			SUB-TOTAL	**$277,000.00**

Roadway and Paving Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
7" REINFORCED CONCRETE STREET PVMT. W/ CURB	SY	32606	$38.00	$1,239,028.00
7" REINFORCED CONCRETE ALLEY/MEWS PVMT.	SY	13854	$39.50	$547,233.00
6" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	53959	$6.00	$323,754.00
BARRIER FREE RAMPS	EA	125	$1,500.00	$187,500.00
STREET SIGN	EA	40	$1,400.00	$56,000.00
TRAFFIC HANDLING	LS	1	$1,500.00	$1,500.00
			SUB-TOTAL	**$2,355,015.00**

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

KFM ENGINEERING & DESIGN

OPINION OF PROBABLE COST

Earthwork and E&S Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CLEARING AND GRUBBING	ACRE	40	$1,650.00	$66,000.00
MASS GRADING - EXCAVATION	CY	194000	$1.95	$378,300.00
ROUGH LOT GRADING	LOT	192	$100.00	$19,200.00
FINAL LOT GRADING	LOT	192	$185.00	$35,520.00
RETAINING WALL	LOT	192	$2,000.00	$384,000.00
EROSION CONTROL	LOT	192	$350.00	$67,200.00
CONSTRUCTION ENTRANCE	EA	1	$2,000.00	$2,000.00
INLET PROTECTION	EA	32	$150.00	$4,800.00
SILT FENCE	LF	2870	$1.35	$3,874.50
5.5' DEPTH MOISTURE CONDITIONING - 40' LOT	LOT	192	$1,540.00	$295,680.00
TEMPORARY SEDIMENT BASIN	EA	1	$5,000.00	$5,000.00
			SUB-TOTAL	**$1,261,574.50**

Landscape Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ENTRY MONUMENTATION	EA	1	$50,000.00	$50,000.00
LANDSCAPE AND IRRIGATION	LS	1	$600,000.00	$600,000.00
HARDSCAPE	LF	1000	$95.00	$95,000.00
			SUB-TOTAL	**$745,000.00**

SUMMARY

SUM OF CONSTRUCTION COSTS		$6,542,305.50
CONTINGENCY	2.5%	$163,557.64
SUB-TOTAL		**$6,705,863.14**
ENGINEER, SURVEY, CM/PM, & GEOTECH FEES	10%	$670,586.31
INSPECTION FEE	3%	$201,175.89
PAYMENT AND PERFORMANCE BOND	2%	$134,117.26
TOTAL CONSTRUCTION COST		**$7,711,742.61**

Assumptions:

- At the time of this OPC, geotechnical recommendations for pavement subgrade and soil moisture conditioning were not available.
- The OPC was prepared without the benefit of overall grading, utility, and drainage plans for a 'high level' analysis of the site. The OPC should be updated as additional information and designs are available.
- The OPC does not include any miscellaneous costs for permits, platting, fees (impact, planning, etc.), or any other process or procedure required by the City of Celina or additional governing authorities.
- This OPC does not include costs of offsite water or wastewater utilities necessary to provide service to the site.

This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, Knight, Fowler & Millsap, LLC. cannot guarantee that actual costs will not vary from the opinions expressed herein.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

LEGEND

- PROPOSED FIRE HYDRANT
- PROPOSED 8" WATER LINE
- W — OFFSITE OVERALL INFRASTRUCTURE WATER LINE (BY OTHERS)

DALLAS NORTH TOLLWAY

FLEX USE POD 6

W20"

KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

LEGACY HILLS

CELINA, TEXAS

TITLE

PARCEL 14 POD 10

WATER EXHIBIT

CLIENT

CENTURION AMERICAN

CELINA, TEXAS

N

0 50 100 200

SCALE 1" = 100'

PROJECT NUMBER: 0100028006

DRAWN BY: EAH

DATE: 2021/08/17

SHEET: EXH 01

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

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LEGEND

- PROPOSED WASTEWATER MANHOLE
- PROPOSED 8" WASTEWATER LINE
- WW12" — OFFSITE OVERALL INFRASTRUCTURE WASTEWATER LINE (BY OTHERS)

DALLAS NORTH TOLLWAY

FLEX USE POD 6

WW12"

WW12"

WW12"

KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

LEGACY HILLS

CELINA, TEXAS

TITLE

PARCEL 14 POD 10
WASTEWATER EXHIBIT

CLIENT

CENTURION AMERICAN

CELINA, TEXAS

N

0 50 100 200

SCALE 1" = 100'

PROJECT NUMBER: 0100028006

DRAWN BY: EAH

DATE: 2021/08/17

SHEET: EXH 01

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APPENDIX D
LEGAL DESCRIPTION

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

LEGAL DESCRIPTION

Being a 331.531 acre tract of land situated in the James Cumba Survey Abstract–242, the Joab Biggs Survey Abstract–51, the John Davis Survey Abstract–254, and the Elias Alexander Survey Abstract–19, Collin County, Texas and being a portion of that certain called 579.400 acre tract of land, described as Tract II, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 119, Deed Records of Collin County, Texas and being a portion of that certain called 100.474 acre tract of land, described as Tract I, as conveyed to Dynavest Joint Venture by deed of record in Volume 2288, Page 119, Deed Records of Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at a 5/8–inch iron rod found for the Northeast corner of the tract herein described in the North line of said 100.474 acre tract of land, as conveyed to Dynavest Joint Venture by said Volume 2288 Page 119, recorded in Volume 5843, Page 119, Official Public Records of Collin County, Texas;

THENCE S89°48'36"E, with the North line of said 100.474 acre tract of land, and being in the West line of that certain called 947.705 acre tract of land as conveyed to Jody Furlong Lawyer by deed of record in Instrument No. 20180828001079900, Deed Records of Collin County, Texas,

THENCE with the north line of said 100.474 acre tract of land, the following calls:

THENCE South 16°14'08" East, 1,248.38 feet to a point;

THENCE South 89°50'48" West, 735.77 feet to a point;

THENCE South 0°18'38" West, 1,480.55 feet to a point;

THENCE South 89°30'00" East, 1,451.50 feet to a point;

THENCE South 0°54'05" West, 160.44 feet to a point;

THENCE South 36°05'31" East, 124.81 feet to a point;

THENCE South 7°19'29" West, 553.21 feet to a point;

THENCE South 80°56'00" West, 362.90 feet to a point;

THENCE South 38°15'13" West, 332.04 feet to a point;

THENCE South 10°04'32" West, 271.51 feet to a point;

THENCE South 54°06'16" West, 181.55 feet to a point;

THENCE South 8°28'11" West, 147.80 feet to a point;

THENCE South 62°40'31" East, 153.52 feet to a point;

THENCE South 20°47'48" East, 346.98 feet to a point;

STATE OF TEXAS · REGISTERED · ROBERT GLEN MALOY · 6028 · PROFESSIONAL LAND SURVEYOR

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision from a survey made on the ground on July 1, 2020, that this plat correctly represents the facts found at the time of said survey.

EXHIBIT
331.531 ACRES - 14,441,501 SQ. FT. IN THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

Robert Glen Maloy 07/21/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

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THENCE South 56°54'41" East, 296.19 feet to a point;

THENCE South 16°45'56" East, 55.79 feet to a point;

THENCE South 16°19'39" West, 277.69 feet to a point;

THENCE South 12°42'42" East, 196.66 feet to a point;

THENCE South 28°28'44" East, 123.07 feet to a point;

THENCE South 0°00'00" East, 190.89 feet to a point;

THENCE South 34°19'04" East, 209.63 feet to a point;

THENCE South 19°17'22" West, 395.03 feet to a point;

THENCE South 9°24'41" West, 333.41 feet to a point;

THENCE South 13°59'33" East, 234.35 feet to a point;

THENCE South 47°40'23" West, 264.27 feet to a point;

THENCE South 16°59'14" West, 348.90 feet to a point;

THENCE South 7°47'51" West, 499.92 feet to a point;

THENCE South 15°12'20" West, 1,659.85 feet to a point;

THENCE South 33°44'35" West, 215.20 feet to a point;

THENCE South 56°45'49" West, 314.03 feet to a point;

THENCE South 87°25'43" West, 84.55 feet to a point;

THENCE North 89°00'54" West, 83.16 feet to the beginning of a curve;

Along a curve to the right, having a radius of 1545.00 feet, an arc length of 150.44 feet, a delta angle of 05°34'44", and a chord which bears N86°11'32"W, a distance of 150.38 feet for a point of tangency;

THENCE North 83°24'10" West, 111.05 feet to a point;

THENCE South 6°40'13" West, 10.03 feet to a point;

THENCE North 83°19'47" West, 339.20 feet to a point;

THENCE North 0°03'01" West, 1,661.21 feet to a point;

THENCE South 89°57'41" West, 147.08 feet to a point;

THENCE North 0°26'51" East, 5,386.54 feet to a point;

THENCE South 89°30'00" East, 826.10 feet to a point;

THENCE North 0°18'32" East, 1,480.32 feet to a point;

THENCE South 89°50'48" West, 822.57 feet to a point;

THENCE North 0°26'50" East, 1,207.15 feet to a point;

THENCE South 89°47'54" East, 1,219.89 feet to the POINT OF BEGINNING Containing 14,441,466 square feet, 331.531 acres of land, more or less.

EXHIBIT
331.531 ACRES - 14,441,501 SQ. FT. IN THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision from a survey made on the ground on July 1, 2020, that this plat correctly represents the facts found at the time of said survey.

07/21/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

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Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S16°14'08"E	1248.38'
L2	S89°50'48"W	735.77'
L3	S00°18'38"W	1480.55'
L4	S89°30'00"E	1451.50'
L5	S00°54'05"W	160.44'
L6	S36°05'31"E	124.81'
L7	S07°19'29"W	553.21'
L8	S80°56'00"W	362.90'
L9	S38°15'13"W	332.04'
L10	S10°04'32"W	271.51'
L11	S54°06'16"W	181.55'
L12	S08°28'11"W	147.80'
L13	S62°40'31"E	153.52'
L14	S20°47'48"E	346.98'
L15	S56°54'41"E	296.19'
L16	S16°45'56"E	55.79'
L17	S16°19'39"W	277.69'
L18	S12°42'42"E	196.66'
L19	S28°28'44"E	123.07'
L20	S00°00'00"E	190.89'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	S34°19'04"E	209.63'
L22	S19°17'22"W	395.03'
L23	S09°24'41"W	333.41'
L24	S13°59'33"E	234.35'
L25	S47°40'23"W	264.27'
L26	S16°59'14"W	348.90'
L27	S07°47'51"W	499.92'
L28	S15°12'20"W	1659.85'
L29	S33°44'35"W	215.20'
L30	S56°45'49"W	314.03'
L31	S87°25'43"W	84.55'
L32	N89°00'54"W	83.16'
L33	N83°24'10"W	111.05'
L34	S06°40'13"W	10.03'
L35	N83°19'47"W	339.20'
L36	N00°03'01"W	1661.21'
L37	S89°57'41"W	147.08'
L38	N00°26'51"E	5386.54'
L39	S89°30'00"E	826.10'
L40	N00°18'32"E	1480.32'

LINE TABLE		
LINE	DIRECTION	LENGTH
L41	S89°50'48"W	822.57'
L42	N00°26'50"E	1207.15'
L43	S89°47'54"E	1219.89'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	150.44'	1545.00'	5°34'44"	N86°11'32"W	150.38'

STATE OF TEXAS
REGISTERED
ROBERT GLEN MALOY
6028
PROFESSIONAL
LAND SURVEYOR

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision from a survey made on the ground on July 1, 2020, that this plat correctly represents the facts found at the time of said survey.

EXHIBIT
331.531 ACRES - 14,441,501 SQ. FT. IN THE JOHN DAVIS SURVEY, ABSTRACT NO. 254, THE WILLIAM P. ALLEN SURVEY, ABSTRACT NO. 24, AND THE JONATHAN HOWARD SURVEY, ABSTRACT NO. 442, COLLIN COUNTY, TEXAS

Robert Glen Maloy 07/21/2021

Robert Glen Maloy Texas R.P.L.S. No. 6028

LANDPOINT INC.
6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

X:\2021\21-0195-6\Working\DWG\Easement & ROW Exhibits\21-0195 Dynavest - Celina - PID Exhibit.dwg

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

APPENDIX E
HOMEBUYER DISCLOSURE

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

Homebuyer Disclosure Form

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to Little Elm, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Valencia Public Improvement District (the "District") created under [insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable].

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from [insert name of municipality or county, as applicable]. The exact amount of each annual installment will be approved each year by [insert name of city council or county commissioners court, as applicable] in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from [insert name of municipality or county, as applicable].

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____

_____ Signature of Purchaser

_____ Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet.

A) Proposed Development

The following table shows the proposed residential units to be developed within Phase #1A-1B.

Table F-1
Proposed Development- Phase #1A-1B

Proposed Development	Phase #1A	Phase #1B	Measurement
Single-Family - 60 Ft	81	-	Units
Single-Family - 50 Ft	220	-	Units
Single-Family - 40 Ft	120	192	Units
Total	**421**	**192**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements to be financed with the Phase #1A-1B Reimbursement Agreement shall be allocated to the Assessed Property by spreading the entire Assessment for that particular Improvement Area across the Parcels based on the estimated Equivalent Units.

For purposes of this Plan, the City Council has determined that the Assessments shall be allocated to the 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 lots, 50 Ft lots, 40 Ft lots, 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 Lot) representing the highest value to Lot Type 3 (50 Ft

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

Lot) representing the lowest value for residential lots are set forth in Table F-2 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) to 1.0 ("Equivalent Units").

Table F-2
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (60 Ft)	$412,500	1.00	per unit
Lot Type 2 (50 Ft)	$343,750	0.83	per unit
Lot Type 3 (40 Ft)	$275,000	0.67	per unit

The total Equivalent Units for the Phase #1A-1B are shown in Table F-3 below as calculated based on the Equivalent Unit factors shown above in Table F-2, estimated Lot Types and number of units estimated to be built within Phase #1A-1B.

Table F-3
Estimated Equivalent Units- Phase #1A-1B

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	94	1.00	94.00
Lot Type 2 (50 Ft)	213	0.83	176.79
Lot Type 3 (40 Ft)	306	0.67	205.02
Total Equivalent Units	**613**		**475.81**

C) Allocation of Assessments to Lots within Phase #1A-1B

The total amount of the Phase #1A-1B Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1A-1B, is $11,970,000. As shown in Table F-3, there are a total of 475.81 Equivalent Units, resulting in an Assessment per Unit of $25,157.10 (i.e., $11,970,000 ÷ 475.81 = $25,157.10).

Table F-4 on the following page sets forth the Assessment per dwelling unit within Phase #1A-1B.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

Table F-4
Assessment Per Unit – Phase #1A-1B

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft)	94	$25,157.10	1.00	$25,157.10	per dwelling unit	$2,364,767
Lot Type 2 (50 Ft)	213	$25,157.10	0.83	$20,880.39	per dwelling unit	$4,447,524
Lot Type 3 (40 Ft)	306	$25,157.10	0.67	$16,855.26	per dwelling unit	$5,157,709
Total	**613**					**$11,970,000**

The projected leverage calculated the projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within Phase #1A-1B is shown in Table F-5 below.

Table F-5
Projected Leverage – Phase #1A-1B

Description	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)
60 Ft Lots	94	$72,000	$412,500	$25,157.10	2.86	16.40
50 Ft Lots	213	$60,000	$343,750	$20,880.39	2.87	16.46
40 Ft Lots	306	$48,000	$275,000	$16,855.26	2.85	16.32

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 unit within Phase #1A-1B is shown in Table F-6 below.

Table F-6
Estimated Tax Rate Equivalent per unit – Phase #1A-1B

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	81	$72,000	$412,500	$1,677	$2.33	$0.41
50 Ft Lots	220	$60,000	$343,750	$1,391	$2.32	$0.40
40 Ft Lots	312	$48,000	$275,000	$1,123	$2.34	$0.41

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1A-1B is shown on the Phase #1A-1B 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.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

APPENDIX G
PROPOSED PHASE #1A-1B ASSESSMENT ROLL

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

Appendix F-1
Proposed Phase #1A-1B Assessment Roll

Parcel	**All Parcels**
Units	**475.81**
Assessment	**$11,970,000**

Year [1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$215,000	$538,650	$50,000	$803,650
9/30/2023	$220,000	$528,975	$51,000	$799,975
9/30/2024	$230,000	$519,075	$52,020	$801,095
9/30/2025	$240,000	$508,725	$53,060	$801,785
9/30/2026	$245,000	$497,925	$54,122	$797,047
9/30/2027	$255,000	$486,900	$55,204	$797,104
9/30/2028	$265,000	$475,425	$56,308	$796,733
9/30/2029	$280,000	$463,500	$57,434	$800,934
9/30/2030	$290,000	$450,900	$58,583	$799,483
9/30/2031	$300,000	$437,850	$59,755	$797,605
9/30/2032	$310,000	$424,350	$60,950	$795,300
9/30/2033	$325,000	$410,400	$62,169	$797,569
9/30/2034	$340,000	$395,775	$63,412	$799,187
9/30/2035	$350,000	$380,475	$64,680	$795,155
9/30/2036	$365,000	$364,725	$65,974	$795,699
9/30/2037	$380,000	$348,300	$67,293	$795,593
9/30/2038	$395,000	$331,200	$68,639	$794,839
9/30/2039	$415,000	$313,425	$70,012	$798,437
9/30/2040	$430,000	$294,750	$71,412	$796,162
9/30/2041	$450,000	$275,400	$72,841	$798,241
9/30/2042	$465,000	$255,150	$74,297	$794,447
9/30/2043	$485,000	$234,225	$75,783	$795,008
9/30/2044	$505,000	$212,400	$77,299	$794,699
9/30/2045	$530,000	$189,675	$78,845	$798,520
9/30/2046	$550,000	$165,825	$80,422	$796,247
9/30/2047	$575,000	$141,075	$82,030	$798,105
9/30/2048	$600,000	$115,200	$83,671	$798,871
9/30/2049	$625,000	$88,200	$85,344	$798,544
9/30/2050	$650,000	$60,075	$87,051	$797,126
9/30/2051	$685,000	$30,825	$88,792	$804,617
Total	**$11,970,000**	**$9,939,375**	**$2,028,404**	**$23,937,779**

1 – The 9/30/XX dates represent the fiscal year end.
2- Annual Installments are calculated assuming an estimated 4.50% interest rate on the Phase #1A-1B Reimbursement Agreement and will be updated at the time of levy.
4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

Appendix F-2
Proposed Phase #1A-1B Assessment Roll

Lot Type	**Lot Type 1 (60 Ft)**
Assessment	**$25,157.10**
Equivalent Unit	**1.00**

Year [1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$452	$1,132	$105	$1,689
9/30/2023	$462	$1,112	$107	$1,681
9/30/2024	$483	$1,091	$109	$1,684
9/30/2025	$504	$1,069	$112	$1,685
9/30/2026	$515	$1,046	$114	$1,675
9/30/2027	$536	$1,023	$116	$1,675
9/30/2028	$557	$999	$118	$1,674
9/30/2029	$588	$974	$121	$1,683
9/30/2030	$609	$948	$123	$1,680
9/30/2031	$631	$920	$126	$1,676
9/30/2032	$652	$892	$128	$1,671
9/30/2033	$683	$863	$131	$1,676
9/30/2034	$715	$832	$133	$1,680
9/30/2035	$736	$800	$136	$1,671
9/30/2036	$767	$767	$139	$1,672
9/30/2037	$799	$732	$141	$1,672
9/30/2038	$830	$696	$144	$1,670
9/30/2039	$872	$659	$147	$1,678
9/30/2040	$904	$619	$150	$1,673
9/30/2041	$946	$579	$153	$1,678
9/30/2042	$977	$536	$156	$1,670
9/30/2043	$1,019	$492	$159	$1,671
9/30/2044	$1,061	$446	$162	$1,670
9/30/2045	$1,114	$399	$166	$1,678
9/30/2046	$1,156	$349	$169	$1,673
9/30/2047	$1,208	$296	$172	$1,677
9/30/2048	$1,261	$242	$176	$1,679
9/30/2049	$1,314	$185	$179	$1,678
9/30/2050	$1,366	$126	$183	$1,675
9/30/2051	$1,440	$65	$187	$1,691
Total	**$25,157**	**$20,889**	**$4,263**	**$50,310**

1 – The 9/30/XX dates represent the fiscal year end.
2- Annual Installments are calculated assuming an estimated 4.50% interest rate on the Phase #1A-1B Reimbursement Agreement and will be updated at the time of levy.
4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

Appendix F-2
Proposed Phase #1A-1B Assessment Roll

Lot Type	**Lot Type 2 (50 Ft)**
Assessment	**$20,880.39**
Equivalent Unit	**0.83**

Year [1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$375	$940	$87	$1,402
9/30/2023	$384	$923	$89	$1,395
9/30/2024	$401	$905	$91	$1,397
9/30/2025	$419	$887	$93	$1,399
9/30/2026	$427	$869	$94	$1,390
9/30/2027	$445	$849	$96	$1,390
9/30/2028	$462	$829	$98	$1,390
9/30/2029	$488	$809	$100	$1,397
9/30/2030	$506	$787	$102	$1,395
9/30/2031	$523	$764	$104	$1,391
9/30/2032	$541	$740	$106	$1,387
9/30/2033	$567	$716	$108	$1,391
9/30/2034	$593	$690	$111	$1,394
9/30/2035	$611	$664	$113	$1,387
9/30/2036	$637	$636	$115	$1,388
9/30/2037	$663	$608	$117	$1,388
9/30/2038	$689	$578	$120	$1,387
9/30/2039	$724	$547	$122	$1,393
9/30/2040	$750	$514	$125	$1,389
9/30/2041	$785	$480	$127	$1,392
9/30/2042	$811	$445	$130	$1,386
9/30/2043	$846	$409	$132	$1,387
9/30/2044	$881	$371	$135	$1,386
9/30/2045	$925	$331	$138	$1,393
9/30/2046	$959	$289	$140	$1,389
9/30/2047	$1,003	$246	$143	$1,392
9/30/2048	$1,047	$201	$146	$1,394
9/30/2049	$1,090	$154	$149	$1,393
9/30/2050	$1,134	$105	$152	$1,391
9/30/2051	$1,195	$54	$155	$1,404
Total	**$20,880**	**$17,338**	**$3,538**	**$41,757**

1 – The 9/30/XX dates represent the fiscal year end.
2- Annual Installments are calculated assuming an estimated 4.50% interest rate on the Phase #1A-1B Reimbursement Agreement and will be updated at the time of levy.
4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

Appendix F-2
Proposed Phase #1A-1B Assessment Roll

Lot Type	**Lot Type 3 (40 Ft)**
Assessment	**$16,855.26**
Equivalent Unit	**0.67**

Year [1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/30/2022	$303	$758	$70	$1,132
9/30/2023	$310	$745	$72	$1,126
9/30/2024	$324	$731	$73	$1,128
9/30/2025	$338	$716	$75	$1,129
9/30/2026	$345	$701	$76	$1,122
9/30/2027	$359	$686	$78	$1,122
9/30/2028	$373	$669	$79	$1,122
9/30/2029	$394	$653	$81	$1,128
9/30/2030	$408	$635	$82	$1,126
9/30/2031	$422	$617	$84	$1,123
9/30/2032	$437	$598	$86	$1,120
9/30/2033	$458	$578	$88	$1,123
9/30/2034	$479	$557	$89	$1,125
9/30/2035	$493	$536	$91	$1,120
9/30/2036	$514	$514	$93	$1,120
9/30/2037	$535	$490	$95	$1,120
9/30/2038	$556	$466	$97	$1,119
9/30/2039	$584	$441	$99	$1,124
9/30/2040	$605	$415	$101	$1,121
9/30/2041	$634	$388	$103	$1,124
9/30/2042	$655	$359	$105	$1,119
9/30/2043	$683	$330	$107	$1,119
9/30/2044	$711	$299	$109	$1,119
9/30/2045	$746	$267	$111	$1,124
9/30/2046	$774	$234	$113	$1,121
9/30/2047	$810	$199	$116	$1,124
9/30/2048	$845	$162	$118	$1,125
9/30/2049	$880	$124	$120	$1,124
9/30/2050	$915	$85	$123	$1,122
9/30/2051	$965	$43	$125	$1,133
Total	**$16,855**	**$13,996**	**$2,856**	**$33,707**

1 – The 9/30/XX dates represent the fiscal year end.
2- Annual Installments are calculated assuming an estimated 4.50% interest rate on the Phase #1A-1B Reimbursement Agreement and will be updated at the time of levy.
4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

EXHIBIT B
CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on *September 28, 2021 at or after 5:00 p.m.at Celina City Council Chambers, 112 N. Colorado St., Celina, Texas 75009*. In the event that the City Council is unable to meet at the City Council Chambers on September 28, 2021, the City will post on its website, www.celina-tx.gov, information for persons to attend the meeting by telephone, videoconference, or other electronic means. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Legacy Hills Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the property within the District.

The total costs of the Authorized Improvements that benefit Phase #1A-1B of the District (the "Phase #1A-1B Improvements"), including the costs of creating the District, is approximately $17,040,162.

The boundaries of the District include approximately *331.531* acres of land generally located *west of Celina Parkway and North of G A Moore Parkway,* located within the City and as more particularly described by a metes and bounds description available at Celina City Hall located 142 N. Ohio Dr., Celina, Texas 75009 and available for public inspection.

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

A copy of the Phase #1A-1B Assessment Roll relating to the Phase #1A-1B Improvements (the "Assessment Roll"), which Assessment Roll includes the assessments to be levied against each parcel in the District for the Phase #1A-1B Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Dr., Celina, Texas 75009.

Attachment: Draft Resolution (Legacy Hills PID Pre-SAP)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: 21-02 Annexation Resolution

Action Requested:
Consider and act upon a resolution of intent to annex approximately 1,508 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (21-02 Annexation Resolution) (Lopez)

1) Denton CAD Property ID 623698, being an approximate 1 acre tract of land in Denton County, Texas, legally described as Merritt Park Addition Lot 1; generally located approximately 2,400 feet north of Parvin Road and 3,000 feet east of Smiley Road (Thornton, W Keith & Margaret M),
2) Denton CAD Property ID 623699, being an approximate 1 acre tract of land in Denton County, Texas, legally described as Merritt Park Addition Lot 2; generally located approximately 2,700 feet north of Parvin Road and 3,400 feet east of Smiley Road (Merritt, James H III & Parker, Susanna),
3) Denton CAD Property ID 52706, being an approximate 133 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 1; generally located approximately 2,200 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
4) Denton CAD Property ID 52723, being an approximate 49.73 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 6; generally located approximately 1,800 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
5) Denton CAD Property ID 52757, being an approximate 33.6 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 7; generally located approximately 1,800 feet south of Carey Road and 2,000 feet east of Smiley Road (Merritt/Thornton Farms P/S),
6) Denton CAD Property ID 52711, being an approximate 24.82 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 2; generally located approximately 800 feet east of Old Dairy Farm Road and 2,000 feet east of Smiley Road (Merritt/Thornton Farms P/S),
7) Denton CAD Property ID 161692, being an approximate 0.78 acre tract of land in Denton

County, Texas, legally described as Abstract No. 0253 in the C. Copenhaver Survey, Tract 1; generally located approximately 500 feet east of Old Dairy Farm Road and 2,000 feet east of Smiley Road (Merritt/Thornton Farms P/S),

8) Denton CAD Property ID 122984, being an approximate 8.65 acre tract of land in Denton County, Texas, legally described as Smiley Acres Lot 3; generally located east of Old Dairy Farm Road and approximately 1,500 feet east of Smiley Road (Merritt/Thornton Farms P/S),
9) Denton CAD Property ID 52745, being an approximate 66.42 acre tract of land in Denton County, Texas, legally described as Abstract No. 0253 in the C. Copenhaver Survey, Tract 9; generally located approximately 300 feet north of Parvin Road and approximately 800 feet east of Smiley Road (Merritt/Thornton Farms P/S),
10) Denton CAD Property ID 52761, being an approximate 28.63 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 10; generally located east of Smiley Road and approximately 1,000 feet north of Old Dairy Farm Road (Thornton, W Keith & James H III),
11) Denton CAD Property ID 52731, being an approximate 370.85 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889 in the J. McKim Survey, Tract 2; generally located at the northwest corner of Legacy Drive and Parvin Road (Merritt/Thornton Farms P/S),
12) Denton CAD Property ID 52652, being an approximate 36.09 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265 in the A. Thompson Survey, Tract 3; generally located approximately 1,800 feet south of Carey Road and approximately 1,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
13) Collin CAD Property ID 991528, being an approximate 58.56 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Tract 17; generally located at the northwest corner of Louisiana Drive and County Road 58 (Chaillot William L Jr & Chaillot Mary Family Trust),
14) Collin CAD Property ID 995070, being an approximate 42.32 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 1; generally located approximately 3,600 feet east of County Road 10 and approximately 4,700 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
15) Collin CAD Property ID 995098, being an approximate 17.75 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 3; generally located approximately 2,000 feet east of County Road 10 and approximately 2,200 feet north of Fritcher Road (Bunch Living Trust the Marvin L Bunch Trustee),
16) Collin CAD Property ID 995739, being an approximate 93.45 acre tract of land in Collin County, Texas, legally described as Abstract No.0569 in the F. L. Meriwether Survey, Tract 1; generally located approximately 3,000 feet east of FM 455 and at the terminus of County Road 946 (Ganji Shaun),
17) Collin CAD Property ID 2725109, being an approximate 75.16 acre tract of land in Collin County, Texas, legally described as Abstract No. 0876 in the S. A. & M. G. RY. Co. Survey, Tract 1; generally located approximately 700 feet west of County Road 58 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
18) Collin CAD Property ID 2725111, being an approximate 84.1 acre tract of land in Collin County, Texas, legally described as Abstract No. 0024 in the W. P. Allen Survey, Tract 1; generally located generally located approximately 2,000 feet east of County Road 10 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
19) Collin CAD Property ID 2760320, being an approximate 27.8 acre tract of land in Collin County, Texas, legally described as Abstract No. 0387 in the J. E. Heath Survey, Tract 1; generally located at the southwest corner of FM 455 and County Road 946 (Elevated Roofing LLC),
20) Collin CAD Property ID 991813, being an approximate 35 acre tract of land in Collin County, Texas, legally described as Abstract No. 0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 18; generally located north County Road 8 and at the terminus of County Road 54

(Barnett Rebecca A),

21) Collin CAD Property ID 2691384, being an approximate 2 acre tract of land in Collin County, Texas, legally described as Abstract No. 0380 in the W. H. Herron Survey, Tract 25; east of Preston Road and approximately 2,000 feet north of County Road 95 (1595 N Preston 2 LLC),
22) Collin CAD Property ID 2756755, being an approximate 3.18 acre tract of land in Collin County, Texas, legally described as Abstract No. 0380 in the W. H. Herron Survey, Tract 28; generally located approximately 300 feet east of Preston Road and approximately 2,000 feet north of County Road 95 (1595 N Preston 3 LLC),
23) Collin CAD Property ID 2753685, being an approximate 22.61 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 14; generally located east of County Road 128 and approximately 1,000 feet north of County Road 130 (10226 Celina LC),
24) Collin CAD Property ID 2762213, being an approximate 39.2 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 16; generally located south of County Road 128 and approximately 3,000 feet west of County Road 133 (10226 Celina LC),
25) Collin CAD Property ID 2125473, being an approximate 54.57 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 26; generally located west of County Road 59 and approximately 1,800 feet north of County Road 58 (Palmer Mark & Debbie),
26) Collin CAD Property ID 2719620, being an approximate 15 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 30; generally located south of County Road 59 and approximately 2,000 feet east of County Road 58 (Pensco Trust Company Custodian Fbo Deborah L Palmer Ira 100%),
27) Collin CAD Property ID 2071429, being an approximate 20.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 23; generally located east of County Road 58 and approximately 2,250 feet south of County Road 59 (Safi Shah & Lailuma & Homayun Safi),
28) Collin CAD Property ID 1005245, being an approximate 35.84 acre tract of land in Collin County, Texas, legally described as Abstract No. 0394 in the Daniel Howell Survey, Tract 17; generally located west of County Road 127 and approximately 2,500 feet north of County Road 129 (Ssar Enterprises Ltd & Praachi Holdings LLC),
29) Collin CAD Property ID 2563027, being an approximate 18.97 acre tract of land in Collin County, Texas, legally described as Abstract No. 0394 in the Daniel Howell Survey, Tract 18; generally located west of County Road 127 and approximately 2,300 feet north of County Road 129 (Celina Warren 36 LP), and
30) Collin CAD Property ID 2653064, being an approximate 106.77 acre tract of land in Collin County, Texas, legally described as Abstract No. 0377 in the Jno M. Herron Survey, Tract 1; generally located at the southwest corner of G. A. Moore Parkway and Preston Road (Poway Enterprise LP).

Background Information:

In alignment with the City's growth strategies and per the direction from Celina's City Council, the purpose of this resolution is relating to the intent to annex certain properties.

Below is the anticipated annexation schedule for the properties:

September 14, 2021 - City Council acts on a resolution to set the public hearing dates.
October12, 2021 - First Public Hearing to be held.
April 12, 2022 - Petition Verification
May 10, 2022 - Second Public Hearing to be held.

June 14, 2022 - Third Public Hearing and annexation ordinance adoption.

Supporting Documents:

- Location Map
- Staff Presentation
- Resolution

Staff Recommendation:

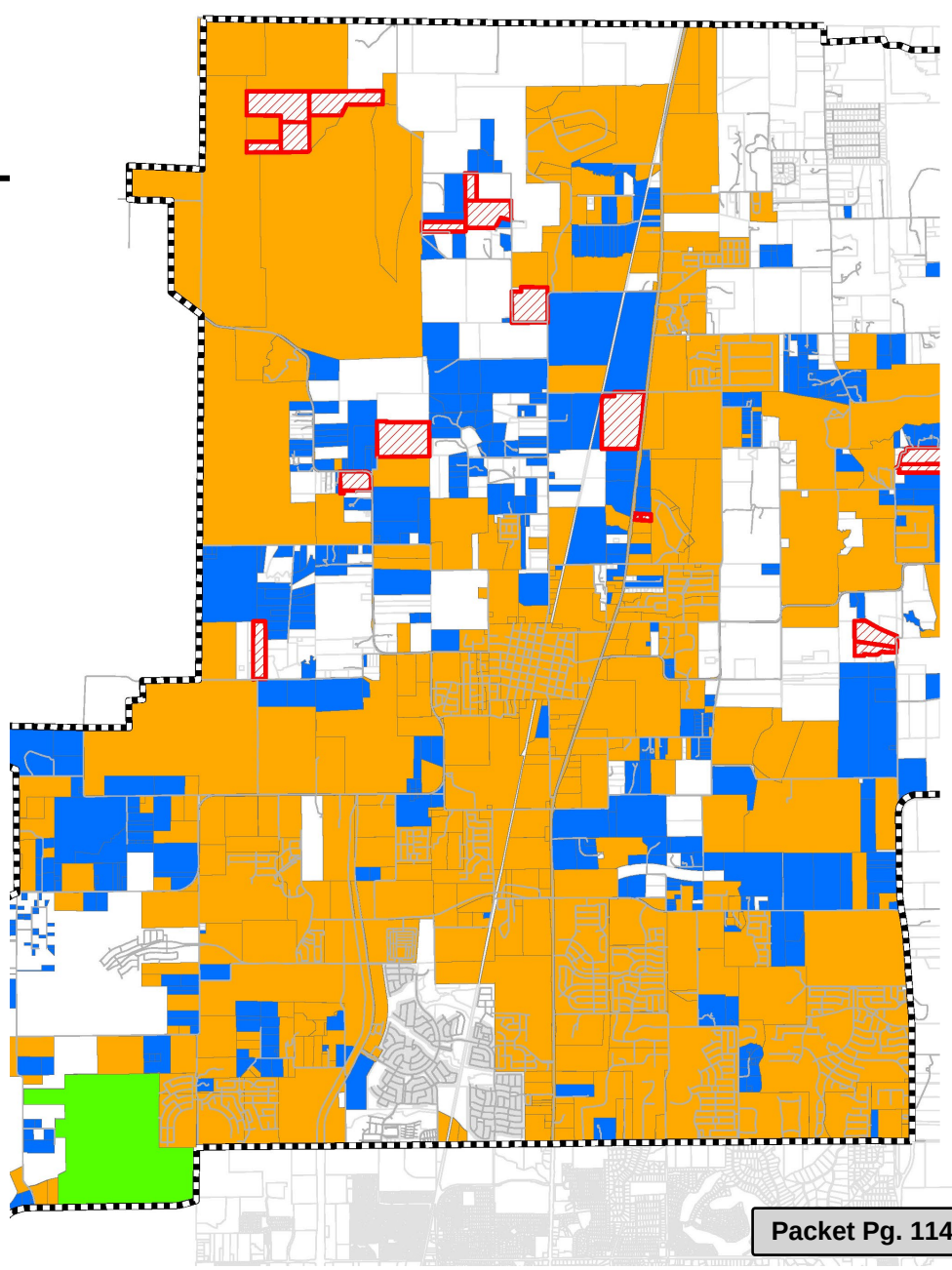
Staff recommends approval of the Resolution.

ANNEXATION 21-02

City Council
September 14, 2021

Attachment: Staff Presentation (21-02 Annexation Resolution)

ANNEXATION MAP



Attachment: Staff Presentation (21-02 Annexation Resolution)

FAST FACTS

- No person has been annexed since 2017 State law changes (just commercial or empty land)
- City's preference is to defer annexation for as long as possible (over 600 agreements)
- Some property owners have desired immediate annexation and zoning when contacted in order to secure future entitlements and protect property values

Attachment: Staff Presentation (21-02 Annexation Resolution)

POLICY POINTS

- City taxpayers subsidize services and infrastructure to county residents in the ETJ
- Ensures more orderly growth
- Places more infrastructure burden on the development community
- Critical to the health of the long-range tax base (and rate)

Attachment: Staff Presentation (21-02 Annexation Resolution)

ANNEXATION TIMELINE

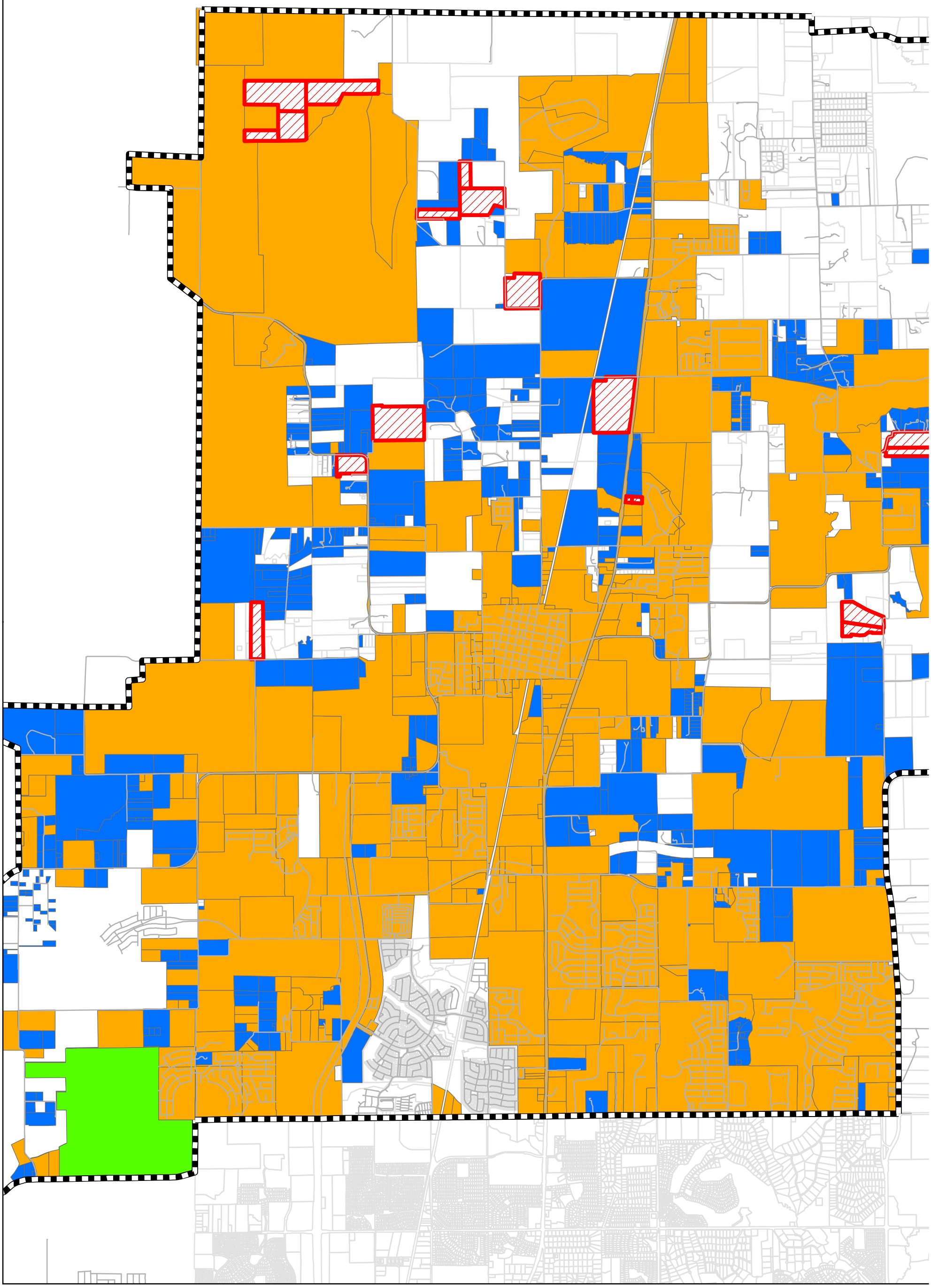
- September 14, 2021 – Annexation Resolution
- October 12, 2021 – 1st Public Hearing
- April 12, 2022 – Petition Verification
- May 10, 2022 – 2nd Public Hearing
- June 14, 2022 – 3rd Public Hearing and Annexation Ordinance Adoption

Attachment: Staff Presentation (21-02 Annexation Resolution)

RECOMMENDATION

- Staff recommends approval as presented

Attachment: Staff Presentation (21-02 Annexation Resolution)



Attachment: Location Map (21-02 Annexation Resolution)

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 8/24/2021

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition
- Parcels

N
W E
S

0 4,100 8,200 Feet

RESOLUTION NO. R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS RELATING TO THE INTENTION TO ANNEX CERTAIN PROPERTY PURSUANT TO THE REQUIREMENTS OF SUBCHAPTER C-4, TEXAS LOCAL GOVERNMENT CODE, INTO THE CORPORATE LIMITS OF THE CITY OF CELINA; PROVIDING FOR ALL MATTERS REQUIRED BY SUBCHAPTER C-4; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has the authority to annex property into the corporate limits of the City of Celina, Texas, a home-rule municipality ("City") in accordance with applicable state law and the City Charter; and

WHEREAS, Section 43.0682 of the Texas Local Government Code provides that a city proposing to annex property under Subchapter C-4 must prepare and adopt a resolution of intent containing certain specified information; and

WHEREAS, the City Council desires to adopt a resolution in compliance with the requirements of Section 43.0682.

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

Section 1. Findings Incorporated. The facts, findings and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

Section 2. Intent to Annex and Service Plan. In accordance with Section 43.0682 of the Texas Local Government Code, the City Council hereby resolves the following:

1. The City intends to annex the area, approximately 1,508 acres, generally located in the description below:

1) Denton CAD Property ID 623698, being an approximate 1 acre tract of land in Denton County, Texas, legally described as Merritt Park Addition Lot 1; generally located approximately 2,400 feet north of Parvin Road and 3,000 feet east of Smiley Road (Thornton, W Keith & Margaret M),
2) Denton CAD Property ID 623699, being an approximate 1 acre tract of land in Denton County, Texas, legally described as Merritt Park Addition Lot 2; generally located approximately 2,700 feet north of Parvin Road and 3,400 feet east of Smiley Road (Merritt, James H III & Parker, Susanna),
3) Denton CAD Property ID 52706, being an approximate 133 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 1; generally located approximately 2,200 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
4) Denton CAD Property ID 52723, being an approximate 49.73 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 6; generally located approximately 1,800 feet south of Carey Road and 2,700 feet west of

Attachment: Resolution (21-02 Annexation Resolution)

Legacy Drive (Merritt/Thornton Farms P/S),

5) Denton CAD Property ID 52757, being an approximate 33.6 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 7; generally located approximately 1,800 feet south of Carey Road and 2,000 feet east of Smiley Road (Merritt/Thornton Farms P/S),
6) Denton CAD Property ID 52711, being an approximate 24.82 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 2; generally located approximately 800 feet east of Old Dairy Farm Road and 2,000 feet east of Smiley Road (Merritt/Thornton Farms P/S),
7) Denton CAD Property ID 161692, being an approximate 0.78 acre tract of land in Denton County, Texas, legally described as Abstract No. 0253 in the C. Copenhaver Survey, Tract 1; generally located approximately 500 feet east of Old Dairy Farm Road and 2,000 feet east of Smiley Road (Merritt/Thornton Farms P/S),
8) Denton CAD Property ID 122984, being an approximate 8.65 acre tract of land in Denton County, Texas, legally described as Smiley Acres Lot 3; generally located east of Old Dairy Farm Road and approximately 1,500 feet east of Smiley Road (Merritt/Thornton Farms P/S),
9) Denton CAD Property ID 52745, being an approximate 66.42 acre tract of land in Denton County, Texas, legally described as Abstract No. 0253 in the C. Copenhaver Survey, Tract 9; generally located approximately 300 feet north of Parvin Road and approximately 800 feet east of Smiley Road (Merritt/Thornton Farms P/S),
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12) Denton CAD Property ID 52652, being an approximate 36.09 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265 in the A. Thompson Survey, Tract 3; generally located approximately 1,800 feet south of Carey Road and approximately 1,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
13) Collin CAD Property ID 991528, being an approximate 58.56 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Tract 17; generally located at the northwest corner of Louisiana Drive and County Road 58 (Chaillot William L Jr & Chaillot Mary Family Trust),
14) Collin CAD Property ID 995070, being an approximate 42.32 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 1; generally located approximately 3,600 feet east of County Road 10 and approximately 4,700 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
15) Collin CAD Property ID 995098, being an approximate 17.75 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey,

Attachment: Resolution (21-02 Annexation Resolution)

Tract 3; generally located approximately 2,000 feet east of County Road 10 and approximately 2,200 feet north of Fritcher Road (Bunch Living Trust the Marvin L Bunch Trustee),

16) Collin CAD Property ID 995739, being an approximate 93.45 acre tract of land in Collin County, Texas, legally described as Abstract No.0569 in the F. L. Meriwether Survey, Tract 1; generally located approximately 3,000 feet east of FM 455 and at the terminus of County Road 946 (Ganji Shaun),
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18) Collin CAD Property ID 2725111, being an approximate 84.1 acre tract of land in Collin County, Texas, legally described as Abstract No. 0024 in the W. P. Allen Survey, Tract 1; generally located generally located approximately 2,000 feet east of County Road 10 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
19) Collin CAD Property ID 2760320, being an approximate 27.8 acre tract of land in Collin County, Texas, legally described as Abstract No. 0387 in the J. E. Heath Survey, Tract 1; generally located at the southwest corner of FM 455 and County Road 946 (Elevated Roofing LLC),
20) Collin CAD Property ID 991813, being an approximate 35 acre tract of land in Collin County, Texas, legally described as Abstract No. 0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 18; generally located north County Road 8 and at the terminus of County Road 54 (Barnett Rebecca A),
21) Collin CAD Property ID 2691384, being an approximate 2 acre tract of land in Collin County, Texas, legally described as Abstract No. 0380 in the W. H. Herron Survey, Tract 25; east of Preston Road and approximately 2,000 feet north of County Road 95 (1595 N Preston 2 LLC),
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23) Collin CAD Property ID 2753685, being an approximate 22.61 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 14; generally located east of County Road 128 and approximately 1,000 feet north of County Road 130 (10226 Celina LC),
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Attachment: Resolution (21-02 Annexation Resolution)

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27) Collin CAD Property ID 2071429, being an approximate 20.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 23; generally located east of County Road 58 and approximately 2,250 feet south of County Road 59 (Safi Shah & Lailuma & Homayun Safi),
28) Collin CAD Property ID 1005245, being an approximate 35.84 acre tract of land in Collin County, Texas, legally described as Abstract No. 0394 in the Daniel Howell Survey, Tract 17; generally located west of County Road 127 and approximately 2,500 feet north of County Road 129 (Ssar Enterprises Ltd & Praachi Holdings LLC),
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30) Collin CAD Property ID 2653064, being an approximate 106.77 acre tract of land in Collin County, Texas, legally described as Abstract No. 0377 in the Jno M. Herron Survey, Tract 1; generally located at the southwest corner of G. A. Moore Parkway and Preston Road (Poway Enterprise LP).

2. Exhibit A contains a detailed description and map of the area the City intends to annex;
3. Exhibit B contains a description of each service to be provided by the City in the area on or after the effective date of the annexation, including, as applicable:
    a. police protection;
    b. fire protection;
    c. emergency medical services;
    d. solid waste collection;
    e. operation and maintenance of water and wastewater facilities in the annexed area;
    f. operation and maintenance of roads and streets, including road and street lighting;
    g. operation and maintenance of parks, playgrounds, and swimming pools; and
    h. operation and maintenance of any other publicly owned facility, building, or service;
4. Exhibit B contains a list of each service the City will provide on the effective date of the annexation; and
5. Exhibit C contains a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation.

Section 3. Notice of Public Hearing. Not later than the 7th day after the adoption of this Resolution, the City Secretary of the City of Celina, Texas, is hereby authorized and directed to cause notice of a public hearing to be held not earlier than the 21st day and not later than the 30th day after the date of adoption of this Resolution, which notice shall contain the information required by Local Government Code Section 43.0683, to be posted on the City's website, published once in a

Attachment: Resolution (21-02 Annexation Resolution)

newspaper having general circulation in the city and in the above-described territory, and mailed to residents and property owners in the area proposed to be annexed in accordance with the Municipal Annexation Act.

Section 4. Petition for Annexation. The Development Services Director shall prepare a petition for annexation that conforms to the requirements of Local Government Code Section 43.0685. Unless directed otherwise after the public hearing, signatures on the petition for annexation may be collected on the petition following the public hearing held pursuant to Section 3 above and after the 31st day but before the 180th day after the adoption of this Resolution.

Section 5. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by a valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED and **ADOPTED** on this the 14th day of September, 2021.

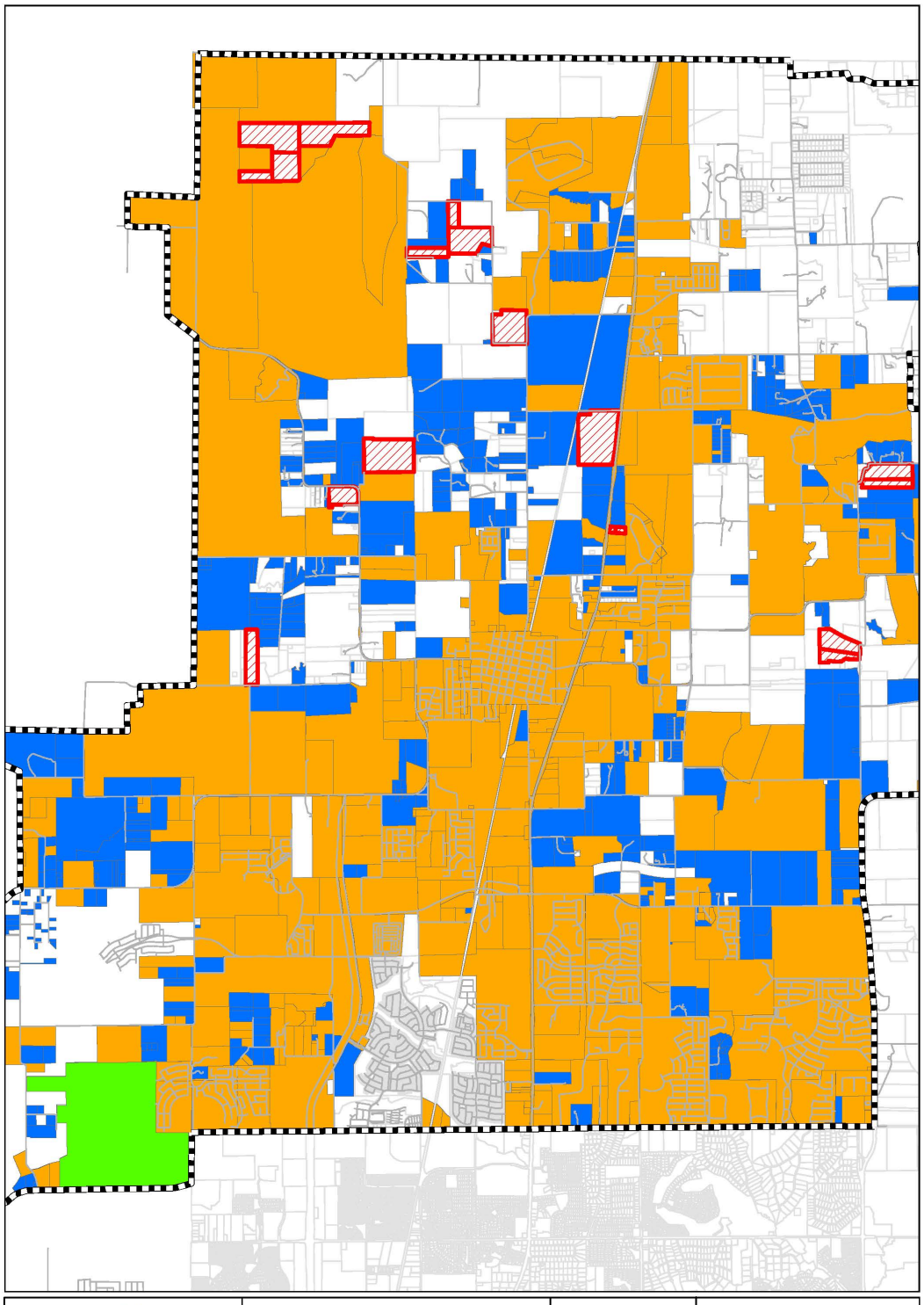
_____
Mayor

ATTEST:

_____
City Secretary

Attachment: Resolution (21-02 Annexation Resolution)

EXHIBIT A



Attachment: Resolution (21-02 Annexation Resolution)

EXHIBIT B
Municipal Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code ("LGC"), Section 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina on the date of annexation 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.

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 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. 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

Attachment: Resolution (21-02 Annexation Resolution)

vi) Constriction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient, fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area 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. 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 pursuant to Section 43.0661 of the Texas Local Government Code.

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. Property owners are eligible to extend/expand facilities immediately upon annexation. 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.

Attachment: Resolution (21-02 Annexation Resolution)

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. Property owners are eligible to extend/expand facilities immediately upon annexation. 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 roadway/street maintenance shall be provided within the annexed area immediately upon annexation as set forth herein. 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. Private roads/streets and drives shall remain private and not be improved, reconstructed, maintained or serviced by the City.

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 roads/streets to City standards commences within the annexed area, 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/street 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

Attachment: Resolution (21-02 Annexation Resolution)

within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities immediately upon annexation. 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

Attachment: Resolution (21-02 Annexation Resolution)

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.

Attachment: Resolution (21-02 Annexation Resolution)

EXHIBIT C

All services identified in Exhibit B will be provided immediately upon the effective date of annexation of the area.

Attachment: Resolution (21-02 Annexation Resolution)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Jason Laumer, City Manager
Date: September 14, 2021
Re: FY2021-2022 Tax Revenue Increase Ratification

Action Requested:
Consider and act upon ratifying the property tax revenue increase reflected in the annual budget for the Fiscal Year 2021-2022; beginning October 1, 2021 and ending September 30, 2022. (Bromiley)

Background Information:
Local Government Code Section 102.007, subsection (c) states that:
"Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. **A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code"**

The proposed FY2021-2022 budget will require raising more revenue from property taxes than in the previous year, and therefore requires a separate vote of the City Council to ratify the property tax increase reflected in the budget.

MOTION TO INCLUDE:
"This budget will raise more revenue from property taxes than last year's budget by an amount of $3,487,947, which is a 28.49% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $2,388,732."

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Ordinance
Notice of 2021 Tax Year Proposed Property Tax Rate

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF CELINA, TEXAS RATIFYING THE PROPERTY TAX REVENUE IN THE FY2021-2022 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAX IN THE FISCAL YEAR 2021-2022 BUDGET THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Local Government Code 102.007, relating to Adoption of the Budget, requires the City to ratify by a separate vote and providing the necessary disclosure language in the ratification, when there is an increase to the property tax revenues in the proposed budget as compared to the previous year; and

WHEREAS, The City's 2021-2022 Budget has an increase in property tax revenues as compared to the previous year; and

WHEREAS, as a result of the approval of the 2021-2022 Budget, the City Council finds that it must ratify the increased revenue from property taxes.

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

Section 1. The increased revenue from property taxes in the 2021-2022 Budget is hereby ratified, with the following declaration:

"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $3,487,947 OR 28.49%, AND OF THAT AMOUNT, $2,388,732 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR."

Section 2. This Ordinance shall become effective immediately upon its passage.

DULY PASSED and APPROVED, this the 14th day of September 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: FY2021-2022 Property Tax Revenue Ratification Ordinance (FY2021-2022 Tax Revenue Increase Ratification)

Notice About 2021 Tax Rates

Property Tax Rates in City of Celina

This notice concerns the 2021 property tax rates for City of Celina. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This year's no-new-revenue tax rate:	$0.586330/$100
This year's voter-approval tax rate:	$0.645000/$100

To see the full calculations, please visit 2300 BLOOMDALE ROAD MCKINNEY, TX 75071 for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the unit's accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Fund	Balance
Maintenance & Operations (M&O)	7,660,420
Interest & Sinking (I&S)	2,064,722

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable)*.

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Series 2021A Certificates of Obligation	0	996,612	0	996,612
Series 2021 General Obligation Refunding Bonds	665,000	171,800	1,250	838,050
Series 2021 Certificates of Obligation	0	1,213,060	0	1,213,060
Series 2019 Certificates of Obligation	0	127,019	0	127,019
Series 2018 General Obligation Refunding Bonds	645,000	772,788	450	1,418,238
Series 2018 Certificates of Obligation	185,000	135,100	0	320,100
Series 2017 Certificates of Obligation	175,000	105,888	450	281,338
Series 2016 Certificates of Obligation	220,000	43,500	0	263,500
Series 2015 Certificates of Obligation	90,000	87,100	0	177,100
Series 2014 Certificates of Obligation	135,000	78,513	0	213,513
Series 2019 Certificates of Obligation	490,000	331,106	0	821,106

Total required for 2021 debt service	$6,669,636
- Amount (if any) paid from funds listed in unencumbered funds	$843,396
- Amount (if any) paid from other resources	$0
- Excess collections last year	$479,615
= Total to be paid from taxes in 2021	$5,346,625
+ Amount added in anticipation that the unit will collect only 101.67% of its taxes in 2021	$-87,823
= Total debt levy	$5,258,802

Attachment: NOTICE ABOUT 2021 TAX RATES (FY2021-2022 Tax Revenue Increase Ratification)

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Kenneth L. Maun, Tax Assessor-Collector on August 11, 2021.

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: September 14, 2021
Re: FY2021-2022 Budget Adoption

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2021-2022 beginning October 1, 2021, and ending September 30, 2022 and making appropriations for each department, project and account and providing for expenditures of funds. (Roll Call Vote) (Bromiley)

Background Information:
The FY2021-2022 Proposed Expenditure Budget, including all funds and transfers (including EDC/CDC) is $152,975,552 compared to $76,503,206 initially budged in FY2021. The budget for all funds will increase by 99.96% over fiscal year 2021 and is mainly contributed to the increase of Capital Improvement Project funding of $72,212,272 for the budget year. Fiscal Year 2022 total expenditures without the Capital Improvement Project fund are greater than the total revenues within the city-wide budget by $8,830,338.

Board Review/Citizen Input:
A public hearing was held on September 14, 2021 at 5:00 p.m. preceding the adoption of the FY2022 budget.

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Ordinance

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF CELINA, TEXAS ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR 2021-2022, BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager and staff have prepared and filed with the City Secretary a proposed budget for the operation of the City during Fiscal Year 2021-2022; and

WHEREAS, pursuant to the laws of the State of Texas and the Home Rule Charter of the City of Celina, Texas ("Celina"), the City Manager has submitted to the Mayor and Council a proposed budget of the revenues and expenditures for conducting the affairs of said city and providing a complete financial plan for Fiscal Year beginning October 1, 2021, and ending September 30, 2022; and

WHEREAS, the City Council on September 14, 2021, conducted a public hearing to receive input from citizens of the City concerning the content of the budget, and for which notices were duly posed in the *Celina Record*; and

WHEREAS, the City has acknowledged that this budget will raise more total property taxes than last year's budget by $3,487,947, or 28.49%, and of that amount, $2,388,732 is tax revenue to be raised from new property added to the tax roll this year; and

WHEREAS, the City Council having considered the proposed budget at length, and having provided input in its preparation, has determined that the proposed budget and the revenues and expenditures contained therein are in the best interest of the City and, therefore, the Council desires to approve and adopt the budget by formal action.

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

SECTION 1. The proposed budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, as submitted to the City Council by the City Manager, which budget is attached hereto as Exhibit "A" for all purposes is hereby approved and adopted as the City's budget of all revenue and expenditures of the City of Celina, Texas for Fiscal Year 2021-2022; and

SECTION 2. The sum of one hundred fifty-two million, nine hundred seventy-five thousand, five hundred fifty-two US Dollars ($152,975,552) is hereby appropriated for the City's FY2021-2022 Budget. Further, these funds are for payment of operating, capital, and debt service expenses associated with the operation and administration of the City, according to the various purposes and intents described in the FY2021-2022 budget document.

Attachment: FY2021-2022 Budget Ordinance (FY2021--2022 Budget Adoption)

SECTION 3. Should any paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

SECTION 4. This Ordinance shall be in full force and effect from and after its adoption by the City Council, pursuant to applicable State and Local laws and the City of Celina Home Rule Charter.

SECTION 5. All other ordinances and Code provisions that are in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency.

SECTION 6. The City Council of the City of Celina, Texas met in a public meeting on September 14, 2021, and adopted this ordinance with a majority vote as follows:

Mayor Sean Terry	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Mayor Pro Tem Mindy Koehne	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Deputy Mayor Pro Tem Justin Steiner	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Jay Pierce	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Andy Hopkins	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Wendie Wigginton	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Chad Anderson	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____

READ and ADOPTED on the 14th day of September 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: FY2021-2022 Budget Ordinance (FY2021--2022 Budget Adoption)

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: September 14, 2021
Re: FY2021-2022 Ad Valorem Tax Rate Adoption

Action Requested:
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, 2021, and ending September 30, 2022, 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 $-23.74. (Roll Call Vote) (Bromiley)

Background Information:
In accordance with the "Truth in Taxation" laws of the State of Texas, if an entity's proposed tax rate exceeds the no-new-revenue rate, the entity is required to vote to place a proposal for adoption of budget and tax rate, publish notices and conduct a public hearing.

S.B. 1760 Record Vote required and must be approved by at least 60% of Council.

This action sets the 2021 Ad Valorem tax rate in support of the adopted FY2021-2022 budget.

Tax Code 26.05(b): The motion to adopt an ordinance setting a tax rate that exceeds the no-new-revenue tax rate must be made in the following form:

MOTION TO INCLUDE:
"I move that the property tax rate be increased by the adoption of a tax rate of $0.645000, which is effectively a 10.01% increase in the tax rate."

Board Review/Citizen Input:
A public hearing was held on September 14, 2021 at 5:00 p.m. in compliance with the Texas Tax Code.

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Ordinance

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT OPERATION AND MAINTENANCE EXPENSES AND INDEBTEDNESS OF THE CITY; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; PROVIDING FOR COLLECTION BY THE COLLIN AND DENTON COUNTY TAX ASSESSOR/COLLECTOR; CONTAINING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to levy such an *ad valorem* tax at a given rate to generate revenues sufficient to meet the projected expenditures of the City for FY2021-2022; and

WHEREAS, the City Council of the City of Celina, Texas (the "City") has approved on the 14th day of September, 2021, the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (FY2021-2022); and

WHEREAS, the aforesaid Ordinance anticipates and requires the levy of an *ad valorem* tax on all taxable property in the City of Celina; and

WHEREAS, the Chief Appraiser of Collin County Tax Appraisal District has prepared and certified the appraisal roll for the City of Celina, Texas, that roll being that portion of the approved appraisal roll of both Collin County Tax Appraisal District and Denton County Tax Appraisal District which lists property taxable by the City of Celina, Texas; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of *ad valorem* taxes have been completed in due and correct time, including proving notice of and conducting a public hearing regarding the *ad valorem* tax levied hereby; and

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

Section 1. There is hereby levied for the FY2021-2022 upon all real property situated within the corporate limits of the City of Celina, Texas, and upon all personal property which was owned within the corporate limits of the City of Celina, Texas, on January 1, 2021, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, or this ordinance, a tax of $0.645000 on each One Hundred Dollars ($100.00) of assessed valuation on all taxable property, which total tax herein so levied shall consist and be comprised of the following components:

Attachment: FY2021-2022 Ad Valorem Tax Rate Ordinance (FY2021-2022 Ad Valorem Tax Rate Adoption)

a) An *ad valorem* tax rate of $0.429385 on each One Hundred Dollars ($100.00) assessed valuation of all taxable property is hereby levied for the purpose of defraying the maintenance and operation expenses of the City of Celina, Texas for the fiscal year ending September 30, 2022; and

b) An *ad valorem* tax rate of $0.215615 on each One Hundred Dollars ($100.00) assessed valuation of all taxable property is hereby levied for the purpose of the payment of principal and interest of the valid bonded indebtedness, and related fees of the City of Celina, Texas for the fiscal year ending September 30, 2022; and

Section 2. The City of Celina shall have lien on all taxable property located in the City of Celina to secure the payment of taxes, penalties, and interest, and all costs of collection, assess and levied hereby.

Section 3. Taxes shall be payable in full at the office of the Collin County Tax Assessor/Collector, 2300 Bloomdale Road, Suite 2324, McKinney, TX 75071 and the Denton County Tax Assessor/Collector, 1505 E. McKinney, Denton, TX 76209-4525. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

Section 4. The tax roll presented to the City Council, together with any supplements thereto, are hereby accepted and approved.

Section 5. Should any paragraph, sentence, provision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 6. This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the Home Rule Charter of the City of Celina provide in such cases.

Section 7. All other ordinances and Code provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the City of Celina Code not in conflict herewith shall remain in full force and effect.

Section 8. The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; not shall it have the effect of discontinuing, abating, modifying or altering nay penalty accruing or to accrue, nor as affecting any rights of the city under any section or provision of any ordinances at the time of passage of this Ordinance.

Section 9. The City Council of the City of Celina, Texas met in a public meeting on September 14, 2021, and adopted this ordinance with a majority vote as follows:

Attachment: FY2021-2022 Ad Valorem Tax Rate Ordinance (FY2021-2022 Ad Valorem Tax Rate Adoption)

Mayor Sean Terry	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Mayor Pro Tem Mindy Koehne	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Deputy Mayor Pro Tem Justin Steiner	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Jay Pierce	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Andy Hopkins	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Wendie Wigginton	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Chad Anderson	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____

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 3.50% AND WILL RAISE TAXES FOR MAINTNENACE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY -$23.74.

READ and ADOPTED on the 14th day of September 2021.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: FY2021-2022 Ad Valorem Tax Rate Ordinance (FY2021-2022 Ad Valorem Tax Rate Adoption)